

**Town of Chatham  
Fire Chief  
Employment Agreement**

This Agreement (or Contract) is entered into between the Town of Chatham, MA (hereafter Town), acting through its Town Manager, and Justin T. Tavano (hereafter "Chief") pursuant to and authorized by the Chatham Home Rule Charter, ss 4-6, as authorized by Massachusetts General Laws, Chapter 48, section 42-44. Should a conflict arise between the Home Rule Charter and any General or Special Law, the provision of the Charter shall govern.

WHEREAS, the Town is desirous of securing the services of the Fire Chief in the administration of the Department, and performing related public safety functions, among others; and

WHEREAS, the Chief is willing to perform the duties of the position of Fire Chief according to the terms and conditions of this Agreement;

NOW, THEREFORE, the Town and the Chief agree as follows:

1. TERM. This Agreement shall become effective December 1, 2022 and shall be in full force and effect until November 30, 2025. The Agreement shall be for a term of three (3) years, subject to Section 13 and shall be binding on the Town in each year of its duration. This three (3) year term shall apply unless either party terminates the Agreement as described specifically herein.

The Chief is appointed by the Town Manager pursuant to the Chatham Home Rule Charter, §4-6, and may be removed for just cause after a hearing by the Town Manager pursuant to that provision and Massachusetts General Laws, Chapter 48, section 42.

The first year of the contract (December 1, 2022 through November 30, 2023) shall be considered the Chief's probationary period. During this probationary period, the Town Manager shall have the option of terminating the agreement if the Chief fails to meet the goals laid out below:

- A. The successful transition into the role of Fire Chief; and
- B. The Chief shall identify administrative functions and processes within the Fire Department that require memorialization or creation of standard practices and shall create said processes and corresponding documentation.
- C. In the event the Town terminates the employment of the Chief during his probationary period, he shall be entitled to a severance payment in the amount of three (3) month's pay. He shall further be entitled to any accrued vacation time and to sick time as provided under Sections 5 and 7. No further payments beyond these amounts shall be owed.

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2. DUTIES. The Chief shall devote his full time to the performance of his job as the Town's Fire Chief, and to perform any and all the duties as set forth in the Fire Chief's Job Description, and attached hereto as Exhibit "A", and in accordance with the Massachusetts General Laws, Chapter 48, et seq, relating to Fire Chief including, when assigned, such duties as extinguishing fires, protecting life and property in case of fire and emergency medical services.
3. COMPENSATION. Effective December 1, 2022, the base salary of the Chief for shall be \$153,790, paid bi-weekly at a rate of \$5892.36. Effective December 1, 2023, the Chief's base salary will be \$158,404.37, paid bi-weekly at a rate of \$6,069.13. Effective July 1, 2024 (FY2025), the Chief's base salary will be \$161,572.46, paid bi-weekly at a rate of \$6,190.52. Effective July 1, 2025 (FY2026), the Chief's base salary will be \$166,419.63, paid bi-weekly at a rate of \$6,376.23.

In addition, the Chief's annual compensation shall include:

- A. It is agreed that the Chief shall not be eligible for Department Head pay as that one week pay equivalent is included in the base salary.
  - B. It is agreed that there shall be no longevity or education compensation for the duration of this Agreement as such has been included base pay for each year of this contract. There shall be a one-time exception for EMT certification payment of \$1,550 payable in December 2022 representing the prior six months period as Deputy Fire Chief.
  - C. Thirteen (13) paid holidays/year (paid at a rate of \$578.16/day per holiday as of December 1, 2022; \$595.50/holiday as of December 1, 2023; \$607.41/holiday as of July 1, 2024; \$625.63/holiday as of July 1, 2025. A work-day shall be considered the equivalent of eight (8) hours for calculation purposes.
4. HOURS OF WORK. Except as otherwise authorized, the Employee shall devote, at a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position. Due to the unique nature of the municipal public safety management function, it is understood and agreed that in order to properly perform the job required, the Chief may have to expend additional time beyond a "normal" eight (8) hour work day, and the Chief agrees to do so, as required. It is acknowledged that the position is one 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. However, the Chief may adjust his schedule, taking into account such "extra" time, so long as the same does not interfere with the obligations to perform his duties. It is understood that regular presence at the Station and reliable attendance at work-related meetings and community functions is essential to job performance. The Chief shall notify the Town Manager if he is not going to be at work for more than one day.

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5. VACATION. For the remainder of the current fiscal year, the Chief shall be entitled to his current accrual up to twenty (20) eight-hour days through June 30, 2023 with a carry-over maximum of ten (10) unused days. Beginning July 1, 2023, the Chief shall accrue 2.0833 days of leave per month (25 days per contract year) calculated at an eight (8) hour workday for accrual and use purposes. The Chief shall be allowed to carry over a maximum of ten (10) unused vacation days from the previous fiscal year into the following fiscal year.
6. PERSONAL DAYS. The Chief shall be credited with two (2) personal days per fiscal year. Personal days shall not be carried over from one fiscal year to another.
7. SICK TIME. The Chief shall be credited the current balance of sick leave and to continue to accrue sick leave at a rate of one and one quarter (1.25) sick days per month per contract year up to a maximum of 165 days. Upon death, retirement, voluntary resignation, or termination after the probationary period, payment shall be made for a maximum of 25% of accumulated sick leave, up to a maximum of 165 eight-hour days. Sick days may be utilized for the care of a sick or injured family member.
8. BEREAVEMENT DAYS. Bereavement leave shall be granted without loss of pay in the event of death in the immediate family of a person covered by this Agreement as follows:  
  
Spouse or Child/Step Child..... up to 5 consecutive days  
Parent/Step Parent, In-Laws, Siblings, Grandchild ...up to 3 consecutive days  
Other relatives residing in the same household.....up to 1 day
9. HEALTH AND OTHER INSURANCE. Employee be entitled to participate in individual or family group medical, dental, life insurance and pension benefit plans are offered by or through the Town of Chatham on the same basis as other active Town employees
10. AUTOMOBILE. The Chief is considered to be on duty twenty-four (24) hours a day, seven (7) days a week. Correspondingly, the Chief will be provided with a Town-owned vehicle for his use in conducting official responsibilities including commuting to/from work. Due to the "on call" nature of his position, it is understood that the Chief may use said vehicle for incidental personal use. Said vehicle shall be equipped with a radio to maintain contact with the Department and town officials as well as equipped with other standard fire emergency equipment as appropriate, all of which shall remain the property of the Town, the costs associated with the operation and maintenance of this fire vehicle will be borne by the Fire Department.

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11. UNIFORM ALLOWANCE. The Chief shall be eligible for up to a \$1,000 allowance per year reimbursed or paid directly to a Town vendor for costs associated with purchasing and maintaining clean professional uniform clothing.
  
12. PERFORMANCE REVIEW. Each year, on or before the anniversary of this appointment (December 1<sup>st</sup> ), the Chief shall meet with the Town Manager to discuss the Town Manager's appraisal of the prior year's work performance. The Town Manager may present a summation of her appraisal in a written format of the Town Manager's choice or request a self-evaluation by the Chief. In consultation with the Chief, the Town Manager may establish written goals and objectives deemed by both parties to be important to the proper operation of the Fire Department and the attainment of Town objectives.
  
13. SEPARATION/NON-RENEWAL
  - A. Discipline and Discharge:
    - i. With the exception of the probationary period of this Agreement, described in Section 1 above, the Chief may be suspended without pay or discharged for just cause in accordance with M.G.L. c. 48, § 42 and section 4-6 of the Chatham Home Rule Charter. The principles of progressive discipline shall apply for any disciplinary action listed under this Section, Section 13.
  
    - ii. In the event of termination, the Town Manager shall provide the Chief with written notice setting forth the reasonable detail the nature of said cause for termination. Said written notice shall be given to the Chief at least ten (10) calendar days prior to a hearing by the Town Manager. The Chief shall have the option of choosing whether, or not, any such hearing shall be closed to the public or held as an open, or public hearing. The hearing may be waived by the Chief, if he so chooses.
  
    - iii. Should the Chief so desire, he may be represented at said hearing by counsel and he shall have the right to be present, to question witnesses, to submit written and oral statements on his own behalf, and to call witnesses. Not later than ten (10) calendar days following said hearing the Town Manager shall issue her written decision, including written findings of fact on only those charges and evidence presented at the hearing.
  
    - iv. The Chief may appeal a decision to terminate to a neutral arbitrator, selected by mutual agreement of the Chief and the Town. If the arbitrator determines that termination was not justified, the Chief shall be reinstated with restoration of back pay and benefits.

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- v. For the purposes of this Agreement, attainment of "maximum age," as defined by M.G.L. c. 32, §51, shall constitute cause for removal, if the Chief has not voluntarily retired as of the last day of the month during which he attains the age of sixty-five (65) years. The Chief shall not be entitled to a hearing to contest the issue of cause in the case of having attained maximum age under G.L. c. 32.
- vi. For the purposes of this Agreement, "just cause" shall mean the existence of a reasonable basis for the Town Manager's dissatisfaction with the 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 Chief's effectiveness in the position. A suspension without pay for just cause will suspend the Town's obligations under this Agreement for the term of the suspension. A dismissal for just cause will end the Town's obligations under this Agreement except as otherwise expressly stated in the Agreement. A decision to place the Chief on paid administrative leave shall not be considered a suspension within the meaning of Section 13 of this Agreement.
- vii. The Chief shall have the right to be represented by counsel at his own expense in any matter covered by this section, including at any hearing.

**B. Removal/Renewal:**

- i. In the event the Chief voluntarily resigns or retires from his position with the Town before the expiration of the term of employment provided for herein, then he shall give the Town three (3) months' notice in advance, unless the parties otherwise agree. In the event the Chief voluntarily resigns or retires, he shall receive payment for all accrued but unused vacation time and accrued sick time as provided in Sections 5 and 7. Such shall be paid to his family or estate in the event of his death. The Chief shall not be entitled to any other severance benefits or further compensation from the Town.
- ii. In the event the Chief is terminated for just cause, he shall not be entitled to any other severance benefits or further compensation from the Town beyond his accrued vacation days.
- iii. The Town Manager and Chief, if mutually agreed, shall enter into negotiations for the terms of a new contract at least three (3) months prior to the expiration of this Agreement.

**C. Paid Administrative Leave:**

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Nothing in this Agreement shall preclude the Town Manager from relieving the Chief of his duties and authority by placing the Chief on paid administrative leave after being given notice of the nature of reason for placement thereon. In the event paid administrative leave is extended beyond sixty (60) days the Town agrees to update the Chief regarding his placement on such leave.

14. PROFESSIONAL DEVELOPMENT. The Town recognizes its obligation for the professional development of the Chief and agrees that the Chief shall be given adequate opportunities to develop or refresh his skills, knowledge and abilities as a fire administrator and as a Department Head. As such, the Chief shall be reasonably allowed to attend such conferences, seminars, meetings, educational and training sessions as afforded within each fiscal year's budget with pay and without loss of vacation or other leave, and will be reimbursed by the Town for all reasonable expenses incurred while attending or traveling to these aforementioned events provided funding is available and such expenses comply with the Town's policy. Prior to these events, the Chief will provide at least two weeks notice to the Town Manager of attendance. The Chief shall designate and identify who shall be authorized to perform routine duties in his absence.
15. DUES AND SUBSCRIPTIONS. The Chief shall be provided with membership in order to hold office with the Fire Chiefs Association of Massachusetts, the Barnstable County Fire Chiefs, the International Association of Fire Chiefs, the New England Association of Fire Chiefs, and the National Fire Protection Association. The Town agrees to budget and contingent upon funding, pay for the annual dues for these associations. Other such professional organizations, as well as expenses related to conferences and meetings will be covered contingent on availability of funding.
16. PERSONNEL POLICIES. The provisions of the Town of Chatham Personnel Policies relating to non-compensated sections, as amended from time to time at the discretion of the Town, shall apply to the Chief except where modified by this Agreement.
17. OTHER EMPLOYMENT. The Chief agrees and acknowledges that because the position of Chief is his primary employment, he shall not seek additional employment or work in any position which would impact in an adverse manner upon this responsibility, or which would constitute a conflict of interest, or perception of a conflict of interest or violation of the ethics laws.
18. RESIDENCY. The Chief agrees to maintain his primary residence in the Town of Harwich for the duration of this contract.
19. INDEMNIFICATION FOR PROFESSIONAL LIABILITY. The Chief shall be indemnified by the Town for claims made against him arising out of conduct within the scope of his employment. The Town agrees that it shall defend, save harmless and indemnify the

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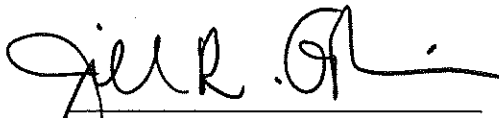
Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties as Fire Chief of the Town, so long as the Chief is acting within the scope of his authority as Fire Chief.

20. SEVERABILITY. This Agreement represents the full understanding of the parties. If any of the foregoing sections or parts thereto is found to be invalid at law, the remainder of the Agreement shall remain in full force and effect for the term. No additions, modifications or changes shall occur with respect to this Agreement without a written document executed by the parties hereto; setting forth said additions, modifications or changes.

21. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

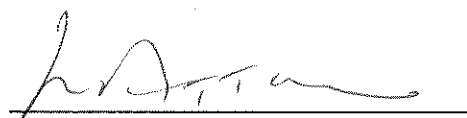
Signed and executed this 7<sup>th</sup> day of November 2022.

FOR THE TOWN:



William R. Goldsmith  
Town Manager

THE CHIEF:



Justin T. Tavano  
Fire Chief