**SAMPLE EMPLOYMENT AGREEMENT FOR LEOFF II RETIREES WHO RECEIVE A LEOFF II PENSION AND WISH TO WORK PART-TIME WITH A LEOFF EMPLOYERAND CONTINUE TO RECEIVE PENSION BENEFITS**

This agreement is entered into between the (Board of Commissioners of XXX County Fire District No. X (hereinafter referred to as “District”), and (EMPLOYEE NAME) (hereinafter referred to as “Chief”),

WHEREAS the District has agreed to employ the Chief and the Chief has agreed to employment by the District, now, therefore,

The Chief is employed by the District on the following terms and conditions:

1. **Duties**. The Chief shall perform such duties for the District as directed from time to time by the Board, including, but not limited to, supervision, training, assignment of duties and discipline of District personnel in accordance with District policies. The Chief will assist the District in evaluating and appointing District personnel. In the event of a conflict between this Employment Agreement and the policies of the District, the policies of the District shall prevail.
2. **Term**. This Agreement shall be month to month, effective (DATE). Either party may terminate this Agreement effective thirty (30) days from notice of termination. In addition, the District may terminate this Agreement without cause, effective immediately, provided that the District shall pay Chief his salary prorated to date of termination plus an additional amount equal to one month’s salary.
3. **Compensation**. The monthly salary shall be ($XXXX). The Chief will receive no additional benefits, such as medical, dental, vision or retirement. The Chief represents and warrants to the District that he/she has and will maintain medical coverage satisfying Federal and State employment law requirements and agrees to save, defend, indemnify and hold the District harmless from any claim arising out of the Affordable Care Act, or Law Enforcement Officers and Fire Fighters Retirement System.
4. **Personal Leave Time**. The Chief shall be entitled to seventy-two (72) hours per year of paid personal leave time per full year of service, of which 6 hours shall vest as of the end of each full month of service. Leave of up to 128 hours of accrued leave may be banked. Thereafter, additional accrued leave must be taken no later than the month following the month in which such leave is accrued or such leave shall lapse. Upon termination of employment, the District shall compensate the Chief at his then current monthly salary on the basis of 128 hours equaling one month’s salary. The District shall have no obligation to pay the Chief lapsed or unused vacation time except as set forth above.
5. **Vehicle.** As a requirement of employment, the Chief will commute in a District marked command vehicle in order to respond as necessary on a 24 - hour seven days a week basis. No personal use, other than de minimis use, shall be made with the vehicle.
6. **Work Schedule**. The Chief shall devote no more than thirty two (32) hours per week in the performance of his/her duties, including attendance at District meetings and emergency responses vehicle. It is understood that due to the nature of the job that from time to time the hours may exceed 32 per week. Any hours in excess of the 32 shall be considered compensatory time. Such compensatory time shall be accrued on a one hour for one hour basis. The accumulated hours shall not exceed 64 hours.
7. **Accountability of Hours.** The chief shall report his work hours weekly to the district secretary. The district secretary shall keep a log of these hours worked as well as any compensatory hours and annual hours accumulated. This log shall be available for public viewing upon request.
8. **Attorney’s Fees**. In the event of a suit based upon this Agreement, both parties shall bear their own costs.

 DATED this \_\_\_\_\_\_\_\_\_\_\_ day of (Month and Year).

EMPLOYER: EMPLOYEE:

XXX COUNTY FIRE DISTRICT X

BOARD OF COMMISSIONERS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Employee Name)

 (Name), Commissioner

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name), Commissioner

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name), Commissioner