EMPLOYMENT AGREEMENT

THIS AGREEMENT effective as of the 23rd day of April, 2020, by and between the Town of Mansfield, Massachusetts acting through Kevin J. Dumas, its Town Manager, hereinafter called the "Town" and Justin Desrosiers of Mansfield, Massachusetts, hereinafter called the "Chief."

In consideration of mutual promises and covenants, the Town and the Chief do hereby agree as follows:

I. EMPLOYMENT

In accordance with the statutory authority vested in the Town Manager under the provisions of Chapter 41 Section 108O of the Massachusetts General Laws and any other applicable provisions of law, including but not limited to the Town Charter, Section 7-4, the Town hereby employs Justin Desrosiers as Chief of the Mansfield Fire Department and the Chief accepts such employment under the terms and conditions set forth herein. As of the date of this agreement, the parties agree that the Chief is not a covered employee within the Town of Mansfield Personnel Administration Plan. With that said, at a future date and upon implementation of the Town's Exempt Employee Plan executed by the Town Manager, the Fire Chief and all other Non-Union employees will be covered by the Town of Mansfield's Personnel Administration Plan. A copy of such plan will be made readily available and attached to this agreement at the appropriate time. It is understood that the Fire Chief shall not see a reduction in benefits due to this migration to the plan.

II. TERM OF AGREEMENT

The term of this agreement shall be for a three-year period, commencing on March 6, 2020 through and including March 6, 2023. This agreement may be modified in any respect during its term upon mutual written agreement by the Town Manager and the Chief. The parties recognize that the position of Chief is subject to the Civil Service Law, Chapter 31 of the General Laws. Accordingly, the appointment as Fire Chief is for an indefinite term and, the Chief shall be subject to removal from his position as Chief, to suspension, or to other discipline only in accordance with the applicable procedures and standards required by Chapter 31, including by written notice, and only after any required notice, hearing and just cause.

This Agreement shall be for the length of three years: a successor agreement may be reached by mutual agreement of the parties at any time prior to or subsequent to the expiration of the agreement. If no agreement is reached, then the terms of this contract will be renewed for one (1) year consecutively until such time as a new agreement is reached thereafter.

III. SALARY AND OTHER BENEFITS

The annualized base salary of the Chief under this Agreement as of March 6, 2020 shall be at an annual rate of $138,806.46 unless adjusted accordingly by permission of the Town Manager or adjustment by collective bargaining raises of the Mansfield Firefighters association as outlined in their subsequent

agreements. Furthermore, as of the first pay period of FY2021 and moving forward thereafter, the Chief shall receive an annual stipend in amount of $15,000.00 to be paid weekly in lieu of compensatory time to offset additional hours worked during the summer as part of requirements related to the Live Nation venue also known as Xfinity Center. Lastly, the Chief shall receive an annual stipend in the amount of $2,000.00 to be paid weekly for the responsibility of the management and oversight of Mansfield Emergency Management Agency (MEMA).

The Town Manager shall conduct an annual review of the Chief's performance of his duties under this Agreement. The review shall result in a written performance evaluation by the Town Manager which shall be provided to the Chief and discussed with him. As part of the annual performance review, the Town Manager shall determine whether, based on the review, an upward adjustment in the Chiefs base salary is merited and, if so, the appropriate amount of such adjustment. During the term of this Agreement, the Town Manager, in cooperation with the Chief, may determine specific appropriate goals and objectives to be achieved by the Fire Department, which shall be set forth in writing and which shall be the basis for subsequent performance reviews. Performance incentives shall be outlined in a separate document incorporated by reference and reasonably linked to the needs of the community as outlined by the Town Manager.

The Chief shall be entitled to benefits equivalent to those provided for the in the Collective Bargaining Agreement covering sworn members of the Mansfield Fire Department, as negotiated from time to time:

Such benefits shall include but not be limited to:

Sick Leave
Vacation
Uniform Allowance and cleaning and repair thereof
Attendance Incentive Program
Physical Fitness Program
Education Incentive Program
Paramedic Percentage & Recertification Stipend
Tuition Reimbursement
Bereavement Leave
Holidays
Group Health and Life Insurance
Longevity

The Chief shall be granted four days leave for personal business, which leave shall not accumulate from year to year.

IV. EDUCATIONAL COURSES AND PROFESSIONAL DEVELOPMENT

The Fire Chief shall be permitted to enroll in and attend courses, seminars and meetings to develop his skills and abilities as a Fire Chief. He shall also be allowed to become a member of professional organizations and to subscribe to professional publications. Organizational memberships and associated conferences may include, but not be limited to those of the International Association of Fire Chiefs, Fire Chiefs Association of Massachusetts, Norfolk County Fire Chiefs Association, Bristol County Fire Chiefs Association, Southeastern Massachusetts EMS Council. The costs of such memberships, courses, seminars, conferences and meetings, including reasonable expenses for travel, lodging and meals, shall be paid by the Town, provided, however, that costs incurred with respect to travel and lodging for out-of-state trainings shall not be paid or reimbursed unless approved in advance by the Town Manager. Additionally, the cost of necessary textbooks associated with courses which are the subject of this Agreement shall be paid by the Town. Such textbooks shall become the personal property of the Fire Chief.

V. EXPENSES

Subject to applicable provisions of law, the Town shall reimburse the Chief for expenses reasonably incurred in the performance of his duties under the terms and conditions of this agreement, provided that any single expense in excess of five hundred ($500) dollars is approved, in advance, by the Town Manager.

VI. DUTIES OF THE CHIEF

Per the Town Charter, the Chief shall have responsibility for the operation and administration of his department. He shall have complete authority and responsibility for the recruitment, retention, training and duties of all Fire Department personnel and for the maintenance and allocation of all Fire Department equipment. He shall have full responsibility for the protection of life and property, and shall be in complete command of all persons and equipment in the immediate area of any emergency for which he is charged with responsibility.

The Chief shall be the executive head of the Town's Fire Department, and as such, the Chief shall have the duties, responsibilities, and control of the Town's Fire Department specified by Massachusetts General Laws, the Town Charter, Section 7-4, and by the Rules and Regulations of the Town and its Fire Department.

The Chief shall devote his full time, skill, labor and attention to his duties and responsibilities during the term of this Agreement, provided, however, that he may, with the prior written approval of the Town Manager, undertake consulting work, speaking engagements, writing, lecturing, or other professional duties and obligations, so long as in the Town Managers good faith judgment such activities do not derogate from the Chiefs' duties and responsibilities under this Agreement. The Chief shall also provide to the Town Manager, at his request, a letter from the State Ethics Commission outlining its approval of any outside compensation he is to receive.

It is understood that the Chief must devote significant time outside normal business hours to the business of the Town's Fire Department. The Chief will, therefore, be allowed to take compensatory

time off as he shall in good faith deem appropriate during said normal business hours. Because of the professional nature of the position of the Chief, it is understood that the hours of work will not be specified, subject to the Chief's compliance with the requirement of this Agreement.

It is understood that the Chief must meet with the Town Manager on a monthly basis, or at such other intervals as the Town Manager may require, to discuss the operations of the Town's Fire Department.

VII. USE OF FIRE DEPARTMENT VEHICLE

The Chief shall have the use of a Fire Department vehicle on a 24 hours/day basis in accordance with all state ethics laws, and the costs of all purchase, upkeep, insurance, fuel and maintenance shall be borne by the Town. The choice of which vehicle to be used by the Chief from the Town Fire Department's fleet shall be the sole prerogative of the Chief. No new or replacement vehicle shall be purchased for the Chief's exclusive use in his capacity as Fire Chief pursuant to this Section VII without the prior written approval of the Town Manager.

VIII. INDEMNIFICATION

For acts performed in good faith and without gross negligence and in belief that the Fire Chief is acting in the interest of the Town, The Town agrees to defend, save harmless, and indemnify the Chief from and for any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission by him in the performance or scope of the Chiefs official duties, including but not limited to legal fees and costs, including but not limited to the those covered by Chapter 258 of the General Laws. The Town's obligations hereunder shall survive any expiration of this Agreement.

IX. ENTIRE AGREEMENT; MODIFICATION; SEVERABILITY; LIABILITY

This writing contains the entire agreement between the Chief and the Town. There have been no inducements, promises, terms, conditions or obligations made or entered into by either patty other than those set forth herein. No modification or addition to this agreement shall be effective unless and until set forth in writing and executed by both parties.

If any paragraph or part thereof of this Agreement shall be determined to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law. The construction and interpretation of this Agreement shall be governed by the statutory and case law of the Commonwealth of Massachusetts.

The Chief and the Town agree that there shall be no personal liability on the part of any Town official, nor shall any Town official be sued personally or in any case be liable for any alleged violation of this agreement.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals on the day first above mentioned.

INDIVIDUALLY

By_____
Justin Desrosiers

4/23/20
Date

Town of Mansfield, Massachusetts,

By _____
Kevin J. Dumas, Town Manager

4/23/2020
Date