

TOWN OF BOXBOROUGH FIRE CHIEF CONTRACT

Agreement made this 24th day of June 2014, by and between the Town of Boxborough, Massachusetts (hereinafter "TOWN") and Randolph T. White (hereinafter "WHITE"). References to "employees of the Town" exclude those employed by the School Committee and union employees.

Whereas, the TOWN wishes to secure the services of WHITE in the administration of the Fire Department; and

Whereas, WHITE is willing to perform the duties of the position of Fire Chief, Fire Warden and Emergency Management Director according to the terms and conditions of this contract;

Now, therefore, the TOWN and WHITE hereby agree, pursuant to M.G.L. Chapter 41, Section 108O, that the following terms and conditions shall govern the employment and salary and benefits payable under this contract to which WHITE shall be entitled as Fire Chief, pursuant to M.G.L. Chapter 48, Section 42 and any successive acts and as authorized by vote of the Board of Selectmen, Town Meeting vote, or Massachusetts General Laws.

TERM - The term of this contract shall be for a period of fifty months, effective July 1, 2014 through August 31, 2018.

APPROPRIATION – The terms of this Agreement shall be subject to annual appropriation by Town Meeting.

COMPENSATION – WHITE shall receive the sum of ninety-three thousand three hundred and seventy-eight Dollars (\$93,378) as salary for the period July 1, 2014 to June 30, 2015. WHITE shall receive the sum of ninety-seven thousand one hundred and thirteen dollars (\$97,113) as salary for the period July 1, 2015 to June 30, 2016; the sum of one hundred thousand nine hundred and ninety-eight dollars (\$100,998) as salary for the period July 1, 2016 to June 30, 2017; the sum of one hundred five thousand and thirty-eight dollars (\$105,038) as salary for period July 1, 2017 to June 30, 2018 and the sum of seventeen thousand five hundred and seven dollars (\$17,507) for the period July 1, 2018 to August 31, 2018. All salary increases shall be contingent upon a performance review of at least "meets requirements".

In addition, the TOWN agrees that it shall not at any time during this contract reduce the salary, compensation, or other benefits for WHITE, except to the extent that such reduction is evenly applied across-the-board for all employees of the Town.

KEY RESPONSIBILITIES are set forth in the Fire Chief job description that may be amended, as necessary, by the Board of Selectmen. The Fire Chief shall perform the duties specified in the job description and such other duties as the Board of Selectmen shall from time to time legally assign to the Fire Chief.

HOURS OF WORK - WHITE agrees to devote that amount of time and energy which is reasonably necessary to faithfully perform the duties of Fire Chief under this contract. WHITE will devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the approval of the Board of Selectmen. A time card must be submitted for weeks in which paid leave is taken. It is recognized that the Fire Department is a 24 hour / 7 day operation and WHITE must devote a great deal of time and effort outside normal office hours to the TOWN. Accordingly, WHITE will be allowed to take reasonable amounts of time off as he shall deem appropriate during said normal office hours.

IDEMNIFICATION - The TOWN agrees to defend, save harmless and indemnify WHITE against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of his duties as Fire Chief for the Town of Boxborough, 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 may compromise and settle any such claim or suit and will pay the

amount of any settlement or litigation costs, incidental expenses, and judgments rendered thereon without recourse to WHITE.

This section shall survive the termination of this agreement.

INSURANCE - The TOWN agrees to furnish at its expense, professional liability insurance for WHITE with liability limits of One Million Dollars (\$1,000,000.00).

HEALTH INSURANCE, DISABILITY INSURANCE, VACATION, HOLIDAYS, SICK LEAVE, and OTHER PAID LEAVE

WHITE shall be eligible for a health insurance policy, similar to other Town employees. The TOWN shall pay the same percent of the premiums as it does for other Town employees and WHITE shall pay the remaining percentage.

The TOWN shall provide a supplemental life insurance policy of \$10,000 for WHITE, similar to other Town employees. The TOWN shall pay the same percent of the premiums as it does for other Town employees and WHITE shall pay the remaining percentage.

The TOWN shall provide a long-term disability insurance policy for WHITE, similar to other Town employees. The TOWN shall pay the same percentage of the premiums as it does for other Town Employees and WHITE shall pay the remaining percentage. The TOWN agrees to contribute toward the cost of such insurance programs at an amount or percentage not less than the highest applicable amount or percentage available to other employees of the Town.

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As a sworn Fire officer, WHITE shall be entitled to injured-on-duty benefits as provided in M.G.L. Chapter 41 Section 111F.

VACATION, SICK & OTHER LEAVE - WHITE shall be entitled to five (5) weeks vacation annually. Vacation shall accrue at the rate of sixteen and sixty-seven one-hundredths (16.67) hours per month. WHITE may borrow up to eighty (80) hours of vacation leave on or after July 1; however, WHITE must repay time taken that was not accrued if employment is terminated. No more than two hundred (200) hours of vacation leave may be carried forward into a new fiscal year. Payment for accrued vacation leave will be made upon termination, resignation, disability, or death.

HOLIDAYS – WHITE shall receive the following paid holidays, and is not expected to report to work on:

- | | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veterans' Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

Compensation for work on holidays will conform to M.G.L. Chapter 48, Section 57E.

Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday; whenever any of the holidays above falls on Sunday, the following Monday shall be observed as the holiday.

In addition WHITE shall receive ten (10) days sick leave per fiscal year and any other leave granted by the TOWN in amounts not less than the highest amount available to other employees of the Town under the then effective Personnel Administration Plan. Unused sick leave remaining at the expiration of this Agreement shall carry over, in accordance with Town policies, and be credited to WHITE if this Agreement is extended.

WHITE shall receive three (3) personal leave days each fiscal year.

WHITE shall receive bereavement leave, jury duty leave, military leave, court appearance leave, FMLA and Small Necessities leave under the same allowances provided for other Town employees in the Town Personnel Plan.

UNIFORM ALLOWANCE - The TOWN will provide to WHITE a complete set of NFPA compliant personal protective gear to include: turnout coat, turnout pants, hood, boots, mask, gloves, suspenders, and helmet. Gear shall be properly sized and replaced as deemed necessary. WHITE shall procure as needed a PASS device, flashlight and charger, and tone alert radio pager and charger.

The TOWN will also allot WHITE a uniform allowance of Nine Hundred Fifty Dollars (\$950.00) each fiscal year. Additionally, the TOWN shall pay for the cleaning of uniforms in an amount not to exceed Five Hundred Dollars (\$500.00) per fiscal year. WHITE's station wear and Class A uniform shall be maintained or replaced through the uniform allowance. Allotment monies not used may not be carried into the next fiscal year.

Upon termination of employment all usable equipment, gear, and uniforms shall be turned in to the TOWN.

All other general provisions of the Town's bylaws relating to fringe benefits shall also apply to the Fire Chief as they apply to other employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Fire Chief, except as otherwise provided in this agreement.

PROFESSIONAL DEVELOPMENT, DUES and SUBSCRIPTIONS - The TOWN shall pay reasonable amounts for dues and attendance at professional development meetings, including those sponsored by the International Association of Fire Chiefs, Fire Chiefs Association of Massachusetts, National Fire Academy, Massachusetts Fire Fighting Academy, and other applicable programs, all within department professional-development budgeted amounts as approved annually by Town Meeting. Travel outside New England must be approved during the budget process.

VEHICLE - The TOWN shall provide WHITE an unmarked fire vehicle and pay for all attendant operating and maintenance expenses and insurance. The vehicle is to be used by WHITE in connection with performance of his duties as Fire Chief and/or for his professional growth and development. Since the Fire Chief is always on call, WHITE may drive the vehicle for personal reasons, including vacation, except for periods during which WHITE would NOT be reasonably expected to respond to an incident or event.

DISCIPLINE OR DISCHARGE - During the term of this contract, the TOWN may discipline or discharge WHITE only for just cause upon the majority vote of the duly elected Board of Selectmen. WHITE shall have the right to a pre-disciplinary or pre-discharge hearing and he shall be entitled to receive written notice of the charges against him at least 14 calendar days prior to the hearing. WHITE shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. WHITE, at his own expense, shall have the right to be represented by counsel or a representative of his choosing. The principles of progressive discipline will apply, and the TOWN recognizes its obligation to provide WHITE with periodic performance evaluations at least once per year.

For the purpose of discipline or discharge, the definition of just cause includes, but is not limited to, the following:

- a) Malfeasance - defined as wrongdoing or misconduct by a public official or the commission of an act that is positively unlawful.
- b) Misfeasance - defined as the doing of a lawful act in an unlawful or improper manner so that there is an infringement on the rights of others.
- c) Nonfeasance - defined as the failure to do what duty requires to be done.

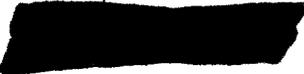
SEVERANCE - In the event the Board of Selectmen wishes to terminate the agreement prior to the end of the term, for other than just cause, the TOWN shall pay WHITE a lump sum equivalent to twelve months of his base salary, any unused accrued vacation he may have at the time and the Town's portion of his health and life

insurance benefits for a twelve (12) month period following termination. In the event that the Board of Selectmen wishes to exercise its right to terminate WHITE's employment under this provision, the Board of Selectmen will meet with WHITE for the purpose of explaining any reason(s) for its desire to do so.

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

NOTICES - Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addresses as follows:

TOWN: Chairman of the Board of Selectmen
29 Middle Road
Boxborough, MA 01719

Fire Chief: Randolph T. White


Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service, or the U.S. postmark on written notice.

LAW GOVERNING - This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

SEVERABILITY OF PROVISIONS - If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of the contract shall not be affected thereby.

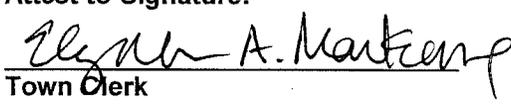
GENERAL PROVISIONS - The Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Fire Chief.

IN WITNESS WHEREON, the parties hereunto have set their hands and seals to the instrument the date and year first above written, and have executed this Agreement in duplicate.



Randolph T. WHITE

Date: 06/24/14

Attest to Signature:


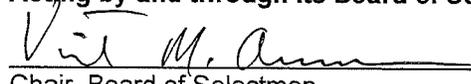
Town Clerk

Date: 6/24/14

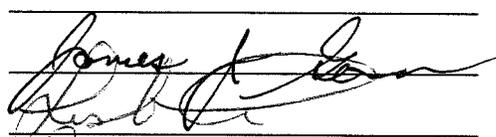
Approved as to Legal Form by:

Town Counsel

Date: _____

Town of Boxborough
Acting by and through its Board of Selectmen
 6/16/14

Chair, Board of Selectmen





Date: June 16, 2014

Certified that there is appropriation in Account 329, to fund this Contract.



Town Accountant

Date: 6/24/14