

**CONTRACT
BETWEEN
TOWN OF TEMPLETON
AND
DAVID T. DICKIE
TEMPLETON FIRE/EMS CHIEF**

Contract made effective as of the 27th day of March, 2017 between the Town of Templeton (hereinafter the "Town"), a duly authorized municipal corporation in Massachusetts in the County of Worcester, acting by and through its Town Administrator (hereinafter the "Administrator") and David T. Dickie (hereinafter the "Chief").

Whereas the Town of Templeton has created a Fire Department which also provides Emergency Medical Services to its citizenry (hereinafter the "Department"); and

Whereas the Town has the authority under M.G.L. Chapter 41 § 108O to contract with a Chief for the terms and conditions of his/her employment;

Now, therefore, this Memorandum of Contract is entered into to set such terms and conditions of employment of the Chief by the Town.

1. **DUTIES:**

The Chief shall assume administrative control of and be responsible for all operational functions of the Department as described in more detail below. His duties shall include but not be limited to the following: supervision of daily operations; appointment and supervision of all personnel; preparation and submission of the budget(s) to the Administrator; submission of required reports; responsibility for all expenditures and grants within approved budgets, as well as the receipt of funds and property; supervision and control of equipment and motor vehicles; uniform, equipment and vehicle specifications; supervision and control of all training programs and the assignment of personnel to such programs; maintenance of the discipline of personnel through the issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all personnel; availability for hearings before any Board of the Town at which the Chief's presence is required and before any Town meeting when necessary; responsibility for planning, organizing, directing, staffing and coordinating operations; responsibility for communications with the public, including the media, on matters related to operations and policy; and, any other related and relevant duties as assigned by the Administrator.

Notwithstanding the Town's adoption of G.L. c. 48, §42, the Chief shall consult with the Administrator on, and shall follow, the standard practices of the Town with respect to: the recruitment, promotion, and discipline and personnel, the number and compensation of which shall be established from time to time with the approval of the Board of Selectmen of the Town and is hereby attached as Exhibit A as if set forth in full and at length; the purchase of goods and services; and other such policies and by-laws as may be established from time to time.

2. **DISCIPLINE AND DISCHARGE:**

The Chief shall report to the Administrator. The Administrator may, after an appropriate process including notice to the Chief and an informal hearing, discipline the Chief for cause as defined in Section 13(a)(ii) of this Contract, including but not limited to malfeasance or misfeasance. If, as a result of the informal hearing, the Administrator shall determine that there are grounds for discharge, he shall forward the matter to the Board of Selectmen with his recommendation of discharge and the reasons therefor. The Board shall schedule a hearing in a timely manner at which the Chief may present witnesses and evidence and be represented by counsel. The Board shall make such findings as it deems warranted, taking into account the Administrator's recommendation of discharge. The Board shall determine whether there is cause for discharge, as defined in Section 13(a)(ii) of this Contract, including but not limited to malfeasance or misfeasance, based on its findings.

Notwithstanding any provision of this Contract, in all instances of potential discipline or discharge by the Administrator, the Administrator, in his sole discretion, may place the Chief on immediate paid administrative leave, during the hearing periods, pending the outcome of the discipline or discharge process.

3. **SPECIFIC ISSUES AND GOALS:**

The Chief acknowledges that his performance shall be judged by the accomplishment of specific goals and objectives including the successful completion of his Professional Development Plan. Such goals and objectives shall be, within forty-five (45) days of the effective date of this Contract, reduced to writing and attached as Exhibit B as if set forth in full and at length herein. Annually, as part of the budget process, the Administrator shall define such goals and performance objectives which, in consultation with the Chief, are determined necessary for the proper operation of the Department and in attainment of the Town's policy objectives for the coming three-year period. Further, they shall establish a relative priority among those various goals and objectives with such goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

4. **TERM:**

The term of this Contract shall begin April 1, 2017, and terminate on March 31, 2020.

- a. For purposes of this Contract, "year" shall mean a 365-day calendar year. Any compensation earned or accrued on a yearly or annual basis shall be prorated in accordance with the portion of the year that the Chief is employed by the Town.
- b. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Town to terminate the services of the Chief at any time, subject only to the provisions set forth in Section 12 of this Contract.
- c. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Chief to resign at any time from his position with the Town, subject only to the provisions

set forth in Section 12 of this Contract.

- d. No sooner than February 1, 2019 and no later than February 28, 2019, the Chief shall notify the Administrator in writing of his desire to be reappointed to a subsequent term of office and negotiate the terms of employment for such subsequent term. Failure by the Chief to timely provide such notice shall result in termination of his employment as Chief on March 31, 2020. Should the Chief provide such timely notice, then the Administrator shall give the Chief notice no later than April 1, 2019, either that (1) the Administrator does not intend to reappoint the Chief to a subsequent term, in which case the Chief's employment shall terminate on March 31, 2020, or (2) in the alternative, the Administrator intends to negotiate a successor Contract, in which case a successor Contract must be mutually agreed to and entered into by the parties before July 1, 2019, failing which the Chief's employment shall terminate on March 31, 2020.

5. **SALARY:**

The Chief shall receive a salary which if annualized will equal the following:

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|----|-------------|----------|
| a. | Fiscal 2017 | \$70,000 |
| b. | Fiscal 2018 | \$72,000 |

Any increases in compensation for successive years shall be based upon a finding of merit by the Administrator.

These salaries will be payable in installments at the same time as other employees of the Town are paid, subject to retroactive payments for any delays in conducting the performance review. In the event the performance review is not conducted as provided, his compensation shall be adjusted as if a satisfactory review had been conducted.

Within thirty (30) days of the annual anniversary of this Contract, the Administrator shall conduct an annual salary review, which shall consist of the following: (1.) a performance evaluation by the Administrator, which shall take into account the goals and objectives established under Section 3 of this Contract, above and (2.) a written statement submitted by the Chief. The written statement by the Chief shall include, but is not necessarily limited to, the following:

- (i.) A summary of the Chief's activities and accomplishments for the previous fiscal year together with the reasons – if any – for failure to meet the Goals and Objectives established in accordance with Section 3 of this Contract, above;
- (ii.) The proposed goals and objectives of the Chief for the coming three-year period; and
- (iii.) His proposed professional development plan.

Upon completion of the annual performance evaluation, the Administrator shall provide

the Chief with a summary written statement of the findings of the evaluation and provide an adequate opportunity for the Chief to discuss his evaluation.

6. **BENEFITS:**

The Chief shall enjoy the rights and benefits of the Town's Personnel Policy and all general benefits provided to Town employees under the General By-laws, under Town Meeting action, or by state law, as they now exist or may hereafter be amended or changed, except as hereinafter provided or modified for the Chief.

Vacation: The Chief shall be credited with five (5) days of vacation on the first day of this Contract. These days may be carried into FY 2018. He shall be classified as an employee with eight years of service as of the date of hire and progress thereafter in the normal order. All requests for vacation leave, sick leave and personal time shall be made to the Administrator on forms provided for said purposes.

Absences: The Chief shall advise the Administrator of any anticipated or emergency absences from work greater than forty-eight (48) hours. Any use of vacation time in excess of three days shall be pre-approved, with said approval not to be unreasonably withheld, by the Administrator.

7. **HOURS OF WORK/JOB PERFORMANCE:**

The Chief shall be required to devote the amount of time necessary to effectively, professionally, and diligently discharge the duties of the position, and manage the affairs of the Department and the employees under his supervision. The Chief's work week shall ordinarily consist of a five-day week, Monday through Friday, of forty (40) hours, in addition to evening and/or weekend hours that may be necessary from time to time in order to properly discharge his duties.

The Chief is an exempt employee for the purposes of the Fair Labor Standards Act. It is recognized that in certain situations, the Chief may have to devote a great deal of time outside of the normal work week to properly discharge his duties, and to that end, the Chief will be allowed a flexible work schedule. Such flexible schedule will allow, for example, the Chief to take time off from work at his discretion, without such time being charged against available benefit leave time. The Chief shall not be granted any compensatory time for hours worked.

The Chief is to be available to the Town at all times of the day through the entire year, except during periods of illness, vacation or other leave, and acknowledges the need of the Town to have an efficient means of communication and contact with him when he is either off duty, or out-of-town for any and all reasons. In lieu of the Town providing to the Chief a Town paid cell phone, for its ease of timely and continual communications with him, upon being notified of the telephone number, the Town shall reimburse the Chief in an amount of \$360.00 per year, inclusive of all voice, text and data communications, during the time of his employ for his maintenance of a personal cell phone. Such reimbursement shall be pro-rated throughout the year and payable on the same schedule as salaries are paid. The Town shall also provide a laptop computer to the Chief

for his work-related use while away from the office. Upon any termination of this Contract, the Chief shall return the laptop to the Town on the last day of service under this Contract or the Town may deduct the reasonable commercial value of the laptop, together with its installed software, at the time of the termination of the Contract from any final payment otherwise due to the Administrator.

The Chief agrees to remain in the exclusive employ of the Town and shall not accept employment by any other employer, including but not limited to consulting, teaching, grant writing, etc. without the express written consent of the Town Administrator.

8. **PROFESSIONAL DEVELOPMENT:**

The Town recognizes its obligations to the professional development of the Chief and the Chief recognizes his responsibility to pursue such professional development, both of which are set forth herein.

The Town agrees to budget and to pay an appropriate amount for the 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.

The Chief will be allowed to attend the New England Association of Fire Chiefs Conference and the so called "Firehouse Expo" each year without loss of vacation or other leave. The Chief will be reimbursed by the Town for all reasonable and ordinary expenses (including travel expenses) incurred while attending or traveling to the aforementioned conference.

The Chief shall be given opportunities to develop his skills and abilities. Accordingly, the Chief shall be allowed to attend – and is expected to attend – at least twenty-four (24) hours annually of professional development courses, seminars and meetings which are approved in advance by the Administrator without loss of vacation or other leave. The Town also agrees to budget and pay an appropriate amount for the Chief's use for travel and subsistence expense of the Chief for such courses, institutes, and seminars that, in his reasonable judgment are necessary for his professional development. If the Town requires the Chief to attend any course, seminar or meeting, the Town shall pay for the cost of such programs and for travel and subsistence expenses, incurred by the Chief in attending such programs.

In addition, the Chief – on his own time – shall pursue appropriate professional certification and job related college level courses in accordance with a Professional Development Plan agreed to by him and the Administrator. For these courses the Chief shall first pay for the tuition and all fees and be reimbursed after successful completion of the course with a grade of B or better. In the event the Chief is not able to find suitable courses during the evenings or on weekends, he may apply for and receive, subject to the sole discretion of the Administrator, an adjustment to his schedule for the course in question. All educational, travel, and subsistence expenses shall be subject to the approval of the Town Administrator and shall be within budgetary limits.

In conjunction with his performance review, the Chief shall annually submit his

Professional Development plan for review and approval for the coming year.

9. **GENERAL EXPENSES:**

The Chief shall be reimbursed for any reasonable and necessary expenses incurred in the performance of his official duties within the limits of the departmental appropriations. Notwithstanding the foregoing, the Chief acknowledges that the Administrator, after consultation with the Chief, is the final arbiter of any dispute as to what is or is not a reasonable expense.

10. **RESIDENCY & USE OF TOWN VEHICLE**

The Chief shall maintain residency within the Town or another community within 15 miles, border to border. The Town will provide the Chief with a vehicle for his official use. The Town will be responsible for all costs associated with such vehicle. The vehicle may be used by the Chief in connection with the performance of his official duties and for attendance at activities classified as professional growth and development. Since the Chief is on call in the event of an emergency, the vehicle may be used for personal reasons incidental to the performance of his duties.

11. **UNIFORMS AND EQUIPMENT**

The Chief shall be provided with an annual clothing allowance of One Thousand and Two Hundred dollars (\$1,200) responsible for the maintenance, repair and replacement of his uniforms and equipment. In addition, the Town shall furnish and maintain one set of so-called "turnout" and ancillary firefighting gear.

12. **TAXATION OF CERTAIN ITEMS**

Certain items paid to the Chief, such as the clothing and telephone allowance, may be taxable to the extent the Chief does not incur expenses in an offsetting amount. It is the responsibility of the Chief to maintain his records to the degree necessary to justify these payments as non-taxable reimbursements and provide for the payment of any taxes ruled to be due thereon on by the Internal Revenue service or other taxing authority.

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13. **TERMINATION:**

a. This Contract may be terminated by either party as provided below:

(i) By mutual written Contract, signed by the Administrator and the Chief, upon such terms and conditions as may be acceptable to both parties at the time of termination; or

(ii) By the Board of Selectmen, acting on the recommendation of the Administrator for Cause: For all purposes of this Contract "Cause" shall be defined as objective grounds which are not arbitrary and which are reasonably related to the Town's need to operate an efficient and effective fire department, including but not limited to misfeasance or malfeasance. If the Administrator recommends termination of the Chief's employment, the

Board may terminate this Contract and remove the Chief, on behalf of the Board of Selectmen if said Board shall so vote upon recommendation of the Administrator and after written notice, hearing and vote by the Board of Selectmen of such action. In the event of such removal for just cause, the Town shall have no obligation to pay any severance sum.

(iii) By the Administrator without Cause: In the event the Administrator wishes to terminate this Contract without cause, as defined in Section 13(a)(ii) of this Contract, above, the Administrator, subject to ratification by the Board of Selectmen of such action, shall give the Chief notice of termination of the Contract and shall provide severance pay equal to three (3) months salary to the Chief. Said sum is to be paid as a lump sum at the time of termination.

(iv) By the Chief upon not less than sixty (60) days written notice to the Administrator. Until the effective date of termination under such circumstances, the Chief shall continue to perform his duties and shall, if requested, cooperate with the Administrator in a search for a successor.

14. Indemnification & Litigation

The Town shall defend, save harmless, and indemnify, without limitation, the Chief against any third-party tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act, or malfeasance or misfeasance, while the Chief is acting in good faith within the scope of his duties, even if such claim has been made following his termination from employment. The Town shall pay the amount of any settlement or judgment rendered thereon (except for willful, intentional, or criminal acts or civil rights violations) and may compromise or settle any such claim or suit and pay the amount of any compromise or settlement. In the event the Chief has left the service of the Town but has been called upon to provide testimony, document review or advice as an expert witness or party in litigation, the Town shall compensate the Chief on a per diem basis by the payment of \$500.00 per day for such services. The Town shall also pay the ordinary and necessary expenses of air and ground transport, lodging, meals, fees and sundry items relative thereto.

This section shall survive any termination of this Contract.

15. NOTICES:

Notices pursuant to this Contract shall be given personally in hand or by first-class mail, postage prepaid, addressed as follows, unless either party hereafter informs the other party in writing of a change of address:

TOWN: Town Administrator
Templeton Town Hall
160 Patriots Road
East Templeton, MA 01438

CHIEF: David T. Dickie
427 Dudley Road
Templeton 01468

Notice shall be deemed as given as of the date of personal service or as the postage mark of such written notice as sent by first-class mail.

16. Rights in Death

Upon the death of the Chief, the Town shall provide to and pay to his estate a final accounting and compensation for any accrued salary, unused absent leave, sick leave eligible to be sold back to the Town, and other benefits of value.

17. Parties Bound

This Contract shall be binding upon the successors, heirs, and assigns of the parties hereto.

18. Amendments

This Contract may be modified at any time in writing by the mutual consent of the parties executed in the same manner as this original Contract.

19. Entire Contract

The text herein contains the entire Contract of the parties. No prior understanding, oral interpretation, direction or change, unless executed in writing, shall be valid.

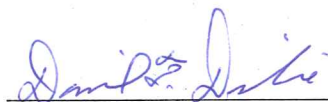
20. Interpretation of Contract

The Contract will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

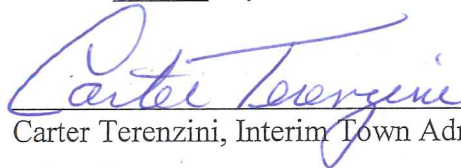
21. Severability

Should any clause or provision of this Contract determined to be illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and shall remain in full force and effect.

This Contract is executed as a sealed instrument this 27th day of March, 2017



David T. Dickie, Chief



Carter Terenzini, Interim Town Administrator

Presented to the Board of Selectmen on 03/13/2017 Acted Upon 03/13/2017

**Templeton Fire/EMS Department
Complement and Compensation Plan**

Position	#	Rate	Per
Chief	1	contract	year
Deputy Chief (call)	1	Salary	\$12,000
Director - EMS (captain)	1	\$23.00	hourly
Captain (call)	2	\$17.00	hourly
Lieutenant (call)	4	\$16.50	hourly
Firefighter/EMTP (career)*	4	\$22.00	hourly
Firefighter/EMTP (Per diem)	No limit	\$20.00	hourly
Firefighter/EMTP (call)	No limit	\$20.00	hourly
Firefighter/First Responder (call)	No limit	\$15.35	hourly
Firefighter/EMTB (call)	No limit	\$16.00	hourly
EMTB (call)	No limit	\$15.75	hourly
Probationary Firefighter (call)	No limit	\$15.00	hourly
Total All Members	50		
* EMT-P has 1 Yr to earn FFI/FFII (90% pay until fully certified)			
* EMT-B Incumbent Personal Rate at 90% until fully certified.			
Stipends			
On Call Officer		\$40.00	Per Night (12 hours)
On Call EMTB		\$20.00	Per Night (6 hours)
On Call EMTP		\$20.00	Per Night (6 hours)
Truck Steward*	5	\$90.00	Per Month
Sports Coverage**		\$30.00	Per Event

* Truck Steward eliminated 06/30/2017

** Sports coverage is billed to the school system. Coverage of requested sporting and other events required.

Exhibit A

D. Dickie Contract 03/27/2017

CIT.
DTD