

EMPLOYMENT CONTRACT BETWEEN
THE TOWN OF GROVELAND
AND
CHIEF ROBERT E. VALENTINE

On this 28th day of October, 2019, the Town of Groveland, a municipal corporation with a business address of 183 Main St. Groveland, Massachusetts, (hereinafter the "Town") by the Board of Selectmen and Chief Robert E. Valentine, with a current residential address of 118 Duchess Road, Cumberland, Rhode Island, (hereinafter the "Chief") enter into the following contract pursuant to Massachusetts General Laws Chapter 41, Section 108O, as amended.

WHEREAS, the Town is desirous of securing the services of the Chief in the administration of the Groveland Fire Department (hereinafter the "Department"); and

WHEREAS, the Chief wishes to perform the duties of the position of Fire Chief as provided herein and subject hereto; and

WHEREAS, the Town has or hereby does recognize voluntarily pursuant to M.G.L. c. 150E, § 4 and the applicable regulations of the Massachusetts Labor Relations Commission, the position of Fire Chief as a supervisory unit, separate and distinct from all other units in the Fire Department;

NOW, THEREFORE, the Town and the Chief hereby and hereinafter agree to the following terms and conditions as stated herein and subject to the statutory references that shall be incorporated into this Contract.

Section 1. APPOINTMENT

The Town hereby and hereafter appoints the Fire Chief pursuant to and in accordance with Chapter 48, Section 42.

Section 2. TERM

- a. The initial term of this Contract shall be for a term commencing on December 1, 2019 and ending on June 30, 2022. However, this Contract may be extended as provided by its terms.
- 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 six 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-year period.

Section 3. COMPENSATION & BENEFITS

- a. The Town shall pay the Fire Chief the sum of \$75,000 to start, the Board will schedule a meeting three months from the commencement date, and if MA Fire Chief Credentials, and Mass EMT certification have been obtained, the salary will be increased to \$77,000. The first six (6) months of employment are considered a probationary period for

employees. This period is intended to provide a reasonable time period during which the employee can demonstrate the ability to perform the duties of the position. If all certifications have not been obtained within the first six (6) months, the Board will meet with the Fire Chief to renegotiate the terms of this agreement.

Beginning with the Fall 2020 Semester, there will be a requirement for the Chief to successfully pass, and provide documentation of such, a minimum of two (2) Bachelors courses per semester (six credits), at the completion of his Bachelor's degree, the Chief will receive a three thousand dollar (\$3,000) increase.

b. On July 1st, 2021, the Chief shall receive a 2% increase in his salary.

c. In addition to the foregoing, the Chief shall receive, and be entitled to, the following benefits:

1. Vacation Leave: There shall be no vacation time accrued during the probationary period. Beginning on July 1, 2020, and in each subsequent twelve (12) month period from July 1st through June 30th, the Chief shall be entitled to 15 days of vacation leave. No more than 10 days of unused vacation may be carried over from one year to another. Vacation leave shall be scheduled by the Chief so as not conflict with the needs of the Town. Unused vacation shall be paid in full to the Fire Chief upon termination.

2. Sick Leave: The Chief shall accrue 15 sick days per year, which shall be accrued at 1.25 days per month. Should the Chief be out sick more than three (3) consecutive days, the Town may require a doctor's certification. There will be no payout of unused sick leave upon retirement or death.

3. Personal Leave: In the initial year of the contract, and until June 30, 2020, the Chief shall be entitled to three (3) days of personal leave. In each subsequent twelve (12) month period from July 1st through June 30th the Chief shall be entitled to 3 personal days per fiscal year to be taken at the Chief's discretion.

4. Bereavement Leave: In the event of the death of a spouse, son, daughter, father, mother, stepson, stepdaughter, stepfather, stepmother, brother, sister, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild or any person not classified above, but who permanently resides with the family of the Chief, the Chief shall be granted 3 days off, and in the event of a death in the Chief's family for a relative other than those herein enumerated, the Chief shall be granted 2 days off as bereavement leave within a reasonable amount of time without loss of pay for the purpose of attending funeral services, arranging for burial, and as a period of bereavement. Leave without loss of pay under this section will not be deducted from sick, personal, or vacation leave.

5. Holidays: The Chief shall be entitled to the same holiday schedule as provided by the Town's Personnel Procedures Manual.

6. Clothing/Equipment Allowance: The Chief shall receive an annual allowance of \$1,200 each fiscal year for the purchase and maintenance of job related clothing. In addition, he shall be entitled to a cell phone and service, covered by the Town.

7. Insurance: The Chief shall be eligible to obtain health, dental, and life insurance with the same coverage and cost as other town employees under Massachusetts General Laws c. 32B.

Section 4. DUTIES

The head of the Fire Department for the Town shall be the Fire Chief. The Chief shall have administrative control of the Fire Department. The duties of the Chief shall include, but not be limited to those outlined in the attached job description.

Section 5. HOURS OF WORK

The position of Fire Chief shall be a salaried position structured to best fit the needs of the Fire Department given the tasks and duties held by the rank of Fire Chief. The work week shall consist of normal business hours and other hours, as required or necessitated for the proper performance of his duties and responsibilities, subject to all other provisions of this agreement.

The Chief further agrees to devote that amount of time and energy which is reasonably necessary for the Chief to faithfully perform the duties of Fire Chief under this Agreement. (Expected to be a minimum of forty (40) hours per week)

In addition, the Fire Chief agrees to keep the Board of Selectmen or its designee advised regarding times when the Fire Chief expects to be absent from Town or otherwise unavailable for periods greater than (3) consecutive days.

5a. Work Beyond Normal Office Hours

It is recognized that in order to adequately accomplish the duties of the Fire Chief, the Chief must devote a great deal of time outside the normal office hours to the business of the Town. Such additional time includes, but is not limited to the time required to represent the Town at various meetings and events, meetings with the Board of Selectmen and other Town boards, commissions, departments and Town Meetings, and the time necessitated by emergency situations. It is acknowledged that the position is one of the Executive/Administrative nature, as that term is used in the Fair Labor Standards Act. There shall be no paid overtime for said additional hours worked. To that end, the Fire Chief shall be allowed to take compensatory time off as he shall deem appropriate during said normal office hours of that same pay period. There shall be no accrual of compensatory time.

Section 6. INDEMNIFICATION

The Town agrees to defend, save harmless and indemnify the Chief against any complaint, claim, demand, suit or judgment, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of the Chief's duties as Fire Chief of the Town. This provision shall survive any termination of this agreement with respect to acts or omissions while serving as the Chief.

Section 7. INSURANCE

Professional Liability Insurance: The Town agrees to furnish at its own expense, professional liability insurance for the Chief with liability limits of not less than ONE MILLION (\$1,000,000.00) DOLLARS.

Section 8. DEATH DURING TERM OF EMPLOYMENT

If the Chief dies during the term of this Contract, or any extension thereof, the Town shall pay to the Chief's spouse 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 accrued, but unused leave days. In the event that the Chief's spouse does not survive the Chief, or the Chief does not have a spouse at the time of his death, then the Town shall pay to the Chief's then living descendent(s), to be divided equally, 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 accrued, but unused leave days, in shares as may nearly be of equal value.

Section 9. PROFESSIONAL DEVELOPMENT

The Town agrees to pay for the reasonable registration, travel, and sustenance expenses of the Fire Chief for courses, institutes, and seminars that are necessary for his professional development and for the good of the Town, subject to the availability of an appropriation.

The Board recognizes and encourages the Fire Chief to join professional organizations that are typically affiliated with municipal government and public safety. Should the Fire Chief attend seminars, conferences, or workshops sponsored by such professional organizations, time spent as such conferences shall not be deducted from vacation leave. For attendance at any professional development over one (1) day's duration, the Fire Chief shall notify the Board of Selectmen in advance.

The Town will not cover the fees associated with courses or training that is required as an initial condition of employment. (ie. MA Fire Chief Accreditation, Massachusetts EMT Certification). Once those initial certifications are obtained, the Town would cover ongoing recertification costs.

Section 9a. Professional Affiliations

The town may provide funds for membership and subscription in appropriate professional organizations 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 Essex County Chiefs, Fire Chiefs Association of Mass, Fire Prevention Association of Mass, International Association of Arson Investigators and Metro Fire Investigators.

Section 10. AUTOMOBILE

The Town shall provide a Fire vehicle for use by the Fire Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Fire Chief in connection with official business and for reasonable personal use with the exception of overnight personal travel. The Chief will not have use of the town vehicle during scheduled vacations. Vehicle is not to be altered, excluding normal wear and tear, without prior approval of the Board of Selectmen.

Section 11. RESIDENCY

The Fire Chief must reside within a thirty (30) minute response time to Groveland.

Section 12. ADDITIONAL REQUIREMENTS

Must obtain MA Fire Chief Accreditation, possess a valid Massachusetts Class D Motor Vehicle Driver's License, and be certified as a Massachusetts Emergency Medical Technician (EMT) within six months of appointment.

Section 13. DISCIPLINE & SUSPENSION

- a. During the term of this agreement, it is agreed that the Fire Chief can be suspended or removed for just 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 Board of Selectmen open to the public if the Chief so requests.

- b. 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.

Section 14. RESIGNATION & TERMINATION

- a. Voluntary Resignation: In the event the Chief intends to resign voluntarily before the natural expiration of any term of employment, then the Chief shall give the Town thirty (30) days written notice in advance, unless the parties otherwise agree in writing. Provided such notice is given, the Chief will be entitled to receive pay for any unused vacation leave time.
- b. Involuntary Termination: In the event the Chief resigns following a formal suggestion by the Town that he resign before the expiration of the then applicable term of employment, the Town agrees to pay the Chief a lump sum severance payment equal to three (3) months' salary and benefits.

Section 15. NO REDUCTION OF BENEFITS

The Town agrees that the Town shall not at any time during 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 non-union department heads in the Town.

Section 16. MISCELLANEOUS PROVISIONS

- a. This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.
- b. If any provision of this Contract is declared or found to be illegal, unenforceable, or void by a court of competent jurisdiction, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.
- c. No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both Parties.
- d. The Parties executing this Contract agree that the recitals herein constitute the entire agreement between the parties. No other agreement, including any other written, oral or other agreement, will be considered to exist or to bind the parties to this Agreement. No representative of any party to this Contract, had, or has any authority to make any representation or promise not contained in this Contract, and each of the parties to this Contract acknowledges that such party has not executed this Contract in reliance upon any such representation or promise.

Section 17. BENEFITS SUBJECT TO APPROPRIATION

For any clause of this Contract which provides that a certain benefit to the Chief shall be subject to appropriation, the Town understands and acknowledges that it shall be responsible to budget and support any such appropriation and the terms of this Contract at any and all town meetings.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written.

TOWN OF GROVELAND

Acting by and through its

BOARD OF SELECTMEN:



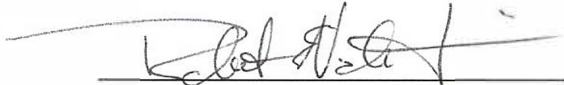








FIRE CHIEF



Robert E. Valentine

WITNESS TO ALL SIGNATURES



** As amended on May 18, 2020 **



TOWN OF GROVELAND

Job Title: Fire Chief

Department: Fire Department

Supervisor: Board of Selectmen

Hours Worked: Full Time – 40 Hour Exempt Position

Salary Range: \$75,000 - \$90,000/year

Date: July 8, 2019

General Purpose:

Position is responsible for planning, directing, and coordinating the activities and operations of the Town's Call Fire Department to ensure the effective and efficient provision of emergency and non-emergency fire services, including fire suppression, prevention, inspection, and education, and emergency medical services, emergency management and planning, and related programs. Consults with the Board of Selectmen and/or Finance Director on issues involving significant changes in service or staffing levels, major disciplinary problems, or long-range strategy considerations requiring budget planning and appropriation. Responsible for the planning and execution of all major capital projects.

Supervision Received:

Under the administrative direction of the Board of Selectmen, the employee carries out duties and responsibilities in accordance with municipal policies and objectives as well as state and federal laws and/or regulations; the Fire Chief establishes short and long-range department and individual employee goals and objectives and performance standards; assumes direct accountability for department results. Consults with the Finance Director or the Board of Selectmen when clarification, interpretation or exception to municipal policy may be required. The employee is responsible for the development and administration of the department's operating and capital budgets. The employee is also expected to resolve all conflicts, which arise and coordinate with others as necessary.

Supervision Exercised:

The employee is accountable for the direction and success of programs accomplished through others and is responsible for analyzing program objectives, determining the various work operations needed to achieve them, estimating the financial and staff resources required, allocating the available funds and staff, reporting periodically on the achievement and status of the program objective; and recommending new goals. The Fire Chief formulates or recommends program goals and develops plans for achieving short and long-range objectives; determines organizational structure operating guidelines and work operations; formulates, prepares and defends budget and manpower requests and accounts for effective use of funds and staff provided; coordinates department efforts within the unit and with other departments; delegates authority to subordinate supervisors and holds them responsible for the performance of their unit's work; reviews employees performance in terms of accomplishment of program objectives and progress reports, approves standards

establishing quality and quantity of work; and assists or oversees the personnel function, including or effectively recommending hiring, training, and disciplining of employees. Work operations are subject to frequent, abrupt, and unexpected changes in deadlines, volume of work, sudden emergencies due to uncontrollable or unpredictable circumstances.

Essential Functions:

(Essential functions, as defined under the Americans with Disabilities Act, may include the following duties, knowledge, skills, and other characteristics. This list of duties is illustrative only, and is not a comprehensive listing of all functions and tasks performed by positions in this class. It does not imply that all positions within the class perform all of the duties listed, nor does it necessarily list all possible duties that may be assigned.)

Plans, coordinates, supervises and evaluates the provision of fire suppression, emergency management, fire prevention/inspections and emergency medical services operations as well as all functions associated with the department's daily operation in accordance with the National Incident Management System.

Responsible for the development and implementation of the fire department's standard operating guidelines (SOGs) and the enforcement of all applicable laws, Codes and Standards under the authority of the State Fire Marshall.

Prepares and submits operating and capital budget for the department; plans for the department's long-term needs, capital improvements, new and replacement equipment and manpower; and assigns personnel and reviews the department's performance and effectiveness.

Responsible for the planning monitoring and evaluation of the work of members of the Fire Department including the hiring of new personnel and the promotion, discipline or termination of department employees.

Writes grants to increase departmental resources and oversees program/project implementation if grant funds are awarded.

Identifies departmental training needs, and supervises the development and implementation of staff training in fire suppression, fire prevention, and emergency response.

Responsible for the enforcement of the State fire codes and related Town ordinances; prosecutes offenders when appropriate.

Ensures the department provides regular fire safety education to members of the public.

Performs communications and public relations activities as appropriate, and prepares and disseminates departmental news releases.

Supervises maintenance and testing of all apparatus and equipment, and makes inspections of personnel, equipment, and facilities.

Supervises the preparation and maintenance of records and reports, and ensures staff maintain accurate and thorough records.

Provides assistance to neighboring governments per mutual aid agreements.

Actively participates in Public Safety Team meetings and coordinates with other Department Heads and Finance Director during emergencies.

Attends professional meetings, training programs and seminars in order to stay abreast of changes or trends in the fire field and Massachusetts statutes and regulations and to maintain required licenses and/or certifications.

Fosters positive relationships with the Board of Selectmen, Finance Director, the Police Department, Department Heads, the Regional School district, Trinity Ambulance, and town boards and committees.

Performs other duties as assigned.

Knowledge, Skills, Abilities, and Other Characteristics:

Knowledge: Thorough knowledge of modern fire prevention and inspection methods, techniques, and problems including those involved in industrial, commercial, and residential structures and large fuel fires. Knowledge of fire administration including organization, staffing, financing, equipment management and maintenance, records and reports. Knowledge of state and national fire safety codes, state fire safety laws and regulations, relevant building code regulations, and fire protection standards, in addition to emergency medical care, rescue procedures and technology, hazardous materials operations, and radio communications. Knowledge of the chemistry and physics of fire, including the science of fire, fire conditions, and fire development/spread of heat and smoke. Knowledge of fire ground operations/fire suppression, including size up, engine company operations, ladder company operations, search and rescue, ventilation, hydraulics, ladder operations, water supply/pump and hose operations, driving fire department apparatus and vehicles, overhaul and salvage, firefighter safety and survival, incident scene management and communications, post-incident activities, and incident command. Knowledge of building design, construction, and materials, including concepts of construction/methods and materials of construction, building codes, ordinary, wood frame, and heavy timber/mill construction, non-combustible construction and fire-resistive construction, vacant and abandoned structures, features of fire protection and other building design details and hazards, and structure collapse. Knowledge of the capabilities and limitations of a wide range of firefighting equipment. Knowledge of fire protection, including, extinguishing systems and agents (i.e., sprinklers, standpipes, foam, wet chemical, dry chemical, clean agent, and carbon dioxide) and fire detection and alarm systems, and equipment maintenance and drill procedures.

Abilities: Ability to plan, schedule and review the activities of the Fire Department and to maintain discipline. Ability to command and control emergency situations under emergency conditions. Ability to enforce building, sanitation, and life safety codes. Ability to inspect the effectiveness of a firefighting organization and to institute improvements. Ability to establish and maintain effective working relationships with subordinates, other officials and the public. Ability to operate heavy fire apparatus and operate apparatus equipment. Ability to operate power and hand-operated equipment used by the Fire Department. Ability to investigate and analyze fire and explosion incidents and to render opinions as to their origin, cause, responsibility and how they could have been prevented. Ability to communicate effectively and persuasively, orally and in writing. Ability to address an audience effectively. Ability to speak before groups and to present fire safety programs to groups of varying age and type of interest. Ability to operate personal computers using the internet, word processing, spreadsheet and fire and EMS service computer. Ability to perform mathematical calculations and interpret results. Ability to make informed decisions based on broad knowledge, good judgment, and common sense.

Skill: Skill in the evaluation of tactical and operational requirements of situation involving large, destructive fires. Skill in the application, enforcement, and revision of building, sanitation and life safety codes. Skills in the use of firefighting and emergency medical equipment including, but not limited to, firefighting tools, jaws of life, fire trucks, generators, saws, pumps, and medical equipment. Skill in the application of administrative and management methods and procedures to departmental activities.

Working Conditions & Physical Demands:

Work is typically in an office setting, involving sitting, with intermittent periods of stooping, walking, and standing. When in the field, may require some agility and physical strength, such as moving in or about construction sites or over rough terrain, or standing or walking most of the work period. Occasionally, work may require lifting heavy objects and carrying them (up to 50 lbs.). There may be need to stretch and reach to retrieve materials. When working a fire, moderate to strenuous physical effort required in the performance of work at the scene of fires or emergencies which require long periods of walking and standing. At fires, wears full protective equipment weighing approximately 50 pounds. During emergencies, the employees is required to climb, stoop, crouch, kneel, run, roll, and climb a ladder.

Essential functions involve close hand and eye coordination and physical dexterity. Manipulation and motor control under conditions which may require extreme accuracy may be critical. Required to sit, talk, and hear; use hands to finger, handle, feel or operate objects, tools, or controls, and reach with hands and arms as in physically picking up files, papers and other common office objects. Employee must possess the ability to operate a keyboard at a moderate speed. When working a fire, a great deal of motor skill is required to use the proper equipment.

The employee is required to work beyond normal business hours to attend evening meetings and in response to man-made or natural emergency situations on a 24/7 basis, 365 days per year.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Nature and Purpose of Public Contacts:

Relationships are constantly with co-workers, the public and with groups and/or individuals who have conflicting opinions or objectives, diverse points of view or differences where skillful negotiating and achieving compromise is required to secure support, concurrence and acceptance or compliance. The employee may represent to the public a functional area of the municipality on matters of procedures or policy where perceptiveness is required to analyze circumstances in order to act appropriately.

Accountability:

Duties include primary responsibility for a major functional section of the organization for technical processes, service delivery, and contribution to organizational plans and objectives and fiscal responsibility for the department including buildings, equipment and staffing utilization. Consequences of errors, missed deadlines or poor judgment could severely jeopardize department operations or have extensive financial and legal repercussions. Poor judgment could have a continuing adverse effect.

Judgement:

Guidelines only provide limited guidance for performing the work which may be in the form of administrative or organizational policies, general principals, legislation or directives that pertain to a specific department or functional area. Extensive judgment and ingenuity are required to develop new or adapt existing methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of the guidelines or policies. The incumbent is recognized as the department or functional area's authority in interpreting the guidelines, in determining how they should be applied, and in developing operating policies.

Complexity:

The work consists of managerial functions and processes such as planning, organizing, controlling, coordinating, evaluating, integrating activities and programs for a major functional area of the district.

Confidentiality:

Incumbent has regular access at the departmental level to a wide variety of confidential information, including personnel records.

Education and Experience:

Bachelor's degree in Fire Science, Fire Protection Engineering, Public Administration, Business Administration or a related field; a minimum of ten (10) years progressive experience as a uniformed, member of a fire department providing Fire and Emergency Medical Services with a minimum of five (5) years experience at a supervisory or command rank; Experience overseeing a call department is preferred; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Special Requirements: Must have or be able to obtain MA Fire Chief Accreditation within six months of appointment, Firefighter 1 & 2 Certification, Incident Command training, valid Class D Motor Vehicle Driver's License; Emergency Medical Technician (EMT) certification required. Must reside within a thirty (30) minute response time to Groveland.

Non-Discrimination Clause:

No individual shall be denied any rights guaranteed pursuant to local, state and/or federal law on the basis of race, color, religion, national origin, sexual orientation, gender, gender identity, or disability.

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required. This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer as the needs of the employer and/or requirements of the job change.