



Town of Dighton
Board of Selectmen
979 Somerset Avenue
Dighton, MA 02715
Tel: (508) 669-6431
Fax: (508) 669-5667

EMPLOYMENT CONTRACT
BY AND BETWEEN
THE TOWN OF DIGHTON AND CHRISTOPHER MAGUY
FOR THE APPOINTMENT OF FIRE CHIEF

This agreement, made this 24th day of June 2020, by and between the Town of Dighton, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, and with its principal place of business located at Town Hall, 979 Somerset Avenue, Dighton, MA 02715 acting through its Board of Selectmen (the Board), and Christopher Maguy, [REDACTED], hereinafter referred to as "Maguy".

A. Appointment and Term of Contract

This contract shall be in full force and effect from July 1, 2020 through June 30, 2023. This contract shall end on June 30, 2023, and the parties agree that upon ninety (90) days' written notice, the parties will begin negotiations to extend, renew or otherwise modify this contract. Should neither party to this agreement send a notice of intent prior to the expiration as described, this contract will be considered to have been automatically renewed for one (1) year.

B. Duties

A copy of the job description for the Fire Chief is attached hereto and incorporated herein by reference for the purpose of operating within the framework of the established Town policies and the General Laws of the Commonwealth of Massachusetts.

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

- 1) The Chief shall supervise the daily operations of the Fire Department
- 2) The Chief shall supervise all department personnel including all full-time and call fire-fighters/EMTs.
- 3) The Chief shall prepare the Fire Department budgets and submit timely proposals to the Town Administrator. This shall include annual and supplemental budgets for Town Meeting approval. The Department budget shall also include all costs and expenses

related to the operation of the ambulance, also known as the "Ambulance Account Budget."

4) The Chief shall give reports to the Board either orally or in writing when reasonably requested or required to do so to ensure proper communication between the Board and the Chief about the overall operation of the Department. Said reports shall be given at least quarterly or more often as may be reasonably requested in writing by the Board.

5) The Chief shall oversee and be responsible for all department expenditures, disbursements, and collected funds in accordance with the laws and statutes of the Commonwealth of Massachusetts and the bylaws of the Town.

6) The Chief or his designee shall be available for hearings before any Board of the Town at which the fire department is required to appear and before Town Meetings when necessary.

7) The Chief shall at no time hold any other position or maintain any other employment other than as set forth in this Agreement during the time of this Agreement. The positions of Fire Chief and Emergency Management Director shall be the only occupations the Chief may have while employed by the Town unless in fire or EMS field/details for the Town.

8) The Chief shall assist the Board in the negotiation of the Collective Bargaining Agreement between the Town and the Firefighters Union.

C. Professional Development

The Town will recognize its obligation for professional development of Maguy and agrees that Maguy shall be given adequate opportunities to develop his skills and abilities as a fire enforcement administrator. This will include attendance at monthly professional meetings and the annual New England Association of Fire Chiefs Inc. Conference, as well as any conference held by the Fire Prevention Association of Bristol County, with pay and without loss of vacation or other leave. Maguy will be reimbursed by the Town for all reasonable expenses, including in-state travel, incurred while attending or traveling to the conferences.

The Town also agrees to pay for travel and subsistence expenses of Maguy for short courses, institutes and seminars concerning in-service training which in reasonable judgement are necessary for his professional development. While the Town agrees to budget for pay and in-state travel assistance expenses related to professional development, all such expenses shall be approved by the Board prior to Maguy's attendance at such events and are subject to budget allocations.

D. 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 the use of the vehicle 24/7.

E. Compensation

Beginning on July 1, 2020, Maguy shall receive an annual salary of \$109,732.33 payable in equal weekly installments on the same day as other employees of the town are paid. Maguy shall also receive the following annual amounts: an Emergency Management Director Stipend of four thousand dollars (\$4,000); four hundred dollars (\$400) for his Associates Degree; and thirty five hundred (\$3,500.00) for his EMT-Basic designation. These stipends will be paid out in weekly installments and included in his base pay.

Maguy's compensation for year 2 of this Agreement, commencing on July 1, 2021, shall be a 3% increase in base pay, equivalent to the current Firefighter's Collective Bargaining Agreement, Local 4332.

In year 3 of this Agreement, Maguy shall receive a minimum salary increase that is equivalent to the percentage salary increase contained in the Firefighter's Collective Bargaining Agreement, Local 4332. The salary increase may be adjusted higher at the sole discretion of the Board of Selectmen and approval at Town Meeting.

F. Hours of Work

It is recognized that for the fire department to function effectively, Maguy's duties may require that he work odd hours not necessarily associated with a typical eight (8) hour work day. It is expected that Maguy will spend such time as is necessary so that his employment obligations under this contract are met.

Whenever the Chief is going to take vacation, a leave of absence, a medical leave of absence, or any similar leave, he shall appoint an Acting Fire Chief during his absence. The Chief's appointment of said Acting Fire Chief shall be based upon the Chief's evaluation of the person most qualified to perform his duties.

Except in an emergency situation the Chief shall give at least one (1) week's written notice to the Board when he is taking vacation time of forty (40) hours or longer. The Chief shall notify the Board at least twenty-four (24) hours in advance if taking less than forty (40) hours of regular leave, a medical leave or a personal day. Notification to the Board may be made verbally, in writing, by phone or email, or through the Town Administrator. Maguy will only be allowed to buy back or carry over a maximum of eighty (80) hours of unused vacation time each year. Personal time cannot be bought back nor may Maguy accumulate compensatory time.

G. Health and Life Insurance

Maguy will be offered group health and life insurance in accordance with the Town's policies at the appropriate participation rate.

H. Vacation Days

In accordance with his seniority, Maguy will be entitled to vacation days as follows. Only employment time with the Town shall be counted for seniority to determine vacation.

Time in Service

Six (6) months to one (1) year
One (1) year to six (6) years
Six (6) years to ten (10) years
Ten (10) years to fifteen (15) years
Sixteenth (16th) year
Seventeenth (17th) year
Eighteen (18th) year
Nineteenth (19th) year
Twenty (20) or more years

Vacation Days

Five (5) days
Ten (10) days
Fifteen (15) days
Twenty (20) days
Twenty-one (21) days
Twenty-two (22) days
Twenty-three (23) days
Twenty-four (24) days
Twenty-five (25) days

I. Holidays

Paid holidays will be as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve (4 hours)
Christmas Day	

It is expected that Maguy would not work on any holiday except in the case of an extreme emergency such as a fire or medical emergency.

J. Personal Days

Maguy shall receive four (4) personal days per year. Personal days are not cumulative and cannot be carried over. Unused personal days will not be compensated.

K. Bereavement Days

Maguy shall be entitled to such bereavement leave as is set forth in the Collective Bargaining Agreement between the Town and the Dighton firefighters.

L. Sick Leave

Maguy shall be entitled to such sick leave and sick leave benefits as is set forth in the Collective Bargaining Agreement between the Town and Dighton firefighters.

M. Uniform Allowance

Maguy shall be entitled to such uniform allowance as is set forth in the Collective Bargaining Agreement between the Town and Dighton firefighters. The Town agrees to allow Maguy to use a portion of the uniform allowance to purchase clothing that may be

worn by him at civic functions such as Selectmen's Meetings, Finance Committee meetings, Town Meetings, , etc., within the scope of his employment as Fire Chief.

N. Removal/Suspension

1. It is agreed that Maguy can be removed or suspended for just cause upon proper notice and only after a hearing at which Maguy shall have the right to be represented by his counsel.
2. Maguy may appeal any removal or suspension by the selectmen after such a hearing to a committee of arbitrators consisting of three (3) persons. The three (3) persons shall be chosen as follows: one by the Board of Selectmen, one by Maguy , and one by the two so chosen, or if they cannot agree, then a third selected by the American Arbitration Association who is experienced in fire department matters. A majority of the three member committee shall be sufficient to uphold a removal or suspension or to reverse the removal or suspension decision. All costs of such arbitration shall be equally borne between Maguy and the Town.

O. Severability Clause

If any provision of this Contract is deemed illegal or unenforceable, the remaining provisions of this contract shall not be affected and shall remain in full force and effect.

P. Governing Law

This contract shall be governed by, and construed in accordance with, the General Laws of the Commonwealth of Massachusetts.

Q. Indemnification

The Town agrees that if Maguy is required to participate in legal proceedings relating to all incidents in which Maguy as an employee of the Town is involved that is within the scope of his duties and responsibilities, shall receive the appropriate legal representation from Town Counsel or a designate as provided by the liability insurer of the Town as provided for in Chapter 258 of the General Laws of the Commonwealth of Massachusetts.

R. The Town shall reimburse Maguy for 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. Maguy shall include in the budget for the fire department an amount sufficient to cover the cost for the monthly service for each fiscal year.

S. Death During Term of Employment

If Maguy dies during the term of his employment the Town shall pay to the Maguy's designated beneficiary or contingent beneficiary (beneficiaries) all compensation which would have otherwise been payable to him unto the date of his death, including payment for any unused leave days with the exceptions of unused sick leave and personal leave. It

is the sole responsibility of Maguy to notify the Treasurer of the Town of Dighton in writing of the beneficiaries on the date that this contract is executed and furthermore, it shall be the responsibility of Maguy to keep the Treasurer updated as the need arises but no less than annually of any changes in beneficiaries.

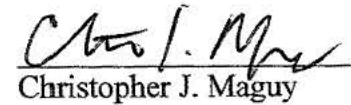
T. The Town shall pay for reasonable funeral and burial expenses for the Chief, if killed in the line of duty, up to fifteen thousand dollars (\$15,000) subject to posthumous Town Meeting appropriation, in accordance with MGL, Chapter 41, Section 100G1/4.

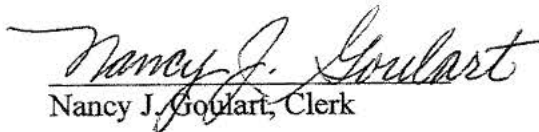
This contract signed on this 24~~th~~ day of June, 2020 by:

Town of Dighton
Board of Selectmen


Brett R. Zografos, Ph.D., Chairman

Fire Chief


Christopher J. Maguy


Nancy J. Goulart, Clerk


Kenneth J. Pacheco, Member