

## EMPLOYMENT AGREEMENT

### Assistant Fire Chief

This Agreement is entered into between Whatcom County Fire Protection District No. 5 hereafter referred to as "District" and John Shields hereafter referred to as "Employee".

The District hereby employs John Shields as the Assistant Fire Chief of the District who hereby accepts the employment on the terms and conditions set forth below.

1. **Duties.** The Employee shall perform all duties as directed by the Fire Chief and as established by the job description for the position of Assistant Fire Chief, which is incorporated into this Agreement as Exhibit "A" by this reference.
2. **Hours of Employment.** The position of Assistant Fire Chief is a part-time paid position. Except for pre-approved vacation leave, the Employee is expected to devote a minimum of twenty hours per week, or eighty hours a month, to perform the duties assigned to the position of Assistant Fire Chief. The Parties recognize that the Employee must devote time outside of normal office hours in performing the duties of Assistant Fire Chief, including (a) responding to emergency calls; (b) attending meetings or events on behalf of, and representing, the District; and (c) attendance at community or other events as directed by the Board. All such hours shall count towards the minimum hours per week requirement. The Employee shall work with the Fire Chief to determine the hours of work and work schedule so as to be available to the public on a predictable and regular basis. The position of Assistant Fire Chief is considered a salaried FLSA exempt executive position and is therefore not entitled to overtime compensation unless authorized in writing in advance by the Board of Commissioners.
3. **Working Facilities.** The Employee shall be furnished with such facilities and equipment and personnel as are required for the adequate performance of the duties and within the budget limitations of the District and as more fully specified on Exhibit "A" attached hereto. In order to function at Employee's current EMS certification level, the District, subject to budgetary limitations, will ensure that supplies, including equipment, will be supplied to Employee in order to act in such capacity.
4. **Compensation.**
  - 4.1. **Salary.** For the services provided by the Employee under this Agreement, the District shall pay the Employee a monthly salary of \$2,250 payable in accordance with the District's normal payroll process.
  - 4.2. **Fringe Benefits.** Employee shall be enrolled in the Volunteer Firefighters relief and pension fund or in PERS if eligible but shall receive no other fringe benefits.

5. **Review.** Employee's salary shall be adjusted upward beginning January 1, 2014 and each January 1<sup>st</sup> thereafter by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June of the previous year. In no event shall Employee's salary be adjusted downward.
6. **Term.** This Agreement shall be effective on October 1, 2012 and shall continue in force until terminated pursuant to paragraphs 7 or 8.
7. **Termination.** The Assistant Chief serves at the pleasure of the Fire Chief and the Fire Chief may terminate this agreement with 30 days advance notice at any time and for any reason, with or without cause as determined in the sole discretion of the Fire Chief. In the event of termination, the Employee shall receive all Compensation earned prior to the termination date together with unused vacation leave as specified in Exhibit "B", but shall not receive any further Compensation. In the event of a termination without cause, the Employee shall have the option of returning to a captain position. In the event of a termination for cause the Employee shall not be entitled to return to a captain position.
8. **Termination by Employee.** Employee may voluntarily retire or resign his position as Employee with a minimum of thirty (30) days advance written notice, unless such notice is waived in writing, by the Fire Chief. In the event of resignation, the Employee shall receive all Compensation earned prior to the resignation date together with unused vacation leave as specified in Exhibit "B", but shall not receive any further Compensation.
9. **Annual Evaluation.** The Employee will receive an annual performance evaluation conducted by the Fire Chief or a designated Commissioner. The Employee shall schedule such evaluation with the Fire Chief during the month of June each year. Any concerns relating to job performance will be noted during the evaluation process and any areas of improvement specified in reasonable detail in writing. In the absence of any identifiable concerns, the Parties agree that Employee's job performance will be deemed acceptable and meeting standards. A copy of the annual evaluation shall be placed in the Employee's personnel file and a copy given to the Employee. The Employee shall be provided the opportunity to address, in writing, any concerns on the evaluation prior to it being placed in his personnel file and the Employee's writing(s) shall become part of the evaluation.
10. **General Expenses.** The District will reimburse the Employee for reasonable job related expenses when approved in advance and on receipt of documentation of such expenses. The Employee is authorized to expend District funds in the execution of District business and in representing the District at conferences and otherwise, to purchase materials for recognition of employees or volunteers, and to incur travel and lodging expenses in the conduct of District business.
11. **Employment Attention.** During the hours Employee is performing services under this Agreement, Employee will devote his full attention, knowledge and skills to the business and interests 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 Employee. Participation in community, business, and civic organizations is encouraged.



**12. General Provisions:**

- 12.1. Waiver by the Employer of any breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach nor a waiver of this provision.
- 12.2. No amendment or variation of the terms and conditions of this Employment Agreement are valid unless the same is in writing, references this Agreement, and is signed by both parties.
- 12.3. Except where inconsistent with the terms hereof, Employee shall follow all Employer policies, procedures, rules, regulations, general orders and general directives.
- 12.4. If any provision, 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 be deemed severable, shall not be affected and shall remain in full force and effect.
- 12.5. The provisions of this Agreement are for the benefits of the parties solely, and not for the benefit of any person, persons or legal entities. Neither this Agreement nor any rights hereunder may be assigned by either party.
- 12.6. At all times, the Employer has been represented by its attorney. Employee acknowledges that Employee, at all times, had the right to and the availability of independent counsel of Employee's choosing in regard to this Agreement, whether or not Employee chose to exercise that right.
- 12.7. The Parties agree that venue for any dispute over the terms of this Agreement shall be in Whatcom County, Washington.
- 12.8. Except as otherwise provided for 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.

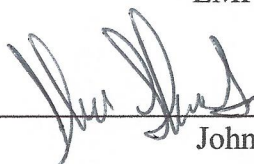
Dated: October 10, 2012.

WHATCOM COUNTY FIRE PROTECTION  
DISTRICT NO. 5

By:   
Fire Chief

By:   
Secretary

EMPLOYEE

  
John Shields

## **EXHIBIT A**

### **ASSISTANT FIRE CHIEF JOB DESCRIPTION**

**CLASSIFICATION:** The Assistant Fire Chief (AC) position is a part-time, salaried position.

**FLSA STATUS:** Exempt. The position of AC is an executive FLSA exempt position and the AC is not eligible for overtime compensation.

This job description is established by Whatcom County Fire District 5 ("WCFD5") and outlines the basic requirements, duties and general responsibilities of the Assistant Fire Chief position. The working hours are as required or as necessary to satisfactorily perform the duties of the position and will be determined by the AC in conjunction with the Fire Chief.

While on duty, the AC will respond to emergency calls. All working hours spent (a) on duty within the geographical boundaries of the District; (b) attending meetings or events on behalf of and representing the District; and (c) attendance at community or other events as directed by the Board of Fire Commissioners (the "Board") shall count towards the minimum hours per week requirement.

#### **Position Summary**

**In the absence of or by delegation from the Fire Chief, the AC will provide the following:**

1. Effective, efficient and legal operation of WCFD5
2. Planning, organizing, coordination and direction of administrative and operational activities
3. Implementation of rules and procedures
4. All other duties imposed by the Fire Chief following applicable law

#### **FLSA Status**

This position is exempt from overtime requirements of the Fair Labor Standards Act and the Washington Minimum Wage Act..

#### **Supervision Received**

The AC is hired by, and serves at the pleasure of, the Fire Chief, subject to the terms of an Employment Agreement.

#### **Supervision Exercised**

Through the chain of command, the AC is responsible for the general supervision of all WCFD5 personnel, their safety, training, and job performance. The AC is a member of the WCFD5 Management Team. As a chief officer, the AC may command emergency incidents.

#### **Primary Duties and Responsibilities including, but not limited to:**

1. Directs members of WCFD5 through the chain of command; may perform duties of subordinates as necessary.



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2. Within Incident Command System, commands activities of personnel during emergency incidents; may function on scene in subordinate roles.
3. Provides guidance to officers in the planning and implementation of operations, programs, training and personnel management.
4. Supervises, trains and evaluates supervised personnel.
5. Takes appropriate safety precautions, anticipates unsafe circumstances, and acts accordingly to prevent accidents. Responsible for the safety of self, others, and equipment. Uses all required safety equipment and procedures.
6. Trains and completes certifications to maintain or improve skills and perform effectively as an Assistant Chief.
7. Enforces WCFD5s rules.
8. Develops such rules, procedures and guidelines, and issues such orders and directives, as may be necessary to implement and enforce the rules established by the Fire Chief .
9. Maintains on-call status with respect to out of District time due to vacation or while conducting official District business or other causes approved by the Board. If provided a WCFD5 take-home vehicle, the AC a) shall at all times ensure the vehicle is clearly marked as a fire vehicle through painted insignia or words; b) shall use the WCFD5 vehicle to commute to and from WCFD5s fire station to perform his/her duties; and c) shall not use the WCFD5 vehicle for personal purposes (other than commuting) outside WCFD5s jurisdiction.
10. Consistently promote a professional image of WCFD5 at all times
11. Promotes positive relations with other agencies to ensure appropriate mutual aid responses, and goodwill among other fire departments and the public.
12. Demonstrates positive, effective written and oral communication skills at all times.
13. Performs such other duties as may be assigned by the Fire Chief .
14. The Employee may designate a District representative, e.g. Captain to attend required meetings and events if the Employee is unavailable.

### **Periodic Duties**

1. Will be required to work weekdays, weekends, holidays, evenings and nights as necessary to satisfactorily perform the duties and responsibilities of the position of Fire Chief.
2. May attend remote meetings, conferences and trainings, requiring reimbursed travel, including overnight lodging.

### **Mandatory Qualifications and Requirements**

1. Possess a valid Washington Drivers License with acceptable driving record.
2. Possess and maintain State of Washington EMT-B certification or higher.
3. Possess and maintain Firefighter II certification or equivalent experience.
4. Possess and maintain HCP CPR certification.
5. Possess and maintain Haz-Mat Operations certification or equivalent education.

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6. Have a minimum of ten years of experience in the fire service, including: at least one year with management and administration duties or comparable experience as determined by the Board.
7. Demonstrated ability to provide effective written and verbal communications to subordinates.
8. Demonstrated ability to maintain high morale and discipline throughout WCFD5.
9. Decisive in work setting, skillful problem solver, demonstrated team player.
10. Knowledge of modern fire service-methods and procedures in suppression, prevention and emergency medical services;
11. Knowledge of fire service administration including: organization, public administration, budget and personnel administration, records and information management, customer service and public relations;
12. Knowledge of applicable laws pertaining to fire safety and special district operations.
13. Knowledge of WCFD5 rules.
14. Knowledge of ICS organizational principles.
15. Demonstrated ability to plan, organize, coordinate and direct the activities of a fire, rescue, EMS, special district organization.
16. Demonstrated ability to delegate authority and responsibility effectively.
17. Demonstrated ability to consistently and correctly interpret and apply Controlling Law and WCFD5 rules.
18. Demonstrated ability to communicate effectively, orally, in writing, and by electronic media.
19. Demonstrated ability to select, supervise, train, and evaluate personnel.
20. Demonstrated ability to establish and maintain effective working relationships with supervisors, subordinates, peers and the public.
15. Demonstrated ability to implement, coordinate and operate within an ICS system.
16. This position requires the ability to read, write, speak and understand the English language at a level adequate to perform the job.

### **Desired Qualifications**

1. EMT-IV, EMT-I and/or Paramedic-certified
2. Fire Officer designation (certification)
3. Experience with volunteer or combination fire agencies
4. Knowledge of computerized administrative functions

### **Working Environment/Physical Requirements**

This position requires work in a variety of locations and conditions, including living quarters and office areas, in and around a wide variety of automotive, mechanical, chemical and medical equipment or supplies, and emergency scenes of every type.

1. A substantial portion of this position will involve sedentary, administrative work in an office environment; however, the AC may supervise fire ground activities at his/her discretion;
2. Strenuous physical activity under extreme adverse conditions may be required periodically;
3. Must possess the ability to lift items in excess of one hundred fifty (150) pounds occasionally and up to sixty (60) pounds frequently;



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4. This position requires standing, running, walking, sitting, kneeling, stooping, bending, lifting, squatting, pushing, pulling, crawling, jumping, sliding, climbing, pinching, gripping digging, spraying, reaching over head, reaching away from body, and repetitive motion;
5. Will be required to work in all weather conditions and in extreme temperatures below twenty degrees (20 degrees) Fahrenheit and in excess of one hundred degrees (100 degrees) Fahrenheit;
6. Work may be performed under hazardous and adverse conditions, including but not limited to, weakened structures, slippery and uneven surfaces, proximity to moving mechanical equipment, burning structures, broken glass or other materials, electrical currents, high places, and confined spaces;
7. Work may result in exposure to contaminated environments, including but not limited to, hazardous materials, smoke, gases, chemicals, fumes, odors, mists and dusts, which can affect the respiratory system or skin requiring the wearing of furnished PPE;
8. Work may result in exposure to individuals or blood carrying infectious diseases or illnesses, such as Hepatitis A, B or C, HIV, tuberculosis, small pox, *etc.* requiring the wearing of furnished PPE;
9. Work may result in exposure to high noise levels requiring the wearing of hearing protection;
10. This position demands frequent use of sensory activities such as talking, seeing, hearing, smelling, feeling (identifying objects by touch), depth perception and color vision; and,
11. This position will involve periods of high physical, mental and/or emotional stress.

### **Tools and Equipment**

The District provides all tools and equipment necessary for the AC Fire Chief to accomplish his or her duties, including, but not limited to: a district vehicle/apparatus available for use to conduct business on behalf of the District; other fire apparatus, ancillary fire/rescue/EMS equipment and tools, telephone, copier, facsimile machine and other office equipment, furniture and supplies with exception to budgetary constraints..

EXHIBIT B  
BENEFITS – ASSISTANT FIRE CHIEF

1. **VACATION LEAVE.** The Employee will be granted 40 hours of paid vacation leave per year effective October 1, 2012 and on the date of renewal every year thereafter while this agreement is in effect. Annual vacation leave shall not accrue, therefore, it is in the best interest of the Employee to use such benefit. Employee shall be entitled to unused vacation pay in the event of termination under this agreement.
2. **SICK/BEREAVEMENT LEAVE.** The Employee will be entitled to:
  - 2.1. The Employee will be granted 40 hours of sick leave per year effective October 1, 2012 and on the date of renewal every year thereafter while this agreement is in effect. Sick leave shall not accrue. Sick leave may be used for the Employee's own sickness, dental appointments, or medical appointments. It may also be used for sickness, dental appointments, or medical appointments of the Employee's immediate family, defined as the Employee's child, spouse, domestic partner, parent, parent-in-law, or grandparent, in accordance with RCW 49.12.265 -.295.
  - 2.2. Up to three days (twenty-four hours) of bereavement leave may be used for bereavement purposes for each family member identified in Section 2.1. With approval of the Board chairperson bereavement leave in excess of three days may be granted and accrued sick leave may be used for such approved excess bereavement leave. There shall be no accrual or carryover of bereavement leave.
  - 2.3. Unless otherwise provided in this Agreement accrued sick leave shall be forfeited on termination under this agreement.
3. **RETIREMENT PROGRAM.** The District will pay the employer's portion of the monthly PERS premium if the Employee is eligible.