

COMMONWEALTH OF MASSACHUSETTS
STATE ETHICS COMMISSION

SUFFOLK, ss.

COMMISSION ADJUDICATORY
DOCKET NO. 26-0004

IN THE MATTER

OF

MICHAEL LUTES

ORDER TO SHOW CAUSE

1. The State Ethics Commission (“Commission”) is authorized by G.L. c. 268B to enforce G.L. c. 268A, the state conflict of interest law, and in that regard, to initiate and conduct adjudicatory proceedings.

2. On June 30, 2025, the Commission found reasonable cause to believe that Michael Lutes (“Lutes”) violated G.L. c. 268A, §§ 19, 23(b)(2)(ii) and 23(b)(3).

Facts

3. Lutes has worked for the Clinton Fire Department since 1987. He became Chief in 2018.

4. Lutes’s appointing authority is the Clinton Town Administrator.

5. Lutes has two sons who work as Firefighter/EMTs for the Clinton Fire Department (“Son A” and “Son B”). Son A began working for the Fire Department in 2013; Son B began in 2016.

6. As Fire Chief, Lutes approves and signs the payroll for all Clinton Fire Department staff, including his two sons, and supervises the entire Department directly and/or through subordinate officers.

7. The Clinton Fire Department works on four rotating shifts or “groups.”

8. During the relevant time, Lutes's sons worked together in Clinton Fire Department Group 4 under a Captain ("Captain").

Complaints About Son A

9. On February 17, 2024, the Group 4 Captain submitted a written complaint to Lutes about Son A's conduct at the scene of a fire on February 9, 2024.

10. The Captain asked Lutes to correct Son A's behavior, which he deemed insubordinate.

11. The Captain asked Lutes to place a copy of the complaint in Son A's personnel file.

12. Lutes did not place a copy of the complaint in Son A's personnel file.

13. Lutes met with Son A, the Captain, and the Deputy Fire Chief. At that meeting, Son A and the Captain each stated their version of events.

14. On March 20, 2024, the Captain emailed a second complaint about Son A's conduct to Lutes and the Deputy Fire Chief.

15. Later that day, the Deputy Fire Chief responded to the Captain and Lutes "acknowledging the ongoing challenges" in Group 4 and asking that Lutes consider assigning a more senior firefighter to the Group to "act as a bridge" between the Captain and Lutes' son.

16. Lutes neither replied to the March 20, 2024 emails nor assigned a more senior firefighter to Group 4.

17. On March 26, 2024, the Captain sent another email to Lutes and the Deputy Fire Chief asking if they "ha[d] a game plan for [Son A]..."

18. Lutes did not impose any discipline on Son A or refer any of the Captain's complaints regarding Son A to Lutes's appointing authority, the Clinton Town Administrator.

19. On the evening of March 26, 2024, Lutes sought the assistance of the Fire Chief in the neighboring Town of Boylston ("Boylston Fire Chief"). Lutes sent a text message to the Boylston Fire Chief requesting that he "[M]aybe meet with Firefighters, hear their issues, and then Captain or visa [sic] versa. He's [the Captain] gunning for [Son A]. He [the Captain] listens to the wrong people. Let me know."

20. Lutes did not ask the Boylston Fire Chief to make any findings or recommendations as to whether Son A had been insubordinate as alleged by the Captain. Lutes instead asked for findings and recommendations about Group 4 interpersonal dynamics ("group dynamics").

21. On April 1, 2024, Lutes met with the Boylston Fire Chief and provided his view of the issues in Group 4.

22. Lutes scheduled the Boylston Fire Chief's interviews with members of the Fire Department.

23. After interviewing the Captain, the Boylston Fire Chief contacted Lutes and suggested that it might be best if Lutes moved Son A to another group.

24. Lutes responded that moving Son A to another group was not an easy task and asked the Boylston Fire Chief to interview other Group 4 members before making further suggestions.

25. Lutes did not move Son A to another Group as the Boylston Fire Chief

suggested.

26. After the Captain, Son A was, during the relevant time, the next most senior member of Group 4. As such, Son A was, during the relevant time eligible for “Acting Captain Pay” of \$27.96 per shift if the Captain was not on duty and his shift was not filled by another senior officer. Summer vacation time was, during the relevant time, also distributed by seniority.

27. Son A would not be the second most senior member on any other Clinton Fire Department firefighter group, as each of the other groups has firefighters with more years of service.

28. Son A would lose seniority status if he were transferred to another group.

29. Prior to participating, Lutes did not disclose to his appointing authority, the Clinton Town Administrator, that he intended to participate as Fire Chief in the complaints about Son A or the “group dynamics” that included Son A.

Assignment of Alarm Maintenance Duties to Son A

30. In or about late 2023, the alarm automation software used by the Clinton Fire Department and other neighboring departments was discontinued.

31. After the system was discontinued, Lutes began relying on a Sterling Fire Department Lieutenant to troubleshoot alarm system issues for the Clinton Fire Department.

32. During the relevant time, Son A, in addition to working for the Clinton Fire Department, worked on a per diem basis at the Sterling Fire Department.

33. In or about late 2024, the Sterling Fire Department Lieutenant told Lutes

that he (the Lieutenant) could no longer troubleshoot alarm system issues for the Clinton Fire Department and that Lutes needed to have someone “in house” assume these duties. The Lieutenant offered to train Son A on the alarm system.

34. Lutes agreed to have the Sterling Fire Department Lieutenant train Son A on the new system and assigned Son A to assume the fire alarm system maintenance duties for the Clinton Fire Department.

35. When Lutes arranged for Son A to be the one Clinton Fire Department staff member trained to perform fire alarm system maintenance and when he assigned Son A to fire alarm system maintenance duties, Lutes knew that the maintenance duties would present opportunities for Son A to earn paid overtime.

36. Lutes did not disclose to his appointing authority, the Clinton Town Administrator, his assignment of additional paid duties to Son A.

Law

Section 19 Violations

37. Section 19 of G.L. c. 268A prohibits a municipal employee from participating as such an employee in a particular matter in which, to his knowledge, he or his immediate family has a financial interest.

38. As Fire Chief of the Clinton Fire Department, Lutes was at all relevant times a municipal employee as that term is defined in G.L. c. 268A, § 1 (g).

39. Lutes’s sons are his immediate family pursuant to G.L. c. 268A, § 1(e).

Supervision of Sons

40. Each decision whether to approve Clinton Fire Department weekly payroll was a particular matter.

41. Son A and Son B had a financial interest in each Clinton Fire Department payroll approval particular matter because approval of the payroll enabled them to be paid.

42. When he became Fire Chief in 2018, Lutes participated in each payroll approval particular matter by deciding to approve the payroll and signing the payroll as Fire Chief.

43. Thus, Lutes, as Fire Chief, repeatedly participated in each particular matter of the Clinton Fire Department payroll approval in which he knew his sons had a financial interest. By so doing, Lutes violated G.L. c. 268A, § 19.

Complaints About Son A

44. The Captain's complaints about Son A and the decisions about how to resolve the complaints, including decisions whether to reassign personnel, were particular matters.

45. Son A had financial interests in his supervisor's complaints against him and decisions as to resolving the complaints because the complaints may have resulted in discipline including lost pay.

46. Son A had a financial interest in decisions whether to move him from Group 4 because he would lose seniority.

47. Son A had a financial interest in decisions whether to move a more senior firefighter to Group 4 to "act as a bridge" between the Captain and Lutes' son because it could impact his seniority.

48. Lutes knew of Son A's financial interests in the complaints and complaint-related particular matters.

49. In 2024, Lutes repeatedly participated as Fire Chief in these particular matters in which he knew his Son A had a financial interest including by discussing the complaints, making decisions about whether and how to have the complaints investigated, deciding to ask the Boylston Fire Chief to investigate "group dynamics" instead of the Captain's complaints about Son A, participating in the Boylston Fire Chief's investigation, and making decisions about whether to move personnel and/or discipline Son A.

50. Thus, Lutes repeatedly participated as Fire Chief in particular matters relating to the Captain's complaints against his son in which he knew his son had a financial interest. By so doing, Lutes repeatedly violated G.L. c. 268A, § 19.

Assignment of Alarm Maintenance Duties to Son A

51. The decisions of whom to have trained in fire alarm system maintenance and whom to assign the fire alarm system maintenance duties were particular matters.

52. In 2024, Lutes participated in these particular matters by agreeing to having Son A trained and by assigning Son A to perform the fire alarm system maintenance duties for the Fire Department.

53. Son A had a financial interest in being trained in fire alarm system maintenance and being assigned alarm system maintenance duties because the new training and duties presented him with new opportunities for overtime work. Lutes was aware of Son A's financial interest when he authorized his son to be trained and assigned

him the fire alarm system maintenance duties.

54. Thus, by authorizing Son A to be trained and assigned to perform fire alarm system maintenance duties, Lutes participated as Fire Chief in particular matters in which his son had to his knowledge a financial interest. By so doing, Lutes violated G.L. c. 268A, § 19.

Section 23(b)(2)(ii) Violations

55. Section 23(b)(2)(ii) of G.L. c. 268A prohibits a public employee from knowingly, or with reason to know, using or attempting to use his official position to secure for himself or others unwarranted privileges or exemptions which are of substantial value and which are not properly available to similarly situated individuals.

56. Lutes used his official position as Fire Chief when he failed to refer the Captain's complaints of Son A's insubordination to his appointing authority and, instead, asked the Boylston Fire Chief to investigate Group 4's dynamics, thereby preventing an impartial investigation of Son A's conduct.

57. By preventing an impartial investigation of Son A's conduct, Lutes provided an unwarranted privilege to Son A.

58. The unwarranted privilege was of substantial value to Son A.

59. Similarly situated Clinton Fire Department staff were not properly able to avoid investigations of complaints about their conduct and performance.

60. Thus, by asking the Boylston Fire Chief to investigate the “group dynamics” instead of the Captain’s repeated complaints about Son A, Lutes knowingly or with reason to know used his official position, as Fire Chief, to secure an unwarranted privilege of substantial value for Son A, which was not properly available to similarly situated individuals. By so doing, Lutes violated G.L. c. 268A, § 23(b)(2)(ii).

Section 23(b)(3) Violation

61. Section 23(b)(3) of G.L. c. 268A prohibits a municipal employee from, knowingly or with reason to know, acting in a manner which would cause a reasonable person, knowing all of the relevant circumstances, to conclude that anyone can improperly influence or unduly enjoy the employee’s favor in the performance of his official duties or that the employee is likely to act or fail to act as a result of kinship, rank, position or undue influence of any party or person.

62. Thus, by participating as Fire Chief in the Captain’s complaints against Son A as described above and requesting a review of the “group dynamics”, Lutes knowingly or with reason to know acted in a manner which would cause a reasonable person with knowledge of the relevant facts to conclude that Son A could unduly enjoy Lutes’s favor in the performance of his official duties as Fire Chief as a result of kinship. In so doing, Lutes violated G.L. c. 268A, § 23(b)(3).

WHEREFORE, Petitioner asks that the Commission:

1. find that Michael Lutes repeatedly violated G.L. c. 268A, §§ 19, 23(b)(2)(ii), and 23(b)(3); and
2. levy such civil penalties and issue such orders and grant such other relief as may be appropriate.

Respectfully submitted,
Petitioner State Ethics Commission

By its attorney,

A handwritten signature in blue ink, appearing to read "Candies Pruitt", written over a horizontal line.

Candies Pruitt
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