



TOWN OF DOUGLAS

OFFICE OF THE SELECTMEN

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Kevin D. Morse – Chairman
Michael E. Fitzpatrick– Vice Chairman
Timothy P. Bonin
Maxwell S. Postma
Ross I. Smith

Matthew J. Wojcik
Town Administrator

Lisa C. Freeman
Executive Assistant

September 19, 2023

Board of Selectmen
29 Depot Street
Douglas, Massachusetts 01516

Via e-mail

Members of the Board:

I write to provide notice that I have appointed John Furno to the permanent role of Chief, Douglas Fire and Ambulance Department. Further, John and I have negotiated a contract setting forth the terms of his employment, which is attached for your review.

Pursuant to the Special Act, you have 21 days to act on my appointment before it takes effect on its own. It is my view that you must take a separate vote on the contract, as it extends to the employee rights and privileges above and beyond the Personnel By-Law and Personnel Policies and Procedures of the Town, as contracts are allowed to do. The effective date of the appointment is October 10, 2023. Note, however, the contract is retroactive to July 1, 2023, in order to preserve synchronization with the fiscal year.

John will continue as Acting Chief until his appointment and contract are approved, or a replacement named if it is not.

Thank you for your consideration of this important matter.

Sincerely,

Matthew J. Wojcik



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APPOINTMENT OF CHIEF, DOUGLAS FIRE AND AMBULANCE DEPARTMENT

September 19, 2023

Pursuant to Section 1-2(b) of the Act Establishing a Town Administrator and Municipal Finance Department in the Town of Douglas, I appoint John Furno, of Douglas, to the role of Chief, Fire and Ambulance Department.

Notice given to the Board of Selectmen on this date. The appointment shall be effective on October 10, 2023, unless approved on an earlier date by the Board. The terms and conditions of the Chief's employment are laid out in a contract authorized by MGL Chapter 41, Section 108O, which shall be posted for approval by the Board in open session.

Matthew J. Wojcik
Town Administrator

**EMPLOYMENT AGREEMENT BETWEEN THE
TOWN OF DOUGLAS
AND
CHIEF OF DEPARTMENT,
DOUGLAS FIRE & AMBULANCE**

Agreement made this 19th day of September 2023, by and between the Town of Douglas (hereinafter, "the Town") and John Furno of Douglas, Massachusetts (hereinafter, "the Chief"), pursuant to Massachusetts General Law, Chapter 41, Section 108O.

WHEREAS, the Town desires to secure the services of John Furno in the command and administration of the Fire and Ambulance Department as its Chief; and

WHEREAS, John Furno is willing to serve as Chief according to the terms and conditions of this Contract;

NOW THEREFORE, the Town and John Furno hereby agree upon the following terms and conditions:

1. DUTIES

The command and administrative control of the Fire and Ambulance Department shall be the responsibility of the Chief. The Chief's duties shall include, but not be limited, to the following:

- A. Planning, organization, staffing, supervision, administration, and oversight of fire, rescue, and emergency medical services provided to the Town;
- B. Management of all Fire and Ambulance Department personnel, including, but not limited to, training, scheduling, evaluating, promoting and disciplining of employees;
- C. Service as the local official having jurisdiction for purposes of review, inspection and enforcement under the life safety code, or selecting an appropriate subordinate within the full time department to complete this role and providing oversight of the designee's activities;
- D. Seeking grants from all available sources to support the Fire and Ambulance Department's various operating and capital funding needs;
- E. Preparation and submission of an annual and five year Fire and Ambulance Department operating budget request, in accordance with the scheduling and formatting requirements provided by the Town Administrator;
- F. Preparation and submission of a one year, five year and twenty year asset management plan for the Fire and Ambulance Department, including capital funding requests, in accordance with the scheduling and formatting requirements provided by the Town Administrator;
- G. Keeping the Town Administrator regularly apprised of Fire and Ambulance Department activities;
- H. Submission of reports to the Town Administrator either orally or in writing when requested or required;

- I. Being responsible for all Fire and Ambulance Department expenditures in accordance with the budget passed by Town Meeting;
- J. Being responsible for the receipt of funds and property in the custody of the Fire and Ambulance Department;
- K. Coordination of maintenance and repair of all buildings assigned to the Fire and Ambulance Department;
- L. Supervision and control of all Fire and Ambulance Department equipment, clothing, and vehicles;
- M. Establishment of uniform, outfit, and vehicle specifications for the Fire and Ambulance Department;
- N. Issuance of orders, rules, regulations, policies and standard operating procedures;
- O. Being available for annual and special Town Meetings, and hearings or meetings before any Board of the Town at which the Fire and Ambulance Department is required to appear;
- P. Being responsible for communications with the public, including the media, on matters related to fire safety, fire operations, and Fire and Ambulance Department policy;
- Q. Serving as the Town's Emergency Management Director, provided that, by mutual agreement with the Town Administrator in writing and appended hereto, the Town Administrator may designate a suitably qualified person to serve in this role;
- R. Performing related duties as required by the Town Administrator;
- S. Performing duties and responsibilities in a professional and competent manner.

2. HOURS OF WORK

- A. The Chief agrees to devote that amount of time and energy that is reasonably necessary for the Chief to perform the duties of Chief under this Contract, which shall average no less than forty (40) hours per calendar week of hours worked or benefit time discharged under Section 4, below.
- B. The Chief is on call twenty-four (24) hours a day, seven (7) days a week, every day of the calendar year. While on any form of leave under this contract, or out of town for more than 24 hours, the Chief shall, with the approval of the Town Administrator, designate a qualified member of the department to serve in his role until he returns to active service.
- C. The Town recognizes that, based upon the unpredictable time commitment involved in emergency response, the Chief will likely work well beyond normal office hours (8:30 AM to 4:30 PM weekdays) from time to time. When this pattern arises, the Chief may be allowed to take reasonable time off during normal office hours, provided that such time off shall be approved by the Town Administrator. Time off under this subsection shall not be deducted from the Chief's vacation or personal time off as provided for in Section 4 below.
- D. The Town acknowledges the Chief's many roles in Town, including long, dedicated service as the Douglas High School softball coach. The Parties have arrived at the following accommodation of this service within the parameters of the Chief's service as a salaried first responder:

1. When the Chief will be engaged in any activity as the DHS softball coach during regular business hours (8:30 AM – 5:00 PM Monday – Friday), the Chief will take the time as unpaid leave. In the alternative, the Chief may waive his compensation as a coach.
 2. If the Chief takes his coaching time as unpaid leave from his regular salary, he may, after a recorded vote of the Board of Selectmen if required by the Ethics Commission, receive his coach's stipend from the Douglas Public Schools on the same terms and conditions as all other coaches.
 3. When the Chief is engaged in any activity as the DHS softball coach, the Chief will designate an Officer in Charge (OIC) to serve in the command role while he is unavailable. In the discretion of the OIC or the Town Administrator, or upon request of the Chief of Police or his designee, the Chief may be requested to leave a softball activity to address incidents rising to the level of his direct involvement, including but not limited to, any fire incident in the Town of Douglas that goes above the level of the first run card, or "first alarm" as frequently used in conversation.
 4. In order to comply with item (2) immediately above, the Chief shall be permitted to utilize a Department vehicle to travel to and from softball activities, regardless of distance from the Town.
- E. Additional employment must be pre-approved in writing by the Town Administrator.

3. **INDEMNIFICATION**

- A. To the extent permitted by Law, the Town agrees that it shall defend, save harmless and indemnify the 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 Chief's duties as Chief of the Fire and Ambulance Department within the scope of his office and provided he acted in good faith.
- B. The Chief agrees to notify the Town promptly of any such claim and to cooperate fully with counsel designated by the Town to handle such claim.
- C. The Town agrees to indemnify the Chief, provided that the Chief has obtained the prior approval of the Town to retain outside counsel.
- D. The Town may obtain such insurance in an amount not to exceed one million dollars (\$1,000,000.00) to cover its obligation hereunder as it deems appropriate.
- E. 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 Chief.
- F. The Town shall not indemnify the Chief for expenses associated with disciplinary action initiated by the Town, or any proceedings or lawsuits brought by the Chief against the Town or any current or former Town official(s) and/or employee(s).

- G. The Town shall not indemnify the Chief for expenses incurred in connection to any criminal action brought against him.
- H. This section shall survive the termination of this Contract.

4. **BENEFITS**

- A. **Health and Life Insurance:** The Chief shall be eligible for all health and life insurance benefits for which other non-bargaining unit Department Heads are eligible. The Town agrees to contribute towards the cost of the insurance programs an amount or percentage not less than the highest applicable amount or percentage available to full time Department Heads of the Town.
- B. **Vacation:** The Chief shall be entitled to thirty (30) workdays of vacation leave during each year of this Agreement, which shall be deemed accrued on July 1 of each year of this contract. Upon the written request of the Chief, the Town Administrator may approve the carry-over of up to five (5) days of accrued, unused vacation leave from one fiscal year to another. Days which are carried over must be used within the first sixty (60) calendar days of the new fiscal year. At the end of the Chief's employment, the Town shall compensate the Chief for accrued, unused vacation leave on a prorated daily basis corresponding to the Chief's annual salary for the fiscal year of the Chief's last day of employment.
- C. **Sick Leave:** The Chief shall accrue eighteen (18) sick leave days per fiscal year on July 1 of each year, up to a maximum accrual of one hundred and twenty (120) days. The Chief shall not be eligible for a buyback of accrued but unused sick leave upon termination of employment, whether voluntary or involuntary.
- D. **Other Leave:** The Chief shall have available three (3) personal leave days and up to five (5) bereavement leave days each fiscal year on the same terms as other full time Department Heads pursuant to the Town's Personnel By-Law.
- E. **Uniform Allowance:** The Chief shall be reimbursed up to \$1,700 per fiscal year for the costs of maintaining, repairing, or obtaining elements of the official duty uniform or Class A uniform of the Fire and Ambulance Department. The Chief shall supply such written proof of expenses as are required by the Town Accountant for documentation in support of reimbursement.
- F. **Injured on Duty:** As a sworn member of the Fire and Ambulance Department, the Chief shall be entitled to injured-on-duty benefits as provided by Massachusetts General Law, Chapter 41, Section 111F.
- G. **Cancer Presumption:** Notwithstanding the provisions of any general or special law to the contrary, the Town recognizes that the 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:
 - 1) Cancer of the skin;
 - 2) Cancer of the central nervous, lymphatic, digestive, hematological,

- urinary, skeletal, oral or prostate systems;
- 3) Cancer of the lung or respiratory tract.

If a pre-employment physical examination did not reveal any evidence of such conditions, it can be presumed that such conditions were suffered during the performance of the 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 Chief examined by a physician designated by the Town Administrator, without expense to the employee, and it maintains the right to a complete report from such physician. The Chief, as a condition of continued eligibility, must agree to be examined by the Town's chosen physician when requested by the 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 Chief to visit a physician outside the greater Worcester area.

- H. ***Infectious / Contagious Disease Presumption:*** For "injured on duty" leave under Section 111F of Chapter 41 of the General Laws, the Chief shall be presumed to have contracted an infectious/contagious disease in the line of duty, provided he meets the following requirements:
- 1) He has had a baseline test, which was negative upon hiring or subsequent to hiring;
 - 2) He shall submit to follow up testing and any reasonable medical prophylactic treatment for the disease in question;
 - 3) He shall report all known exposures pursuant to Department rules, regulations, and procedures to the Town Administrator within twenty-four (24) hours of the exposure or within twenty four (24) hours of notification from the hospital of said exposure;
 - 4) He shall submit such documentation as may be required by the Town Administrator.

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

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

The Town physician or the ICO shall keep all employee medical records related to infectious/contagious diseases as required by law. If the Chief invokes the presumption, the ICO shall be the contact person for the Town. The ICO 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.

5. DUES AND SUBSCRIPTIONS

The Town agrees to budget and to pay, subject to appropriation, for the reasonable professional dues and subscriptions of the 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 Fire Chiefs Association, the Massachusetts Fire Chiefs Association, and the Worcester Area Fire Chiefs Association.

6. AUTOMOBILE

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 as Chief and for his professional growth and development. It may be used by the Chief for personal reasons within 25 miles of the Douglas Fire and Ambulance Headquarters at 64 Main Street in Douglas,

since the Chief is “on-call” in the event of an emergency. The Chief will be responsible for any retirement contributions resulting from the availability and use of such vehicle.

7. PROFESSIONAL DEVELOPMENT

- A. The Town recognizes its obligations to the professional development of the Chief, and agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a fire and ambulance department administrator. Accordingly, the Chief will be allowed to attend the Massachusetts Fire Service Commission Fire Chief Credentialing Program and the International Fire Chiefs Association training conferences each year, without loss of vacation or other leave. He will be reimbursed by the Town for all expenses reasonably and necessarily (including travel expenses) incurred while attending or traveling to the aforementioned conferences, subject to appropriation and the prior written approval of the Town Administrator.
- B. The Town also agrees to budget and pay, subject to appropriation, for travel and subsistence expense of the Chief for short courses, institutes, and seminars that, in the Chief’s reasonable judgment, are necessary for his professional development.
- C. The Chief is eligible for reimbursement for tuition, registration fees, and books for work-related courses and any other course necessary to complete a degree in a work related major course of study at an accredited institution of higher learning. The Chief shall obtain the authorization of the Town Administrator prior to enrolling in courses, and, upon obtaining a passing grade in the course, file for reimbursement by submitting proof of passing grade and the bill(s) for courses taken with the Town Accountant.

8. DEATH DURING TERM OF EMPLOYMENT

If the Chief dies during the term of his employment, the Town shall pay to the Chief’s estate all the compensation which would otherwise be payable to the Chief up to the date of the Chief’s death, including, but not limited to, payment for any accrued, unused vacation leave days.

9. APPOINTMENT, DISCIPLINE, AND DISCHARGE

- A. The Chief is appointed by the Town Administrator pursuant to Section 1-2(b) of the “Act Establishing a Town Administrator and a Municipal Finance Department in the Town of Douglas.”
- B. Pursuant to Massachusetts General Laws, Chapter 48, Section 42, the so-called “Strong Chief” statute, the Town may discipline or discharge the Chief only for just cause, upon proper notice, and only after a hearing before the Town Administrator at which the Chief shall have the right to appear with counsel. The Town recognizes its obligations to provide the Chief with periodic performance evaluations.

- A. The Town Administrator shall review and evaluate the Chief performance based on a fixed set of written criteria developed jointly by the Town Administrator and the Chief.

10. COMPENSATION

- A. The Chief's base salary for Fiscal Year 2024 shall be one hundred twenty seven thousand six hundred forty eight dollars (\$127,648).
- B. Subject to appropriation, the Chief's base salary for each fiscal year shall be the prior year salary plus the same cost of living adjustment (COLA) as may be provided to all non-union staff of the Town as voted by Town Meeting;
- C. If and/or while serving in the role of Emergency Management Director, the Chief shall earn an annual stipend of five thousand dollars (\$5,000), subject to appropriation.
- D. The Chief shall be paid at the same time and in the same intervals as other non-bargaining unit employees according to the Town's payroll schedule.

11. NO REDUCTION OF BENEFITS

The Town agrees that it shall not at any time during the term of this Contract reduce the salary, compensation or other benefits of the Chief, except to the extent that such reduction is evenly applied across-the-board for all other Department Heads of the Town.

12. RIGHT TO RETURN TO PRIOR POSITION

It is the understanding of the Parties that the Chief is serving in his role as a service to the Town of Douglas warranted by his rank as Deputy Chief of the Fire and Ambulance Department, length of service to the Town, and experience in the fire service. The Chief shall have the right to return to his role as Highway Superintendent for the Town with no loss of salary or benefits until December 31, 2024, provided that the notice requirements of this agreement are met.

13. MODIFICATION

No change or modification of this Contract shall be valid unless it is in writing and signed by the Chief and the Town.

14. CHOICE OF LAW

This contract shall be construed and governed by the General Laws of the Commonwealth of Massachusetts.

15. 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.

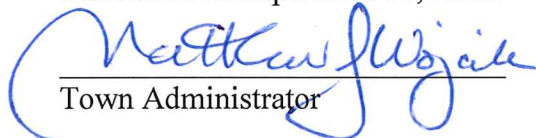
16. LENGTH OF CONTRACT

- A. The term of this Contract shall be for a period commencing on July 1, 2023, and ending on June 30, 2024. This Contract, however, may be extended as set forth below.
- B. Unless either party provides written notice to the other of its desire to renegotiate and/or not renew this Contract on or before January 1, 2024, this Contract shall automatically be extended on the applicable terms and conditions for an additional two (2) year period.
- C. In the event the Fire Chief intends to resign voluntarily before the natural expiration the Contract, the Chief shall give the Town at least sixty (60) days written notice in advance, unless the parties otherwise agree in writing.

17. MISCELLANEOUS

For the purposes of the Fair Labor Standards Act, the Fire Chief shall be considered an exempt employee.

Entered into this day of September 19, 2023, by the Town Administrator, as authorized by the Act Establishing a Town Administrator and a Municipal Finance Department in the Town of Douglas, Section 1-2(b), and John Furno, with notice to the Board of Selectmen on September 19, 2023.


Town Administrator


John Furno

This appointment is subject to the review of the Board of Selectmen under Section 1-2(b) of the aforementioned Act, and shall take effect upon a vote of approval by the Board, or after twenty-one days from the date of notice of this appointment has been provided to the Board, whichever comes first. Proof of the vote taken, or of the passage of the twenty one (21) day period with no action taken by the Board, shall be affixed hereto under the signature of the Town Clerk.