

EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into this 7TH day of October, 2022 by and between the Town of Rockland, Commonwealth of Massachusetts, a municipal corporation, acting by and through its Fire Chief, who acts hereunder in his representative capacity only and without any personal liability to himself, hereinafter called "Employer", and Thomas Heaney, of Norwell, Massachusetts, hereafter called "Employee". This Agreement shall include all wages and benefits for the Employee, who shall not be eligible for any other wage or benefit under a collective bargaining agreement.

WITNESSETH:

1. Employer desires to employ the service of Thomas Heaney as Deputy Fire Chief of the Town of Rockland, and
2. It is the desire of the Employer to describe and define the duties, to provide certain benefits, to establish certain terms and conditions of employment, and to set the working conditions of said Employee; and
3. The Employee represents that he is qualified and capable of performing the duties and responsibilities of said position; and
4. Employee desires to accept full time employment as Deputy Fire Chief of said Town and to use his best efforts, skills, abilities and training to carry out his duties and responsibilities.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

Employer hereby agrees to employ the Employee as Deputy Fire Chief of said Town to perform the functions and related duties of said position as specified in the Rockland Town Charter, applicable Town Bylaws, votes of the Town Meeting, general or special laws, General Laws, c. 31, and the Deputy Fire Chief Job Description, which shall be attached to this Agreement as Appendix A. As well as any performance goals/objectives, as agreed upon and signed by both the Employer and the Employee.

The Employee shall be under the direct supervision of the Fire Chief and shall perform all duties assigned to him by the Fire Chief. In the absence of the Fire Chief, he shall be responsible for overall supervision of the Fire Department and all Fire Department employees. The Employee hereby agrees to perform such duties in a timely and efficient manner consistent with applicable professional standards.

Section 2. Term

The term of this Agreement shall be effective from July 1, 2022 up to and including June 30, 2025 and shall remain in effect, unless sooner terminated in accordance with the provisions hereof. Employee agrees to remain in the exclusive employ of the Employer during the term of this Agreement, and neither to accept other employment nor to become employed by any other employer during said term. Notwithstanding the foregoing, the provisions of Section 6 of this Agreement permit the Employee to engage in limited teaching and similar activities that do not conflict with his obligations to the Town as the Deputy Fire Chief.

The Deputy Fire Chief may be removed by the Fire Chief for just cause pursuant to General Laws, c. 31.

Section 3. Salary

A. Subject to the terms and conditions of this Agreement, and while he is engaged as and performing the duties of the Fire Chief, the Employer agrees to pay the Employee for his services rendered pursuant hereto an annual salary as follows:

Effective July 1, 2022, the Employee's base annual salary shall be \$130,392.

Effective July 1, 2023, the Employee's annual base salary shall be \$137,892.

Effective July 1, 2024, the Employee's annual base salary shall be \$142,892.

B. The Employee shall receive an additional \$2,500 per fiscal year upon completion of the Chief Fire Officer (CFO) program at the Massachusetts Fire Academy. This amount shall be paid in weekly increments, added to the base salary listed in paragraph A. Upon completion of the National Fire Academy Executive Fire Officer Program, the Employee shall receive an additional Ten Thousand Dollars (\$10,000.00) per year, paid in weekly increments, added to the base salary listed in paragraph A above.

C. The Employee recognizes and agrees that he will not be entitled to any salary increases or benefits accorded to other town employees, unless the Employer agrees to same by an amendment to this Agreement. The Employee is an Exempt Official as defined by the Town of Rockland Personnel Bylaw. Any benefits under the Personnel Bylaw not specifically granted under this Agreement shall not accrue to the Employee.

D. When the Fire Chief is absent for more than fourteen (14) consecutive days, the Employee shall receive an additional \$27.00 per day for assuming the duties of the Fire Chief, for each additional day the Fire Chief is absent.

E. Upon completion, the Employee shall receive a base salary increase of twenty (20) percent of his base salary for a Bachelors Degree, with said increase being paid in weekly increments, added to the base salary listed in paragraph A above.

Section 4. Suspension, Termination

A. Suspension - The Deputy Fire Chief may be suspended for just cause after a hearing pursuant to General Laws c. 31. Paid administrative leave shall not be considered a suspension under this Agreement.

- B. Termination- The Deputy Fire Chief may be terminated for just cause after a hearing pursuant to General Laws c. 31.
- C. In the event Employee voluntarily resigns his position with Employer before expiration of the term of employment provided for herein, then Employee shall give the Employer two months notice in advance unless the parties otherwise agree. In the event Employee voluntarily resigns, he shall not be eligible for severance benefits.
- D. Nothing shall prevent the Employer from undertaking the termination of the Employee at such time as the Employee is under suspension.

Section 5. Goals and Objectives

The Employer, in conjunction with the Employee, shall define such reasonable goals and performance objectives, and the Employee's role in the attainment of such goals and objectives, which they determine necessary for the proper operation of the Town and attainment of the Employer's policy objectives. On February 1, 2020, and on February 1st of each year of this Agreement, the Fire Chief shall meet with the Employee to review performance and to establish goals and objectives for the following fiscal year.

Section 6. Hours of Work

Except as otherwise authorized, the Employee shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position.

Due to the unique nature of the public safety management function, it is understood and agreed that in order to properly perform the job required, the Employee may have to expend additional time beyond the normal work day, and the Employee agrees to do same as required. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its

rules and regulations. There shall be no paid overtime or additional compensation for said additional time. However, the Employee may adjust his schedule taking into account such “extra” time so long as the same does not interfere with the obligations to perform his duties. No “compensatory” time may be accrued unless the same is documented and approved by the Fire Chief and the Town Administrator.

Employee shall not without the approval of the Fire Chief spend more than 5 hours per week in teaching, consulting, or other non-employer connected occupational activities, (which activities, regardless of said five hour limit shall not interfere with the obligations the Employee has to the Employer, or be adverse to the interests of the Employer). In addition, the Employee’s participation as a panelist on promotional or assessment panels shall not be considered an activity subject to this paragraph, so long as such activities are conducted on the Employee’s time. Participation as a student in continuing education shall not be considered an activity subject to this paragraph.

Section 7. Vacation, Holiday, Emergency Leave, Sick Leave and Bereavement Leave

A. The Parties acknowledge that the Employee has received four weeks (twenty (20) paid days) of vacation the period of July 1, 2019 through June 30, 2020. Effective July 1, 2020, and on July 1st of every subsequent year of this Agreement, the Employee shall receive five weeks (25 paid days) of vacation.

B. With the approval of the Fire Chief, the Employee may carry over two weeks (10 paid days) of vacation into the following year. Subject to the terms and conditions of this agreement, upon termination the Employee shall be paid for all unused vacation leave.

C. The Employee may opt to receive pay in lieu of vacation leave, not to exceed one week (five days) of the Employee’s accrued vacation leave balance.

D. The following shall be paid holidays for the Employee: New Years Day, Labor Day, Martin Luther King Day, Columbus Day, President's Day, Veteran's Day, Patriot's Day, Thanksgiving Day, Memorial Day, Christmas Day, Juneteenth, and Independence Day. If any of these days falls on a Saturday, the preceding Friday will be considered the holiday. Holidays on a Sunday will be celebrated on Monday. The Employee shall be eligible to take the foregoing days off without loss of pay, however, the Employee shall receive an additional day's pay should he be on duty at any time during any of the foregoing holidays. Due to the twenty-four hour, seven days per week nature of the position, the Employee is presumed to be on duty at all times.

E. The Employee shall be entitled to take paid time off for illness, however, excessive absenteeism, for which the Employee shall be given adequate advance written warnings, shall be grounds for disciplinary action, up to and including termination. The Employee shall maintain a record of all time off taken due to illness and shall make said record available to the Employer upon request. The Parties agree that the Employee has accumulated sick leave that would have been eligible for buyback upon retirement had he remained a member of the firefighters' collective bargaining unit, and, that the total value of said potential buyback is \$62,151.53. The Parties agree that the Employee shall receive three (3) advance payments of \$20,717.18, the first on November 1, 2019, the second on July 1, 2020, and the third on July 1, 2021. The value of such payments shall be deducted from the total value of the Employee's sick leave buyback, which is acknowledged to be \$62,151.53. Upon receipt of the above payments, the Employee shall not be eligible for any further payments for sick leave buyback or compensation for unused sick days.

F. The Employee shall receive three (3) days emergency or personal leave, effective July 1st of each year of the Agreement. Said emergency or personal leave days are not eligible for buyback upon resignation or termination.

G. In the event of the death of a member of the Employee's immediate family, he shall be allowed three days off without loss of pay. "Immediate family" shall be defined as a spouse, parent, sibling, child, grandchild, brother-in-law, sister-in law, mother-in-law, father-in-law, or spouse of a sibling. In the sole discretion of the Chief, leave without pay under this paragraph may be extended an additional two days.

Section 8 Health and Other Insurance

Employee (which term in this context under this provision shall include his dependents) shall be entitled to participate in whatever group medical, dental, life insurance and pension benefit plans are offered by or through the Town of Rockland on the same basis as other Town employees.

The Employee shall be eligible for up to One Thousand, Five Hundred Dollars (\$1,500) per year reimbursement for a disability insurance policy. It shall be the sole responsibility of the Employee to purchase and maintain said policy. The Employee shall annually submit verification of the disability insurance policy to be eligible for reimbursement.

Section 9. Indemnification

Employer shall provide indemnification and legal defense for the Employee in accordance with M.G.L. c. 258. Employee will be covered by an insurance policy covering town employees or department heads in an amount of not less than one million dollars. To the extent not otherwise prohibited by law said indemnification and legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Employee, so long as the Employer would have been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment not have been terminated. Employee shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to said claim.

Section 10. Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law, bylaw or regulation.

Section 11. Other Terms and Conditions of Employment

- A. Reimbursement for Expenses, The Employee shall be reimbursed for mileage for authorized business use of his private automobile, excluding commuting to and from work, at the established Town rate. The Employee will also be reimbursed for other authorized expenses incurred in the conduct of Employer's business.
- B. Vehicle Use – The Town shall provide a vehicle for use by the Employee. The Town shall pay all attendant operating, maintenance and insurance expenses. The Employee shall have use of said vehicle at all times he remains employed by the Town, and due to the 24-hour, 7 days per week nature of the position, shall be allowed to use the vehicle for all professional functions, and for incidental personal use.
- C. Infectious Diseases – In recognition of potential job-related exposure of the Employee to members of the public who may have certain medical conditions, the Town agrees that any condition or impairment of health cause by the contraction of hepatitis, HIV, or AIDS shall be presumed to have been in the line of duty within the meaning of M.G.L. Ch. 41, §111F, unless it can be absolutely shown that non-service connected risk factor or non-service incidents caused the disease.

- D. Uniform Allowance – The Employee shall be eligible for up to One Thousand Two Hundred and Fifty Dollars (\$1,250.00) in reimbursement for uniforms and related equipment.
- E. Professional Development – The Employer recognizes its obligation for the professional development of the Employee, and shall provide adequate opportunities for development of his professional ability. Subject to annual appropriation for said purposes, the Employee shall be allowed to participate in professional organizations and training, subject to approval of the Fire Chief.
- F. The Employer shall be responsible for all fees and costs associated with the maintenance of paramedic and/or emergency medical technician certifications.

Section 12. Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows:

1. Employer: Scott F. Duffey, Fire Chief, 360 Union Street, Rockland, MA 02370
2. Employee: Thomas Heaney, 33 Ridge Hill Road, Norwell, MA 02061

Section 13. General Provisions

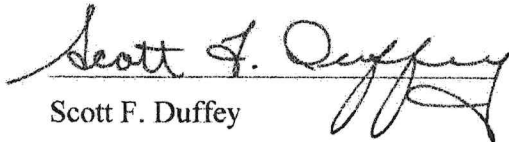
A. This Agreement shall constitute the entire Agreement between the parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein.

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

- C. This Agreement shall become effective commencing *date signed*. All wages shall be paid retroactive to the effective date(s) shown above.
- D. All benefits and obligations of the Employer, except as otherwise provided herein, shall be conditional upon the Employee being employed as and performing the services required of the Deputy Fire Chief of the Town.
- E. The failure of a party to insist on strict compliance with a term of provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.
- F. Any amendments to this Agreement must be in writing and signed by the parties.
- G. Should the Town adopt a bylaw, ordinance or change the Town Charter in a manner that seeks to materially impact the terms and conditions of the position of Deputy Fire Chief the parties may mutually agree to reopen this Agreement for the purposes of discussing such proposed changes and what, if any, changes need to be made to this Agreement.
- H. Either party may request to enter into negotiations to extend or renew this Agreement by giving notice to the other such intent at least thirty days prior to the expiration date of this Agreement. Upon such notice the terms and conditions of this Agreement shall continue in place until a mutual agreement to extend or renew is reached between the parties.

IN WITNESS WHEREOF, the Town of Rockland, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Fire Chief and Town Administrator, and duly attested by its Town Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above, written.

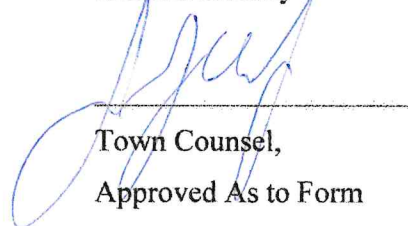
FIRE CHIEF


Scott F. Duffey


Douglas Lapp, Town Administrator

EMPLOYEE


Thomas Heaney


Town Counsel,
Approved As to Form

10/7/2022
Date