

**EMPLOYMENT AGREEMENT
BETWEEN THE
TOWN OF WARREN
AND
JAMES J. FERRERA**

TOWN ADMINISTRATOR

THIS AGREEMENT is made and entered into by and between the Town of Warren, a Massachusetts municipality, acting by and through its Board of Selectmen; hereinafter known as “the Town”, and James J. Ferrera, hereinafter known as “Town Administrator,” pursuant to M.G.L. c. 41, Section 108N. The terms of this Agreement shall prevail over any conflicting provision of any local personnel bylaw, rule, or regulation. Now come the parties and hereby agree as follows:

WHEREAS, the Town desires to continue to engage the services of James J. Ferrera for the position of Town Administrator;

WHEREAS, the Town Administrator hereby accepts the appointment to the position of Town Administrator;

WHEREAS, the Town and the Town Administrator desire to set forth certain specifics relative to the employment of the Town Administrator by the Town, and to establish conditions of employment and working conditions of said Town Administrator;

WHEREAS, it is the desire of the Town to: (1) to continue to retain the services of the Town Administrator and to provide inducement for him to remain in such employment; and (2) to make possible full work productivity by assuring the Town Administrator’s morale and peace of mind with respect to future job security.

WHEREAS, it is contemplated by this Agreement that the parties fully set forth the nature of their relationship having had the opportunity to consult their respective attorneys and with full knowledge and understanding of the laws applicable;

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

1. DUTIES

The Town agrees to employ James J. Ferrera as Town Administrator to perform the functions and duties specified in the position description attached hereto as *Exhibit 1*, and to perform other legally permissible and proper duties and functions as the Board of Selectmen shall from time-to-time assign.

2. RELATIONSHIP BETWEEN THE BOARD AND THE TOWN ADMINISTRATOR

The Town Administrator shall report to the Board of Selectmen and shall be responsible for the execution of Town policy as determined by the Board. The Board of Selectmen shall meet from time to time with the Town Administrator as may be required for the purpose of discussing the day-to-day operations of the Town.

3. TERM OF AGREEMENT

The term of this Employment Agreement is for the period of March 14, 2025, through March 13, 2028, subject, however, to earlier termination in accordance with the provisions of this Agreement.

4. SALARY

Subject to annual appropriation by Town Meeting, the Town Administrator shall receive the following salary, subject to applicable withholdings and deductions:

- A. Effective March 14, 2025, the Town Administrator shall be paid a salary of \$110,000.00, to be paid in the same manner as other Town employees.
- B. Effective March 14, 2026, the Town Administrator shall be paid a salary of \$115,000.00, to be paid in the same manner as other Town employees.
- C. Effective March 14, 2027, the Town Administrator shall be paid a salary of \$120,000.00, to be paid in the same manner as other Town employees.

5. HOURS OF WORK

- A. The Town Administrator shall generally be expected to be present for work during the Town's regular business hours (Monday-Friday, 40 hours per week) and further agrees to devote that amount of time and energy, which is necessary to faithfully perform the duties of the office.
- B. It is recognized that the Town Administrator must devote a substantial amount of time outside the normal office hours to business of the Town, and to that end, the Town Administrator shall be allowed to take reasonable *adjustments to his work schedule* during said normal office hours at such time which will not adversely affect Town operations.
- C. The Town Administrator is an exempt employee for the purpose of the Fair Labor Standards Act.
- D. The Town Administrator shall notify the Chair of the Board of Selectmen if he intends to be absent from duty or on leave and who shall be responsible for performing duties during his absence.

6. DISCIPLINE AND DISCHARGE

The Town, by a majority vote of the Board of Selectmen, following adequate prior notice and a hearing, may terminate or otherwise discipline the Town Administrator for just cause only. The principles of progressive discipline will apply to any disciplinary action against the Town Administrator. "Just cause" under this Agreement shall mean poor performance, as documented through the performance review process described in Paragraph 8 below, or serious misconduct in violation of any law or Town policy.

7. VOLUNTARY SEPARATION

The Town Administrator may voluntarily resign his position with the Town by providing thirty (30) days written notice of his intent to resign to the Chair of the Board of Selectmen. In the event the Town Administrator resigns following a formal suggestion by the Board of Selectmen that he resign before the expiration of the then-applicable term of employment, the Town agrees to pay the Town Administrator a lump sum severance payment equal to the balance of any term of appointment, but in no event less than six (6) month's salary and benefits.

8. GOALS AND PERFORMANCE OBJECTIVES

Annually, the Board of Selectmen, in consultation with the Town Administrator, shall define goals and performance objectives which it determines are necessary for the proper operation of the Town and the attainment of the Board's policy objectives. The goals and objectives shall be reduced to writing, signed by both parties, and shall be attainable within the time limits specified and within the annual operating budgets and appropriations provided by the Town. The Board shall annually review and evaluate the performance of the Employee relative to the defined goals and objectives using an evaluation tool mutually agreed upon by the parties. The Board shall provide adequate opportunity during the evaluation process for the Town Administrator to discuss the evaluation with the Board.

9. DUES AND SUBSCRIPTIONS

Upon prior approval of the Board, the Town agrees to pay professional dues, subscriptions, and other reasonable expenses of the Town Administrator for continued membership and full participation in relevant organizations, as well as the Town Administrator's participation in all national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, subject to the approval of the Board of Selectmen.

10. PROFESSIONAL DEVELOPMENT

The Town Administrator may attend, at the Town's expense, subject to the Board of Selectmen's prior approval, local, state, and national conferences annually, in order to stay abreast of developments in his profession and to enhance his professional development.

11. GENERAL EXPENSES

The Town shall reimburse the Town Administrator for all reasonable and necessary non-personal, job-affiliated expenses incurred. Reimbursement shall be made upon receipt of all duly executed expense vouchers, receipts, statements, or personal affidavit. In the case of lodging and meal expenses, said reimbursement shall not exceed the amounts specified in the GSA per diem guidelines.

12. PAID LEAVE

Vacation. The Town Administrator shall be entitled to four (4) weeks of paid vacation per fiscal year. Unused vacation leave may be carried over by the Town Administrator at the end of each fiscal year subject to a maximum accrual carry-over of one (1) week.

Holidays. The Town Administrator shall receive paid leave on the following holidays:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Christmas Day
Patriot's Day	Columbus Day	Juneteenth

Sick Leave / Personal Leave. The Town Administrator shall be entitled to fifteen (15) days of paid sick leave per fiscal year. The Town Administrators shall be entitled to three (3) days of paid personal leave. Sick leave may be carried over each fiscal year or if this agreement is renewed or extended. Personal leave may not be carried over.

Jury Duty Leave. The Town Administrator shall receive paid leave for any jury duty.

13. BENEFITS

The Town Administrator shall be entitled to all health and life insurance benefits to which other Town employees are entitled to.

14. INDEMNIFICATION

The Town agrees that, to the extent permitted by law, it shall defend, save harmless and indemnify the Town Administrator against any tort, professional liability claim or demand or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Town Administrator's official duties. The Town shall not indemnify the Town Administrator against any criminal proceedings brought against him, nor shall the Town indemnify the Town Administrator for any claims or proceedings he may bring against the Town or any Town official, employee, or personnel.

15. NON-RENEWAL OF AGREEMENT

If the Board elects not to renew this Agreement at its expiration, the Board shall give the Town Administrator written notice at least six (6) months in advance, and no later than September 14, 2027, of the year prior to its expiration, of its intention not to renew this Agreement. If the Board fails to give such written notice, this Agreement shall be extended for an additional six-month period after its expiration.

16. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Board, in consultation with and agreement of Town Administrator, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Town Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, Town bylaws or any other law.

17. NOTICES

Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail to his last known residence in the case of Town Administrator, or to its principal office in Warren, Massachusetts, in the case of the Town.

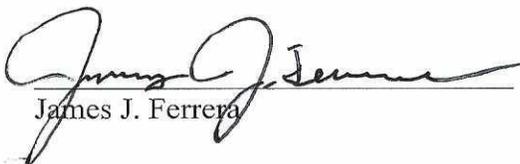
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|------|---------------------|---|
| (i) | TOWN: | Board of Selectmen
Town of Warren
Shepherd Municipal Building
48 High Street
P.O. Box 609
Warren, MA 01083 |
| (ii) | TOWN ADMINISTRATOR: | James J. Ferrera
33 Palmyra Street |

18. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties. If any provision, or 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.
- B. This Agreement may be amended at any time by mutual written consent of the parties except as otherwise provided herein.
- C. The Town shall not at any time during the term of the Agreement reduce the salary, compensation, or other benefits of the Town Administrator, except to the degree such a reduction is across the board for all management employees of the Town. This provision shall not apply to any reduction of benefits under Chapter 32B of Massachusetts General Laws.
- D. This Agreement shall be construed and governed by the Laws of the Commonwealth of Massachusetts.
- E. All compensation and benefits provided under this Agreement are subject to annual appropriation by Town Meeting.
- F. Upon the death of the Administrator, the Town shall provide to and pay to his estate a final accounting and compensation for any accrued salary, unused vacation leave, and other benefits of value.

IN WITNESS WHEREOF, the Town of Warren has caused this Agreement to be executed in its corporate name by its Board of Selectmen, and James J. Ferrera has signed and executed this Agreement, both in duplicate, as of the day and year first written above.

TOWN ADMINISTRATOR:

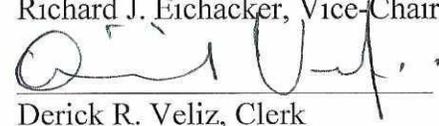

James J. Ferrera

TOWN OF WARREN

By its Board of Selectmen:


David P. Dufresne, Chairman


Richard J. Eichacker, Vice-Chairman


Derick R. Veliz, Clerk

Town Administrator Warren, Massachusetts Exhibit 1

Summary of Position Responsibilities:

The Town Administrator performs complex professional, administrative, and management work in providing daily control over ongoing Town activities, as well as assisting and advising the Board of Selectmen to discharge the duties of their office. As the senior member of the Town's professional staff, the Town Administrator leads and facilitates the work of the Town's operating agencies to ensure effective and efficient delivery of Town services. The Town Administrator acts as the agent for the Board of Selectmen and serves as the Board's initial point of contact. The Administrator provides executive leadership for the Town in areas of policy formulation, fiscal affairs, labor relations, and organizational development. The position has access to considerable confidential and sensitive information, requiring the application of a sophisticated level of judgment. Errors could result in significant confusion and delay, continuing adverse effect on the Town's ability to deliver services, loss of municipal revenues, improper disclosure of confidential information, could have legal and financial repercussions, and/or cause adverse public relations.

Description of Supervision/Supervisory Responsibilities:

The Town Administrator is appointed by, is responsible to, and works under the policy direction of the Board of Selectmen. The employee is required to exercise considerable and significant independent judgment and initiative, within established policies and procedures and the requirements of federal, state and local law (as applicable), with minimal direct supervision. This position has direct supervisory responsibility for all personnel reporting to the Board of Selectmen and indirect supervisory responsibility for all other Town employees, excluding only school employees, Warren Water Departments, and Sewer Departments unless otherwise provided by law.

Essential Functions of Job:

Serves as Chief Administrative Officer:

- Supervises, directs, and assumes responsibility for the efficient administration of all functions and activities for which the office of Town Administrator is given authority, responsibility, or control by by-law, by Town Meeting vote, and by vote of the Board of Selectmen.
- In coordination with Town departments and committees, plans, directs and supervises the work of the Office of the Selectmen and Administrator, including preparation, monitoring and oversight of department operating budget; plans and organizes workloads and staff assignments under his/her jurisdiction; trains, motivates and evaluates assigned staff.
- Conceptualizes and puts into operation department and Town-wide goals and objectives.
- Facilitates adoption of long and short range goals and objectives in conjunction with Selectmen and oversees implementation; evaluates current programs and services and recommends changes to meet emerging needs.

- Analyzes complex and difficult administrative problems and develops relevant and realistic plans, programs, and recommendations.
- Provides professional advice to a variety of officials, departments, boards and committees concerning the development, implementation and administration of the policies, goals, regulations, and statutory requirements related to the administration and operation of the Town managing diverse projects.
- Coordinates the activities of many independent boards, commissions, and departments; required to attend meetings of other boards, commissions and committees frequently; must maintain a close working relationship with all members of the Board of Selectmen and all municipal department heads.
- Prepares for Town Meetings, including preparation of town meeting warrants and specific warrant articles, and coordination of articles with the Boards, Committees, Town Counsel and all appropriate departments; answers questions regarding warrant articles and matters under his/her jurisdiction; recommends to the Board or other Town officials/agencies adoption of measures requiring action by them or Town Meeting.
- Prepares a variety of reports, memoranda, presentations, analytical and statistical reviews, and correspondence.
- Oversees the use of all Town facilities and property under the jurisdiction of the Board of Selectmen; directs the maintenance and repair of all Town buildings and facilities; ensures that a full and complete inventory of all property of the Town, both real and personal, is maintained; ensures that adequate liability, casualty, motor vehicle, and other insurance policies are maintained.
- Acts as primary liaison with all legal counsels on matters relevant to the Town and assists Town Counsel with preparation of litigation.
- Identifies available grants and prepares and submits grant applications; overall responsibility for administration of grant funds received and ensuring compliance with grant requirements.
- Establishes working relationships with and acts as the Board of Selectmen's representative to regional organizations and appropriate county, state, and federal officials and departments.
- Answers complaints and refers complaints to the proper Town department for attention and submits recommendations for the disposition of specific complaints to the Board of Selectmen; develops and administers processes required to resolve complaints, concerns, and issues from the public and from within the Town.
- Oversees and ensures that infrastructure requirements (i.e. computer information systems, databases, records) are managed effectively; drafts budget requirements/purchases plans for necessary technical replacements and/or upgrades that are compliant to applicable standards and needs.
- Provides training support for newly-elected Board of Selectmen, including, but not limited to, policies and current issues and background information.
- Responds to inquiries and requests for information from the public, Town officials and employees, and other government officials, among others.

Serves as Chief Personnel Officer:

- Directs and administers all Human Resources' functions for all Town personnel, with the exception of School personnel, Water Department, and Sewer Department to include, but not limited to, wage and salary administration, position descriptions and job classifications, collective bargaining negotiation and administration, policy administration, grievance procedure administration, program administration, performance evaluations and fringe benefit oversight which includes school employees benefits on specific items; oversees the maintenance of centralized personnel files.
- Makes recommendations on personnel staffing requirements; oversees staffing and recruitment processes; serves on selection teams as appropriate; processes all proper documentation for new hires including coordination with payroll and accounting.
- Town Administrator shall appoint or remove, subject to the approval of the Board of Selectmen, - all department heads, officers, members of boards and commissions, and all other employees appointed by the Selectmen.
- Responsible for the promulgation, implementation, and administration of the personnel policies and practices, rules and regulations, and procedures, consistent with federal, state and local laws.
- Conducts collective bargaining and contract negotiations, and dispute resolution involving any labor matter within the purview of the Board of Selectmen; and monitors the implementation of collective bargaining agreements.
- Assures compliance with all state and federal personnel mandates (i.e. ADA, FMLA, Sexual Harassment, Ethics, unemployment, workers' compensation, discrimination prevention, and the like), and any applicable local laws, policies and procedures (i.e. CORI).
- Serves as the Town's Equal Employment/Affirmative Action Officer; ADA Coordinator; Sexual Harassment Officer.
- Develops, conducts or provides for training for Town officials and employees as needed in federal, state and local statutes, policies and by-laws related to human resources issues; develops training topics and conducts training for the professional development of the staff.
- Provides management direction and advice for all personnel/human resource activities for the Town; motivates and coaches managers and department heads as necessary.
 - Administers workers' compensation, compensation pursuant to G.L. c. 41, §111F, property and casualty insurance, general liability insurance, unemployment compensation and all other insurance for the Town of Warren and School Department; in conjunction with the Treasurer administers, selects and monitors employee benefits plans; serves as the Town's representative on a multi-town health insurance purchasing consortium board.
- Participates in the investigation and representation of the town in administrative matters such as unemployment, workers' compensation and discrimination complaints/hearings/proceedings.
- Performs CORI checks and coordinates the Town's employee benefit programs/plans.

Serves as Chief Financial Officer:

- In conjunction with the Town Accountant, ensures that full and complete records of the

financial and administrative activities of the Board of Selectmen are maintained.

- Prepares full a report of all Town administrative operations as requested.
 - Prepares the annual budget for the Town and submits to Board of Selectmen for review and approval. Budget then goes to Advisory Committee for review.
- Serves as Chief Procurement Officer.

Minimum Competencies:

- Thorough knowledge of the Massachusetts General Laws as they apply to municipal operations.
- Thorough and comprehensive knowledge of the functions of municipal government.
- Thorough knowledge of Open Meeting Law, Public Records Law, State Ethics Law, Municipal Finance and Procurement laws.
- Working knowledge of: the interaction between local, state, and federal government; business administration practices and general office procedures; information systems; and municipal budget and capital planning.
- Ability to communicate effectively and professionally with, and establish and maintain cooperative relationships with: Town officials, boards, committees and commissions, employees and staff; federal, state, county, and regional governmental representatives; officials and staff from other municipalities; community leaders, and local civic and social organizations; and, importantly, the public; contacts require a high level of persuasiveness, resourcefulness, discretion, and negotiating skills to influence the decisions and behavior of other parties.
- Ability to analyze a variety of personnel and management problems and make reasoned recommendations for their resolution.
- Proven leadership ability, strong interpersonal skills, and a high degree of motivation, initiative, and resourcefulness.
- Ability to communicate effectively in written and oral form.
- Ability to work in high pressure situations, as necessary, and deal effectively with frequent interruptions.
- Good organizational skills, detail oriented, and able to work independently.
- Ability to handle multiple tasks, prioritize effectively, and meet deadlines.
- Ability to plan and effectively manage municipal budget.
- Proficient in word processing and spreadsheet software (such as MS Word and Excel).
- Proficient in social media platforms (Facebook, Twitter, and YouTube) and virtual meeting platforms (MS Teams, Zoom).
- Working knowledge of municipal website design.
- Honesty, reliability, discretion, and good judgment are essential.

Education and Experience/Other Requirements:

- Bachelor's Degree in Public Administration or related field; Master's Degree preferred.
- - At least 3 years municipal experience, preferably in an administrative role; or any equivalent combination of education, training and experience which provides the required

- knowledge, skills and abilities to perform the essential functions of the job.
- Experience in collective bargaining, human resource management, purchasing, and conflict management and resolution is preferred.
 - Massachusetts Certified Public Purchasing Officer designation preferred.
 - Valid Massachusetts Driver's License, and satisfactory driving record, required.
 - Per G.L. c. 41, §23A, the Town Administrator may not hold any elective town office.

Physical Requirements/Work Location:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This is an office-based job in a dynamic municipal office, and work is generally performed under typical office conditions. The Town Administrator may frequently be required to work outside of normal business hours, and may be contacted at home at any time to respond to important situations and emergencies. The Town Administrator is required to attend all Board of Selectmen evening meetings, all Town Meetings, and other evening and weekend meetings and events, as necessary. Travel on official business required.

While performing the duties of the Town Administrator, the employee is required to: interact and communicate frequently with: the public; all Town boards, committees, commissions and officials; Town staff and employees; state, federal, county, district, and regional government officials, employees and staff; civic and community organizations; and/or third parties transacting business with the Town; operate standard office equipment including computers and keyboards, at efficient speed; and move throughout the municipal office. Lifts/moves objects weighing up to 10 pounds.

FLSA status

This position is exempt under the Fair Labor Standards Act.

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required. This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and/or requirements of the job change.