

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 15th day of February, 2021, by and between the Town of Ashland (hereinafter referred to as the "TOWN"), Commonwealth of Massachusetts, a municipal corporation, acting by and through its Town Manager, and Keith Robie (hereinafter the "Employee" or "Fire Chief").

WHEREAS, the Town is desirous of securing the services of the Employee as Fire Chief in the administration of the Fire Department; and

WHEREAS, the Town and the Fire Employee voluntarily enter into this Agreement pursuant to the authority granted under G.L. c. 41, §1080; and

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

WHEREAS, the EMPLOYEE is a uniformed member of the fire department, and as such, remains covered under G.L. c. 32, §§94 and 94A;

NOW, THEREFORE, the Town and the Employee hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this Agreement to which said Employee shall be entitled as Fire Chief.

1. DUTIES

The Fire Chief shall have charge of extinguishing fires in the town and the protection of life and property in case of fire. He shall be responsible for enforcement of all statutes, bylaws, regulations or codes applicable to the fire department. He shall purchase, subject to the approval of the Town Manager, and keep in repair all property and apparatus used for and by the fire department. He shall make all rules and regulations for its operation, and shall be responsible for the daily operation of the fire department, with the exception of appointment or removal of employees of the fire department, which shall be the

purview of the Town Manager, pursuant to the Town of Ashland Charter. The duties of the Employee shall be more specifically delineated in the job description and will include acting as the Town of Ashland's *Emergency Management Director*.

2. HOURS OF WORK

Due to the unique nature of the public safety management function, it is understood and agreed that in order to properly perform the job required, the Employee may have to expend additional time beyond the normal work day, and the Employee agrees to do same 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 hour for hour additional compensation for said additional time.

3. INDEMNIFICATION

The Town agrees that the Town shall defend, save harmless and indemnify the Employee 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 Employee's duties as Fire Chief of the Town. Consistent with applicable laws applying to municipal Employees in general, and fire emergency medical service (EMS) in particular, and the Town's insurance policies, the Employee shall be indemnified from personal financial loss and expenses, including legal fees and costs, if any, in an amount not to exceed \$1,000,000 arising out of any claim, action award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission occurring in the performance of the Employee's duties on behalf of the Town which constitutes a violation of the Civil Rights of any person under any federal or state law provided the Employee was acting within the scope of his official duties of employment and provided no indemnification for a violation of such rights shall occur if the Employee acted in a grossly negligent, willful or malicious manner.

4. INSURANCE

A. *Professional Liability*

The Employee shall be indemnified in accordance with Massachusetts General Laws, Chapter 258, Section 13, and shall be covered by the Town's liability insurance policies, with liability limits of not less than One Million (\$1,000,000.00) Dollars.

B. *Miscellaneous*

The Employee shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible.

C. *Injured on Duty*

As a sworn fire/EMS officer, the Employee shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

5. PROFESSIONAL DEVELOPMENT

The Town recognizes its obligations to the professional development of the Employee, and agrees that the Employee shall be given adequate opportunities to develop his skills and abilities as a Fire Chief and administrator. Therefore, the Town will, subject to annual appropriation, provide funds for membership and subscriptions in appropriate professional organizations, including costs of attending state and national meetings, including, but not limited to: the Fire Chiefs Association of Massachusetts and the International Association of Fire Chiefs.

The Town further agrees to pay for the registration, travel and subsistence expenses of the Fire Chief for short courses, institutes, seminars, and conferences that are reasonably necessary for his professional development. Such attendance shall be without loss of vacation or other leave.

The above shall be subject to the prior approval of the Town Manager and subject to a fifteen (15) day combined cap per fiscal year, unless otherwise agreed to, but such approval shall not be unreasonably withheld.

6. DEATH DURING TERM OF EMPLOYMENT

If the Employee dies during the term of his employment, the Town shall pay to the Employee's estate all the compensation which would otherwise be payable to the Employee up to the date of the Employee's

death, including, but not limited to, unused vacation, and holidays. No compensation or benefits that would have been earned or accrued from the date of death to the expiration date of this agreement shall be owed to the Employee's estate.

7. DISCIPLINE OR DISCHARGE

- A. It is agreed that the Employee can be disciplined or discharged only for just cause, upon proper notice and only after hearing at which the Employee shall have the right to be represented by counsel.
- B. The Town may discipline (up to and including termination) the Employee at any time for malfeasance. Upon termination for malfeasance under the provisions of this paragraph the parties will only be obligated to the extent explicitly agreed to hereunder, and the remainder of this Agreement shall be void and without recourse to the parties. For purposes of this Agreement "malfeasance" is defined as felonious criminal misconduct or such other similar intentional or deliberate acts involving moral turpitude, whether or not such acts are committed in the course of the Employee's employment with the Town. Nothing in this paragraph will be construed to abridge or curtail the Employee's Constitutional rights to privacy.
- C. The Employee shall be considered discharged upon nonrenewal of this Agreement.

8. COMPENSATION

- A. The TOWN shall pay the Employee, effective December 15, 2020, an annual salary of \$144,651 (prorated) through June 30, 2021.
 - a. Effective July 1, 2021, the Town agrees to pay the Fire Chief for services rendered under this Agreement an annual base salary of \$148,990 (a 3% increase), subject to applicable withholdings and deductions, payable in installments at the same time as other employees are paid, as long as there is not an unsatisfactory performance review.
 - b. Effective July 1, 2022, the Town agrees to pay the Fire Chief for services rendered under this Agreement an annual base salary of \$153,460 (a 3% increase), subject to applicable

withholdings and deductions, payable in installments at the same time as other employees are paid, as long as there is not an unsatisfactory performance review.

- c. Effective July 1, 2023, the Town agrees to pay the Fire Chief for services rendered under this Agreement an annual base salary of \$158,064 (a 3% increase), subject to applicable withholdings and deductions, payable in installments at the same time as other employees are paid, as long as there is not an unsatisfactory performance review.

Such salary is inclusive and in lieu of any of the following: base salary, education pay and annual holiday pay. Said salary shall be carried forward to subsequent years of the Agreement, and the Employee shall not be entitled to any salary increases or benefits accorded to other town Employees, unless the TOWN agrees to same by an amendment to this Agreement.

- B. The Employee shall be eligible for the paramedic stipend afforded to all the other employees of the Ashland Fire Department.
- C. The Town shall provide the Fire Chief with a fire vehicle in good and safe operating condition for the Fire Chief's use in the performance of his duties and includes personal use. This vehicle is to be operated solely by the Employee. The Town shall be responsible for paying all expenses arising from or relating to the motor vehicle including but not limited to gas, service, maintenance, inspection, insurance, repairs and / or replacement of the motor vehicle. A transponder will be provided with the vehicle for official use in paying tolls, etc.
- D. If the Employee's assigned town vehicle should be disabled and no other official fire vehicle is available, the Employee may utilize his personal vehicle and be reimbursed for actual mileage at a rate not less than that paid to other town employees.

9. **BENEFITS**

A. *Vacation*

The Employee shall be granted and entitled to thirty (30) days of vacation annually, beginning on July 1 of the contract year.

Vacation days may be used singularly or consecutively, such days off being subject to the needs of the department. The Employee shall notify the Town Manager if he intends to be on vacation or otherwise absent from his duties for three (3) or more consecutive days.

The Employee shall be compensated for his then current balance of vacation leave upon separation from the Town.

B. Sick Leave

The Employee shall be permitted to carry over all unused sick leave accumulated as of December 15, 2020. The Employee shall receive fifteen (15) days on July 1, 2021 and on July 1st of each year he remains employed by the Town. Sick leave days are not eligible for buy back upon separation.

C. Personal Leave

The Employee shall be entitled to three (3) personal leave days each calendar year. Any unused balance shall not be carried over into the following calendar year.

D. Bereavement Leave

The Employee shall be entitled to bereavement leave for a period not in excess of five (5) days in the event of death in his immediate family (wife, parents, children, brother, sister, grandparents, mother-in-law and father-in-law). Emergency leave up to three (3) days shall be granted for the death of the Employee's brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

E. Holidays

The Employee shall be entitled to a day off with pay for the following holidays: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

F. Clothing/Uniform

The Town shall provide a uniform and accessories associated with the uniform upon hiring. The Employee shall thereafter be responsible for costs related to maintaining his uniform.

G. Miscellaneous

The Employee shall be eligible to participate in the Town's voluntary deferred compensation plan, and in the Town's plan for his portion of health and life insurance premiums.

10. NO REDUCTION OF BENEFITS

The Town agrees that the Town shall not at any time during this Agreement reduce the salary, compensation or other benefits of the Fire Chief, unless agreed to in writing by the parties to this Agreement.

11. MODIFICATION

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

12. LAW GOVERNING

This Agreement shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

13. SEVERABILITY OF PROVISIONS

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

14. RESIDENCY

The Employee is not required to reside in Ashland, but shall reside within fifteen (15) miles of the border of the Town of Ashland. If the Employee must relocate to be in compliance with this provision, he shall do so within eighteen (18) months of the commencement of this agreement.

15. LENGTH OF AGREEMENT

- A. This Agreement shall be in effect from the effective date until December 15, 2023. Absent a written extension signed by the Town Manager and the Employee, this Agreement shall

terminate on the foregoing date, without recourse by the Employee, except to the degree specifically enumerated in this Agreement.

- B. If the Town Manager elects not to renew this Agreement for a further term, such notice shall be given to the Employee at least three (3) months in advance. Failure to notify the Employee more than three (3) months prior to the expiration of this Agreement shall entitle him to three (3) months' severance pay. Such notice shall be sent by registered mail, return receipt requested, to the Employee's residence at least three (3) months in advance. The foregoing severance pay shall be applicable only in the event of failure to provide at least three (3) months notice prior to expiration of this Agreement, and shall be the Employee's sole remedy in the event of such a nonrenewal.

- C. In the event the Employee intends to resign voluntarily before the natural expiration of any term of employment, then the Employee shall give the Town ninety (90) days written notice in advance, unless the parties otherwise agree in writing.

16. NOTICES

Notice shall be delivered in hand or sent to the address of the Employee.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

TOWN OF ASHLAND

EMPLOYEE – FIRE CHIEF

Acting by and through its Town Manager:



Michael Herbert

Keith Robie

3/11/21

3/11/21

Date

Date