

TOWN OF CHATHAM

FIRE CHIEF

EMPLOYMENT AGREEMENT

This agreement (or Contract) is entered into between the Town of Chatham (hereafter Town), acting through its Town Manager, and Peter Connick at 37 Stony Hill Road, Chatham, MA 02633 (hereafter "Chief") pursuant to and authorized by the Chatham Home Rule Charter, ss 4-6, as authorized by Massachusetts General Laws, Chapter 48, section 42-44.

WHEREAS, the Town is desirous of securing the services of the Chief in the administration of the Fire Department, and performing related public safety functions, among others; and

WHEREAS, the Chief is willing to perform the duties of the position of Fire Chief according to the terms and conditions of this Agreement;

NOW, THEREFORE, the Town and the Chief agree as follows:

1. TERM – The term of this agreement shall begin on March 31, 2017 and shall end on May 31, 2020.
2. DUTIES – The Chief shall devote his full time to the performance of his job as the Town's Fire Chief, and to perform any and all the duties as set forth in the Fire Chief's Job Description, and attached hereto as Exhibit "A", and in accordance with the Massachusetts General Laws, Chapter 48, et seq, relating to Fire Chief including, when assigned, such duties as extinguishing fires, protecting life and property in case of fire and emergency medical services.
3. COMPENSATION – The base salary of the Chief for the remainder of Fiscal Year 2017 and for Fiscal Year 2018 shall be \$115,000.00, paid bi-weekly at a rate of \$4,406.13.

Effective July 1, 2018 (FY2019), the Chief's base bi-weekly pay shall increase three (3%) percent to \$4,538.31 = \$118,450.00/yr.

Effective July 1, 2019, the Chief's base bi-weekly pay scale shall increase three (3%) percent to \$4,586.60 = 119,710.00/yr.

In addition, the Chief's annual compensation shall include:

- A. It is agreed that the Chief shall receive Department Head Pay equivalent to one week's pay in the first pay period of June, unless such time is taken as leave. For the purpose of this Agreement, a week shall be considered the equivalent of forty (40) hours.

- B. It is agreed that there shall be no longevity or education compensation for the duration of this Agreement. In recognition of the Chief's long tenure, dedication and superlative quality service to the Town of Chatham and in lieu of longevity and education stipends he received as a union employee, the Town awards the Chief an additional \$4,000.00 towards his base pay.
- C. The Chief shall be awarded an annual Emergency Medical Technician Stipend of \$6,000.00/yr to maintain his EMT Certification.
- D. Twelve (12) paid holidays/year (paid at a rate of \$455.94/day per holiday for the first year of this contract, \$469.16/holiday for the second year of this contract, and \$473.99/holiday for the third and final year of this contract. A work day shall be considered the equivalent of eight (8) hours for calculation purposes.

Further, the Chief shall receive all benefits that the Town provides to all its employees under the Town's Personnel Policies, except to the extent that such benefits are included in this Agreement.

- 4. HOURS OF WORK – Except as otherwise authorized, the Employee shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position. Due to the unique nature of the municipal public safety management function, it is understood and agreed that in order to properly perform the job required, the Chief may have to expend additional time beyond a "normal" eight (8) hour work day, and the Chief agrees to do so, as required. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time. However, the Chief may adjust his schedule taking into account such "extra" time, so long as the same does not interfere with the obligations to perform his duties. It is understood that regular presence at the Station and reliable attendance at work-related meetings and community functions is essential to job performance. The Employee shall notify the Town Manager if he is not going to be at work for more than one day.
- 5. VACATION - The Town agrees to "front-load" the Chief's vacation leave by awarding him ten (10) eight-hour days of leave to be available at the commencement of this contract. Said time will be considered to be "carried-over" from the close-out of his prior service. Starting the second (2nd) year of this contract, the Chief shall accrue 2.0833 days of leave per month (25 days per contract year) calculated at an eight (8) hour work day for accrual and use purposes. The Chief shall be allowed to carry over a maximum of five (5) un-used vacation days to the next contract year.

6. SICK LEAVE – The Town agrees to “front-load” the Chief’s sick leave by awarding him fifteen (15) eight-hour days of leave to be available at the commencement of this contract. Starting the second (2nd) year of this contract, the Chief shall accrue sick leave at a rate of ten (10) hours per month, up to a maximum of fifteen (15) 8-hour days per contract year.

7. HEALTH AND OTHER INSURANCE - Employee (which term in this context under this provision shall include his dependents) shall be entitled to participate in whatever group medical, dental, life insurance and pension benefit plans are offered by or through the Town of Chatham on the same basis as other Town employees.

8. AUTOMOBILE – The Fire Chief is considered to be on duty twenty four (24) hours a day, seven (7) days a week. It is expected that the Chief will respond to the needs and/or emergencies of the community when necessary, required, and/or called. Correspondingly, the Chief will be provided with a Town-owned vehicle for his use in conducting official responsibilities, commuting, and personal use so that he may respond to emergencies and other Town matters. Said vehicle shall be equipped with a radio to maintain contact with the Department and town officials as well as equipped with other standard fire emergency equipment as appropriate, all of which shall remain the property of the Town. The costs associated with the operation and maintenance of this fire vehicle will be borne by the Fire Department.

9. UNIFORM ALLOWANCE – The Fire Chief shall be reimbursed for up to \$1,000/year for costs associated with purchasing and maintaining clean professional uniform clothing.

10. PERFORMANCE REVIEW.– each year, one month prior to the anniversary of the commencement of this contract, the Chief shall meet with the Town Manager to discuss the Town Manager’s appraisal of the prior year’s work performance. The Town Manager may present a summation of her appraisal in a written format of the Town Manager’s choice. In consultation with the Chief, the Town Manager may establish written goals and objectives deemed by both parties to be important to the proper operation of the Fire Department and the attainment of Town objectives.

11. DISCIPLINE, DISCHARGE, SEPARATION
 - A. BY THE TOWN – During the term of this agreement, the Chief may be terminated only for just cause consistent with the provisions of the Massachusetts General Laws Chapter 48 section 42 and section 4-6 of the Chatham Home Rule Charter.

In the event of termination, the Town Manager shall provide the Chief with written notice setting forth the reasonable detail the nature of said cause for termination. Said written notice shall be given to the Chief at least ten (10) calendar days prior to a hearing by the Town Manager. The Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or held as an open or public hearing. The hearing may be waived by the Chief, if he so chooses.

Should the Chief so desire, he may be represented at said hearing by counsel and he shall have the right to be present, to question witnesses, to submit written and oral statements on his own behalf, and to call witnesses.

Not later than ten (10) calendar days following said hearing the Town Manager shall issue her written decision, including written findings of fact on only those charges and evidence presented at the hearing.

The Chief may appeal a decision to terminate to a neutral arbitrator, selected by mutual agreement of the Chief and the Town. If the arbitrator determines that termination was not justified, the Chief shall be reinstated with restoration of back pay and benefits.

For the purposes of this Agreement, attainment of "maximum age," as defined by M.G.L. c. 32, §1, shall constitute cause for removal, if the Chief has not voluntarily retired as of the last day of the month during which he attains the age of sixty-five (65) years. The Chief shall not be entitled to a hearing to contest the issue of cause in the case of having attained maximum age under G.L. c. 32.

- B. BY THE CHIEF – The Fire Chief may terminate this agreement before the expressed termination date by giving written notice of his intention to do so to the Town a minimum of ninety (90) calendar days prior to the effective date of his termination.

12. SEVERANCE PAY

- a. RESIGNATION - In the event that the Chief leaves his position voluntarily, he shall receive no further compensation from the Town.
- b. TERMINATION - If the Chief is terminated for cause, he shall receive no further compensation from the Town.

13. PROFESSIONAL DEVELOPMENT – The Town recognizes its obligation for the professional development of the Chief and agrees that the Chief shall be given adequate opportunities to develop or refresh his skills, knowledge and abilities as a Fire Chief and as a department manager. As such, the Chief shall be reasonably allowed to attend such conferences, seminars meetings, educational and training sessions with pay and without loss of vacation or other leave, and will be reimbursed by the Town for all reasonable expenses incurred while attending or traveling to these aforementioned events. The Chief will provide as much advance notice as possible of his anticipated attendance of any commitments away from Town. Whenever possible, prior to these events, the Chief will notify the Town Manager a minimum of forty-eight (48) hours in advance of intent to attend. For attendance at any out of State conference, prior approval by the Town Manager shall be required. The Chief shall designate and identify who shall be authorized to perform routine duties in his absence.
14. MEMBERSHIP – The Chief shall be provided with membership in order to hold office with the Fire Chief Association of Massachusetts, the Barnstable County Fire Chiefs, the International Association of Fire Chiefs, the New England Association of Fire Chiefs, and the National Fire Protection Association. The Town agrees to budget and pay for the annual dues for these associations and other such professional organizations, as well as expenses related to conferences and meetings which shall be considered as normal business expenses in the budget and charged to the Town.
15. PERSONNEL POLICIES – The Provisions of the Town of Chatham Personnel Policies, as amended from time to time at the discretion of the Town, shall apply to the Chief except where modified by this Agreement.
16. OTHER EMPLOYMENT – The Chief agrees and acknowledges that because the position of Fire Chief is his primary employment, he shall not seek employment or work in any position which would impact in an adverse manner upon this responsibility, or which would constitute a conflict of interest, or perception of a conflict of interest or violation of the ethics laws. It is agreed that the Chief shall be allowed to work in a consultant or teaching capacity, either as a consultant or teacher, or through arrangement with other consultants/teachers, as long as the aforementioned conditions are met and the Chief obtains prior approval by the Town Manager of such work. Whenever possible, the Chief shall provide one (1) week's advance notice to the Town Manager of anticipated events prior to commitment to attend. The Town Manager shall have the right to withhold authorization if the event conflicts with a previously scheduled or unexpected local event or circumstance.

17. RESIDENCY – The Chief agrees to maintain his primary residence in the Town of Chatham for the duration of this contract.

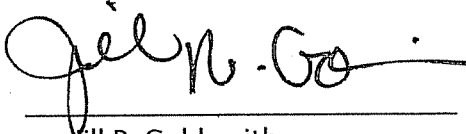
18. INDEMNIFICATION FOR PROFESSIONAL LIABILITY – The Chief shall be indemnified by the Town for claims made against him arising out of conduct within the scope of his employment. The Town agrees that it shall defend, save harmless and indemnify the Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief’s duties as Fire Chief of the Town, so long as the Chief is acting within the scope of his authority as Fire Chief.

19. SEVERABILITY – This Agreement represents the full understanding of the parties. If any of the foregoing sections or parts thereto is found to be invalid at law, the remainder of the Agreement shall remain in full force and effect for the term. No additions, modifications or changes shall occur with respect to this agreement without a written document executed by the parties hereto, setting forth said additions, modifications or changes.

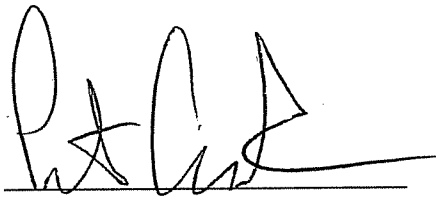
20. GOVERNING LAW – This agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Signed and executed this 21st day of April, 2017.

FOR THE TOWN:



Jill R. Goldsmith
Chatham Town Manager



Peter Connick
Chatham Fire Chief

Town of Chatham
Position description

Title: Fire Chief

Reports to: Town Manager

Position Summary: Directs the town's Fire Department ensuring the effective and efficient provision of emergency and non-emergency fires services, fire suppression, prevention, education, emergency medical services and transport, and hazardous materials management under general supervision. Serves as Emergency Management Director, Hazardous Materials Coordinator, and Forest Warden

Essential Functions:

1. Manages and directs the operation of the department including supervision of all personnel, firefighting equipment and apparatus, records and reports; and provision for training and refresher courses for regular and call employees.
2. Investigates all fires and emergency calls, recommends prosecution or further investigation of all suspicious fires, and maintains related records of departmental activities.
3. Evaluates the condition and type of equipment and supplies; recommends purchase of new apparatus and related equipment and supplies, purchases approved firefighting apparatus and related equipment and supplies, and ensures proper use and maintenance.
4. Formulates departmental rules, regulations and procedures and ensures compliance. Directs the establishment and implementation of fire prevention programs and in-service inspections.
5. Remains on call 24 hours per day to respond to all fires and emergencies and to investigate and determine causes; works with local and state police on all fires; and coordinates the mutual aid system with affiliated towns and services. Fulfills duties and responsibilities of Emergency Management Director for the Town, including maintenance of NIMS Training Certification at the 100 through the 700 series level.
6. Ensures the proper training of EMTs and paramedics, scuba team, and first responders to enhance and ensure public safety.

7. Oversees the preparation of the departmental budget; presents and discuss budget as required; monitors department expenditures and performance; manages issues or problems arising with the union and labor relations.

8. Participates as a member of the Town's staff management team providing input and direction to and through the Town Manager.

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Essential Functions (continued):

9. Remains current by attending professional associations, maintaining leadership Positions in such organizations and attending continuing education opportunities.
10. Performs other duties as assigned and in conjunction with other Town departments and employees.

Minimum Qualifications:

1. Associates degree in fire science and completion of the National Fire Academy's Executive Fire Officer Program.
2. At least ten years of full time fire service experience in a comparable or larger size department with an advanced life support delivery and transport system. EMT or paramedic license. Current HAZMAT certificate.
3. Five years experience of full time experience in a command level position with demonstrated ability to manage all aspects of a department.
4. A valid Massachusetts driver's license.

Work Environment: Normal office environment. Regular interruptions to assist citizens. May spend extended periods on the computer or on the telephone that requires eye-hand coordination and finger dexterity. Regular lifting and carrying of files, documents, records, etc. Frequent travel in town-owned vehicle. On call 24/7/365. At fire and emergency medical situations exposed to high stress, physically dangerous environment. Operates equipment that causes loud noise levels and high vibrations. Exercises caution when operating equipment or handling toxic chemicals or other materials. Utilizes proper sanitary precautions when handling accident debris and other potential biohazards.

Date: