

Shary

J.C.F.P.D. #3
Board of Commissioners
Special Meeting
February 19, 1993

Commissioners Present: Chair John Parker, Shary Irwin, Roy Raudebaugh, Herb Stowe, David Woodruff

Call to Order: Chair John Parker called the meeting to order at 10:12

Executive Session: Chair John Parker called an executive session at 10:13 to discuss fire chief candidate. A 1 1/2 hour time limit was allotted for this session. The executive session was concluded at 11:16 and the Chair called for a recess.

Regular meeting resumed at 11:21.

John Parker introduced Kent DeWitt as J.C.F.P.D. #3 fire chief candidate. Mr. DeWitt handed the board copies of their original contract given to him. He noted that the changes he was requesting were underlined if they were additions and lines drawn through if they were deletions that he was requesting.

The Chair called for a recess at 12:10 with the regular meeting resuming at 12:15.

The following changes were approved in Mr. DeWitt's contract by consensus between the board and Mr. DeWitt.

Page 1: addition - The sections contained herein constitute an agreement between the Board of Fire Commissioners of the District and R. Kent DeWitt, governing wages, working conditions, and terms of employment. The job description of the Chief shall be incorporated herein by this reference. In case of conflict between the job description and this Agreement, terms of this Agreement shall take precedence.

Page 1: 2.delete - January 1993 but shall automatically extend for successive one year terms, unless either party gives the other notice, at least (60) days prior to the end of any calendar year, that the term shall not be so extended.

* Page 1: 2. addition - March 15, 1993 December 31, 1995 The Agreement may be modified by mutual consent of the parties. There shall be a review of salary and benefits paid under this Agreement during each December with changes being effective the following January. This contract may be extended annually, by mutual agreement, subject to performance review, by the creation of a new multiple year contract.

Page 2: e. delete - authorized by the Board of Commissioners prior to purchase

Page 2: e. addition - in accordance with District policy.

Page 3: i. addition - The Board of Commissioners will perform an annual evaluation of the Employee's performance on or before December 1 of each calendar year. Any concerns relating to job performance will be noted at this time and the corrections required will be stipulated. In the absence of any identified concerns, it is understood that job performance is average or above average. A copy of this evaluation will be placed in the personnel file.

Page 3: 4b. addition - The District shall pay the employer's portion of the LEOFF II retirement system contributions.

Page 3: 4c. delete - The employee shall also be entitled to participate in any pension plan, health insurance or medical reimbursement plan for which he is eligible and which the District may provide from time to time for its employees.

Page 3: 4c. addition - The District agrees to provide medical insurance, dental insurance and vision coverage for the employee at no cost to the employee. This coverage shall be provided through plans offered by the District.

Page 3 4d. (this is a requested addition that is held pending Commissioner Raudenbaugh checking with the District insurance carrier for availability) The District will pay 100% of dependent premium for dental coverage and 50% of dependent premium for medical and vision coverage. For purposes of this section, "dependent eligibility" is construed to include a "significant other" or the "domestic partner" of the Employee under circumstances similar to that of spouse.

* Page 4: e. addition - The District shall furnish all required protective clothing for use by the employee. In addition, since the Employee will be required to represent the District at outside functions, the District will provide an annual clothing allowance of \$250.00 (\$350.00 during the first year of employment) for the purchase of such items as uniforms, dress jackets, shirts, ties, dress slacks and shoes with receipt required.

Page 4: f. (This is a requested addition that is held pending Commissioner Raudenbaugh checking with the District insurance carrier.) The District shall pay the annual cost of a long term disability insurance policy for the Employee.

Page 4: g. addition - Vehicle Reimbursement. The District shall provide an auto allowance in place of a vehicle for the Employee as an employment benefit for service faithfully performed. The Employee will provide his own vehicle to be used for all business purposes, to include but not be limited to: all local and out of town travel and responding to emergency calls. This shall be considered a bargained for employment benefit. The vehicle allowance will be \$300.00 per month payable monthly at the end of

each month. The district shall be responsible for the installation and removal of the department radio and emergency devices.

Page 4: g. (This is a requested addition that is held pending Commissioner Raudenbaugh checking with the District insurance carrier.) The District will pay for the necessary insurance on the vehicle in the nature and amount that is currently provided on other vehicles covered by the District. The cost of any additional insurance coverage for any personal use of said vehicle, shall be reimbursed by the Employee.

Page 4: h. addition - Moving expenses. The Employee will be authorized moving expenses of \$750.00, reimbursable upon submission of receipts for covered items which include the rental of a moving truck, packaging materials, and moving assistance. Expenses may be included for moving to temporary quarters and then moving into more permanent quarters, if accomplished during the first year of employment, but not to exceed the maximum of \$750.00.

Page 5: a. delete - waived

Page 5: a. addition - Such sick leave shall be cumulative from month to month and year to year to a maximum of 175 days, provided, however, that any unused sick leave that may remain upon termination of this Agreement shall be compensated at 1/3 regular time.

Page 5: 7. delete - After the completion of 1 year of employment: 10 working days, After 5 years 15 days and After 10 years 20 days. (3rd paragraph) shall

* Page 5: 7. addition -

During the 1st through 4th years of employment	15 working days
After the 4th year of employment	20 working days

Vacation shall be earned, prorated, and accredited quarterly. Because the Employee has already planned a personal vacation during the first two weeks of May, The Employee shall be advanced two weeks of the vacation which would normally be accrued during the first year.

District may, at Employee's option,

Vacation may be accumulated (carried forward) for a period not to exceed two years provided however that in the event of retirement or resignation, vacation pay shall be limited to forty (40) working days for cash out purposes.

Page 6: 9. addition - The Employee is not an "employee at will". However, the

just cause

(60) days

following only:

Page 6: 9a. addition - Persistent and for which the Employee has been notified and failed to correct within a reasonable time.

Page 6: 9b. addition - willful and or negligent

Page 6: f. delete - all of f

Page 7: g. addition - The Employee may not be disciplined arbitrarily or capriciously. The Employee does not serve at the pleasure of the Board of Commissioners, but may be disciplined for causes mentioned above only. In the event of such disciplinary action, the burden of proof shall be upon the District to show there was cause for such action.

Page 7: 10. addition - (2) months after utilizing all accumulated sick and vacation time.

Resignation. The Employee may request to be released from this agreement by notifying the Board of Commissioners at least (60) calendar days before the requested date of resignation.

Page 7: 12a addition- working conditions. a. The employee shall be furnished with such facilities and equipment which are required for the adequate performance of the District operations and which are within the budget limitations of the District.

Page 7: 12b. addition - The employee is considered exempt from the FLSA and shall work a non-traditional, unscheduled work week. This week may be more than or less than forty hours depending on work load. The only requirement is that the work is performed in a timely manner. The actual scheduling shall be assigned by the Chief.

Page 7: 12c. addition - Due to the nature of the position. Employee is anticipated to be available for some emergency responses during some evenings and some weekends. This by no means precludes Employee from developing adequate scheduling of personnel to allow for personal activities during these non-work hours.

* Page 7 & 8 12 d. addition - It is anticipated that, at such time as adequate response is assured, the Employee would better serve the needs of the District by putting his efforts into departmental development rather than maintenance of EMT skills. Until that goal is achieved, the Employee will obtain and maintain Basic EMT Certification. The Employee will obtain and maintain a First Responder certificate when EMT skills are no longer required. certificate when EMT skills are no longer required.

* Page 3: 4a. addition- This addition was done in the form of a MOTION by Commissioner Woodruff "Adopt the contract as we discussed here, subject to the questions that are still pending regarding insurance. Accept \$45,000.00 as annual salary rate and agree to award a 6.67% increase at the end of 6 month period of service, contingent on completion of Bachelor of Arts degree in Fire Command Administration and satisfactory performance review by the Board of Commissioners." SECOND by Commissioner Irwin. PASSED unanimously.

The chair called for a recess at 13:35

Meeting resumed at 13:40

* It was agreed that Mr. DeWitt would make the above changes on his computer and a copy of the tentative agreement of a rough draft would be taken to Chairman Parker, at his house this evening, for signature.

MOTION by Commissioner Raudenbaugh to pay Northwest Fire Service at the beginning of each month for their contract payment. The first payment would be for a total of \$1,166.66 covering January and February services. SECOND Commissioner Stowe PASSED unanimously.

MOTION to adjourn Chair Parker 15:40.

SKI/ski

CORRECTED MINUTES 3/8/93

Corrections are noted in the margin with a *.