

TO: SHAWN R. SIMMONS, FIRE CHIEF AND DIRECTOR OF EMERGENCY
MANAGEMENT

FROM: MICHAEL D. YUNITS, TOWN MANAGER

DATE: February 3, 2022

RE: COMPENSATION AND BENEFITS AS FIRE CHIEF AND DIRECTOR
OF EMERGENCY MANAGEMENT

As Chief of the Norton Fire Department, the following is a summary of the terms and conditions of your appointment:

1. Any working conditions previously accumulated will be carried over and assimilated as part of your compensation and employment as Chief.

2. Your base salary is set as follows:

For Fiscal Year 2023 One Hundred Forty-One Thousand, Two Hundred Eighty-Four and No Hundredths (\$141,284.00) Dollars, plus the additional benefits listed below.

For Fiscal Year 2024, it is established at One Hundred Forty-Six Thousand, Nine Hundred Thirty-Five, and No Hundredths (\$146,935.00) Dollars, plus the additional benefits listed below.

For Fiscal Year 2025, it is established at One Hundred Fifty-Two Thousand, Eight Hundred Twelve and No Hundredths (\$152,812.00) Dollars, plus the additional benefits listed below.

3. Your normal work week will be forty (40) hours, to be worked primarily as four (4) ten (10) hour days.

4. You will receive the following paid holidays:

New Year's Day	Martin Luther King Day	Memorial Day
Patriot's Day	Labor Day	Thanksgiving Day
Independence Day	President's Day	Christmas Day
Veteran's Day	Columbus Day	Christmas Eve

If one of the above falls on a scheduled day off, you will take another day at the Town's convenience within seven (7) days in the same fiscal year.

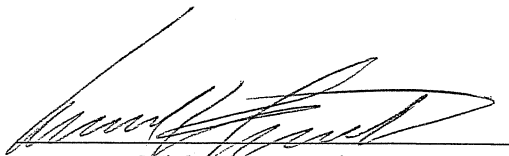
In addition to the above, you will receive one (1) floating holiday off from work, to be used as a 10-hour single block of time.

5. You will be entitled to all pay differentials made available to members of the Department for certain qualifications, commensurate with the L-2678 contract including but not limited to:
 - A. EMT P Certification – Commensurate with the L-2678 contract;
 - B. Semi-automatic defibrillation certification - Commensurate with the L-2678 contract;
 - C. FF II Certification - Commensurate with the L-2678 contract;
 - D. Massachusetts Fire Chief Credentialing - Two Thousand, Five Hundred and No Hundredths (\$2,500.00) Dollars;
 - E. Massachusetts Fire Officer IV or Chief Fire Officer Management Training – Five Thousand and No Hundredths (\$5,000.00) Dollars;
 - F. Massachusetts Fire Prevention Officer I - Two Thousand, Five Hundred and No Hundredths (\$2,500.00) Dollars;
 - G. Emergency Management Director: Six Thousand and No Hundredths (\$6,000.00) Dollars.
 - H. Education – Commensurate with the L-2678 contract.
 - I. Clothing Allowance – Commensurate with the L-2678 contract plus an additional One Hundred and Fifty Dollars and No Hundredths (\$150.00).
6. Longevity - Commensurate with L-2678 contract.
7. Vacation Leave: The Chief shall be entitled to 24 days of paid vacation leave on an annual basis. Vacation leave shall be taken at such times as are compatible with the work schedule of the Chief and the business needs of the Town. At least three (3) days' notice must be given to the Town Manager in writing prior to taking a vacation of more than four (4) days. The Chief shall be permitted to carry over ten (10) vacation days from year to year.
9. Health Insurance: The Chief shall be eligible to participate in the Town's Group Health and Life Insurance Plan in accordance with Chapter 32B of the General Laws on the same basis as other Town employees.
10. Sick Leave: The Chief shall be entitled to sick leave as follows:
 - A. Sick Leave: The Chief shall earn and accumulate sick leave at the rate of one and one-half (1.5) days per month and shall continue to accumulate same during leaves of absence with pay, authorized sick leave, and vacation time.
 - B. If the Chief dies or retires from the Bristol County Retirement System under the provisions of M.G.L. Chapter 32, he or his spouse, heirs, or designees shall receive a lump sum equal to fifty (50%) percent of his accumulated sick leave total up to one hundred eighty (180) days. Three (3) lump-sum payments shall be at the Chief's base rate of pay at the time of his death or retirement and shall be paid as follows: one third within 30 days following retirement, the second the following July 1, and the final third the next following July 1.

- C. Any sick leave of a duration of more than four (4) consecutive days shall be substantiated by a doctor's certificate at the Chief's expense prior to the payment of the sick leave. For any sick leave of a duration of more than four (4) days, the Town may also require the Chief to submit to a medical examination by a physician of the Town's choosing and at the Town's expense prior to the payment of the sick leave. You will be entitled to all benefits under Chapter 111F of the General Laws, and any conditions subject thereto will not be charged to sick time.
- D. Family Sick Leave: The Chief shall be permitted to utilize up to five (5) days of his accumulated sick leave each year to care for a sick or injured member of his immediate family. For purposes of this provision, immediate family shall be defined as spouse, child, mother, father, brother, sister, or grandparent. Any family sick leave of a duration of more than two (2) days shall be substantiated by a doctor's certificate at the Chief's expense prior to the payment of the sick leave.
11. Bereavement Leave: In the event of the death of a family member, the Chief shall be entitled to four (4) days leave without loss of pay for the purpose of arranging for burial and/or attending funeral services. Said four (4) days shall not be deducted from vacation, personal, or sick leave. A family member is defined as a spouse, father, mother, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, aunt, or uncle.
12. Personal Days: The Chief shall be entitled to four (4) days of paid personal time per year.
13. The position of Fire Chief is a non-union management position, not part of the bargaining unit. You are not required to pay union dues or agency fees.
14. You will be assigned a low profile-unmarked vehicle for your use while on duty and off duty. This vehicle will be kept by you twenty-four (24) hours per day for your work and personal use and shall not be used when you are away from town on vacation, when your non-department travel takes you in excess of two (2) hours from town, when you are off duty and circumstances preclude you from response, and as directed by the Town Manager.
15. Tuition Pre-Payment - Commensurate with L-2678 contract.
16. The Town agrees to budget for and pay for professional dues, subscriptions, and meetings of the Chief necessary for his participation in the Fire Chiefs Association and/or other professional organizations and conferences subject to the Town Manager's approval, which shall not be unreasonably withheld and subject to appropriation. The Chief shall also be given opportunities to develop his skills and abilities. Accordingly, the Chief shall be allowed to attend courses, seminars and meetings which are approved in advance by the Town Manager without loss of vacation or other leave. If the Town requires the Chief to attend any course, seminar or meeting, the Town shall pay for the cost of such programs and for travel and subsequent expenses incurred by the Chief in attending such programs.
17. The Fire Chief's Outside detail rate of pay will be One Hundred Twenty dollars (\$120.00) per hour. The Chief shall be allowed to take time off (i.e. vacation, personal time or holiday) to work outside details for major events (i.e. PGA Golf Tournament held in town).

18. The Chief may only be terminated for just cause.
19. In the event the Fire Chief is terminated by the Town prior to the expiration of the term of this agreement, the Town agrees that it shall pay to the Fire Chief a lump sum cash payment equal to twelve (12) months aggregate salary, which amount shall be paid to the Fire Chief on or before the effective date of termination of his employment, provided, however, that in the event the Fire Chief is terminated for gross misconduct in office, the Town shall have no obligation to pay the aggregate severance sum provided for in this paragraph.
20. Indemnification: To the extent permitted by law, the Town shall defend, save harmless and indemnify the Chief against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Chief, provided the Chief acted in good faith. The Chief agrees to promptly notify the Town of any such claim and to cooperate fully with Council designated by the Town to handle such claim. The Town may obtain insurance to cover its obligations hereunder as it deems appropriate. This section shall survive the termination of this agreement.

Duration: July 1, 2022, through June 30, 2025



Michael D. Yunits

Town Manager

2/17/2022

Date



Shawn R. Simmons

Fire Chief/EMD

2/4/2022

Date