

EMPLOYMENT AGREEMENT

Between

THE TOWN OF BOXFORD

AND

Brian D. Geiger

COPY

This Employment Agreement (hereinafter known as "Agreement") is made on the ____ day of _____, 2018, by and between the Town of Boxford, acting by and through its Board of Selectmen (hereinafter known as the "Town") and Brian D. Geiger, (hereinafter referred to as the "Fire Chief" or "Chief").

WITNESSETH:

WHEREAS, the Town is desirous of engaging the services of the Chief to serve as a Fire Chief under Massachusetts General Laws, Chapter 48, Section 42; and

WHEREAS, Chapter 41, Section 108O of the General Laws authorizes the Board of Selectmen to establish an employment contract with the Fire Chief; and

WHEREAS, the Chief is willing to perform the duties of the position of Fire Chief according to the terms and conditions of this Agreement;

NOW, THEREFORE, the Town and the Fire Chief hereby agree upon the following terms and conditions:

SECTION 1 - DUTIES

1.1 The Town hereby agrees to employ said Chief to perform the functions and duties specified in the General Laws, and other legally permissible and proper duties and functions as the Town, acting by and through the Town Administrator and Board of Selectmen, shall from time to time assign.

1.2 The Chief acknowledges and accepts the duties and responsibilities contained in the attached Fire Chief Job Description and any other duties as assigned by the Board of Selectmen.

SECTION 2 - TERM OF AGREEMENT

2.1 The term of this contract shall be for a period commencing July 1, 2018 and ending June 30, 2021, unless this Agreement and the Fire Chief's employment is terminated earlier as provided in Section 3. Termination of the Fire Chief's employment for any reason shall also terminate this Agreement.

2.2 In the event the Fire Chief intends to resign voluntarily before the natural expiration of the term of this Agreement, the Fire Chief shall give the Town ninety (90) days written notice in advance unless the parties otherwise agree in writing. The Chief will be entitled to receive pay for all accrued benefit leave time available to him as provided for in Section 6.

2.3 In the event the Board desires to continue the employment of the Chief beyond the above described employment period, the Board shall notify the Chief and commence negotiations prior to the expiration of the term hereof. If the Board elects not to continue the Chief's employment beyond the term hereof, or the parties are unable to arrive at mutual terms for a new agreement, the term of office shall expire and the Chief's employment with the Town shall terminate at the end of this Agreement without further notice.

2.4 If the Chief is not reappointed in accordance with 2.3 above, he shall be immediately entitled to return to his prior full-time career position at the highest rank then in effect without loss of seniority.

SECTION 3 – TERMINATION

3.1 The Town and the Fire Chief acknowledge that the Fire Chief may be removed in accordance with the provisions of Massachusetts General Laws Chapter 48, Section 42, in the following manner:

- 1) Prior to dismissing the Fire Chief for just cause, the Town shall give the Fire Chief a written notice, which shall include the specific reason or reasons for dismissal.
- 2) The Fire Chief shall be given a full hearing before the Board of Selectmen concerning such reason or reasons. The Town shall provide the Fire Chief with a written notice of the time and place of such hearing at least fourteen (14) days prior to the holding thereof. Within ten (10) days after the completion of the hearing, the Town shall give the Fire Chief written notice of its decision, which shall state fully and specifically the reasons therefore.
- 3) Any hearing pursuant to this section shall be held in executive session unless the Fire Chief requests that the meeting be opened to the public. The Fire Chief shall be allowed to answer, personally or by counsel, any of the charges made against him.

3.2 The Town shall have the right to request the resignation of or terminate the employment of the Fire Chief prior to expiration of the term of this Agreement, by 4/5ths vote of the Board of Selectmen. In the event the Fire Chief resigns at the request of the Board of Selectmen or is terminated by such 4/5ths vote of the Board, the Town shall pay the Fire Chief a payment equal to three (3) months aggregate salary, which shall be paid to the Fire Chief within fourteen (14) days of his execution of a waiver and release of claims in a form supplied by the Board of Selectmen. This payment is intended to settle all outstanding issues or disagreements between the Town and the Fire Chief that may exist at the time of separation and by accepting the payment, the Fire Chief shall forgo any other claim or action against the Town related to his employment by the Town. In the event the Fire Chief is terminated for misconduct or breach of a material provision of this Agreement, the Town shall have no obligation to pay the severance provided for in this paragraph. In the event that the Board of Selectmen asks the Fire Chief to resign or leave office, he shall be

deemed to have been terminated by the Board for purposes of severance and unemployment compensation.

3.3 If the Chief is terminated without just cause in accordance with 3.2 above, he shall be immediately entitled to return to his prior full-time career position at the highest rank then in effect without loss of seniority. If the Chief invokes this clause, then he shall not be entitled to severance as outlined in 3.2 above.

3.4 Subsection 3.2 shall survive any termination of this Agreement.

SECTION 4 – COMPENSATION

4.1 *Salary.*

(a) The Town agrees to compensate the Chief for his services rendered under this Agreement at an annual base salary of \$89,092, subject to applicable withholdings and deductions, commencing July 1, 2018 and continuing through June 30, 2019, payable in biweekly installments.

(b) The Town agrees to re-open this contract for the sole purpose of salary renegotiation for FY 2020 and FY 2021 subject to annual appropriation and positive job performance evaluations.

4.2 *Benefits.* The Fire Chief shall be entitled to all employee benefits currently in practice as enumerated in the Town of Boxford Code, Chapter 23, Personnel, unless superseded or contradicted herein:

4.3 *Automobile.* The Town shall provide a municipal vehicle for use by the Fire 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 Fire Chief and for his professional growth and development. It may be used by the Chief for personal reasons since the Fire Chief is "on-call" in the event of an emergency.

4.4 *Holiday Pay.* Pursuant to M.G.L. Chapter 48, § 57E, the Town agrees that the Fire Chief is "on duty" for each of the eleven (11) holidays granted under the Town of Boxford Code, Chapter 23 § 23-6(C), and is entitled to an additional day's pay, above his regular salary compensation, for each such holiday. Said pay shall be added to his annual base salary.

4.5 *Longevity.* Longevity payments shall be payable in accordance with Town Code § 23-5 (H). Parties agree that for the purposes of calculating longevity, the Chief's initial date of hire is March 14, 2005.

4.6 *Exempt Employee.* The Fire Chief is an exempt employee for purposes of the Fair Labor Standards Act.

SECTION 5 – HOURS OF WORK

5.1 The Fire Chief shall be required to devote the amount of time necessary to effectively, professionally, competently and diligently discharge the duties of the position of Fire Chief, and manage the affairs of the Town of Boxford Fire Department and employees under his supervision.

5.2 The Fire Chief is expected to be available to the Town at all times of the day, except during periods of serious illness or when the Chief is on approved leave from the Town, and shall provide the Town and the Boxford Fire Department with efficient means of communication and contact when the Chief is either off duty, or out-of-town for any and all reasons. The Fire Chief will make arrangements for alternative command of the department when he is absent from the Town. The Chief shall notify the Board of Selectmen through its Town Administrator who the Chief has designated to be in command during the Chief's absences. The Fire Chief agrees to work full time, and shall devote that amount of time and energy that is reasonably necessary for the Fire Chief to faithfully perform the duties of Fire Chief under this agreement, which shall include attendance at meetings after normal business hours and responding to emergencies and multiple fire alarms.

5.3 It is recognized that the Fire Chief must devote a great deal of his time outside normal office hours to the business of the Town, and to that end the Chief will be allowed a flexible work schedule, subject to the approval of the Board of Selectmen through its Town Administrator. Such flexible schedule will require the prior approval of the Board of Selectmen through its Town Administrator.

5.4 The Fire Chief is a vital public safety officer of the Town of Boxford. As such the position is a full time, Monday through Friday professional, administrative, high level position that will require additional work hours including expanded workdays and some evening meetings. Given the extensive hours and the occasional after-hours emergency nature of the workload, professional consideration shall be given to the Fire Chief for occasional compensatory off hours. Use of reasonable compensatory time off¹ shall be reasonably scheduled to have the least adverse impact on department operations and use of time in excess of eight-hour increments requires the prior approval of the Board of Selectmen through its Town Administrator, which shall not be unreasonably withheld. No accrued compensatory time may be carried forward into a subsequent fiscal year. Nevertheless, it is clearly agreed that the duties incumbent upon the Fire Chief as outlined in the job description are to be completed as assigned.

SECTION 6 – LEAVE POLICY

6.1 The Fire Chief shall be entitled to vacation in accordance with Town Code § 23-6 (B); with the exception that the parties agree, notwithstanding said section, effective July 1, 2017, the Fire Chief shall be entitled to four (4) weeks paid vacation per year. Vacation for periods of three (3) or more consecutive days must be scheduled with the approval of the Board of Selectmen through its Town Administrator. Any vacation days not used in any year of this Agreement may be carried over to each succeeding year of this Agreement pursuant to Town Code § 23-6 (B) (1). The Fire

¹ As used in this Agreement, the term "compensatory time off" shall not be interpreted as "compensatory time off" or "comp time" as those terms are defined under the Fair Labor Standards Act.

Chief shall be paid for any unused vacation leave at the termination of his employment with the Town.

6.2 The Board of Selectmen agrees to credit the Fire Chief with four (4) personal days at the start of this Agreement, and then again on the anniversary date of each successive year of this Agreement. Personal days shall not be carried over from year to year or paid out at the termination of his employment with the Town.

6.3 The Fire Chief will accrue sick days in accordance with Town Code § 23-6 (D).

SECTION 7 – DISABILITY, HEALTH AND LIFE INSURANCE

7.1 *Health and Life Insurance.* The Town agrees to provide the Fire Chief with the same group health and life insurance benefits available to other municipal employees in conformity with the provisions of Massachusetts General Laws, Chapter 32B.

7.2 *Disability Insurance.* The Fire Chief may participate in the Town's disability insurance program that is available to other municipal employees.

7.3 *Injury on Duty.* The Town acknowledges the rights and benefits of the Fire Chief under the provisions of Massachusetts General Laws, Chapter 41, Section 111F.

7.4 *Death During Employment.* The Town agrees that if the Fire Chief dies during the term of 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 unused leave days and any earned, accrued sick leave days, in accordance with Town Code § 23-6 (D).

SECTION 8 – HOLIDAYS

8.1 The Fire Chief shall be entitled to the holidays granted to other municipal employees under Town Code § 23-6 (C).

SECTION 9 – OUTSIDE EMPLOYMENT

9.1 The Fire Chief must receive prior written approval by the Town Administrator and the Board of Selectmen to undertake outside employment. Such approval shall not be unreasonably withheld, provided, however, that it is determined that such work would not interfere with his duties and responsibilities as Fire Chief.

SECTION 10 – PROFESSIONAL DEVELOPMENT

10.1 The Town hereby agrees to budget for and to pay the reasonable travel and subsistence expenses of the Fire Chief for professional development, to include, but not be limited to: short

courses, seminars, and meetings that are necessary for his professional growth for the benefit of the Town and the Boxford Fire Department. The Chief agrees to notify the Town Administrator in advance of confirming attendance at such courses, seminars, and meetings, and agrees that his attendance at same is subject to the approval of the Board of Selectmen through its Town Administrator and the availability of appropriated funds for such expenses.

10.2 The Fire Chief agrees to submit a formal professional development plan by July 31st each year, including, but not limited to, proposed administrative seminars and training and training plans at the Massachusetts Fire Academy to the Board of Selectmen for its approval.

10.3 Effective 7/1/2019, the Town will fund; subject to appropriation and limited to the amount appropriated for such purpose; reasonable tuition, travel, housing and meal expenses for the Chief to undertake the National Fire Academy's Executive Fire Officer (EFO) training program. It is the Town's understanding that the EFO program is a series of four graduate and upper-division-baccalaureate equivalent courses taken over a four-year period. Each course is two weeks in length and will likely be conducted at the National Fire Academy in Emmitsburg, Maryland.

SECTION 11 – DUES AND SUBSCRIPTIONS

11.1 The Town agrees to budget and to pay for the professional dues and subscriptions for the Fire Chief as are necessary for his participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement for the benefit of the Town, subject to the approval of the Board of Selectmen through its Town Administrator and the availability of appropriated funds for such expenses. Such professional dues may include, but not be limited to, payment for membership in the International Fire Chiefs Association and the Massachusetts Fire Chiefs Association.

SECTION 12 – INDEMNIFICATION

12.1 The Town 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 the Chief's duties as Fire Chief of the Town of Boxford, provided that the Chief acted within the scope of his duties. The Town may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without recourse to the Chief. Willful torts and criminal acts are excluded from this indemnification. The Chief agrees to promptly notify the Town of any claim and to cooperate fully with counsel designated by the Town to handle such claim.

12.2 This section shall survive any termination of this Agreement.

SECTION 13 – PERFORMANCE EVALUATION

13.1 The Town, in conjunction with the Fire Chief, shall define specific goals and performance objectives that both parties determine necessary for the proper operation and welfare of the Town and are consistent with the policy objectives of the Board of Selectmen. Performance evaluations shall be in a form and process as proposed by the Personnel Board for Department Head positions.

13.2 For the term of this agreement the Town may choose to review and evaluate the performance of the Fire Chief on a formal basis at least once per year.

SECTION 14 – UNIFORMS

14.1 The Town agrees to provide the Fire Chief with all uniforms and accessories thereof, the purchase of such items shall be subject to the approval of the Board of Selectmen through its Town Administrator and the availability of appropriated funds for such expenses.

SECTION 15 – GENERAL PROVISIONS

15.1 *Severability of Provisions.* 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.

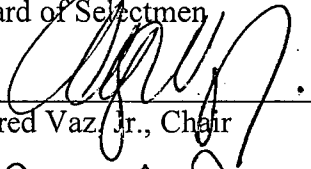
15.2 *Modification.* This Agreement may be modified, or amended at any time by mutual consent of the Town and the Fire Chief, except as otherwise provided for herein.

15.3 *Law Governing.* The laws of the Commonwealth of Massachusetts shall govern this Agreement.

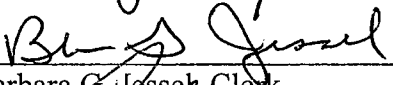
15.4 *Completeness of Agreement.* This Agreement contains all the terms and conditions agreed upon by the parties with reference to the terms and conditions of the Fire Chief's employment with the Town. No other agreement, written, oral or otherwise, will be considered to exist or bind the parties to this Agreement. No representative of any party to this Agreement had, or has, any authority to make any representation or promise not contained in this Agreement, and each of the parties to this Agreement acknowledges that such party has not executed this Agreement in reliance upon any such representation or promise. This Agreement cannot be modified except by a written instrument signed by all parties.

IN WITNESS WHEREOF, the Town of Boxford has caused this Agreement to be signed and executed on its behalf by its Board of Selectmen, the Town Administrator, and the Town Finance Director as to the availability of appropriated funds for such expenses, and the Fire Chief, and duly attested by its Town Clerk, and approved as to form by Town Labor Counsel. *This Agreement is signed and executed in duplicate, the day and year first above written.*

For the Town of Boxford:
Board of Selectmen



Alfred Vaz, Jr., Chair



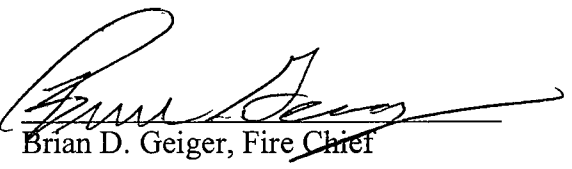
Barbara G. Jesseh, Clerk



Charles J. Costello



Peter C. Perkins

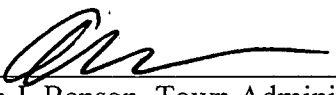


Brian D. Geiger, Fire Chief

Dated: 12-14-18

Mary Anne Nay

Dated: 1-7-19

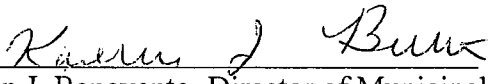


Alan J. Benson, Town Administrator/CPO

Dated: 1-7-19

Certification of the Availability of Funds:

As Town Finance Director of the Town of Boxford, Massachusetts, I hereby certify that there is a duly authorized appropriation with adequate, unobligated funds available to fund the compensation provisions of this Agreement.

 1/7/19

Kathleen J. Benevento, Director of Municipal Finance

ATTEST: 

Robin E. Phelan, Town Clerk

Seal: