

Employment Contract Between
The Town of North Andover and
William McCarthy, Fire Chief

This AGREEMENT is made pursuant to M.G.L., chapter 41, Section 108(0) as of March 21, 2016 by and between the Board of Selectmen of the Town of North Andover, hereinafter referred to as the BOARD, Andrew W. Maylor, hereinafter referred to as the TOWN MANAGER , or their successors, and William McCarthy, hereinafter referred to as Mr. McCarthy and/or the FIRE CHIEF,

WHEREAS the BOARD, by affirmative vote on February 22, 2016 appointed Mr.McCarthy as the Town's FIRE CHIEF,

WHEREAS the BOARD and the FIRE CHIEF desire to enter into an employment contract,

WHEREAS the BOARD and Mr. McCarthy recognize Massachusetts General Laws Chapter 41, Section 108 (0) as the basis for negotiating this Contract,

WHEREAS Mr. McCarthy is willing to undertake and perform the duties of said position according to the terms and conditions of this Contract;

NOW, THEREFORE, the parties agree as follows:

Article I: Functions and Duties of the FIRE CHIEF

The FIRE CHIEF shall perform faithfully, to the best of his ability, the functions and duties of the FIRE CHIEF pursuant to M.G. L, Chapter 48, Section 42, and the Town of North Andover Fire Chief Job Description as outlined in Addendum A, and keep the TOWN MANAGER fully informed of the affairs of the FIRE department, and such other duties as the TOWN MANAGER OR BOARD may assign, unless otherwise modified by the Town Charter or this agreement.

Article II: Term

This AGREEMENT shall commence on March 22, 2016, and shall be in full force and effect until March 21, 2019. The AGREEMENT shall be for a term of three years subject to Articles VI, VII and VIII.

Article III: Town Personnel Policy

Unless otherwise modified by this agreement all provisions of the Town's Personnel Policy as currently written or as may be amended in the future shall apply to the position of FIRE CHIEF.

Article IV: Evaluation

Annually the TOWN MANAGER and the FIRE CHIEF shall define the goals and objectives which they determine necessary for the proper operation of the FIRE Department and the attainment of the BOARD's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within

the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

The TOWN MANAGER shall review and evaluate the FIRE CHIEF six months from commencement of this contract and then each year thereafter. Said review and evaluation shall be based, in part, on the goals and objectives developed jointly by the TOWN MANAGER and the FIRE CHIEF.

The results of the FIRE CHIEF's evaluation shall be used to determine any adjustment to the compensation of the FIRE CHIEF, subject to sufficient funds being appropriated by Town Meeting for this purpose.

Failure of the TOWN MANAGER to evaluate the FIRE CHIEF'S performance shall in no way prejudice the TOWN.

Article V: Compensation

A. Commencing on March 22, 2016, the FIRE CHIEF shall be paid an annual salary of \$114,000.00. On September 22, 2016, a 3% salary increase will be implemented, subject to the FIRE CHIEF's satisfactory job performance as determined in the sole discretion of the TOWN MANAGER. Further salary adjustments will be considered on each March 22st thereafter.

B. Deferred Compensation: The Town agrees to contribute \$2,000 per year to be used for the Chief's participation in the Town's Section 457 Plan, a variable annuity purchased by the FIRE CHIEF for his benefit, or any like deferred compensation program of the FIRE CHIEF's choice. The FIRE CHIEF may also elect to make a contribution on an annual basis from his salary or from sources outside his salary. This benefit shall be payable between October 1 and December 31 of each year and processed in accordance with the FIRE CHIEF's written request to the Town.

C. Uniform allowance: The FIRE CHIEF will receive a yearly uniform allowance of \$800 for the purchase and replacement of uniforms and necessary work clothes. Payment shall be made in the first bi-weekly check issued in August of each fiscal year. Any expenses arising from any change in the prescribed uniform shall be borne by the Town and shall not be attributable to the clothing allowance. The FIRE CHIEF shall not be eligible for clothing allowance when he is terminated as a result of disciplinary action, layoff or when a notice of retirement has been filed with the Essex County Retirement Board.

D. Professional Membership, Development, Conferences: The Board recognizes and encourages the FIRE CHIEF to join professional organizations that are typically affiliated with being a Fire Chief. The Town agrees to budget and pay for professional dues and subscriptions of the FIRE CHIEF for such organizations. The Board also agrees that the FIRE CHIEF will be allowed to attend conferences, courses, institutes, and seminars that are necessary for his professional development subject to the approval of the Town Manager in advance. At the discretion of the Town Manager, the FIRE CHIEF may be reimbursed for any reasonable and proper expenses incurred while attending such events, subject to appropriation. The maximum amount of money that the Town will pay per year for the total expenses associated with this paragraph shall be three thousand dollars (\$3,000.00). Time away for meetings and conferences unrelated to Town business shall not exceed ten (10) days per year without the prior

approval of the Town Manager.

Article VI: Discipline and Termination

The TOWN MANAGER shall provide the FIRE CHIEF with written notification of any contemplated discipline or dismissal for cause and the specific reasons (i.e., charges against the FIRE CHIEF) for said action. Within forty-eight (48) hours after receipt of said notice, the FIRE CHIEF may submit in writing, a request for a hearing with the TOWN MANAGER regarding the contemplated discipline or dismissal. The TOWN MANAGER will promptly schedule a hearing with the FIRE CHIEF within ten (10) days. Failure by the FIRE CHIEF to file this request for a hearing within forty-eight (48) hours shall be deemed an acceptance by the FIRE CHIEF of the contemplated discipline or dismissal.

The TOWN MANAGER, or other designee appointed by the TOWN MANAGER, will preside at this hearing. At this hearing, the FIRE CHIEF or his attorney will have the opportunity to present reasons why the Town should not discipline or discharge the FIRE CHIEF. Within ten (10) days after the hearing, the TOWN MANAGER or his designee will notify the FIRE CHIEF and the BOARD, in writing of his findings and recommendations.

Upon receipt of the TOWN MANAGER, or his designee findings and recommendations, the FIRE CHIEF has five (5) days to request a hearing before the BOARD. Failure by the FIRE CHIEF to file this request for a hearing within five (5) days shall be deemed an acceptance by the FIRE CHIEF of the TOWN MANAGER'S or his designee's findings and recommendations. The hearing must be scheduled within thirty (30) days of receipt of said request unless otherwise agreed by the parties. At the hearing before the BOARD, the TOWN MANAGER, or his designee, must present the reasons why the FIRE CHIEF is being considered for discipline or termination. Whenever possible, this evidence should be provided through witness testimony. After the TOWN MANAGER or his designee, presents his evidence, the FIRE CHIEF or his attorney may question the witnesses and/or present relevant evidence that supports his position. After the hearing the BOARD shall notify the FIRE CHIEF, in writing of their decision within fifteen (15) days. The BOARD's decision is final and the FIRE CHIEF has no rights to appeal.

The FIRE CHIEF may be placed in a paid or unpaid status during this process at the discretion of the TOWN MANAGER.

Article VII: Renewal of Agreement

In the event either the BOARD or FIRE CHIEF desires not to renew this agreement, such party shall provide the other with notice of such intention at least one hundred twenty (120) working days prior to expiration of this agreement. The FIRE CHIEF shall be eligible for payment of all accumulated vacation pay and terminal leave as provided for in the Personnel Policy.

Article VIII: Termination of Agreement by the FIRE Chief

The FIRE CHIEF, may, at his option and by a minimum of one hundred twenty (120) days written notice to the BOARD unilaterally terminate this agreement. The BOARD may, at its discretion, shorten or waive such requirement. The FIRE CHIEF shall be eligible for payment of all accumulated vacation pay and terminal leave as provided for in the Personnel Policy.

Article IX: General Provisions

A. Performance: The FIRE CHIEF shall fulfill all aspects of this AGREEMENT. Any exceptions thereto shall be by mutual agreement between the parties, in writing.

B. Entire Agreement: This AGREEMENT embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by the parties other than those contained herein. The AGREEMENT may not be changed except by writing signed by the parties.

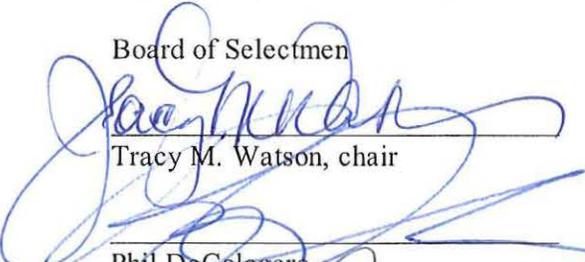
C. Invalidity: If any paragraph or part of this AGREEMENT is judged to be invalid, it shall not affect the remainder of said AGREEMENT, but said remainder shall be binding and effective against all parties.

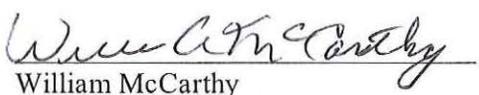
D. Indemnification: Pursuant to M.G.L. c. 258, §9, the Town shall defend, hold harmless, and indemnify the FIRE CHIEF from any and all demands, claims, suits, actions, and legal proceedings brought against the FIRE CHIEF in his official capacity as FIRE CHIEF, to a maximum of one million dollars, provided the incident arose while the FIRE CHIEF was acting within the scope of his employment and in good faith, and provided further that such indemnification shall not apply to civil rights violations resulting from negligent or willful or malicious conduct. The Town shall not, however, be required to pay any costs of any legal proceedings in the case of any allegations brought by the Board under Article VI of this Agreement.

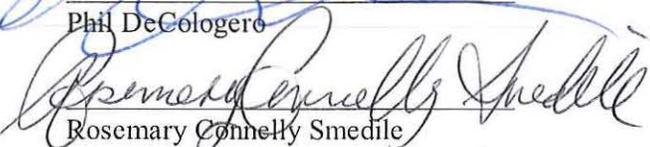
E. This AGREEMENT shall be governed by the laws of the Commonwealth of Massachusetts.
Agreed to by:

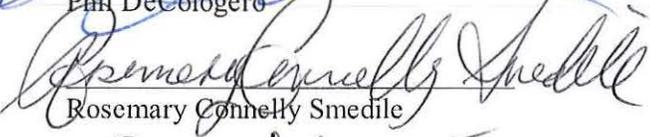
Board of Selectmen

Fire Chief:

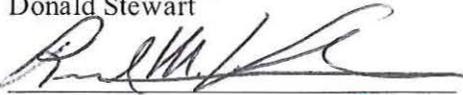

Tracy M. Watson, chair


William McCarthy


Phil DeCologero


Rosemary Connelly Smedile


Donald Stewart


Richard M. Vaillancourt


Andrew W. Maylor, Town Manager

Date: 3/22/16

Addendum A

TOWN OF NORTH ANDOVER

POSITION DESCRIPTION SPECIFICATIONS SUPERVISORY, PROFESSIONAL, SALES AND ADMINISTRATIVE POSITIONS (Usually exempt jobs)

POSITION TITLE: Fire Chief

Division: Fire

POSITION SUMMARY

Responsible for planning, organizing, and directing the staff and operations of the Town's Fire Department including: the effective implementation of fire prevention and suppression programs; emergency rescue operations; removal of hazardous materials and mitigation of natural events; serving as fire ground commander in event of fire incidents, emergency rescue operations; overseeing and monitoring effectiveness of department operations, personnel administration and labor relations; coordinating activities of department with other town officials, civic leaders and state fire officials; other similar duties necessary to ensure the effective and efficient delivery of fire department services to the community.

ESSENTIAL FUNCTIONS

1. Develop and monitor operating plans and budgets. Establish department goals and objectives. Delegate authority and objectives to staff. Monitor progress against objectives and provide guidance, direction, and motivation as necessary in obtainment of objectives. Monitor and evaluate the effectiveness and responsiveness of the department.
2. Plan and manage staff and activities of the department; establish shift schedules and work assignments.
3. Maintain, modify as needed, an effective and progressive program of training for members of the Fire department; ensure that training activities are consistent with department goals and objectives.
4. Ensure the establishment of policies, procedures, and regulations; monitor policies and procedures to and ensure updating to be consistent with fire fighting and safety standards and with changes to federal, state, and local regulations. Oversee the operations of the department; the requisitions or purchase of equipment and supplies.
5. Act as fire ground commander in the event of fire incidents and other emergency rescue operations. Manage fire and emergency rescue personnel at the scene of an emergency operation in accordance with the incident command system.
6. Ensure the operational condition of fire fighting equipment, alarm system, and testing and maintenance of fire fighting equipment.

7. Direct the inspection of building and other properties for potential fire hazards; investigate the sources and circumstance of fires to identify causes; maintain a variety of records related to inspection activities, permits issued and fire investigated.

Fire Chief Continued

8. Coordinate activities with outside resources such as architects, engineers, lawyers, etc. to ensure the optimum fire protection and emergency services for the town. Coordinate department's participation in special town events.

9. Oversee the collective bargaining agreement for department personnel; conduct periodic meetings with union officials; oversee due process handling disciplinary matters; response to grievances.

10. Oversee Town's ambulance services; ensure compliance with state ambulance regulations regarding medical emergencies, training, staffing, response and medical protocols.

11. Serve as Hazardous Waste Coordinator; function as Deputy Director of Emergency Management for the town.

12. Seek and apply for grants and administer awarded grants.

13. Keep abreast of developments in fire safety and recognized standards; attend conferences and seminars; oversee compliance with applicable fire safety codes, regulations, and laws.

14. Oversee and participate in hiring of personnel; ensure the training of staff as to Departments and Town policies, objectives, and activities. Monitor and evaluate performance of non-union direct reports; make effective recommendations to Town Manager, HR as appropriate as to personnel matters affecting staff. Administer and implement disciplinary action as necessary. Maintain good employee and employer relations.

Perform other similar duties as responsibilities necessitate and/or as assigned or requested by supervisor.