

BOARD OF SELECTMEN

BRANFORD, CONNECTICUT

Item #11

JAMES B. COSGROVE  
First Selectman

ANGELA M. HIGGINS  
RAYMOND E. DUNBAR, JR.



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Date: January 27, 2023  
To: Joseph Mooney  
Board of Finance  
From: James Cosgrove  
First Selectman  
Re: Fire Chief / Emergency Management Director  
Employment Agreement

RECEIVED  
2023 JAN 30 A 9:11  
Kris Cosgrove  
First Selectman

Chairman Mooney,

I respectfully request the Board of Finance review and act upon the proposed employment agreement between the Town of Branford and Thomas Mahoney, Fire Chief/Emergency Management Director. The term of the agreement is from March 1, 2023 and will end on June 30, 2026. I have attached a copy of the proposed agreement. For the Board's convenience, the changes from the previous agreement are limited to the following:

- Title change from Fire Chief/Deputy Fire Marshall to Fire Chief/ Emergency Management Director.
- Base FY '23 salary adjusted from \$122,652.14 to \$134,452.14. However, the annual stipends; longevity (\$1,000), Fire Marshall (\$2,400), & Paramedic (\$5,000) are removed moving forward. Therefore, the total compensation increase is just below 2.6%.
- Ability to use up to 3 Sick Days as Personal Days.

Chief Tom Mahoney has performed his duties in an exemplary fashion. Tom's leadership, knowledge, and professionalism is an asset to the Branford Fire Department, the Town and the community at large. I believe that this a fair and reasonable agreement.

Thank you for your consideration.

Sincerely,

Jamie Cosgrove

Cc: Robert Massey, Chairman, Board of Fire Commissioners  
Margaret Lubberda, Director of Human Resources  
Thomas Mahoney, Fire Chief

2023 JAN 30 A 9:12

*John E. Apple*  
TOWN OF BRANFORD CLERK

**EMPLOYMENT AGREEMENT OF THOMAS MAHONEY  
AS  
FIRE CHIEF/ EMERGENCY MANAGEMENT DIRECTOR  
TOWN OF BRANFORD, CONNECTICUT**

This Employment Agreement (this "Agreement") is made by and between the Town of Branford (the "Town"), acting herein through its Board of Fire Commissioners (the "Commission"), and Thomas Mahoney ("Fire Chief/Emergency Management Director" or "Fire Chief/EMD" or "Mr. Mahoney").

WHEREAS, the Town desires to employ Mr. Mahoney as its Fire Chief/Emergency Management Director to serve in such capacity in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual promises contained in this Agreement, it is agreed:

**ARTICLE 1. TERM OF AGREEMENT**

The term of employment under this Agreement shall commence on March 1, 2023 and end on June 30, 2026, unless extended in writing by the parties hereto or terminated sooner in accordance with the termination provisions of this Agreement.

**ARTICLE 2. TERMINATION OF EMPLOYMENT**

A) The Town and the Fire Chief/Emergency Management Director may terminate, amend or extend this Agreement, in writing at any time by mutual agreement.

B) The Fire Chief/Emergency Management Director may terminate this Agreement by resignation or retirement, giving as much notice as possible, but in no case less than thirty (30) calendar days.

C) The Fire Chief/Emergency Management Director may be dismissed for just cause in accordance with Connecticut General Statutes §7-302. "Just Cause" shall include, but not be limited to: (1) inefficiency or incompetence in performing in the capacity of Fire Chief/ EMD (2) engaging in an act of moral turpitude; (3) willful misconduct, malfeasance or negligent conduct in the performance of his duties as the Fire Chief/EMD ; (4) engaging in conduct that reflects unfavorably upon the Town and which affects Mr. Mahoney's ability to function as the Fire Chief/EMD; (5) failing to comply with the residency requirement set forth in Article 3 - Residence; and (6) Mr. Mahoney being incapable of fully performing his duties as the Fire Chief/ for a period in excess of twelve (12) workweeks out of any 365-day period.

D) If the Town terminates the employment of the Fire Chief/Emergency Management Director in his capacity of Fire Chief/Emergency Management Director in accordance with Section (C), this Agreement will immediately become null and void.

### **ARTICLE 3. RESIDENCE**

The Fire Chief shall reside within a fifteen (15) mile radius of the geographic borders of the Town. This Agreement shall be terminated if the Fire Chief/ Emergency Management Director at any time during the term of this Agreement, fails to comply with this provision.

### **ARTICLE 4. DUTIES & RESPONSIBILITIES**

The Fire Chief/Emergency Management Director shall be first in command of the fire department reporting directly to the Commission and the First Selectman and his responsibilities shall be, as set forth in the description of Fire Chief/Emergency Management Director will perform legally permissible and proper duties and functions, as the Commission may assign.

### **ARTICLE 5. COMPENSATION AND ANNUAL REVIEW**

Mr. Mahoney's current annual fiscal year Base Salary is \$122,652.14 and will increase effective March 1, 2023 to \$134,452.14 (This increase includes all longevity, paramedic and deputy fire marshal stipends. While Mr. Mahoney continues the Emergency Management Director responsibilities, he will continue to receive a stipend of \$1000.00 per month). There shall be an annual performance review of the Fire Chief/EMD by the First Selectman and by the Commission to measure the Fire Chief/ EMD's attainment of his goals and objectives. The Commission may, in its discretion, recommend to the First Selectman that the Fire Chief/EMD increase the annual salary rate in subsequent fiscal years in consideration for the due and full performance hereunder.

The Fire Chief/EMD understands and agrees that the Base Salary set forth above, and for each subsequent fiscal year, including any other payments made by the Town to the Fire Chief/EMD is contingent upon annual approval of both the First Selectman, Board of Finance and the Representative Town Meeting ("RTM").

### **ARTICLE 6. DEDUCTIONS**

The Fire Chief/ EMD shall authorize applicable deductions from his salary.

### **ARTICLE 7. FRINGE BENEFITS**

#### **1. HEALTH INSURANCE**

The Fire Chief/EMD shall be entitled to participate in such medical, dental and hospitalization plans that are offered to other Town of Branford non-unionized Town employees.

When Mr. Mahoney has reached the earlier of age fifty-five (55) with at least ten (10) years of continuous service or fifteen (15) years of aggregate service, or twenty-five (25) years of aggregate service with no age requirement, he and his spouse shall be provided with the medical insurance coverage in effect at the time of retirement provided to non-unionized Town employees. However, said coverage, which will, changed during retirement in accordance with changes made to the medical, dental and hospitalization plans coverage offered to non-unionized Town employees. The cost of the insurance benefits shall be paid 100% by the Town for Mr. Mahoney and 50% by the Town for Mr. Mahoney's spouse. The obligation of the Town to provide or pay for the cost of the benefits set forth herein continues only during the life of Mr. Mahoney until Mr. Mahoney is eligible for Medicare; when eligible

for Medicare, the Town will provide and pay for a supplement to Medicare for Mr. Mahoney during the remainder of his life. Mr. Mahoney and his spouse must at all times remain eligible for these benefits under the regulations of the insurance carrier.

If Mr. Mahoney or his spouse is offered comparable insurance coverage to the insurance coverage being offered and provided by the Town, Mr. Mahoney and his spouse shall not receive the insurance offered and provided by the Town. The Town's insurance broker will determine if the insurance coverage is comparable to the insurance coverage being offered and provided by the Town. If there is a premium share required by the comparable insurance plan, the Town shall reimburse Mr. Mahoney for said cost. If, however, Mr. Mahoney or his spouse thereafter become ineligible for the insurance, Mr. Mahoney and his spouse shall receive the insurance benefits offered by the Town, as set forth in this section.

In the event Mr. Mahoney dies in the line of duty, and his surviving spouse The Town shall pay 50% of the cost of these benefits unless and until his spouse (i) remarries, (ii) has comparable insurance benefits available to her through her employer, as determined by the Town's insurance broker, or (iii) is otherwise ineligible for these benefits under the regulations of the insurance carrier.

If Mr. Mahoney retires from the Branford Fire Department due to a permanent and total disability arising from the performance of his duties as the Fire Chief and he is physically incapable of gainful employment, he and his spouse shall be provided with the medical coverage and premium share offered to non-unionized Town employees. The Commission and/or the First Selectman shall cause Mr. Mahoney to be examined by two reputable medical physicians; one to be selected by Mr. Mahoney and one to be selected by the Commission and/or the First Selectman. If the two medical physicians disagree as to whether Mr. Mahoney is permanently and totally disabled, as set forth above, and physically incapable of gainful employment, the two medical physicians shall agree upon a third reputable medical physician. If two of the medical physicians certify, in writing, that Mr. Mahoney's permanent and total disability, as set forth above, renders him physically incapable of gainful employment, he and his spouse will be provided with the medical insurance coverage and premium share offered to non-unionized employees until Mr. Mahoney is eligible for Medicare. When eligible for Medicare, the Town will provide and pay for a supplement to Medicare for Mr. Mahoney during his remaining life.

## **2. LIFE INSURANCE /SHORT TERM DISABILITY/LONG TERM DISABILITY.**

The Town shall provide and pay for term life insurance in the amount of \$75,000, short term disability as provided to non-union employees and Long Term Disability as deemed appropriate by the Town. The Fire Chief/EMD will receive the same benefits for the Short Term and Long Term Disability as provided to other Directors paid for by the Town of Branford as per the policies in force.

## **3. UNIFORM ALLOWANCE**

The Fire Chief/EMD shall be responsible for maintenance, repair and replacement of his uniform. The Town shall provide Mr. Mahoney with a uniform allowance each fiscal year in the amount of \$800. Payment will be made in the month of July

#### **4. EDUCATIONAL TUITION & INCENTIVE**

The Town shall make available to the Fire Chief/ an annual education incentive in an amount up to \$1,500 each fiscal year for courses which are related to fire science or fire service administration or management development and that are pre-approved by and in the sole discretion of the Commission.

#### **5. VACATION**

The Fire Chief/ shall receive twenty-five (25) vacation days per fiscal year. The Fire Chief/must gain prior approval from the First Selectman or his/ her designee before taking vacation days. The First Selectman, or his/her designee, may not unreasonably withhold approval of said time. In the event the Fire Chief/ does not use all of his allotted vacation in a fiscal year, he may request approval from the Commission to carry over up to ten (10) vacation days into the next fiscal year; however, the amount of vacation days carried over may never exceed ten (10) vacation days more than the allotted vacation in a fiscal year. Approval of a request to carry over vacation shall be in the sole discretion of the First Selectman must provide notice of an approval to allow a carry over of vacation to the Director of Human Resources or his/her designee. The Fire Chief will use the time and attendance system appointed for us by the Director of Human Resources or his/her designee.

#### **6. HOLIDAYS**

The Fire Chief/ shall receive thirteen (13) paid holidays per year in accordance with Town policy.

#### **7. SICK LEAVE**

From the time of appointment, Mr. Mahoney shall receive one (1) sick day per month, not to exceed a maximum accumulation of seventy (70) sick days; however, these accumulated days will not be paid out. The Fire Chief/EMD may elect to use annual three sick days as personal days.

#### **8. RETIREMENT**

The Fire Chief will continue to be enrolled in MERS Plan B subject to its terms, as may be changed from time to time.

#### **9. VEHICLE**

The Town shall provide an unmarked motor vehicle for the Fire Chief/ exclusive use during his employment with the Town. The Town shall be responsible for purchasing, insuring, equipping with fire equipment, maintaining and repairing the Fire Chief/vehicle. The Fire Chief/ shall not permit his spouse, dependent, nor any unauthorized person to drive or use said automobile nor shall the Fire Chief/ use the vehicle for transport to vacation locales. Out of state use of the vehicle may be allowed with prior approval from the Commission. The Town shall not be liable for the loss or damage of any personal property transported in the vehicle. The Fire Chief/ shall be responsible for maintaining any required records of use of the vehicle and will be required to pay taxes as a result of his personal use of the vehicle in accordance with applicable federal and/or state tax laws.

## **10. PERSONAL LEAVE**

The Fire Chief/EMD shall be entitled to two personal leave days in each fiscal year to be used at his discretion. Prior to taking a personal day, the Fire Chief/ must notify the Chairman of the Commission and the First Selectman or his/her designee. Personal days may not be carried over into the next fiscal year. The Director of Human Resources or his/her designee must receive documentation of all personal days taken and the Fire Chief must use the time and attendance system required by the Town.

## **11. FUNERAL LEAVE**

The Fire Chief/ shall be granted up to four (4) days of funeral leave in the event of the death of a member of his immediate family (mother, father, sibling, spouse, son or daughter). Funeral leave of up to two (2) days shall be granted in the event of the death of an in-law (mother-in-law, father-in-law, brother-in-law or sister-in-law). One (1) day of funeral leave shall be granted in the event of the death of any other relative if the funeral takes place on a workday. This leave may be extended at the discretion of the Commission.

## **ARTICLE 8. . PROFESSIONAL AND BUSINESS EXPENSES**

The Town shall reimburse the Fire Chief/ for pre-approved business expenses and training or professional development costs by the Commission and the First Selectman; approval of expenses and training and professional development costs are subject to the Town's budgetary constraints and the discretion of the Commission and the First Selectman.

## **ARTICLE 9. DEATH**

In the event of the death of the Fire Chief/ during the term of this Agreement, the Fire Chief's beneficiary, or his estate, shall within sixty (60) calendar days of death, be paid all monies owed as set forth herein.

## **ARTICLE 10. SEVERABILITY**

In the event that any provision of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, it is agreed such invalidity or unenforceability shall not effect any other revision of the Agreement and the remaining provisions hereof shall remain in full force and effect.

## **ARTICLE 11. AMENDMENT**

This Agreement may be amended only by an agreement in writing signed by the parties hereto.

**ARTICLE 12. ENTIRE AGREEMENT**

This Agreement shall be governed by and controlled in accordance with the laws of the State of Connecticut.

**ARTICLE 13. GOVERNING LAW**

This Agreement contains the entire Agreement of the parties with respect to the Fire Chief employment by the Town and supersedes any prior agreements between the parties.

In witness whereof, the parties hereby execute this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
James Cosgrove  
First Selectman  
Town of Branford

\_\_\_\_\_  
Robert Massey, Jr.  
Chairman  
Board of Fire Commissioners

\_\_\_\_\_  
Thomas Mahoney  
Fire Chief/Deputy Fire Marshal  
Branford Fire Department

\_\_\_\_\_  
Margaret Luberda  
Director of Human Resources  
Town of Branford