

EMPLOYMENT AGREEMENT

BETWEEN

THE TOWN OF UXBRIDGE

AND

THE FIRE CHIEF THOMAS DION

This agreement, pursuant to Chapter 41, Section 1080 of the Massachusetts General Laws, is made this 1st day of January, 2020, by and between the Town of Uxbridge (hereinafter the "Town") and Fire Chief Thomas Dion of Uxbridge, Massachusetts (hereinafter the "Chief" or "Fire Chief").

WHEREAS, the Town is desirous of securing the services of the Chief in the command and administration of the Fire Department and to provide inducement for him to remain in such employment;

WHEREAS, the Chief is willing to perform the duties of the position of Chief according to the terms and conditions of this Agreement;

WHEREAS, it is the desire of the Town to provide certain benefits, establish the conditions of employment, and set the salary of the Chief;

WHEREAS, the Chief represents that he is qualified, capable, and willing to undertake and perform the duties of said position for the Town; and

NOW, THEREFORE, the Town and the Chief hereby agree upon the following terms and conditions.

I. DUTIES

A. The command and administrative control of the Fire Department shall be the responsibility of the Chief. The Chief's duties shall include but not be limited to the following:

B. Responsible for planning, administering, and directing the activities and personnel of the Uxbridge Fire Department, pursuant to the authority of Massachusetts General Laws and the Town of Uxbridge Charter and By-Laws.

C. Provision of fire, rescue and emergency medical service for the Town.

D. Supervision of the daily operation of the Fire Department.

E. Supervision of all departmental personnel, including the appointment and removal of such officers and firemen in accordance with G.L. c. 48, § 42.

F. Preparation and submission of the Fire Department budget.

G. Submission of reports to the Town Manager either orally or in writing when requested or required in order to ensure proper communication between the Town and the Fire Department.

H. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department,

I. Supervision and control of all Department equipment, clothing and vehicles belonging to or used by the Fire Department.

J. Establishing uniforms, equipment and vehicle specifications for the Fire Department.

K. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.

L. Maintaining the discipline and management of department personnel, including issuing orders, rules, regulations, policies and procedures (SOPs), assigning tours, shifts and duties of all departmental personnel, and any corrective action for departmental personnel.

M. Being available for hearings before any Board of the Town at which the Fire Department is required to appear and before the Board of Selectmen and Town Meeting when necessary.

N. Being responsible for planning, organizing, directing, staffing and coordinating firefighting and emergency medical service operations.

O. Being responsible for communications with the public, including the media, on matters related to fire safety, fire and emergency medical service operations, and department policy.

II. HOURS OF WORK

A. The Chief shall be a salaried employee of the Town and, as such, shall be an exempt executive employee for the purposes of the Federal Fair Labor Standards Act, 29 U.S.C., Section 201, *et seq.*

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

C. It is recognized that the Chief must devote a great deal of time outside the normal office hours to the business of the Town, and to that end, the Chief shall be allowed to take compensatory time off as he or she shall deem appropriate during said normal office hours, at such time that the Chief reasonably determines will adversely impact Department operations least.

III. INDEMNIFICATION

A. The Town shall defend, hold harmless and indemnify the Fire Chief against any tort, professional liability, civil claim or demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as Fire Chief, even if said claim has been made following his termination from employment, provided that the Fire Chief acted within the scope of his duties. The Town shall pay the amount of any settlement or judgment rendered thereon. 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.

B. The Town shall reimburse the Fire Chief for any attorneys' fees and costs incurred by the Fire Chief in connection with such claims or suits brought by third parties involving the Fire Chief in his professional capacity.

C. This section shall survive the termination of this Agreement.

D. Professional Liability. The Town agrees to furnish at its expense professional liability insurance for the Chief with liability limits of no less than one million (\$1,000,000.00) Dollars.

IV. DUES AND SUBSCRIPTIONS

A. The Town agrees to budget and to pay, subject to appropriation, for the reasonable professional dues and subscriptions of the Chief for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of the Town, including but not limited to the International Fire Chiefs' Association, the New England Fire Chiefs' Association, the Massachusetts Fire Chiefs' Association, and the applicable regional Chiefs' association.

V. AUTOMOBILE

A. The Town shall provide a vehicle for use by the Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief in connection with the performance of his duties as Chief and for his professional growth and development. Said vehicle may be used by the Chief for personal reasons, since he is always on call. The Chief will be responsible for any retirement contributions or income taxes resulting from the availability and use of such vehicle. The value of said authorized personal use vehicle was taken into account when setting the Chief's salary.

B. The Chief may, upon mutual agreement of both parties, use his own private automobile to perform his duties and/or for his professional growth and development as Fire Chief, in the event such agreement is reached, the Town shall reimburse the Chief at the standard mileage rates set by the Internal Revenue Service.

VI. PROFESSIONAL DEVELOPMENT

A. The Town recognizes its obligations to the professional development of the Chief, and agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a fire and emergency medical services administrator. Accordingly, the Chief will be allowed to attend the Massachusetts, New England, and the International 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, subject to appropriation. The Town also agrees to budget and pay, subject to appropriation, for travel and subsistence expenses of the Chief for short courses, institutes, and seminars that, in the Chief's reasonable judgment, are necessary for his professional development.

VII. DEATH DURING TERM OF EMPLOYMENT

A. If the Chief dies during the term of his employment, the Town shall pay to the Chief's estate all the compensation which would otherwise be payable to the Chief up to the date of the Chief's death, including, but not limited to, payment for any unused leave days.

VIII. PERFORMANCE EVALUATION

A. In March of each year, the Town Manager shall review and evaluate the performance of the Chief in accordance with mutually agreed to goals and objectives. The Town Manager shall provide the Chief with a written summary of his evaluation. Before the written evaluation is made a part of the Chief's personnel file, he shall be given the opportunity to discuss the evaluation with the Town Manager, and he may attach written comments thereto.

B. Coinciding with the annual performance review, the Town Manager and the Chief shall define measurable goals and performance objectives which they determine necessary for the proper operation of the Uxbridge Fire Department for the subsequent year.

IX. APPOINTMENT, DISCIPLINE OR DISCHARGE

A. The Chief is appointed by the Town Manager in accordance with the provisions of Chapter 48, Section 42 of the Massachusetts General Laws, and the Chief shall serve in said capacity and hold such office until such time as he is replaced.

B. It is agreed that the Chief can be disciplined or discharged only for just cause, as defined in Article 7, Section 8 of the Uxbridge Charter, upon proper notice.

C. The Chief may appeal any discipline or discharge to a committee of arbitrators consisting of three (3) persons. The three persons shall be chosen as follows: one by the Town, one by the Chief, and one by the two so chosen. A decision of the majority of the three (3)-member committee shall be sufficient to uphold a discharge or to reverse the discharge decision. This decision shall be final.

D. In the event of the suspension or discharge of the Chief, if the committee of arbitrators shall reverse or modify a suspension or discharge, the Chief shall be entitled to back pay, benefits, and counsel fees.

X. SALARY

A. The Town and the Chief agree that the Town shall pay the Chief an annual salary in equal installments pursuant to the Town's payroll cycle, less lawful withholdings and deductions via direct deposit as follows:

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|----|------------------------|-----------------------------------------------------------------------------------------|
| 1. | Effective July 1, 2023 | \$156,000.00 |
| 2. | Effective July 1, 2024 | FY2024 base salary plus 1%, plus up to an additional 3% based on successful performance |
| 3. | Effective July 1, 2025 | FY2025 base salary plus 1%, plus up to an additional 3% based on successful performance |

B. As indicated in subsection A. herein, on each succeeding July 1 during the term of this Agreement through 2026, the Chief shall receive an increase of base pay of 1%, plus up to an additional 3% of the base salary for the prior fiscal year based on successful performance evaluation pursuant to Section VIII.

C. The Fire Chief shall also receive an annual stipend of \$5,000.00 provided that he maintains his status as a Paramedic.

D. The Chief shall also receive a uniform and cleaning allowance equal to that provided to regular firefighters of any rank of the Town.

E. Subject to the non-renewal provisions in Section XIII herein, if the Fire Chief continues in office after the expiration of this Agreement, and there is no successor agreement, he she shall continue to receive the latest salary under this Section and the same benefits under this Agreement until such time as his salary and benefits shall be otherwise provided for by the Town or until such time as this Agreement is terminated pursuant to Section XIII.

XI. RESIDENCY

A. The Chief shall maintain a domicile in the Town or a contiguous town. This residency requirement is subject to amendment by the mutual agreement of the parties.

XII. BENEFITS

A. Insurance. The Chief shall be eligible for all health and life insurance benefits for which other non-bargaining unit employees are eligible. The Town agrees to contribute towards the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage available to firefighters of any rank of the Fire Department.

B. Injured on Duty. As a sworn member of the Fire Department, the Chief shall be entitled to Injured-on-duty benefits as provided in Chapter 41, Sections 100 and 111F of the Massachusetts General Laws.

C. Leave. The Chief shall receive the same amount of sick time, personal time, sick incentive personal time, bereavement time, holiday leave, and all other benefits as firefighters regardless of rank.

D. Vacation. The Chief shall receive 5 weeks of vacation time annually, which shall be accrued on a monthly basis. One week may be carried over with written approval of the Town Manager. Upon separating from service, the Chief shall be paid for any unused, but accrued vacation time.

E. Sick Buyback. The Chief shall not be eligible for sick time buyback at time of retirement or termination/non-renewal of agreement. The Chief shall also not be eligible for holiday and longevity pay.

XIII. LENGTH OF AGREEMENT

A. The initial term of this Agreement shall be for a period commencing July 1, 2023 and ending June 30, 2026. However, this Agreement may be extended as provided by its terms.

B. This agreement shall be formally reviewed prior to its expiration, and the Chief shall be advised of the Town Manager's decision to renew or not to renew this agreement at least sixty (60) days prior to its expiration date. If the decision is to renew, then either the Chief or the Town may request that the provisions be renegotiated with mutually satisfactory terms. Otherwise, the parties may agree to a one (1) year extension of this agreement upon the same terms as are current at that time.

C. It is expressly understood that a decision not to renew this Agreement shall not be construed as a dismissal or require a hearing. The Chief's appointment under C. 48, s. 42 continues unless and until he is removed for just cause, dies or retires.

XIV. SEVERANCE

A. In the event the Chief resigns following a formal suggestion by the Town that he or she resign before the expiration of the then applicable term of employment, the Town agrees to pay the Chief a lump sum severance payment equal to the balance of any term of appointment but in no event less than six (6) months' salary and benefits. The acceptance by the Chief of the severance benefits provided under this Agreement shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, that the Chief may have against the Town, including all of its employees, elected or appointed officials, officers, agents, representatives and attorneys of such entities.

B. In the event the Chief intends to resign voluntarily before the natural expiration of any term of employment, then the Chief shall give the Town thirty (30) days written notice in advance, unless the parties otherwise agree in writing.

XV. CONTRACT TERMINATION

A. This Agreement may be terminated by either party as provided below, at which time, this Agreement shall automatically be terminated:

B. By mutual written agreement, signed by the Town Manager and the Chief, upon such terms and conditions as may be acceptable to both parties at the time of termination;

C. By the Chief upon 30 days' written notice to the Town Manager, which resignation shall be filed with the Town Clerk. Until the effective date of termination, the Chief shall continue to perform his duties and shall, if requested, cooperate with the Town Manager in a search for a successor;

D. If the Chief dies during the Term of this Agreement;

E. By the termination of the Chief's employment pursuant to terms herein.

XVI. NO REDUCTION OF BENEFITS

A. The Town agrees that it shall not at any time during the term of this Agreement reduce the salary, compensation or other benefits of the Chief, except to the extent that such reduction is evenly applied across-the-board for all employees of the Town.

XVII. MISCELLANEOUS

A. No change or modification of this Agreement shall be valid unless it shall be in writing and signed by both of the parties.

B. This agreement shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

C. If any clause or provision of this agreement shall be determined to be illegal by a court of competent jurisdiction, the remainder of this agreement shall not be affected thereby.

D. Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing, sent by certified mail to the Chief's last known address or to the Town's principal office in Town Hall, with a copy to Town Counsel.

E. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Chief.

F. No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.

G. This writing constitutes the complete agreement of the parties as of the date of execution and supersedes any prior agreements. Any supplemental or additional agreement or amendment shall be effective only if in writing and signed by the Town Manager and the Chief.


IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

FOR THE TOWN
by and through its Town Manager



Steven Sette

FOR THE CHIEF



Thomas Dion