

Employment Agreement
between
Snohomish County Fire District #5
and
Lynene Young

This Employment Agreement is made by and between Snohomish County Fire District #5 "District", a municipal corporation, and Lynene Young, "Assistant District Secretary", to become effective on January 1st, 2023.

WHEREAS, it is the desire and intent of both parties to put into writing the terms and conditions of employment of the Assistant District Secretary in their relationship with the District, so as to avoid possible misunderstandings, to assure a good working relationship and to provide benefits to the Assistant District Secretary who comes under different employment arrangements than do other employees of the District.

NOW THEREFORE, in consideration of mutual covenants and promises herein made and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assistant District Secretary and District agree as follows:

1. Employment

- a. The District hereby agrees to and does employ the Assistant District Secretary as set forth herein, and the Assistant District Secretary accepts such employment, subject to the terms and provisions of this employment agreement.
- b. The Assistant District Secretary is designated as an hourly, non-exempt employee under the Fair Labor Standards Act "FLSA" and work hours are established in accordance with Section 3.

2. Duties

- a. The Assistant District Secretary shall perform such services for the District as directed from by the Fire Chief in the manner and to the extent permitted by the laws of the State of Washington and in accordance with the Policies of the District as established by the Board of Commissioners.
- b. The Assistant District Secretary shall perform all duties established in the job description of the position of Assistant District Secretary. The District retains the right to modify the job description during the term of this agreement, provided any modifications are within the Vision, Mission and Values of the District.
- c. The Assistant District Secretary has the duty and responsibility and is granted authority to institute any lawful action necessary to effectively execute all of the

duties set forth in this employment agreement and as set forth in the Assistant District Secretary job position description. The District shall provide the Assistant District Secretary with the cooperation and resources necessary to exercise such authority.

3. Hours of Work

- a. The Assistant District Secretary shall schedule hours of work to the benefit of the District as required to meet the needs of the position, as approved by the Fire Chief.
- b. The Assistant District Secretary will normally maintain an office presence five (5) days per week, six (6) hours per day.
- c. The Assistant District Secretary is an hourly FLSA Non-Exempt position and is entitled to compensation for all hours worked. Compensation shall be straight time (1:1) for hours 40 and less, and overtime (1.5:1) for hours worked 41 and above.

4. Compensation

- a. For all services rendered by the Assistant District Secretary under this agreement, the District shall pay the Assistant District Secretary an hourly wage of \$30.00 per hour, payable in monthly installments in accordance with the normal payroll process of the District. The hourly wage will be adjusted annually as outlined in Section 8.
- b. The Assistant District Secretary shall receive the fringe benefits as set forth in Appendix A.

5. Term

- a. The **Initial Term** of this employment agreement shall commence upon January 1, 2023, "Effective Date", and continue in force until December 31st, 2024, unless renewed, extended or terminated as provided by this agreement.
- b. **Agreement Extension.** This employment agreement may automatically extend for additional one-year periods, "Extended Term", at the end of the Initial Term or at the end of an Extended Term unless the Employee is provided written notice of the Districts' intent not to renew at least 90 days prior to the expiration of such Initial Term or Extended Term.
- c. **Non-Renewal.** In the event that the District does not intend to renew this agreement or any renewals thereof, the District shall provide the Assistant District Secretary with written notice a minimum of 90 days prior to the expiration of the term. The Assistant District Secretary shall have no property rights to a renewal of this agreement. The decision of whether to renew the agreement shall be in the sole discretion of the District and may be made for any reason with or without cause. In the event of an agreement Non-Renewal, the Assistant District Secretary shall be entitled to payment of accrued but unused vacation pay on the date of the

contract expiration, and accrued sick leave as outlined in Appendix A, but shall have no rights to any other compensation.

6. Termination

- a. **Termination Without Cause.** The District may terminate the Assistant District Secretary's employment under this agreement without cause and without advanced notice, provided:
 - i. The District shall pay the Assistant District Secretary liquidated damages in the amount equal to the Assistant District Secretary's salary at the rate in effect at the time of the notice of termination, for a period of three months from the date of the notice of termination.
 - ii. The Assistant District Secretary shall be entitled to payment of accrued but unused vacation pay on the date of termination, and accrued sick leave as outlined in Appendix "A", but shall have no rights to any other compensation.
- b. **Termination or Discipline for Cause.** The Assistant District Secretary performs confidential duties including the maintenance of confidential records, medical records of employees, and medical records of patients served by the District, and therefore is held to a high degree of professionalism and aptitude.
 - i. Except as modified by this agreement, the general employment, termination and disciplinary policies of the District apply to the Assistant District Secretary.
 - ii. In the event the District deems it necessary to discipline the Assistant District Secretary, that discipline may include performance improvement or corrective action plans, reprimands, suspensions or demotion depending upon the severity of the offense or actions involved.
 - iii. If the District, for just cause considers termination or, or discipline to, the Assistant District Secretary, the Assistant District Secretary shall receive due process prior to any such action being taken.
 - iv. Upon termination for cause, the date of such termination shall be at the discretion of the District. The District shall pay the Assistant District Secretary's salary and benefits earned up to the date of termination, and all accrued but unused vacation pay, but shall have no further obligation or liability under this employment agreement.
- c. **Termination by Assistant District Secretary's Resignation, Retirement, Death, or Disability.** The Assistant District Secretary may voluntarily retire or resign their position as the Assistant District Secretary with the following provisions.
 - i. The Assistant District Secretary shall provide, with a minimum of 30 days advanced written notice, unless such notice is waived in writing by the District.

- ii. In the event of resignation, retirement, death or disability, the Assistant District Secretary (or their estate) shall receive all compensation earned prior to the resignation date together with accrued but unused vacation pay and, provided the required notice is given (if retirement or resignation), and accrued sick leave as specified in Appendix A, but shall not receive any further compensation.

7. Outside Employment and Activities

- a. The Assistant District Secretary agrees to devote full working time, attention, knowledge, and skills during District working hours to the business and interest of the District and the District shall be entitled to all benefits and profits arising from work and services performed during District working hours by the Assistant District Secretary.
- b. Employment outside the scope of this agreement for another employer or the operation or management of any business shall not conflict with Section 7(a).

8. Performance Evaluation and Salary Adjustments

- a. The Assistant District Secretary shall receive periodic performance evaluations consistent with the annual employee evaluation process of the District.
- b. The District is responsible for determining the content, format and timing of such performance evaluations.
- c. The Assistant District Secretary shall be entitled to an increase in salary effective each January 1st this employment agreement remains in force equal to the twelve month increase in the CPI-W Seattle-Tacoma-Bellevue through August of the year previous to the increase effective date. Annual increase in salary shall be no less than one percent (1%) and no greater than four percent (4%).

9. Litigation/Defense

- a. The District agrees to indemnify and hold the Assistant District Secretary harmless from any claims, demands, suits, judgements and personal liability of any kind or nature, which claims, demands, suits, judgements and personal and/or community liability arose, either directly or indirectly, out of the scope of their employment with the District, provided that actions arose out of the good-faith performance of duties.
- b. The District shall further continue to hold the Assistant District Secretary harmless and its obligation to indemnify the Assistant District Secretary shall continue after cessation of the Assistant District Secretary's' employment, but only in so far as it relates back to claims, demands, suits, judgements and personal and/or community liability arising, either directly or indirectly, out of the scope of the Assistant District Secretary's' employment.

10. General Provisions

- a. Except as otherwise provide herein, this agreement shall constitute the entire agreement between the parties, and shall supersede, modify and/or rescind all

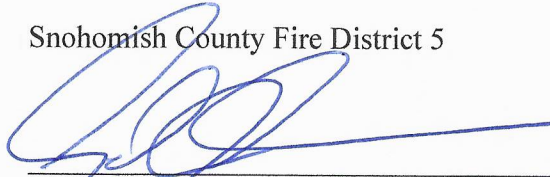
prior written and oral understandings and agreements between the parties hereto as to the subject of this agreement.

- b. Except where it is inconsistent with the terms hereof, the Assistant District Secretary shall follow all District policies, procedures, rules, regulations, general orders and directives.
- c. This agreement shall be binding upon and inure of the benefit of the heirs at law and executors of the Assistant District Secretary.
- d. If any provisions, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- e. Modifications of this agreement shall only be valid if made in writing and signed by the parties hereto.

ORIGINAL

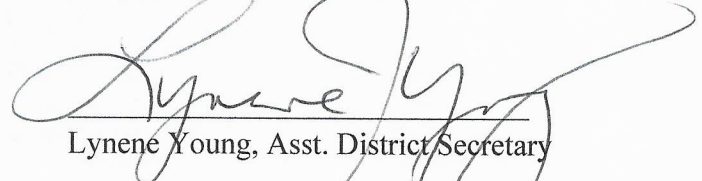
IN WITNESS WHEREOF, the DISTRICT, acting through its Board of Duly Elected Fire Commissioners has authorized the agreement to be signed and executed on this 9th day of January, 2023. The Assistant District Secretary has executed this agreement on the date entered below. Each party acknowledges receipt of a signed copy of this agreement.

Snohomish County Fire District 5



Seth Johnson, Fire Chief

Assistant District Secretary



Lynene Young, Asst. District Secretary

Approve to as Form:



Steve Fox, Board Chairperson

APPENDIX A

Fringe Benefits – Assistant District Secretary

- 1. **Medical Insurance.** The District shall provide medical, dental, and vision insurance coverage, as well as life insurance coverage, equivalent to that received by the represented employees of the District for the employee only.
- 2. **Retirement Program.** The Assistant District Secretary is a member of the Washington State Public Employees' Retirement System (PERS) Plan 2 all plan contributions will be made according to Washington Department of Retirement Systems contribution rates.
- 3. **Medical Savings Account.** The District shall contribute the sum of \$150 per month on behalf of the Assistant District Secretary to a medical savings account of the Assistant District Secretary's choosing.
- 4. **Vacation Leave.** The Assistant District Secretary shall be entitled to carry forth all accrued but unused Vacation Time earned prior to this agreement date, while working for the District. Additionally, the Assistant District Secretary shall be entitled to accrue 6 hours of paid Vacation Time per month, not to exceed 144 hours at the end of the calendar year.
- 5. **Holiday Leave.** The Assistant District Secretary will be granted the following paid holidays:

January 1 st	New Years Day
3 rd Monday in January	Martin Luther King Jr.'s Birthday
3 rd Monday in February	Presidents Day
Last Monday in May	Memorial Day
June 19 th	Juneteenth
July 4 th	Independence Day
1 st Monday in September	Labor Day
November 11 th	Veterans Day
4 th Thursday in November	Thanksgiving Day
4 th Friday in November	Day after Thanksgiving
December 24 th	Christmas Eve
December 25 th	Christmas Day

- a. The Assistant District Secretary will normally take holidays off but may, under special circumstances, be required to work a holiday in which event the Assistant District Secretary will be granted another paid day off to be taken within the next two (2) weeks.
- 6. **Paid Sick Leave.** The Assistant District Secretary shall be entitled to carry forth all accrued but unused Paid Sick Leave earned prior to this agreement date, while working for the District. Additionally, the Assistant District Secretary shall be entitled to accrue six (6) hours of Paid Sick Leave per month.

- a. Paid Sick Leave may be used for the Assistant District Secretary's own sickness, dental appointments, or medical appointments. It may also be used for the sickness, dental appointments, or medical appointments of the Assistant District Secretary's immediate family, defined as the Assistant District Secretary's child, spouse, parent, parent-in-law or grandparent in accordance with RCW 49.12.265-295.
 - b. Up to five days (40 hours) of sick leave may be used for bereavement purposes with the approval of the Fire Chief.
 - c. Unused accrued sick leave may be carried over with a maximum accrual of 144 hours. The Assistant District Secretary may sell back sick leave to the District at a rate of two paid sick leave hours for one hour of straight time if the Assistant District Secretary employment ends under Section 5(c), 6(a) or 6(c).
7. **Jury Duty and Witness Service.** If the Assistant District Secretary is called for jury duty or is subpoenaed as a witness in a case, to which the Assistant District Secretary is not a party, the Assistant District Secretary shall be paid during the absence. Such pay shall not exceed 80 hours per calendar year. The Assistant District Secretary shall endorse to the District any amount of jury or witness fees (exclusive of mileage) the Assistant District Secretary is paid.
8. **Uniform.** The District shall provide the Assistant District Secretary with all necessary personal protective equipment and uniforms, along with the maintenance of those garments to include repair, cleaning, alteration and replacement.
9. **Professional Development.** The District agrees to pay necessary and reasonable travel and other expenses for the Assistant District Secretary's professional development.