

**CONTRACT OF EMPLOYMENT BETWEEN  
THE TOWN OF SHIRLEY  
AND  
DENNIS LEVESQUE**

**PREAMBLE**

THIS CONTRACT made this day of May 5, 2014, by and between the TOWN OF SHIRLEY, a Massachusetts municipal corporation having a regular place of business at 7 Keady Way, Shirley, Massachusetts, hereinafter referred to as "the Town", acting by and through its Board of Selectmen, hereinafter referred to as "Selectmen," and DENNIS C. LEVESQUE, with an address of 102 Hazen Road, Shirley, Massachusetts, hereinafter referred to as "Levesque".

In consideration of the promises herein, the parties hereto mutually agree as follows:

**A. EMPLOYMENT**

Pursuant to the authority contained in Massachusetts General Laws (MGL) c. 48 and c. 41, s. 1080, the Selectmen hereby agree to employ Levesque, and to appoint him to the position of Fire Chief, and Levesque hereby accepts employment on the following terms and conditions. Levesque works under the policy direction of the Selectmen, and under the administrative direction of the Town Administrator.

1. Personnel Policy and Procedures Manual - The Chief will fall under the Personnel Manual and is subject to all rules and regulations within unless noted otherwise.

**B. PERIOD OF CONTRACT**

1. Levesque shall be appointed for a three (3)-year period beginning on July 1, 2014 and ending June 30, 2017.
2. It is expressly understood and agreed that a decision to not re-appoint Levesque on the expiration of this Contract, or any renewal or extension thereof, shall not be construed as a dismissal.
3. Either party may request, in writing, that the provisions of this Contract be re-negotiated for any extensions beyond June 30, 2017. The parties hereby agree that said written notice shall be given on or before December 31, 2013 and that said negotiations shall commence on or after January 1, 2017.

**C. COMPENSATION**

1. For FY2015 Levesque shall be paid an annual salary rate (Grade 11, Step 11, on the FY2015 Wage Scale, rate of \$36.24). However, if other non-union employees receive a percentage increase in salary for FY2015, FY2016, FY2017 then Levesque shall receive the same percentage increase. Any increases in salary shall be subject to appropriation by the Shirley Town

Meeting, and otherwise shall be paid in conformity with the Personnel Policy and Procedures Manual.

2. The Town shall not at any time during the period of this Contract reduce the salary, compensation, or other benefits, except to the extent that such reduction is across the board for all other Town employees.

#### D. DUTIES

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

1. He shall administer the Fire Department under the direction of the Selectmen, and in accordance with MGL c. 48.
2. He shall be the commanding officer of all Fire Department personnel, irrespective of rank.
3. He shall be in immediate control of all Town property used by the Fire Department.
4. He shall be deemed to be on duty or on call twenty-four (24) hours a day, seven (7) days a week, except during absences as provided herein.
5. He shall be fully informed of the collective bargaining agreement between the Town and the Fire Department personnel, and be able, through the Selectmen, to enforce its provisions.
6. He shall supervise the daily operation of the Fire Department.
7. He shall supervise all departmental personnel, sworn or civilian.
8. He shall prepare and submit the Fire Department annual operating and capital budgets.
9. He shall manage the Fire Department within the approved budgets.
10. He shall be responsible for all departmental expenses, as well as the receipt of funds and property in the custody of the Fire Department.
11. He shall submit reports to the Town in writing when requested or required, in order to ensure the proper communication between the Town and the Fire Department.
12. He shall supervise the use of, and control, all equipment and motor vehicles belonging to, or used by, the Fire Department.
13. He shall supervise and control all training programs for all Fire Department personnel, and assign personnel for such programs.
14. He shall issue orders, rules, and regulations, policies and procedures, and assign shifts and duties of all Fire Department personnel.

15. He shall be available for any hearing before any Selectmen of the Town at which the Fire Department is required to appear, and before the Town Meeting when necessary.
16. He shall be responsible for communications with the public, including the media, on matters related to fires, fire operations, and Fire Department policies.
17. He shall at all times represent the Town in a professional and ethical manner, and shall perform additional duties as the Selectmen shall reasonably direct, and shall inform the Selectmen and the Town Administrator of all policies and plans of the Fire Department.
18. He shall discipline employees as allowed by contract or policy, make recommendations to the Selectmen on discipline (beyond his jurisdiction), hiring, and firing of personnel.

It is the duty of the Selectmen and Town Administrator to inform the Fire Chief of any complaints or suggestions brought to their attention, and to advise him thereon.

#### **E. HOURS OF WORK**

1. Levesque shall be deemed to be on duty or on call twenty-four (24) hours a day, seven (7) days a week, except during absences as provided herein. Levesque agrees to devote that amount of time and energy that is reasonably necessary to faithfully perform the duties of the Fire Chief under this Contract.

#### **F. BENEFITS**

1. Injured-on-Duty

Levesque shall be entitled to all injured-on-duty benefits to which other full-time fire personnel in the Fire Department are entitled under the Massachusetts General Laws.

2. Retirement Benefits

Levesque shall be eligible to participate in the Town's retirement system.

3. Vacation

Levesque shall be entitled to annual vacation leave as per the Personnel Policy and Procedures Manual.

4. Sick Days, Personal Days, Holidays, and Other Leave

Levesque shall be entitled to sick, personal, holiday, administrative, and other leave as per the Personnel Policy and Procedures Manual. In addition:

- a. Levesque shall not be required to be on duty on any public holiday listed in the Personnel Policy and Procedure Manual of the, provided, however, that in the event of an emergency within the Town on any such holiday,

Levesque shall report for duty, and if the holiday is one of the holidays listed in section 57A of chapter 48 of the Massachusetts General Laws, as that statute may from time to time be amended.

- b. Upon resignation in good standing, or retirement, Levesque shall be paid on a per diem basis for all accrued but unused vacation leave, the amount to be paid to be calculated as of the date of resignation or retirement, and paid within thirty (30) days thereafter.

5. Health Insurance

Levesque shall be offered enrollment in the Town of Shirley's health insurance plan. The Town shall pay the same premium for such plan as it does for other non-union Town employees. Levesque shall be offered enrollment in the Town of Shirley's basic life insurance plan. The Town shall pay the same premium for such plan as it does for other non-union Town employees. Any additional life insurance offered by the Town may be purchased at Levesque's expense.

6. Vehicle

Subject to appropriation, the Town shall provide a suitable vehicle for use by Levesque for the performance of his official duties, for his professional growth and development, and, since he is on-call for 24 hours a day, 7 days a week, for personal reasons. The Town shall be responsible for all necessary maintenance, expenses, and insurance for such vehicle.

7. Uniform, Personal Equipment, Clothing Allowance

The Town shall pay annually to Levesque a uniform, personal equipment, and clothing allowance comparable to that of the Fire Department union employees, subject to appropriation. This allowance may be used for uniform items, personal equipment related to the duties of the Fire Chief, and dress civilian clothing, as needed.

8. Professional Development and Membership

The Town recognizes its obligations to the professional development of the Fire Chief. In furtherance thereof, Levesque may be given an annual allowance, subject to appropriation, to be used toward the cost of membership in professional organizations; toward seminars and courses and associated expenses; and toward professional subscriptions. Attendance at courses and programs requires the prior approval of the Selectmen.

9. Leave of Absence

Levesque shall be granted leave, including but not limited to, Family Medical Leave; Small Necessities Leave; Paternity Leave; jury duty leave; military leave; and other leave as required by law.

10. Other Benefits

Levesque shall receive all other benefits offered to all non-union, exempt employees in the Town of Shirley that are authorized by the Selectmen by written amendment to this

**G. OUTSIDE EMPLOYMENT**

Levesque may be allowed to perform outside employment, with the following conditions:

1. Any outside employment shall be approved in writing, in advance, by a majority of the BOS, which may revoke said approval at any time at its sole discretion.
2. Any outside employment shall be compatible with the professional standing of the office of Fire Chief.
3. Any outside employment shall not conflict with Levesque's responsibilities as the Fire Chief.

**H. OTHER WORK**

Levesque may be allowed to perform winter plowing for the Town at any time during the normal workday, with the following conditions:

1. He shall receive only his normal salary, and no additional compensation from the Town.
2. He shall cease plowing and respond immediately to any emergency to which he would otherwise respond.

**I. RESIGNATION; RIGHT TO NOT RE-APPOINT; DISCIPLINE**

1. Termination by Mutual Agreement

This Contract may be terminated at any time by either party by mutual written agreement, signed by the Selectmen and Levesque, upon such terms and conditions as may be acceptable to both parties.

2. Resignation

In the event that Levesque desires to terminate this Contract before the term of service expires, he may do so by giving the Selectmen sixty (60) days' notice in writing. Until the effective date of the termination, Levesque shall continue to perform his duties, and shall, if requested, cooperate with the Selectmen in the search for a successor.

3. Right Not To Re-appoint

The Selectmen shall have the right not to re-appoint Levesque to this position, without cause, on June 30, 2017, as long as the following conditions have been met:

- a. Levesque shall have been formally evaluated, as outlined in the Personnel

- a. Procedure and Policy Manual, and notified, in writing, of the Selectmen's vote not to re-appoint, and the reasons therefore, prior to December 31, 2017. Said evaluation and notification shall be made via certified mail, return receipt requested, to Levesque's residence, or may be delivered in hand.

And,

- b. The vote not to re-appoint shall be by a majority vote of the Selectmen.

#### 4. Reprimand or Suspension

The principle of progressive discipline shall apply. The Selectmen may reprimand or suspend Levesque for just cause (with or without pay and with or without benefits) at any time during the term of this Contract:

- a. After written notice of a hearing to be held to consider such reprimand or suspension is sent to Levesque at least two (2) business days (for a reprimand) and five (5) business days (for a suspension) prior to such hearing. The notice must include a list of charges warranting consideration of reprimand or suspension, and the notice must be sent via certified mail, return receipt requested, to Levesque's residence or delivered in hand. And,
  - b. After a duly noticed hearing, to be made public at Levesque's request, at which Levesque shall be afforded all rights provided under the Open Meeting Law. And,
  - c. After a majority vote of the Selectmen.

Notwithstanding the foregoing, the Selectmen may suspend Levesque, immediately and without pay or benefits, for all cases involving criminal or federal offenses, or moral turpitude.

#### 5. Dismissal

The principle of progressive discipline shall apply. The Selectmen may dismiss Levesque only for just cause at any time during this Contract:

- a. After written notice of a hearing to be held to consider dismissal is sent to Levesque at least seven (7) business days prior to such hearing, the notice to include a list of charges warranting consideration of dismissal. The notice must be sent via certified mail, return receipt requested, to Levesque's residence, or may be delivered in hand. And,
  - b. After a duly noticed hearing, to be made public at Levesque's request, at which Levesque shall be afforded all rights provided under the Open Meeting Law. And,
  - c. After a majority vote of the Selectmen.

Notwithstanding the foregoing, the Selectmen may suspend or dismiss Levesque, immediately and without pay or benefits, for all cases involving criminal or federal offenses or moral turpitude.

## 6. Appeal

- a. For administrative remedies, Levesque shall first have the right of appeal from a reprimand, suspension, or dismissal as provided for in the Personnel Policy and Procedures Manual.
- b. Levesque shall have the right of appeal from either suspension or dismissal to the Superior Court under the provisions of MGL c. 249, §4 on the standard that requires sufficient evidence on the record to justify any disciplinary action taken by the Selectmen. Levesque has equal access to the courts under contract law with regard to any breach of contract. Any such legal action would be at Levesque's expense.

## J. INDEMNIFICATION

1. The Selectmen agree to maintain Professional Liability Insurance for the Town of Shirley in the amount of One Million Dollars (\$1,000,000) per occurrence, or any such greater amount as determined by the Selectmen, which policy shall cover Levesque; to provide legal counsel for Levesque in accordance with the provisions of MGL c. 258, §2, in defense of any action in which Levesque is named as a party, except as may relate to his reprimand, suspension or dismissal; and to indemnify, defend, save, and hold harmless Levesque in any demands, claims, actions, suits, and legal proceedings brought against him in his official capacity, as an agent of the Town in accordance with, and subject to the conditions and limitations of, MGL c.258, §§1-8, 9, and 13. This indemnification shall survive and endure the expiration of this Contract for all actions taken while Levesque was employed by the Town and acting within the scope of his employment.
2. Should, subsequent to his service as Fire Chief, the Town call or summons Levesque to provide information about or testify as to actions that took place during his tenure as Fire Chief, Levesque agrees that, if requested in writing by the Selectmen of Selectmen, he will cooperate. The Town agrees to reimburse him for his reasonable per diem expenses associated with such testimony or cooperation.

## K. INVALIDITY

If any paragraph, part of, or rider, to this Contract is found invalid, it shall not affect the remainder of this Contract, but said remainder of this Contract shall remain in full force and effect.

## L. OTHER TERMS AND CONDITIONS

The Selectmen shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Levesque, provided that such terms and conditions are not inconsistent with the provisions of this Contract, Town bylaws, or other applicable laws.

## M. ENTIRE AGREEMENT

This Contract embodies the entire agreement between the Selectmen, and Levesque

and there are no other inducements, promises, terms and conditions, or obligations made or entered into by either party, other than those contained herein. This Contract may not be changed except in writing and with the signatures of both parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Contract, in duplicate, as of the date first written above.

THE TOWN OF SHIRLEY  
BY AND THROUGH ITS BOARD OF SELECTMEN:

  
\_\_\_\_\_  
Dennis Levesque

  
\_\_\_\_\_  
Kendra Dumont, Chair

  
\_\_\_\_\_  
Robert Prescott, Vice Chair

  
\_\_\_\_\_  
David Swain, Member

May 5, 2014

\_\_\_\_\_  
Date