

Office of the
BOARD OF SELECTMEN
272 Main Street
Townsend, Massachusetts 01469

Nicholas Thalheimer, *Chairman*

Sue Lisio, *Vice-Chairman*

Robert Plamondon, *Clerk*

Andrew J. Sheehan,
Town Administrator

Office (978) 597-1701
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February 12, 2013

Donald Klein
5 Horseshoe Drive
West Townsend, MA 01474

Dear Mr. Klein:

The Board of Selectmen desires to formally renew your agreement for the position of Fire Chief/EMS Director ("Chief") under the following terms and conditions:

- DUTIES:** The Chief shall administer the Fire/EMS Department in accordance with M.G.L. Chapter 48, Section 42 and Section 3-2(d) of the Townsend Charter. The Chief shall be the commanding officer of all Fire/EMS personnel, irrespective of rank or status; have direct charge of all Fire/EMS activities of the Town; and be in immediate control of all Town property used by the Department. He shall be deemed to be available for duty twenty-four (24) hours a day, except during absences when taking vacation, sick leave, personal leave, or a holiday. The Town and the Chief agree that the Chief is an exempt employee for the purposes of the FLSA.
- TERM:** This agreement shall be for nine months beginning July 1, 2013 and ending March 31, 2014. If the Chief desires to terminate this agreement before the end of the term of service shall have expired, the Chief may do so by giving the Board of Selectmen sixty (60) calendar days notice of such intention.
- COMPENSATION:** The Chief shall be compensated on the following basis, subject to an appropriation at Town Meeting:

Fiscal Year 2014: Annual Base Salary of eighty-one thousand three hundred twenty-eight dollars and zero cents (\$81,328.00) per year, subject to any cost-of-living adjustment for non-union employees at the Fall Town Meeting
- UNIFORM ALLOWANCE:** The Town shall pay annually to the Chief a uniform allowance of Eight Hundred Dollars (\$800.00).
- RETIREMENT BENEFITS:** The Chief shall be entitled to all retirement benefits to which other full-time fire fighters of the Department are entitled.

6. **INSURANCE/DISABILITY BENEFITS:** The Chief shall be entitled to all health and life insurance benefits to which other Town employees are entitled. As a sworn fire officer, the Chief shall also be entitled to injury-on-duty benefits as provided in Massachusetts General Laws Chapter 41, Section 111F.

7. **INDEMNIFICATION:** Pursuant to the provisions of indemnification and in accordance with the applicable provisions of Massachusetts General Laws Chapter 258, the Town shall defend, save harmless and indemnify the Chief from personal financial loss and expenses arising out of any claim, demand, suit, or judgment by reason of any alleged act or omission, except an intentional violation of the civil rights of any person, provided that the Chief at the time of said claim acted within the scope of his official duties and employment. This indemnification will survive the Chief's termination from employment.

8. **ANNUAL VACATION, SICK AND PERSONAL LEAVE:** The Chief shall be entitled to an amount of twenty-five (25) days per fiscal year in paid vacation leave. Unused vacation time may not accrue year to year. The Chief shall notify the Board of Selectmen through the Town Administrator to any vacation period of more than three (3) consecutive days.

The Chief shall accrue sick leave at a rate of one and one-quarter (1¼) days per month for each month of continuous employment for an annualized total of fifteen (15) days per fiscal year. Unused sick leave may be accumulated from year to year to a maximum of one hundred fifty (150) days. Unused sick leave is not reimbursable upon termination of employment. The Chief, if requested by the Board of Selectmen or Town Administrator, will produce a physician's certificate of illness if sick for more than three (3) days.

The Chief shall be entitled to three (3) personal days per fiscal year, with no accumulation of days from year to year.

In accordance with Fire Department Rules and Regulations, the Chief shall designate an officer to serve as officer-in-charge ("OIC") of the Department during the absence of the Chief on vacation, sick, or personal leave for any period of time and shall notify, unless incapacitated, the Board of Selectmen through the Town Administrator of the name of the person designated as OIC.

9. **HOLIDAYS:** The following days or days observed as such shall be recognized as paid holidays:

New Years Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

If the Chief is required to work on a holiday, he/she will receive the holiday pay plus normal pay for all hours worked.

10. **AUTOMOBILE:** The Town shall provide a Fire vehicle for use by the Chief. The Town shall be responsible for all necessary maintenance expenses and insurance on such vehicle. Said

vehicle is to be used by the Chief in connection with the performance of his duties as Chief. Since the Chief is required to be "on-call" twenty-four (24) hours a day and may be required to report to an incident or event, the Fire vehicle may be used by the Chief for personal reasons within the Town of Townsend unless otherwise directed herein. The Chief may not use the vehicle for family vacations or recreational trips when the Chief would not be reasonably expected to respond to an incident or event. If an OIC has been designated, he or she may have use of the vehicle.

11. **MANDATORY PROFESSIONAL DEVELOPMENT:** The Town recognizes its obligation to aid in the professional development of the Chief. The Chief shall be given opportunities to develop his skills and abilities as a Chief. The Town shall pay for travel and subsistence expenses for attendance by the Chief at any course, institute, seminar, conference, or meeting which the Chief is required by the Town or by law to attend. Any expenses resulting from overnight stays by the Chief must be approved in advance by the Board. The Chief will be allowed to attend the National Fire Academy without loss of pay or benefits. Any expenditure for travel expenses to attend the National Fire Academy must first be approved by the Board of Selectmen.

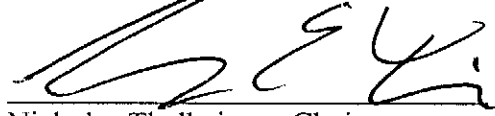
The Town shall pay for membership fees and dues for professional fire organizations and public service organizations and for subscriptions to publications related to the professional development, education, and training of the Chief as the Town may deem necessary or desirable, provided, however, that the Town shall have sole discretion to reasonably determine the number and identity of such fire and public service organizations and publications.

12. **REMOVAL FROM OFFICE:** The Board of Selectmen may only remove the Chief from office for good cause in accordance with Section 7-8 of the Townsend Charter.
13. **RESIDENCY:** The Chief will live within a fifteen-mile radius of the Town of Townsend in accordance with Massachusetts General Laws Chapter 41, Section 99A.
14. **LONGEVITY:** The Chief shall be entitled to longevity pay as allowed under the Personnel Policy and Procedures Manual.
15. **PERFORMANCE REVIEWS:** The Board of Selectmen or its public safety liaison, Town Administrator and the Chief will meet annually to set goals and objectives and thereafter meet annually during the term of this agreement to evaluate and monitor the achievement of those goals and objectives. The Board of Selectmen or its public safety liaison and Town Administrator will provide the Chief with an annual written or oral evaluation of his job performance.

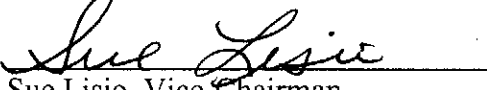
Sincerely,

FOR THE TOWN OF TOWNSEND

By Its Board of Selectmen:



Nicholas Thalheimer, Chairman



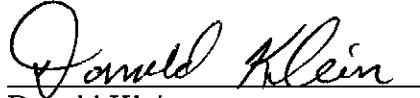
Sue Ljio, Vice-Chairman



Robert Plamondon, Clerk

Date Signed: 2/12/13

By Its Fire Chief/EMS Director:



Donald Klein

Date Signed: 2/12/13