

TOWN OF AYER

FIRE CHIEF CONTRACT

July 1, 2015 to June 30, 2018

AGREEMENT made this 16th day of June, 2015, by and between the TOWN OF AYER (hereinafter the "TOWN") and ROBERT J. PEDRAZZI, of Ayer, Massachusetts (hereinafter the "CHIEF").

WHEREAS, the TOWN is desirous of securing the services of the CHIEF in the administration of the Ayer Fire Department; and

WHEREAS, the CHIEF is willing to perform the duties of the position of CHIEF according to the job description and the terms and conditions of this contract; and shall furnish the Board of Selectmen with evidence of professional training accomplishments and maintain such qualifications as may be required by the Commonwealth of Massachusetts or Board of Selectmen to hold the position of CHIEF.

Now, therefore, the TOWN and the CHIEF hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which the CHIEF shall be entitled.

1. DUTIES

The administrative control of the Fire Department for the TOWN shall be the responsibility of the CHIEF pursuant to Massachusetts General Law Chapter 48. The CHIEF works under the policy direction of the Board of Selectmen and the administrative direction of the Town Administrator.

The CHIEF's duties shall include, but not be limited to the following:

- Supervise the daily operation of the Fire Department.
- Supervise all departmental personnel, sworn or civilian.
- Supervise all special, auxiliary and/or reserve officers.
- Prepare and submit the Fire Department budget.
- Manage the department within the established budget.
- Responsible for all departmental expenses, as well as the receipt of funds and property in the custody of the Department.
- Submit 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 Fire Department.
- Supervise and control all equipment and motor vehicles belonging to or used by the Fire Department.
- Supervise and control all training programs for departmental personnel and assign personnel of such programs.

- Issue orders, rules and regulations, policies and procedures and assign shifts and duties of all departmental personnel.
- Be available for hearings before any board of the Town at which the Fire Department is required to appear and before the Town Meeting when necessary.
- Be responsible for communications with the public, including the media, on matters related to fires, fire operations, and departmental policy.
- The CHIEF shall at all times represent the TOWN in a professional and ethical manner and shall perform additional duties as the Board of Selectmen shall reasonably direct, and shall inform the Board of Selectmen and the Town Administrator of all policies and plans of the department.
- The Board of Selectmen and/or Town Administrator shall inform and advise the CHIEF of any complaints or suggestions brought to their attention.
- Discipline employees as allowed by contract or policy, make recommendations to the Board of Selectmen on discipline (beyond the CHIEF's control), hiring and firing of personnel.

2. HOURS OF WORK

- A. The CHIEF agrees to devote that amount of time and energy which is reasonably necessary for the CHIEF to faithfully perform the duties of the CHIEF under this contract.
- B. It is recognized that the CHIEF must devote a great deal of time outside of the normal business hours to the business of the Town, and to that end, the CHIEF shall be allowed, upon notification to the Town Administrator, to take time off as he shall deem appropriate during said normal business hours at such time which the CHIEF reasonably determines will not adversely impact departmental operations.

3. INSURANCE

A. *Professional Liability*

The TOWN agrees to furnish, at its expense, professional liability insurance for the CHIEF with liability limits of one million dollars (\$1,000,000).

B. *Health and Life Insurance*

CHIEF shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible.

C. *Injured on Duty*

As a sworn fire officer, the CHIEF shall be entitled to injured-on-duty benefits as provided in Chapter 41, Sect. 111F of the Massachusetts General Laws.

4. GENERAL EXPENSES

The TOWN agrees that if expenses of a non-personal job related nature are incurred by the CHIEF, after having been pre-approved, the TOWN will reimburse said expenses according to the normal warrant process.

5. AUTOMOBILE

The CHIEF may, upon mutual agreement of both parties, use his own private vehicle for his duties as CHIEF. In the event such an agreement is reached, the TOWN shall reimburse the CHIEF at the current rate listed by the IRS. The TOWN shall provide a FIRE vehicle for use by the CHIEF and pay for all attendant operating and maintenance expenses and insurance. Said vehicle shall be used by the CHIEF in connection with the performance of his duties and for his professional growth and development. The CHIEF, in his best judgment, may use the vehicle for personal reasons since the CHIEF is "on-call" at all times in the event of an emergency provided however the CHIEF will not have use of the town vehicle during annual vacation, when unavailable. There is no limitation on use for official fire business.

6. DISCIPLINE OR DISCHARGE

The Board of Selectmen may suspend and/or discharge the CHIEF under the terms and conditions of this agreement and in accordance with the Massachusetts General Laws. Any dismissal shall terminate this agreement. In case of dismissal, the Board of Selectmen shall give the CHIEF forty-five (45) days notice and rights to a hearing in accordance with MGL Chapter 39, Section 23B.

It is agreed that the Chief of Fire can be discharged only for cause, upon notice, and only after a hearing for which the Chief shall have the right to be represented by counsel. The Chief shall have the option of choosing whether or not the hearing shall be closed to the public or held as an open public hearing.

The Chief may appeal any discharge or discipline by the appointing authority, after such hearing to the American Arbitration Association. The cost for such arbitration shall be split between the Chief and the Town.

In the event of a wrongful discharge or suspension, the Chief shall be reinstated to duty, and shall be entitled to back pay and any other expenses as directed by the arbitrator unless otherwise agreed by the parties.

In the event the CHIEF desires to terminate this agreement before the end of the term of the agreement has expired, the Chief may do so by giving the Board of Selectmen forty-five (45) calendar days notice of such intention.

7. COMPENSATION

Effective July 1, 2015, the CHIEF shall receive annual compensation of \$96,796.98. The parties agree that such compensation shall be paid on a bi-weekly basis at the discretion of the Town Treasurer.

The annual salary may be adjusted once annually in succeeding fiscal years of this agreement by a cost-of-living-allowance (COLA) that may be determined in the sole discretion of the Board of

Selectmen. Either party may request to reopen this section, for compensation only, one-time in any fiscal year.

In the event that a new Salary and Compensation Plan be adopted; the Chief shall receive compensation as determined by the new plan. The years of service as Fire Chief shall determine the step at which compensation will be paid.

8. BENEFITS

The TOWN agrees that the CHIEF shall receive any and all benefits generally available to full-time, non-union employees under the same terms and conditions unless specifically modified under the terms of this agreement.

A. Vacation

The CHIEF shall receive twenty (25) working days with pay at the commencement of fiscal years 2016, 2017 and 2018. Such vacation shall be taken at such times as shall be approved by the Board of Selectmen. All accrued vacation days shall be handled per the current Personnel Policy and Procedures Manual.

B. Sick Leave

The CHIEF shall accrue sick time at the rate of one and one quarter (1.25) days per month or fifteen (15) days per year. The CHIEF may accumulate up to 2080 hours of Sick Leave. Upon retirement from the Ayer Fire Department (as also determined by the Middlesex County Retirement System) the CHIEF will be compensated for any unused sick time at a rate of fifty percent (50%) of his regular rate of pay not to exceed \$7,500.00.

C. Clothing Allowance

The CHIEF shall receive a clothing allowance of \$850.00 in each fiscal year of this agreement.

D. County Retirement

The CHIEF shall be a member of the Middlesex County Retirement System with the appropriate percentage of pay withheld from his salary and with appropriate payment made to the system by the TOWN, and shall receive the benefits provided by that system in accordance with applicable law.

E. Death During Term of Employment

If the CHIEF dies during the term of employment, the TOWN shall pay the CHIEF's estate all the compensation which would otherwise be payable to the CHIEF up to the date of the CHIEF's death, including, but not limited to, unused vacation, holidays, personal days and sick days.

F. Longevity

The CHIEF shall be entitled to longevity pay as allowed under the Personnel Policy and Procedures Manual.

G. Holiday Pay

The CHIEF shall be excused from duty without loss of pay for all holidays listed within the TOWN'S Personnel Policy and Procedures Manual. Except in the case of an emergency, the CHIEF shall receive advance approval of the Board of Selectmen prior to reporting for duty on any of the holidays listed in MGL c. 48 section 57E.

H. Tuition Reimbursement

The Town will reimburse the CHIEF for tuition, fees and book expenses for course work towards his Bachelor's Degree in Fire Science, in an amount not-to-exceed \$2,000 in any given fiscal year, upon the CHIEF's completion of such course(s) with a passing grade.

I. Education Incentive

The annual compensation stipulated in Section 7 above shall be increased by three percent upon submission of satisfactory evidence that the Chief has successfully completed the requirements of earning a bachelor's degree in the field of fire science or fire administration.

J. Conference Expense

The CHIEF shall be allowed to attend, at the Town's expense, one annual conference of the subject to availability of funds.

K. Professional Development

The Town recognizes its obligations to the professional development of the CHIEF and the CHIEF shall be entitled to utilize an amount not-to-exceed \$1,500 per year, subject to appropriation to the fire department budget, to be used toward the cost of membership to professional organizations and toward seminars and courses and associated expenses that are necessary for his professional development. Attendance at courses and programs require the prior approval of the Town Administrator.

L. Emergency Management Director Stipend

The Chief shall receive a stipend of five percent (5%) of the Chief's base pay for holding the position of Emergency Management Director. This stipend shall be added to the Chief's base pay and be paid in regular by-weekly installments. The Chief shall be appointed Emergency Management Director for FY -16, FY - 17, and FY -18. The funding for this Emergency Management Director Stipend will come from the Emergency Management Budget line item.

9. MODIFICATION

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

10. LAW GOVERNING

This contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

11. SEVERABILITY OF PROVISIONS

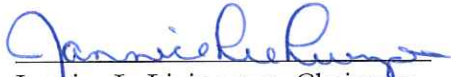
If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

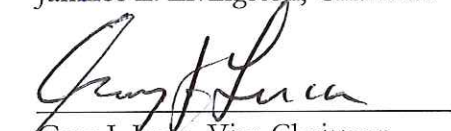
12. LENGTH OF CONTRACT


- A. The term of appointment shall be for a period commencing July 1, 2017 and ending June 30, 2018. However, this contract and all of its terms and provisions may be extended for one (1) additional year (July 1, 2018 to June 30, 2019) subject to mutual agreement by the Board of Selectmen and the Chief no later than sixty (60) days prior to July 1, 2018 and all contractual funding elements subject to appropriation by Town Meeting.
- B. This contract shall be formally reviewed prior to its termination, and the CHIEF shall be advised of the Board of Selectmen's decision to renew or not to renew this agreement sixty days (60) prior to its expiration date.
- C. If the decision is to renew, then either the CHIEF or the TOWN may request that the provisions be renegotiated. It is expressly understood and agreed by the parties that a decision not to renew is not to be construed as a dismissal.
- D. If the CHIEF desires to terminate this agreement before the end of the term of service shall have expired, the CHIEF may do so by giving the Board of Selectmen forty-five (45) calendar days notice of such intention.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

FOR THE TOWN OF AYER:

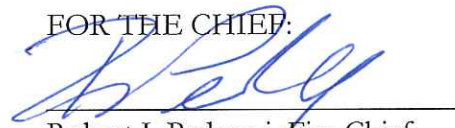

Jannice L. Livingston, Chairman


Gary J. Luca, Vice Chairman


Christopher R. Hillman, Clerk

THE AYER BOARD OF SELECTMEN

FOR THE CHIEF:


Robert J. Pedrazzi, Fire Chief