



BOARD OF SELECTMEN
CHARLES E. SHEPARD MUNICIPAL BUILDING

48 High St. • P.Q. Box 609 • Warren, MA 01083-0609 • Tel. 413-436-5701 • Fax 413-436-9754

EMPLOYMENT AGREEMENT
FIRE CHIEF

This Agreement is effective the 14th day of April 2022 by and between the Town of Warren (hereinafter the “Town”) and Fire Chief Adam S. Lavoie, (hereinafter “the Fire Chief”). The Town and the Fire Chief hereby agree that the following terms and conditions shall govern the salary and benefits payable under this Agreement to which the Fire Chief shall be entitled to as Fire Chief of the Warren Fire Department.

WHEREAS, the Town is desirous of securing the services of a Fire Chief for the administration of the Fire Department and Emergency Medical Services (hereinafter referred to collectively as the “Fire Department”) under the provisions of M.G.L. Chapter 48, Section 42; and

WHEREAS, the Fire Chief is willing to perform the duties of the position of FIRE CHIEF/EMT according to the terms and conditions of this agreement;

NOW, THEREFORE, the Town and the Fire Chief hereby agree that the following shall govern the salary, fringe benefits and other terms and conditions of the Fire Chief's employment as FIRE CHIEF/EMT.

1. DUTIES/RESPONSIBILITIES

The Fire Chief shall have the responsibility of the administrative control of the Fire Department. Duties shall be those outlined in the job description for Fire Chief, copy which is attached hereto and marked as Attachment A.

The Fire Chief shall provide a monthly report to the Selectmen of the status of the Fire Department accounts and of significant activities of the Fire Department. The Fire Chief is to report to the Selectmen monthly or sooner if necessary all significant fire issues. The Fire Chief shall notify the Chairman of the Select Board of any significant incidents; examples include lock down at a school, damage to town property, injury or illness of employee

2. INDEMNIFICATION

The Town agrees that it shall defend, save harmless and indemnify the Fire Chief, to the extent permitted under Mass. General Laws Chapter 258, against any professional liability claim, demand, or other civil legal action, whether groundless or otherwise,

arising out of an alleged act of omission occurring in the performance of the employee's duties as FIRE CHIEF/EMT for the Town.

3. DUES & SUBSCRIPTIONS

The Town agrees to budget and to pay for the professional dues and subscriptions of the Fire Chief for continuation and full participation in three national, state, and local associations, and organizations of his choice from the following: the International Fire Chiefs Association, the New England Fire Chiefs Association, the Fire Chief Association of Massachusetts, and Western Mass Fire Chiefs Association.

4. VEHICLE

A: The Town shall provide a fire vehicle for use by the Fire Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Fire Chief in connection with the performance of duties, professional growth and development and shall not be for personal use. The only occupants permitted in the vehicle shall include those in the employment of the Town of Warren.

B: The Fire Chief may, upon mutual agreement of both parties, use a private vehicle for the duties as the Fire Chief. The Town shall reimburse the Fire Chief at the set rate per mile when such vehicle is used in connection with the performance of duties, professional growth and development.

5. PROFESSIONAL DEVELOPMENT

The Town recognizes its obligations to the professional development of the Fire Chief, and agrees that the employee shall be given adequate opportunities to develop skills and abilities as a fire service or public safety administrator; accordingly, the Fire Chief will be allowed to attend the Massachusetts, New England, and International Fire Chiefs Association training conferences each year without loss of vacation or other leave, and will be reimbursed by the Town for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences.

The Town also agrees to budget and pay for the Fire Chief's travel and subsistence expense for short courses, institutes, and seminars that, in reasonable judgment, are necessary for the professional development, with the approval of the Board of Selectmen.

6. DISCIPLINE & DISCHARGE

It is agreed that the Fire Chief can be disciplined or discharged only for cause, upon proper notice and only after a hearing at which the employee shall have the right to be represented by counsel. Said hearing shall be conducted in accordance with the Open Meeting Law (MGL Ch. 30A, section 21). The principle of progressive discipline will apply.

7. COMPENSATION

The Fire Chief shall receive a sum of \$80,000.00 as a salary for the term of this agreement for F2023. The Fire Chief's salary shall be increased by **5%** in FY 2024 (**\$84,000.00**) and **5%** in FY 2025 (**\$88,200.00**). Effective March 22, 2024, the Fire Chief shall be eligible for compensation for EMT stipend hours, and any ambulance calls performed outside of normal working hours. This compensation will be equal to all other EMT's performing "on call" duties when no other coverage is available.

If the Fire Chief obtains and maintains certification through the Massachusetts Fire Chief Credentialing Program during the term of this Agreement, the Fire Chief shall be compensated an additional five-thousand dollars (\$5,000.00) per year.

TOTAL COMPENSATION:

FY 2023 - \$85,000.00

FY 2024 - \$89,000.00

FY 2025 - \$93,200.00

The Fire Chief shall be entitled to all benefits as outlined in Sections VII through X of the Town of Warren Personnel By-Law.

8. NO REDUCTION OF BENEFITS

The Town agrees that it shall not at any time during the term of this agreement reduce the compensation or other benefits to which the Fire Chief is entitled except, to the extent, that such reduction is the result of an amendment to the Personnel By-Law.

9. MODIFICATION

No change or modification of this agreement shall be valid unless it shall be in writing and signed by both parties.

10. SEVERABILITY OF PROVISIONS

If any clause or provision of this agreement shall be determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

11. LENGTH OF AGREEMENT

A. The term of this agreement and appointment shall be for **three (3) years** commencing on **July 1, 2022, and ending on June 30, 2025.**

B. The renewal of this agreement shall be contingent upon the Fire Chief's ability to meet the annual budget for the Fire Department and other duties essential to the job function, as outlined in the job description.

C. In the event that the Fire Chief intends to resign voluntarily before the natural expiration of any original or renewed term of employment hereunder, then the Fire Chief shall give the Town thirty (30) days written notice in advance, unless the parties otherwise agree in writing. Provided such notice is given, the Fire Chief will be entitled to under the Personnel By-Law receive pay for any accrued but unused leave.


This Agreement constitutes sets forth and contains all of the terms, covenants, conditions and provisions agreed upon by and between the parties hereto:

TOWN OF WARREN
BOARD OF SELECTMEN


FIRE CHIEF



David P. Dufresne, Chair



Adam S. Lavoie



Richard J. Eichacker, Vice-Chairman



Derick R. Veliz, Clerk