

**Employment Contract  
Between  
The Town of Halifax and Fire Chief**

This agreement sets forth the salary, terms, and conditions of employment between Jason Viveiros, hereinafter referred to as the “Fire Chief”, and the Town of Halifax acting through its Board of Selectmen, hereinafter referred to as the “Town”. For the purpose of this agreement, the “Fire Chief” and the “Town” are also hereinafter referred to as the “Parties”.

The Fire Chief shall receive all benefits included in the Town’s Wage and Personnel By-Law and be subject to all provisions of the Town’s Wage and Personnel By-Law unless this agreement states otherwise.

**Authorization**

This agreement is entered into between the Parties pursuant to Massachusetts General Laws Chapter 41, Section 1080.

**Duration**

This agreement shall be effective August 4, 2014 through June 30, 2017 and shall remain in effect from year to year thereafter until a successor agreement has been reached and signed by the Parties. This agreement shall remain in full force and effect during the period of negotiations of a successor agreement and until the signing of said successor agreement.

**Compensation**

The Fire Chief shall receive annual compensation paid bi-weekly as follows:

August 4, 2014-June 30, 2015 (prorated over this time period)	Base	\$90,557
	Holiday	\$4,169
	Total	\$94,726
July 1, 2015-June 30, 2016	Base	\$92,410
	Holiday	\$4,254
	Total	\$96,664
July 1, 2016-June 30, 2017	Base	\$94,258
	Holiday	\$4,339
	Total	\$98,597

## **Paramedic Stipend**

In addition to the salary listed in “Compensation”, the Fire Chief shall be paid a stipend of \$5,000 to be made on December 1 of each fiscal year as long as he is certified as a Massachusetts paramedic. If the Fire Chief leaves the employment of the Town on a date later than December 1, the Fire Chief shall refund the Town the pro-rated share of the stipend based on days worked that fiscal year. If the Fire Chief leaves the employment of the Town on a date on or earlier than December 1, the Town shall make payment to the Fire Chief the pro-rated share of the stipend based on days worked that fiscal year.

## **Indemnification**

The Town agrees that the Town shall defend, save harmless and indemnify the Fire 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. Consistent with applicable laws applying to municipal employees in general, and to the extent of the Town’s insurance policies, the Chief shall be indemnified from personal financial loss and expenses, including legal fees and costs, if any, in an amount not to exceed \$1,000,000 arising out of any claim, action award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission occurring in the performance of the Chief’s duties on behalf of the Town which constitutes a violation of the Civil Rights of any person under any federal or state law provided the Chief was acting within the scope of his official duties of employment and provided no indemnification for a violation of such rights shall occur if the Chief acted in a grossly negligent, willful or malicious manner.

## **Hours of Work**

- The Fire Chief agrees to devote that amount of time and energy which is reasonably necessary for him to faithfully perform the duties of the position including but not limited to: a regular daily schedule, evening and weekend/holiday work as needed or required.
- It is recognized that the Fire Chief is “on duty” twenty-four hours per day, seven days per week. As a responsible manager he will devote such time and energy to the management of the Department as required. The Fire Department is in operation at all times, including during emergencies, storms, civil upset or unrest. As the leader of the Fire Department the Chief is expected to and agrees to be available for and to respond to the Town to be in command of the Fire Department during such events.
- The Fire Chief reports to the Board of Selectmen or its designee, therefore the Fire Chief will be available to attend meetings of the Board of Selectmen or other meetings of Town Officials and Boards (including but not limited to Town Meetings, annual and special) when necessary to address matters of concern regarding the Fire Department and/or public safety and security as necessary. In addition the Fire Chief agrees to keep the Board of Selectmen or its designee

advised regarding times when the Fire Chief expects to be absent from Town or otherwise unavailable.

- The Parties agree that the Fire Chief is a community leader and as such, understands and agrees to participate/be available for public events and celebrations (for example Memorial Day celebrations, Holidays in Halifax, Fourth of July/Halifax in Lights celebrations).
- The Fire Chief is a full time employee of the Town and shall accept no other employment, provided however, the Fire Chief may teach or consult on a part time basis outside of the Fire Chief's regular work hours so long as such part time work or activities do not interfere with or conflict with the Fire Chief's duties to the Town nor otherwise present a conflict of interest.
- The position of Fire Chief is managerial and confidential and as such the Fire Chief is considered an exempt employee for FLSA purposes. The Fire Chief's position is a salaried managerial position and thus the Fire Chief is not eligible for overtime pay.

### **Residency**

The parties agree that due to the nature of the Fire service/emergency management service that the Fire Chief must be able to respond to events, emergencies, storms, civil upset/unset, fires, etc. quickly even when home. Therefore, the parties agree that the Fire Chief **SHALL** reside within 15 miles (as determined by way of calculating the mileage as one travels on available public streets) of the fire station before July 1, 2015. Currently the Town has only one fire station which serves as the fire headquarters. In the event that the Town in the future relocates the fire station and/or adds additional fire stations then the 15 miles will be measured from the center of Town which is assumed to be the Town Hall as it currently is located (2014).

### **Duties/Authority of the Fire Chief**

- The Town has accepted the provisions of MGL c.48 §§ 42, 43 and 44, (so called "Strong Chief's Act) and **UNLESS AND UNTIL THE TOWN CHANGES** the status of the position of Fire Chief either through Town Meeting vote, or through legislative changes, the Fire Chief shall have the authority and responsibility of said Act.
- The Fire Chief shall be the chief administrative officer of the Halifax Fire Department and agrees to faithfully perform all duties.
- The Fire Chief may be assigned duties such as Emergency Management, Traffic Safety Committee, or other responsibilities by the Board of Selectmen as are necessary (in the Board of Selectmen's opinion) for the protection of the public/Town of Halifax.
- The Fire Chief reports to and is answerable to the Board of Selectmen or its designee. As such the Board of Selectmen or its designee may require that the Fire Chief provide such reports and advise as the Board requires, including but not limited to: regular status reports, proposals for new hires, appointments and

- promotions, structure of the Fire Department, budgets, proposed changes to the Fire Department, needs for the Fire Department, explanations or reports of events.
- As the leader of the Fire Department and as a community leader the Fire Chief is expected to conduct himself appropriately at all times. The parties understand and agree that even when not on duty that the Fire Chief still represents the Town and therefore agrees that the Fire Chief will not engage, at any time, in activities that would cause public scorn, humiliation or concern.
  - The Fire Chief shall fulfill all the duties, responsibilities, and obligations included in the job description for the Fire Chief as shown in the attached job description.

### **Vacation**

The Fire Chief shall receive one hundred sixty (160) hours of vacation leave for each fiscal year. The Fire Chief may carry over up to eighty (80) hours of vacation leave each year. Upon the death of the Fire Chief, payment shall be made to the estate or heirs of the Fire Chief for any unused vacation time.

### **Sick Leave**

The Fire Chief shall be credited 50 hours sick leave upon the signing of this agreement then accumulate sick leave at the rate of seven (7) hours for each month of service until June 30, 2015 and then ten (10) hours for each month of service beginning on July 1, 2015, such sick leave credit to begin on the first workday of each month. Sick leave may be accumulated to a maximum of twelve hundred (1,200) hours.

### **Personal Leave**

The Fire Chief shall be allowed sixteen (16) hours of personal leave per fiscal year not to be deducted from accumulated sick leave and not carried over from year to year.

### **Bereavement Leave**

The Fire Chief shall receive bereavement leave as described in the Town's Wage and Personnel By-Law.

### **Automobile**

The Town shall provide the Fire Chief with an automobile. The automobile shall be used by the Fire Chief in the performance of his duties including, but not limited to, his professional growth and development. Because the Fire Chief is "on call" in the event of an emergency, the Fire Chief is also authorized to use this vehicle for personal use. The Town shall provide for the maintenance, insurance and operating costs of said vehicle.

## **Dues and Subscriptions**

The Town agrees to budget and to pay an appropriate amount for the professional dues and subscriptions of the Fire Chief for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of the Town, including but not limited to the International Association of Fire Chiefs and the Plymouth County Fire Chiefs Association.

## **Professional Development**

The Town recognizes its obligations to the professional development of the Fire Chief, and agrees that the Fire Chief shall be given adequate opportunities to develop his skills and abilities as a fire administrator; accordingly, the Fire Chief will be allowed to attend the Massachusetts, New England, and the International Association of Fire Chiefs Conferences each year without loss of vacation or other leave, and will be reimbursed by the Town for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences. The Town also agrees to budget and pay for travel and subsistence expense of the Fire Chief for short courses, institutes, and seminars that, in his reasonable judgment, are necessary for his professional development.

## **Certifications/Licenses**

The Fire Chief shall be allowed to attend any necessary courses to maintain current certifications and licenses in effect at the time of the signing of this agreement without loss of vacation, sick or personal leave. The Town further agrees to cover the costs of his attendance and any fees associated with the certification or license with the exception of a driver's license.

## **Clothing Allowance**

The Fire Chief shall receive a clothing allowance to be used as his discretion on the following schedule:

On August 4, 2014, \$800 and then \$800 for each fiscal year starting with fiscal year 2015 (July 1, 2014 to June 30, 2015). Said clothing allowance is subject to all IRS statutes and regulations.

Personal Protective Equipment (such as Structural Firefighting gear, helmet, gloves, hood and boots) shall be issued and not deductible from the annual clothing allowance.

Such allowance is not to be accumulative from year to year.

The Fire Chief shall be responsible for the cost of the purchase of uniforms, protective clothing, the cleaning of said uniforms and protective clothing and other incidental expense, or any other item or service covered under the clothing allowance while the Fire

Chief is on any type of leave including but not limited to vacation leave, sick leave, personal leave, injury leave under General Laws, Chapter 41, Section 111F, including regular days off during any type of leave or if the Fire Chief transfers from the Fire Department within three (3) months of the date such expenditure or retires from the Fire Department within three (3) months of the date of such expenditure or leaves the service of the Fire Department within three (3) months of the date of such expenditure. The Town may grant a waiver of this requirement if the Town determines that any uniform or protective clothing was damaged in the line of duty and could not be repaired.

### **Group Insurance**

The Fire Chief shall be eligible to participate in the present group insurance plan in accordance with the provisions of said plan in force and effect during the terms of his Agreement for employees of the Town of Halifax.

### **Contract Renewal**

The Town will provide written notification through certified mail to the Fire Chief ninety (90) days prior to the end of the contract period if the Board of Selectman does not intend to renew this agreement with the terms, conditions, compensation or benefits equal to or exceeding this agreement.

The Fire Chief will provide written notification through certified mail to the Town ninety (90) days prior to the end of the contract period if the Fire Chief does not intend to renew this agreement with the terms, conditions, compensation and benefits equal to or exceeding this agreement.

In the absence of such notification by neither party ninety (90) days prior to expiration of this agreement, this agreement shall automatically renew for a period of twelve (12) months.

The Town retains all rights to granted to it under the Massachusetts General Laws to appoint, discipline and remove the Fire Chief.

### **Voluntary Resignation**

Unless the parties otherwise agree, in the event that the Fire Chief resigns the position of Fire Chief with the Town, the Fire Chief will give the Town ninety days (90) written notification. The notification will be delivered by hand or certified mail the Chairman of The Board of Selectmen.

### **Funding**

This contract shall be subject to appropriation by the Town Meeting.

**Severability**

If any term or provision of this agreement is found contrary to law, all other terms and provisions shall be given full force and effect.

**Discipline or Discharge**

- It is agreed that the Fire Chief can be disciplined or discharged only for just cause, upon proper notice and only after hearing at which the Fire Chief shall have the right to be represented by counsel. The Fire Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. Disciplinary action shall require a majority vote of the Board of Selectmen. The principle of progressive discipline will apply and the Town recognizes its obligation to provide the Chief with annual performance evaluations. It is understood that the principle of progressive discipline need not apply for a more serious, egregious offense where suspension or termination might be the appropriate action.
- The Fire Chief may appeal any discipline or discharge of a committee of arbitrators consisting of three (3) persons. The three persons shall be chosen as follows: one by the Town, one by the Fire Chief, and one by the two so chosen. A majority of the three (3) member committee shall be sufficient to uphold or to reverse the discipline or discharge decision. The Arbitration panel’s decision shall be final and binding upon the parties
- In the event that the arbitration panel reverses the dismissal decision of the Board of Selectmen, the remedy shall consist of back pay from the date of termination and front pay to the expiration date of this agreement but no reinstatement shall apply.

**Agreement**

This contract constitutes the entire agreement between the Parties and shall not be reopened unless and until there is mutual consent between the Parties to do so. This agreement shall not be modified except by an instrument, in writing, and shall not be valid until and unless agreed to and signed by the Parties.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

By the Fire Chief

By the Town/Board of Selectmen

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