

TOWN OF WHITMAN, MASSACHUSETTS
CONTRACT OF EMPLOYMENT FOR THE FIRE CHIEF

THIS AGREEMENT, to be effective July 1, 2019, by and between the TOWN OF WHITMAN, Commonwealth of Massachusetts, a municipal corporation, acting by and through its Board of Selectmen, hereinafter referred to as "the Board", who act hereunder in their representative capacity only and without any personal liability to themselves, hereinafter referred to as "the Employer" or "the Town", as party of the first part, and TIMOTHY J.GRENNO, hereinafter referred to as "the Employee" or "Grenno", as party of the second part, both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, Massachusetts General Laws, chapter 41, §1080 authorizes the Town, acting by and through its Board of Selectmen to establish an employment contract for its Fire Chief; and,

WHEREAS, the Board of Selectmen has appointed said Timothy J. Grenno as Fire Chief and Director of Emergency Management under M.G.L. c. 48, §42; and,

WHEREAS, it is the desire of the Town to provide certain benefits, establish certain conditions of employment and to set the working conditions for Grenno; and,

WHEREAS, it is the desire of the Town to (1) secure and retain the services of said Grenno and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring Grenno morale and peace of mind with respect to future security; (3) to act as a deterrent against misfeasance, malfeasance or dishonesty for personal gain on the part of Grenno; and (4) to provide in accordance with applicable laws such as the Age Discrimination Act, the Americans with Disabilities Act, and applicable Massachusetts Civil Rights laws, a due process means for terminating Grenno's services at such time as he may be and/or is unable to discharge his duties given reasonable accommodations, due to disability or otherwise or is proven to be not discharging his duties or when the Town may otherwise desire to terminate his employ for just cause; and,

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

WHEREAS, Grenno desires to accept full time employment as the Fire Chief for the Town of Whitman and to use his best efforts, skills, abilities and training to carry out his duties and responsibilities;

Now THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1: Term

A. This Agreement shall become effective as of July 1, 2019, and shall remain in full force and effect through June 30, 2022, at which time this Agreement shall terminate. During the term of this Agreement, Grenno agrees to remain in the exclusive employ of the Town and neither to accept other regular employment nor to become regularly employed by any other employer or be involved in any other employment activity that is demonstrated to have prevented him from performing his duties as stated herein, unless he has received the prior written approval of the Board of Selectmen for said activities, until said termination date, unless said termination date is affected as hereinafter provided.

B. The Parties agree to endeavor to meet and confer approximately seven (7) months prior to the expiration date of this Agreement for the purpose of discussing the continuation of the employment relationship and, if agreeable to continuing the employment relationship hereunder, to endeavor to negotiate the terms of a successor agreement. It is understood by the Parties that the objective of this clause is to enable the Parties to know by at least approximately six (6) months prior to the expiration of this Agreement as to whether the Parties are to continue in an employment relationship, so that each may, if necessary, have the maximum amount of advance notice if the relationship is not to continue. To that end, each Party agrees to act in good faith in meeting the time periods in this clause; however, the Parties may agree to another time period(s). A failure to so meet or reach agreement whether or not to continue the employment relationship or as to the terms of any successor agreement shall not be

construed as a breach of this Agreement or give any rights or benefits to Grenno by reason thereof or otherwise extend the terms of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to suspend and/or terminate the services of Grenno for just cause and in accordance with and not in violation of any and all state and federal laws at any time, subject only to the provisions of this Agreement, M.G.L. c. 31, and the provisions of any other applicable laws as noted herein..

D. Nothing in this Agreement shall prevent or otherwise interfere with Grenno's right to resign at any time from his position with the Town, subject only to the provisions set forth in this Agreement and the provisions of any applicable law.

Section 2: Duties

The Town hereby agrees to employ the said Timothy J. Grenno as Fire Chief for the Town of Whitman to perform the functions and related duties of said position as specified in Massachusetts General Laws, as amended from time to time, applicable by-laws, rules and regulations of the Town, votes of the Town Meeting, general or special laws, all of which as may be amended, rescinded and supplemented from time to time and to perform such other legally permissible and job related proper duties and functions as the Board of Selectmen or Town Meeting shall from time to time assign and/or are normally within the range of duties and responsibilities performed by a person holding the position of Fire Chief, including but not limited to those set forth in the job description attached hereto and incorporated herein by reference as Addendum A. Grenno agrees to perform such duties in a timely and efficient manner consistent with applicable professional standards.

Section 3: Hours of Work

The work week is anticipated to be 40 hours. Grenno shall devote as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of his position. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, Grenno may have to expend additional time beyond the normal work day and he agrees to do same as is required and

necessary. Such additional time includes but is not limited to time required to represent the Town and/or the Fire Department at various meetings and events, meetings with the Board and other Town boards, commissions, departments and Town Meetings, and time necessitated by emergency situations. It is acknowledged that the position of fire department chief is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time so long as the position and its duties remains an Executive/Administrative position. However, since Grenno's workday frequently extends beyond normal work hours, reasonable time off during the workday for personal reasons or emergencies will be allowed without loss of pay or deduction from personal, sick or vacation leave. In the event Grenno intends to take time off under this provision he will provide notice to the Chair of the Board of Selectmen or his/her designee.

Section 4: Salary

A. All salary and fringe benefits provided in this Agreement and obligations of the Parties are subject to annual appropriation by Town Meeting. The Board of Selectmen agrees to request as part of the annual budget process funds sufficient to meet the obligations *under this Agreement.*

B. Subject to the terms and conditions of this Agreement, and while engaged in and performing the duties of Fire Chief, the Town agrees to pay Grenno for his services rendered as set forth below. As used in this provision and elsewhere in this Agreement, the annual term for purposes of compensation and other benefit eligibility shall be July 1 through June 30, of each year that this Agreement is in effect. The Parties recognize that Grenno's annual salary for the period of July 1, 2018 through June 30, 2019, is One Hundred Fifty Nine Thousand Seventy Five Dollars (\$159,075).

1. Effective July 1, 2019, Grenno shall be paid an annual salary of One Hundred Sixty Thousand, Six Hundred Sixty Six Dollars (\$160,666.00).
2. Effective July 1, 2020, Grenno shall be paid an annual salary of One Hundred Sixty Three Thousand, Eight Hundred Eighty Dollars (\$163,880.00),

contingent upon appropriation by Town Meeting for the Fiscal Year commencing July 1, 2020

3. Effective July 1, 2021, Grenno shall be paid an annual salary of One Hundred Sixty Seven Thousand One Hundred Fifty Seven Dollars (\$167,157.00), contingent upon appropriation by Town Meeting for the Fiscal Year commencing July 1, 2021.

C. In the event that Town Meeting fails to appropriate the amounts set forth in Section 4D(2) and (3) above, the Chiefs salary shall remain unchanged and this Agreement may be re-opened for the limited purpose of negotiating a salary increase for the year in question. Any negotiated salary increase shall remain contingent upon Town Meeting appropriation.

D. Salary paid under the provisions of this Agreement shall be payable in installments on the same basis and in the same manner as other employees of the Town of Whitman, subject to such withholdings for income taxes, public retirement and other deductions as are authorized by the Parties or required by law. Said compensation shall be all inclusive and there shall be no additional payment for education, holidays or the performance of related duties.

E. Grenno recognizes and agrees that he will not be entitled to any salary increases or changes in benefits otherwise accorded to other Town employees, unless the Town specifically agrees to same by a written amendment to this Agreement. To that end, the terms of this Agreement shall supersede and prevail over any terms and conditions of any By-Law of the Town or votes of Town Meeting, except where otherwise specifically provided herein.

Section 5: Benefits

1. Health, Dental, Life Insurance, Disability Insurance and Indemnification.

Grenno shall be eligible for participation under such health insurance plans provided to employees of the Town of Whitman to the same extent as any other employee of the Town.

2. Grenno shall be eligible for participation in such dental insurance plans provided to employees of the Town of Whitman to the same extent as any other employee of the Town.
3. Grenno shall be eligible for participation in such life insurance plans provided to employees of the Town of Whitman to the same extent as any other employee of the Town.
4. *Grenno shall be eligible for participation in such disability insurance plans* provided to employees of the Town of Whitman to the same extent as any other employee of the Town.

B. *Deferred Compensation Plans*

Grenno shall be eligible for participation in such deferred compensation plans provided to employees of the Town of Whitman to the same extent as any other employee of the Town.

C. *Vacation Time*

1. Effective July 1 of each year of this Agreement, Grenno will retain 59 days vacation previously accrued by him as acknowledged by the Board of Selectmen.
2. Effective July 1, 2020 and each July 1 thereafter during this agreement, Grenno shall be granted an annual allotment of thirty-five (35) vacation days.
3. Grenno agrees that his annual allotment of vacation must be used within the Fiscal Year granted, except to the extent that carry-over is permitted pursuant to subsection 5, below. No additional days may be carried over until such time as the 59 days carried in section 1 above have been used. When the 59 accrued days have been exhausted, future vacation carryover shall be limited to 9 days in any fiscal year.
4. Grenno agrees that his vacation bank days must be used by June 30, 2023 and understands that any of his vacation bank days remaining as of June 30, 2022 shall be forfeited with no cash redemption value of any kind.

5. In the event that this Agreement is terminated prior to the conclusion of a fiscal year, all accrued and unused vacation time will be paid to the Chief calculated at his then current per diem rate.

D. *Personal Days*

In each year of this Agreement, Grenno shall be provided with Four (4) paid personal days. Unused personal days may not accrue or be carried forward from fiscal year to fiscal year.

E. *Death during term of Agreement*

In the event Grenno should die during the term of this Agreement, his employment and this Agreement shall immediately terminate and the Town shall pay to Grenno's estate all compensation which would otherwise be payable to Grenno up to the date of Grenno's death.

F. *Sick Leave*

1. As of June 30, 2019, Grenno will have accrued 229 sick days.
2. Effective July 1, 2019, Grenno shall be credited with fifteen (15) sick days on July 1 of each year of this Agreement.
3. Grenno may continue to accumulate all unused sick leave without limitation, however, there shall be no buy back of accrued sick time under any circumstances, be it contract termination, resignation or death.
4. After an absence of four (4) consecutive work days, the Board of Selectmen may request a doctor's certificate from Grenno in explanation and justification thereof.

G. *Bereavement Leave*

1. Grenno shall be provided with five (5) days leave without loss of pay in the event of a death in his immediate family, which is defined as his spouse, child, parent, parent-in-law, grandparent, sibling, sibling-in-law, aunt, uncle, niece, nephew and/or any other relative permanently residing in his household, provided he attends the funeral or participates to a substantial degree in the funeral arrangements.

2. Additional bereavement leave may, when necessary, be granted by the Board of Selectmen.

H. *Automobile Privileges*

Grenno shall be assigned a Department issued all-wheel drive vehicle suitable for use in winter weather conditions and equipped to serve as a command vehicle. The Town shall pay for all operating and maintenance expenses and insurance. The vehicle may be used for professional growth and development, and de minimis personal use as Grenno may be required to respond to emergencies outside normal business hours..

I. *Professional Development*

The Town recognizes its obligation to Grenno for professional development, and agrees that Grenno shall be given adequate opportunities to develop his skills and abilities as a fire service and public safety administrator; accordingly Grenno will be allowed to attend the National Fire Academy, Fire Chiefs' of Massachusetts, New England Association of Fire Chiefs and the International Association of Fire Chiefs conferences each year, without loss of vacation or other leave, and will be reimbursed by the Town for reasonable expenses while attending or traveling to the aforementioned conferences as pre-approved by the Board of Selectmen. The Town also agrees to budget and pay for reasonable tuition, travel and subsistence expenses of Grenno's attendance for short courses, institutes and seminars necessary for his professional development that are pre-approved by the Board of Selectmen. Additionally, the Board recognizes that participation in Fire Chief Associations at the local, state and national level is mutually beneficial to Grenno and the Town and supports Grenno's participation as an officer in such associations, to the extent that such service does not interfere with or derogate from his duties as Fire Chief for the Town of Whitman.

J. *Other Activities*

Grenno may accept speaking, writing, lecturing, consulting or other engagements of a professional nature, accepting compensation as he sees fit, as well

as attend professional meetings, provided they do not derogate from his duties as Fire Chief for the Town of Whitman and are not contrary to the best interests of the Town of Whitman. Participation as a student in continuing Education/professional development shall not be considered an activity subject to this Paragraph. Grenno may also accept private detail work outside of the Town of Whitman and outside his normal work schedule, provided they do not derogate from his duties as Fire Chief for the Town of Whitman and are not contrary to the best interests of the Town of Whitman. Grenno will provide advance notice to the Chair of the Board of Selectmen of all such activities under this Paragraph

K. *Uniform Allowance*

Grenno shall be allowed an annual allowance in the amount of \$1,100.00 for the replacement, maintenance and cleaning of uniforms.

L. *Physical Fitness Allowance*

Recognizing the importance of physical fitness for members of the Fire Department, Grenno shall be eligible for an annual provision of up to Five Hundred Dollars (\$500.00) for reimbursement of the cost of health club membership dues, upon submission to the Town Administrator of proof of membership and proof of attendance, in a form acceptable to the Board of Selectmen.

Section 6: *Performance Evaluation*

Not later than October 1st of each fiscal year, the Board and Grenno shall meet to discuss and arrive at mutually agreeable goals and objectives for the Fire Chiefs job performance for the subsequent Fiscal Year. The Board and Grenno shall meet no later than June 1 of each year to review Grenno's performance as it relates to his general job duties and responsibilities and the goals and objectives established for the past year. Nothing contained herein shall be construed to limit the Board from otherwise evaluating and reviewing Grenno's performance.

Section 7: *Discipline, Suspension, Termination and Resignation*

A *Discipline, Suspension and Termination*

1. The Board may discipline, suspend, and/or terminate Grenno at any time during the term of this Agreement for just cause pursuant to the provisions and procedures set forth in M.G.L. c. 31.
2. Nothing contained herein shall prevent the Board, at a regular meeting and upon a majority vote of the members present, from placing Grenno on administrative leave with full benefits and pay and without prejudice.
3. 3. In the event that the Board terminates Grenno for just cause at any time during the term of this Agreement, Grenno shall receive all accrued salary and vacation days owed to him as of the effective date of his termination.

B. Resignation

Grenno may resign or retire from his position as Fire Chief under this Agreement by giving the Board written notice sixty (60) days prior to the effective date of said resignation or retirement. Grenno shall not be permitted to utilize accrued vacation time during this notice period, unless specific permission is granted by the Board. Grenno shall be entitled to receive payment for his earned and accrued but unused vacation time as of the effective date of his resignation or retirement.

Section 10: Other Terms and Conditions of Employment

The Board, after notice and discussion with Grenno shall fix any such other terms and conditions of employment as it may determine from time to time that are reasonably related to Grenno's performance, duties and responsibilities, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement. Grenno agrees to perform such duties in a timely and efficient manner consistent with applicable professional standards.

Section 11: Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: Board of Selectmen
Town Hall

54 South Avenue
P.O. Box426
Whitman, MA 02382

Employee: Timothy J. Grenno
230 Temple Street
Whitman, MA 02382

Alternatively, notices required pursuant to this Agreement may be served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or left at Grenno's last and usual place of abode or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Any Party changing the address for that Party shall give prompt written notice to the other of the new address. All addresses must contain a street address.

Section 12: General Provisions

A. The text herein shall constitute the entire agreement between the Parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein.

B. This Agreement shall be binding upon and inure to the benefit of Grenno heirs at law and executors.

C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

D. The failure of a Party to insist on strict compliance with a term or provision of this Agreement shall not constitute a waiver of that or any term or provision of this Agreement.

E. All benefits and obligations, except as otherwise specifically provided herein, shall be conditional upon Grenno being employed as and performing the services required of the Chief of Fire of the Town of Whitman.

F. It is agreed and understood between the Parties that this contract is deemed to be effective as of the date of execution, and all benefits hereunder are subject to the performance of the parties hereunder in accordance with the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Town of Whitman, Massachusetts has caused this Agreement to be signed and executed on its behalf by its Board of Selectmen and the Employee, both in duplicate on this 17th day of June, 2020.

Town of Whitman
Acting by and through its
Board of Selectmen

Employee

Timothy J. Grenno

Carl F. Kowalski, Chair

Daniel L. Salvucci, Vice Chair

Brian J. Bezanson, Clerk

Randy Lamattina, Member

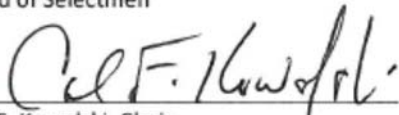
Justin Evans, Member

E. All benefits and obligations, except as otherwise specifically provided herein, shall be conditional upon Grenno being employed as and performing the services required of the Chief of Fire of the Town of Whitman.

F. It is agreed and understood between the Parties that this contract is deemed to be effective as of the date of execution, and all benefits hereunder are subject to the performance of the parties hereunder in accordance with the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Town of Whitman, Massachusetts has caused this Agreement to be signed and executed on its behalf by its Board of Selectmen and the Employee, both in duplicate on this 30th day of June, 2020.

Town of Whitman
Acting by and through its
Board of Selectmen



Carl F. Kowalski, Chair

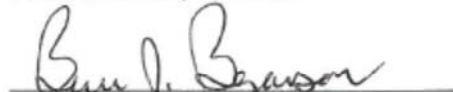
Employee




Timothy J. Grenno



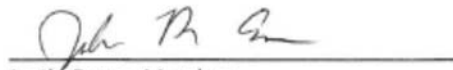
Daniel L. Salvucci, Vice Chair



Brian J. Bezanson, Clerk



Randy Lamattina, Member



Justin Evans, Member