

**TOWN OF CANTON  
CONTRACT OF EMPLOYMENT  
DEPUTY FIRE CHIEF**

**Agreement**

This agreement is between the Town of Canton, acting through its Board of Selectmen and Scott E. Johnson (hereafter referred to as the Deputy Fire Chief, Deputy, or employee). The Fire Chief shall provide day-to-day direction, guidance and supervision to this position – Deputy Fire Chief.

**SECTION I.**

**1) TERMS AND CONDITIONS:**

- a. This employment agreement's term is July 1, 2018– June 30, 2021
- b. The position of Deputy Fire Chief is under the direct, day-to-day supervision of Fire Chief. This contract may be extended or renewed by written approval of the Board of Selectmen.
- c. In the event the employee desires to resign from the position of Deputy Fire Chief before the expiration of the aforesaid term of employment, the employee will provide written notice at least thirty (30) calendar days in advance to the Fire Chief. In the event that the Town decides not to renew this contract at the end of the term stated above, the Town will provide at least thirty days (30) advance notice in writing to the employee of the decision to not renew.
- d. The Town may discharge the Deputy Fire Chief at any time during the term of this agreement for good cause. In the event the employee is separated/discharged by the Town for any other reason, not related to good cause and before the expiration of the aforesaid term of employment, and during such time the employee is willing and able to perform the duties of the position, the Town agrees to pay a lump sum cash payment, equal to one week's salary for each year the employee has served the Town.
- e. Under the direction of the Fire Chief, duties are as identified in the attached position description (Appendix B) which becomes part of this agreement. The Town reserves the right to modify duties and responsibilities outlined in the position description as determined by the Employer during the term of this agreement.

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**2) COMPENSATION**

The Town agrees to compensate the Deputy Fire Chief at a minimum 42 hour work week for the period as follows:

For the period of 7/1/2018 through 6/30/2019 the salary of \$120,612.00 (2% COLA)

For the period of 7/1/2019 through 6/30/2020 the salary of \$123,024.24 (2% COLA)

For the period of 7/1/2020 through 6/30/2021 the salary of \$125,484.73 (2% COLA)

- a. Annual salary payments are to be made in fifty-two (52) equal weekly installment payments.
- b. Deputy shall be paid a 5% raise after 20 years of service in the Canton Fire Department
- c. Overtime. It is understood that this position is a salaried position (no overtime/compensatory time) exempt under the Federal Fair Labor Standards Act and may be require the Employee to work beyond 42 hour weekly schedule, including nights and weekends, and schedule is subject to change without notice. It is understood that this position requires performance outside of regular office hours and the Town therefore agrees to provide the Employee with the use of a Town cellular telephone and computer (including relevant hardware and software) to use offsite.
- d. Professional Development expenses shall be paid up to \$2,500
- e. Deputy Chief shall be allowed to be an active member of the Massachusetts State Hazardous Material Team.
- f. Deputy shall receive compensation for training and responses paid for by the Massachusetts Department of Fire Services.
- g. Deputy shall receive third party detail rate at the same rate as set in Local 1580 Contract.

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**3) INSURANCE AND OTHER BENEFITS**

- a. **HEALTH – DENTAL INSURANCE:** A plan of medical and dental insurance consistent with M.G.L., Chapter 32 B shall be provided to the employee with 75% paid by the Town and 25% paid by the Employee.
- b. **DISABILITY/LIFE INSURANCE:** The Town agrees to provide reimbursement to the employee for disability and/or term life insurance policy payments not to exceed five Hundred Dollars (\$500) per year during the term of the contract.
- c. **VACATION LEAVE:** Vacation leave shall be granted as follows: Four weeks – total of 28 working tours per year. Upon retirement, resignation, or death of the Deputy Fire Chief, he (or his estate) shall be paid the amount of unused vacation leave as available. He shall not be permitted to carry over more than 30 days of leave from one vacation to the next. Vacation credit to employee accruals shall be made on July 1<sup>st</sup> of each contract year, in full not to exceed 28 working hours per year.
- d. **SICK LEAVE:** Sick leave (non occupational) shall accrue at the rate of 1.25 days per month, accumulating without limit, less paid sick leave taken. An employee who retires pursuant to M.G.L. chapter 32 will be entitled to receive salary compensation for Fifty Percent (50%) of unused accumulated sick time. In the case of death, payment shall be made to the deceased employee's estate, with payment calculated at the current daily rate of pay. In no event shall sick time buy back payment, under this section, fifteen thousand dollars (\$15,000).

In addition, the employee is allowed, with the approval of the Appointing Authority, use of accrued non-occupational sick leave, up to seven (7) days per contract year, for family-related sick leave.

Employee may be required, upon request by the Town, to provide a Physician's certificate at any time by the Town for absence(s) of any duration. In addition, employee may be required to be examined by a Town-designated physician to verify need for absence.

- e. **PERSONAL LEAVE:** Granted 3 days per fiscal year. Personal leave days may not be carried over from one contract year to the next contract year.
- f. **RETIREMENT:** Contributory retirement coverage with Norfolk County Retirement Board will be provided, as required by state law.
- g. **TUITION REIMBURSEMENT:** The Town will reimburse the employee for job-related courses taken as part of a degree or certificate program or credit towards maintaining a professional license or professional competency. Books, registration fees, and all other costs will be paid for by the Town, subject to funding availability. In no event shall said payment exceed one thousand five hundred (\$1,500) per fiscal year. Payment will be made after proof of successful course completion is provided. It is agreed that the amount reimbursed to the employee will in no event exceed the departmental available annual appropriation. This provision is subject to the sole discretion of the Town.

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- h. **OTHER BENEFITS:** The town will provide the Deputy Fire Chief with the following additional benefits as are conferred upon other Town Employees: 111F, paternity leave, leave of absence, and approved leave(s) with or without out pay as approved by the Town.
- i. **JURY DUTY:** The Employer agrees to make up the difference between the weekly wages and the compensation received for jury duty pay.
- j. **BEREAVEMENT LEAVE** – in the event of death in the immediate family of the employee, the employee shall be granted up to 4 consecutive days leave without loss of pay, to attend the funeral or memorial services. The term immediate family shall include the mother, father, wife, husband, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law, stepparent of either spouse, brother-in-law, or sister-in-law, niece and nephew. In the event of death of the employee’s uncle, aunt, or non-relative living in the employee’s household for a minimum of one year, the employee shall be granted one (1) day’s leave on the day of the funeral.
- k. **TRAVEL** –Parking, tolls, meals and conference expenses as they relate to the performance of the Deputy Fire Chief position duties shall be reimbursable, All requests for reimbursement shall be submitted in conformity with existing town practices and procedures relating to reimbursement for expenditures. The Town shall provide a vehicle for personal and professional use during this contract.
- l. **PHYSICAL FITNESS PROGRAM:** The Town will reimburse the employee for enrollment at an approved health club facility. The employee must show satisfactory evidence of enrollment and or participation and provide the Town with receipted bills. Reimbursement by the Town will not exceed Three Hundred Dollars (\$300) in any contract year.
- m. **HOLIDAYS** – The following days shall be recognized as paid holidays on the day on which they are observed:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Washington’s Birthday	Veteran’s Day
Patriot’s Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Half day preceding Christmas

If any of these days falls on a Saturday, the preceding Friday will be considered the holiday.  
Holidays falling on a Sunday will be celebrated on Monday.

- 5. **MISCELLANEOUS:** Other additional fringe benefits as are conferred upon the Employee shall include: retirement, line of duty injuries (Chapter 41, Section 100, and Section 111F), travel expense, conference reimbursement, protective clothing, air masks, court leave, military leave, and jury duty, other leave with pay, leave of absence approved by employer; shall be granted to the Deputy Fire Chief.

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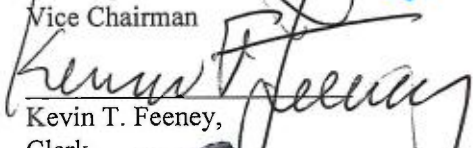
6. **UNIFORMS:** The Deputy Fire Chief will be reimbursed one thousand two hundred dollars (\$1,200) annually for uniforms and related clothing. The cost of uniform cleaning will be reimbursed to Employee for cleaning of Fire Department uniform.
7. **OUTSIDE EMPLOYMENT:** The Employee shall not engage in outside employment without the prior written approval of the Town. Said outside employment, if approved, shall not conflict with the performance of the Employee's duties as described herein and as modified from time to time by mutual agreement.
8. **CIVIL SERVICE:** The Deputy Fire Chief shall retain his Civil Service rights as determined in accordance with M.G.L.A. Chapter 31, as amended, provided, however, that he shall do and perform all acts necessary or incidental to preserve said Civil Service rights.
9. **ACTING CHIEF:** The Deputy Fire Chief will be paid Acting Chief pay after the Fire Chief is out for more than one week and so assigned by the Fire Chief.
10. **INDEMNIFICATION** - The Employer shall defend, save harmless and indemnify the Employee 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 Employee's duties as Deputy Fire Chief in accordance with the provisions of M.G.L. Chapter 258. Employer will comprise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Willful torts and criminal acts are excluded, pursuant to state law.

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For the Board of Selectmen:

  
\_\_\_\_\_  
Mark J. Porter,  
Chairman

  
\_\_\_\_\_  
Christopher Connolly,  
Vice Chairman


  
\_\_\_\_\_  
Kevin T. Feeney,  
Clerk

  
\_\_\_\_\_  
John J. Connolly,  
Member

  
\_\_\_\_\_  
Thomas Theodore  
Member

Ce-26-18  
Date

For the Employee:

  
\_\_\_\_\_  
Scott E. Johnson

6/27/18  
Date