



PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: June 7, 2021

TIME: 6:00pm

LOCATION: Training Room, Fire & EMS HQ, 3 Paxton Street, Leicester MA 01524

REQUESTED BY: Kristen L. Forsberg, Assistant Town Administrator

*Agenda packet and associated documents can be found at www.leicesterma.org/bos. This agenda lists all matters anticipated for discussion; some items may be passed over, and other items not listed may be brought up for discussion to the extent permitted by law. Select Board meetings are recorded by LCAC. Any member of the public planning to record the meeting must first notify the Chair. **PLEASE SILENCE ALL CELL PHONES DURING THE MEETING***

Fire Chief & Deputy Fire Chief Appointment & Swearing In Ceremony

1. Fire Chief
 - a. Appointment – Michael Dupuis – Fire Chief
 - b. Approval of Fire Chief Contract
 - c. Swearing In of Fire Chief by Town Clerk
2. Deputy Fire Chief
 - a. Appointment – Matthew Tebo – Deputy Fire Chief
 - b. Approval of Deputy Fire Chief Contract
 - c. Swearing In of Deputy Fire Chief by Town Clerk

**EMPLOYMENT AGREEMENT BETWEEN THE
TOWN OF LEICESTER, MASSACHUSETTS
AND
Michael Dupuis
as
FIRE CHIEF**

Agreement made this 7th day of June 2021, by and between the Town of Leicester, acting by and through its Select Board (hereinafter the "TOWN"), and Michael Dupuis of Leicester, Massachusetts, (hereinafter the "CHIEF" or "FIRE CHIEF"), pursuant to Chapter 41, Section 108-O.

WHEREAS, the Town is desirous of securing the services of the Chief for the command of the Fire Department.

WHEREAS, the Chief is willing to perform the duties of the office of FIRE CHIEF according to the terms and conditions of this contract.

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

1. TERM

The term of this agreement shall run from June 7, 2021 to June 30, 2023.

2. DUTIES

The administration of the Fire Department for the Town shall be the responsibility of the Fire Chief. The Chief shall be responsible to and work under the general supervision of the Select Board, through the Town Administrator, under the applicable Massachusetts General Laws, and the Town's By-Laws and rules and regulations.

The Chief's duties shall include but not be limited to the following:

- A. Head of the Fire Department.
- B. Combating fires and maintaining public order and safety during such events.
- C. Supervision of the daily operation of the Fire Department.
- D. Command and Supervision of all departmental personnel.
- E. Preparation and submission of the Fire Department budget.

- F. Submission of reports to the town either orally or in writing when requested or required to ensure the proper communication between the Town and the Fire Department.
- G. Being responsible for all departmental expenditures, as well as the property and receipt of funds for the Town Treasurer.
- H. Supervision and control of all Department equipment, motor vehicles and facilities belonging to or used by the Fire Department. In charge of ambulance vehicles and equipment in the absence of EMS supervisory personnel.
- I. Establishing uniforms, equipment, and vehicle specifications for the Fire Department.
- J. Overseeing all call and/or auxiliary firefighters, inspectors, as well as administrative personnel.
- K. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- L. Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies, and procedures; and assignment of duties of all departmental personnel; being responsible for establishing, issuing, and updating orders, rules, and regulations.
- M. Being available for hearings before any Board of the Town at which the Fire Department is required to appear and before the Town Meeting when necessary.
- N. Being responsible for planning, organizing, staffing, directing, controlling and coordination of fire operations.
- O. Being responsible for communications with the public, including the media, on matters related to fire events, fire operations and department policy.
- P. Serving as officer in charge of all staff within the Fire/EMS Department in the absence of EMS management staff, when on duty.

The Chief shall perform the duties and responsibilities of his office in a professional and competent manner.

3. HOURS OF WORK

The Chief agrees to devote that amount of time and energy necessary for the Chief to faithfully perform the part-time duties of Fire Chief

It is recognized that the Fire Chief is a stipend only, part time position, though the Fire Chief must devote a great deal of time to the business of the town. As such, the Fire Chief shall not have set work hours; but rather will work whatever time necessary to ensure that Fire Department operations meet the standards required to maintain public safety.

4. INDEMNIFICATION

The Town agrees that it shall defend, hold harmless and indemnify the Chief 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 Chief's duties as Fire Chief of the Town provided that the Chief has acted in good faith. This section shall survive the termination of this agreement.

5. INSURANCE

The Town agrees to furnish at its expense, if available for purchase, professional liability insurance for the Fire Chief with liability limits of One Million (\$1,000,000.00) Dollars. This subsection shall survive the termination of this agreement for matters that may arise from the activities of the Fire Chief in his official capacity.

As a sworn firefighter, the Fire Chief shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

6. BENEFITS

The Fire Chief, as a part time stipend employee, has no benefits beyond the compensation listed within this contract.

7. DUES AND SUBSCRIPTIONS

The Town agrees to budget and to pay for the professional dues and subscriptions of the Fire 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.

8. RESIDENCY

The Fire Chief need not be a resident of the Town but must live in the Town or in a community with the County of Worcester and/or 30 air miles from the border of Leicester within 12 months following initial appointment.

9. PROFESSIONAL DEVELOPMENT

The Town recognizes its obligations to the professional development of the Fire Chief, and agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a firefighter, a manager and an administrator; and shall be allowed to attend courses and conferences designed for this purpose; and shall be reimbursed subject to the

budget, by the Town for all expenses which are reasonable and necessary, (including travel expenses) incurred while attending or traveling to conferences, subject to appropriation.

The Town also agrees to budget and pay for travel and subsistence expense of the Fire Chief or courses, institutes, and seminars that, in the Chief's reasonable judgment, are necessary for his/her professional development.

10. DEATH DURING TERM OF EMPLOYMENT

If the Fire Chief dies during the term of his employment, 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 the Chief's death. The Agreement shall terminate as of the date of the Fire Chief's death, except for provisions extended by this agreement.

11. DISCIPLINE OR DISCHARGE

- A. A unanimous vote of the Select Board shall be required before any discipline or discharge proceeding may begin. The Fire Chief may appeal to the Board within 10 days of receiving such notice. Upon appeal a hearing shall be held before the Board. If the discipline or discharge is affirmed by a unanimous vote of the Board, the action shall be sustained.
- B. All discipline or discharge will be governed by the Town's personnel bylaw, and applicable state and federal labor laws.
- C. The principle of progressive discipline will apply, and the Town recognizes its obligation to provide the Chief with periodic performance evaluations.

12. COMPENSATION

- A. The Town agrees to pay the Fire Chief for services rendered under this agreement an annual stipend of \$12,448, subject to applicable withholdings and deductions.
- B. In addition to this this stipend, the Fire Chief will be paid 50% of all fire inspections that he performs.
- C. The Chief shall receive the stipend listed in Article 6, Section 3 of the Firefighter union contract, which states: "Firefighters covered under this contract shall receive a stipend in the amount of \$150.00 per year per certification. The stipend shall increase to \$175.00 per year per certification effective July 1, 2021 and \$200.00 per year per certification effective July 1, 2022. These stipends shall be limited to six stipends per firefighter. "
- D. The Chief shall receive the stipend listed in Article 6, Section 3 of the Firefighter union contract, which states "Firefighters with at least 10 year but

less than 20 years of service shall receive an annual stipend equal to the amount of the certification defined in section 3. Firefighter with at least 20 years of service shall receive an annual stipend two times to the amount of the certification defined in section 3.”

- E. Upon satisfactory performance appraisal conducted by the Town Administrator an annual increase shall be given between 0.0% and 3.0% of base stipend for each year of this contract.
- F. The stipends and other wages shall be paid in regular installments according to the Town’s payroll schedule.
- G. Upon agreement of both parties, this contract may be reopened for the purpose of renegotiating the terms of this contract.
- H. 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 by the Fire Chief in connection with the performance of his duties as Fire Chief and for his professional growth and development. It may be used by the Chief for personal reasons since the Chief is “on call” in the event of emergency. The Chief’s personal use shall include the use of the vehicle in out of state travel. The Chief will be responsible for any retirement contributions resulting from the availability and use of such vehicle.

13. NO REDUCTION OF BENEFITS

The Town agrees that it shall not at any time during the term of this Contract reduce the salary, compensation or other benefits of the Fire Chief, except to the extent that such reduction is evenly applied across-the-board for all non-union employees of the Town.

14. MODIFICATION

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

15. LAW GOVERNING

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

16. 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 this contract shall not be affected thereby.

17. LENGTH OF CONTRACT

- A. The term of this Contract shall be for a period commencing 6/07/2021 and ending 06/30/2023. However, this Contract may be extended as provided by its terms.

- B. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than six (6) months prior to the end of its initial or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional one (1) year period, with the chiefs salary increase being equal to the increase provided in the previous year of the contact.
- C. In the event the Fire Chief intends to resign voluntarily before the natural expiration of any term of employment, then the Fire Chief shall give the Town sixty (60) days written notice in advance, unless the parties otherwise agree in writing.

18. MISCELLANEOUS

For the purposes of the Fair Labor Standards Act (FLSA), the Fire Chief shall be an exempt employee.

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

THE TOWN OF LEICESTER
Acting by and through its
Select Board

FOR THE FIRE CHIEF

Dianna Provencher – Chair

Michael Dupuis

Harry Brooks – Vice Chair

John Shocik – 2nd Vice Chair

Herb Duggan – Member

Richard Antanavica – Member

**EMPLOYMENT AGREEMENT BETWEEN THE
TOWN OF LEICESTER, MASSACHUSETTS
AND
Matthew Tebo
as
DEPUTY FIRE CHIEF**

Agreement made this 7th day of June 2021, by and between the Town of Leicester, acting by and through its Select Board (hereinafter the "TOWN"), and Matthew Tebo of Leicester, Massachusetts, (hereinafter the "DEPUTY CHIEF" or "DEPUTY FIRE CHIEF"), pursuant to Chapter 41, Section 108-O.

WHEREAS, the Town is desirous of securing the services of the Deputy Chief to assist in the command of the Fire Department.

WHEREAS, the Deputy Chief is willing to perform the duties of the office of DEPUTY CHIEF according to the terms and conditions of this contract.

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

1. TERM

The term of this agreement shall run from June 7, 2021 to June 30, 2023.

2. DUTIES

The Deputy Chief shall be responsible to and work under the general supervision of the Fire Chief, under the applicable Massachusetts General Laws, and the Town's By-Laws and rules and regulations.

The Deputy Chief's duties shall include but not be limited to the following:

- A. Acting head of the Fire Department in the Fire Chief's absence
- B. Combating fires and maintaining public order and safety during such events.
- C. Supervision of the daily operation of the Fire Department in the Fire Chief's absence.
- D. Command and Supervision of all departmental personnel in the Fire Chief's absence.
- E. Supervision and control of all Department equipment, motor

- F. vehicles and facilities belonging to or used by the Fire Department in the Fire Chief's absence. In charge of ambulance vehicles and equipment in the absence of EMS supervisory personnel.
- G. Serving as officer in charge of all staff within the Fire/EMS Department in the absence of EMS management staff, when on duty.
- H. Other duties as assigned by the Fire Chief.

The Deputy Chief shall perform the duties and responsibilities of his office in a professional and competent manner.

3. HOURS OF WORK

The Deputy Chief agrees to devote that amount of time and energy necessary for the Deputy Chief to faithfully perform the part-time duties of Deputy Fire Chief

The Deputy Fire Chief shall not have set work hours; but rather will work when assigned by the Fire Chief.

4. INDEMNIFICATION

The Town agrees that it shall defend, hold harmless and indemnify the Deputy Chief 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 Deputy Chief's duties as Deputy Fire Chief of the Town provided that the Deputy Chief has acted in good faith. This section shall survive the termination of this agreement.

5. INSURANCE

As a sworn firefighter, the Deputy Fire Chief shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

6. BENEFITS

The Deputy Fire Chief, as a part time stipend employee, has no benefits beyond the compensation listed within this contract.

7. RESIDENCY

The Deputy Fire Chief need not be a resident of the Town but must live in the Town or in a community with the County of Worcester and/or 30 air miles from the border of Leicester within 12 months following initial appointment.

8. DEATH DURING TERM OF EMPLOYMENT

If the Deputy Fire Chief dies during the term of his employment, the Town shall pay to the Deputy Chief's estate all the compensation which would otherwise be payable to the Fire Deputy Chief up to the date of the Deputy Chief's death. The Agreement shall terminate as of the date of the Fire Deputy Chief's death, except for provisions extended by this agreement.

9. DISCIPLINE OR DISCHARGE

- A. The Fire Chief shall be solely responsible for discipline of the Deputy Fire Chief. The Select Board, upon the recommendation of the Fire Chief, shall be responsible for discharge proceedings, which shall occur after written notice is given to the Deputy Fire Chief. The Deputy Chief may appeal to the Board within 10 days of receiving such notice. Upon appeal a hearing shall be held before the Board. If the discharge is affirmed by a unanimous vote of the Board, the action shall be sustained.
- B. All discipline or discharge will be governed by the Town's personnel bylaw, and applicable state and federal labor laws.
- C. The principle of progressive discipline will apply, and the Town recognizes its obligation for the Fire Chief to provide the Deputy Chief with periodic performance evaluations.

10. COMPENSATION

- A. The Town agrees to pay the Deputy Fire Chief for services rendered under this agreement an annual stipend of \$7,631, subject to applicable withholdings and deductions.
- B. In addition to this stipend, the Deputy Fire Chief will be paid 50% of all fire inspections that he performs.
- C. The Deputy Chief shall receive the stipend listed in Article 6, Section 3 of the Firefighter union contract, which states: "Firefighters covered under this contract shall receive a stipend in the amount of \$150.00 per year per certification. The stipend shall increase to \$175.00 per year per certification effective July 1, 2021 and \$200.00 per year per certification effective July 1, 2022. These stipends shall be limited to six stipends per firefighter."
- D. The Deputy Chief shall receive the stipend listed in Article 6, Section 3 of the Firefighter union contract, which states "Firefighters with at least 10 year but less than 20 years of service shall receive an annual stipend equal to the amount of the certification defined in section 3. Firefighter with at least 20 years of service shall receive an annual stipend two times to the amount of the certification defined in section 3."
- E. Upon satisfactory performance appraisal conducted by the Town Administrator an annual increase shall be given between 0.0% and 3.0% of base stipend for each year of this contract.
- F. The annual stipend shall be paid in regular installments according to the Town's payroll schedule.

- G. Upon agreement of both parties, this contract may be reopened for the purpose of renegotiating the terms of this contract.

11. NO REDUCTION OF BENEFITS

The Town agrees that it shall not at any time during the term of this Contract reduce the salary, compensation or other benefits of the Deputy Fire Chief, except to the extent that such reduction is evenly applied across-the-board for all non-union employees of the Town.

12. MODIFICATION

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

13. LAW GOVERNING

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- B. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than six (6) months prior to the end of its initial or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional one (1) year period, with the Deputy Chiefs salary increase being equal to the increase provided in the previous year of the contact.
- C. In the event the Deputy Fire Chief intends to resign voluntarily before the natural expiration of any term of employment, then the Deputy Fire Chief shall give the Town sixty (60) days written notice in advance, unless the parties otherwise agree in writing.

16. MISCELLANEOUS

For the purposes of the Fair Labor Standards Act (FLSA), the Deputy Fire Chief shall be an exempt employee.

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

THE TOWN OF LEICESTER
Acting by and through its
Select Board

FOR THE FIRE DEPUTY CHIEF

Dianna Provencher – Chair

Matthew Tebo

Harry Brooks – Vice Chair

John Shocik – 2nd Vice Chair

John Shocik – Member

Richard Antanavica – Member