EMPLOYMENT AGREEMENT BETWEEN
WILLIAM A. DEKING III
AND THE TOWN OF MEDFIELD, MA

This AGREEMENT is made pursuant to M.G.L. c. 41, § 108O between William A. DeKing III, ("Fire Chief" or "Mr. King") and the Town of Medfield ("Town"), acting by and through its Select Board ("Board"), to set forth the terms under which Mr. DeKing will be employed as the Medfield Fire Chief.

DUTIES

The Chief will perform the functions and duties specified in the Town By-Laws and to perform such other legally permissible and proper duties and functions as outlined in the Fire Chief's job description and Chapter 48, Section 42 of the General Laws of the Commonwealth of Massachusetts. The control of the Fire Department shall remain with the Fire Chief as defined under MGL Ch. 48, § 42. His duties shall include but not be limited to the following:

A. The Chief shall supervise the daily operation of the Medfield Fire Department. The Chief shall supervise all department personnel.

B. The Chief shall prepare the proposals for the Fire Department budget, which are submitted to the Town Administrator, Warrant Committee, and the Select Board.

C. The Chief shall give oral and/or written reports to the Town Administrator and/or Select Board when requested or required in order to ensure that proper communication exists between the Select Board and the Fire Department.

D. The Chief shall be responsible for all departmental expenditures, disbursements, and collected funds in accordance with the laws and statutes of the Commonwealth of Massachusetts and the Bylaws of the Town of Medfield.

E. The Chief shall oversee and be responsible for all equipment, vehicles, and non-expendable items assigned to the Fire Department.

F. The Chief shall be responsible for all training programs for department personnel.

G. The Chief shall assign shifts and duties of all department personnel.

H. In consultation with the Town Administrator and Select Board and in recognition of their shared responsibility and authority, the Chief shall be responsible to maintain the discipline and good order of department personnel. In doing so, the Chief shall notify and consult with the Town Administrator when any officer engages in any conduct that might warrant discipline, including a written reprimand, suspension, and discharge. The Chief recognizes that, while the Chief makes the final decision on suspensions and discharges, the decision is subject to the Town Administrator's determination, as the Town's collective bargaining

agent, that it is consistent with the collective bargaining agreement between the Town and the Medfield Permanent Firefighters.

I. In consultation with the Town Administrator and in recognition of their shared responsibility and authority, the Chief shall administer and enforce any collective bargaining agreement, contract, personnel policies, or by-laws applicable to any Fire Department personnel, including bringing to the attention of the Town Administrator any issues arising thereunder. The Chief recognizes that the Town Administrator serves as the Town's chief union negotiator and the Select Board make the final decision on grievances. To the extent requested and authorized by the Town Administrator, the Chief will assist in collective bargaining matters, including negotiations.

J. In accordance with Massachusetts General Laws Chapter 639, specifically Sections 1 & 13, the Chief shall serve as the Emergency Management Director for the Town of Medfield.

HOURS OF WORK; CELLPHONE AND VEHICLE

The Fire Chief shall devote that amount of time and energy reasonably necessary to faithfully perform the duties of the Fire Chief under this Agreement. It is recognized that the Chief must devote a great deal of time outside normal office hours to conduct the business of the Town. The Chief, therefore, shall be allowed to alter the Chief's schedule as the Chief deems appropriate during said normal office hours, and as such time will least adversely impact Department operations. The Fire Chief shall be considered an exempt employee under the Fair Labor Standards Act.

The Town shall provide and pay the expenses for a cell phone for use by the Fire Chief. At the request of the Town Administrator, the cell phone will be returned to the Town upon the Fire Chief's conclusion of employment.

The Fire Chief shall be provided with a police vehicle for his use. The Town will pay all operating, maintenance expenses and insurance. The vehicle is to be used in connection with the performance of the Fire Chief duties and may be used for personal reasons, since the Fire Chief is always "on-call" and has been designated as an essential public safety employee in the event of an emergency.

TERM OF CONTRACT AND TERMINATION

This Agreement shall be for a three (3) year term commencing May 2, 2025 and ending on June 30, 2028, subject, however, to termination during this three (3) year term as provided in this agreement.

DISCIPLINE OR DISCHARGE

During the term of this agreement, it is agreed that the Fire Chief can be suspended or removed for cause in accordance with M.G.L. c. 48, § 42 upon proper notice and only after a hearing at which the Chief shall have the right to be represented by his counsel at his own expense. Before any such disciplinary hearing shall begin, the Chief shall be given advance notice thereof, together with a written statement of the charge or charges or other basis of the actions. The principles of progressive discipline shall apply. Any such suspension or removal shall suspend or terminate any applicable terms of this Contract. The Town recognizes the Chief's right to have any disciplinary hearing before the Select Board open to the public if the Chief so requests.

For the purposes of this Agreement, "cause" shall mean the existence of a reasonable basis for the Board's dissatisfaction with the Fire Chief, including without limitation for poor performance, lack of capacity or diligence, failure to conform to usual standards of conduct, or other culpable or inappropriate behavior that diminishes the Fire Chief's effectiveness in the position. A suspension without pay for just cause will suspend the Town's obligations under the Agreement for the term of the suspension. A dismissal for cause will end the Town's obligations under this Agreement except as otherwise expressly stated in the Agreement. The Parties agree that expiration of the term of this Agreement shall also constitute "cause" for the purposes of termination.

The Chief may appeal any suspension or removal by the Appointing Authority to an arbitrator selected under the rules of the American Arbitration Association or otherwise mutually selected by the parties. The decision of the arbitrator shall be final and binding upon the parties, subject to either party's right to a review under M.G.L. c. 150C. All costs of such arbitration shall be equally borne between the Chief and the Town. Each party shall be responsible for their own attorney's fees. In the event that the Chief is removed by virtue of non-renewal of this Agreement or re-appointment, such removal shall not be subject to an appeal under this paragraph.

REMOVAL/SEVERANCE PAY

In addition to any of its other rights to end the Town's obligations under this Agreement, the, Board can end the Town's obligations and the employment of the Fire Chief during the term of the Agreement, or any holdover period, by paying the Fire Chief severance of six (6) months' salary either in a lump sum or in the same increments as the Fire Chief receives her regular pay, or any combination thereof. At the Board's option, the severance payment can be paid in whole or part by relieving the Fire Chief of his duties and authority during the term of the Agreement and paying the severance for the remainder of the term. At any time during this Agreement, the Board may vote to request the resignation of the Fire Chief. If the Fire Chief agrees to the Board's request, he shall receive severance of six (6) months' salary either in a lump sum or in the same increments as the Fire Chief receives his regular pay, or any combination thereof.

PAID ADMINISTRATIVE LEAVE

Nothing in this Agreement shall preclude the Town Administrator or the Board from relieving the Fire Chief of his duties and authority by placing the Fire Chief on paid administrative leave.

FIRE CHIEF NOTICE TO END AGREEMENT

The Fire Chief may end his obligation under this Agreement with three (3) months written notice to the Town Administrator or the Board.

PERFORMANCE EVALUATION

The Fire Chief and the Town Administrator shall meet annually for the purpose of reviewing the Chief's performance of his duties and responsibilities. These evaluations shall assess general performance as well as specific goals and objectives developed jointly by the Town Administrator, Select Board, and the Fire Chief. The Fire Chief shall have the opportunity to discuss an evaluation with the Town Administrator and the Board.

COMPENSATION

The Town agrees to pay the Fire Chief an annual, all-inclusive salary in installments on the same schedule as other Town employees:

- Effective May 2, 2025, the annual salary will be $156,000
- Effective May 2, 2026, the annual salary will be $159,900
- Effective May 2, 2027, the annual salary will be $164,697

There shall also be an additional stipend of $4,000 (Four Thousand Dollars) annually for holding the position of Emergency Management Director.

UNIFORMS

It is recognized that the Chief shall wear regulation uniform on a daily basis at his discretion. The Town agrees that the Chief shall be reimbursed for the purchase and/ or maintenance of regulation uniforms or civilian attire as follows:

Clothing allowance of $1,500.00 annually which will be used to pay for purchases of work clothing from vendors. Cleaning allowance of $300.00 to be made on the first pay date in December.

The Town agrees to replace any personal property, equipment, or clothing worn by the Chief covered by this agreement if lost, stolen, or damaged in the official performance of his duties. Such expenses shall not be charged to the Chief's clothing allowance.

HEALTH INSURANCE AND DENTAL INSURANCE

The Town agrees that the Chief shall be entitled to participate in group health insurance coverage to the same extent and on the same terms as other Town Department Heads.

DEATH DURING TERM OF EMPLOYMENT

If the death of the Chief occurs during his term of employment, the Town shall pay to the Chief's estate all of the compensation that would otherwise have been payable to the Chief up to the date of the Chief's death. This includes but is not limited to unused vacation days, holidays, and personal days.

VACATION, SICK AND PERSONAL LEAVE

The Fire Chief shall receive twenty-five (25) vacation days annually under the terms set forth in the Town's Personnel Administration Plan for non-union personnel. Subject to available funds and approval of the Select Board, the Fire Chief shall have the option of being compensated for up to ten (10) days of vacation leave at the salary in effect at the time of the request. The Fire Chief shall submit a request to the Select Board if he intends to exercise this provision, on or before December 31st of the fiscal year of the request.

The Fire Chief shall receive the sick and personal leave benefit under the terms set forth in the Town's Personnel Administration Plan for non-union personnel.

HOLIDAY PAY

Holiday pay shall be paid to the Chief for the following holidays:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Veterans' Day
5. Thanksgiving Day
6. Christmas Day
7. New Year's Day
8. Martin Luther King Day
9. Washington's Birthday
10. Patriot's Day
11. Memorial Day
12. Juneteenth

BEREAVEMENT LEAVE

The Fire Chief shall be granted Bereavement Leave benefit under the terms set forth in the Town's Personnel Administration Plan.

JURY DUTY

The Fire Chief shall be eligible for the Jury Duty benefit under the terms set forth in the Town's Personnel Administration Plan.

INJURED ON DUTY

The Fire Chief shall be entitled to "injured on duty" benefits provided in MGL Chapter 41 Section 111F of The Massachusetts General Laws and medical expenses as provided in MGL Chapter 41 Section 100, as determined by the Board.

PROFESSIONAL DEVELOPMENT AND EXPENSES

The Town of Medfield recognizes its obligation to the professional development of the Fire Chief. The Town agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a Fire Chief. Any or all of the opportunities, including those set forth below, are subject to the Town's ability to pay, which shall be determined by the Town Administrator.

The Town agrees that the Chief may attend seminar(s), conferences and courses, which in his judgment will be beneficial to his employment with the Town, preferably relating to Fire Department services or management.

The Chief will be reimbursed by the Town for all proper expenses and fees incurred while attending said conferences, seminars, and courses.

The Town agrees to pay for professional dues, subscriptions and fees reasonably related to the professional growth, development, education and training of the Fire Chief. The Chief shall be allowed membership in professional Fire Chiefs organizations and such other professional organizations deemed necessary and appropriate as may be mutually agreed upon by the Chief and the Select Board.

INDEMNIFICATION

Pursuant to M.G.L. c. 258, § 9, the Town shall defend, save harmless and indemnify the Fire 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 (irrespective of whether the Fire Chief is on duty or off) to a maximum of $1 million dollars, provided that such indemnification shall not apply to civil rights violations resulting from grossly negligent, willful or malicious conduct. This section shall survive the termination of this Agreement or removal of the Chief for the Chief's acts or omissions that occurred during his tenure as Chief.

RESIDENCY

The Fire Chief shall maintain a permanent residence within the fifteen (15) mile requirement under MGL 41 Section 99A.

NO REDUCTION OF BENEFITS

The Town agrees that the Town shall not at any time during this contract reduce the Salary, Compensation, or any other benefits of The Chief, except to the extent that such reduction is evenly applied "across the board" for all Department Heads of the Town or Town Meeting does not appropriate sufficient funds.

RENEWAL

The Board shall give the Fire Chief written notice of its intentions about renewing the Agreement no later than December 31, 2027 provided that the Fire Chief first notifies the Board in writing between September 1, 2027 and October 30, 2027, inclusive, asking the Board to provide him with written notice of its intentions about renewal no later than December 31, 2027. If the Board fails to provide said notice by December 31, 2027, and this Agreement is not renewed, the Town shall pay the Fire Chief severance in the amount described under the Removal/Severance Pay section of this Agreement. Said severance shall be the sole remedy for failing to meet the notice requirements in this Paragraph. Non-renewal can be considered just cause.

MODIFICATION

No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties. Either party desiring to modify or amend this contract must notify the other party in writing.

APPLICABLE LAW

This Agreement, the interpretations thereof and the enforcement thereof, shall be governed by the laws of the Commonwealth of Massachusetts, including Massachusetts General Laws Chapter 41, Section 1080, to the exclusion of the law of any other forum without regard to the jurisdiction in which any action or special proceeding may be instituted. If any provision, or any portion thereof, contained in this Agreement shall is determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.

The monetary items called for by this Agreement are subject to appropriation by Town Meeting.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on this 2nd Day of May, 2025.

William A. DeKing III

Select Board,
Town of Medfield