

Employment Contract

Whereas, Massachusetts General Law, Chapter 41, §108O, authorizes the Town Manager to establish an Employment Contract providing for the salary, fringe benefits, and other conditions of employment for the Fire Chief; and

Whereas, the Town Charter authorizes the Town Manager to develop and administer a personnel system, and to fix the compensation of all Town employees except those under the jurisdiction of the School Committee; and

Whereas the Town Manager and Fire Chief Tom Conroy desire to enter into such a Contract;

Now therefore, the parties agree to the following:

Section 1 Conflict with Existing Law

- 1.1 M.G.L. chapter 41 §97A Unless and until the Town votes otherwise, the Fire Chief is guided by the provisions of M.G.L. Chapter 48 Section 42A and 43. As such, he will also be fulfilling the position of Forest Warden.
- 1.2 Personnel Policy The terms of this Employment Contract shall prevail over any conflicting provisions of any personnel policy promulgated by the Town. Personnel Policies not in conflict with this Contract shall continue to apply to the Fire Chief.

Section 2 Hours of Work

The Fire Chief will devote full time and attention to the business of the Town. The Chief agrees to devote that amount of time and energy reasonably necessary for him to faithfully perform the duties of Fire Chief. It is recognized that the Fire Chief must devote a great deal of time outside normal office hours to the business of the Town, and, to that end, the Fire Chief shall be allowed to adjust his work schedule as he shall deem appropriate during said normal office hours and at such time when the Chief reasonably determines such work schedule will have the least impact on departmental operations.

Section 3 Compensation

- 3.1 Base Salary The Fire Chief is not subject to the classification and compensation provisions of the Town and his base salary shall be governed by this agreement. The base salary shall be all-inclusive, and no other additional payments will be made.
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|--------------|-----------|
| July 1, 2022 | \$200,000 |
| July 1, 2023 | \$206,000 |
| July 1, 2024 | \$212,180 |
- 3.2 Performance Review The Town Manager shall annually review the performance of the Fire Chief. At that time, accomplishments from the prior year will be identified and objectives for the coming years will be established.

Section 5

Benefits

- 5.1 Professional Development The Fire Chief is encouraged to take advantage of the latest developments in the field of public safety and the fire service. The Chief will be allowed to maintain membership and hold office local and international professional associations, including the International Associations of Fire Chiefs. The annual dues in these Associations, and other professional organizations, as well as the expenses related to conferences and meetings shall be considered as normal business expenses to be proposed in the Department budget and charged to the Town. In this regard the Town agrees, subject to appropriation by Town Meeting, to budget appropriate and reasonable finances for travel and expenses related to the attendance of the Fire Chief at the annual conference of the International Association of Fire Chiefs, and short courses, institutes and seminars that in his reasonable judgment, are necessary for his professional development. Such time spent in the foregoing activities shall be considered as time worked; however, the Fire Chief recognizes that his primary responsibility is to the Town of Needham Fire Department. Attendance at professional development activities will be limited and/or scheduled in such a manner that they do not impact in an adverse manner upon the Chief's professional responsibilities. In this regard, the Chief shall be subject to the provisions of the Membership in Professional Associations Policy, (#405), dated December 13, 2000, and the Travel Expense Reimbursement Policy (#510), dated July 11, 2008.
- 5.2 Membership in the Retirement System The Town of Needham agrees that the Fire Chief shall be entitled to continue as a member of the Town of Needham Contributory Retirement System (in accordance with the provisions of M.G.L. c. 32) under the same terms and conditions in effect on the effective date of this Agreement, or as these provisions may be hereafter amended. Upon retirement, the Fire Chief shall be entitled to all benefits available to other retired employees of the Town of Needham.
- 5.3 Automobile Use The Town shall provide a vehicle for use by the Fire Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used exclusively by the Fire Chief in connection with the performance of his duties as Fire Chief and for his professional growth and development. Since the Chief is on-call in the event of emergency, he may use the vehicle for personal reasons. All use of the vehicle is restricted to travel in New England and New York, unless approved in advance by the Town Manager. The Fire Chief is subject to the other aspects of the Town's Vehicle Use Policy, dated October 2, 2013 and as may be revised, which are not in conflict with this section. If the Massachusetts Public Employee Retirement Administration Commission determines that the value of the personal use of this automobile shall be included as part of the Fire Chief's regular compensation for the purpose of determining retirement benefits, then for the purpose of this calculation, it shall be determined that twenty-five percent of the vehicle use shall be considered personal use.
- 5.4 Indemnification The Town of Needham shall defend, save harmless, and indemnify the Fire 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 his duties as Fire Chief, provided that the Fire Chief acted within the scope of his official 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. Under such circumstances, the Town of Needham shall select the attorney. This Section shall survive any termination of this Agreement.

9.4 Law Governing This Contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

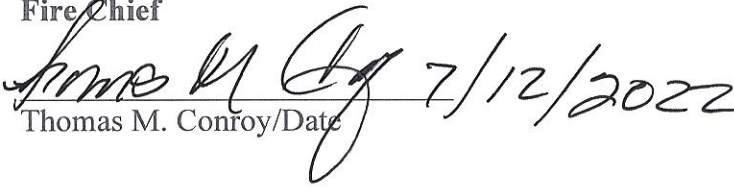
9.5 Severability of Provisions If any clause of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby, and the parties agree to meet and discuss appropriate substitute provisions.

Town of Needham



Town Manager/Date


Fire Chief



Thomas M. Conroy/Date



Chair, Select Board/Date



Approved as to Form/Town Counsel/Date