

**EMPLOYMENT CONTRACT
BETWEEN
TOWN OF GROVELAND
AND
FIRE CHIEF**

On this 6th day of JUNE, 2022, the Town of Groveland, a municipal corporation with a business address of 183 Main Street Groveland, Massachusetts, (hereinafter the "Town") by the Board of Selectmen and Chief Robert E. Valentine, (hereinafter the "Chief") enter into the following contract pursuant to Massachusetts General Laws Chapter 41, Section 1080, 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 three-year term commencing on July 1, 2022 and ending on June 30, 2025. 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 following salary per year:
 - a. FY 2023 = \$84,467.00
 - b. FY 2024 = \$88,690.00
 - c. FY 2025 = \$93,125.00
- B. In addition to the foregoing, the Chief shall receive, and be entitled to, the following benefits:
 1. **Vacation Leave:** The Chief shall be entitled to 15 days of vacation leave in each twelve (12) month period from July 1st through June 30th. 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. Upon retirement as a full-time employee of the Town, or upon the Chiefs death during the term of this contract, the Chief shall receive 30 percent of days accumulated sick leave.**
 3. **Personal Leave:** The Chief shall be entitled to 3 personal days per fiscal year to be taken at the Chiefs 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 five 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 two 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 Chiefs 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 Chairman of Board of Selectmen or its designee in advance.

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. 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 Chiefs 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 13. 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 14. 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 15. 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 16. 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:



**WITNESS TO ALL
SIGNATURES:**


