

**CITY OF UNION GAP, WASHINGTON**

**ORDINANCE NO. 2584**

**AN ORDINANCE** of the City of Union Gap authorizing the Mayor to sign an Employment Agreement for the position of Fire Chief with Bill Steele.

**WHEREAS**, the current Fire Chief has submitted his resignation;

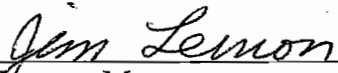
**WHEREAS**, the City of Union Gap needs a Fire Chief and desires to hire a new Fire Chief; and,

**WHEREAS**, the Mayor wishes to hire Bill Steele as the new Fire Chief pursuant to the terms of an Employment Agreement;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, DO ORDAIN AS FOLLOWS:**

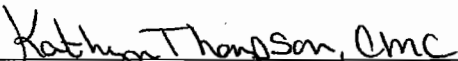
The Mayor is authorized to enter into an Employment Agreement for Fire Chief attached hereto as Attachment A.


**PASSED BY THE CITY COUNCIL** this 22<sup>nd</sup> day of September 2008.

  
\_\_\_\_\_  
Jim Lemon, Mayor

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kathryn Thompson, CMC, City Clerk

  
\_\_\_\_\_  
Robert F. Noe, City Attorney



# **City of Union Gap Fire Chief Agreement**

## **SECTION 1 - AGREEMENT:**

1.1 The sections contained herein constitute an agreement between the City of Union Gap, hereinafter referred to as "City" and Bill Steele, hereinafter referred to as "Chief", governing wages, working conditions and terms of employment.

1.2 The minutes of the Council meeting establishing this agreement and the current position description of the Chief shall be incorporated herein by this reference.

## **SECTION 2 - TERM:**

2.1 Employment conditions hereunder shall begin at the date of acceptance of this agreement and shall be in effect for a minimum period of three (3) years, unless terminated pursuant to section 11. The first year shall be considered as a probationary period.

2.2 Upon thirty days notice, either party may request the other to meet for negotiations amending and or extending this agreement.

## **SECTION 3 - COMPENSATION:**

3.1 For all of the services rendered by the Chief under this agreement, the City shall provide the following compensation:

A salary of \$6400.00 per month for the remainder of 2008.

## **SECTION 4 – MEDICAL INSURANCE, DISABILITY AND RETIREMENT:**

4.1 Medical, Dental, and Vision insurance coverage shall be provided under the plan(s) currently offered by the City. The City agrees to pay the Chief's premiums for the traditional medical plan at 100%. The City agrees to pay spouse and dependent traditional medical premiums at 90%.

4.2 Changes to the coverage, benefits and privileges shall be negotiated between both parties.

4.3 The City shall pay the employer's portion of the LEOFF II retirement system contributions.

4.4 The Chief shall be allowed to participate in the City approved deferred compensation program with the City matching up to 6.2% per month, which is \$396.80 being placed into the program, in lieu of Social Security.

#### **SECTION 5 - HOURS OF DUTY AND COMPENSATORY TIME:**

5.1 The Chief shall work a non-traditional, unscheduled workweek. This week may be more or less than forty hours depending on workload and emergency incidents.

5.2 The Chief shall report hours of work, sick leave, annual leave and exchange time used to the Mayor on a monthly basis or as requested by the Mayor.

#### **SECTION 6 – HOLIDAYS and VACATIONS:**

6.1 The Chief shall receive paid holidays equal to other full time City employees.

6.2 When any of the holidays fall on a Saturday, the holiday will be observed on the preceding Friday. When the holiday falls on a Sunday, the holiday will be observed on the following Monday. Nothing in this clause shall prevent the Chief from working a holiday and taking another day off.

6.3 The Chief shall accumulate and accrue vacation leave per the City's current vacation policy (except the Chief shall begin at the level of earning 10 hours per month) commencing with initial date of employment and shall become eligible to use vacation leave as it is accrued. Vacation leave can be accumulated up to 240 hours; vacation hours accrued beyond this amount will be lost unless the Chief chooses to cash-out vacation time under the City's current vacation cash-out policy.

6.4 If the Chief terminates employment, the Chief shall be reimbursed for all accrued vacation at the Chief's current wage rate.

6.5 The Chief has the option to cash-out vacation time under the City's current vacation cash-out policy for exempt employees, as follows:

- No more and no less than 40 hours of vacation can be cashed-out at one time
- Employee must have a minimum of 120 hours on the books before they can cash-out vacation time
- Cash-outs must be done within a normal payroll period and will be included in the requesting month's payroll check
- Requests must be submitted on approved form
- Requests must be submitted to the Mayor for his approval and signature before the cash-out
- The payroll clerk must receive the completed request by the 25<sup>th</sup> of the month of the cash-out
- Vacation cash-outs can only be done one time per calendar year
- Maximum vacation accrual remains at 240 hours which is consistent with the Personnel Policy Handbook

## **SECTION 7 - SICK AND BEREAVEMENT LEAVE:**

7.1 The Chief shall accrue sick leave hours according to the City approved schedule. Sick leave may be used for care of immediate family members as specified in the Personnel Policy Handbook. The Chief is granted an initial bank of 40 hours of sick leave. Upon retirement the City agrees to pay fifty (50%) percent of the Chief's accumulated sick leave up to but not exceeding forty-five (45) days. Retirement is defined as any City employee who terminates his/her City position to begin receiving and is eligible for retirement benefits from PERS, LEOFF, ICMA, and/or Social Security.

7.2 Upon notification, the Chief shall be granted bereavement leave with pay in the event of a death in the immediate family as specified in the Personnel Policy Handbook. The maximum number of days shall be five (5) days.

## **SECTION 8 - JOB PERFORMANCE AND EVALUATION REPORTS:**

8.1 The Chief will be evaluated on job performance by the Mayor or his/her designee on or before January 1 of each calendar year. In the first year of this contract, the Chief will be additionally evaluated prior to March 31, 2009. The performance evaluation shall be based on the written performance objectives agreed to by both parties.

8.2 Any concerns relating to job performance will be noted at these times and corrections required will be stipulated in writing. In the absence of any identified concerns, it is understood that job performance is at or above average.

## **SECTION 9 - GENERAL CONDITIONS:**

9.1 The Chief shall be furnished with such facilities and equipment, which are required for the adequate performance of City operations and which are within the budget limitations of the City.

9.2 The Chief shall determine his own work schedule but, as a full-time Chief, is expected to work a minimum of 40 hours per week when possible.

9.3 It is a benefit to the City that the Chief attend outside educational programs to keep current with changing practices and maintaining certifications. The Chief shall be encouraged to attend these functions to the extent that they are budgeted for and approved by the Mayor.

9.4 The Chief shall be provided with a suitable vehicle, fully equipped, and in suitable condition and working order to perform all City business on a 24 hour 7 day a week basis. Since the Chief is on call at all times, a limited amount of personal use may be made of the City owned vehicle. The Chief shall reside within a 30-minute response time of the City by the end of the probation period.

9.5 The Chief shall be encouraged to continue involvement in National, State and County Associations activities and is authorized to assist other fire organizations with training and related fire management activities and State or County Incident Management Team involvement, as long as the activities are pre-approved by the Mayor.

9.6 All employees, volunteers and contractors related to Fire Department work directly for the Fire Chief, through the Fire Department chain of command.

#### **SECTION 10 - UNIFORMS AND PROTECTIVE CLOTHING:**

10.1 The Chief shall be provided by the City with all uniform and protective equipment needed to perform his duties. All uniforms and protective equipment shall be replaced by the City as needed do to normal wear and tear.

#### **SECTION 11 - SEPARATION FROM SERVICE:**

11.1 Resignation of or dismissal from the City shall constitute separation from service in the following manner.

11.2 Resignation: The Chief may request to be released from this agreement by notifying the Mayor at least sixty (60) calendar days before the requested resignation would be effective. Such notice shall be delivered to the Mayor. Resignation shall not warrant severance pay or benefits.

11.3 Dismissal: The Mayor may dismiss the Chief without cause or dismiss or suspend the Chief with cause, by delivering at least thirty (30) calendar days before the effective date thereof, a written statement of specific charges in person or by certified mail to the Chief. The City may withdraw or modify a dismissal or suspension within thirty (30) calendar days after the original notice is delivered. In situations constituting criminal conduct or gross misconduct, misfeasance or malfeasance on the part of the Chief, the Mayor may dismiss the Chief immediately.

11.4 Cause for Dismissal.

a. Persistent incompetence, inefficiency, inattention to or dereliction to duty that the Chief has received written notification of and failed to correct.

b. Intemperance, insubordination, documented discourteous treatment of the public or a fellow employee or any other act or omission or commission tending to injure the public service or any other willful failure on the part of the Chief to maintain proper conduct.

c. Mental or physical unfitness for the position.

d. Drunkenness or use of intoxicating liquors, narcotics, or other habit forming drugs that interfere with the efficiency or mental or physical fitness of the Chief.

e. Conviction of a felony or gross misdemeanor.

11.5 In the event of dismissal, the Chief shall be given ninety (90) days severance pay and benefits in addition to the thirty (30) days required before this section becomes effective. In the event the Chief is dismissed under sections (a) through (e) above for cause, the Chief may be dismissed without any severance pay.

11.6 Consistent with the Mayor's powers in a mayor/council form of government, the Mayor has the power and the authority to make the decision regarding dismissal of the Chief under this Section. Though the Chief's employment is governed by the terms of this Agreement, the Chief is to be considered an employee in terms of the Mayor's authority to dismiss under the circumstances set forth above. The severance pay provided for under this Section need not be approved by any additional Council action following the Chief's dismissal under this Section.

## **SECTION 12 - GOVERNING LAW AND VENUE:**

12.1 The validity and interpretation and execution of this agreement and the performance of the rights accruing under this agreement are all to be governed by the laws of the State of Washington. Should it be necessary to file an action concerning the terms of this agreement, venue shall be in Yakima County Superior Court, State of Washington.

Dated this 23 day of September, 2008.

  
\_\_\_\_\_  
Mayor Jim Lemon

\_\_\_\_\_  
Fire Chief Bill Steele

*Attachment includes currently approved Fire Chief's position description.*

## **CITY OF UNION GAP POSITION DESCRIPTION**

**Title:** Fire Chief  
**Department:** Fire  
**Revision Date:** September 18, 2008  
**FLSA Status:** Exempt

### **GENERAL PURPOSE:**

Performs a variety of technical, administrative, and supervisory work in planning, organizing, directing, and implementing fire prevention, suppression, and emergency medical services to prevent and/or minimize the loss of life and property due to fire and other emergency events.

### **SUPERVISION RECEIVED:**

Works under the general guidance and direction of the Mayor.

### **SUPERVISION EXERCISED:**

Provides direct supervision to career and administration (3) captains, (4) Fire Fighters, and (1) Fire Department Administrative Secretary. Indirectly supervises volunteer and other department staff through subordinate officers.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Plans, coordinates, supervise, and evaluate Fire and Emergency Medical Services, and other Life Safety operations.

Establishes policies and procedures for the Fire Department in order to implement directives from the Mayor.

Plans and implements Fire and Emergency Medical Services programs for the City in order to carry out the policies and goals including those set forth in the City's Affirmative Action Plan; reviews Departmental performance and effectiveness; formulates programs or policies to alleviate deficiencies.

Supervises and coordinates the preparation and presentation of an annual budget for the Fire Department, directs the implementation of the Department's budget, plans for and reviews specifications for new or replaced equipment and facilities.

Responds to alarms and directs activities at the scene of major emergency incidents, as required.

Controls the expenditures of departmental appropriations.

Handles grievances, maintains Departmental discipline and the conduct and general behavior of assigned personnel.

Prepares and submits monthly and annual reports to the Mayor regarding the

Department's activities and prepares a variety of other reports.

Plans departmental operation with respect to equipment, apparatus, and personnel; supervises the implementation of such plans.

Assigns personnel and equipment to such duties as the service requires.

Meets with elected or appointed officials, other Fire and Emergency Medical Officials, community and business representatives and the public on all aspects of the Department's activities.

**PERIPHERAL DUTIES:**

Attends conferences and meetings to keep abreast of current trends in the field; represents the City Fire Department in a variety of local, county, state and other meetings.

Performs the duties of command staff as needed and fulfills obligations during duty days and duty weeks.

Reviews fire plans and coordinates construction reviews with the Development Coordinator.

Serves as a member of various employee committees.

Performs other duties as assigned in order to meet the goals and objectives of the department and the City.

**MINIMUM QUALIFICATIONS:**

**Education and Experience:**

- (A) Graduation from high school or GED equivalent.
- (B) Ten (10) years of full-time experience in fire and emergency medical service work, five (5) years of which must have been equivalent to Fire Captain or above in a municipal fire department or fire protection district;
- (C) Completion of the Washington State Fire Basic Training Academy or equivalent.

Necessary Knowledge and Abilities:

- (A) Thorough knowledge of modern fire suppression and prevention and emergency medical services principles, procedures, techniques, and equipment; considerable knowledge of applicable laws, ordinances, departmental operating procedures, policies, rules, and regulations;
- (B) Skill in operation of listed tools and equipment;
- (C) Ability to train and supervise subordinate personnel; ability to perform work requiring good physical condition; ability to communicate effectively orally and in writing; ability to exercise sound judgment in evaluating situations and in making decisions under stressful and emergency conditions; ability to effectively give and receive verbal and written instructions; ability to establish and maintain effective working relationships with other employees, supervisors, and the public; and the ability to meet the special requirements listed below.

**DESIRED QUALIFICATIONS:**

- (A) A Bachelor's Degree in Fire Science, Fire Command Administration, Public Administration, or closely related field, or an Associate Arts Degree and completion of the National Fire Academy's Executive Fire Officer Program.

**SPECIAL REQUIREMENTS:**

- (A) Must be twenty-one (21) years of age or older at the time of employment;
- (B) Must have a valid Washington State Driver's License, or be able to obtain one by the time of employment, a valid Commercial Driver's License endorsement or certification in Emergency Vehicle Accident Prevention program (EVAP) without record of suspension or revocation in any state;
- (C) No felony convictions or disqualifying criminal histories within the past seven (7) years;
- (D) Ability to read and write the English language; and bilingual preferred;
- (E) Able to meet minimum Departmental medical and physical standards; and

- (F) Must possess a valid Washington State First Responder certificate or able to obtain one through reciprocity.

**TOOLS AND EQUIPMENT USED:**

- (A) Mobile and portable radios, pager, and cellular telephones;
- (B) Telephone, personal computer, 10-key calculator, copy machine, fax machine.
- (C) All fire and EMS tools and equipment used by the Fire Department.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

The employee may occasionally lift and/or move up to 125 pounds. The employee may occasionally climb ladders up to fifty (50) feet in height, and operate fire hose streams up to 175 psi.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in office, vehicle, and outdoor settings, in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. The employee may work near moving mechanical parts and in high, precarious places and is exposed to wet and/or humid conditions, fumes, or airborne particles, toxic or caustic chemicals, risk or electrical shock, and vibration. The employee may occasionally work in

or near confined areas with limited visibility.

The noise level in the work environment is usually quiet in the office, moderate to loud around apparatus and equipment, and during certain fire fighting, emergency medical, or other emergency operations when the noise levels may be loud.

**SELECTION GUIDELINES:**

Formal application, review of education and experience, assessment center examination, and oral interview may be used to determine the best candidate. References check and background investigation; medical examination; drug screening; and job related tests may be required.

**NOTE: Appointee is an at-will employee.**

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The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.