

**TOWN OF LITCHFIELD, NEW HAMPSHIRE
FIRE CHIEF EMPLOYMENT CONTRACT**

AGREEMENT made this 25th day of June 2018 by and between the Town of Litchfield (hereinafter “EMPLOYER”) and Francis X. Fraitzl, III (hereinafter “EMPLOYEE”).

FOR AND IN EXCHANGE OF the mutual promises contained herein, the parties hereby agree that the following terms and conditions shall govern the employment, duties, salary and benefits to which EMPLOYEE shall be obligated and entitled as Fire Chief of the Town of Litchfield.

1.0 DURATION:

This Agreement will be automatically renewed for consecutive three year periods unless either party notifies the other in writing of its intent to terminate this Agreement at least thirty days prior to the expiration of the term. Pursuant to RSA 154:1, I (a), as adopted by the March 8, 2011 Annual Town Meeting, the Fire Chief is appointed by the Board of Selectmen. Pursuant to RSA 154:5,

2.0 COMPENSATION AND BENEFITS:

2.1 Wage Effective April 1, 2018, EMPLOYEE shall receive a gross weekly salary of \$1,080.00. Effective January 1, 2019, EMPLOYEE shall receive a gross weekly salary of \$1,101.60. Effective January 1, 2020, EMPLOYER shall conduct a job performance review in accordance with the Town’s prevailing wage plan and, based on said review, award a merit based wage increase to the EMPLOYEE as determined by the EMPLOYER. Effective January 1, 2021, EMPLOYER shall conduct a job performance review in accordance with the Town’s prevailing wage plan and, based on said review, award a merit based wage increase to the EMPLOYEE as determined by the EMPLOYER. Upon completion of the new Fire Station Building, EMPLOYER shall provide EMPLOYEE with a one time lump sum payment in the amount of \$5,000.00. It is acknowledged and agreed that the EMPLOYEE is an ‘exempt’ employee as defined in the Fair Labor

Standards Act and in that regard EMPLOYEE agrees and acknowledges that he is not entitled to be paid for any hours worked beyond 24 hours in a work week. The EMPLOYEE may not exceed 32 hours in any one week.

2.2 Classification The EMPLOYEE's position is classified as exempt Regular Part-time. Effective April 1, 2018, the wage classification for the Fire Chief position shall change from grade 14 to grade 15.

2.3 Earned Time EMPLOYEE shall accrue 144 hours of earned time per calendar year and subject to a 192 hour maximum accrual at anytime throughout the calendar year. In addition, there shall be a minimum usage requirement of 72 hours per calendar year. Employee shall be eligible to participate in the earned time buyback program as follows:

1. April 1, 2018 may sell back 40 hours of earned time at the hourly rate of \$37.30.
2. December 2019 may sell back earned time per Town's Personnel Policy.
3. December 2020 and thereafter, EMPLOYEE shall not be eligible to participate in the earned time buyback program.

All other provisions of the earned time section of the Town's Personnel Policy shall apply.

2.4 Paid Holidays EMPLOYEE shall be compensated for six (6) paid holidays per calendar year.

2.5 Insurance EMPLOYEE shall be eligible to participate in EMPLOYER's group medical and dental insurance plans and short term disability program.

2.5.1 EMPLOYER shall pay Fifty Percent (50%) of the premiums associated with such health insurance and EMPLOYEE shall pay Fifty Percent (50%) of the premiums associated with such health insurance plan.

2.5.2 EMPLOYER shall pay Fifty Percent (50%) of the premiums associated with such dental insurance and EMPLOYEE shall pay Fifty Percent (50%) of the premiums associated with such dental insurance plan.

- 2.5.3 If the EMPLOYEE chooses not to take the Town's Health Insurance and demonstrates coverage under another plan, he will receive a buy-out based on the level of health insurance coverage for which the employee would be eligible as of January 1. This value of this buyout will be based on one half of the Town's share of health insurance premium for the HealthTrust Access Blue HMO Plan (or prevailing equivalent plan), or a pro-rated value for the remaining weeks in the health insurance year based on the EMPLOYEE's election to participate in the buyout program. The remaining avoided premium cost to the Town will be paid to the Employee in equal payments through the Town's regular payroll process.
- 2.5.4 EMPLOYER shall pay 100% of the premiums for Short Term Insurance. The short term disability coverage will provide for 66 2/3% of EMPLOYEE base wage for a period of twenty-six (26) weeks (\$900 max weekly cap). Payments begin the first day after an accident and eight (8) days after an illness. The long term coverage shall provide for payments of sixty percent (60%) of EMPLOYEE base wage (\$5,000 max monthly cap). Payment begins after one hundred eighty (180) days of qualifying disability.
- 2.6 Uniform Allowance EMPLOYEE shall be provided with a uniform allowance of Four Hundred Dollars (\$400.00) per year and any other benefits given to other employees of the Town.
- 2.7 Personnel Policy EMPLOYEE shall be eligible for all benefits as outlined in the Town's Personnel Policy that are not specifically enumerated in this section.
- 2.8 Professional Development The EMPLOYER shall grant the EMPLOYEE at least 48 hours annually of paid time for professional development, including but not limited to conferences, seminars, workshops, or other training opportunities. Further, the EMPLOYER shall cover all reasonable expenses for the EMPLOYEE to attend at least one fire service related National conference/program annually (i.e. NFA, IAFC, VCOS, FDIC, etc.). This shall be in addition to any other

training opportunities that may arise and are deemed beneficial for the EMPLOYEE to attend in order to provide benefit to the EMPLOYER.

3.0 DUTIES AND RESPONSIBILITIES:

- 3.1 General Subject to such written formal policies as may be adopted by the Board of Selectmen, EMPLOYEE shall be the department head of the Fire Department and have the authority to direct and control all employees of the Fire Department in their normal course of duty and shall be responsible for the efficient and economical use of all Fire Department equipment. Employee shall be responsible for disciplining all employees of the Fire Department, subject to grievance and appeal rights, if any, to the Board of Selectmen. EMPLOYEE shall report directly to the Board of Selectmen, shall exercise all lawful powers of his office as Fire Chief as outlined in RSA 154:2, 154:7, and 154:8 and shall issue such lawful orders as are necessary to assure the effective performance of the Litchfield Fire Department. EMPLOYEE shall be technically qualified by training or experience and shall have ability to command firefighters and hold their respect and confidence.
- 3.2 Staffing EMPLOYEE shall be responsible for planning, directing, coordinating, and staffing all activities of the Fire Department. EMPLOYEE shall establish a routine of duties to be performed by firefighters. EMPLOYEE shall have the authority under NH RSA 154:1 I (a) to appoint firefighters. Such appointments shall be made after consultation with the Town Administrator and/or Board of Selectmen.
- 3.3 Rules and Regulations EMPLOYEE shall be responsible for implementing and enforcing all rules, policies, and procedures, general and special orders within the Fire Department. EMPLOYEE will be responsible for implementing and enforcing all applicable Town policies as set forth by the Board of Selectmen.
- 3.4 Reports EMPLOYEE shall be responsible for the completion and forwarding of such reports as may be required by proper authority.

- 3.5 Public Relations EMPLOYEE shall be responsible for public relations with local citizens, local government and other related or law enforcement agencies.
- 3.6 Fire Department Facility and Equipment EMPLOYEE shall be responsible for the Fire Department facility and property and equipment used by the Fire Department. EMPLOYEE shall not be permitted to make any structural changes to the Fire Department facility without prior consent of the Board of Selectmen, which consent may be withheld for any reason. EMPLOYEE shall only be permitted to sell, trade-in or otherwise transfer any individual item of Fire Department property in a manner consistent with the Town's Purchasing Policy. He shall be responsible for the efficient and economical use of all equipment and shall maintain an inventory and maintenance record system of same.
- 3.7 Training EMPLOYEE shall be responsible for overseeing the training of all members of the Fire Department.
- 3.8 Department Organization EMPLOYEE shall be responsible for maintaining a professional organizational structure for the Fire Department.
- 3.9 Supervision EMPLOYEE shall ensure that the duties and responsibilities of members and employees are being properly discharged. EMPLOYEE shall be responsible for the necessary delegation of authority to those under his command.
- 3.10 Inspection of Licensed Public Places EMPLOYEE shall exercise general supervision and inspection of all licensed public places within the Town of Litchfield as required under state law.
- 3.11 Annual Report and Budget EMPLOYEE shall submit an annual report to the Board of Selectmen concerning the activities of the Fire Department. EMPLOYEE will be responsible for the preparation and justification of the annual Fire Department budget and for the specification, purchase and control of all department equipment and expenses.
- 3.12 Records EMPLOYEE will maintain a personnel record system which shall contain all pertinent information on all Fire Department members and employees.

3.13 Other EMPLOYEE shall be responsible for any other duties assigned to him from time to time by the Board of Selectmen. Should the duties added significantly change the scope of the EMPLOYEE's responsibilities, position, title or work hours, both parties agree to review and revise any affected sections of this agreement to the mutual agreement of both parties. EMPLOYEE shall report to and meet with the Board of Selectmen from time to time as they may require or as may be necessary and he shall submit such reports, budgets and other information concerning the Fire Department as may lawfully be required.

4.0 EVALUATION:

EMPLOYEE is expected to perform and operate the Fire Department in a professional and up-to-date manner. As such, he will be evaluated by the Board of Selectmen at a minimum, annually at least two months prior to the expiration of this contract, in writing, with respect to the Duties and Responsibilities set forth in Paragraph 3 of the within Agreement.

5.0 VEHICLE:

The Town shall provide a vehicle for use by the EMPLOYEE and all associated operating and maintenance expenses and insurance shall be paid by the EMPLOYER. Said vehicle is to be used by the EMPLOYEE in the performance of his duties, for official Town business, for his professional growth and development and any other occasions approved by the Board of Selectmen. It may be used by the EMPLOYEE at times in his best judgment for other reasons since the EMPLOYEE is "ON CALL" in the event of an emergency.

6.0 DISCIPLINE AND DISCHARGE:

6.1 EMPLOYEE shall only be disciplined using methods and procedures as outlined in the Rules and Regulations for the Litchfield Fire Department which shall

include a progressive method of discipline of first a verbal notice, second a written notice, and third suspension or discharge for the same offenses or violation unless such offense is so serious or involves a crime that immediate suspension or discharge is required.

- 6.2 The Fire Chief may be suspended without pay and/or discharged prior to the expiration of this contract only for just cause upon proper written notice pursuant to RSA 154:5. Upon such suspension or dismissal, the EMPLOYEE shall be entitled to a hearing on the reasonableness of the action, in superior court, if the EMPLOYEE petitions the superior court for a hearing within 45 days of suspension or dismissal. In the event of suspension or dismissal, EMPLOYEE shall continue to receive salary and benefits for a period of 45 days after the suspension or termination date regardless of whether or not EMPLOYEE appeals the suspension or termination. In the event of a successful appeal, this amount shall serve as a credit against any back wage award, if any.

7.0 RENEWAL AND TERMINATION:

- 7.1 Nothing herein shall prevent the EMPLOYER and the EMPLOYEE from renegotiating the terms and conditions of this Agreement subsequent to its execution. Any changes to the within Agreement must be in a writing signed by both parties.
- 7.2 This Agreement may be voluntarily terminated with thirty (30) days written notice upon mutual agreement of the EMPLOYER and the EMPLOYEE.
- 7.3 Upon termination of employment of the Fire Chief, he shall be entitled to compensation for all accrued earned time.
- 7.4 Unless automatically renewed pursuant to Paragraph 1.0, this Agreement shall terminate on March 31, 2021.

8.0 MISCELLANEOUS:

8.1 EMPLOYEE is encouraged to take advantage of the latest developments and training in emergency services and, as such, all dues and expenses relative to professional organizations, meetings, and conferences shall be considered normal department expenses.

8.2 EMPLOYEE shall be allowed to attend the annual conferences of the NH Association of Fire Chiefs, The New England Association of Fire Chiefs and International Association of Fire Chiefs. Further, the EMPLOYER agrees to support the EMPLOYEE in participation of such organizations on committees, boards, and executive positions provided it does inhibit the EMPLOYEE'S ability to fulfill the responsibilities of the position of Fire Chief.

8.3 It is understood and agreed that the EMPLOYEE may be required to work odd hours in order to function effectively and may be required to respond to emergencies, perform inspections, attend meetings, training, and participate in community activities. During any of the above activities, including attending conferences he shall be considered as working and entitled to any benefits and protection as allowed to him during normal working hours.

8.4 In matters concerning the welfare or liability of the Town, EMPLOYEE may consult with Town Counsel who will advise him in the best manner and interest of the Town and pursuant to the laws of the State of New Hampshire and the ordinances of the Town of Litchfield.

8.5 In matters involving possible discipline, criminal charges or termination of EMPLOYEE he shall have the right to be represented by his attorney at all times and any meetings or hearings relative to such matters will be held in non-public session unless the EMPLOYEE specifically requests that they be held in public session.

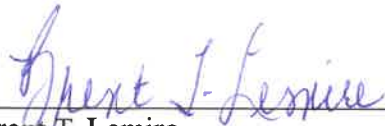
9.0 COMPLETE AGREEMENT; CHANGES AND SEVERABILITY:

This Agreement supersedes all prior contracts and understandings between the EMPLOYEE and the EMPLOYER. No changes or modifications of this Agreement shall be valid unless they are in writing and signed by both parties. The invalidity of any part or parts of this Agreement shall not affect the validity of the remaining parts. The


foregoing terms represents the entire agreement between the EMPLOYER and the EMPLOYEE.

EXECUTED this 25th day of June 2018

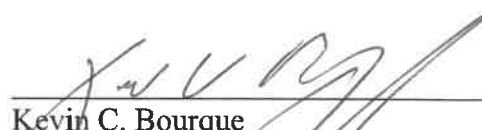
TOWN OF LITCHFIELD
By its Board of Selectmen



Brent T. Lemire



John R. Brunelle



Kevin C. Bourque



Kurt D. Schaefer

Steven J. Webber

FIRE CHIEF:



Francis X. Fraitzl, III