

Employment Contract

Whereas, Massachusetts General Law, Chapter 41, §108O, authorizes the Town Manager to establish an Employment Contract providing for the salary, fringe benefits, and other conditions of employment for the Fire Chief; and

Whereas, the Town Charter authorizes the Town Manager to develop and administer a personnel system, and to fix the compensation of all Town employees except those under the jurisdiction of the School Committee; and

Whereas the Town Manager and Fire Chief Dennis X. Condon desire to enter into such a Contract;

Now therefore, the parties agree to the following:

Section 1 Conflict with Existing Law

- 1.1 M.G.L. chapter 41 §97A Unless and until the Town votes otherwise, the Fire Chief is guided by the provisions of M.G.L. Chapter 48 Section 42A and 43. As such, he will also be fulfilling the position of Forest Warden.
- 1.2 Personnel Policy The terms of this Employment Contract shall prevail over any conflicting provisions of any personnel policy promulgated by the Town. Personnel Policies not in conflict with this Contract shall continue to apply to the Fire Chief.

Section 2 Hours of Work

The Fire Chief will devote full time and attention to the business of the Town. The Chief agrees to devote that amount of time and energy reasonably necessary for him to faithfully perform the duties of Fire Chief. It is recognized that the Fire Chief must devote a great deal of time outside normal office hours to the business of the Town, and, to that end, the Fire Chief shall be allowed to adjust his work schedule as he shall deem appropriate during said normal office hours and at such time when the Chief reasonably determines such work schedule will have the least impact on departmental operations.

Section 3 Compensation

- 3.1 Base Salary The Fire Chief is not subject to the classification and compensation provisions of the Town and his base salary shall be governed by this agreement. The base salary shall be considered to be all-inclusive and no other additional payments will be made.

Effective December 9, 2017	\$181,313
Effective December 9, 2018	\$189,472
Effective December 9, 2019	\$197,051
Effective December 9, 2020	\$204,933
Effective December 9, 2021	\$213,130

With the exception of the retroactive pay increase for December 9, 2017, it is understood that

changes in base pay will be effective as of the second semi-monthly pay period of December.

- 3.2 Performance Review The Town Manager shall annually review the performance of the Fire Chief. At that time, accomplishments from the prior year will be identified and objectives for the coming years will be established.
- 3.3 Death During Employment If the Fire Chief dies during the term of this Agreement, the Town shall pay to the Chief's estate all the compensation which would otherwise be payable to the Fire Chief up to the date of his death, including, but not limited to, payment for any unused vacation and personal days, and non-occupational sick leave buy-back in accordance with Section 4.6 of this Agreement. Such payment will be made payable to the deceased in accordance with IRS regulations.
- 3.4 Employer Contribution to 401(a) Plan Deferred Compensation Plan the Town will make an annual payment of 2% of base pay to the 401A deferred compensation plan offered by the Town and elected by the Fire Chief.

Section 4 Leave Benefits

- 4.1 Leave Without Pay The Fire Chief shall be entitled to leave without pay as necessary in accordance with the provisions of the Unpaid Leave of Absence Policy, #305, dated July 1, 2000, as amended.
- 4.2 Civic Duty Leave The Fire Chief shall be entitled to Civic Duty Leave, as necessary, in accordance with the provisions of the Civic Duty Leave Policy, #301, dated July 1, 2000, as amended. It is understood that in the event that the Chief must appear in Court on behalf of the Town of Needham, such appearance shall be considered regular work time.
- 4.3 Bereavement Leave The Fire Chief shall be entitled to Bereavement Leave, as necessary, in accordance with the provisions of the Bereavement Leave Policy, #304, dated July 1, 2000, as amended.
- 4.4 Personal Leave The Fire Chief shall be entitled to Personal Leave in accordance with the provisions of the Personal Leave Policy, #316, dated July 1, 2000, as amended.
- 4.5 Injury on Duty The Fire Chief shall be entitled to Injury on Duty pay and benefits in accordance with the Fire Chief Injury on Duty Policy, #418, dated September 10, 1996, as amended.
- 4.6 Non-Occupational Sick Leave The Fire Chief shall be entitled to and bound by all sick leave provisions, including accrual, use, extended sick leave, medical verification, and fitness for duty, contained in the Non-occupational Sick Leave policy, #303, dated April 1, 2008, as amended.

4.6.1 In the event that the Fire Chief terminates employment with the Town by retirement, disability, or death, he shall be entitled to a cash payment upon termination at his current rate of pay for twenty-five percent (25%) of his non-occupational sick leave bank.

4.6.2 In lieu of the lump sum payment referenced in section 4.6.1, The Fire Chief may elect to

buy-back five percent (5%) of his non-occupational sick leave bank as of June 1 each year at the hourly rate of \$102.46 (the FY2022 rate). The Fire Chief may elect to receive a cash payment or have the Town deposit all or a portion of the amount into his 401A Plan. The Fire Chief may elect to receive the five percent (5%) payment each year or any combination of years; however, the maximum sick leave buy-back payment by the end of the contract term shall remain twenty-five percent (25%).

- 4.7 Vacation The Fire Chief shall receive vacation benefits in accordance with the Vacation Policy (#310) dated July 17, 2008, as amended.
- 4.8 Holidays The Fire Chief shall receive time off on each recognized holiday in accordance with the Holiday Leave and Holiday Pay Policy, #314, dated July 1, 2000, as amended.

Section 5 Benefits

- 5.1 Professional Development The Fire Chief is encouraged to take advantage of the latest developments in the field of public safety and the fire service. The Chief will be allowed to maintain membership and hold office local and international professional associations, including the International Associations of Fire Chiefs. The annual dues in these Associations, and other professional organizations, as well as the expenses related to conferences and meetings shall be considered as normal business expenses to be proposed in the Department budget and charged to the Town. In this regard the Town agrees, subject to appropriation by Town Meeting, to budget appropriate and reasonable finances for travel and expenses related to the attendance of the Fire Chief at the annual conference of the International Association of Fire Chiefs, and short courses, institutes and seminars that in his reasonable judgment, are necessary for his professional development. Such time spent in the foregoing activities shall be considered as time worked; however, the Fire Chief recognizes that his primary responsibility is to the Town of Needham Fire Department. Attendance at professional development activities will be limited and/or scheduled in such a manner that they do not impact in an adverse manner upon the Chief's professional responsibilities. In this regard, the Chief shall be subject to the provisions of the Membership in Professional Associations Policy, (#405), dated December 13, 2000, and the Travel Expense Reimbursement Policy (#510), dated July 11, 2008.
- 5.2 Membership in the Retirement System The Town of Needham agrees that the Fire Chief shall be entitled to continue as a member of the Town of Needham Contributory Retirement System (in accordance with the provisions of M.G.L. c. 32) under the same terms and conditions in effect on the effective date of this Agreement, or as these provisions may be hereafter amended. Upon retirement, the Fire Chief shall be entitled to all benefits available to other retired employees of the Town of Needham.
- 5.3 Automobile Use The Town shall provide a vehicle for use by the Fire Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used exclusively by the Fire Chief in connection with the performance of his duties as Fire Chief and for his professional growth and development. Since the Chief is on-call in the event of emergency, he may use the vehicle for personal reasons. All use of the vehicle is restricted to travel in New England and New York, unless approved in advance by the Town Manager. The Fire Chief is subject to the other aspects of the Town's Vehicle Use Policy, dated March 10, 1997 and as may be revised, which are not in conflict with this section. If the Massachusetts Public Employee

Retirement Administration Commission determines that the value of the personal use of this automobile shall be included as part of the Fire Chief's regular compensation for the purpose of determining retirement benefits, then for the purpose of this calculation, it shall be determined that twenty-five percent of the vehicle use shall be considered personal use.

- 5.4 Indemnification The Town of Needham shall defend, save harmless, and indemnify the Fire Chief against any tort, professional liability 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, provided that the Fire Chief acted within the scope of his official duties. 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. Under such circumstances, the Town of Needham shall select the attorney. This Section shall survive any termination of this Agreement.
- 5.6 Outside Employment Subject to the approval of the Town Manager, the Fire Chief may accept outside employment (e.g., teaching, consulting, etc.) only to the extent that such assignments do not interfere in any way with the performance of his duties with the Needham Fire Department.
- 5.7 Personal Cell Phone Reimbursement The Fire Chief shall be entitled to \$50 per month reimbursement for use of his personal cell phone upon submission of appropriate documentation.

Section 6 Drug and Alcohol Testing

The Fire Chief shall be subject to any drug and alcohol testing requirements as may be negotiated for other firefighters in the Department.

Section 7 Removal, Retirement and Resignation

- 7.2 Nothing in this Agreement shall preclude the Fire Chief from retiring or resigning during the period of this contract. However, the Town reserves the right to limit vacation use in the event that the Fire Chief retires or resigns prior to the expiration of this Agreement. If the Fire Chief resigns or retires voluntarily before the expiration of this contract, he agrees to give 30 days written notice in advance, unless there is an agreement in writing between the Fire Chief and the Town Manager to the contrary.
- 7.3 Removal and Severance In accordance with Section 20(f) of the Town Charter, the Town Manager, with the approval of the Board of Selectmen, may remove the Fire Chief with or without cause, but only after a joint hearing held by the Town Manager and the Board of Selectmen, which shall not be a public hearing and shall not be subject to appeal or review. In the event that the Town Manager removes the Fire Chief without cause, the Town shall provide severance pay in the amount of one week's pay for each year of continuous service. Such severance shall be the Chief's sole entitlement other than wages or the payment of accrued leave to which he would otherwise be entitled, and will be payable only upon receipt of a full and general release to the Town and its employees and agents.

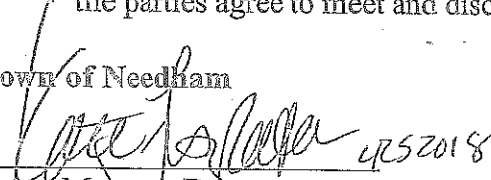
Section 8
Duties of Position


The duties of the position of Fire Chief shall be those listed on the attached job description dated 12/2016. The Fire Chief shall also serve as the Director of Emergency Management.

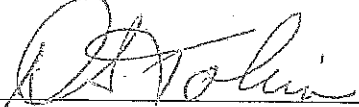
Section 9
Effect of Agreement

- 9.1 The Agreement shall take effect as of December 9, 2017, and shall continue in full force and effect through November 30, 2022.
- 9.2 This contract represents the entire agreement between the parties relating to the wages and benefits of the Fire Chief.
- 9.3 Any changes, amendments, and/or modifications to this Agreement shall be in writing and shall be executed by both parties.
- 9.4 Law Governing This Contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.
- 9.5 Severability of Provisions If any clause of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby, and the parties agree to meet and discuss appropriate substitute provisions.

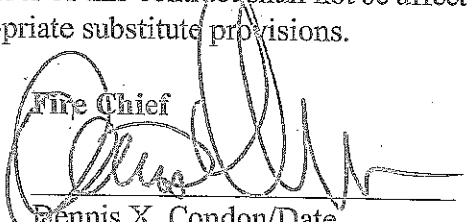
Town of Needham


Town Manager/Date


Chairman, Board of Selectmen/Date


Approved as to Form/Town Counsel/Date

Fire Chief


Dennis X. Condon/Date