

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 26th day of April, 2023 by and between the Town of Dighton, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter called the “Town”, acting by and through its Board of Selectmen, hereinafter called “Board” and Christopher J. Maguy of North Dighton, MA, hereinafter referred to as “Fire Chief”.

WITNESSETH:

WHEREAS, the Town desires to employ the services of Christopher J. Maguy as Fire Chief for the Town of Dighton under the powers and provisions of Section 42 of Chapter 48 of the Massachusetts General Laws and relevant Town Bylaws and policies of the Town.

WHEREAS, the Board desires to contract for the salary and benefits of said Fire Chief;

WHEREAS, the Board desires to obtain the services of the Fire Chief, and to provide an inducement for him to remain in such employment; and

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **DUTIES.** The Town hereby agrees to employ Christopher J. Maguy as Fire Chief of said Town and to perform the functions and related duties of said position, as specified in Section 42 of Chapter 48 of the Massachusetts General Laws and other applicable General and Special Laws of the Commonwealth, applicable Bylaws, Rules and Regulations, votes of the Board of Selectmen, votes of the Town Meeting, and the job profiles/descriptions/outlines and performance goals and objectives, as agreed upon and signed by both the Town and the Fire Chief, all of which as may be amended, rescinded and supplemented from time to time, and to perform such other legally permissible and proper duties and functions as the Town Administrator shall, from time to time, assign and/or are normally within the scope of duties and responsibilities performed by the person holding the position of Fire Chief in towns of the Commonwealth of Massachusetts.

Christopher J. Maguy shall perform faithfully, to the best of his ability, such duties and responsibilities as shall be assigned by the Board and including, without limitation, those set forth above and in the job description which is annexed hereto and incorporated herein by reference. Said responsibilities include the administration of the daily operations of the Fire Department, including the supervision of all department personnel, specifically all full-time and call fire-fighters/Emergency Medical Technicians (EMTs), and acting as the Emergency Management Director for the Town of Dighton.

2. **TERM.** This Agreement shall be effective for a period of three (3) years, beginning July 1, 2023 and ending on June 30, 2026, unless this Agreement is sooner terminated as herein provided for.

During the time of this Agreement, the Fire Chief shall, at no time, hold any other employment position nor maintain any other employment other than as set forth in this Agreement. This position of Fire Chief shall be the only occupation he shall have while employed by the Town, excluding the performance of fire details. During the time of this Agreement, the Fire Chief shall be able to work fire details not during regular work hours.

2. **COMPENSATION.** The Town agrees to pay the Fire Chief for services rendered under this Agreement, an annual base salary as follows, subject to applicable withholdings and deductions, and payable in installments at the same time as other employees of the Town are paid.

- a. Effective July 1, 2023, the Fire Chief shall receive an annual salary of \$127,499.
- b. Effective July 1, 2024, the Fire Chief shall receive an annual salary of \$131,324.
- c. Effective July 1, 2025, the Fire Chief shall receive an annual salary of \$135,264.

The Fire Chief shall also receive a two-and one-half percent (2 ½%) increase in base pay for his Associates Degree. Said stipend will be paid out in weekly installments and included in his base pay.

The Town shall reimburse the Fire Chief for eighty-five percent (85%) of the cost of his personal cell phone that will be used in his official capacity. The reimbursement rate will be reviewed annually on July 1 of each year of this contract. The Fire Chief shall include in the budget for the fire department an amount sufficient to cover the cost for monthly service for each fiscal year and related equipment costs.

The Fire Chief recognizes and agrees that he will not be entitled to any salary increases or benefits accorded to other Town employees, unless the Parties agree to the same by an amendment to this Agreement.

3. **HOURS OF WORK.** It is recognized that, in order for the Fire Department to function effectively, the Fire Chief's duties will require will require that he work hours not necessarily associated with a typical forty (40) hour per week, eight (8) hour work day. It is expected that the Fire Chief will spend such time as necessary that his employment obligations under this contract are met.

Whenever the Chief is going to take a vacation, leave or absence, a medical leave of absence, or any similar leave, he shall designate an officer within the Department's command staff to fulfill duties outlined in this Agreement in his absence.

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 additional time worked outside of regular work hours, aside from what is specifically outlined in this Agreement.

4. **VACATION.** The Fire Chief shall be entitled to five (5) weeks' vacation with pay during each year of the term of this contract, exclusive of legal holidays, to be made available on July 1 of each year. If the Employment Agreement with the Fire Chief is terminated on or prior to its expiration, payment for unused accrued vacation time shall be made on a pro-rated basis. Vacation time is not cumulative and must be used. In the event that the Fire Chief is unable to use him vacation by the end of the fiscal year, he may request to carry forward to the next fiscal year up to but not to exceed two (2) weeks' vacation time. The Fire Chief shall not take more than two (2) weeks of vacation consecutively unless a longer period of time is agreed to by the Board in advance.
5. **SICK LEAVE.** Sick leave shall consist of one (1) day per month, not to exceed twelve (12) days per year. There shall be no cap on accrual of sick leave for the Fire Chief. Sick leave shall not be paid out upon separation, except for retirement. Upon retirement, the Town agrees to buy-out one hundred (100%) of accumulated sick leave at a regular rate of hourly pay being received at the time of said retirement up to a maximum amount of \$20,000.
6. **PERSONAL LEAVE DAYS.** The Fire Chief shall receive five (5) personal days per year. Personal days are not cumulative and cannot be carried forward to another fiscal year. Unused personal days shall not be compensated.
7. **BEREAVEMENT LEAVE.** Bereavement Leave without loss of pay shall be granted for death in the immediate family up to three (3) days. These days are to be used within ten (10) days of death unless funeral or burial is postponed:

Mother-in-Law	Father-in-Law
Grandparents	Grandchildren
Son-in-Law	Daughter-in-Law
Brother-in-Law	Sister-in-Law

Up to five (5) working days:

Mother	Father	Stepchild
Sister	Brother	Stepparents
Child	Spouse	Person living in Household
Grandchild (if grandparent is guardian)		

Up to two (2) working day for all other relatives (Aunt, Uncle, Niece, Nephew and Cousin).

8. **JURY DUTY.** In the event the Fire Chief is required to perform jury duty, he shall receive leave with pay for the duration of such duty. The Fire Chief shall be paid the difference between the jury duty pay, exclusive of mileage and expenses, and his regular compensation.
9. **UNPAID LEAVE.** Unpaid leave may be granted to the Fire Chief at the Board's sole discretion for any period or periods of absence which are not covered by any paid leave provided for

hereunder.

10. **HOLIDAYS.** The Fire Chief shall be excused from work without loss of pay on the following holidays and any other holiday declared by the Governor, the General Court or the Board:

New Year's Day (January 1)	
Martin Luthim King Day	Columbus Day (second Monday in October)
President's Day (third Monday in February)	Veterans' Day
Patriot's Day (third Monday in April)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve (1/2 day)
Independence Day	Christmas Day
Labor Day	

The Fire Chief shall also receive any other holidays granted to non-union employees.

If a holiday falls on a Saturday, the preceding workday shall be the designated holiday. If a holiday falls on a Sunday, the following Monday shall be the designated holiday.

11. **GROUP HEALTH AND LIFE INSURANCE.** The group health insurance plan and the group life insurance plan provided by the Town for its employees shall be available to the Fire Chief. The Town will continue to pay the current percentage in health care coverage currently provided for union and non-union employees.

12. **PROFESSIONAL DEVELOPMENT.** The Town will recognize its obligation to Professional Development of the Fire Chief and agrees that he shall be given adequate opportunities to develop his skills and abilities. The Fire Chief is expected to participate in the Bristol County Chiefs of Fire Association and the Fire Chief's Association of Massachusetts. The Fire Chief will be reimbursed by the Town for all reasonable expenses, including travel expenses, incurred while attending or traveling to the aforementioned professional development conferences.

The Town also agrees to pay for travel and subsistence expenses of the Fire Chief for short courses, institutes and seminars related to annual in-service training and obligations that, in reasonable judgement are necessary for his professional development. While the Town agrees to budget for pay and travel assistance related to said professional development, participation in such events are subject to budget allocation.

The Fire Chief agrees to reimburse the Town for the costs of any such courses, institutes, seminars or related higher education training if the Fire Chief proposes to terminate this Employment Agreement prior to its expiration.

13. **AUTOMOBILE.** The Town of Dighton shall provide a Fire department vehicle for use by the Fire Chief. All attendant operating and maintenance costs, as well as fuel costs, related to the

vehicle shall be paid by the Town. The Fire Chief shall be allowed use of the vehicle at all times in accordance with applicable Town of Dighton policy(ies).

14. **UNIFORM ALLOWANCE.** The Fire Chief shall annually be eligible for up to one thousand two hundred and fifty dollars (\$1,250) in reimbursement for uniforms and related costs for equipment and expenses. The Town agrees to allow Fire Chief to use a portion of the clothing allowance to purchase clothing that may be worn by the Fire Chief at civic functions, including town meetings and events, that fall within the scope of employment for the Fire Chief.

15. **PERFORMANCE EVALUATION.** Annually, the Town Administrator and the Fire Chief shall define such goals and performance objectives, and the Fire Chief's role in the attainment of such goals and objectives, which they determine necessary for the proper operation of the Town and attainment of the Town's policy objectives. The Town Administrator shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The Fire Chief shall prepare and submit for the Town Administrator's approval goals and objectives which shall be signed by both parties and shall be attached to and become a part of this agreement.

The Town Administrator shall review and evaluate the performance of the Fire Chief who shall have the right to make a written response to such evaluation. The written evaluation and the response shall be filed in his personnel file.

16. **INDEMNIFICATION.** The Town shall provide indemnification and legal defense for the Fire Chief in accordance with M.G.L. c. 258. To the extent not otherwise prohibited by law said indemnification and legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Fire Chief, so long as the Town would have been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment not have been terminated. The Fire Chief shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to said claim.

17. **DEATH, BURIAL, FUNERAL.** In the event of death of the Fire Chief during the time of his employment, the Town shall pay to Maguy's estate all compensation which would have otherwise been payable to him up to the date of his death, including but not limited to payment for any unused leave days in accordance with the provisions of this Agreement.

The Town shall pay for reasonable funeral and burial expenses for the Fire Chief if killed in the line of duty up to fifteen thousand dollars (\$15,000) subject to posthumous town meeting appropriation, in accordance with Section 100 G 1/4 of Chapter 41 of the Massachusetts General Laws.

18. **SUSPENSION AND TERMINATION.**

- A. Suspension. The Town may suspend the Fire Chief for cause in accordance with Section 42 of Chapter 48 of the Massachusetts General Laws, without pay, at any time during the term of this Agreement. Paid administrative leave shall not be considered a suspension under this Agreement, and the Town retains the right to place the Fire Chief on such leave for any reason.
- B. Termination. The Fire Chief may be removed by the Board of Selectmen for cause. In accordance with Section 42 of Chapter 48 of the Massachusetts General Laws. If any such removal is intended by the Board, the Fire Chief shall be given thirty (30) days written notice thereof containing the cause or causes for the proposed removal. He shall be given a hearing before the Board at which he may be represented by Counsel, present evidence, and call witnesses to testify on his behalf.
- C. In the event the Fire Chief voluntarily resigns his position with the Town before expiration of the term of employment provided for herein, the Fire Chief shall give the Town one (1) month notice in advance unless the parties otherwise agree. In the event the Fire Chief voluntarily resigns, he shall not be eligible for severance benefits.
- D. Nothing shall prevent the Town from undertaking the termination of the Fire Chief for cause in accordance with Section 42 of Chapter 48 of the Massachusetts General Laws at such time as the Fire Chief is under suspension.

19. **RENEWAL OF AGREEMENT**. This agreement will not renew automatically. This Agreement shall terminate at the end of said term unless it is extended for an additional term of a year or years by the Board. If the Board does not intend to renew the Fire Chief's contract, the Fire Chief shall be given ninety (90) days written notice thereof containing the cause or causes for the proposed non-renewal. He shall be given a hearing before the Board at which he may be represented by Counsel, present evidence, and call witnesses to testify on his behalf. In the event the Fire Chief is not interested in a renewal of the Agreement, he shall give the Board written notice of such fact at least ninety (90) days prior to the end of the term. In the absence of the aforementioned written notice from the Board or the Fire Chief referenced in this paragraph, this Agreement shall terminate at the end of its present term as set forth herein.

20. **ENTIRE AGREEMENT**. This Agreement embodies the whole agreement between the Town and the Fire Chief and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except by writing signed by the party against whom enforcement thereof is sought.

21. **SEVERABILITY CLAUSE**. If any paragraph or provision of this Agreement is invalid or deemed illegal or unenforceable, it shall not affect the remainder of the Agreement, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in duplicate on the day and year first above written.

BOARD OF SELECTMEN

TOWN OF DIGHTON

EDC

Nick Mella

Donald E. Eberle

Fire Chief

Chris Maguy

Christopher J. Maguy