

**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 1080.

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 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 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” 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 Board of Selectmen 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.

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. In recognition of the critical public safety nature of Fire Chief’s duties to the citizens of West Tisbury, the Fire Chief shall be on call for emergencies at other times on an as needed basis, except during vacation, sick or disability leave periods, and other excusable absences, duly authorized by the Town. The Fire Chief may be required to make inspections, attend meetings, and respond to emergencies and investigations. The Fire Chief will spend such time as necessary to ensure the efficient operation of the Fire Department. 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%

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.

After 10 years the Fire Chief will be given a longevity payment of 1%, and additional percent will be added every five years of employment thereafter.

Salary is payable on the town's bi-weekly payroll schedule in an amount of the current annual salary divided by 2088 (normal full-time employee work hours in a year) times 80 (normal full-time employee work hours in a two week period) upon submittal of a signed request for the most recent two week town pay period that includes a report of any leave taken during that period.

Upon termination or retirement the Fire Chief will receive compensation for unused accrued leave, including 25% of sick leave up to the maximum allowable hours of 120, at an hourly rate determined by dividing the current annual salary by 2088 (normal number of work hours in a year)

Benefits:

Vacation Time:

The Fire Chief shall be entitled to vacation (calculated based on a 40 hour work week) as outlined below:

- (a) Two (2) weeks (twice the number of days regularly scheduled in each week) of vacation with pay after completion of one year of service but less than five years of continuous service.
- (b) Three weeks (three times the number of days regularly scheduled in each week) of vacation with pay after five (5) years of continuous service but less than ten (10) years of service.
- (c) Four weeks (four times the number of days regularly scheduled in each week) of vacation with pay after ten (10) years of continuous service.
- (d) Five weeks (five times the number of days regularly scheduled in each week) of vacation with pay after twenty-five (25) years of continuous service.

Vacation Scheduling. The Fire Chief will notify the Select Board when there is a planned vacation or personal day or otherwise will be unavailable. Vacation should be taken in the twelve months following the year in which it was earned. Unused vacation 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 granted 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 (calculated on the basis of a 40 hour work week). Sick leave may not accumulate beyond 120 days. The Fire Chief shall also be entitled to two (3) personal days per 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. The rate of pay for the sick leave shall be based on a forty hour work week for which the employee is employed by the Town at the time of retirement, resignation, termination by dismissal through no fault or delinquency of his own, or 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) 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 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 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 six (6) months 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 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 Chairman of The Board of Selectmen.

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 Board of Selectmen. 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, and discharge.

Transferring an employee may be done whenever the best interest of the department or Town would be served. 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 action of an employee 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 employee and shall include a statement concerning the purpose of the warning. An oral reprimand shall be noted in the employee'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 employee's personnel file and carry a specified period in which the behavior shall be improved. The written warning shall be provided to the employee.
- c) Disciplinary Probation. If a written warning fails to correct the situation the employee 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 employee. 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, an employee may be suspended without pay for a period or periods not to exceed twenty (20) working days in any twelve (12) month period. 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 employee shall be provided with a written notice stating the reasons for and the length of the suspension.

e) **Discharge.** An employee may be discharged for unsatisfactory job performance, violation of Town regulations, or after exhausting other disciplinary procedures. The Select Board shall provide the employee 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/Board of Selectmen

By the Town Council