

**EMPLOYMENT AGREEMENT BETWEEN
JEROME A. THOMPSON JR.
AND THE TOWN OF HANSON, MA**

THIS AGREEMENT, made and entered as of this 15th day of March 2011, by and between the TOWN OF HANSON, a municipal corporation (hereinafter referred to as the "Board of Selectmen") and JEROME A. THOMPSON JR., an individual (hereinafter referred to as the "Fire Chief").

WHEREAS, the Board of Selectmen desires to employ the services of Jerome A. Thompson, Jr. as the Fire Chief as provided by Town By-Laws and Massachusetts General Law; and

WHEREAS, it is the desire of the Board of Selectmen, to provide certain benefits, establish certain conditions of employment, and to set working conditions of the Fire Chief, and

WHEREAS it is the desire of the Board of Selectmen (1) to secure and retain the services of Jerome A. Thompson, and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring the Fire Chief's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on behalf of the Fire Chief, and (4) to provide a just means for terminating the Fire Chief's services at such time as he may be unable to fully discharge his duties or when the Board of Selectmen may desire to otherwise terminate his employment; and

WHEREAS, pursuant to M.G.L. c. 48, § 42, the Fire Chief desires to accept an appointment and employment as Hanson Fire Chief and the Town agrees to so appoint and employ him.

I. TERM OF CONTRACT AND TERMINATION

This Agreement shall be for an initial term commencing July 1, 2011 and ending on June 30, 2014 subject, however, to prior termination as hereinafter provided. The benefits in this Agreement are based on a fiscal year and will be pro-rated for partial fiscal years

There shall be one (1) automatic one year extension of the Agreement (July 1, 2014 through June 30, 2015) under the following conditions:

- A. Between April 1 and May 31, 2013, the Chief notifies the Town in writing that the June 30, 2014, automatic one year extension date for the agreement is approaching.
- B. The Board fails to notify the Chief in writing by June 30, 2013 of its intention not to automatically extend the agreement at the end of its term. ("no automatic extension"). The Board's notice may include a statement of the Board's willingness to attempt to negotiate a successor agreement without negating the notice of no automatic extension. Likewise, any subsequent negotiations shall not negate the notice of no automatic extension.

- C. If, by mutual agreement between the parties, the Chief continues in office after the expiration of the initial term of the Agreement and/or the one year automatic extension and there is no successor Agreement, the Chief's employment shall continue to be governed by the terms of this Agreement, including his salary and benefits.

A timely notice by the Board not to extend the Agreement at the end of the initial term and/or after the automatic one year extension shall not constitute discipline.

II. HOURS OF WORK; CELLPHONE AND VEHICLE

- A. The Fire Chief shall generally work a forty (40) hour workweek. It is recognized that the Chief will be available for duty in cases of emergency. To this end, a cellular phone and pager will be provided for the Chief's use at the Town's expense.
- B. The Town shall provide a vehicle for use by the Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief in connection with the performance of his duties and for his professional growth and development. It may be used by the Chief for personal reasons, since the Chief is "on-call" in the event of emergency.
- C. The Chief agrees to devote that amount of time and energy, which is reasonably necessary for the Chief to faithfully perform the duties of Fire Chief under this agreement.
- D. To that end, it is recognized that the Chief may devote a great deal of time outside the normal office hours to fire department business. Therefore, the Chief shall be allowed to make adjustments in his schedule for time off so as not to adversely impact Department operations.

III. DUTIES

The Chief will perform the functions and duties specified in the Town By-Laws and to perform such other legally permissible and proper duties and functions as outlined in the Fire Chief's job description and Chapter 48, Section 42 of the General Laws of the Commonwealth of Massachusetts. The control of the Fire Department shall remain with the Fire Chief as defined under MGL Ch. 48, § 42. His duties shall include but not be limited to the following:

- A. The Chief shall supervise the daily operation of the Hanson Fire Department. The Chief shall supervise all department personnel.
- B. The Chief shall prepare the proposals for the Fire Department budget, which are submitted to the Town Administrator, Finance Committee and The Board of Selectmen.
- C. The Chief shall give oral and / or written reports to the Town Administrator and / or Board of Selectmen when requested or required in order to ensure that proper communication exists between the Board of Selectmen and the Fire Department.

- D. The Chief shall be responsible for all departmental expenditures, disbursements, and collected funds in accordance with the laws and statutes of the Commonwealth of Massachusetts and the Bylaws of the Town of Hanson.
- E. The Chief shall oversee and be responsible for all equipment, vehicles and non-expendable items assigned to the Fire Department.
- F. The Chief shall be responsible for all training programs for department personnel.
- G. The Chief shall assign shifts and duties of all department personnel.
- H. In consultation with the Town Administrator and Board of Selectmen and in recognition of their shared responsibility and authority, the Chief shall be responsible to maintain the discipline and good order of department personnel. In doing so, the Chief shall notify and consult with the Town Administrator when any officer engages in any conduct that might warrant discipline, including a written reprimand, suspension and discharge. The Chief recognizes that, while the Chief makes the final decision on suspensions and discharges, the decision is subject to the Town Administrator's determination, as the Town's collective bargaining agent, that it is consistent with the collective bargaining agreement between the Town and the Hanson Permanent Firefighters.
- I. In consultation with the Town Administrator and in recognition of their shared responsibility and authority, the Chief shall administer and enforce any collective bargaining agreement, contract, personnel policies or by-laws applicable to any Fire Department personnel, including bringing to the attention of the Town Administrator any issues arising thereunder. The Chief recognizes that the Town Administrator serves as the Town's chief union negotiator and makes the final decision on grievances. To the extent requested and authorized by the Town Administrator, the Chief will assist in collective bargaining matters, including negotiations.

IV. INDEMNIFICATION

Pursuant to M.G.L. c. 258, § 9, 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 (irrespective of whether the Fire Chief is on duty or off) to a maximum of \$1 million dollars, provided that such indemnification shall not apply to civil rights violations resulting from grossly negligent, willful or malicious conduct. This section shall survive the termination of this Agreement or removal of the Chief for the Chief's acts or omissions that occurred during his tenure as Chief.

V. PROFESSIONAL LIABILITY INSURANCE

The Town agrees to furnish at its expense, professional liability insurance for the Fire Chief with liability limits of One million dollars (\$1,000,000.00).

VI. INJURED ON DUTY

The Fire Chief shall be entitled to "injured on duty" benefits provided in Chapter 41 Section 111F of The Massachusetts General Laws. In recognition of the on the job exposure of the Chief to members of the public who may have certain medical conditions, the contraction of Hepatitis or AIDS shall be presumed to have been a line of duty injury within the meaning of Chapter 41 section 111F of the Massachusetts General Laws, unless it can be absolutely shown that non-service connected risk factors or non-service incidents caused the disease(s).

VII. HEALTH INSURANCE

The Town agrees that the Chief shall be entitled to participate in group health insurance coverage to the same extent and on the same terms as other Town Department Heads.

VIII. DEATH DURING TERM OF EMPLOYMENT

If the death of the Chief occurs during his term of employment, the Town shall pay to the Chief's estate all of the compensation that would otherwise have been payable to the Chief up to the date of the Chief's death. This includes but is not limited to unused vacation days, holidays, personal days and compensatory time.

IX. DISCIPLINE OR DISCHARGE

- A. During the term of this agreement, it is agreed that the Fire Chief can be suspended or removed for just cause in accordance with M.G.L. c. 48, § 42 upon proper notice and only after a hearing at which the Chief shall have the right to be represented by his counsel at his own expense. Before any such disciplinary hearing shall begin, the Chief shall be given advance notice thereof, together with a written statement of the charge or charges or other basis of the actions. The principles of progressive discipline shall apply. Any such suspension or removal shall suspend or terminate any applicable terms of this Contract. The Town recognizes the Chief's right to have any disciplinary hearing before the Board of Selectmen open to the public if the Chief so requests.
- B. The Chief may appeal any suspension or removal by the Appointing Authority to an arbitrator selected under the rules of the American Arbitration Association or otherwise mutually selected by the parties. The decision of the arbitrator shall be final and binding upon the parties, subject to either party's right to a review under M.G.L. c. 150C. All costs of such arbitration shall be equally borne between the Chief and the Town. Each party shall be responsible for their own attorney's fees.

X. COMPENSATION

The Town agrees to pay the Fire Chief an annual, all-inclusive salary of \$90,000.00. His salary shall be paid in installments on the same schedule as other Town employees. The

salary increase for subsequent years will be negotiated annually based upon satisfactory job performance as determined by the Board of Selectmen. (Section XII below). Unless expressly provided for in another section of this Agreement, the salary payment encompasses any and all compensation due the Chief from the Town.

XI. ANNUAL PERFORMANCE REVIEW

The Fire Chief and the Town Administrator shall meet annually for the purpose of reviewing the Chief's performance of his duties and responsibilities. Results of said review, including deficiencies in any area(s) of performance and any salary increase, if granted, shall be reduced to writing and provided to the Chief during said review.

Said performance review shall be conducted utilizing a Performance Review Evaluation Tool as may be adopted and/or revised by the Town Administrator.

XII. HOLIDAY PAY

A. Holiday pay shall be paid to the Chief for the following holidays:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Veteran's Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. Christmas Day
8. New Year's Day
9. Martin Luther King Day
10. Washington's Birthday
11. Patriot's Day
12. Memorial Day

B. The Town will pay the holidays to the Chief in lump sum as follows:

Holidays # 1-6 will be paid in the first pay period in December. Holidays #7-12 will be paid in the first pay period in May. Holiday pay shall be an extra day's pay over and above his weekly salary at the Chief's hourly rate.

C. The Chief shall have the option of being paid for a holiday or receiving compensatory time off.

XIII. PERSONAL LEAVE

The Town will provide the Chief three (3) personal days per fiscal year.

XIV. SICK LEAVE

Notwithstanding this Sick Leave provision, the parties agree to continue discussions, at either party's initiative, to change the terms of the provision, including providing for a different method of accruing sick leave and, if agreement is reached, to amend the Agreement accordingly.

SECTION 1: Sick leave for the Fire Chief shall be unlimited. Sick leave shall be considered to be absence from duty without loss of pay or benefits for the following reasons:

- a) Chief's illness or injury which incapacitates him from duty except where directly traceable to an employer other than the Town or to a work-related injury or illness covered by Chapter 41 Section 111F of the Massachusetts General Laws or intentionally self-inflicted injury.
- b) Medical, dental or optical treatment required for the Chief when such treatment cannot be accomplished on off-duty hours.
- c) When serious illness of the Chief's immediate family requires his personal attendance.

SECTION 2: Sick leave shall be granted in accordance with the following provisions:

- a) Sick days granted numbering one through ten in a given absence shall be under the direct supervision of the Town Administrator.
- b) On the completion of the tenth (10th) consecutive sick day in a given absence, the Town Administrator may convene a Board of Review. Said Board will consist of a member of the Board of Selectmen or their designated representative, a designated representative of the Chief, chosen by him, and the Town Administrator. The Board of review shall conduct a hearing on the sick leave in question and by majority vote take action on any of the following recommendations:
 - 1. Extend the sick leave for a specified amount of time and conduct another hearing upon expiration of the time specified.
 - 2. Require the Chief to produce a medical certificate and/or order their own examination of the Chief by a recognized medical Doctor at the Town's expense.
 - 3. Terminate the sick leave. If the Chief remains absent from employment it will be without pay, and the Review Board may recommend disciplinary action to follow.
 - 4. Make a recommendation that steps be taken to terminate the Chief's employment.
 - 5. No sick leave shall be refused for an obvious personal injury or illness or for a situation requiring non-elective surgery. If a dispute arises concerning a return date for employment, procedures that are set forth under SECTION 2B item number 2 of this article (above) shall be followed.

6. Abuse or falsification of any of the sick leave provision shall be cause for disciplinary action, including termination.

XV. BEREAVEMENT LEAVE

- A. The Chief shall be granted leave without loss of pay in the event of a death in his immediate family to include: Father, Mother, Brother, Sister, Wife, Child, Grandparents, In-Laws, and relatives within the Chief's household. Such leave shall not normally exceed three (3) days. The Chief, upon request, may designate the choice of the three (3) days generally consistent with funeral services but must use these days for reasonable purposes connected to the death, which must, out of necessity, be conducted at another time.
- B. If a death occurs in the immediate family while the Chief is on vacation, bereavement leave shall not be considered as part of vacation time.

XVI. PROFESSIONAL DEVELOPMENT

- A. The Town of Hanson recognizes its obligation to the professional development of the Fire Chief. The Town agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a Fire Chief. Any or all of the opportunities, including those set forth below, are subject to the Town's ability to pay, which shall be determined by the Town Administrator.
- B. The Town agrees that the Chief may attend seminar(s), conferences and courses, which in his judgment will be beneficial to his employment with the Town, preferably relating to Fire Department services or management.
- C. The Chief will be reimbursed by the Town for all proper expenses and fees incurred while attending said conferences, seminars and courses.
- D. The Town agrees to pay for professional dues, subscriptions and fees reasonably related to the professional growth, development, education and training of the Fire Chief. The Chief shall be allowed membership in professional Fire Chiefs organizations and such other professional organizations deemed necessary and appropriate as may be mutually agreed upon by the Chief and The Board of Selectmen.

XVII. VACATION

- A. The Chief shall be credited with 25 vacation days for each year of the Contract fulfilled.
- B. The Chief shall be entitled to carryover up to five (5) vacation days per fiscal year provided that such vacation carry over will not be carried over into any then subsequent fiscal year. The Town agrees to buy back up to five (5) accumulated vacation days per fiscal year upon the Chief's written notice to the Board of Selectmen prior to April 1 of each year.

- C. The Chief shall not lose his vacation pay if incapacitated because of injury or illness. In such cases, his vacation pay shall be transmitted to him or his estate with his last paycheck due in any calendar year.
- D. The Chief will give the Town Administrator reasonable advanced written notice of intent to use vacation time.
- E. The Chief shall designate an officer in charge of the department during such leave.
- F. The Chief shall be paid a lump sum for any unused vacation he has to his credit at the time of termination of his employment under this agreement.

XVIII. UNIFORMS

- A. It is recognized that the Chief shall wear regulation uniform on a daily basis at his discretion.
- B. The Town agrees that the Chief shall be reimbursed for the purchase and/ or maintenance of regulation uniforms or civilian attire as follows:
 - 1. Clothing allowance: \$525.00 payment to the Chief to be made on the first pay date in December.
 - 2. Cleaning allowance. \$325.00 payment to the Chief to be made on the first pay date in December.
- C. The Town agrees to replace any personal property, equipment, or clothing worn by the Chief covered by this agreement if lost, stolen, or damaged in the official performance of his duties. Such expense shall not be charged to the Chief's clothing allowance.

XIX. NO REDUCTION OF BENEFITS

The Town agrees that the Town shall not at any time during this contract reduce the Salary, Compensation, or any other benefits of The Chief, except to the extent that such reduction is evenly applied "across the board" for all Department Heads of the Town or Town Meeting does not appropriate sufficient funds.

XX. MODIFICATION

- A. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties. Either party desiring to modify or amend this contract must notify the other party in writing.
- B. Whenever this agreement calls for a determination by, or vote or action of The Board of Selectmen, acting as the appointing authority, The Board of Selectmen shall make any

such action or vote only in accordance with Chapter 39 section 23B of The Massachusetts General Laws.

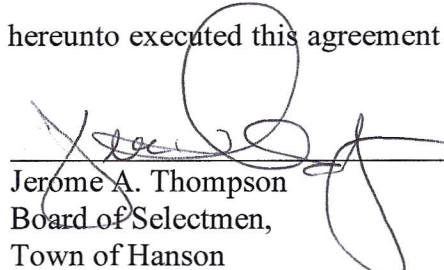
- C. If the parties are negotiating a new agreement, this contract will remain in full force and effect.


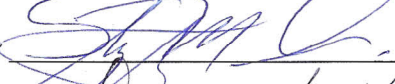

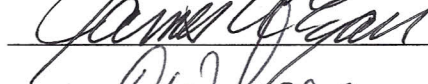

XXI. APPLICABLE LAW

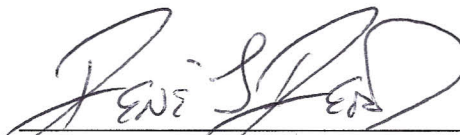
This Agreement, the interpretations thereof and the enforcement thereof, shall be governed by the laws of the Commonwealth of Massachusetts, including Massachusetts General Laws Chapter 41, Section 1080, to the exclusion of the law of any other forum without regard to the jurisdiction in which any action or special proceeding may be instituted. If any provision, or any portion thereof, contained in this Agreement shall be determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.

The monetary items called for by this Agreement are subject to appropriation by Town Meeting.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on this 15th day of March, 2011.


Jerome A. Thompson
Board of Selectmen,
Town of Hanson


Rene J. Read, Town Administrator