

Fire & Ambulance Assistant Chief Contract

Town of Douglas

Agreement made this **30th** day of **November, 2020** by and between the **Town of Douglas** (hereinafter the **Town**) and **Kelly Manning** of Douglas, Massachusetts (hereinafter the **Assistant Chief**):

WHEREAS, the Town is desirous of maintaining the services of the Assistant Chief in the administration and operations of the Douglas Fire & Ambulance Department; and

WHEREAS, the Assistant Chief is willing to perform the duties of the position of Assistant Chief according to the terms and conditions of this contract;

NOW, THEREFORE, the Town and the Assistant Chief hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which said Assistant Chief shall be entitled as Assistant Chief.

1. Duties:

The Town hereby agrees to employ Kelly Manning to serve as Assistant Chief. The Assistant Chief's duties are set out in the Assistant Chief Job Description, attached hereto as Attachment A.

2. Hours of Work:

The Assistant Chief agrees to devote the amount of time and energy which is reasonably necessary for her to faithfully perform the duties of Assistant Chief. Except as provided below, the Assistant Chief's schedule will consist of at least 40 hours from Monday through Friday, with Saturday and Sunday off.

The Assistant Chief must work an average of 40 hours per week over the course of a year. It is recognized that situations will arise when the Assistant Chief must devote additional time outside her normal hours of work. With the approval of the Chief, the Assistant Chief may offset the extra time worked by reducing regularly scheduled hours accordingly. The Assistant Chief will not receive compensation for the extra time worked.

At the discretion of the Chief, the Assistant Chief shall be eligible for shift coverage overtime at 1.5 times her prorated hourly rate of pay. The Assistant Chief will only be eligible for such coverage overtime when it will allow the Department to avoid forced overtime of a Lieutenant or Firefighter/EMT, and only after the list of Lieutenants and full time firefighter/EMTs that could provide coverage has been exhausted.

The Assistant Chief shall be entitled to holidays off as provided for in the Personnel By-Law. In the event that the Assistant Chief is required to work on a holiday, she will receive pay for the hours worked on the holiday at a rate 1.5 times her prorated hourly rate of pay.

The Assistant Chief will be eligible for outside details in the same manner and will be compensated at the same hourly rate as the regular full time firefighters of the Town.

At the discretion of the Chief, the Assistant Chief may work up to sixteen (16) hours per calendar month as an emergency room nurse. Further, it is understood that the Assistant Chief will maintain her assignment to the Massachusetts Department of Fire Services Hazardous Materials Response Unit, District Three, and that the Town may be reimbursed for her time or to backfill her position in the event she responds to an incident, training event or other assignments for that team.

In the Chief's absence the work schedule of the Assistant Chief may be altered to meet the needs of the Department.

3. Indemnification:

To the extent permitted by Law, the Town agrees that the Town shall defend, save harmless and indemnify the Assistant 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 the Assistant Chief's duties, in an amount not to exceed \$1,000,000.00 . The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon to the same extent and in the same manner as the Town does for any other employee, even if said claim has been made following the Assistant Chief's termination from employment except for any acts or omissions of the Assistant Chief which do not subject the Town to liability under the provisions of Chapter 258 of the Massachusetts General Laws.

The town shall not indemnify the Assistant Chief for any potential disciplinary hearing or disciplinary action by the Board of Selectmen, or any proceedings or lawsuits brought by the Assistant Chief against the Town or any current or former town officials and/or employees. The Town shall not indemnify the Assistant Chief for expenses incurred in connection to any criminal

actions brought against the Assistant Chief. Indemnification shall only be allowed provided that the Assistant Chief has obtained prior approval for the retention of outside counsel.

4. Health and Life Insurance:

The Assistant Chief shall be eligible for all health and life insurance benefits for which all full time employees are eligible. The Town agrees to contribute toward the cost of such insurance programs an amount or percentage not less than that contributed on behalf of all other non-union personnel.

5. Injured On Duty:

The Assistant Chief shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

Work related injury: If the Assistant Chief is on leave without loss of pay pursuant to Chapter 41, section 111F of the Massachusetts General Laws, she may, with written approval of her doctor and/or written approval from a physician designated by the Town, and at the discretion of the Chief, be required to perform limited duty on either a full time or part time basis, provided the Chief, in the Chief's discretion, determines that there is limited duty available to be performed by the Assistant Chief and orders the Assistant Chief to do so.

The Chief shall assign the Assistant Chief to her normally scheduled shift unless there is no appropriate work to be performed on that shift. In such case, the Chief will be able to assign the Assistant Chief to an appropriate shift or limited duty necessary for the efficient implementation of this section.

Non-Work related injury: If the Assistant Chief is on leave due to a non-work related injury, she may, with written approval from her physician, be allowed to perform limited duty on either a full time or part time basis, provided the Chief, in the Chief's discretion, determines that there is limited duty available to be performed by the Assistant Chief. The Chief shall have full authority to assign and reassign the Assistant Chief to any shift or limited duty necessary for the efficient implementation of this section.

Limited/Light Duty Assignments: Limited/light duty assignments shall include any duty to which an employee might otherwise be assigned, consistent with such employees physical limitations; including, but not limited to: clerical, dispatching, training, investigative assistance, court work, school related work, public relations, inspections, or any similar limited or light duty task that may arise.

6. Cancer Presumption

Notwithstanding the provisions of any general or special law to the contrary, the Town recognizes that the Assistant Chief may encounter exposures to heat, radiation, or a known or suspected carcinogen during the performance of her duties. The following are potential risks or conditions of cancer that arise as a result of those exposures:

- Cancer of the skin;
- Cancer of the central nervous, lymphatic, digestive, hematological, urinary, skeletal, oral or prostate systems;
- Cancer of the lung or respiratory tract.

The Town recognizes that the Assistant Chief passed a physical examination upon entry into service or subsequently, and the examination did not reveal any evidence of such conditions.

Where the physical examination did not reveal any evidence of such conditions, it can be presumed that such conditions were suffered during the performance of the Assistant Chief's duties and statistically significant correlation with fire service, unless it is shown by a preponderance of the evidence that non-service related risk factors or non-service related accidents or hazards were the cause of the disability.

The Town maintains its right to have the Assistant Chief examined by a physician designated by the Chief or the Town Administrator, without expense to the employee, and it maintains the right to a complete report from such physician. The Assistant Chief, as a condition of continued eligibility, must agree to be examined by the Town's chosen physician when requested by the Chief or Town Administrator, and allow the release of all medical records pertaining to the condition to the Town. The Town will pay reasonable travel expenses if it requires the Assistant Chief to visit a physician outside the greater Worcester area.

7. Infectious / Contagious Disease Presumption

For "injured on duty" leave under Section 111F of Chapter 41 of the General Laws, the Assistant Chief shall be presumed to have contracted an infectious/contagious disease in the line of duty, provided she meets the following requirements:

- She has had a baseline test, which was negative upon hiring or subsequent to hiring;
- She shall submit to follow up testing and any reasonable medical prophylactic treatment for the disease in question;
- She shall report all known exposures pursuant to Department rules, regulations, and procedures to the Chief within twenty-four (24) hours of the exposure or within twenty four (24) hours of notification from the hospital of said exposure;

- She shall submit such documentation as may be required by the Chief.

If the Assistant Chief is exposed to an infectious/contagious disease in the line of duty, the Chief or designated Infection Control Officer (ICO) shall contact her as soon as possible to ascertain her status and to refer her to treatment and/or counseling.

If the Assistant Chief is exposed to an infectious/contagious disease, she may choose not to submit to follow-up testing, treatment, or documentation, but will have to prove that the cause of the infectious/contagious disease was work-related, and shall not be eligible for the presumption under this section.

If the Assistant Chief is exposed to an infectious/contagious disease for which no medically reliable baseline test is available, she shall be presumed to have contracted the disease in the line of duty provided that she follows the requirements above.

The Chief, Town physician or the ICO shall keep all employee medical records related to infectious/contagious diseases as required by law. If the Assistant Chief invokes the presumption, the Chief or the ICO shall be the contact person for the Town. The Chief will establish a procedure for the safeguarding of all confidential medical records as they pertain to infectious/contagious disease as required by law.

Infectious/contagious disease shall be defined as a disease included within the list of life threatening infectious diseases developed by the United States Secretary of Health and Human Services pursuant to the Public Health Service Act, Section 300ff-131 of Chapter 6A of Title 42 of the United States Code. Infectious/contagious diseases include: hepatitis, clostridium, rubella, tuberculosis, human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS-related complex, smallpox, anthrax, or any other disease so classified by the Secretary of Health and Human Services for the life of this contract.

The parties recognize that some infectious/contagious diseases do not become manifest for a period of time after exposure. The delay in onset of a disease shall not be grounds for denial of injury leave benefits provided all other requirements of this section have been met.

This section, except as to the presumption, and as to the applicability of the presumption, is without prejudice to the remaining provisions of General Laws Chapter 41, Section 111F.

The presumption contained in this section may be rebutted by a preponderance of evidence demonstrating that the employee contracted the infectious/contagious disease outside the line of duty.

8. Dues and Subscriptions:

The Town agrees, subject to appropriation, to budget and pay an appropriate amount for professional dues and subscriptions of the Assistant Chief to support her continued professional growth and development. All dues and subscriptions will be subject to prior approval of the Chief.

9. Professional Development:

The Town supports the professional development of the Assistant Chief and agrees that the Assistant Chief shall be given adequate opportunities to develop her skills and abilities as a firefighter, paramedic, and administrator. The Town agrees, subject to appropriation, to pay for travel and subsistence expenses of the Assistant Chief for training courses, institutions, and seminars that are necessary for the professional development of the Assistant Chief. Attendance at any training course, institute, or seminar shall be subject to prior approval of the Chief.

10. Wellness Incentive:

The Town shall reimburse the Assistant Chief up to \$475.00 for expenses incurred through membership fees or dues to a Health Club(s), Gym(s) or Fitness Program(s) or purchase(s) of home gym equipment.

Home gym equipment will not include footwear, apparel, extended warranties, service plans or installation costs. All equipment purchases shall be preapproved by the Chief. The Town will make reimbursements after purchase and submission of invoices.

11. Discipline or Discharge:

A. It is agreed that the Assistant Chief can be disciplined or discharged only for just cause, upon proper notice and after a hearing at which the Assistant Chief shall have the right to be represented by counsel. The Assistant Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or to be held as an open or public meeting. The principle of progressive discipline shall apply.

B. The Assistant Chief may appeal any discipline or discharge to any Superior Court having jurisdiction of any petition for a writ of mandamus for the reinstatement of the Assistant Chief if she alleges she has been improperly disciplined or discharged.

C. In the event of the discipline of the Assistant Chief, if the Superior Court shall reverse the discipline, the Assistant Chief shall be entitled to back pay, benefits, and counsel fees.

D. In the event that the Assistant Chief is terminated by the Town for any reason(s) other than for just cause, and a Massachusetts Court shall reverse the discharge, the Town agrees either to pay the Assistant Chief a lump sum severance payment equal to the balance of any term of appointment but in no event less than twelve (12) month's salary and benefits, or reinstate the Assistant Chief to duty with back pay, benefits, and counsel fees. The Assistant Chief shall choose between these remedies within fourteen (14) calendar days of the filing of the Superior Court's judgment or any final appeal taken therefrom.

E. In the event the Assistant Chief intends to voluntarily resign her position with the Town before the natural expiration of the aforesaid term of her employment, then the Assistant Chief shall give the Town sixty (60) days' notice in advance unless the parties otherwise agree in writing. Provided such notice is given, the Assistant Chief will be entitled to receive pay for any unused vacation leave.

12. Performance Evaluations:

No less than sixty (60) days before each anniversary date of this agreement, the Chief shall review and evaluate the performance of the Assistant Chief. The evaluation shall be predicated upon the job description for the position of Assistant Chief for the Town. The Chief shall provide the Assistant Chief with written findings, and provide the Assistant Chief the opportunity to discuss her evaluation and respond in writing to the Chief.

13. Compensation:

In year one of this contract, the Assistant Chief shall receive a salary of \$90,000.

In each of the succeeding years of this contract, the Assistant Chief shall receive the same salary as stated above, plus at least any increases in the same percentage received by all non-union management grade personnel of the Town, subject to appropriation, typically referred to as a "cost of living adjustment (COLA)".

At the sole discretion of the Chief, and based upon the results of the Assistant Chief's written performance evaluation as provided by the Chief, the Assistant Chief may earn a step increase each year up to the rate of increase between the steps of the non-union management compensation table, provided that, the Assistant Chief shall not be compensated at a rate

exceeding ninety percent (90%) of the Chief's total annual compensation, inclusive of base salary, stipends, clothing allowance and longevity.

The Assistant Chief shall receive an annual stipend of \$1,700 to obtain and maintain the Douglas Fire and Ambulance Department standard uniform as detailed in the Firefighter Union Contract and/or the Standard Operating Procedures of the Department. The stipend shall be paid in two equal installments every fiscal year, in the first full pay period of July and the first full pay period of January.

14. Vacation Time

For purposes of vacation time, the Assistant Chief shall be given three (3) weeks of vacation per year, in recognition of her long term service to the Town as a call firefighter and management level status. She may carry up to five (5) vacation days from one fiscal year to the next, provided that, carried-over days must be used by September 30 of each calendar year.

15. Death During Term of Employment:

If the Assistant Chief dies during the term of her employment, the Town shall pay to the Assistant Chief's estate all the compensation which would otherwise be payable to the Assistant Chief up to the date of the Assistant Chief's death, including, but not limited to, unused vacation days, sick days, and holidays.

16. No Reduction of Benefits:

The Town agrees that the Town shall not at any time during this contract reduce the salary, compensation or other benefits of the Assistant Chief, except to the extent that such reduction is evenly applied across the board for all employees of the Town.

17. Modification:

No change or modification of this contract shall be valid unless it shall be in writing and signed by both of the parties.

18. Law Governing:

This contract shall be construed and governed by the laws of the Commonwealth of Massachusetts. The Personnel By-Law and Policies and Procedures of the Town of Douglas govern all terms of employment not addressed by this agreement.

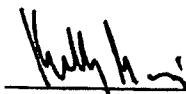
19. Severability of Provisions:

If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

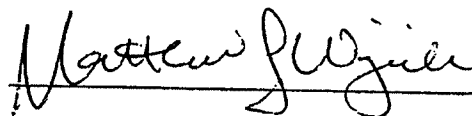
20. Appointment and Length of Agreement:

- A. The appointment to the position of Assistant Chief of the Fire and Ambulance Department shall be for a period of 3 years.
- B. This Agreement shall take effect on **November 30, 2020**, and shall remain in full force and effect until **November 29, 2023**.
- C. Nine (9) months prior to the expiration of this agreement, the Assistant Chief shall notify the Town in writing of her intent to renegotiate a renewal. The Town shall then have one (1) month to respond to such request. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than six (6) months prior to the end of its initial or any extended terms, this contract shall automatically be extended on the then applicable terms and conditions for an additional year.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.



Assistant Chief



Town Administrator

Signed and agreed upon by all parties on this 16th day of November, 2020.

Attachment A

FIRE DEPARTMENT – ASSISTANT FIRE CHIEF (CAREER)

Reports directly to the Fire Chief and to the Deputy Chief, in the absence of the Fire Chief.

NATURE OF WORK:

The Assistant Fire Chief serves as third in command to the Fire Chief, in association with the Deputy Fire Chief. Assists in planning, directing, managing, and overseeing the activities and operations of the fire department. This includes fire suppression, emergency medical services, hazardous material response, technical rescue, disaster preparedness, fire prevention/code enforcement, and related programs, services, and operations; coordinates assigned activities with outside agencies; serves as a command duty officer and responds to incidents; may represent the fire department in the absence of the fire chief; and provides highly responsible and complex administrative and management support to the fire chief. Supervises Career Lieutenants and Call Lieutenants/Call Captains, the training officer/division, and EMS Coordinator.

SPECIFIC DUTIES AND RESPONSIBILITIES:

The Assistant Chief shall consistently perform the following duties and have the listed responsibilities:

1. Recommend and/or perform the full range of management duties (with appropriate executive review) including performance evaluations, transferring, and disciplining.
2. Monitor internal operations and procedures to ensure compliance with the collective bargaining agreement, rules, regulations, policies, and procedures.
3. Assist in the preparation and supervision of program budgets that may include operations, EMS, and training.
4. Assist/Engage in planning activity to maintain the department's strategic plan, standard of coverage, and other plans.
5. Ensure the success of both full time member and call member recruitment and retention.
6. Ensure safe and effective command of incident operations.

Periodic Duties - On occasion the Assistant Chief may:

1. Represent the department on a local, regional, state, and national level as directed or approved by the Fire Chief
2. Operate as a company officer in the absence of appropriate level of span of control at an incident scene, when there is appropriate personnel in an incident command and/or operations role.
3. Operate as a primary paramedic on the fire department ambulance

REQUIREMENTS AND ADDITIONAL QUALIFICATIONS:

1. Associates degree in Fire Science or related field from an accredited university or college with additional specialized training in fire department operations and administration.
2. Proboard/IFSAC or equivalent certifications: Firefighter I/II, Hazardous Materials Operational Level, Fire Officer I, Fire Instructor I.
3. Eight (8) years of progressively responsible experience as a firefighter or officer with at least five years of divisional responsibility.
4. Five years of full time experience as an EMT-Paramedic.
5. The Douglas Fire Department / Town of Douglas reserves the right to evaluate and consider, at its discretion, any combination of education and experience that tends to indicate the applicant possesses the skills, knowledge, and abilities listed herein.

DESIRABLE QUALIFICATIONS:

1. A bachelor's degree in fire science or related field from an accredited university or college with additional specialized training in fire department operations and administration.
2. A master's degree in public administration or related field from an accredited university or college.
3. Certification - Fire Officer II or III, Fire Instructor II or III
4. Graduation from Executive Fire Officer Program or Chief Fire Officer Program (MFA or NFA).
5. Experience as an EMS manager (i.e. EMS Coordinator).

KNOWLEDGE AND ABILITIES:

The Assistant Chief shall demonstrate the following knowledge, skills, and abilities:

1. Knowledge of:
 - a. Modern administration principals, practices, and terminology related to public administration and fire department operations.
 - b. The Incident Command System in all disciplines
 - c. Principles, practices, and emerging trends of modern firefighting and emergency operations, including: fire suppression/attack, EMS programs, hazardous materials, technical rescue, and all hazards risk reduction.
 - d. Related ordinances, laws, rules, and regulations, national codes and standards.
 - e. Effective labor relations, contract negotiations, and conflict resolution techniques.
 - f. Program development and administration techniques.
 - g. Modern fire service technology, computer operating systems, and software applications
2. Ability to:
 - a. Work effectively with others.
 - b. Establish and maintain effective working relationships with other employees, supervisors, town officials, and the general public.
 - c. Remain clear-headed and diplomatic in stressful situations.

- d. Provide effective written and verbal communications to subordinates.
 - e. Maintain high morale and discipline throughout the department.
3. Skills:
- a. Necessary to maintain minimum qualifications and required certifications.
 - b. Decisive in work setting, a skillful problem solver, a demonstrated team player.

SALARY, BENEFITS, AND SCHEDULE:

- 1. The Assistant Chief will be scheduled a minimum of four per week, 10 hour days.
- 2. Additional hours as required to fulfill position duties.
- 3. The board of selectman will publish base salary and other benefits in Assistant Chief's contract's, as past practice with the Fire Chief.