

**FIRE-EMS CHIEF
CONTRACT OF EMPLOYMENT**

**MARK R. BOYNTON
AND
THE TOWN OF TOWNSEND**

This Contract of employment (Contract) is made this 15TH day of APRIL 2014 between the Town of Townsend (Town) acting by and through its Board of Selectmen and Mark R. Boynton, of Amherst, NH for the position of Fire-EMS Chief (Chief).

WITNESSETH THAT:

1. **EMPLOYMENT:** The Town, by and through its Board of Selectmen (the Board) hereby employs Mark R. Boynton as Fire-EMS Chief of the Town, pursuant to Massachusetts General Laws, Chapter 48, Section 42 and the Townsend Charter.
2. **DUTIES:** The Chief shall have all the powers and duties conferred upon a Fire Chief under MGL c. 48, s. 42, the Townsend Charter, and any other applicable state, federal, or local law, any applicable job description, and other such duties as may be assigned from time to time by the Board of Selectmen.
3. **TERM:** The term of this Contract shall be for a three-year period commencing May 19, 2014 and ending May 18, 2017.
4. **COMPENSATION:** The Town shall pay the Chief during the term of this Contract on the following basis, subject to an appropriation by Town Meeting:
 - A. **Fiscal Year 2014:** Annual Base Salary prorated over the remainder of the fiscal year will be \$80,650.00 (\$1,545.02/week);
 - B. **Fiscal Year 2015:** Annual Base Salary will be \$82,667.00;
 - C. **Cost of Living Adjustments (COLAs):** After FY15 the Chief shall annually receive a two and one-half percent (2 ½%) increase.
5. **UNIFORM ALLOWANCE:** In each year of the contract the Town shall pay to the Chief a uniform/equipment/clothing allowance in the amount of \$1,000.00. Said allowance shall be used for any uniform/equipment/clothing used in the performance of his regular assigned duties.
6. **OTHER BENEFITS:** The Chief shall be entitled to all injured-on-duty benefits and retirement benefits to which other full-time officers of the Department are entitled.
7. **INSURANCE BENEFITS:** The Chief shall be entitled to all health and life insurance benefits to which other Town employees are entitled.
8. **INDEMNIFICATION:** To the extent permitted by law, the Town shall defend, save harmless and indemnify the Chief against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as Chief, even if said claim has

been made following his termination from employment, except an intentional violation of the civil rights of any person, provided that the Chief acted within the scope of his duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Chief.

The Town shall reimburse the Chief for any attorney fees and cost incurred by the Chief in connection with such claims or suits involving the Chief in his professional capacity.

This section shall survive the termination of this Agreement.

9. **ANNUAL VACATION, SICK, HOLIDAY, AND PERSONAL LEAVES:** The Chief shall be entitled to all leave benefits as outlined in the Non-Union Personnel Policies & Procedures Manual:
 - A. The Chief shall be entitled to twenty-five (25) days annual vacation leave. Vacation leave shall be used during the fiscal year it was earned and may not be carried over. In recognition of the demands of the position and due to unforeseen circumstances, with approval of the Board of Selectmen the Chief may be paid for unused vacation time, not to exceed two (2) weeks per year. Upon resignation, termination, or retirement the Chief shall be paid for all unused vacation leave.
 - B. The Chief shall be entitled to four (4) personal days per year, non-cumulative, for the purpose of transacting or attending to personal, business, or household matters.
 - C. The Chief shall be entitled to sick leave in the amount of 1-1/4 days per month cumulative to a maximum of one-hundred-fifty (150) days. Further, this contract acknowledges that sick time has no monetary value, and as such, any sick time remaining at the time of the Chief's retirement will be forfeited at no cost to the Town.
 - D. If the Chief is sick for three (3) or more days, the Board of Selectmen may require a doctor's certificate at the Town's expense.

10. **AUTOMOBILE:** The Town shall provide a vehicle for use by the Chief and shall be responsible for all necessary maintenance, expenses and insurance on such vehicle. Said vehicle is to be used by the Chief in connection with the performance of his duties as Chief and for his professional growth and development. Since the Chief is required to be "on-call" twenty-four (24) hours a day and may be required to report to an incident or event, the vehicle may be used by the Chief for personal reasons. The Chief may not use the vehicle for family vacations or recreational trips when the Chief would not be reasonably expected to respond to an incident or event.

11. **PROFESSIONAL DEVELOPMENT:** The Town recognizes its obligation to aid in the professional development of the Chief. The Chief shall be given opportunities to develop his skills and abilities as a Chief. The Town shall pay for travel and subsistence expenses for attendance by the Chief at any course, institute, seminar, conference, or meeting which the Chief is required by the Town or by law to attend. Any expenses resulting from overnight stays by the Chief must be approved in advance by the Board. The Chief will be allowed to attend the New England Fire Chief Conference and the Fire Department Instructor Conference or the National Fire Academy without loss of pay or benefits. For these aforementioned conferences the Chief shall be allowed to recoup travel and other expenses not to exceed one thousand dollars (\$1,000) annually.

The Town shall pay for membership fees and dues for professional fire organizations and public service organizations and for subscriptions to publications related to the professional development, education, and training of the Chief as the Town may deem necessary or desirable, provided, however, that the Town shall have sole discretion to reasonably determine the number and identity of such fire and public service organizations and publications.

12. **DISCIPLINE, SUSPENSION, DISMISSAL, OR TERMINATION:**

- A. Termination: In the event the Chief desires to terminate this Contract before the term of service shall have expired, he may do so by giving sixty (60) days written notice of his intention, unless the parties agree otherwise.
- B. The Board of Selectmen may discharge the Chief for just cause in accordance with Massachusetts General Laws, after proper notice and only after a hearing, at which the Chief shall have the right to be represented by his Counsel. The Chief shall have the option of choosing whether or not such hearing shall be in closed session or open session.
- C. The Board of Selectmen may discipline the Chief for just cause in accordance with the Townsend Charter which is incorporated herein by reference, upon proper notice and only after a hearing at which the Chief shall have the right to be represented by his Counsel. The Chief shall have the option of choosing whether or not such hearing shall be in closed session or open session.

13. **RESIDENCY:** The Fire-EMS Chief shall live within a fifteen-mile radius of the Town of Townsend, measured from closest border to closest border.

14. **HOURS OF WORK:** It is recognized the Chief must devote substantial time outside of normal business hours, and to that end the Chief will be allowed to take reasonable time off during normal business hours, as is appropriate and consistent with the needs of the position and the Town. The Town and the Chief agree that the Chief is an exempt employee for the purposes of the Fair Labor Standards Act (FLSA).

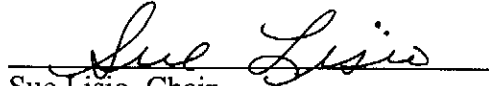
15. **OTHER TERMS AND CONDITIONS OF EMPLOYMENT:**

- A. Upon resignation in good standing or retirement, the Chief shall be paid for all accrued vacation leave.
- B. Upon resignation in good standing or retirement, the Chief shall receive severance pay equal to one week for each year of service up to a maximum of ten (10) weeks to be paid as a lump sum cash payment within thirty (30) days of the date of resignation or retirement.
- C. Prior to taking vacation leave of five (5) days or more the Chief shall advise the Town Administrator and Board of Selectmen of the name of the Officer-In-Charge during the Chief's absence.
- D. The Chief shall perform his duties in accordance with the job description dated December 2, 2014.
- E. All provisions of law of the Commonwealth of Massachusetts relating to retirement benefits shall apply to the Chief as they apply to other employees.
- F. The Town shall provide a smart phone with data plan for use by the Chief and shall be responsible for all expenses. Since the Chief is required to be "on call" twenty-four (24) hours a day and may be required to report to an incident or event, the phone may

- be used for personal reasons.
- G. This agreement shall prevail over any other conflicting personnel provisions of the Town.
 - H. This writing constitutes the complete agreement of the parties as of the date of execution, and any supplemental or additional agreement or amendment to this Contract shall be effective only if in writing and signed by the Board and the Chief.
 - I. If any provision of this contract or any portion thereof is held unconstitutional, invalid, or unenforceable, the remainder of this Contract shall not be affected and shall remain in full force and effect.

FOR THE TOWN OF TOWNSEND

By Its Board of Selectmen:



Sue Lisio, Chair

Vice-Chair



Colin McNabb, Clerk

Date Signed: 4/15/14

By Fire-EMS Chief



Mark R. Boynton, Chief

Date Signed: 4/15/14