

**TOWN OF MIDDLETON
EMPLOYMENT AGREEMENT
FIRE CHIEF**

THIS AGREEMENT, pursuant to G.L. c. 41, § 108O, made and entered into on this 21st day of January 2025, by and between the **TOWN OF MIDDLETON**, Massachusetts, a municipal corporation acting by and through its duly elected Select Board, hereinafter referred to as "**the TOWN**", and Chief Douglas LeColst, hereinafter referred to as "**CHIEF and/or LeColst**";

WHEREAS, the TOWN desires to employ the services of LeColst as CHIEF for the administration of the TOWN's Fire Department; and

WHEREAS, the TOWN, under Chapter 41, Section 108O of the General Laws, may contract with the CHIEF for such services; and

WHEREAS, it is the desire of the TOWN to establish a contract providing for the benefits, conditions of employment and working conditions of said CHIEF; and

WHEREAS, it is the desire of the TOWN to retain the services of the CHIEF, and to provide inducement for him to remain in such employment; and

WHEREAS, the CHIEF represents that he is qualified and capable of performing the duties and responsibilities of said position, and

NOW THEREFORE, in consideration of the mutual promises herein, the parties set forth their understanding as follows:

1. DUTIES:

LeColst shall faithfully perform the duties customarily assumed by a CHIEF in the Commonwealth of Massachusetts, as well as such other legally permissible and appropriate duties and functions with respect to which the TOWN, acting by and through its Select Board and Town Administrator, shall assign. The administrative control of the Fire Department of the TOWN shall be the responsibility of the CHIEF, pursuant to M.G.L. c. 48, s. 42. The responsibility for planning, organizing, directing, staffing, coordinating and managing all fire-fighting and Emergency Medical Operations rest with the CHIEF.

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

- (a) Supervision of the daily operation of the Fire Department.
- (b) Coordination of all emergency dispatch activities with the North Shore Regional Emergency Communications Center.
- (c) Supervision of all the full time and call departmental personnel.

(a) This Agreement shall be effective as of July 1, 2025. After that, this Agreement shall continue in effect until June 30, 2028, unless LeColt is removed for just cause as provided

3. TERM:

It is expressly understood that the position of CHIEF is a salaried managerial position and that LeColt's hours of work and daily work schedule shall be based upon the needs of the Department. LeColt shall devote that amount of time and energy reasonably necessary to faithfully perform the duties of the CHIEF under this Agreement. In recognition of the hours outside of normal office hours that the CHIEF must devote to the business of the TOWN, LeColt, with the prior approval of the Town Administrator, shall be allowed to adjust his hours of work at such times as will least adversely impact Departmental operations. The scheduling of any vacation leave or compensatory time may require the assignment of an Officer in Charge for the operation of the Fire Department, at the sole discretion of the CHIEF subject to available budgeted funds.

2. WORK SCHEDULE:

- (d) Performance of the duties of Emergency Management Director for the TOWN.
- (e) Supervision of the daily operation of the TOWN Ambulances.
- (f) Maintaining the discipline of Department personnel; the issuing of orders, rules, regulations, policies and standard operating procedures (SOPs); and the assignment to tours, shifts and duties of all departmental personnel.
- (g) Supervision and control of all assignment of personnel to such programs.
- (h) Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- (i) Establishment of uniforms, equipment and vehicle specifications for the Fire Department.
- (j) Preparation and submission of the Fire Department budget.
- (k) Responsibility for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.
- (l) Supervision and control of all Department equipment and motor vehicles belonging to or used by the Fire Department.
- (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) Submission of reports to the TOWN either orally or in writing when requested or required in order to ensure the proper communication between the TOWN and the Fire Department.
- (o) Being responsible for communications with the public, including the media, on matters related to fire safety, fire operations and department policy.

under paragraph five below by affirmative vote of at least a majority of the Select Board present and voting as provided herein.

(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 nine (9) 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.

(c) In the event that LeColst intends to resign voluntarily before or at the expiration of the term hereunder, then LeColst shall give the TOWN sixty (60) days written notice in advance, unless the parties otherwise agree in writing, in order to allow the TOWN sufficient time to consider the appointment of a replacement. In no event will he be denied accrued vacation time, as the law provides.

(d) As provided in Massachusetts General Law's chapter 41, section 108O, nothing herein shall affect the appointment or removal powers of the TOWN.

(e) Annual development of goals & objectives. Annually, the Town Administrator and CHIEF shall jointly develop specific goals and objectives that are necessary for the proper operation and welfare of the Fire Department and shall further jointly establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Method of evaluation. The Town Administrator shall review and evaluate the performance of the CHIEF on a formal basis at least once annually under the terms and conditions of this Contract. Said review and evaluation shall include, but not be limited to – (1) the Chief's progress and performance on the annual goals and objectives as described above in this section; (2) budgetary/financial administration; (3) personnel administration; (4) supervisor/leadership; (5) staff development; (6) public relations; (7) employee and labor relations; (8) policy execution; and (9) interaction with the Town Administrator as well as other governmental officials, departments, boards and committees.

Written evaluation. Such review and evaluation of performance of the Chief shall be done in conformity with the specific performance goals, objectives and criteria established by the above method. The Town Administrator shall provide the CHIEF with a written evaluation report after each formal review and evaluation. If the Chief disputes any portion of the evaluation, then the Chief shall be permitted to memorialize this dispute in writing, detailing the nature of the dispute, and such document shall be attached to and incorporated into the evaluation form, and become a part of the Chief's personnel file.

4. INDEMNIFICATION

The Town shall defend, save harmless, and indemnify LeColst from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, action, or suit, whether groundless or otherwise, arising out of any act or omission if LeColst at the time of such act or omission was acting in the performance of his duties as the CHIEF of the TOWN and to the extent allowable by law. This section shall survive the termination of this agreement.

5. INSURANCE

(a) Professional Liability: The TOWN agrees to furnish at its expense professional liability insurance for the CHIEF.

(b) Miscellaneous: The CHIEF shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible. The TOWN agrees to contribute towards the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage available to officers of any rank of the Fire Department.

(c) Injured on Duty: As a sworn member of the Fire Department, The CHIEF shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

6. DETAILS

The CHIEF shall not work paid Fire Department details.

7. HOLIDAYS

Pursuant to M.G.L. Chapter 48 Section 57E, The TOWN agrees that the CHIEF is "on duty" for each of the holidays granted under the Town of Middleton-MFFA local 3097 and is entitled to an additional day's pay for each said holiday, above his regular salary compensation.

8. DUES AND SUBSCRIPTIONS

Subject to budgetary appropriation and as approved by the TOWN, the TOWN agrees to budget and to pay for the professional dues and subscriptions of the 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, including but not limited to the International Fire Chiefs Association, The New England Fire Chiefs Association, The Massachusetts Fire Chiefs and the Essex County Fire Chiefs Association. In conjunction with requesting compensation or reimbursement, the CHIEF shall provide the Select Board with a list of the organizations and associations for which he paid dues and subscriptions.

The TOWN will reimburse the costs of the mandatory refresher courses and recertification in order to maintain current Paramedic, Advanced Cardiac Life Support Certification, and Pediatric

14. PARAMEDIC RECERTIFICATION

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

13. MODIFICATION

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 CHIEF, except to the extent that such reduction is evenly applied across-the-board for all employees of the TOWN.

12. NO REDUCTION OF BENEFITS

If the 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 CHIEF up to the date of the CHIEF'S death, including, but not limited to, payment for any unused leave days.

11. DEATH DURING TERM OF EMPLOYMENT

(a) The TOWN recognizes its obligations to the professional development of the CHIEF, and agrees that the CHIEF shall be given adequate opportunities to develop his skills and abilities as a fire chief and administrator; accordingly, the CHIEF will be allowed to attend the Massachusetts, New England, and the International Fire Chiefs Association training conferences each year without loss of vacation or other leave, and will be reimbursed by the TOWN for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences.

(b) Subject to budgetary appropriation and as approved by the TOWN, the TOWN agrees to budget and pay for travel and subsistence expenses of the CHIEF for short courses, institutes, and seminars that, in the chief's reasonable judgment, are necessary for his professional development.

10. PROFESSIONAL DEVELOPMENT

(a) The TOWN shall provide a vehicle for use by the CHIEF and pay for all attendant operating and maintenance expenses and insurance. Said vehicle, if purchased by the TOWN, is to be used by the CHIEF in connection with the performance of his duties as CHIEF. Since the CHIEF is "on call" in the event of emergency, there shall be no restrictions on the use of the vehicle.

(b) At reasonable times the CHIEF shall provide the TOWN with an accounting of professional and personal use of the vehicle.

9. AUTOMOBILE

of employment. Unused sick leave may be accumulated to a maximum of one-hundred-fifty leave, to accrue at the rate of one and one-quarter (1 ¼) sick days per month for each full month

(g) LeColt shall receive an annual pro-rated allotment of fifteen (15) days of sick leave, to accrue at the rate of one and one-quarter (1 ¼) sick days per month for each full month of employment. Unused sick leave may be accumulated to a maximum of one-hundred-fifty

and personnel policies. fringe benefits afforded to non-union department heads in accordance with the TOWN's bylaws provided herein, LeColt shall be subject and entitled to the same requirements, benefits and bereavement days, uniform and cleaning allowance, health and life insurance, and all other benefits as do any of the regular firefighters of any rank of the Town. Except as expressly

(f) LeColt shall receive the same number of vacation days, personal days, bereavement days, uniform and cleaning allowance, health and life insurance, and all other benefits as do any of the regular firefighters of any rank of the Town. Except as expressly provided herein, LeColt shall be subject and entitled to the same requirements, benefits and fringe benefits afforded to non-union department heads in accordance with the TOWN's bylaws and personnel policies. (g) LeColt shall receive an annual pro-rated allotment of fifteen (15) days of sick leave, to accrue at the rate of one and one-quarter (1 ¼) sick days per month for each full month of employment. Unused sick leave may be accumulated to a maximum of one-hundred-fifty

(e) LeColt shall be a salaried employee of the TOWN and as such shall be an exempt executive employee for the purposes of the Federal Fair Labor Standards Act, 29 U.S.C., Section 201, *et seq.* In recognition of his administrative, managerial, and command status as an employee, LeColt shall not be entitled to overtime pay for work in excess of his normally scheduled hours. LeColt agrees to employment as CHIEF at the above compensation and understands that he shall not be entitled to any additional compensation from the Town by reason of any service that he may perform as CHIEF during the term hereof. LeColt shall not be allowed to receive compensation for details or extra shifts.

(d) It is agreed that the CHIEF be subject to any merit-based pay program instituted for non-union employees.

(c) It is agreed that Salary shall be pro-rated upon separation from service. (b) Said Salary will be paid in bi-weekly installments or at such other intervals as the Town pays other ranking Fire Department employees.

July 1, 2025 – June 30, 2026	\$168,000
July 1, 2026 – June 30, 2027	\$177,000
July 1, 2027 – June 30, 2028	\$182,000

(a) LeColt shall receive the following compensation:

16. SALARY/BENEFITS:

It is recognized that occasionally people may have business interests outside their full time jobs, but it is acknowledged and agreed that the CHIEF shall not let any such interests interfere in any manner with the responsibilities of full time fire chief. In all cases, the Town's interests shall take precedence.

15. OUTSIDE BUSINESS INTERESTS

Advanced Life Support certification statuses. The CHIEF shall be required to maintain a Paramedic level certification for the tenure of their employment.

- (i) This Employment Agreement is the result of negotiation and compromise by and among the parties and no party shall be prejudiced as having been the drafter of the Employment Agreement.
- (h) This Agreement shall be executed in duplicate to take effect as a sealed instrument, and each copy thereof shall be deemed an original.
- (g) No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.
- (f) Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing, sent by first class mail to the CHIEF's last known address or to the Town's principal office in Town Hall, with a copy to Town Counsel.
- (e) This writing constitutes the complete agreement of the parties as of the date of execution, and supersedes any prior agreements.
- (d) This agreement shall be binding and inure to the benefit of the heirs and permitted assigns of the respective parties.
- (c) If any clause or provision of this contract shall be determined to be illegal, unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.
- (b) This contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.
- (a) No change or modification of this Contract shall be valid unless it shall be in writing and signed by both of the parties.

18. MISCELLANEOUS:

LeColt shall reside within fifteen (15) miles of MIDDLETON, such distance to be measured from town boundary to town boundary. For the purposes of this section, residence shall mean the actual or principal residence, where he normally eats and sleeps.

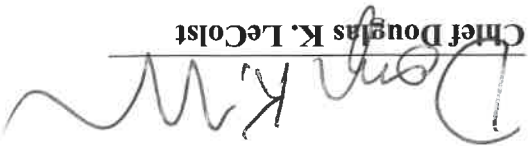
17. RESIDENCY

- (h) The Town will furnish LeColt with a laptop computer and cell phone for his official use or reimbursement under the Town's cell phone policy. If the CHIEF's phone, under the reimbursement option, is damaged in the course of duty, the Town will fund the cost of a replacement phone of the same value as the damaged phone.
- (150) days. At time of separation or retirement LeColt or his estate shall not be entitled to any pay out of accumulated sick days. LeColt may participate in the TOWN'S sick leave bank.

IN WITNESS WHEREOF, the parties have signed and executed duplicate copies of this Memorandum on the day and year first set forth above,

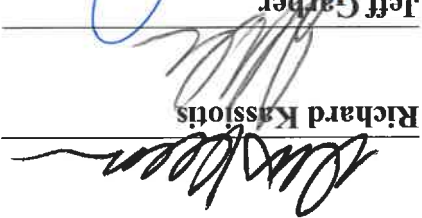
WITNESS:

Chief Douglas K. LeColist



TOWN OF MIDDLETON
By its Select Board

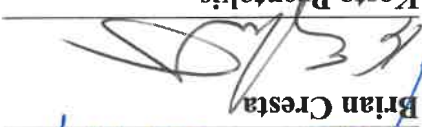
Richard Kassiotis



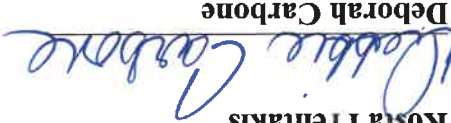
Jeff Garber



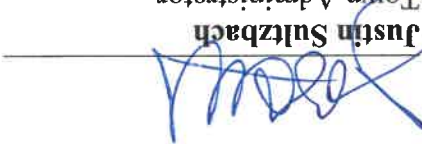
Brian Cresta



Kosta Pzentakis



Deborah Carbone



Justin Sultzbach

Town Administrator