

EMPLOYMENT CONTRACT
between
THE TOWN OF ACUSHNET MASSACHUSETTS
and
THOMAS FARLAND
as
FIRE CHIEF
and
EMERGENCY MEDICAL SERVICES DIRECTOR

AGREEMENT made this 11th day of July 2022, between the Town of Acushnet, acting by and through its Board of Selectmen (hereinafter the "Town"), in accordance with the provisions of the Acushnet Home Rule Charter, and the General Bylaws of the Town of Acushnet and **THOMAS FARLAND** of Acushnet, Massachusetts, (hereinafter the "Chief" or "Fire Chief").

WHEREAS, the Board of Selectmen of the Town of Acushnet voted to provide the Fire Chief with an employment agreement pursuant to the Acushnet Home Rule Charter, and the General Bylaws of the Town of Acushnet; and

WHEREAS, the Town desires to continue to employ the services of **THOMAS FARLAND** for the command of the Fire/EMS Department and as Chief Fire Officer and EMS Director of the Town; and

WHEREAS, **THOMAS FARLAND** desires to continue to perform the duties of the Office of Fire Chief and EMS Director according to the terms and conditions of this contract;

NOW, THEREFORE, the TOWN and the CHIEF hereby agree to the following:

Employment:

The Board hereby employs **THOMAS FARLAND** as the Fire Chief and EMS Director of the Town of Acushnet and the Fire Chief hereby accepts such employment. The Fire Chief agrees to continue in employment with the Town until June 30, 2025, to remain in the exclusive employ of the Town and not to become employed by any other employer until the end of such employment term, unless termination or resignation is effected as provided in this Agreement.

Function and Duties.

The Chief shall serve as the Chief Fire and Chief EMS Officer of the Town. The operational and administrative control of the Fire/EMS Department for the Town shall be the responsibility of the Chief.

The Chief shall be the chief operations officer and commander of the Fire/EMS Department. The Fire Chief shall be the commanding officer of all department employees, irrespective of rank or status. The Chief shall be charged with the effective and impartial enforcement of all Town rules and orders, by-laws and state laws, and maintenance of fire safety for the protection of all citizens who live in or who visit the Town.

The Chief's duties shall include, but are not limited to, the following:

- Supervision of the daily operation of the Fire/EMS Department.
- Command and supervision of all departmental personnel.
- Preparation and submission of the Fire/EMS Department budget.
- Submission of reports to the Town either orally or in writing when requested or required in order to ensure the proper communication between the Town and the Fire/EMS Department.
- Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.
- Supervision and control of all Department equipment, vehicles and facilities belonging to or used by the Fire/EMS Department.
- Establishing uniforms, equipment and vehicle specifications for the Fire/EMS Department.
- Being in charge of all Call Firefighters and/or all auxiliary medical personnel, if any, as well as clerical personnel.
- Supervision and control of all training programs for Department personnel and the assignment of personnel to such programs.
- Maintaining the discipline of Department personnel; the issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all Departmental personnel.
- Being available for hearings and meetings before any Board of the Town at which the Fire/EMS Department is required to appear and before the Town Meeting when necessary.
- Being responsible for planning, organizing, directing, staffing and coordinating Fire/EMS operations, including mutual aid, regional task force or similar efforts, and coordination with the State Fire Marshall, federal, state, county, or other municipal public safety, emergency medical, or emergency management agencies, or District Attorney where the Chief deems it appropriate.
- Being responsible for communications with the public, including the media, on matters related to EMS and Fire Department operations and Department policy.
- The recommendation for appointment of all personnel for the Department.

The Chief shall perform his duties and responsibilities in a professional and competent manner.

Term.

The term of this Contract shall be for a period commencing July 10, 2022 and ending June 30, 2025.

In the event the Chief intends to resign voluntarily before the natural expiration of the term of employment, then the Chief shall give the Town one hundred and eighty (180) days written notice in advance, unless the parties otherwise agree in writing. The Chief shall file a copy of his resignation with the Board of Selectmen and the Town Clerk.

Compensation.

For the period from July 10, 2022 through June 30, 2025, the Chief shall be paid a weekly salary of \$1,679.46 which, if annualized, would equal \$87,500.00.

For Fiscal Year 2024, the Chief shall be paid a weekly salary of \$1,713.05 which, if annualized, would equal \$89,250.00, subject to his receiving a satisfactory or better performance evaluation.

For Fiscal Year 2025, the Chief shall be paid a weekly salary of \$1,747.31 which, if annualized, would equal \$91,035.00, subject to his receiving a satisfactory or better performance evaluation.

The Chief's salary shall be paid at such intervals as is customary with the Town's employees, subject to applicable withholdings and deductions, and otherwise in conformity with the normal payroll practices of the Town.

All compensations and benefits provided in this agreement are subject to annual appropriation by Town Meeting.

Performance Evaluation.

The Board of Selectmen, with input from the Town Administrator, shall review and evaluate the performance of the Fire Chief once annually at least thirty (30) days prior to the close of the fiscal year. Said review and evaluation shall be in accordance with specific goals and objectives which are to be developed jointly by the Board of Selectmen and the Fire Chief. If, however, the Chief and Board of Selectmen disagree on a goal or objective, the Board of Selectmen shall determine the specific goal or objective with notice to the Chief.

In each fiscal year, the Board of Selectmen shall define such goals and performance objectives for the Fire Chief that they determine appropriate for the proper operation of the Fire/EMS Department and for the attainment of the Board of Selectmen's policy objectives, and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals shall generally be attainable within the time limits specified and within the appropriations provided in the annual operating and capital budgets.

The Board of Selectmen shall provide the Chief with a summary written statement of the evaluation and provide an adequate opportunity for the Chief to discuss his evaluation with the Board of Selectmen for the purpose of improving the overall effectiveness of the Chief and the Department in his position.

Schedule of Work.

The Chief agrees to work full time and devote that amount of time and energy which is necessary for him to faithfully perform the duties of the Fire/EMS Chief under this Agreement and law. It is expected that the Fire Chief shall average a minimum of 40 hours per week. The Fire Chief is an exempt employee under the Fair Labor Standards Act and is not entitled to any overtime pay.

Termination.

Nothing in this Agreement shall be construed to affect the appointment or removal powers of the Town over its Chief. In the event the Board of Selectmen decides to discipline or terminate the Chief, the Board of Selectmen shall do so in accordance with the Town of Acushnet Home Rule Charter and the General Bylaws of the Town of Acushnet.

The Town may terminate the services of the Chief for just cause at any time during the term of this Agreement.

The Chief may resign during the term of this Agreement upon one hundred and eighty (180) days written notice to the Board of Selectmen. This Agreement may be terminated at any time by mutual written consent of both parties. Termination of the Chief's employment shall terminate this Agreement. This Section shall survive the termination of the Agreement.

Non-Renewal.

In the event either party hereto desires not to renew the Chief's employment with the Town at the expiration of this Agreement, such party shall provide the other with written notice of such intention within six (6) months of the expiration of the Agreement,

Residency.

The Chief agrees it is preferred that he reside within the Town.

Automobile.

The Chief's responsibilities require that he has use of an emergency response vehicle at all times during his employment with the Town. The Town shall provide a Fire/EMS Department emergency response vehicle at the Town's expense for use by the Chief.

Said vehicle use is provided incident to the Fire/EMS duties of the Chief enabling him to report directly to fire scenes and emergency situations. The Town shall be responsible for paying liability, property damage and comprehensive insurance and for the purchase, operation, maintenance, repair and replacement of said vehicle.

The Chief shall be permitted to use said vehicle during off-duty hours for personal use within a ten (10) mile radius of the Town of Acushnet unless otherwise approved by the Board of Selectmen. The Chief shall be exempt from being assessed a vehicle fringe benefit value in accordance with Internal Revenue Service regulations.

Town Retirement System.

The Chief shall be a member of the Bristol County Retirement System. The Fire Chief shall receive all retirement benefits available to other public safety employees of the Town of Acushnet.

Health and Life Insurance.

The Chief shall be eligible for all health and life insurance benefits for which other non-bargaining unit employees are eligible. The health insurance premiums allocation shall be on the same basis as other non-bargaining unit employees.

Vacation, Sick Time, and Other Benefits

The Chief shall accrue 20 days of "earned vacation" time in each fiscal year and which shall be taken within the fiscal year that they are earned. Vacation time of three (3) or more consecutive days must be approved in advance by the Board of Selectmen.

The Chief shall accrue 15 days of sick time in each fiscal year and shall be allowed to accumulate no more than 100 days in a "sick leave bank". Sick time accumulated prior to this agreement as a town employee may be included in the total number of sick days accumulated in the "sick leave bank" up to 100 days. If the Chief uses any time above and beyond his accrued or earned sick time at any time in any given year, said additional days shall be deducted from the "sick leave bank." During the term of this contract, all remaining days in the "sick leave bank" shall roll over from year to year. At the end of this contract unless rolled over in a new agreement between the parties, all remaining days in the "sick leave bank" shall be eliminated. No sick time shall be eligible for buy back or considered eligible under any payment program for "compensated absences".

The Fire Chief shall receive three (3) personal days per fiscal year. The Chief shall receive the same benefits in regards to bereavement leave, holidays, and other leaves of absences as all non-union employees of the Town. The Chief shall receive all other benefits and any other future job related benefits as other non-bargaining employees covered by the Town of Acushnet.

Uniform Allowance.

The Town shall pay annually to the Chief a clothing allowance as follows:

From July 10, 2022 to June 30, 2023 \$500.00

provided that he has not accessed his uniform allowance in Fiscal Year 2023 as a firefighter.

For Fiscal Year 2024 \$250.00

For Fiscal Year 2025 \$250.00

Deferred Compensation.

The Chief shall be eligible to participate in the Town's deferred compensation plan.

Reimbursement of Expenses.

The Chief shall be reimbursed for any necessary and reasonable expenses incurred in the performance of his duties under this Agreement including attendance at events on behalf of the Town of Acushnet.

Dues and Subscriptions.

The Town agrees to budget and, subject to appropriation and approval by the Board of Selectmen, pay for reasonable professional dues and subscriptions of the Chief for his continuation and full participation in 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.

Professional Development.

The Fire Chief will maintain licensure as a Massachusetts Emergency Medical Technician-Paramedic. The Town will pay the cost of biennial recertification for said license. With prior permission of the Board of Selectmen, the Chief will be allowed to attend the Massachusetts, New England, and International Association of Firefighters training in-state conferences each year without loss of vacation or other leave, and will be reimbursed by the Town for all expenses which are reasonable and necessary (including travel expenses) incurred while attending or traveling to the aforementioned conferences, subject to appropriation.

The Town also agrees to budget and, subject to appropriation and approval by the Board of Selectmen, pay 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.

Indemnification.

The Town shall defend, save harmless and indemnify the Chief against any tort; professional liability claims or demands; or other legal action; whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Chief, provided that the Chief acted in good faith. 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. The Chief agrees to promptly notify the Town of any such claim and to cooperate fully with counsel designated by the Town to handle such claim.

If the Town does not provide counsel, the Town shall reimburse the Chief for any attorneys' fees and costs incurred by the Chief in connection with claims or suits involving the Chief in his professional capacity, provided he acted in good faith.

This section shall not apply to any claim regarding termination of the Chiefs employment. The Town may obtain insurance to cover its obligation hereunder as it deems appropriate. This provision shall survive any termination of this Agreement.

General Provisions.

The text herein shall constitute the entire Agreement between the parties as of the date of execution, and any supplemental or additional agreement or amendment to the Agreement shall be effective only if in writing and signed by the Board of Selectmen and the Fire Chief.

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Chief.

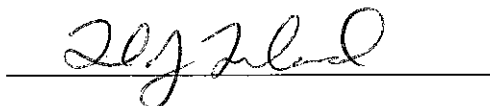
If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Notices.

Notices to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. **Chairman of the Board of Selectmen**
Town of Acushnet
122 Main Street
Acushnet, MA 02743
2. **Chief Thomas Farland**
9 Ludlow St.
Acushnet, MA 02743

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Change of notification address shall be made in writing to the other party at the address of record for that party.



Date: 7/11/22

Thomas Farland, Fire Chief and EMS Director

Acushnet Board of Selectmen

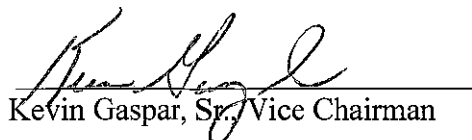
Date:



David Wojnar, Chairman



Robert Hinckley, Clerk



Kevin Gaspar, Sr., Vice Chairman