

**TOWN OF BOXBOROUGH
FIRE CHIEF CONTRACT
CONFIDENTIAL**

Agreement made this __10th__ day of __May__ 2022, by and between the Town of Boxborough, Massachusetts (hereinafter "TOWN") and Paul Fillebrown Jr. (hereinafter "FILLEBROWN"). References to "employees of the Town" exclude those employed by the School Committee and union employees.

Whereas, the TOWN wishes to secure the services of FILLEBROWN in the administration of the Fire Department; and

Whereas, FILLEBROWN is willing to perform the duties of the position of Fire Chief, Fire Warden and Emergency Management Director according to the terms and conditions of this contract;

Now, therefore, the TOWN and FILLEBROWN hereby agree, pursuant to M.G.L. Chapter 41, Section 108O, that the following terms and conditions shall govern the employment and salary and benefits payable under this contract to which FILLEBROWN shall be entitled as Fire Chief, pursuant to M.G.L. Chapter 48, Section 42 and any successive acts and as authorized by vote of the Select Board, Town Meeting vote, or Massachusetts General Laws.

TERM - The term of this contract shall be for a period of three years starting July 1, 2022 through June 30, 2025. Unless either party provides written notice to the other of its intention to renegotiate and/or to not renew the new contract no less than six (6) months prior to June 30, 2025, it shall automatically be extended, on the then applicable terms and conditions, for an additional year.

APPROPRIATION – The terms of this Agreement shall be subject to annual appropriation by Town Meeting.

COMPENSATION FILLEBROWN shall receive the sum of one hundred forty-one thousand five hundred dollars (\$141,500) (the "base" salary), prorated annually, as salary for the period July 1, 2022 to June 30, 2023. In addition to his base salary, FILLEBROWN shall be eligible to receive a salary increase of four thousand two hundred and fifty dollars (\$4,250) for the period July 1, 2023 to June 30, 2024 and a salary increase of four thousand five hundred dollars (\$4,500) for the period July 1, 2024 to June 30, 2025. All salary increases shall be contingent upon a performance review of at least "proficient".

In addition, the TOWN agrees that it shall not at any time during this contract reduce the salary, compensation, or other benefits for FILLEBROWN, except to the extent that such reduction is evenly applied across-the-board for all employees of the Town.

KEY RESPONSIBILITIES are set forth in the Fire Chief job description that may be amended, as necessary, by the Select Board. The Fire Chief shall perform the duties specified in the job description and such other duties as the Select Board shall from time to time legally assign to the Fire Chief.

HOURS OF WORK - FILLEBROWN agrees to devote that amount of time and energy which is reasonably necessary to faithfully perform the duties of Fire Chief under this contract. FILLEBROWN will devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the approval of the Select Board. A time card must be submitted for weeks in which paid leave is taken. It is recognized that the Fire Department is a 24 hour / 7 day operation and FILLEBROWN must devote a great deal of time and effort outside normal office hours to the TOWN. Accordingly, FILLEBROWN will be allowed to take reasonable amounts of time off as he shall deem appropriate during said normal office hours.

IDEMNIFICATION - The TOWN agrees to defend, save harmless and indemnify FILLEBROWN against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of his duties as Fire Chief for the Town of Boxborough,

even if said claim has been made following his termination from employment, provided that the Fire Chief acted within the scope of his duties. The TOWN may compromise and settle any such claim or suit and will pay the amount of any settlement or litigation costs, incidental expenses, and judgments rendered thereon without recourse to FILLEBROWN.

This section shall survive the termination of this agreement.

INSURANCE - The TOWN agrees to furnish at its expense, professional liability insurance for FILLEBROWN with liability limits of One Million Dollars (\$1,000,000.00).

HEALTH INSURANCE, DISABILITY INSURANCE, VACATION, HOLIDAYS, SICK LEAVE, and OTHER PAID LEAVE

FILLEBROWN shall be eligible for a health insurance policy, similar to other Town employees. The TOWN shall pay the same percent of the premiums as it does for other Town employees and FILLEBROWN shall pay the remaining percentage.

The TOWN shall provide a supplemental life insurance policy of \$10,000 for FILLEBROWN, similar to other Town employees. The TOWN shall pay the same percent of the premiums as it does for other Town employees and FILLEBROWN shall pay the remaining percentage.

The TOWN shall provide a long-term disability insurance policy for FILLEBROWN, similar to other Town employees. The TOWN shall pay the same percentage of the premiums as it does for other Town Employees and FILLEBROWN shall pay the remaining percentage.

The TOWN agrees to contribute toward the cost of such insurance programs at an amount or percentage not less than the highest applicable amount or percentage available to other employees of the Town.

As a sworn Fire officer, FILLEBROWN shall be eligible for injured-on-duty benefits as provided in M.G.L. Chapter 41 Section 111F subject to the terms and conditions set forth therein.

VACATION, SICK & OTHER LEAVE – FILLEBROWN shall be allowed to carry over into this contract period any and all unused vacation and sick leave time he has accrued as of June 30, 2022. In addition, FILLEBROWN shall be entitled to five (5) weeks' vacation in each year of this Agreement. Vacation shall accrue at the rate of sixteen and sixty seven one-hundredths (16.67) hours per month. No more than one hundred and sixty (160) hours of vacation leave may be carried forward into a new fiscal year. Payment for accrued vacation leave will be made upon termination, resignation, disability, or death.

HOLIDAYS – FILLEBROWN shall receive the following paid holidays, and is not expected to report to work on:

- | | |
|------------------------|-------------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| President's Day | Indigenous People's Day |
| Patriot's Day | Veterans' Day |
| Memorial Day | Thanksgiving Day |
| Juneteenth | Christmas Day |

Compensation for work on holidays will conform to M.G.L. Chapter 48, Section 57E.

Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday; whenever any of the holidays above falls on Sunday, the following Monday shall be observed as the holiday.

In addition, FILLEBROWN shall receive ten (10) days of sick leave per fiscal year. Unused sick leave remaining at the expiration of this Agreement shall carry over, in accordance with Town policies, and be credited to FILLEBROWN if this Agreement is extended.

FILLEBROWN shall receive three (3) personal leave days each fiscal year. Unused personal leave days may not be carried over from one fiscal year to another. Additionally, unused personal leave days will not be compensated for at the end of FILLEBROWN's employment with the Town as Fire Chief.

FILLEBROWN shall receive bereavement leave, jury duty leave, military leave, court appearance leave, FMLA and Small Necessities leave under the same allowances provided for other Town employees in the Town Personnel Plan.

UNIFORM ALLOWANCE - The TOWN will provide to FILLEBROWN a complete set of NFPA compliant personal protective gear to include: turnout coat, turnout pants, hood, boots, mask, gloves, suspenders, and helmet. Gear shall be properly sized and replaced as deemed necessary. FILLEBROWN shall procure as needed a PASS device, flashlight and charger, and tone alert radio pager and charger.

The TOWN will also allot FILLEBROWN a uniform allowance of Nine Hundred Fifty Dollars (\$950.00) each fiscal year. Additionally, the TOWN shall pay for the cleaning of uniforms in an amount not to exceed Five Hundred Dollars (\$500.00) per fiscal year. FILLEBROWN's station wear and Class A uniform shall be maintained or replaced through the uniform allowance. Allotment monies not used may not be carried into the next fiscal year and will not be payable to FILLEBROWN.

Upon termination of employment all usable equipment, gear, and uniforms shall be turned in to the TOWN.

All other general provisions of the Town's bylaws relating to fringe benefits shall also apply to the Fire Chief as they apply to other employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Fire Chief, except as otherwise provided in this agreement.

PROFESSIONAL DEVELOPMENT, DUES and SUBSCRIPTIONS - The TOWN shall pay reasonable amounts for dues and attendance at professional development meetings, including those sponsored by the International Association of Fire Chiefs, Fire Chiefs Association of Massachusetts, National Fire Academy, Massachusetts Fire Fighting Academy, and other applicable programs, all within department professional-development budgeted amounts as approved annually by Town Meeting. Travel outside New England must be approved during the budget process.

VEHICLE - The TOWN shall provide FILLEBROWN an unmarked fire vehicle and pay for all attendant operating and maintenance expenses and insurance. The vehicle is to be used by FILLEBROWN in connection with performance of his duties as Fire Chief and/or for his professional growth and development. Since the Fire Chief is always on call, FILLEBROWN may drive the vehicle for personal reasons, including vacation, except for periods during which FILLEBROWN would NOT be reasonably expected to respond to an incident or event.

As an unmarked vehicle is deemed a taxable Fringe Benefit by the IRS, the TOWN will provide additional compensation to FILLEBROWN as follows: a benefit amount to be calculated based on the lease value of the vehicle and on the average mileage driven in 6 months for commuting and personal use, will be reported with the taxes withheld in a separate payroll transaction in December and June. In the same transaction, FILLEBROWN will receive a non-pensionable bonus equal to the gross-up tax amount as part of his regular compensation to net a zero-payroll transaction.

DISCIPLINE OR DISCHARGE - During the term of this contract, the TOWN may discipline or discharge FILLEBROWN only for just cause upon the majority vote of the duly elected Select Board. FILLEBROWN shall have the right to a pre-disciplinary or pre-discharge hearing and he shall be entitled to receive written notice of the charges against him at least 14 calendar days prior to the hearing. FILLEBROWN shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. FILLEBROWN, at his own expense, shall have the right to be represented by counsel or a representative of his choosing. The principles of progressive discipline will apply, and the TOWN recognizes its obligation to provide FILLEBROWN with periodic performance evaluations at least once per year.

For the purpose of discipline or discharge, the definition of just cause includes, but is not limited to, the following:

- a) Malfesance – defined as wrongdoing or misconduct by a public official or the commission of an act that is positively unlawful.
- b) Misfesance – defined as the doing of a lawful act in an unlawful or improper manner so that there is an infringement on the rights of others.
- c) Nonfesance – defined as the failure to do what duty requires to be done.

SEVERANCE - In the event the Select Board wishes to terminate FILLEBROWN's employment prior to the end of this agreement, for other than just cause, the TOWN shall pay FILLEBROWN a lump sum equivalent to twelve months of his base salary, any unused accrued vacation he may have at the time and the Town's portion of his health and life insurance benefits for a twelve (12) month period following termination. In the event that the Select Board wishes to exercise its right to terminate FILLEBROWN's employment under this provision, the Select Board will meet with FILLEBROWN for the purpose of explaining any reason(s) for its desire to do so.

MODIFICATION - No change or modification of this contract shall be valid unless it shall be in writing and signed by both the parties.

NOTICES – Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addresses as follows:

TOWN: Town Administrator
 29 Middle Road
 Boxborough, MA 01719

Fire Chief: 

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service, or the U.S. postmark on written notice.

LAW GOVERNING - This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

SEVERABILITY OF PROVISIONS - If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of the contract shall not be affected thereby.

GENERAL PROVISIONS –. In the event the Fire Chief dies during the term of his employment, the Town shall pay to his estate all the compensation which would have otherwise been payable to the Fire Chief up to the date of his death including, but not limited to, unused vacation leave.

IN WITNESS WHEREON, the parties hereunto have set their hands and seals to the instrument the date and year first above written, and have executed this Agreement in duplicate.

**Town of Boxborough
Acting by and through its Select Board**

Paul B Fillebrown

Paul Fillebrown Jr.

Date: 5-12-22

Attest to Signature:

Ryan

Town Clerk

Date: 5-12-22

Approved as to Legal Form by:

Joseph Faur

Town Counsel

Date: 5-12-22

WNY

Chair, Select Board

[Signature]

[Signature]

[Signature]

Date: 5/12/2022

Certified that there is appropriation in Account
to fund this Contract.

[Signature]

Town Accountant

Date: 5-12-22