

**EMPLOYMENT CONTRACT BETWEEN**  
**THE TOWN OF STOW**  
**AND**  
**CHIEF JOHN P. BENOIT**

On this 24th day of November, 2021, the Town of Stow, a municipal corporation with a business address of 380 Great Road Stow, Massachusetts, (hereinafter the "Town") by the Select Board and Chief John P. Benoit (hereinafter the "Chief") enter into the following contract pursuant to Massachusetts General Laws Chapter 41, Section 108O, as amended.

WHEREAS, the Town is desirous of securing the services of the Chief in the administration of the Stow Fire Department (hereinafter the "Department"); and

WHEREAS, the Chief wishes to perform the duties of the position of the Fire Chief, Emergency Management Officer, and Forest Warden as provided herein and subject hereto;

WHEREAS, the Town has or here by does recognize voluntarily pursuant to M.G.L.c.150E, §4 and the applicable regulations of the Massachusetts Labor Relations Commission, the position of Fire Chief as a supervisory unit, separate and distinct from all other units in the Fire Department;

NOW, THEREFORE, the Town and the Chief hereby and hereinafter agree to the following terms and conditions as stated herein and subject to the statutory references that shall be incorporated into this Contract.

**Section 1. APPOINTMENT**

The Town hereby and hereafter appoints the Chief pursuant to and in accordance with **Chapter 48, Section 42A** of the Massachusetts General Laws, as amended.

**Section 2. TERM**

- a. The initial term of this Contract shall be for a term commencing on, November 23, 2021, and ending on June 30, 2024. However, this Contract may be extended as provided by its terms.
- b. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than six (6) months prior to the end of its initial or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional one (1) year period.



### Section 3. COMPENSATION & BENEFITS

- a. Beginning at the execution of this contract through June 30, 2022, the Town shall pay the Fire Chief the annual salary of \$104,000, prorated through June 30<sup>th</sup>.
- b. Beginning July 1, 2022, and on each succeeding year of this Contract, the Chief shall receive the same annual COLA increase in salary approved by the Town Administrator for Department Heads / Non-Collective Bargaining Unit Employees. Any other increase shall be subject to negotiation.
- c. In addition to the foregoing, the Chief shall receive, and been titled to, the following
  1. **Vacation Leave:** At the signing of this contract, the Chief will carry forward all vacation time earned as a member of Local 3262, and will continue to accrue his 16.7 hrs/month. Beginning July 1, 2022, the Chief shall be entitled to 25 days of vacation leave in each twelve (12) month period from July 1st through June 30th. Unused vacation may be carried over from one year to another, but there may be no more than 50 days accumulated at once. Vacation leave shall be scheduled by the Chief with the approval of the Town Administrator so as not conflict with the needs of the Town. Unused and accrued vacation shall be paid in full to the Fire Chief upon termination.
  2. **Sick leave.** The Chief shall be credited any accrued sick days currently on the books. The Chief shall accrue 150 hours per year, which shall be issued each July 1<sup>st</sup>, to a maximum of 1096 hours. If the Chief dies due to an on-duty incident, his beneficiary will receive a payout of 100 percent of the remaining sick time. There shall be no payout of unused sick time for any other reason of separation.
  3. **Bereavement leave.** In the event of the death of a spouse, son, daughter, father, mother, brother, sister, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild or any person not classified above, but who permanently resides with the family of the Chief, the Chief shall be granted 3 days off, and in the event of a death in the Chief's family for a relative other than those herein enumerated, the Chief shall be granted 1 day off as bereavement leave within a reasonable amount of time, subject to approval of the Town Administrator, without loss of pay for the purpose of attending funeral services, arranging for burial, and as a period of bereavement. Leave without loss of pay under this section will not be deducted from sick, personal or vacation leave.
  4. **Holiday pay.** The Chief shall have all town-recognized holidays off. If the Chief is required to be on-duty at any time on a Town-recognized



holiday, the Chief shall receive compensation time off at the rate of hour for hour on another day work day at the approval of the Town Administrator.

5. **Longevity pay** The Chief is not eligible for longevity pay.
6. **Clothing/Equipment Allowance:** From November 23, 2021, through June 30, 2022, the Chief shall receive \$600 for the purchase and maintenance of clothing, equipment and job-related subscriptions and service. Beginning July 1, 2022, the Chief shall receive an annual allowance of \$1,000 each fiscal year for the purchase and maintenance of clothing, equipment and job-related subscriptions and service
7. **Insurance:** The Chief shall be eligible to obtain health, dental, and life insurance with the same coverage and cost as other town employees under Massachusetts General Laws c32B.
8. **Injured on duty.** As a sworn fire officer, the Chief shall be eligible for injured on duty benefits as provided by G.L. c. 41, § 111F. At the Town's request, the Chief will attend and cooperate fully with an evaluation by a Town physician to determine eligibility for benefits under G.L. c. 41, § 111F or to otherwise determine fitness for duty.
9. **Retirement.** As a sworn fire officer, the Chief shall be entitled to retirement benefits under G.L. c. 32.
10. **Compensatory time.** It is recognized that the greater work responsibilities of salaried employees may cause them to frequently work greater than 40 hours per week. It is recognized that the Chief must devote a great deal of time outside normal office hours to conduct the business of the Town. It is also recognized that salaried employees may accrue/use compensatory time and have some work schedule flexibility (accrual rate shall be hour for hour worked). The Chief, therefore, shall be allowed to take compensatory time off and alter the Chief's schedule as approved by the Town Administrator during said normal office hours, and at such times that will least adversely impact Department operations. Prior to any time accrued or used permission must be granted by the Town Administrator. The maximum amount of time accrued during a fiscal year is 80 hours. Unused time will be lost and no payout will be allowed.

#### **Section 4. DUTIES**

The head of the Fire Department for the Town shall be the Fire Chief. The Chief shall be responsible for Department level management and administration of the Fire Department, including the activities of fire suppression and prevention, rescue and emergency medical services, fire alarms, fire warden, hazardous materials, emergency management,



budgetary and capital management, building, vehicle and facility operation and maintenance, personnel administration, and training, but not be limited to those outlined in the attached job description.

## **Section 5. HOURS OF WORK**

The Chief shall devote that amount of time and energy reasonably necessary to faithfully perform the duties of the Fire Chief under this Contract.

## **Section 6. INDEMNIFICATION & INSURANCE**

- a. Indemnification. The Town agrees to defend, save harmless and indemnify the Chief against any complaint, claim, demand, suit or judgment, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of the Chief's duties as Fire Chief of the Town. This provision shall survive any termination of this agreement with respect to acts or omissions while serving as the Chief.
- b. Professional liability insurance. The Town agrees to furnish at its own expense, professional liability insurance for the Chief with liability limits of not less than one million (\$1,000,000.00) dollars

## **Section 7. DEATH DURING TERM OF EMPLOYMENT**

If the Chief dies during the term of this Contract, or any extension thereof, the Town shall pay to the Chiefs spouse all the compensation which would otherwise be payable to the Chief up to the date of the Chiefs death including, but not limited to accrued, but unused leave days. In the event that the Chiefs spouse does not survive the Chief, or the Chief does not have a spouse at the time of his death, then the Town shall pay to the Chiefs then living descendent(s), to be divided equally, all the compensation which would otherwise be payable to the Chief up to the date of the Chiefs death including, but not limited to accrued, but unused leave days, in shares as may nearly be of equal value.

## **Section 8. DUES, SUBSCRIPTIONS & PROFESSIONAL DEVELOPMENT**

- a. The Board recognizes and encourages the Fire Chief to join professional organizations that are typically affiliated with municipal government and public safety. The Town agrees to budget for and pay, an appropriate amount for the professional dues and subscriptions of the Chief for continued and full participation in national, regional, state and local associations and organizations necessary and desirable for continued professional growth and advancement and for the good of the Town. Should the Fire Chief attend seminars, conferences, or workshops sponsored by professional organizations, time spent as such conferences shall not be deducted from vacation leave. For attendance at any professional development over one (1) day's duration, the Fire Chief will notify the Town Administrator for permission prior to attending



- b. The Town agrees to pay for the reasonable registration, travel, and sustenance expenses of the Fire Chief for dues, courses, institutes, and seminars that are necessary for his professional development and for the good of the Town, subject to the availability of an appropriation, and with permission from the Town Administrator.
- c. The maximum amount of money that the Town will pay per year for the total expenses associated with professional development shall be four thousand dollars (\$4,000).

## **Section 9. AUTOMOBILE, CELLULAR PHONE & LAPTOP COMPUTER**

- a. The duties of the Fire Chief require that the Chief have exclusive and unrestricted use of a vehicle at all times during his employment with the Town. The Town shall provide a vehicle, outfitted with emergency equipment at the Town's expense for use by the Chief. Said vehicle use is provided incident to the law enforcement duties of the Chief enabling the Chief to report directly to crime scenes and emergency situations. The Town shall be responsible for paying for liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Chief shall be permitted to use said vehicle for personal reasons, and during off-duty hours, since the Chief is "on call 24 hours 7 days a week" in the event of an emergency. The Chief shall be exempt from being assessed a vehicle fringe benefit value pursuant to Internal Revenue Service regulations.
- b. The Town shall provide the Chief with a cellular phone, including a cellular and data plan for said phone, and laptop computer for the exclusive and restricted use by the Fire Chief for Fire Department and Town purposes only. The Town shall be responsible for paying for the purchase, operation, maintenance, repair, and regular replacement of said cellular phone and laptop computer. The Chief will be held to the strict standards of the Fire Department Rules and Regulation, including the Code of Ethics. Any violation of this section is grounds for disciplinary action.

## **Section 10. PERFORMANCE EVALUATIONS**

- a. Annually, the Town Administrator and Fire Chief shall jointly develop specific goals and objectives that are necessary for the proper operation and welfare of the Fire Department and shall further jointly establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified as well as the annual operating and capital budgets and appropriations.
- b. The Town Administrator shall review and evaluate the performance of the Fire Chief on a formal basis at least once annually under the terms and conditions of this Contract. Said review and evaluation shall include, but not be limited to
  - (1) the Chief's progress and performance on the annual goals and objectives



as described above in this section; (2) budgetary/financial administration; (3) personnel administration; (4) supervisor/leadership; (5) staff development; (6) public relations; (7) employee and labor relations; (8) policy execution; and (9) interaction with the Town Administrator as well as other governmental officials, departments, boards and committees.

- c. Such review and evaluation of performance of the Chief shall be done in conformity with the specific performance goals, objectives and criteria established by the above method. The Town Administrator shall provide the Fire Chief with a written evaluation report after each formal review and evaluation and shall provide the Chief with an opportunity to discuss his review and evaluation. If the Chief disputes any portion of the evaluation, then the Chief shall be permitted to memorialize this dispute in writing, detailing the nature of the dispute, and such document shall be attached to and incorporated into the evaluation form, and become a part of the Chief's personnel file.

## **Section 11. DISCIPLINE, DISCHARGE & NON-REAPPOINTMENT**

Disciplinary proceedings. It is agreed that the Chief may be disciplined, discharged or not reappointed only for just cause, upon proper notice and only after a hearing conducted by, and by super majority vote (4/5) of, the Select Board and consistent with the terms included in this section and in accordance with the requirements under the Open Meeting Law.

- a. The Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing.
- b. The term "proper notice" as it appears in this section means that written notice of the hearing must be given to the Chief at least ten (10) business days prior to the date of the hearing and must set forth the following: (i) the date, time and location of the hearing; (ii) the reason for the hearing; (iii) the charges alleged and the evidence in support thereof in such specificity so that the Chief may understand and prepare his defense; and (iv) the range of discipline considered.
- c. The subject matter to be presented at the hearing shall be only those charges as were specifically detailed in the written notice to the Fire Chief.
- d. During the hearing, the Chief shall have the right to be represented by a representative of his/her choosing, to question, confront and cross-examine witnesses, to introduce evidence and to conduct oral arguments.
- e. In its decision, the Select 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.



- f. The principles of progressive discipline will apply, and the Town recognizes its obligation to provide the Chief with performance evaluations.

**Rights of appeal.** With respect to any such proceedings instituted under this section, the following rights of appeal shall apply:

- a. The Chief may appeal any discipline or discharge to a panel of arbitrators consisting of three (3) persons or a single arbitrator. If the Chief chooses a panel of arbitrators, the three (3) persons shall be chosen as follows: one by the Town, one by the Chief, and one by the two so chosen. A majority of the three (3) member panel shall be sufficient to uphold or to reverse the decision. Any arbitration shall be subject to the Labor Arbitration Rules of the American Arbitration Association with the costs to be shared equally by the parties.
- b. The Chief may appeal any decision upheld by the arbitrator(s) to: (i) the district court wherein the Chief resides; or (ii) any superior court having jurisdiction. Each of the aforementioned courts shall have jurisdiction of any petition for writ of mandamus for reinstatement of the Chief if he/she alleges that he/she has been improperly suspended or discharged.
- c. In the event of the suspension or discharge of the Chief, if the arbitrator(s), or the district court for the judicial district wherein the Chief resides, or the superior court shall reverse a suspension or discharge and order that the Chief be reinstated to duty, the Chief shall be entitled to back pay, benefits and counsel fees.

## **Section 12. RESIGNATION & TERMINATION**

- a. **Voluntary resignation:** In the event the Chief intends to resign voluntarily before the natural expiration of any term of employment, then the 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 Chief will be entitled to receive pay for any unused leave time.
- b. **Involuntary resignation:** In the event the Chief resigns following a formal suggestion by the Town that he resign before the expiration of the then applicable term of employment, the Town agrees to pay the Chief a lump sum severance payment equal to the balance of any term of appointment but in no event less than 3 months' salary and benefits.

## **Section 13. NO REDUCTION OF BENEFITS**

The Town agrees that the Town shall not at any time during this Contract reduce the salary, compensation or other benefits of the Chief, except to the extent that such reduction is evenly applied across-the-board for all non-union department heads in the Town.



#### **Section 14. MISCELLANEOUS PROVISIONS**

- a. This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.
- b. If any provision of this Contract is declared or found to be illegal, unenforceable, or void by a court of competent jurisdiction, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.
- c. For any clause of this Contract which provides that a certain benefit to the Chief shall be subject to appropriation, the Town understands and acknowledges that it shall be responsible to budget and support any such appropriation and the terms of this Contract at any and all town meetings.
- d. No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both Parties.
- e. The Parties executing this Contract agree that the recitals herein constitute the entire agreement between the parties. No other agreement, including any other written, oral or other agreement, will be considered to exist or to bind the parties to this Agreement. No representative of any party to this Contract, had, or has any authority to make any representation or promise not contained in this Contract, and each of the parties to this Contract acknowledges that such party has not executed this Contract in reliance upon any such representation or promise.



IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written.

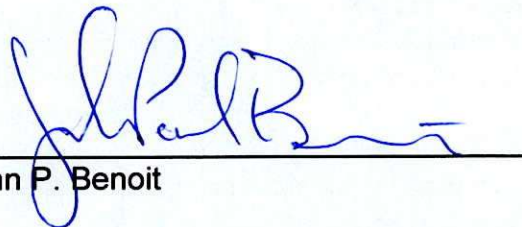
**TOWN OF STOW**

**On Behalf of the SELECT BOARD**



Denise M. Dembowski,  
Town Administrator

**FIRE CHIEF**



John P. Benoit



Job Title: Fire Chief

Department: Fire Department

Supervisor: Town Administrator

Hours Worked: Full-Time (40hrs/week)

## **DEFINITION**

Position is responsible for Department level management and administration of the Fire Department, including the activities of fire suppression and prevention, rescue and emergency medical services, fire alarms, fire warden, hazardous materials, emergency management, budgetary and capital management, building, vehicle and facility operation and maintenance, personnel administration, and training.

## **ESSENTIAL FUNCTIONS**

*The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

- Plans, organizes, directs, and coordinates the activities of the Department; confers with town officials in determining plans and policies to be observed in the conduct of Department operations.
- Responsible for the administration of the Department under the provisions of state and local laws, rules, regulations, and code, including the extinguishing of all fires and protecting life and property in event of fire.
- Manages Department and administers all programs, making rules and regulations for the efficient and effective operation of the Department.
- Responsible for the development and implementation of the fire department's standard operating guidelines (SOGs) and the enforcement of all applicable laws, Codes and Standards under the authority of the State Fire Marshall.
- Plans, organizes and ensures that all Department activities are accomplished.
- Participates in hiring process and makes recommendations for appointment of personnel, determines staffing requirements, oversees training programs, and evaluates the performance of all members of the force.
- Establishes uniform code and equipment and vehicle specifications for the Department.
- Supervises Department personnel including officers, firefighters and EMT's.
- Prepares and submits operating and capital budget for the department; plans for the department's long-term needs, capital improvements, new and replacement equipment and manpower; and assigns personnel and reviews the department's performance and effectiveness. Monitors Department expenditures to ensure compliance with current fiscal year budget limitations.
- Submission of reports to the Town either orally or in writing when requested or required in order to ensure the proper communication between the Town and the Department.
- Being responsible for all Department expenditures, as well as receipt of funds and property in the custody of the Department.
- Manages the operations of the Town's emergency services and ambulance operations; assigns personnel and equipment, ensures apparatus and equipment are maintained in



- a sound operating condition, makes recommendations for apparatus and equipment replacement, and prepares technical specifications for apparatus and equipment.
- Oversees all Emergency Management preparation and activity and directs, in conjunction with the Board of Health, any and all actions of the Medical Reserve Corp volunteers.
  - Responds to all hazard incidents and may direct activities at a hazard or may delegate to other officers; supervises and directs investigations into causes of fire; meets with representatives of insurance companies; prepares and issues reports on fire damage.
  - Develops and oversees record-keeping of Department, including accounts payable and budget control; plans and submits annual and supplementary budget requests; procures equipment, materials, and supplies; and supervises the maintenance of stations and apparatus.
  - Writes grants to increase departmental resources and oversees program/project implementation if grant funds are awarded.
  - Supervises and controls all training programs for Department personnel and the assignment of personnel to such programs.
  - Maintains discipline of Department personnel; issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all Department personnel.
  - Enforces fire safety laws and by-laws; issues permits for blasting, storage of petroleum products, propane gas, gun powder, and flammables; and issues inspection reports.
  - Develops and administers a fire prevention program; participates in the dissemination of public information for individuals and groups upon request.
  - Attends meetings of town officials for a variety of purposes; attends meetings of other fire officials to exchange information on new techniques and equipment.
  - Performs related duties as required.

### **SUPERVISION RECEIVED**

Under administrative direction from the Town Administrator, the employee works from policies, goals, and objectives; establishes short-range plans and objectives, departmental performance standards and assumes direct accountability for department results; consults with the supervisor only where clarification, interpretation, or exception to policy may be required or as requested by the supervisor. The employee exercises control in the development of departmental policies, goals, objectives and budgets and is expected to exercise whatever means are necessary to resolve conflict that cannot be addressed at the department level.

### **SUPERVISION EXERCISED**

The manager is accountable for the direction and success of programs accomplished through others. Responsible for analyzing program objectives, determining the various departmental work operations needed to achieve them, estimating the financial and staff resources required, allocating the available funds and staff, reporting periodically on the achievement and status of the program objective; and recommending new goals.

### **JUDGMENT**

Guidelines, which may be in the form of administrative or organizational policies, general principles, legislation, or directives that pertain to a specific department or functional area, only provide limited guidance for performing the work. Extensive judgment and ingenuity are required



to develop new or adapt existing methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of the guidelines or policies. The employee is recognized as the department or functional area's authority in interpreting the guidelines, in determining how they should be applied, and in developing operating policies.

### **NATURE AND PURPOSE OF CONTACTS**

Relationships involve constant interaction with local, state, and federal government officials, community leaders, and any other individuals to protect and promote the organization's overall interest. The position requires a high degree of diplomacy and judgment and must be able to work effectively with, and influence, all types of persons. Duties require a well-developed sense of strategy and timing in representing the organization effectively in critical and important situations that may influence the well-being of the organization.

### **CONFIDENTIALITY**

The employee has regular access at the departmental level to a variety of sensitive and confidential information.

### **EDUCATION AND EXPERIENCE**

Bachelor's degree in Fire Science, Fire Protection Engineering, Public Administration, Business Administration or a related field; a minimum of ten (10) years' progressive experience as a uniformed, member of a fire department providing Fire and Emergency Medical Services with a minimum of five (5) years' experience at a supervisory or command rank; Experience overseeing a call/hybrid department is preferred; 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.

Must possess a valid Massachusetts driver's license. Must have successfully obtained certification as a Firefighter. Must be a Certified Emergency Medical Technician. MA Fire Chief Accreditation preferred.

### **KNOWLEDGE, ABILITY, AND SKILLS**

**Knowledge:** Knowledge of the principles and practices of public administration and financial management; the application and use of information technology; Knowledge of performance based management practices and performance monitoring. Knowledge of Massachusetts statutes, rules and regulations, and general practices related to Fire Suppression and Prevention, Emergency Medical Care, and Emergency Response Management

**Ability:** Establish and maintain effective working relationships with subordinates and other Town employees; ability to express oneself clearly and concisely both orally and in writing; to speak effectively in public in regard to the Fire service. Ability to lead and supervise subordinates and to transmit general instructions in the form of detailed orders. Ability to maintain good public relations and effective collaborative working relationships with Town departments, department heads, fellow employees, officials and the general public. Ability to meet deadlines. Ability to work independently and exercise independent judgment. Ability to prioritize. Ability to analyze and interpret laws, bylaws, rules, regulations, standards and procedures and apply them to specific situations and cases.



**Skill:** Organizing, directing, and coordinating the activities of the Department; Developing long-term plans and programs, and in making decisions on matters of major policy and on complex technical and administrative problems; Employee supervision, coaching, motivation and discipline. Supervisory, leadership, personnel management, writing, communication, and delegation skills.

### **WORK ENVIRONMENT**

Administrative work is conducted in a typical office setting. Fire suppression work is conducted in a variety of buildings. Emergency medical work is conducted across the community in a variety of locations and in an ambulance.

### **PHYSICAL, MOTOR, AND VISUAL SKILLS**

#### **Physical Skills**

Essential functions involve frequent and recurring assignments requiring strenuous effort and endurance or quick reflexes to perform the work, such as lifting and carrying on a continuous basis for extended periods of time.

#### **Motor Skills**

Essential functions involve close hand and eye coordination and physical dexterity, manipulation and motor control under conditions which may require extreme accuracy.

#### **Visual Skills**

Visual demands require routinely reading documents for general understanding and analytical purposes and for assessing patient needs and emergency situations.

### **NON-DISCRIMINATION CLAUSE**

#### **Non-Discrimination Clause**

No individual shall be denied any rights guaranteed pursuant to local, state and/or federal law on the basis of race, color, religion, national origin, sexual orientation, gender, gender identity, or disability.