

**EMPLOYMENT AGREEMENT  
BETWEEN THE TOWN OF EAST BRIDGEWATER, MA  
AND  
TIMOTHY M. HARHEN, FIRE CHIEF**

This agreement (the "Agreement") sets forth the salary, terms, and conditions of employment between the Town of East Bridgewater (the "Town") and Timothy Harhen (the "Fire Chief").

- I. **AUTHORIZATION** – This agreement is entered into between the parties pursuant to MGL Ch. 48 Sec. 42, 43, and 44, MGL Ch. 41 Sec. 108 O.
- II. **DURATION** – This Agreement shall be effective from July 1, 2022 and extend through June 30, 2025 and shall remain in effect from year to year thereafter until a successor agreement has been reached and signed by the parties. This Agreement shall remain in full force and effect during the period of negotiations of a successor agreement and until the signing of said successor agreement.
- III. **COMPENSATION** – The Fire Chief shall receive annual compensation paid weekly as follows:
- Effective July 1, 2022 – June 30, 2023 – \$3,081.18 per week (equal to \$160,221.60 annualized.)  
Effective July 1, 2023 – June 30, 2024 – \$3,171.40 per week (equal to \$164,912.74 annualized.)  
Effective July 1, 2024 – June 30, 2025 – \$3,234.83 per week (equal to \$168,211.00 annualized.)
- IV. **DUTIES OF THE FIRE CHIEF** – The Fire Chief shall exercise and not be restrained in the exercise of all powers and authority granted under MGL Ch. 48, Sec. 42, including but not limited to the following:
- A. The Fire Chief shall assign, supervise, and monitor the maintenance and operation of all Fire Department equipment and apparatus.
- B. The Fire Chief shall supervise all Department personnel. The Fire Chief shall take any action that he deems appropriate to maintain proper discipline in his Department and to protect the safety of the public.
- C. The Fire Chief shall prepare department budgets and be responsible, to the extent possible, for operation with the budget submitted.
- D. Shall report to the Board of Selectmen (the "Board") as necessary, or as requested by the Town Administrator or the Board on all activities of the Fire Department.
- E. Shall oversee all civilian dispatchers in partnership with the Police Chief.
- V. **ADDITIONAL DUTIES** – The Board of Selectmen shall appoint the Fire Chief to the following positions each year:
- Forest Warden
  - Right to Know Coordinator
  - Director of Emergency Management
  - Community Emergency Response Coordinator

The Chief's annual salary includes the above "additional duties" as one factor, among many in determining his base salary, including the 24 hour per day nature of his position and EMT-Paramedic certification.

VI. **HEALTH INSURANCE** – The Town’s share of the Fire Chief’s health insurance premiums shall remain at the percentage of contribution in effect on July 1, 2022 for the particular plan chosen by the Fire Chief. The Board and the Fire Chief agree that should the Board generally increase or decrease the monthly contribution rate for General Government employees then such increase or decrease shall apply to the Fire Chief. The Board and the Fire Chief agree that should there be a change to health benefits generally offered to Town employees, and should that change conflict with this Agreement, then this Agreement shall be reopened for the purpose of discussing this provision and implementing this change.

VII. **VACATION**

- A. The Fire Chief shall receive the same vacation specified in the Personnel Policies of the Town.
- B. The Fire Chief shall be able to carry over up to five (5) days of unused vacation leave from one fiscal year to the following fiscal year (additional days may be carried over from one fiscal year to the following fiscal year with the approval of the Board of Selectmen) or be reimbursed up to five (5) days of accrued but unused vacation time.
- C. Upon retirement or death, the Fire Chief or his estate, in addition to all other benefits, shall be entitled to be paid for all accrued vacation leave, said monies calculated as of the date of retirement or death.

VIII. **HOLIDAYS, SICK LEAVE and EMERGENCY LEAVE** – The Fire Chief shall receive the same Holiday, Sick Leave and Emergency Leave as specified in the Personnel Policies of the Town.

- A. The Fire Chief qualifies for the Personnel Policies Sick Leave Option: 100% of all days accrued between 20 and 120 at 70% of the Fire Chief’s then daily rate of pay upon retirement.
- B. Upon death, the estate of the Fire Chief shall be given a day’s pay for each three (3) days of the unused portion of accumulated sick leave up to a maximum of seventy-five (75) days.
- C. The Fire Chief qualifies for the benefits under the Holidays section of the Personnel Policies for the following holidays:

Half day before New Year’s Day  
New Year’s Day  
Martin Luther King Day  
Presidents’ Day  
Patriots’ Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Veterans’ Day  
Thanksgiving Day  
Day After Thanksgiving  
Day Before Christmas (except the day after Christmas when Christmas falls on a Thursday)  
Christmas Day

- C. As a sworn firefighter, the Fire Chief shall be entitled to injured-on-duty benefits as defined in MGL Ch. 41, Sec. 111F, or any law or benefit relative thereto.

- IX. **HOURS OF WORK** – The Fire Chief agrees to devote the amount of time and energy which he determines is reasonably necessary for the Chief to faithfully perform the duties of the Fire Chief and Director of Emergency Management under and within this Employment Agreement. Due to the unique nature of the municipal public safety management function, it is understood and agreed that in order to properly perform the job required, the Chief may have to expend additional time beyond the normal work day, and the Chief agrees to do the same as required. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said time.

However, the Chief may adjust his schedule taking into account such ‘extra’ time, as along as the same does not interfere with the obligations to perform his duties.

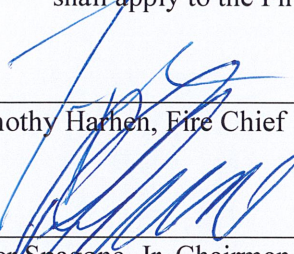
- X. **CLOTHING ALLOWANCE** – The Fire Chief shall receive \$1,200.00 per year as clothing allowance to be used at his discretion.
- XI. **AUTOMOBILE** – The Town shall provide, maintain, and repair an automobile for the Fire Chief. The automobile shall be used by the Fire Chief in the performance of his duties, including, but not limited to his professional growth and development. Because the Fire Chief is “on call”, in the event of an emergency, the Fire Chief is also authorized to use this vehicle for personal use.
- XII. **CONTRACT RENEWAL**
- A. Pursuant to G.L. c. 48, s. 42, the Fire Chief may be removed for cause after a hearing. If this Agreement is not amended or renewed, the terms of the Agreement shall remain in effect until the Fire Chief is removed pursuant to G. L. c. 48 s. 42 or until he resigns or retires.
- B. In the event that the Fire Chief voluntarily resigns his position with the Town before the expiration of the aforesaid term of employment, then the Fire Chief shall give the Town at least thirty (30) days’ notice in writing, in advance of the effective date of such resignation, unless otherwise agreed to with the Board. The Fire Chief shall give at least ninety (90) days’ notice in writing to the Board of Selectmen if he does not intend to seek re-appointment to his position at the termination of this Agreement and appointment, unless otherwise agreed to with the Board.
- XIII. **PERFORMANCE REVIEW** – The Town Administrator will conduct an annual performance review of the Fire Chief. Any evaluation will be based on the duties of the Fire Chief included in this Agreement. To the extent the Employer wishes to expand the evaluation to include duties or requirements not covered by this Agreement then the Board shall notify the Chief of any such change or additional duty or requirement at least twelve (12) months prior to the evaluation.
- XIV. **TERMS OF SEPARATION** – Pursuant to G.L. c. 48, s. 42, the Fire Chief may be removed for cause after a hearing. “Cause” shall be defined as failure to meet performance goals and expectations or serious misconduct in violation of any law or Town policy. In the event of termination pursuant to the foregoing or a mutual agreement of separation prior to termination of

this Agreement, the Town shall pay to the Fire Chief 100% of all unused vacation leave and the eligible amount for unused sick leave pursuant to the Town's Personnel Policies.

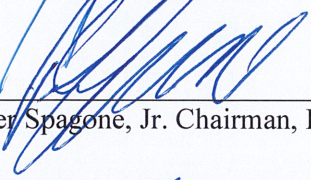
XV. **SEVERABILITY** – If any of the terms or provisions of this Agreement are found contrary to law, all other terms and provisions shall be given full force and effect.

XVI. **RE-OPENING of EMPLOYMENT AGREEMENT** – During its term, this Agreement may be reopened by mutual consent of the Board and the Fire Chief.

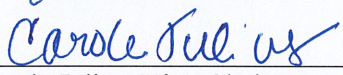
XVII. **OTHER** – Provisions of the Town Personnel Policies not otherwise covered by this Agreement shall apply to the Fire Chief.

  
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Timothy Harnen, Fire Chief

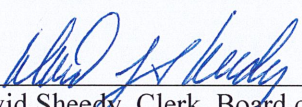
8/15/22  
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Peter Spagone, Jr. Chairman, Board of Selectmen

8/15/22  
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Date:

  
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Carole Julius, Vice-Chairman, Board of Selectmen

8-15-2022  
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Date:

  
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David Sheedy, Clerk, Board of Selectmen

8-15-2022  
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Date: