

EMPLOYMENT AGREEMENT BETWEEN TOWN OF WELLESLEY AND STEPHEN MORTARELLI

This Agreement, pursuant to M.G.L. c. 41, §108O, and entered into this ^{4th} 15 day of July, 2024, by and between the Town of Wellesley, Massachusetts a municipal corporation ("Town"), acting by and through its Select Board ("Board"), and Stephen Mortarelli ("Chief"), provides as follows:

WHEREAS the Town desires to employ the services of Stephen Mortarelli as Chief Fire Engineer for the Town of Wellesley and to contract for the salary and benefits of said Chief; and

WHEREAS, Stephen Mortarelli agrees to accept employment as Chief Fire Engineer of the Town,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section I, Functions and Duties of the Chief Fire Engineer.

The Town hereby offers to employ Stephen Mortarelli as Chief Fire Engineer of said Town and the Chief accepts said offer. The duties of the position shall be governed by and be consistent with the requirements of M.G.L. c. 48, §§ 43-49, and the Town's Bylaws, Article 22, Fire Department. The Chief Fire Engineer will report to the Board or its designee. The Board has delegated the daily reporting authority to Executive Director Meghan Jop. The Chief will have complete authority to administer the internal workings and day-to-day business of the Fire Department, to include but not be limited to the responsibilities as detailed within the job description for the position of Chief Fire Engineer for the Town of Wellesley, which is attached hereto as Appendix A and incorporated herein by reference. The job description may be amended during the term of this Agreement as necessary to ensure compliance with applicable law. In addition, the Chief shall have the authority to make public statements on any matters which affect the public as they apply to potential dangers, policy/community relations, proposed legislation, or other issues affecting or related to public safety, fire and rescue, or the Fire Department generally.

Section II, Term, Renewal and Nonrenewal.

- A. This Agreement shall be effective on July 16, 2024, and shall be in full force and effect through and until June 30, 2027 (the "Term"). The Agreement shall be binding on all parties throughout its duration.
- B. If the Board desires to negotiate the renewal of this Agreement, the Board shall so inform the Chief no later than July 1, 2026, and both Parties shall negotiate in good faith to agree upon and execute a new contract in advance of the expiration of this Agreement. Nothing in this Section II.B shall bind or require the Parties to reach a new contract.

- C. If the Board decides not to renew this Agreement, the Board shall give the Chief written notice in advance of its decision not to renew this Agreement on or prior to July 1, 2026. If the Board fails to give such written notice, this Agreement shall be extended for an additional three (3) month period. Any extension beyond that additional three (3) month period shall require a new written agreement.
- D. Should the Board not reappoint or renew the Chief he shall be entitled to reinstatement to the rank of Deputy Chief in the Wellesley Fire Department.

Section III, Discipline and Termination.

- A. During the term of this Agreement, the Chief may be disciplined for just cause upon proper notice and a hearing. Just cause for the purposes of this Agreement means willful breach or habitual neglect of his duties, or an act of moral turpitude, gross negligence, willful misconduct, willful malfeasance, or material breach of this Agreement. The principle of progressive discipline is generally applicable, but the Town reserves the right to terminate the Chief's employment without the imposition of prior discipline if circumstances warrant. The Board designates the Executive Director Meghan Jop to act for it in all discipline of the Chief short of termination.
- B. The Board may terminate the contract with the Chief at any time prior to the expiration of this Agreement with just cause. To terminate the contract for just cause, the Town shall institute removal proceedings in the following manner:
 - 1. Termination will be by notice and hearing as required by law. At least ten (10) days prior to any hearing, as referred to below in subparagraph 2, the Chief shall be provided in writing with the charge(s) made against him, and the evidence which supports said charges, in such specificity so that the Chief may understand and prepare his defense.
 - 2. After ten (10) days following delivery and receipt of the charges and specifications, as described above in subparagraph 1, the Board will conduct a hearing. The hearing will be public or private at the discretion of the Chief. The subject matter to be presented at the hearing shall be only those charges as were specifically detailed in the written notice to the Chief in accordance with subparagraph 1 above. During the hearing, the Chief shall have the right to be represented by a representative of his choosing, to question, confront, and cross-examine witnesses, to introduce evidence, and to conduct oral arguments. In its decision, the Board shall consider only those facts which were presented at the hearing and shall make its findings of fact based upon a preponderance of the evidence presented. The Chief shall be provided with a written notice of the findings and decision of the Board and such notice shall include all relevant facts and reasons for their findings. The Chief may waive said hearing at any time by providing written notice to the Board.

- C. Should the Chief resign his position at any time prior to the expiration of the term of this Agreement, he shall notify the Board in writing. If the Chief is leaving office due to retirement, he shall provide the Town with one year's notice, or a lesser amount of time as determined by the Board, to allow the Town to consider the appointment of a replacement. Termination by the Chief of this contract for any other reason will require a minimum of ninety (90) days prior notice, or such lesser time as is agreed to by the Board.

Section IV, Salary.

- A. The Town agrees to pay the Chief for services rendered under this Agreement an annual base gross salary of \$218,000 for fiscal year 2025, subject to applicable withholdings and deductions. For fiscal year 2026 and fiscal year 2027, the Chief shall receive a cost of living increase of the annual base gross salary, which shall be set at the rate recommended by the Human Resources Board for the 50/60 series employees as approved and appropriated by Annual Town Meeting. Salary shall be paid in installments at the same time as other employees of the Town are paid.
- B. The Chief may receive an additional increase, solely at the Board's discretion, based upon a recommendation by the Executive Director following the performance evaluation described in Section V below, of up to 3% effective each fiscal year of the agreement.
- C. The Chief will shall be reimbursed for up to \$2,500 in clothing allowance during the duration of this contract.
- D. The salary and performance incentive increases are conditioned upon and subject to adequate appropriation by Town Meeting and a satisfactory evaluation pursuant to Section V.

Section V, Chief Fire Engineer Evaluation.

- A. Although the assessment process is viewed as a continual dialogue between the Executive Director and the Chief, the Executive Director Meghan Jop shall review and evaluate the Chief no later than July 1 of each year. Said review and evaluation shall be based on the goals and objectives developed jointly by the Executive Director and the Chief. Further, the Executive Director shall provide the Chief with her evaluation findings and shall provide an adequate opportunity to discuss his evaluation with her.
- B. Essential to the development of a strong working relationship between the Executive Director and the Chief is a clear understanding of the mission, goals, and objectives of the Fire Department. The Chief shall develop programs and strategies as goals and objectives, and he will present this information to the Executive Director. Annually the

Executive Director and the Chief shall in writing define the goals and objectives which they determine necessary for the proper operation of the Fire Department and shall further establish a general priority among these various goals and objectives. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

Section VI, Hours of Work.

- A. The Fire Department is a continuous operation which requires the Chief to work those hours necessary to accomplish the responsibilities of the position and ensure the efficient operation of the Fire Department, including time outside of normal office hours. Consistent with his fulfillment of these responsibilities, the Chief may adjust his normal office hours accordingly as he deems appropriate to provide a sufficient amount of time for personal and family leisure.
- B. The Chief agrees that because this is his primary employment he will not become employed in any position which would impact in an adverse manner upon this responsibility or which would constitute a conflict of interest or violation of the ethics laws.

Section VII, Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, Jury Duty, and Disability Insurance.

- A. The Town shall provide the Chief with a health insurance policy identical to other Town employees. The Town's contribution toward such health insurance policy shall be the same as that made to other non-union Town employees in a similar plan.
- B. The Town will provide to the Chief the same disability and life insurance policies as it does to other non-union Town employees.
- C. The Chief shall receive vacation, sick leave, holiday leave, personal leave, bereavement leave, small necessities leave, and jury duty leave in accordance with the Town's personnel policies and procedures which apply to other non-union employees.
- D. The Chief shall receive six (6) weeks of vacation per fiscal year. The Chief may carryover up to two (2) weeks of vacation from fiscal year to fiscal year, but at no time shall accumulate more than eight (8) weeks total. Any vacation time accrued in excess of the eight (8) weeks shall be forfeited without pay.
- E. Upon appointment of Chief, the Chief will be compensated for 69 days of accumulated sick time as a former union member. The total compensation will be \$39,399.86 paid over a two-year period into the Chief's 457 Plan, \$23,000 in FY2025 on or before August 1, 2024 and \$16,399.86 in FY2026 on or before July 30, 2025.

Section VIII, Professional Development.

- A. Subject to appropriation, the Town agrees to pay for reasonable expenses, including registration, travel and other expenses, related to the attendance of the Chief Fire Engineer at the annual conferences of the Fire Chiefs Association of Massachusetts and the International Association of Fire Chiefs, and for short courses, institutes, seminars that, in his reasonable judgment, are necessary for his professional development, subject to the approval of the Executive Director Meghan Jop
- B. The Chief may maintain membership, and is permitted to hold office, in the Fire Chiefs Association of Massachusetts, in the International Association of Fire Chiefs, and in other applicable regional fire chief associations at the Town's expense, subject to appropriation and the approval of Executive Director Meghan Jop.
- C. Such time in the foregoing activities shall be considered as time worked; however, the Chief recognizes that his primary responsibility is to the Town of Wellesley Fire Department. Attendance at professional development activities will be limited and/or scheduled in such a manner that they do not impact in an adverse manner upon the Chief's professional responsibilities. The Chief shall inform the Executive Director Meghan Jop of all professional development activities.

Section IX, Expenses/Automobile.

- A. Except as to automobile-related expenses, which are covered in paragraph B below, the Chief shall be reimbursed for expenses incurred in the performance of his duties, or as an official representative of the Town, including attendance by him at civic or social events, in accordance with the Town's policies and procedures which apply to expense reimbursement for other non-union employees.
- B. The Chief is considered to be on-duty twenty-four (24) hours per day, seven (7) days per week. It is expected that the Chief will respond to the needs and/or emergencies of the community when necessary or required. As a result, the Chief is provided with an unmarked standard Wellesley town automobile for his exclusive and unrestricted use so that he may respond to emergencies and other matters from wherever he may be. Only the Chief will operate this vehicle, no use by family members is permitted. This vehicle shall be equipped with a Fire Department radio and telephone so that the Chief can remain in contact with the Fire Department and Town officials, a siren and emergency warning lights, and other emergency equipment. The costs associated with the operation and maintenance of this vehicle will be borne by the Fire Department.

Section X, Indemnification.

- A. Subject to the terms and provisions of M.G.L. c. 258, §13 and all other applicable law, the Town shall defend, save harmless and indemnify the Chief in an amount not to exceed one million dollars (\$1,000,000) against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, except for an intentional violation of the civil rights of any person, arising out of an alleged act or omission occurring in the performance of his duties as Chief, even if said claim has been made following his separation from employment, provided that the Chief acted within the scope of his duties during his tenure as Chief. Subject to the provisions of said statute, the Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Chief.
- B. The Town shall reimburse the Chief for any reasonable attorneys' fees and costs incurred by him in connection with such claims or suits involving him in his professional capacity.
- C. This section shall survive the termination of this Agreement.

Section XI, Other Terms and Conditions of Employment.

- A. All provisions of the laws of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Chief as they generally apply to other non-union employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Chief, except as otherwise provided in this Agreement.
- B. All other general provisions of the Town's Bylaws or Personnel Rules and Regulations relating to fringe benefits shall also apply to the Chief as they apply to other non-union employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Chief, except as otherwise provided in this Agreement.
- C. This Agreement shall prevail over any conflicting personnel provisions of the Town Bylaws or Rules and Regulations.

Section XII, No Reduction in Benefits.

The Town shall not at any time during the Term of the Agreement reduce the salary, compensation, or other benefits of the Chief, except to the degree such a reduction is across the board for all other non-union employees of the Town.

Section XIII, 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:

Town:

Executive Director
Town of Wellesley
525 Washington Street
Wellesley, MA 02482

Chief Fire Engineer:

Stephen Mortarelli
Fire Headquarters
457 Worcester Street
Wellesley, MA 02481

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section XIV, General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Chief.
- 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. For the purposes of the federal Fair Labor Standards Act and the Massachusetts Wage and Hour Law, the Chief is designated as an "exempt employee."
- E. This Agreement may be amended at any time by written amendment executed by both parties.

IN WITNESS WHEREOF, the Town of Wellesley, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Select Board and duly attested by its Town Clerk, and the Chief has signed and executed this Agreement, both in duplicate.

For the Select Board:



Colette E. Aufranc, Chair

Date: 7/15/24

For the Chief Fire Engineer:



Stephen Mortarelli, Chief Fire Engineer

Date: 7/15/24

I certify that there is an appropriation in an amount sufficient to fund this contract.



Town Accountant

Date: 7-16-24