

**CONTRACT OF EMPLOYMENT
BETWEEN
TOWN OF PEPPERELL
AND
FIRE CHIEF**

This Agreement, made this 29th day of June, 2022 pursuant to Chapter 48, Section 42 of the Massachusetts General Laws, by and between the Town of Pepperell, acting by and through its Select Board (“the Board”), and Brian Borneman (“the Fire Chief”), witnesseth that:

WHEREAS, the Board desires to secure the services of Brian Borneman as Fire Chief of the Town of Pepperell; and

WHEREAS, it is the desire of the Board to provide certain benefits, establish the conditions of employment and set the salary of said Fire Chief; and

WHEREAS, it is the desire of the Board to retain the services of the Fire Chief and to provide inducement for him to remain in such employment; and

WHEREAS, Brian Borneman is willing to undertake and perform the duties of Fire Chief of said Town.

NOW, THEREFORE, pursuant to Chapter 48, §42, the Town and the Chief agree that the following contract shall set forth the conditions of employment for the position of Fire Chief.

1. **Employment.** The Town hereby employs Brian Borneman and Brian Borneman hereby accepts employment as Fire Chief of the Town of Pepperell.
2. **Term.** This contract shall be effective for a term commencing on July 1, 2022 through June 30, 2025.

Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Town to terminate the services and employment of the Fire Chief at any time, subject only to the provisions set forth in Section 11 of this Contract.

Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Fire Chief to resign at any time from his position with the Town, subject only to the provisions set forth in Section 11 of this Contract.

By December 31, 2024, the Select Board shall notify the Fire Chief, in writing, of its intention to enter into successor negotiations for a new contract. If the Town fails to notify the Fire Chief by the deadline, the contract is automatically extended for one year, to June 30, 2026, under the current terms.

The Town and the Fire Chief agree that the Town shall pay the Fire Chief all compensation in equal installments pursuant to the Town’s payroll cycle, less lawful withholdings and deductions. The Fire Chief agrees to direct deposit.

3. **Residency.** – The Fire Chief agrees to maintain a domicile within 15 miles of Pepperell Fire Headquarters.

4. **Duties.** The operational control of the Fire Department for the Town shall be the responsibility of the Fire Chief. The Fire Chief shall have all the authority and powers granted to a Fire Chief under the provisions of M.G.L. Chapter 48, Section 42, including:

The Fire Chief shall be responsible for the planning, organizing, and coordination of fire operations. The duties of the Fire Chief shall include but not be limited to the following:

- a. Supervision of the daily operations of the Fire Department.
- b. Supervision of all full-time, part-time and per diem Fire and Emergency Medical Services (EMS) staff.
- c. Supervision of administrative staff.
- d. Preparation and submission of the Fire Department budget.
- e. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Fire Department.
- f. 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 Department.
- g. Supervision and control of all equipment and motor vehicles belonging to or used by the Fire Department.
- h. Establishing property, equipment and vehicle specifications for the Fire Department.
- i. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- j. Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies and procedures, subject to approval of the Board of Selectmen, where appropriate within the limitations of M.G.L. Chapter 48, Section 42; and the assignment of shifts and duties of all department personnel.
- k. Being available for hearings before any appointed or elected Board of the Town at which the Fire Department is required to appear and before the Town Meetings when necessary.
- l. Being responsible for communicating with the public, including the media, on matters relating fire operations and department policy.
- m. Command all fire officers.
- n. Perform related work as required and appropriate for the position of Fire Chief.

5. **Hours of Work.**

- a. The Fire Chief agrees to devote that amount of time and energy which is reasonably necessary for the Chief to faithfully perform the duties of Chief under this contract, generally the normal business hours of the Town and will not be employed in any other business endeavor.
- b. It is recognized that the Fire Chief must devote time and effort outside normal office hours to the business of the Fire Department. Accordingly, the Fire Chief will be allowed to take reasonable amounts of time off as he shall deem appropriate during normal office hours, and at such times as the Fire Chief determines will least impact the Fire Department.

6. **Compensation.** For performing the duties of Fire Chief, the Town shall pay the Fire Chief as follows:

- a. July 1, 2022 – Annual Base Salary. \$114,000.00 for FY 2023 dependent on a satisfactory performance evaluation.
- b. July 1, 2023 – Annual Base Salary, \$118,000.00 for FY 2024 dependent on a satisfactory performance evaluation.
- c. July 1, 2024 – Annual Base Salary \$122,000.00 for FY 2025, dependent on a satisfactory performance evaluation.
- d. The Fire Chief is also entitled to Educational Incentive pay for holding a Bachelor's Degree in a professionally related field of 10% of annual base salary in fiscal year 2023, 15% of annual base salary in Fiscal Year 2024, and 20% of annual base salary in fiscal year 2025.

- e. The Fire Chief will be entitled to an annual clothing allowance for the purchase and maintenance of duty uniforms and professional civilian attire. FY 2023 \$1000.00, FY 2024, \$1125.00 and FY 2025, \$1250.00.

7. **Vacation, Holiday, Sick, and Personal Leaves.**

- a. The Town agrees to grant the Fire Chief 200 hours of vacation for each year of this contract.
- b. This allowance will be granted at the beginning of the fiscal year, and the Fire Chief shall be allowed to carry over up to eighty hours (80) of this annual entitlement to be used before the end of the following fiscal year in which it was earned.
- c. The Fire Chief will notify the Town Administrator prior to any vacation period of more than two consecutive business days. It is understood that in the absence of the Fire Chief, Deputy Chiefs, assigned by the Fire Chief will serve as the officer(s) in charge of the department.
- d. Subject to approval by the Town Administrator, up to 40 hours of vacation time may be converted to sick time annually.
- e. The Town agrees to grant to the Fire Chief twenty-four (24) hours of personal leave time per year. personal days may not be carried forward from year to year.
- f. The Fire Chief shall accrue eight (8) hours of paid sick leave for each completed calendar month of active employment. The Fire Chief may take sick leave in half-hour increments.
- g. Holiday Leave. The Fire Chief shall not be expected to report to work on any holidays acknowledged in the Town of Pepperell Personnel Bylaw and Personnel Policies, as amended. Compensation time for working on a holiday will not be unreasonably restricted.
- h. The Fire Chief shall be entitled to Bereavement Leave, and to attend Jury Duty in accordance with the Town of Pepperell Personnel Bylaw and Personnel Policies, as amended.

8. **Other Benefits.**

- a. The Fire Chief shall be entitled to all health and life insurance benefits to which other non-bargaining unit Town employees are entitled.
- b. The Town of Pepperell will provide and pay for all technology devices that are needed to carry out the general business of this position including a mobile phone and lap top/tablet for the Fire Chief.
- c. Automobile. The Town shall provide a fire vehicle for use by the Fire Chief and shall pay all attendant operating and maintenance expenses and insurance. Said vehicle to be used by the Fire Chief in connection with the performance of his duties as Fire Chief and for his professional growth and development. Since the Fire Chief is required to be "on call" twenty-four (24) hours a day and may be required to report to an incident or event, the fire vehicle may be used for personal reasons. It may not be used by the Fire Chief for family vacations or recreational trips when the Fire Chief would not be reasonably expected to respond to an incident or event. If the Fire Chief's vehicle is unable to be utilized by the Fire Chief for any reason, and another appropriate town vehicle is not available, the Fire Chief may use his own private automobile for the duties of Fire Chief. The Town shall reimburse the Fire Chief at the IRS rate in effect when such vehicle is used. The Town will pay for any out-of-pocket costs resulting in damage to the personal vehicle during such use. The Fire Chief shall notify the Town (via the Town Administrator) as soon as possible when use of a personal vehicle is necessary.
- d. Dues and Subscriptions. The Town agrees to budget and pay an appropriate amount for the professional dues and subscriptions of the Fire Chief for his continuation and full participation in national, state and regional fire associations and organizations necessary and desirable for continued professional growth and advancement.
- e. Professional Development. The Town recognizes its obligation to the professional development of the Fire Chief, and agrees that the Fire Chief shall be given adequate opportunities to develop skills and abilities as a fire administrator. Accordingly, the Fire Chief shall be allowed to attend state, regional, and national programs and conferences of the firefighting profession. The amount of two thousand five hundred dollars (\$2,500.00) shall be budgeted for expenses incurred while attending or traveling to the aforementioned conferences. The Town also agrees

to budget and pay for tuition/registration, travel and subsistence expense of the Fire Chief for courses, institutes and seminars that, in his reasonable judgment and with the approval of the Town Administrator, are necessary for professional development as a fire administrator.

9. **Indemnification.** The Town will provide professional liability insurance for the Fire Chief in the amount of not less than One Million Dollars (\$1,000,000) per occurrence, to provide legal counsel in defense of any action to which the Fire Chief is a party by reason of the alleged performance or nonperformance of his duties except as may relate to suspension or termination of his employment with the Town and to indemnify the Fire Chief in all claims made against him in the performance of his duties even if said claim has been made following termination from employment, including claims for any acts or omissions of the Fire Chief within the scope of Chapter 258 Section 13 of the Massachusetts General Laws which do not subject the Town itself to liability under the provisions of said Chapter; provided, however, that the Fire Chief has acted in good faith. This section shall survive the term of this Agreement.

10. **Performance Evaluation:** The Town Administrator will conduct an annual performance evaluation of the Fire Chief and subsequently submit the evaluation to the Select Board for their review.

11. **Termination.**

This Contract may be terminated by either party as provided below:

- a. By mutual written agreement, signed by the Select Board and the Fire Chief, upon such terms and conditions as may be acceptable to both parties at the time of termination; or
- b. By the Fire Chief upon forty-five (45) days' written notice to the Select Board. Until the effective date of termination, the Fire Chief shall continue to perform his duties and shall, if requested, cooperate with the Select Board in a search for a successor; or
- c. It is agreed that the Fire Chief can be disciplined and discharged by the Town for just cause, upon proper written notice and only after a hearing at which the Fire Chief shall have the right to be represented by counsel. The Fire Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open and public hearing. The term "proper notice" as it appears in this section means that written notice of the hearing must be given to the Fire Chief at least ten (10) business days prior to the date of the hearing and must set forth the following: (i) the date, time and location of the hearing; (ii) the reason for the hearing; (iii) the charges alleged; and (iv) the range of discipline considered. The principles of progressive discipline will apply and the Town recognizes its obligation to provide the Chief with a periodic performance evaluation.
- d. In the event the Fire Chief is terminated for gross misconduct in office, the Town shall have no obligation to pay the severance provided for in this section. In the event the Select Board asks the Fire Chief to resign or leave office, the Fire Chief shall be deemed to have been terminated by the Select Board for the purposes of severance, and for the purposes of unemployment compensation. This paragraph shall survive any termination of this Agreement.
- e. In the event the Fire Chief is dismissed at the request of the Select Board, or is terminated by such majority vote of the Select Board, but not for gross mis-conduct, the Town shall pay the Fire Chief a payment equal to six months of employment, aggregate salary, which shall be paid to the Fire Chief upon the effective date of his termination, subject to his execution of a release of claims prior to making said payment.
- f. If the Fire Chief's employment is terminated, this Agreement shall automatically be terminated.

13. **General Provisions.**

- a. No change or modification of this contract shall be valid unless it shall be in writing and signed by both of the parties.
- b. This contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.
- c. The Board may place the Fire Chief on administrative leave with pay at any time.

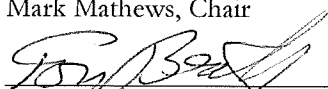
- d. For the purposes of the Fair Labor Standards Act, the Fire Chief will be an exempt employee of the Town.
- e. This writing constitutes the complete agreement of the parties as of the date of execution, and supersedes any prior agreements. Any supplemental or additional agreement or amendment shall be effective only if in writing and signed by the Select Board and the Fire Chief.
- f. If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or a portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- g. After the employment of the Fire Chief has ended for any reason other than gross misconduct, if the Chief is summoned or otherwise required to appear before a court or in a legal proceeding that is related to his term as Fire Chief, the town agrees to compensate the Chief a sum equal to one day base pay for any day the Chief is required to appear. Payment shall be within 30 days of written documentation submitted to the town. The Chief agrees that any payment from a court or legal proceeding for appearing shall be signed over to the town or be deducted from the daily payment.

14. **Death during term of employment.** If the Chief dies during the term of this agreement, the town shall pay to the Chiefs estate all compensation which would otherwise payable to the Chief up to the date of his death, including but not limited to, unused vacation leave.

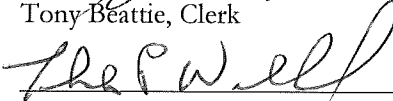
**TOWN OF PEPPERELL
SELECT BOARD**



Mark Mathews, Chair




Tony Beattie, Clerk



Chuck Walkovich, Member



Brian Borneman, Fire Chief



Date