

Employee Personal Contract

This agreement by and between Christopher Beecher (hereinafter "Employee") and the Town of East Longmeadow, Massachusetts, a municipal corporation (hereinafter, variously "Employer" or "Town") by the Town Manager who acts as an agent of the Town for purposes of such agreement.

WITNESSETH:

Article 1 – Recitals

Employee is employed as the Fire Chief/Emergency Management Director (EMD). Employee will perform such duties and functions of the Fire Chief/EMD as set forth in the job description and the Massachusetts General Laws and the Town's Charter and By-Laws.

The parties agree that the employee is not a civil service employee nor is he part of a collective bargaining unit. The purpose of this agreement is to clarify and settle the terms and conditions of employment under which the employee serves. The employee is expected to adhere to all Town Policies unless specifically addressed differently within this contract.

This agreement supersedes all prior agreements and understandings, written or oral, as may have heretofore governed the relations of the parties. Any future change in the terms and conditions of Employee's employment from that as addressed herein or which could have been lawfully addressed herein will have no binding effect until and unless reduced to writing and executed by the parties hereto. This Article I Recitals will be interpreted in all respects as incorporated within and made a part of the Agreement.

Article 2 - Employment

Employee will be employed for a term of 3 years commencing March 8, 2025 and expiring June 30, 2027, and will not be terminated during that term except for just cause. Pending re- appointment or until a successor is duly appointed, and subject to appropriation, the Town Manager may continue employee in an at-will status after expiration of the appointment for the compensation and fringe benefits last due the employee hereunder.

The Town will refrain from discrimination against the Fire Chief/EMD in matters of pay, compensation, benefits, and working conditions because of age, sex, sexual orientation, religious convictions, race, national origin, or handicap.

Article 3 - Compensation

Subject to Town appropriation, the Employee will be paid as follows:

Effective as of March 8, 2025 the Fire Chief/EMD will be paid a bi-weekly salary which, when annualized, equals \$135,000. The Fire Chief/EMD will be entitled to additional salary increases based upon the results of the annual performance review, which can be up to two percent (2%) of the current salary.

Article 4 - Performance Review

The Town Manager will review performance of duties and responsibilities annually. Performance will be evaluated on the basis of fulfilling duties and responsibilities contained in the Fire Chief/EMD's job description, contribution to achievement of overall goals of the Town, and progress in meeting specific performance goals previously established for the review period. A self-evaluation performance review form will be used for the review and a copy will be filed in the Fire Chief's personnel file. In addition to the annual performance review, the Town Manager will meet with the Fire Chief/EMD as needed to discuss performance and address issues and questions which may have developed since the last annual performance review meeting.

Article 5 - Hours of Work

The normal workweek for the Fire Chief/EMD will consist of the following:

- The Fire Chief/EMD agrees to devote the amount of time and energy reasonably necessary for him to faithfully perform the duties of the position including but not limited to: a regular daily schedule, evening and weekend/holiday work as needed or required.
- It is recognized that the Fire Chief/EMD is "on duty" twenty-four hours per day, seven days per week. As a responsible manager he will devote such time and energy to the management of the Department as required. The Fire Department is in operation at all times, including during emergencies, storms, civil upset or unrest. As the leader of the Fire Department, the Chief is expected to and agrees to be available for and to respond to the Town to be in command of the Fire Department during such events.
- Meal times - except in cases of emergency, the Fire Chief/EMD will be entitled to one hour daily for meal purposes. Such mealtime will be scheduled during the hours most administratively convenient to the Fire Department.
- Approval of an amended schedule is solely at the discretion of the Town Manager.

Article 6 - Termination

Employee agrees that he will not terminate his employment during his term of office without providing Employer at least sixty (60) days written notice. In the event that employee voluntarily terminates his employment for any reason whatsoever, including retirement, without giving the employer sixty (60)

days advance notice as required then, employee will be deemed to have waived such entitlement as he has under the agreement for payment of vacation leave as he would otherwise have received as a severance payment. Said notice may be waived in writing by the Town Manager. Except as otherwise provided in this agreement, lawful termination of Employee's employment by either party during the Employee's term of office will constitute termination of the appointment and this agreement.

Employer agrees that it will not discharge Employee except for good and just cause. Good and just cause for discharge would include, but not limited to, such reasons as:

- Failure to carry out lawful policies of the Employer.
- Conviction of a felony or any other crime that may cause a loss of public or Employer confidence in the Employee.
- Incompetence or willful failure to carry out the legal responsibilities, normally assigned to the Fire Department and the Emergency Management Director.

The sole procedure for disciplinary action against or the discharge of Employee and for Employee's right to challenge same will be as follows:

- In the event that Employee is charged with offenses enumerated within the list of infractions/violations set forth within the Employee Manual for Town of East Longmeadow the disciplinary actions enumerated therein will control. In the event that Employee is charged with an offense not so enumerated, an offense involving moral turpitude will be deemed a major offense warranting suspension or discharge with all other offenses being deemed a minor offense warranting, for a first offense, a written reprimand.
- In the event that the offense warrants a written reprimand and for which a written reprimand has been issued, Employee may submit a response in writing, delivered to the Human Resources Director within five (5) business days. The rebuttal should detail the reason(s) why the written reprimand is inappropriate and set forth any relief requested. The Human Resource Director may adjust the grievance as required.
- Should Employee disagree with the determination of the grievance, the Employee may submit an appeal of said determination in writing to the Town Manager within five (5) business days of issuance of said determination. The Town Manager will conduct such proceedings as he/she deems appropriate and either affirm or reverse the determination of the Human Resources Director. The Town Manager's determination will be final.
- In the event that the offense is one which warrants suspension or discharge, the Employee will be notified in writing of any charges made against him together with a statement of disciplinary action deemed appropriate. No less than five (5) business days after issuance of said charge or charges, a hearing will be held before Town Manager or designee. Employee will be provided notice of the date, time, and place no later than seventy-two (72) hours in advance of same. Employee will have the right to attend such hearing in person and with legal counsel and to present such relevant evidence as he desires subject to the procedures established by and the rulings of such Hearing Officer. Failure to attend a scheduled hearing without the advance assent of Employer or the advance approval of the Hearing Officer will

constitute a waiver of the right to present evidence. The Hearing Officer's determination will be final.

Article 7 - Benefits

General

Except as may otherwise be specified herein, Employee will be entitled to benefits as described on the attachment to this contract. Please refer to the attached benefit sheet which outlines the Fire Chief's benefits in greater detail and is incorporated and merged as part of this contract.

Health and Welfare

The Town will make available to Employee, membership in the prevailing medical insurance and extended benefit plan as it will be available to similarly situated Department Heads and on the same terms. Should Employee's term of service for the Town be sufficient to vest for a retirement allowance through the Hampden County Retirement Board, and whether or not her employment is thereafter terminated prior to submitting a retirement application to said Board, Employee will, once retired in accordance with requirements of said Board, be eligible to participate in the Town sponsored medical insurance plan(s) to the same extent and at the same rate of subsidy as if he retired as a similarly situated employee.

Legal Holidays

The following days will be recognized as Legal Holidays, and Town Hall will generally be closed when such holidays fall or are observed on a workday.

New Years' Day

Martin Luther King Day

Presidents Day

Patriots Day

Good Friday

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

The foregoing paid holidays will be granted regardless of when they fall. Saturday holidays will be observed on the Friday preceding the holiday. Sunday holidays will be observed on the Mondays following the holiday.

When December 24th and December 31st falls on a work-day, 1/2 day off with pay will be granted. In those years when December 24th and December 31st falls on a Monday, the full day off will be granted.

As per MGL Chapter 48, Section 57E, if the Fire Chief/EMD is on duty at any time on January the first (New Year's Day), July fourth (Independence Day) or Christmas day, or the day following when any of said days occurs on Sunday, or the third Monday in February (President's Day), the third Monday in April (Patriot's Day), the last Monday in May (Memorial Day), the first Monday in September (Labor Day), the second or fourth Monday in October (Columbus Day) or Thanksgiving day, he will be granted an additional day's pay.

Insurance

An indemnification health plan is available to all Town Employees as well as three HMO health plans. Premiums are payable as follows: The Town pays 50% of the premium for the indemnification plan and 70% of the premium for the HMO plans offered. The remainder of the premium is paid for by the Employee.

The Fire Chief/EMD, as a Town Employee, will be eligible for Life and Accidental Death and Dismemberment Insurance in the amount available to Town Employees, with premiums payable equally by the employee and the Town. Additional optional insurance is also available.

The Fire Chief/EMD, as an active member of the East Longmeadow Fire Department, will also be covered by the Police and Fire IOD Life Insurance Policy to the same benefit level as is given to all active members of East Longmeadow Police and Fire Departments.

Clothing Allowance

The Fire Chief/EMD will receive a uniform allowance of \$700 annually paid in the last pay period in July.

Motor Vehicle

The Fire Chief/EMD will be provided the use of the Town vehicle for business and personal use. The Town will pay for all maintenance and repairs.

Cell Phone

The Chief will be provided with a Town cell for business and personal use.

Dues and Subscriptions

The Town will pay for the dues and subscriptions for organizations/associations related to the functions of this position.

Professional Development

The Fire Chief/EMD may seek \$2,000 in the annual budget for the cost of professional development courses, seminars, conferences, training programs, certifications, travel and related expenses for the Chief that is deemed necessary for the good of the Town and professional development of the Fire

Chief/EMD.

Article 8 - Indemnification

To the extent permitted by law, the Town will defend, save harmless and indemnify the Fire Chief/EMD against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Fire Chief's duties, even if said claim has been made following his termination from employment, provided that the Fire Chief/EMD acted within the scope of his duties on behalf of the Town. The Fire Chief/EMD may compromise and settle such claim or suit and pay the amount of any settlement or judgement rendered thereon. This section will survive the termination of the Agreement and inure to the benefit of the heirs of the Fire Chief/EMD.

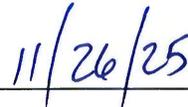
Article 9 - Invalidity of the Agreement

All terms of this contract which happen to conflict with any constitution or statute in effect in the Commonwealth of Massachusetts or federal laws, are hereby amended to conform to such law. If any paragraph, part of, or rider to this contract is invalid it will not affect the remainder of the contract, but said remainder will be binding and effective against all parties.

Town of East Longmeadow Signature:



Thomas D. Christensen, Town Manager

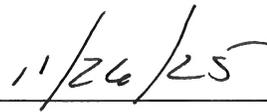


Date

Employee Signature:



Christopher Beecher, Fire Chief



Date

Town of East Longmeadow
Christopher Beecher Benefit Sheet

Health Insurance - The Town of East Longmeadow offers employees a choice of three HMO health plans; Health New England, Blue Cross/Blue Shield and Tufts through the Scantic Valley Regional Health Trust. For all three HMO plans the Town pays 70% of the premium and the employee is responsible for 30%. The Town also offers a Blue Cross/Blue Shield indemnity plan through Scantic Valley. The Town pays 50% of the premium for the indemnity plan and the employee is responsible for 50%.

Dental Insurance -The Town offers a voluntary dental plan through Altus Dental for eligible employees. Employee is responsible for the full premium.

Employee Assistance Program - The Town recognizes that offering its employees assistance with personal issues may help their well-being. For that reason, all employees have access to a confidential Employee Assistance Program (EAP) through AllOne Health Resources. AllOne Health Resources provides assistance with legal matters, drug & alcohol counseling, financial consultants, and dealing with stress.

Life Insurance - The Town provides a basic group term life insurance policy through Boston Mutual in the amount of \$5000 with the town paying one-half the premiums. The Town also provides IOD Life Insurance to all active members of the Police and Fire Departments.

457 Deferred Compensation Plan - The Town offers eligible employees a retirement plan as a benefit to help save and invest for retirement through Mass Mutual.

Contributory Retirement - You will not have Social Security deducted from your pay. Instead, you will contribute to the Massachusetts Contributory Retirement System of Hampden County.

Sick Leave -You will earn one (1) day of sick leave for each full month you are in pay status for a total of 12 days per year. Up to five (5) days may be used each year to provide care for a dependent child or family member who resides with you. Certification of illness/injury may be required. Sick leave may be accumulated.

Vacation Leave - You are entitled to five (5) weeks of vacation annually which shall accrue at the rate of 16.66 hours per month starting April 1, 2025. Your accruals will reset on July 1 of each subsequent

year of this contract. Vacation time may not be accumulated or carried over at the end of the fiscal year unless an exception is authorized by the Town Manager. You may use vacation time before it is accrued if necessary, provide the used but unearned time is repaid to the Town upon separation.

Personal Days - Three (3) days of personal leave which you must use by the end of the calendar year and must be approved by the Town Manager.

On-the-job-injury – You are covered by the Town's Injury on Duty insurance fund. Injuries must be reported (same day) to the Human Resources Director.

Holidays - Upon employment, you will receive fourteen (14) paid holidays annually.

Bereavement Leave - You may request and be granted five (5) days for the death of a spouse, child, parent, sibling, step-parent, step-child or other family member living in the household, three (3) days for the death of a grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandchild and one (1) day for the death of uncle or aunt.

Jury Pay - Any employee required to serve as a juror will be paid an amount equal to the difference between the compensation received for such service and his/her regular pay.

Direct Deposit - Your payroll check will be deposited directly into your bank account after the proper paperwork is completed and account information is verified.