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GLOUCESTER CITY COUNCIL
9 Dale Avenue, Gloucester, MA 01930
Office (978) 281-9720 Fax (978) 282-3051

CITY COUNCIL STANDING COMMITTEE
Special Joint
Ordinances & Administration
and
Budget & Finance
Monday, June 25, 2012 – 5:15 p.m.
Kyrouz Auditorium – City Hall
AGENDA

1. Appointment of New Fire Chief pursuant to Gloucester Code of Ordinances Chapter 8 Fire; Article II. Fire Department, Sec. 8-16(a) and City Charter Sections 3-3 and 2-10

COMMITTEES:

O&A

Councilor Sefatia Theken, Chair
Councilor Robert Whynott, Vice Chair
Councilor Steve LeBlanc, Jr.

B&F

Councilor Paul McGeary, Chair
Councilor Joseph Ciolino, Vice Chair
Councilor Melissa Cox

Committee members – Please bring relevant documentation

Back-up and Supporting Documentation all on file at the City Clerk's Office, City Hall

CC: Mayor Carolyn Kirk
Jim Duggan
Linda T. Lowe
Suzanne Egan
Acting Fire Chief Robert DiPoli

The listing of matters is those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

City Hall
Nine Dale Ave
Gloucester, MA 01930



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ckirk@gloucester-ma.gov

CITY OF GLOUCESTER
OFFICE OF THE MAYOR

MEMORANDUM

TO: Gloucester City Council
FR: Mayor Carolyn A. Kirk
RE: Appointment Request – Eric Smith
DT: June 4, 2012

A handwritten signature in black ink, appearing to read "Carolyn A. Kirk", is written over the "FR:" line of the memorandum.

cc: Fire Chief Selection Committee

Councillors,

I am pleased to submit the appointment of Eric Smith, currently a Deputy Chief with the Westland, Michigan Fire Department, as Chief of the Gloucester Fire Department. Deputy Chief Smith has been selected after a comprehensive search for a new fire chief to lead the department.

As you know, when the Gloucester City Council voted to remove the Fire Chief's position from civil service, and this action was confirmed by a vote of the state legislature and signed by the Governor, a vast talent pool was opened up for consideration.

Please join me in thanking the Search Committee for their diligence in staying focused on the search and bringing the best candidates forward. Each finalist brought different strengths, and Eric Smith's continual professional development and experience in Westland were the determining factors in the final selection decision along with his rank as #1 in the comprehensive and objective assessment center.

Deputy Chief Smith is a leader in a department that covers just over 20 square miles, has triple the population, double the emergency calls, fewer employees and a similar overtime budget to the Gloucester Fire Dept while ensuring that the community's four fire stations are open at all times.

We will learn from Deputy Chief Smith's professionalism and distinguished record of service in the fire/EMS service, and I look forward to the city and the Fire Department warmly welcoming him and his family to Gloucester.

Enclosed for your review is Deputy Chief Smith's resume and the negotiated employment contract.

Eric L. Smith

1477 Manton Blvd ♦ Canton, MI 48187 ♦ (734) 765-8535 ♦ esmithwfd@comcast.net

Education

Eastern Michigan University, Ypsilanti, MI

Master of Science in Technology Studies and Emergency Management (1 course left)

Eastern Michigan University, Ypsilanti, MI

♦ School of Fire Staff and Command, October, 2010 (Class President)

Concordia University, Ann Arbor, MI

Bachelors of Arts in Public Safety, December 2009 (Summa Cum Laude)

Schoolcraft College, Livonia, MI

Associates of Science in Fire Technology, May 2005

Certifications: Firefighter I & II, Drivers Training, Rescue from Heights; Firefighter Safety & Survival, Fire Pump Operator I & II, Fire Officer I, II, III, Fire Staff and Command, Hazmat Specialist, Paramedic-Instructor/Coordinator, Advanced Hazmat Life Support, American Heart Association Provider in PALS and AHA Instructor/Provider in BLS and ACLS, PHTLS Provider/Instructor, CEVO II Instructor, Chauffeurs and Motorcycle endorsement State of Michigan

Professional Experience

City of Westland Fire Department ♦ Westland, MI

Deputy Chief ♦ 10/2011 to present

Second in command of the fire department since October 2011, reporting directly to the Fire Chief. My responsibilities are the comprehensive management of 70 employees, 4 fire stations, administrative office, training facility, and a fleet of 30 vehicles. The Westland Fire Department provides fire prevention and education, fire protection, code enforcement, and Paramedic level transporting EMS services. We are the third busiest Fire Department in Wayne County MI including the City of Detroit with over 9,700 calls in 2011. The population of Westland is over 85,000 residents and in order to serve the needs of the community this position requires outstanding leadership, management, planning, budgeting, and administrative skills.

- ♦ Direct reports are Fire Marshal Division, Training/EMS Division, Fire Fighting Division (3 Shift Commanders)
- ♦ Develop and manage \$12.3M department budget
- ♦ Provide leadership for division heads, shift commanders and employees
- ♦ Establish policies, procedures, and ordinance revisions to improve both fire and life safety for the community
- ♦ Consistently market the fire department to the community through comprehensive programs
 - Citizens Fire Academy • EMS Education Clinical and Externship Programs • High School Internships • City e-Newsletter • Fire Safe Neighborhoods • Various Community Outreach Programs
- ♦ Regional consolidation efforts of Fire, EMS and Dispatch services

Accomplishments:

- ♦ Facilitated a \$1,000,000 federal grant for communications interoperability (2011)
- ♦ Facilitated a \$1,851,770 federal SAFER grant for staffing restoration (2010)
- ♦ Facilitated a \$145,600 Equipment/Wellness Fitness grant for communications/WFI program (2010)
- ♦ Implemented the first paperless ePCR reporting program for rescues (2010)
- ♦ Awarded Fire Officer of the Year (2010)
- ♦ Chief's Award (2009)
- ♦ Awarded Firefighter of the Year (2001, 1994)

Ranks Held:

Deputy Chief ♦ 2011 to Present / Battalion Chief ♦ 2010 to 2011 / Captain ♦ 2005 to 2010 / Sergeant ♦ 1997 to 2005 / Firefighter ♦ 1991 to 1997

Additional Experience

Michigan Academy of Emergency Services ♦ New Boston, MI

Assistant Director/Course Coordinator ♦ 06-2004 to Present

♦ I maintain the schools proprietary license, education program sponsor approvals, and all program applications. I also work directly with our advisory board to continuously improve our program for all stakeholders. In addition I handle discipline that extends beyond the instructors and the classroom.

Baker College ♦ Westland, MI

Training Instructor ♦ 02-1998 to 06-2004

♦ I was a part time Paramedic Instructor teaching all levels of EMS education. I assisted with improving the use of technology in the classroom.

St. Mary Hospital ♦ Livonia, MI

E.R. Tech-Emergency Department ♦ 12-1995 to 05-1997

♦ I was a part time ER tech providing direct patient care at the Paramedic level in the emergency room assisting the nursing staff.

Metro Ambulance Service ♦ Lincoln Park, MI

EMT-Specialist ♦ 08-1990 to 06-1992

♦ I worked as an EMT Specialist on the dedicated ALS unit covering the City of Lincoln Park.

United States Air Force ♦ San Antonio, TX

Sergeant ♦ 05-1986 to 01-1990

♦ I worked as an Aircraft Armament Systems Specialist and was assigned to the position of Quality Assurance Inspector. During my enlistment, I was promoted to the rank of Sergeant early by successfully competing in an early promotional program.

Professional Associations/Charitable Organizations

International Association of Fire Chiefs

National Fire Protection Association

American Heart Association Instructor

American Red Cross

Michigan Association of Fire Chiefs

Southeast Michigan Association of Fire Chiefs

Western Wayne County Fire Department Mutual Aid Association

Westland Goodfellows member

Westland Firefighters Public Awareness Committee

♦ Involved in fundraising and community education for children/displaced residents due to fire.

Plymouth-Canton Hockey Association Team Treasurer

CYO Soccer Coach

Garden City Youth Soccer Coach

City of Gloucester Fire Chief Contract

AGREEMENT made this 30th day of June by and between the City of Gloucester, through its Mayor as appointing authority, and Eric L. Smith, of 1477 Manton Blvd., Canton, Michigan (hereinafter Chief).

WHEREAS, the City is desirous of securing the services of the Chief in the administration of the Gloucester Fire Department; and

WHEREAS, the Chief is willing to perform the duties of the position of Chief according to the job description and the terms and conditions of this contract; and shall furnish the Mayor with evidence of professional training accomplishments and maintain such qualifications as may be required by the Commonwealth of Massachusetts and/or the Mayor to hold the position of Chief.

Now, therefore, the City and the Chief hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which the Chief shall be entitled pursuant to Massachusetts General Law Chapter 41, Section 108O, and subject to confirmation by the City Council.

1. DUTIES

- A. The administrative control of the Fire Department for the City shall be the responsibility of the Chief pursuant to Massachusetts General Law Chapter 48. The Chief works under the direction of the Mayor.
- B. The Chief's duties shall include and be carried out in consultation with and at the direction of the Mayor, but not be limited to the following:
 - a. Supervise the daily operation of the Fire Department.
 - b. Supervise all departmental personnel, sworn or civilian.
 - c. Supervise all special, auxiliary and/or reserve officers the Department may from time to time retain.
 - d. Prepare and submit the Fire Department budget.
 - e. Manage the department within the established budget.
 - f. Responsible for all departmental expenses, as well as the receipt of funds and property in the custody of the Department.

- g. Submit reports to the City either orally or in writing when requested or required in order to ensure the proper communication between the administration and the City Council and the Fire Department.
- h. Supervise and control all equipment and motor vehicles belonging to or used by the Fire Department.
- i. Supervise and control all training programs for departmental personnel and assign personnel to such programs.
- j. Issue orders, rules and regulations, policies and procedures and assign shifts and duties of all department personnel.
- k. Be available for hearings before any board or commission of the City at which the Fire Department is required to appear and before the City Council when necessary.
- l. Be responsible for communications with the public, including the media, on matters related to fires, fire operations and departmental policy.
- m. The Chief shall at all times represent the City in a professional and ethical manner and shall perform additional duties as the Mayor shall reasonably direct and shall inform the Mayor of all policies and plans of the department.
- n. The Mayor shall inform and advise the Chief of any complaints or suggestions brought to her attention.
- o. Discipline employees as allowed by contract, policy or law, make recommendations to the Mayor on discipline and hiring and firing of personnel.
- p. And any such duties as the Mayor shall from time to time legally assign the Chief.

2. HOURS OF WORK

The Chief agrees to devote that amount of time and energy which is reasonably necessary for the Chief to faithfully perform the duties of the Chief under this contract.

3. INSURANCE

- A. Professional Liability- The City agrees to furnish at its expense, professional liability insurance for the Chief with liability limits of One Million Dollars (\$1,000,000.00).



B. Health and Life Insurance - Chief is eligible for all health and life insurance benefits for which other non-bargaining unit, general governmental employees are eligible, however, the Chief has agreed to forgo the use of the available insurance in consideration of the placement of the position at step 8 of the compensation scale.

C. Injured on Duty- As a sworn fire officer, the Chief shall be entitled to injured on duty benefits as provided in Massachusetts General Law chapter 41, section 111F.

4. RELOCATION EXPENSES

The City agrees to reimburse the Chief for relocation expenses incurred as a result of the Chief relocating from Michigan to Gloucester up to Ten Thousand Dollars (\$10,000.00).

5. AUTOMOBILE

The City shall provide a fire vehicle for use by the Chief. The vehicle shall be maintained through the City's vehicle maintenance program. In acknowledgement that the Chief is on call at all times in the event of an emergency, the vehicle may be used by the Chief at all times, including vacation, except for periods during which the Chief would not be reasonably expected to respond to an incident or event.

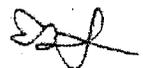
6. DISCIPLINE OR DISCHARGE

A. The Mayor may suspend and/or discharge the Chief under the terms and conditions of this agreement and in accordance with Massachusetts General Laws. Any dismissal shall terminate this agreement. In case of dismissal, the Mayor shall give the Chief thirty calendar days notice.

B. In the event the Chief desires to terminate this agreement before the end of the term of the agreement has expired, the Chief may do so by giving the Mayor ninety (90) days notice.

7. COMPENSATION

The City agrees as follows:



- A. To pay the Chief an annual salary of One Hundred Thirteen Thousand Five Hundred and Forty-Eight Dollars and Five Cents (\$113,548.05) payable bi-weekly in accordance with the classification of the Fire Chief position as an M-12 classification and placing the Chief in a step 8 position on the City of Gloucester compensation scale.
- B. The Fire Chief's salary may be adjusted annually in accordance with the parameters specified for any merit pay increase or cost of living increase applicable for other City Managers/Department Heads.

8. BENEFITS

- A. The City agrees that the Chief shall receive any and all benefits generally available to full-time, non-union employees under the same terms and conditions unless specifically modified under the terms of this Agreement.
 - a. Sick Leave accrues bi-weekly at the rate of 4.84 hours.
 - b. Vacation accrues monthly at the rate of 1.67 days per month.
 - c. Personal Days - three days of sick time accrued may be used as personal days each calendar year.
 - d. Longevity payments shall be consistent with those described in the Gloucester Managers Association (GMAA) contract.
 - e. Funeral Leave shall be consistent with those described in the GMAA contract
- B. Consistent with current practice for Fire Chief, the following benefits applicable to the Gloucester Firefighters Association shall be provided in accordance with the same terms:
 - a. Holiday Pay shall be consistent with the Gloucester Firefighters Association (GFAA) Holiday Pay benefits.
 - b. Clothing and Uniform Cleaning Allowance shall be consistent with the Gloucester Firefighters Association (GFAA).
 - c. EMT Stipend shall be consistent with the Gloucester Firefighters Association (GFAA).
- C. Additional Fringe Benefits
 - a. Understanding that it is necessary for the Chief to be available for telephone access at all times and that the Chief currently is under a



contract for cell phone use, the City shall pay the Chief a monthly stipend of One Hundred and Twenty-Five Dollars (\$125.00) for his cell phone bill.

- b. The City shall provide the Chief with an initial uniform stipend for one dress uniform, a regular uniform and one winter coat.
- c. The City shall issue a lap top to the Chief for his professional use.

9. PROFESSIONAL DEVELOPMENT

Subject to available funding, with prior approval, and at the discretion of the Mayor, the Chief may attend conferences, continuing education courses, and training and other professional development courses with expenses to be paid by the City.

10. LENGTH OF CONTRACT

- A. The term of this employment agreement shall be three (3) years, commencing on July 1, 2012 through June 30, 2015, however, this contract may be extended as provided by its terms.
- B. In the event that the Mayor wishes to extend or renew the agreement for an additional term, the Mayor shall on or before June 30, 2014, notify the Fire Chief, in writing, as to whether or not she wishes to commence negotiations for a successor agreement. Failure of the Mayor to give such notice shall be considered the same as notice by the Mayor that she does not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as herein before provided, on June 30, 2015, and as of such date the Fire Chief's employment shall terminate.
- C. In the event both the Fire Chief and the Mayor give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by April 30, 2015.
- D. Notwithstanding anything contained herein to the contrary, this three year agreement will automatically terminate on June 30, 2015 and the Fire Chief's employment shall terminate at such time unless otherwise agreed upon in writing by the parties herein.

- E. If the decision is to renew, then either the Chief or the Mayor may request that the provisions be renegotiated. It is expressly understood and agreed by the parties that a decision not to renew is not to be construed as a dismissal.
- F. If the Chief desires to terminate this agreement before the end of the term of service shall have expired, the Chief may do so by giving the Mayor ninety days notice of such intention.

11. TERMINATION

- A. This employment agreement may be terminated by written notice from the City before the expiration of the three year term as follows:
 - a. Incapacity (inability to perform duties due to physical or mental impairment) of the Fire Chief to perform his duties for a continuous period of over ninety(90) calendar days; or as determined by medical documentation pursuant to the provisions of Sec. 5-4, Appendix C in the Gloucester Code of Ordinances; or
 - b. Material breach by the Fire Chief of any provisions of this employment agreement; or
 - c. For just cause as determined by the Mayor.
- B. The Fire Chief may terminate this employment agreement by giving ninety days prior written notice to the Mayor, and upon such termination all rights and obligations under this employment agreement shall cease, including any rights to the severance pay as set forth in section 3 of this agreement.
- C. The City may terminate this employment agreement by giving one (1) month prior written notice to the Fire Chief, however, if the Fire Chief is terminated for any reason other than for material breach of this agreement, just cause or incapacity, prior to June 30, 2015, then the City shall pay the Fire Chief severance pay in an amount equal to the lesser of either; the amount equivalent to one year annual base salary or the amount that he would have received for the remainder of the agreement. The City shall pay the severance benefit to Chief in a lump sum within thirty days of the effective date of termination.



12. DISPUTES ARISING OUT OF THIS AGREEMENT

For any dispute arising out of this agreement, regarding termination for just cause or material breach of the terms of employment, the parties agree to submit the dispute to mediation. The parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator either Party may request the American Arbitration Association (the "AAA") to appoint a mediator. In the event that the dispute is not resolved through mediation, the parties agree to submit the dispute to final binding arbitration.

13. MODIFICATION

No changes or modification of this contract shall be valid unless it shall be made in writing and signed by both parties.

14. ENTIRE AGREEMENT/AMENDMENT

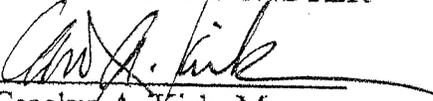
This instrument contains the entire agreement between the parties hereto With respect to the subject matter hereof and may be changed or modified only by written instruments duly executed by both parties.

15. MASSACHUSETTS LAW

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. A determination by a court of competent jurisdiction that any portion of this agreement is invalid shall not thereby render any other part thereof invalid.

In witness whereof, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

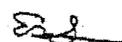
CITY OF GLOUCESTER


Carolyn A. Kirk, Mayor

FIRE CHIEF


Eric L. Smith

DATE: 5-30-12





Gloucester City Council
CERTIFICATE OF VOTE
Certificate Number: 2011-009

The Gloucester City Council, at a meeting held on **Tuesday, January 11, 2011** at 7:00 p.m. in the Kyrouz Auditorium, City Hall, voted to approve the following actions:

IN CITY COUNCIL:

MOTION: On motion by Councilor Mulcahey, seconded by Councilor Tobey, the City Council voted BY ROLL CALL 7 in favor, 1 (Theken) opposed to Amend the Gloucester Code of Ordinances, "Article II. Fire Department, Chapter 8 Fire Department, Article II Fire Department" as follows:

Chapter 8 FIRE

ARTICLE II. FIRE DEPARTMENT

Amend Article II Fire Department as follows:

Delete sections:

8-16 Composition
8-17 Appointments

Add new Section 8-16 a-b as follows:

8-16 Fire Chief

- a) The Mayor shall appoint the Fire Chief who shall hold the office for a term of three years. The appointment of the Fire Chief shall be subject to confirmation by the City Council as provided in section 2-10 of the charter. The Fire Chief is exempt from the provisions of chapter 31 of the General Laws.
- b) Within thirty days of the position of the Fire Chief being declared vacant, the Mayor shall appoint a temporary Fire Chief who shall serve until a permanent chief is selected in accordance with the provisions hereof.

Add new: Section 8-17 Selection of Fire Chief; qualifications.

The Fire Chief shall be selected by the Mayor and shall have the following minimum qualifications:

- (a) The Fire Chief shall be a fire safety professional with a minimum of 15 years experience in federal, state, county, municipal or military firefighting, no less than five of which shall be in a progressively responsible fire safety management and emergency medical services position;
- (b) The Fire Chief shall have an Associates Degree in Fire Sciences or related field and hold a minimum rank of Deputy Chief or higher for a minimum of three years in a fire fighting environment;

(c) Preference shall be given to candidates who have experience with the following:

- i) certification from the National Fire Academy Executive Officer Program;
- ii) financial management, innovations in fire operations, and information technology as it pertains to fire safety;
- iii) labor relations, community relations, mediation and facilitation skills; and including staff development and training.

(d) Preference may also be given to candidates who have experience with the following:

- i) in a multi-lingual and multi-cultural urban fire safety environment from municipalities with a population of 30,000 or more residents, possess managerial experience in a similar structure as the Gloucester Fire Department,
- ii) bilingual, with the second language reflecting the linguistic diversity of the citizens of Gloucester.

[Subsections 8-18 (b) and (c) shall remain in effect and be renumbered as 8-21 (b) and (c).]

Delete section 8-18(a) and add new 8-18 (a) – (e):

8-18 Selection of Fire Chief; Manner of Appointment.

(a) The candidates for Fire Chief shall be reviewed by a selection committee consisting of the following individuals:

- (i) The Personnel Director, who shall serve as the Chair of the Selection Committee;
- (ii) One member of the City Council to be appointed by the President of the City Council;
- (iii) Two members of the general public to be appointed by the President of the City Council, with at least one of said members being a representative of the city's socioeconomic and racial and ethnic segments;
- (iv) Two members of the general public to be appointed by the Mayor with at least one of said members being a representative of the City's socioeconomic and racial and ethnic segments;
- (v) Two sworn firefighters of the Gloucester Fire Department to be elected by the union representing members of the Fire Department.
- (vi) A public safety official appointed by the Mayor, who shall be the Emergency Management Director if such position exists at that time.

The Mayor may appoint appropriate support personnel to facilitate the operations of the selection committee.

(b) In consultation with the selection committee and the purchasing agent, the Mayor shall select a qualified recruitment and assessment consultant to analyze candidates for Fire Chief. After consultation with members of the public at community meetings, the consultant shall develop selection criteria; recruit qualified candidates; and select the most qualified candidates which shall be no more than seven or less than three who shall be considered finalists and administer the selection process to these candidates. The process shall consist of, without limitation, a written exam, a professional assessment center and a psychological evaluation.

(c) The Selection Committee shall hold public interviews of the finalists. The Committee shall vote a list of no more than five and no less than three unranked qualified candidates for Fire Chief and shall submit such list to the Mayor. All votes taken by the Selection Committee shall be by majority vote of those present. If the Selection Committee determines that there are fewer than three candidates for Fire Chief, the Selection

Committee shall nonetheless send the names of the candidate(s) to the Mayor. The Mayor may choose to commence a new selection process if the Selection Committee submits a list of fewer than three candidates or for any other reason designated in writing.

(d) The Mayor shall appoint a candidate from the list, subject to confirmation of the City Council. Prior to confirmation, the City Council shall be provided with a copy of the contract negotiated with the candidate selected by the Mayor. The contract may not be subsequently amended without the approval of the City Council. The term of the contract shall be three years. The Mayor may reappoint said Chief for subsequent contractual terms of three (3) years subject to City Council confirmation.

(e) Upon such time as the Mayor shall become aware of a vacancy in the office of Fire Chief, the Mayor shall within a reasonable period of time notify the City Council that a vacancy has occurred. The Mayor shall thereafter commence the process to fill the vacancy, in the manner prescribed herein.

Add new section: 8-19 Powers and duties of Fire Chief

The Fire Chief shall manage the Fire Department. He/she shall be responsible for the discipline and efficiency of the department. He/she shall have control of the department, its officers and members, the care of the fire stations, the care and custody of all the property of the department and shall keep a record of its business.

Add new: 8-20 Composition

The Fire Department shall consist of the Fire Chief, who is not subject to the civil service laws, and as many deputy Fire Chiefs, captains, mechanics, inspectors and firefighters subject to the civil service laws in such numbers as are provided by contract and approved by the City Council. The department may also include supporting administrative staff.

Delete subsection 8-18(a) and add new: section 8-21 Qualifications and appointment of firefighters

(a) The Mayor shall have the power to appoint all firefighters who shall hold their office at the discretion of the Mayor subject to the laws pertaining to civil service and to the collective bargaining agreement. The Fire Chief is exempt from civil service laws and the terms of the collective bargaining agreement. All firefighters are required to be citizens of the United States and within nine months of his/her appointment, to reside within 15 miles of the limits of the City of Gloucester as required by chapter 41 section 99A of the General Laws.

[Consecutively renumber sections 8-19 to 8-25 of Chapter 8, Article II Fire Department as follows:]

- 8-22 Physical examination of firefighters (old sec. 8-19)
- 8-23 Appointees must signify willingness to obey rules (old sec. 8-20)
- 8-24 Firefighters to have motor vehicle license (old sec. 8-21)
- 8-25 Military substitutes (old sec. 8-22)
- 8-26 Fire chief to act as forest warden (old sec. 8-23)
- 8-27 Aid to other cities, towns or fire districts (old sec. 8-24)
- 8-28 Destruction of building to prevent spread of fire (old sec. 8-25)

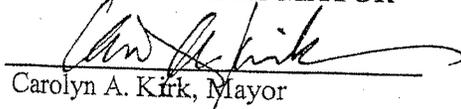


Linda T. Lowe, City Clerk

Date:

JAN 21 2011

APPROVED BY THE MAYOR


Carolyn A. Kirk, Mayor

VETOED BY THE MAYOR

Carolyn A. Kirk, Mayor

SIGNED THIS 24 DAY OF Jan, 2011

All Ordinances shall become effective 31 days after passage except:
Emergency Orders and Zoning Amendments shall become Effective Next Day

City Hall
Nine Dale Ave
Gloucester, MA 01930



CITY CLERK
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12 JUN 12 PM 12:35

CITY OF GLOUCESTER
OFFICE OF THE MAYOR

MEMORANDUM

TO: Gloucester City Council
FR: Mayor Carolyn A. Kirk
RE: Supplemental Information – Deputy Chief Eric Smith
DT: June 12, 2012

cc: Fire Chief Selection Committee

12 JUN 12 PM 12:48
CITY CLERK
GLOUCESTER, MA

Councilors,

Please see the attached Memorandum from Municipal Resources, Inc. regarding Fire Chief candidate Eric Smith whose appointment is before you. This is supplemental information to the June 12, 2012 Mayor's Report which we respectfully ask be referred to the Ordinance and Administration Committee.

Thank you.



MEMORANDUM

To: Carolyn Kirk, Mayor
City of Gloucester

From: Alan S. Gould, Vice President
Municipal Resources, Inc.

Re: Fire Chief Candidate Eric Smith

Date: June 12, 2012

Municipal Resources, Inc. offers this memo in support of its opinion that Fire Chief candidate Eric Smith meets or exceeds all requirements for the position of Gloucester Fire Chief. Candidate Smith has a Bachelors Degree, an Associates Degree, and has only his capstone paper left to complete his Masters Degree. Smith has more than 21 years of fire/EMS experience in Westland, Michigan, a city and fire department significantly larger than Gloucester. During those 21 years, Smith has shown continuous progression through the ranks of the department and has served more than 3 years at ranks equivalent to or exceeding the position of Deputy Fire Chief in Gloucester. Currently, Smith serves as the sole second-in-command of this 68 person department. The MRI team also found that his experience as a licensed paramedic and paramedic instructor/coordinator will be of significant benefit to the City of Gloucester.

In addition to the traditional interview process, the City of Gloucester chose to conduct an "assessment center" in order to evaluate technical knowledge, skills, and experience as they relate to the management/command of a modern fire/EMS department. Eric Smith was the top scorer in this assessment center process. It is the opinion of the MRI consulting team that Eric Smith demonstrated, throughout the selection process, that he is the best qualified candidate for the position of Gloucester Fire Chief.

MRI has conducted a complete and thorough review of Candidate Eric Smith's qualifications for the position of Fire Chief for the City of Gloucester and it is MRI's opinion that Chief Smith meets or exceeds all requirements for the position.

Analysis of Minimum Requirements

Gloucester Requirement

Fire safety professional with 15 years of experience, no less than 5 of which shall be in a progressively responsible fire safety management and emergency medical services position.

Candidate Smith

More than 21 years of experience, 15 of which have been spent progressing through the ranks of his department. Smith is also licensed by the State of Michigan as a paramedic and as a Paramedic Instructor/Coordinator.

Gloucester Requirement

Associates Degree in Fire Sciences or related field.

Candidate Smith

Master's Degree (pending completion of capstone paper), Eastern Michigan University
Bachelor of Arts Degree (Summa Cum Laude), Schoolcraft College
Graduate, Eastern Michigan University Fire Staff & Command School (360 hour program)
Associate of Science Degree, Fire Technology, Concordia University

Gloucester Requirement

Minimum rank of Deputy Chief or higher for a minimum of 3 years in a firefighting environment.

Candidate Smith

Candidate Smith has served at the ranks of Battalion Chief and Deputy Chief for more than 3 years (see analysis below).

Analysis of Time Served in Rank

Eric Smith has served at a rank and in a capacity that is equivalent to and in many cases exceeds that of a Gloucester Deputy Chief for a period of 3.38 years. Through City of Westland, Michigan, personnel and payroll records, Smith has documented that he has served at the rank of Battalion Chief for a period of 29 months (including approximately 11 months served as the

Acting Battalion Chief during his tenure as a Captain). As noted elsewhere in this analysis, the Westland Fire Department rules and regulations state that: "any acting officer shall have the authority and responsibility as if the position were permanent." Therefore, a Captain who is serving in the role of Acting Battalion Chief is expected to perform all duties and responsibilities of the position. Eric Smith has served at the rank of Deputy Fire Chief for a period of approximately 8 months. His total service at the rank of Deputy Chief or equivalent is determined to be 37 months. The actual hours served in these ranks totals 7381 hours; based upon the normal Gloucester 42 hour work week, this equates to 3.38 years served.

Analysis of Command Rank Structure

Job titles are badges of authority and an indication of the level of responsibility and accountability associated with the position and the level of education, training, experience, and competence possessed by the incumbent. However, the actual duties associated with identical job titles in public service often vary considerably with the size and complexity of the organization and the working environment in which the position must function (position titles in small, rural communities can be the same as in large, urban areas, yet the roles are often dramatically different). Comparing individuals with the same job title without having an understanding of the specific role and the environment in which that role functions can lead to serious mistakes that impact both the employer's credibility and the employee's chances of success.

The City of Westland, Michigan, is a city of approximately 85,000 residents, and is located approximately 15 miles from downtown Detroit. The City is served by a Fire/EMS Department consisting of four stations operated by 68 uniformed personnel. The command structure of fire departments throughout the United States varies depending on the size and culture of each individual department. As an example, it is not uncommon to have two adjacent departments with differing ranks for the position of shift commander. The titles that are assigned to supervisory levels below the level of fire chief can include the following:

- Senior Firefighter
- Master Firefighter
- Engineer
- Corporal
- Sergeant
- Lieutenant
- Captain
- Fire Marshal
- Battalion Chief
- District Chief
- Division Chief
- Chief of Operations
- Assistant Chief
- Deputy Chief

Even the title of “fire chief” can vary and can be referred to as director, chief of department, chief engineer, or commissioner. As our assessment teams confront this situation on a regular basis, we work diligently to determine the equivalency of the diverse rank structures present in the American Fire Service. An analysis of position descriptions, organizational structures, and supervisory responsibilities can determine the equivalency of job titles and positions. In Gloucester, we reviewed the position of Deputy Chief and determined that that position is the shift commander who supervises up to a seventeen-person, on-duty work group. As outlined in this document, Eric Smith has experience supervising a larger workforce, and as a Deputy Chief in Westland, serves in a higher supervisory capacity than a Deputy Chief in Gloucester.

The National Fire Protection Association (NFPA) has developed NFPA 1021, *Standard for Fire Officer Professional Qualifications* (Quincy MA, 2009 edition). The intent of the standard is “to define progressive levels of performance required at the various levels of officer responsibility” [Section 1.2.1]. It is up to the local jurisdiction to determine what levels meet local needs and to use them in the development of job descriptions and specifying promotional standards.

The four (4) fire officer certification levels in NFPA 1021 are designed to address the knowledge, skills, and abilities required to perform at levels of responsibility ranging from first-level company officer through fire chief. For example, Fire Officer I would be appropriate for a company officer; Fire Officer II would be appropriate for a platoon commander; Fire Officer III would be appropriate for a bureau or division commander and the second-in-command of a department; and Fire Officer IV would be appropriate for the position of fire chief.

The Massachusetts Fire Training Council offers training and certification in accordance with NFPA 1021 at the Fire Officer I, II, III, and IV levels. These certifications are based on the standards set forth by the National Professional Qualifications Board (NPQB). As a National Professional Standard, this qualification system promotes consistency across states. Although Fire Officer certification is not mandated in Massachusetts, it is a measure of professional qualification and competence. The City of Gloucester has not established Fire Officer certification as a requirement for promotion to lieutenant, captain, or deputy fire chief. The City of Westland offers a “technological bonus” in the collective bargaining agreement for battalion chiefs. A Level I bonus includes Fire Officer II as one of several requirements; and the Level II and III bonuses includes Fire Officer III as one of several requirements. Chief Smith has been certified at the Fire Officer III level.

In addition, Eric Smith has completed a 360-hour Staff and Command School through Eastern Michigan University. This rigorous program is equivalent to the Massachusetts Chief Fire Officer Program. Completion of this program demonstrates another level of skill and further clarifies Smith’s ability to serve as a progressive Chief Fire Officer in Massachusetts.

MRI has reviewed the organizational structure and position descriptions for the Gloucester Fire Department and the Westland Fire Department. In addition, we have performed reviews of several Massachusetts fire departments for the purposes of comparison with Gloucester and Westland. The following chart compares the command structures of these departments, and also identifies the appropriate NFPA fire officer certification level for each.

	Gloucester	Westland	Woburn	Dedham	Lexington	NFPA 1021
Second-in-Command	---	Deputy Chief	Captain	---	Assistant Chief	III
Bureau or Division	---	Assistant Chief	Lieutenant	---	Assistant Chief	III
Platoon Commander	Deputy Chief	Battalion Chief	Captain	Deputy Chief	Captain	II
Company Officer	Captain	Captain	Lieutenant	Lieutenant	Lieutenant	I

The responsibilities of a Deputy Fire Chief in Gloucester are spelled out in the Massachusetts Human Resources Division promotional examination announcement (2008) as follows:

“Under general supervision, assists in the direction of the operations of the Gloucester Fire Department, including budgeting, long-range planning and public relations; exercises supervision over direct reporting staff and develops and maintains department efficiency, morale and order; evaluates the availability of fiscal and equipment resources, personnel and local needs relative to the protection of life and property and the prevention and suppression of fire; directs and performs fire prevention duties, including code and pre-fire inspection duties; directs, performs and reports the results of fire investigations; personally responds to fire and non-fire emergencies in order to supervise actions of fire service personnel; and performs related duties as required.”

A Gloucester Deputy Fire Chief is the incident commander at major incidents, and answers directly to the Fire Chief. He/she directly supervises the on-duty Captains and Lieutenants on a shift of up to eighteen (18) personnel (including the Deputy Chief).

The duties and responsibilities of a Battalion Chief in the Westland Fire Department are spelled out at length in the department's rules and regulations. The Battalion Chief is the on-duty shift commander, overseeing four (4) Captains, four (4) Sergeants, and up to twelve (12) firefighters in four (4) fire stations (up to 21 personnel on duty per shift, including the Battalion Chief). The Battalion Chief is the incident commander and is responsible for all department operations in the absence of higher-ranking command staff. He/she has the authority to "admonish" personnel for disciplinary infractions and can recommend commendations, reprimands, suspensions, and dismissal.

The Westland rules and regulations further state that "any acting officer shall have the authority and responsibility as if the position were permanent." Therefore, a Captain who is serving in the role of Acting Battalion Chief is expected to perform all duties and responsibilities of the position.

The Deputy Fire Chief position in Westland is the second-in-command of the fire department (higher in rank than Assistant Chief and Battalion Chief). The Deputy Chief assumes the duties and responsibilities of the Fire Chief in his/her absence. He/she has considerable responsibilities in policy development and implementation, budgeting, discipline, project management, and supervision of two (2) Assistant Chiefs and three (3) Battalion Chiefs. He/she can assume command of major incidents.

Conclusion

Based on MRI's detailed analysis and comparison of the positions of Gloucester Deputy Fire Chief and Westland Battalion Chief, it is clear that the duties and responsibilities of a Westland Battalion Chief are equivalent to or exceed those of a Gloucester Deputy Fire Chief. Furthermore, we believe that Eric Smith meets or exceeds all of the requirements for the position, has demonstrated his excellent qualifications throughout the selection process, and should be confirmed as the next Gloucester Fire Chief.