

## CITY OF ARLINGTON EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement"), is made and entered into this 1<sup>st</sup> day of December, 2018, by and between DAVID KRASKI ("Employee") and the CITY OF ARLINGTON ("Employer"). In consideration of the mutual covenants herein contained, Employee and Employer acknowledge and agree as follows:

I. **Employment and Term of Employment.** Effective as of the date hereof Employee shall faithfully and competently and to the best of his abilities, serve Employer as Fire Chief, subject to the general supervision and direction City Administrator, and he shall devote his working time to the duties and responsibilities as set forth in Arlington Municipal Code Chapter 2.36. This employment agreement shall remain in effect until terminated by either party.

II. **Compensation; Base Salary; Adjustment to Base Salary.** As compensation of Employee's services under this Agreement, Employer shall pay and Employee shall accept a base salary, per the City Council approved salary schedule and in the salary range of Fire Chief and subject to market adjustments of such kind and nature as are offered to all City management employees. Any additional compensation will follow all policies as set out in the Employer's Employment Policies and Procedures.

For purposes of implementation of this agreement, Employee's salary shall be set retroactively at Step 7 of Range R of the Non-Represented employee's pay plan effective December 1, 2018.

Employee's salary will then be set at Step 8 of Range R of the Non-represented employee's pay plan effective January 1, 2019. Employee shall be eligible for next regular step on January 1, 2020 per City Policy.

As a qualifying member of LEOFF 2 and the Fire Department, Employee shall be eligible to participate in a matching program known as the State of Washington Deferred Compensation Program, herein after known as the "Deferred Compensation Program", as an alternative to participating in Social Security. Enrollment and continued participation shall be in accordance with the rules and regulations of the Deferred Compensation Program and Citywide administrative requirements of the Employer. Conditions for participation in the Program shall include, but not be limited to the following:

- a. The Deferred Compensation Program shall include a dollar for dollar match between Employee and Employer, with the Employer share not to exceed the amount that it would ordinarily contribute to the Social Security program.
- b. Contribution amounts shall be adjusted as changes in the Social Security rate occur.

III. **Benefits.** During the term of the Employee's employment pursuant to this Agreement, Employer shall provide Employee with employment benefits of such kind and nature as are offered to all City management employees and described in Employer's Employment Policies and Procedures, as the same now exists or may from time to time hereafter be amended. Employer shall provide Employee with the following benefits:

- a. **Vacation and Holidays.** Employee shall accrue vacation hours at a rate of 20 hours per month during the term of this Agreement (30 days per year). The maximum vacation of balance of 320 hours may be carried over from year to year, as described in the Employer's Employment Policies and Procedures, however, the cap for 2018 and 2019 shall be 350 hours.

Employee shall be credited with 40 hours of vacation accrual upon mutual ratification of this agreement.

Employee shall be authorized holiday leave as provided to other full-time employees through the Employer's Employment Policies and Procedures.

- b. **Sick Leave.** Employee shall accrue sick leave at the rate of eight (8) hours per calendar month of employment as provided in the Employer's Employment Policies and Procedures.
- c. **Insurance Benefits.** Employer shall provide Employee with insurance benefits consistent with those provided to all other management employees and pursuant to the Employer's Employment Policies and Procedures.
- d. **Retirement.** Employer shall make reasonable and customary contributions on the Employee's behalf to the Law Enforcement Officers' and Fire Fighters' Retirement System (LEOFF) Plan 2. Employee is responsible for his portion of such payments.
- e. **Professional Memberships.** Employer shall pay the professional dues and subscriptions necessary for Employee's continued participation in national, regional, state, and local professional associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of Employer. Expenses incurred shall be subject to limitations established by the Employer's annual budget.
- f. **Professional Conferences.** Employer shall pay the conference tuition, travel, food, lodging and incidental expenses of Employee for professional and official travel, meetings and occasions relating to Employer business as approved according to Employer's policies. Expenses incurred shall be subject to limitations established by the Employer's annual budget.

- g. Civic organizations. Employer shall pay the annual dues and expenses of Employee for membership in such area civic organizations as Employee may choose to join. Expenses incurred shall be subject to limitations established by the Employer's annual budget.
- h. Equipment. Employee shall be issued a fire department vehicle for his use in performing his duties under the term of this Agreement, including, without limitation, a take-home car. Employee shall also be issued all necessary and required personal protective equipment for performance of his duties under the terms of this Agreement.
- i. The employee is eligible to participate in the Tuition Reimbursement Program to complete professional development as approved by the City Administrator, subject to the provisions in the Employer's Employment Policies and Procedures.

IV. **Termination of Employment.** Employee's employment may be terminated before the expiration of the term of this Agreement only as follows:

- a. Employee's employment pursuant to this Agreement shall terminate automatically upon the death of the Employee. Promptly thereafter, Employer shall pay the Employee's estate Employee's base salary at the then current rate through the date of death, plus a lump sum cash payment in an amount equal to Employee's accrued but unused vacation time and one-third of his accrued sick leave, up to a maximum of 240 hours, all as provided in the Employer's Employment Policies and Procedures.
- b. Employee may terminate his employment pursuant to this Agreement upon no less than thirty (30) days prior written notice to the Employer, which notice requirement may be waived in whole or in part by the Mayor with the consent of the Council in their sole discretion. Promptly following the effective date of Employee's termination of his employment pursuant to this section Employer shall pay to Employee his base salary through the effective date of termination, at the then current rate, plus a lump sum cash payment in an amount equal to Employee's accrued unused vacation time and one-third of his accrued sick leave, up to a maximum of 240 hours, all as provided in the Employer's Employment Policies and Procedures.
- c. Employee's employment pursuant to his Agreement may be terminated at any time in the sole and exclusive discretion of Employer for any reason or for no reason. Such termination shall only become effective upon thirty (30) days notice given to Employee, and the following provisions:
  - 1. If such termination is not for cause, as that term is defined herein, then Employee shall receive his base salary to the effective date of his termination, plus a lump sum cash payment in an amount equal to the sum of Employee's

accrued, unused vacation time and one-third of unused sick leave, up to a maximum of 240 hours, all as provided in Employer's Employment Policies and Procedures. Employee shall further receive severance pay in the amount of four (4) months of the Employee's salary. All severance pay shall be paid monthly unless otherwise agreed by both parties and is subject to usual and customary withholding.

2. If such termination is for cause, as that term is defined herein, the Employer shall within thirty (30) days after the effective date of termination of Employee's employment pursuant to this subsection pay to Employee his base salary through the date of termination, plus lump sum cash payment in an amount equivalent to his accrued but unused vacation time. "Cause" shall be limited to the following:

- i. Material breach of this Agreement or misconduct by Employee. A determination of "cause" as described in this section shall be within the province of the Employer; provided, however, unless and until Employee has been given written notice from the Mayor of the particular breach, duties, instructions, policies or directives he has failed to follow, or the particular respect in which his conduct has been found wanting or unacceptable and given a reasonable opportunity to correct his actions (if correctable), Employee may not be terminated for cause. Employee's failure or refusal to carry out, implement, or adhere to unlawful policies, directives, duties, or instructions which are not reasonably capable of being performed generally, or specifically by him, shall under no circumstances constitute cause.

- ii. Unreasonable neglect or refusal to perform the duties and responsibilities assigned to Employee, or failure to provide an acceptable quality of professional service. "Acceptable quality of professional service" means a quality that would be generally acceptable in the firefighting and emergency medical services community in a Washington city of size comparable to Arlington. Unless and until Employee has been given written notice from the Mayor of the particular breach, duties, instructions, policies or directives he has failed to follow, or the particular respect in which his conduct has been found wanting or unacceptable and given a reasonable opportunity to correct his actions (if correctable), Employee may not be terminated for cause. Employee's failure or refusal to carry out, implement, or adhere to unlawful policies, directives, duties, or instructions which are not reasonably capable of being performed generally, or specifically by him, shall under no circumstances constitute cause.

- iii. An arrest for a criminal offense, the filing of a complaint, information or indictment alleging a crime, or a conviction of any crime. "Arrest" does not include a mere Terry stop, traffic stop, field identification and release,

or being held in an alleged domestic violence incident if the incident is dismissed by a court within 10 days.

Cause as defined in subparagraph 2(iii) shall be grounds for immediate termination and Employee shall not be entitled to notice.

- d. Immediately upon the effective date of termination of employee, Employee shall cease to perform any activities on behalf of, and will cease to hold himself out as representing Employer, and will forfeit and return all Employer issued equipment and other Employer owned property assigned to, or in the possession of the Employee.

V. **Provisions of General Applicability**

- a. Performance Evaluations. The City Administrator shall conduct a performance review, at least annually, and not later than January 31<sup>st</sup> of the following year.
- b. Amendment. No amendment or modification of this Agreement shall become effective unless authorized by the City Council and made in writing and signed by both Employer and Employee.
- c. Integration. Except for documents expressly referred to within this contract, which are hereby incorporated by reference as though fully set forth herein, this document expresses the complete agreement between Employer and Employee, and they have not entered into any other agreements, either oral or written.
- d. Severability. To the extent any provision of this Agreement shall be found invalid or unenforceable, it shall be considered deleted here from, and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect.
- e. Notice. All notices required or permitted to be given hereunder shall be in writing and shall be given to the parties addressed as follows:

To Employee: David Kraski

To Employer: Mayor Barbara Tolbert  
City of Arlington, Washington

Or at such other address as a party may be noticed direct. Notices shall be deemed given only upon personal service on the party or upon confirmation of receipt by US Mail, certified mail, return receipt requested.

CITY OF ARLINGTON

Employee

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Barbara Tolbert, Mayor

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David Kraski

Approved as to form:

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Steven J. Peiffle  
City Attorney