



TOWN OF IPSWICH
25 Green Street
IPSWICH, MASSACHUSETTS 01938

WORK AGREEMENT – FIRE CHIEF

This Agreement confirms and expressly outlines the salary and fringe benefits to which you shall be entitled as FIRE CHIEF of the Ipswich Fire Department from September 3, 2018 until September 3, 2021.

Your salary will be \$127,000 for Fiscal Year (FY19). The salary for FY20 and FY21 will be negotiated upon the completions of a successful annual performance review by the Town Manager. Your annual compensation includes base pay, vacation pay, holiday pay (including MGL CH. 147:17F), personal days, longevity, recognition of educational degrees and other attainments, which enhance your position of Fire Chief.

You shall also be entitled to the following fringe benefits:

1. A separate allowance of \$1,500 annually for purchasing and cleaning uniforms. The regularly scheduled semi-annual cash installments of clothing, equipment, and cleaning allowance shall be made on or before May 15th and November 15th. This allowance shall be treated as a supplemental wage, and shall be subject to all applicable taxes and contributions required to be withheld by operation of federal, state, and/or county statute, law, by-law, or regulation.
2. The Fire Chief shall be entitled to annual leave benefits in accordance with the relevant schedule of their respective division's current operable bargaining agreement. No compensatory time will be available under this contract. Up to two (2) weeks of vacation may be carried over from one year to the next, or compensated at the request of the Fire Chief. All unused vacation leave shall be paid in full to you or to your estate upon your death, and upon separation from employment from the Town, unless such separation is due to just cause.
3. The Fire Chief shall be entitled to holiday leave benefits in accordance with the relevant schedule of their respective department's current operable bargaining agreement. Holidays (included in the annual salary) as follows: New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day.
4. Bereavement leave not to exceed forty-eight (48) hours from death to funeral and such leave shall not be charged to sick leave or vacation leave. For purposes of this paragraph, the term "immediate family" shall mean and include the following: Mother, Father, Mother/Father-in-law, Sister, Brother, Spouse, Child, Sister/Brother-in-law, and Grandparent. One (1) day of bereavement shall be granted for the death of an Aunt/Uncle or Grandparent/in-law.
5. The Town will provide up to three (3) personal days per calendar for absence due to non-work related injury, illness or other important personal business.

6. The Town will require and pay for a job description-related physical examination every other year.
 7. The Fire Chief shall receive sick leave benefits in accordance with the provisions of the union contract for uniformed employees of their respective division. 15 sick days commencing upon start date and accumulating at a rate of 1 ¼ days/month thereafter.
 - i. No loss of pay or sick leave will be incurred if you are absent from duty because of an injury sustained in the line of duty for which you may be entitled to compensation under MGL Ch. 41 §111F, or if you are exposed to a contagious or infectious disease in the line of duty and contract that disease, as evidenced by a physician's report.
 - ii. Buy-back at retirement: on resignation, retirement or death, within the purview of Chapter 32 of the General Laws of the Commonwealth of Massachusetts, with fifteen (15) years or more of service in Ipswich, an employee will be paid fifty dollars (\$50) for each attendance bonus day he/she has to his/her credit, up to a maximum of one hundred (100) days. The number of attendance bonus days shall be the result of accumulated and unused sick leave days minus the number of days paid under Section 111F (injured-on-duty leave). Payment shall be made after a reasonable time for the purpose of appropriation.
 8. A. The Town shall make available Life Insurance as allowed by MGL Ch. 32B, §5, §11A and §11D. The Town has purchased on your behalf, while you are an employee of the Town, a life insurance policy in the amount of \$2,000 subject to your filing the appropriate forms with the Treasurer's office.
 9. You shall be provided an opportunity to join the Town of Ipswich's Group Insurance Plan, which provides for group life insurance, group accidental death and dismemberment insurance, group hospitalization and surgical benefits, and extended benefits care for employees and retired employees, and their eligible dependents, with the premium shared (65% - 35% basis) between the Town and the employee, respectively. Admission to the membership in said plan, and entitlement to its benefits, shall be in accordance with the terms and conditions of the contract between the Town and the Insurance Carrier.
 10. Professional Development – the Chief shall attend, and the Town shall fund, seminars or courses annually, to be determined in consultation with the Town Manager.
 11. The Town agrees to provide a motor vehicle for the official use of the Fire Chief. The vehicle shall be provided with emergency communication devices to facilitate contact between the Fire Chief and Fire Department personnel and apparatus as well as other agencies and vehicles.
 12. It is the intent of the parties to review this salary and benefit Agreement annually with you so that appropriate compensation will be provided. The review process will also consist of a performance evaluation and an annual meeting to assess position goals, objectives, progress and challenges.
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13. This position shall be considered full-time employment and you shall not hold other public office elective or appointed, or perform any other compensated employment without the consent of the Town Manager.
14. You agree to give the Town 90-day notice should you choose to leave the employ of the Town as the Fire Chief prior to the end of this agreement.
15. If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.
16. All other benefits, including pension benefits to which you may be entitled as a matter of law, shall be provided by the Town where particular statutes are applicable and so provided.

TOWN MANAGER



Anthony L. Marino

FIRE CHIEF



Andre Theriault, Fire Chief

Date: 8/27/18

cc: Accountant
Treasurer
Personnel