

TOWN OF NANTUCKET EMPLOYMENT AGREEMENT

This Agreement is effective as of October 1, 2022 by and between the TOWN of NANTUCKET, MASSACHUSETTS, acting by and through its Town Manager (hereinafter "TOWN"), and Michael Cranson, 65 Metacommet St, Portsmouth, RI 02871 (hereinafter "CRANSON").

WITNESSETH

WHEREAS, the TOWN desires to employ CRANSON as the Fire Chief with respect to the affairs of the Nantucket Fire Department and,

WHEREAS, CRANSON desires to accept such employment, on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - EMPLOYMENT

- 1.1 The TOWN hereby agrees to employ CRANSON as the Fire Chief, and CRANSON hereby accepts this employment, to perform certain duties and services for the TOWN as described in Article 2.
- 1.2 CRANSON will devote his best efforts and full professional time and energy exclusively to the performance of his duties and responsibilities to the TOWN and to advancing the interests of the TOWN from that position; it is agreed that CRANSON'S primary residence shall be Nantucket.
- 1.3 CRANSON agrees that during his employment as the Fire Chief, CRANSON will not engage or participate in, directly or indirectly, whether as an agent, employee, officer, director, independent contractor or otherwise render advisory or other services to, or make any financial investment in, any person, partnership, corporation or other business entity which does business with the TOWN, which would create a conflict of interest or in any other way directly interfere with his duties as Fire Chief.
- 1.4 CRANSON, as the TOWN'S appointed Fire Chief, shall be sworn to the faithful performance of his duties, and, during the time that he holds such office, CRANSON shall hold no elective TOWN or COUNTY office, but may be appointed by the Select Board or Town Manager, or, with their approval, by any other TOWN or COUNTY officer, board committee, or commission to any other TOWN or COUNTY office or position consistent with his office.
- 1.5 The Nantucket Fire Department is a twenty-four hour, seven day a week operation, and because of the serious nature and sensitivity of its mission, it is recognized that the duties of CRANSON will require that he schedule himself to work hours necessary to accomplish the responsibilities of the position. The TOWN and CRANSON agree that this is an exempt position for the purposes of the FLSA. The regularly scheduled workweek for CRANSON shall be a minimum of forty (40) hours a week and the normal work week shall be five (5) out of seven (7) days. CRANSON will generally schedule his work during the TOWN'S regular hours of operation, Monday through Friday, 8:00 am to 4:00 pm. Notwithstanding the foregoing, in recognition of the critical public safety nature of CRANSON'S duties to the citizens of Nantucket, CRANSON shall be on call for emergencies at other times on an

as needed basis, except during vacation, sick or disability leave periods, and other excusable absences, duly authorized by the TOWN. CRANSON may be required to participate in community activities, make inspections, attend meetings, and respond to emergencies and investigations. CRANSON will spend such time as necessary to ensure the efficient operation of the Fire Department while at the same time providing a sufficient amount of time for personal and leisure time. CRANSON shall be considered exempt from the overtime provisions of the Fair Labor Standards Act and similar laws of the Commonwealth.

ARTICLE 2 - SERVICES

- 2.1 CRANSON will perform the duties associated with the position of Fire Chief including without limitation the duties and responsibilities of the Fire Chief as set forth in the Town's job description for Fire Chief; in the TOWN bylaws; and such other duties as may be reasonably assigned to him by the Town Manager. CRANSON acknowledges receipt of a copy of the job description for the Fire Chief.
- 2.2 CRANSON shall report and be responsible to the Town Manager, and shall act by and for the TOWN in any matter which may be assigned to him relating to the administration of the Fire Department or, with approval of the Town Manager, may perform such other duties as may be requested of him by any other TOWN officer, board, committee or commission.
- 2.3 Any amendment to the scope of services or work required by this Agreement or any work to be performed beyond the scope of this Agreement will not be performed by CRANSON without the written approval of the Town Manager.
- 2.4 It is acknowledged that CRANSON is responsible as being on call 24/7 except as defined in this contract. As an exempt employee CRANSON does not receive additional compensation for time while "On Call" or responses from Friday at 4pm through Sunday while he must be available at all times during this period. Therefore, CRANSON will be allowed to adjust his work schedule for the week following an "on Call or Duty" weekend where he was responsible as the primary chief officer by shortening the week by no more than one day for the on call weekend worked, this adjustment will be done with the approval of the Town Manager.

ARTICLE 3 - PERIOD OF EMPLOYMENT

- 3.1 The term of Agreement shall be from TBD through XXX, 2025 and may be extended by the TOWN and CRANSON by mutual written agreement signed by the TOWN and CRANSON.
- 3.2 CRANSON shall provide services under this Agreement upon the commencement hereof and will diligently and faithfully perform the work to completion in accordance with the applicable employment standards, and standards otherwise applicable to such professional positions.

ARTICLE 4 - PAYMENTS

- 4.1 As compensation for his services as Fire Chief, effective October 1, 2022 the TOWN will pay CRANSON and CRANSON shall accept a base salary at the rate of One Hundred Sixty-five Thousand (\$165,000) per year, payable in installments as specified below; Thereafter, a performance review will be made at the anniversary date under this Agreement which will be used by the Town in consideration of a pay increase and provided that a performance review

undertaken prior to that date is satisfactory. CRANSON'S salary shall be payable at such intervals as is customary with the TOWN'S employees, subject to applicable withholdings and otherwise in conformance with the normal payroll practices of the TOWN.

CRANSON shall also be entitled to reimbursement by the TOWN for reasonable, ordinary and necessary out-of-pocket business expenses incurred by CRANSON in performance of the above services and in acting for the TOWN during the term of this Agreement provided that the expenses are pre-approved and receipts are presented to the TOWN. These out-of-pocket expenses must be in accordance with Town policies and Town Manager directives, and include a cellular phone for use by CRANSON for the Town

- 4.2 The TOWN shall provide CRANSON all required uniforms and equipment.

ARTICLE 5 - FRINGE BENEFITS

- 5.1 During the period of this Agreement, the TOWN shall provide CRANSON participation in any medical, dental, life and disability insurance and retirement programs generally available to TOWN employees, as they now exist or may hereafter be amended or changed, or which may in the future become available, the costs of which shall be borne by the TOWN and/or CRANSON, in accordance with the standard practice in effect for TOWN employees. CRANSON may elect to opt-out of the Town's health insurance plan if CRANSON can show proof of insurance through another plan and completes the Town's health insurance waiver of coverage form. Upon presentation of proof of alternative coverage, CRANSON is eligible to receive a payment of eight hundred (\$800.00) dollars per month. Annual verification of coverage is required to maintain the opt-out payment.
- 5.2 CRANSON shall be entitled to Four (4) Weeks of vacation during each full year of employment, which may be taken all at once or as separate days, and may not accumulate from year to year. Such vacation shall be taken at such times as is compatible with the work schedule of CRANSON and the business of the TOWN. CRANSON shall not be entitled to vacation pay in lieu of vacation, and any vacation time not used during the period of this Agreement shall be deemed waived, unless approval is given by the Town Manager for a carryover.
- 5.3 CRANSON shall be entitled to Fifteen (15) sick days during each full year of employment, which shall accumulate at a rate of 1.25 days per month. Sick leave may not accumulate beyond 150 days. CRANSON shall also be entitled to two (2) personal days per year. Personal days do not carryover from year to year. Upon retirement or termination of this Agreement CRANSON shall receive payment equivalent to 50% of his accumulated sick time as of the date of retirement from the TOWN/COUNTY. There shall be no payment for unused personal days upon retirement or other termination of employment.
- 5.4 The TOWN shall provide an appropriate Fire Department vehicle for use by CRANSON, including all attendant operating, maintenance and associated expenses for said vehicle. Said vehicle is to be used by CRANSON in connection with performance of CRANSON'S duties as Fire Chief. Said vehicle may be used by CRANSON for personal reasons, since CRANSON is "on call" twenty-four hours a day in the event of an emergency. This vehicle may not be operated by any person other than CRANSON or a person duly authorized by CRANSON for fire, ambulance or other emergency-purposes only.

- 5.5 In the event of a death in CRANSON'S immediate family (i.e., spouse, children, mother, father, mother-in-law, father-in-law, grandparents, brother or sister) he will be paid up to five (5) working days for scheduled time lost.
- 5.6 The TOWN recognizes its obligations to the professional development of CRANSON, and agrees that CRANSON shall be given adequate opportunities to develop his skills and abilities as a fire administration professional; accordingly, CRANSON will be allowed to attend the Massachusetts, New England, and the International Fire Chiefs Association training conferences each year without loss of vacation or other leave, and will be reimbursed by the TOWN for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences and in accordance with TOWN policy.
- 5.7 CRANSON shall be entitled to holiday pay for the following holidays, provided that he is on duty at any time during those days: New Year's Day, Martin Luther King Day, President's Day, Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People's Day, Veterans Day, Thanksgiving Day, Christmas Day, the day before or after Christmas Day or Thanksgiving Day.
- 5.8 The TOWN also agrees to budget and pay for travel and subsistence expense of the CHIEF for short courses, institutes, and seminars that, in the CRANSON'S reasonable judgment, are necessary for his professional development, subject to the approval of the Town Manager.

ARTICLE 6 – TERMINATION AND SUSPENSION

- 6.1 The TOWN and CRANSON agree that both parties may terminate this Agreement by mutual consent in writing without any obligation to pay any severance sum, except for unused vacation and 50% of accumulated unused sick days.
- 6.2 The TOWN and CRANSON agree that either party may terminate this Agreement or CRANSON may be suspended, for cause, upon written notice to the other at the latest current address on file with the TOWN. For the purposes of this Agreement, the word "cause" shall mean any ground asserted in good faith which is not arbitrary, irrational, unreasonable or irrelevant to the task of ensuring efficient management of the TOWN. The notice shall advise of the basis for the proposed termination and afford an opportunity to request a hearing before the Town Manager on the same.
- 6.3 This contract may only be terminated for cause as defined above in section 6.2.
- 6.4 Nothing contained in this Agreement shall affect the appointment or removal powers of the TOWN over its Fire Chief, nor does this Agreement in any way grant tenure to such officer or abridge the provisions of any applicable Massachusetts General Laws.


ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its or CRANSON'S rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and such attempted assignment or other disposition without

such consent shall be null and void and of no force and effect.

- 7.2 In accordance with M.G.L. Chapter 258, Section 13, the Town shall defend, save harmless and indemnify the Fire Chief against any tort, professional liability, claim or demand, or other civil legal action, brought by a third party whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as Fire Chief, 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 judgment rendered thereon without recourse to the Fire Chief.
- 7.3 This contract includes the entire Agreement of the TOWN and CRANSON and may be changed (amended, modified or terms waived) only in writing, signed by the TOWN and CRANSON. Any notices required or allowed shall be to the party's address above (or last known residential address) by certified mail, return receipt requested.
- 7.4 If any provisions or any portion thereof contained in this Agreement are held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portions thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.
- 7.5 This Agreement is governed by the laws of Massachusetts, and the Article headings included in each Article are for reference only and do not affect the meaning of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 12 day of Aug, 2022.

By: 
Michael Cranson

TOWN OF NANTUCKET
By its Town Manager

By: _____
C. Elizabeth Gibson

Town of Nantucket Job Description: Fire Chief

Position Title:	Fire Chief	Grade Level:	Non-Union
Department:	Fire Department	Date:	9/1/2022
Reports to:	Town Manager	FLSA Status:	Exempt

STATEMENT OF DUTIES: Appointed by the Town Manager. The Fire Chief performs and oversees a wide variety of functions related to the physical well-being of residents and visitors. Coordinates and supervises the divisions of the Department that handle emergency calls, fire protection and prevention, fire inspection and arson investigation; as well as building and vehicle maintenance including ensuring compliance with all related laws, rules and regulations. Implements all fire prevention programs and training programs for regular and call firefighters and emergency medical technicians. Responsible for planning, directing, coordinating, controlling and staffing of all activities within the department and ensuring that all firefighters and EMT's are properly trained. Directs the overall firefighting and emergency medical service efforts of department personnel. Responsible for overall supervision of department, including permanent firefighters, Paramedics and EMT's, fire prevention officer(s), deputy chief, call firefighter(s), call EMT's.

SUPERVISION REQUIRED: Works under the supervision of the Town Manager or his/her designee. Performs a variety of duties requiring the exercise of independent and objective judgment. Works frequently on own initiative to handle areas of responsibility and assigned tasks in a professional manner.

SUPERVISORY RESPONSIBILITY: The employee is responsible for the direct supervision of all support staff of the department. Supervisory responsibilities include training, scheduling, disciplinary actions, payroll, budget oversight, and performance evaluation of direct reports.

CONFIDENTIALITY: The employee has regular access to confidential information such as department records, collective bargaining documents, and executive session strategies that are obtained during performance of regular position responsibilities in accordance with the State Public Records Law.

ACCOUNTABILITY: Consequences of errors, missed deadlines or poor judgment may include adverse public relations, harm to persons and property, legal repercussions, and fines where applicable. The Fire Chief is considered an essential services employee and is required to maintain or protect the health, safety or physical well-being of the Town given the conditions of the declared emergency.

JUDGEMENT: Numerous standardized practices, procedures or general instructions govern the work performed and in some cases may require additional interpretation. Independent judgment is needed to facilitate exceptional customer service with the general public and maintain confidentiality.

COMPLEXITY: The work consists of the practical application of a variety of concepts, practices and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating facts or data using specialized fact-finding techniques; or determining the methods to accomplish the work as well as presenting information to the public.

WORK ENVIRONMENT: Normally works under standard office practices, policies and conditions. Work environment is frequently hectic and disruptive. The noise level in the office environment is usually moderate and very loud at an emergency scene. Work is performed in emergency and stressful situations. Interruptions in work are frequent. Work may involve outdoor exposure to varying weather conditions. The workday may frequently be greater than eight (8) hours. Some exposure to various types of chemicals related to may occur. The standard workweek shall be 40 paid hours per week (Monday – Friday). Daily schedule may vary to accommodate department operations. Work outside of the standard workweek and outside of the typical daily schedule may be necessary to accommodate emergency or other atypical situations.

NATURE AND PURPOSE OF PUBLIC CONTACT: Relationships with co-workers and the public involving frequent

Town of Nantucket Job Description: Fire Chief

explanation, discussion or interpretation of practices, procedures, regulations or guidelines in order to render service, plan or coordinate work efforts, or resolve operating problems. Other regular contacts are with service recipients. More than ordinary courtesy, tact, and diplomacy may be required to respond to requests for information or to deal with uncooperative or uninformed persons.

OCCUPATIONAL RISK: Essential functions regularly present potential risk of injury to the employee that could result in loss of time from work. Special safety precautions, training and protective clothing are required.

ESSENTIAL DUTIES/RESPONSIBILITIES/FUNCTIONS

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Plans, coordinates, supervises and evaluates fire operations. Responsible for life and property in the event(s) of, but not limited to, fire, fire alarm activation, hazardous materials incidents, motor vehicle accidents, aircraft accidents, dangerous weather accidents and other emergency events. Coordinates reception and proper handling of all fire-related calls. Issues specific criteria governing the response to an alarm to ensure performance in a safe and efficient manner. Responds to and commands fire and other responding department personnel at major fires and other serious emergencies, including hazardous materials incidents. Oversees clean-up and salvage operations.
- Establishes policies and procedures for Emergency Medical Service and Rescue. Ensures prompt and efficient dispatch of ambulance and other rescue vehicles when required. Implements and is responsible for maintaining proper procedures to keep ambulances in constant state of preparedness. Supervises quality of care delivered to all patients of the service.
- Implements preventive maintenance program to ensure that emergency vehicles are in the utmost state of readiness; and, establishes protocol for daily and weekly checks on equipment to make sure it is clean and in proper running condition. Determines how to alleviate equipment problems and directs personnel to act accordingly. Oversees maintenance of buildings and grounds of the Fire Department, including writing bid specifications, advertising, following bidding procedures and analyzing bids for repairs maintenance and other types of work to Departmental equipment as well as buildings and grounds, as needed.
- Interviews, tests and recommends the selection and promotion of department personnel (permanent and call). Responsible for training, motivating and directing the activities of personnel; and, for scheduling training programs as may be required or needed, either on or off-island. Assigns training officers to maintain drill quality of training programs. Maintains high training standard for all fire department personnel to ensure the best possible resolution to a given problem.
- Oversees required fire-related inspections of all regulated structures, including but not limited to, nursing homes, hospitals, schools and restaurants, pursuant to Massachusetts General Law (MGL) Chapter 148 and amendments thereto. Oversees and conducts inspections of all fired furnaces and appliances which have been installed or altered, pursuant to MGL Chapter 148, and in accordance with Chapter 527 of the Code of Massachusetts Regulations. Issues necessary permits/licenses of inspected facilities pursuant to applicable regulations.
- Oversees investigation of all incidents in which there is probable cause to suspect an unnatural cause for the incident, including supervising the collection of all evidence, information and witness accounts, and relaying it to other federal, state and/or local authorities as may be required pursuant to MGL Chapter 148. Responsible for final determination of probable cause of all fires.
- Responsible for the implementation of MGL Chapter 148 in terms of public and private fire alarm and sprinkler system installations and upgrades as may be necessary to meet current federal, state and local regulations and requirements.
- Responsible for supervising fire prevention officer(s) in the implementation of programs for fire prevention including, but not limited to, fire safety seminars and fire prevention education at local public and private schools and other groups. Supervises content and method of publication for such programs.
- As chief forest warden, works closely with the Massachusetts Department of Environmental Management, State Division of Forestry and Parks, and local Department of Public Works to implement state and local requirements for maintaining the state and town-owned woodlands and forests in a safe, clean and available condition for

Town of Nantucket Job Description: Fire Chief

public access and use. Determines, as conditions warrant, when these areas present an unsafe condition requiring a restriction of public access.

- Supervises state-mandated fire and medical incident reports. Oversees processing and filing system for all permits issued by the department; supervises filing of special applications such as State Ambulance Service license and Federal Communications Commission radio station license. Responsible for implementation of Right-to-Know directives, in conjunction with the Emergency Management Coordinator.
- Attends conferences and continuing education workshops, as needed or requested, to keep abreast of current trends in the field; represents the town in a variety of local, county, state and other meetings.
- Serves as a member of various town-related committees, as directed.
- Develops and oversees all administrative functions of the Fire Department, including but not limited to budget preparation and management; payment of invoices; maintenance of records; preparation of annual report; ensuring compilation, completion and maintenance of necessary records, reports and documentation; develops plans, procedures and programs in response to new laws and regulations and directives from Town Administration.
- Participates in senior management meetings and strategy sessions such as Cabinet meetings and Executive Sessions, when appropriate and permitted, to be kept informed of important issues that must be communicated to the public and/or Town departments.
- Performs other related duties as may be assigned or required.

RECOMMENDED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE: Associate's or Bachelor's degree in fire science or fire administration; minimum of fifteen (15) years of professional experience in an organized fire department with at least five (5) years of experience in a command capacity. Successful completion of two or four year accredited fire science technology schooling or any equivalent combination of education and experience desired.

SPECIAL REQUIREMENTS: The employee must have a valid Driver's License. Current Commonwealth of Massachusetts EMT certification desired.

KNOWLEDGE, ABILITIES AND SKILLS:

Knowledge: Must possess thorough knowledge of the policies and rules and regulations of fire service administration and of fire prevention laws and regulations; thorough knowledge of current literature, research and developments in the fields of firefighting, fire prevention and emergency medical services; extensive working knowledge of building construction and classifications of structures as related to the science of fire technology; thorough knowledge of the principals, practices and techniques of modern firefighting and ability to apply this knowledge to varied fire control, prevention and administrative problems, conditions and issues. Extensive knowledge of the operation, capabilities and maintenance of the various types of apparatus and equipment used in modern firefighting and working knowledge of the principals of public administration with reference to departmental programming, personnel and budget administration. Working knowledge of rules and regulations pertaining to the Nantucket Fire Department and local, state and federal rules, regulations and laws pertaining to fire-related subjects, including but not limited to fuel storage, fire suppression, fire safety/prevention/protection, and arson. Must have knowledge of town government and the Fire Department's role therein. Thorough knowledge of the island(s) of Nantucket and its/their inherent fire risks useful. Working knowledge of collective bargaining negotiations.

Ability: Must have ability to work and communicate pleasantly and effectively with the public and other town departments under a variety of working conditions. Must have ability to explain and accurately interpret state and local laws, codes and regulations relating to fire science and fire prevention to others.

Skills: Strong written and verbal communication skills necessary. Good public speaking ability necessary. General office equipment (computer, tablet, telephone, copier/printer/fax/scanner), motor vehicle. Must have skill in the operation of all fire equipment and tools. Must have ability to make decisions with split-second timing and accuracy during emergency situations.

Town of Nantucket Job Description: Fire Chief

PHYSICAL REQUIREMENTS:

PHYSICAL DEMANDS and MOTOR SKILLS: The position involves physically risky functions under emergency conditions. Nature of the work may involve exposure to conditions that could cause injury, illness or loss of life, and exposure to materials includes, but is not limited to, fire, chemical spills, oil, fuel, hazardous materials, disease and dangerous weather conditions. Functions may include, but are not limited to, connecting, pulling and operating hose lines; operating a pump; positioning and climbing ladders; emergency rescue and lifesaving; ventilating smoke-filled areas; using and maintaining tools and equipment; and physical training and fire station activities. Mental and physical fitness are required for completing the tasks involved in the position. Performance of work can also involve standing and walking for long periods of time. Physical agility is required to access all areas at the scene of a fire. Emergencies require pushing, climbing, stooping, kneeling, crawling, and reaching with hands and arms. The Fire Chief may be required to lift/carry equipment or persons weighing more than 100 pounds. Wears protective equipment weighing over 50 pounds. Ability to perform strenuous physical efforts during emergency or training activities for prolonged periods of time under conditions of extreme heights, intense heat, cold or smoke.


VISUAL DEMANDS: Specific vision abilities required for this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Appointment to the position is contingent upon passing a pre-employment physical examination.

ACKNOWLEDGEMENT:

I have read and understand the essential job functions and the physical and mental abilities required for this job. My questions have been addressed, and by signing this document I acknowledge receipt of a copy of this job description.

Signature of Employee: 
Printed Name of Employee: MICHAEL CRANSON
Date: 8/12/22