

TOWN OF CHATHAM

FIRE CHIEF

EMPLOYMENT AGREEMENT

This agreement (or Contract) is entered into between the Town of Chatham (hereafter Town), acting through its Town Manager, and David DePasquale of [REDACTED], Chatham, MA 02633 (hereafter "Chief") pursuant to and authorized by the Chatham Home Rule Charter, ss 46, as authorized by Massachusetts General Laws, Chapter 48, section 42-44.

WHEREAS, the Town is desirous of securing the services of the Chief in the administration of the Fire Department, and performing related public safety functions, among others; and

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

NOW, THEREFORE, the Town and the Chief agree as follows:

1. **TERM** —The term of this agreement shall begin on May 31, 2020 and shall end on May . 31, 2023.
2. **DUTIES** —The Chief shall devote his full time to the performance of his job as the Town's Fire Chief, and to perform any and all the duties as set forth in the Fire Chief's Job Description, and attached hereto as Exhibit "A", and in accordance with the Massachusetts General Laws, Chapter 48, et seq, relating to Fire Chief including, when assigned, such duties as extinguishing fires, protecting life and property in case of fire and emergency medical services.
3. **COMPENSATION** —The base salary of the Chief for the remainder of Fiscal Year 2020 shall be \$133,080.19, paid bi-weekly at a rate of \$5,003.01. Effective July 1, 2020 (for FY 2021), the Chief's base bi-weekly pay shall be \$5,003.01/pp (\$133,080.19/yr). Effective July 1, 2021 (for FY 2022) the Chief's base salary will be \$143,061.07, paid bi-weekly at a rate of \$5,378.24. Effective July 1, 2022 (for FY 2023) the Chief's base salary will be \$153,790.65, paid bi-weekly at a rate of \$5,781.60.

In addition, the Chief's annual compensation shall include:

- A. It is agreed that the Chief shall not be eligible for Department Head pay as that one week pay equivalent is included in the base salary
- B. It is agreed that there shall be no longevity or education compensation for the duration of this Agreement. In recognition of the Chief's long tenure, dedication and superlative quality service to the Town of Chatham and in lieu of longevity and education stipends he received as a union employee, the Town has increased the Chief's base pay. This consideration has been included in the compensation listed above for FY 2021

- C. Twelve (12) paid holidays/year (paid at a rate of \$503.01/day per holiday for the first year of this contract, \$537.82/holiday for the second year of this contract, and \$578.16/holiday for the third and final year of this contract. A work-day shall be considered the equivalent of eight (8) hours for calculation purposes.
- D. Further, the Chief shall receive all benefits that the Town provides to all its employees under the Town's Personnel Policies, except to the extent that such benefits are in this Agreement.
4. HOURS OF WORK — Except as otherwise authorized, the Employee shall devote, at a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position. Due to the unique nature of the municipal public safety management function, it is understood and agreed that in order to properly perform the job required, the Chief may have to expend additional time beyond a "normal" eight (8) hour work day, and the Chief agrees to do so, as required. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time. However, the Chief may adjust his schedule, taking into account such "extra" time, so long as the same does not interfere with the obligations to perform his duties. It is understood that regular presence at the Station and reliable attendance at work-related meetings and community functions is essential to job performance. The Employee shall notify the Town Manager if he is not going to be at work for more than one day.
5. VACATION - The Town agrees that the Chief shall accrue 2.0833 days of leave per month (25 days per contract year) calculated at an eight (8) hour workday for accrual and use purposes. The Chief shall be allowed to carry over a maximum of ten (10) un-used vacation days to the next contract year.
6. SICK LEAVE —The Town agrees to allow the Chief to carry over his current balance of sick leave and to continue to accrue sick leave at a rate of ten (10) hours per month, up to a maximum of fifteen (15) 8-hour days per contract year, up to a maximum of 165 days. Upon death, retirement, or voluntary resignation, payment shall be made of 25% of accumulated sick leave, up to a maximum of 165 eight-hour days (330 hours) shall be paid to the Chief or his estate.
7. HEALTH AND OTHER INSURANCE - Employee (which term in this context under this provision shall include his dependents) shall be entitled to participate in whatever group medical, dental, life insurance and pension benefit plans are offered by or through the Town of Chatham on the same basis as other Town employees.
8. AUTOMOBILE —The Fire Chief is considered to be on duty twenty-four (24) hours a day, seven (7) days a week. It is expected that the Chief will respond to the needs and/or emergencies of the community when necessary, required, and/or called. Correspondingly, the Chief will be provided with a Town-owned vehicle for his use in conducting official responsibilities,

commuting, and personal use so that he may respond to emergencies and other Town matters. Said vehicle shall be equipped with a radio to maintain contact with the Department and town officials as well as equipped with other standard fire emergency equipment as appropriate, all of which shall remain the property of the Town, The costs associated with the operation and maintenance of this fire vehicle will be borne by the Fire Department.

9. UNIFORM ALLOWANCE —The Fire Chief shall be reimbursed for up to \$1,000/year for costs associated with purchasing and maintaining clean professional uniform clothing.
10. PERFORMANCE REVIEW — each year, on or before the anniversary of this appointment (May 31st), the Chief shall meet with the Town Manager to discuss the Town Manager's appraisal of the prior year's work performance. The Town Manager may present a summation of her appraisal in a written format of the Town Manager's choice. In consultation with the Chief, the Town Manager may establish written goals and objectives deemed by both parties to be important to the proper operation of the Fire Department and the attainment of Town objectives.
11. DISCIPLINE, DISCHARGE, SEPARATION

A. BY THE TOWN — During the term of this agreement, the Chief may be terminated only for just cause consistent with the provisions of the Massachusetts General Laws Chapter 48 section 42 and section 4-6 of the Chatham Home Rule Charter.

In the event of termination, the Town Manager shall provide the Chief with written notice setting forth the reasonable detail the nature of said cause for termination. Said written notice shall be given to the Chief at least ten (10) calendar days prior to a hearing by the Town Manager. The Chief shall have the option of choosing whether, or not, any such hearing shall be closed to the public or held as an open, or public hearing. The hearing may be waived by the Chief, if he so chooses.

Should the Chief so desire, he may be represented at said hearing by counsel and he shall have the right to be present, to question witnesses, to submit written and oral statements on his own behalf, and to call witnesses. Not later than ten (10) calendar days following said hearing the Town Manager shall issue her written decision, including written findings of fact on only those charges and evidence presented at the hearing.

The Chief may appeal a decision to terminate to a neutral arbitrator, selected by mutual agreement of the Chief and the Town. If the arbitrator determines that termination was not justified, the Chief shall be reinstated with restoration of back pay and benefits.

For the purposes of this Agreement, attainment of "maximum age," as defined by M.G.L. c. 32, 51, shall constitute cause for removal, if the Chief has not voluntarily retired as of the last day of the month during which he attains the age of sixty-five (65) years. The Chief shall not be entitled to a hearing to contest the issue of cause in the case of having attained maximum age under G.L. c. 32.

B. BY THE CHIEF —The Fire Chief may terminate this agreement before the expressed termination date by giving written notice of his intention to do so to the Town a minimum of ninety (90) calendar days prior to the effective date of his termination.

12. SEVERANCE PAY .

A. RESIGNATION - In the event the Chief leaves his position voluntarily, he shall receive no further compensation from the Town.

B. TERMINATION - If the Chief is terminated for just cause, he shall receive no further compensation from the Town.

13. PROFESSIONAL DEVELOPMENT —The Town recognizes its obligation for the professional development of the Chief and agrees that the Chief shall be given adequate opportunities to develop or refresh his skills, knowledge and abilities as a Fire Chief and as a department manager. As such, contingent upon funding, the Chief shall be reasonably allowed to plan for and attend such conferences, seminars meetings, educational and training sessions as afforded within each fiscal year's budget with pay and without loss of vacation or other leave, and will be reimbursed by the Town for reasonable expenses incurred while attending or traveling to these aforementioned events, provided funding is available. The Chief will provide as much advance notice as possible of his anticipated attendance of any commitments away from Town. Whenever possible, prior to these events, the Chief will notify the Town Manager a minimum of forty-eight (48) hours in advance of intent to attend. Attendance at any out of State conference shall require prior budgeting and approval by the Town Manager. The Chief shall designate and identify who shall be authorized to perform routine duties in his absence.

14. MEMBERSHIP — The Chief shall be provided with membership in order to hold office with the Fire Chief Association of Massachusetts, the Barnstable County Fire Chiefs, the International Association of Fire Chiefs, the New England Association of Fire Chiefs, and the National Fire Protection Association. The Town agrees to budget and contingent upon funding, pay for the annual dues for these associations. Other such professional organizations, as well as expenses related to conferences and meetings will be covered contingent on availability of funding.

15. PERSONNEL POLICIES — The Provisions of the Town of Chatham Personnel Policies relating to non-compensated sections, as amended from time to time at the discretion of the Town, shall apply to the Chief except where modified by this Agreement.

16. OTHER EMPLOYMENT — The Chief agrees and acknowledges that because the position of Fire Chief is his primary employment, he shall not seek employment or work in any position which would impact in an adverse manner upon this responsibility, or which would constitute a conflict of interest, or perception of a conflict of interest or violation of the ethics laws.

17. RESIDENCY —The Chief agrees to maintain his primary residence in the Town of Chatham for the duration of this contract.

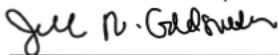
18. INDEMNIFICATION FOR PROFESSIONAL LIABILITY - The Chief shall be indemnified by the Town for claims made against him arising out of conduct within the scope of his employment. The Town agrees that it shall defend, save harmless and indemnify the Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties as Fire Chief of the Town, so long as the Chief is acting within the scope of his authority as Fire Chief.

19. SEVERABILITY —This Agreement represents the full understanding of the parties. If any of the foregoing sections or parts thereto is found to be invalid at law, the remainder of the Agreement shall remain in full force and effect for the term. No additions, modifications or changes shall occur with respect to this agreement without a written document executed by the parties hereto, setting forth said additions, modifications or changes.

20. GOVERNING LAW — This agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

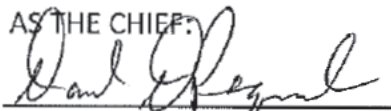
Signed and executed this 28 day of May, 2020.

FOR THE TOWN:



Jill R. Goldsmith
Chatham Town Manager

AS THE CHIEF:



David DePasquale
Chatham Fire Chief