

**Employment Contract
Between
The Town of West Tisbury and Fire Chief**

This agreement sets forth the salary, terms, and conditions of employment between Gregory M Pachico, hereinafter referred to as the “Fire Chief”, and the Town of West Tisbury acting through its Select Board, 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”.

Authorization

This agreement is entered into between the Parties pursuant to Massachusetts General Laws Chapter 41, Section 108O.

Period of Employment

This agreement shall be effective July 1, 2021 through June 30, 2024 and may be extended for up to three additional years by the Fire Chief and the Town by mutual agreement signed by the Fire Chief and the Town.

Duties/Authority of the Fire Chief

The Fire Chief shall be the chief administrative officer of the West Tisbury Fire Department and agrees to faithfully perform all duties.

The Fire Chief reports to and is answerable to the Select Board or its designee. As such the Select Board or its designee may require that the Fire Chief provide such reports and advise as the Board requires such as 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.

The Fire Chief shall work with the building department conducting fire code inspections and enter such inspections in the town’s online permitting software.

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” meaning he will be available for work when the need arises 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 and other natural disasters. 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 Select Board or its designee. Therefore the Fire Chief will be available to attend meetings of the of Select Board 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 Select Board or its designee advised regarding times when the Fire Chief expects to be absent from Town or otherwise unavailable. The Chief will make arrangements, acceptable to the Select Board, for another member of his Command Staff to be available in the Chief’s absence.

Compensation

The West Tisbury Fire Department is a twenty-four hour, seven day a week operation, and because of the serious nature and sensitivity of its mission, it is recognized that the duties of Fire Chief will require that he schedule himself to work hours necessary to accomplish the responsibilities of the position. Fire Chief shall be considered exempt from the overtime provisions of the Fair Labor Standards Act and similar laws of the Commonwealth.

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

Year one (1)	\$120,000.00
Year two (2)	2.5%
Year three (3)	2.5%

Salary is payable on the town’s bi-weekly payroll schedule. The Fire Chief’s weekly pay will be calculated by dividing the annual salary by 52.3, and his daily pay will be his weekly pay divided by 5.

In addition, an annual wage adjustment will be given based on the Employee Cost Index for Wages and Salaries for State and Local Government Workers by Occupational Group and Industry Percentage Changes for Twelve Months ended in September.

Longevity Pay

After 5 years the Fire Chief will be given a longevity payment of 1%, and additional percent will be added at year 15 and every five years of employment thereafter.

Benefits:

Vacation Time:

The Fire Chief shall be entitled to vacation as outlined below:

- (a) Two (2) weeks of vacation with pay after completion of one year of service but less than five years of continuous service.
- (b) Three weeks of vacation with pay after five (5) years of continuous service but less than ten (10) years of service.
- (c) Four weeks of vacation with pay after ten (10) years of continuous service.
- (d) Five weeks of vacation with pay after twenty-five (25) years of continuous service.

Note: A “vacation week” consists of 5 calendar days. By way of example, should the Chief use two vacation days in any given work week, his accumulated number of available vacation days will be reduced by two. This same principle will apply anywhere in this agreement where leave, pay or benefits are to be calculated.

Vacation Scheduling. The Fire Chief will notify the Select Board or its designee when there is a planned vacation or personal day or when he otherwise will be unavailable. Vacation should be taken in the twelve months following the year in which it was earned. Unused vacation, up to one year’s worth, may be carried forward into the next twelve month period and requires the written approval of the Select Board. Carried over vacation time not so utilized within the next twelve month period shall be forfeited.

Vacation Benefits upon Termination: Upon termination, the Fire Chief or beneficiary shall be paid an amount equal to the vacation allowance as earned and not taken in the vacation year prior to such termination. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which termination occurred up to the time of the employee's separation from the payroll with the following exceptions:

- (a) The employee failed to give proper notice of termination. (See termination of employment).
- (b) The employee was terminated due to delinquency or misconduct on the part the employee.

Sick & Personal Leave:

The Fire Chief shall be entitled to Fifteen (15) sick days during each full year of employment, which shall accumulate at a rate of 1.25 days per month. Sick leave may not accumulate beyond 120 days.

Note: A “sick day” consists of a calendar day.

The Fire Chief shall also be entitled to three (3) personal days per year. These are not in addition to the 24 hours of unpaid leave provided for by the Massachusetts Small Necessities Leave Act; rather, it allows the Fire Chief to be paid for part or possibly all of such 24 hours provided he has not already used up part or all of his available personal days that year. Personal days do not carryover from year to year.

Separation Benefit: Upon retirement, death, or resignation of an employee, or termination by dismissal through no fault or delinquency of his own, the Town shall pay to the employee or his estate, as the case may be, an amount of money equal to 25% of the employee's accumulated unused sick leave up to a maximum of 120 days as of the effective date of retirement, resignation, or termination by dismissal through no fault or delinquency of his own, or the day of death.

Group Insurance

The Fire Chief shall be eligible to participate in the present group health 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 West Tisbury.

Indemnification

In accordance with M.G.L. Chapter 258, Section 13, the Town shall defend, save harmless and indemnify the Fire Chief against any tort, professional liability, claim or demand, or other civil legal action, brought by a third party whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as Fire Chief, provided that the Fire Chief acted within the scope of his duties. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Fire Chief.

Vehicle

The Town shall provide the Fire Chief with a vehicle. The vehicle 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 excluding vacation or off-island travel, (Excluding off-island department business or training). The Town shall provide for the maintenance, insurance and operating costs of said vehicle.

Dues and Subscriptions

The Town agrees to budget, subject to town meeting approval, 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 Fire Chiefs Association of Massachusetts.

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) subject to limits set by the Select Board incurred while attending or traveling to the aforementioned conferences. The Town also agrees to budget and, with town meeting approval, 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 subject to limits set by the Select Board and any fees associated with the certification or license with the exception of a driver's license.

Contract Renewal

The Town will provide written notification through certified mail to the Fire Chief six (6) months prior to the end of the contract period if the Select Board does not intend to renew this agreement.

The Fire Chief will provide written notification through certified mail to the Town six (6) months prior to the end of the contract period if the Fire Chief does not intend to renew this agreement.

In the absence of such notification by neither party six (6) months 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 Chair of the Select Board.

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 an open public hearing.

Disciplinary action shall require a majority vote of the Select Board. The principle of progressive discipline will apply as shown below 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.

Disciplinary Procedures: The Select Board shall be responsible for enforcing rules and regulations. Disciplinary action shall include only the following: oral reprimand, written reprimand, disciplinary probation, suspensions, demotion and discharge.

The severity of an infraction shall dictate the level of disciplinary action imposed. There is no requirement that every step be followed. So-called “progressive discipline” assumes the offense is not a serious one. Common sense and the nature of an employee’s misconduct may require starting at a higher level of discipline, even with discharge.

- a) Oral reprimand. The Select Board observing or being made aware of an action of the Fire Chief warranting disciplinary action may issue an oral warning to the employee. The oral warning shall be presented with maximum regard for minimizing embarrassment to the Fire Chief and shall include a statement concerning the purpose of the warning. An oral reprimand shall be noted in the Fire Chief's personnel file.
- b) Written reprimand. If an oral warning shall fail to correct an action warranting disciplinary action, the Select Board shall issue a written warning including reasons for the warning and an offer of assistance on the part of the Select Board in correcting the unsatisfactory situation. A copy of the written warning shall be placed in the Fire Chief's personnel file and carry a specified period in which the behavior shall be improved. The written warnings shall be provided to the Fire Chief.
- c) Disciplinary Probation. If a written warning fails to correct the situation the Fire Chief may be placed on disciplinary probation for a period of up to three (3) months by the Select Board. A written notice of such probationary period shall be provided to the Fire Chief. A copy of such notice shall be included in the employee's personnel file.
- d) Suspension. At the discretion of the Select Board, and with sufficient cause, the Fire Chief may be suspended without pay. Suspension may be in lieu of oral reprimand, written reprimand, and disciplinary probation and may be effective immediately. Within forty-eight (48) hours of the effective date of the suspension the Fire Chief shall be provided with a written notice stating the reasons for and the length of the suspension.

- e) Discharge. The Fire Chief may be discharged for unsatisfactory job performance, insubordination, violation of Town regulations, conduct unbecoming a Fire Chief, or after exhausting other disciplinary procedures. The Select Board shall provide the Fire Chief with a written notice stating the reason or reasons for the discharge and the effective date of the discharge.

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/Select Board

By the Town Counsel