

**Contract of Employment
Between**

The Town of Ayer

And

**Charles R. Shultz, Jr.
Building Commissioner/Zoning Officer**

July 1, 2022 – June 30, 2025

A. PREAMBLE

THIS AGREEMENT, made as of February 15, 2022 by and between the Town of Ayer, acting by and through their Town Manager, hereinafter referred to as “Manager”, and Charles R. Shultz, Jr. of Ayer, Massachusetts, hereinafter referred to as “Shultz”.

In consideration of the promises contained herein, the parties hereto mutually agree as follows:

B. EMPLOYMENT

The Town of Ayer hereby agrees to employ Shultz and to appoint him to the position of Building Commissioner/Zoning Officer pursuant to Massachusetts General Laws Chapter 79 of the Acts of 2018, Shultz hereby accepts employment on the following terms and conditions.

C. DUTIES

Shultz shall fulfill all the duties and responsibilities of the Building Commissioner/Zoning Officer as set forth in the Town’s job description for the position as well as in accordance with all applicable federal and state laws as well as local bylaws. Shultz shall work under the policy direction of the Select Board and under the administrative direction in accordance with the provisions of Chapter 79 of the Acts of 2018. **TERMS**

Shultz shall be appointed pursuant to Chapter 79 of the Acts of 2018 for a multi-year contract beginning July 1, 2022 and ending on June 30, 2025. The contract shall be extended for successive three-year periods unless the Select Board on recommendation of the Town Manager decide to terminate the contract in accordance with the non-reappointment clause of this contract.

It is expressly understood and agreed that a decision to not reappoint Shultz on the expiration of this Contract, or any renewal or extension thereof shall not be construed as a dismissal.

Either party may request that the provisions of this contract be renegotiated for any extensions beyond. The parties hereby agree that said negotiations shall commence on or before February 1, 2025 of the final year of the contract.

For all purposes of this contract, a majority vote of the Select Board is considered to be two (2) votes out of three (3) Select Board Members.

It is expressly understood that the terms and conditions of the expiring contract shall stay in full force and effect until new terms and conditions, if any, are negotiated and signed by the parties.

D. RESIGNATION, NON-REAPPOINTMENT, DISCIPLINE

1. Resignation

In the event that Shultz desires to terminate this contract before the term of service expires, he may do so by giving the Town Manager a forty-five (45) days notice in writing.

2. Non-Reappointment

The Select Board on recommendation of the Town Manager shall have the right to not reappoint Shultz to this position, without cause, on June 30, 2025, as long as the following conditions have been met:

- a. Shultz shall have been formally evaluated, using the Town's Performance Evaluation System as further detailed in section K of this agreement, and notified, in writing, of the Town's intention not to reappoint, and the reasons therefore, prior to January 1, 2025. Said notification shall be made via certified mail, return receipt requested, to his residence or may be delivered in hand and;
- b. Shultz shall be paid severance in a lump sum cash payment in an amount equal to (4) months of his salary. Said payment shall be made to Shultz on or before his last day of employment. This severance provision shall be waived if Shultz starts a new job that is economically comparable to the position in Ayer, after said notice of non-renewal but before June 30, 2025 of the final contract year and;
- c. A majority vote of the Select Board (a 2/3rds majority).

3. Reprimand or Suspension

The Town Manager may reprimand or suspend Shultz for just cause (with or without pay and with or without benefits) at any time during the term of the contract after:

- a. Written notice of a hearing with the Ayer Select Board to be held to consider such reprimand or suspension is sent to Shultz at least two (2) business day (for a reprimand) and ten (10) business days (for a suspension) prior to such hearing; the notice includes a list of charges warranting consideration of reprimand or suspension, and the notice is sent via certified mail, return receipt requested, to his residence or may be delivered in hand, and;
- b. A duly noticed hearing, to be made public at Shultz's request, at which Shultz shall be afforded all rights provided under the Open Meeting Law, and;
- c. A majority vote of the Selectmen (a 2/3rds majority).

4. Dismissal

The Town Manager may dismiss Shultz only for just cause at any time during this contract after:

- a. Written notice of a hearing with the Ayer Board Select Board to be held to consider dismissal is sent to Shultz at least fifteen (15) business days prior to such hearing, the notice to include a list of charges warranting consideration of dismissal, and the notice is sent via certified mail, return receipt requested, to his residence or may be delivered in hand, and;
- b. A duly noticed hearing, to be made public at Shultz's request, at which Shultz shall be afforded all rights provided under the Open Meeting Law; and
- c. A majority vote of the Select Board (a 2/3rds majority).

5. Appeal

For administrative remedies, Shultz shall first have the right of appeal from a reprimand, suspension or dismissal as provided for in the Personnel Policies and Procedures Manual.

As a second level of appeal, Shultz shall have right to appeal to the American Arbitration Association. The costs associated with said arbitration shall be split between the parties unless Shultz shall prevail and then the costs shall be borne by the Town.

Shultz shall continue to receive his full salary and benefits until any such appeal in accordance with the Personnel Policies and Procedures Manual has been exhausted.

Shultz shall have the right of appeal from either suspension or dismissal to the Superior Court under the provisions of MGL Chapter 249, sec. 4 on the standard that requires sufficient evidence on the record to justify any discipline action taken by the Town Manager and/or Ayer Select Board. Shultz would have equal access to the courts under contract law with regard to any breach of contract. Any such legal action would be at Shultz's own expense.

E. COMPENSATION

The Position of Building Commissioner/Zoning Enforcement Officer is classified on the Town's Non-Union Personnel Classification and Compensation Grid as a GRADE 14.

Shultz shall be paid bi-weekly at the annual salary rate of \$99,869 (Grade 14, Step 7) effective July 1, 2022.

Shultz shall receive a step increase (from Step 7 to Step 8) on July 1, 2023 subject to the receiving a satisfactory annual performance review; Shultz shall receive a step increase (from Step 8 to Step 9)

Shultz shall receive any COLAs as authorized by Town Meeting for the duration of this contract.

Shultz shall have the right to request a contract wage reopener, once each fiscal year of the contract for the purposes of discussing/negotiating wages only. Shultz must make the request in writing to the Town Manager.

F. HOURS OF WORK

Shultz agrees to devote that amount of time and energy which is reasonably required to faithfully perform the duties of Building Commissioner/Zoning Enforcement Officer. It is also recognized that this position frequently requires evening work and further that carrying out the responsibility of the position requires at times for the Building Commissioner/Zoning Enforcement Officer to be out of the Town Hall for business purposes.

G. BENEFITS

Vacation

Shultz shall be granted four (4) weeks (20 days) of vacation leave effective July 1, 2022, with said time being available at the start of each Fiscal Year, with the understanding that she would be eligible for buyback of unused vacation days only as allowed under the Personnel Policy & Procedures Manual. Shultz shall not take more than two (2) weeks consecutively without prior approval of the Town Manager.

Sick Days, Personal Days and Holidays

Shultz shall be granted sick, personal and holiday leave as per the Personnel Policy & Procedures Manual.

Upon termination of service, unused sick days have no monetary value.

Insurance

Shultz shall be offered enrollment in the Town of Ayer's health insurance plan. The Town shall pay the same premium for such plan as it does for other town non-union employees. Shultz shall be offered enrollment in the Town of Ayer's basic life insurance plan. The Town shall pay the same premium for such plan as it does for other non-union town employees. Any additional life insurance offered by the Town may be purchased at Shultz's expense.

Automobile Allowance

Shultz shall be issued an official Town owned vehicle for the purposes of performing his official duties and job responsibilities as Building Commissioner/Zoning Enforcement Officer. The Town vehicle shall not be used for personal purposes and shall only be used outside of the Town for the purposes of travelling for official, work-related duties. Shultz shall be responsible for ensuring that the Town vehicle is maintained, inspected, and insured with said costs borne by the Town. Shultz shall receive reimbursement at the standard IRS mileage rate to cover all of Shultz's official duty travel miles in his personal vehicle according to the Town of Ayer's Policy.

Retirement Benefits

Shultz shall be eligible to participate in the Town's retirement system.

Leave of Absence

Shultz shall be granted such leave, including but not limited to, Family Medical Leave; Small Necessities Leave; Paternity Leave; jury duty leave; military leave and other leave as required by law.

Longevity

Shultz shall receive annual longevity payments in accordance with the provisions set forth by the Town's Personnel Policies and Procedures Manual.

Building Commissioner Certification Stipend

Shultz shall receive an annual stipend in the amount of \$1,500 for having and maintaining in good standing the Building Commissioner Certification.

Clothing Allowance

Shultz shall receive an annual clothing allowance in the amount of \$400 to be used for the purposes of purchasing work-related clothing. Shultz shall submit receipts for work-related clothing for reimbursement.

Other Benefits

Shultz shall receive all other benefits offered to all non-union, exempt employees in the Town of Ayer.

H. INVALIDITY

If any paragraph, part of, or rider to this contract is found invalid, it shall not affect the remainder of the contract, but said remainder of the contract shall remain in full force and effect.

I. ENTIRE AGREEMENT

This contract embodies the entire agreement between the Town and Shultz and there are no other inducements, promises, terms and conditions, or obligations made or entered into by either party other than those contained herein. This contract may not be changed except in writing and signed by the parties.

J. PERFORMANCE EVALUATION

The Town Manager shall conduct an annual performance evaluation of Shultz in accordance with the Town's Performance Evaluation System and the standard Personnel Evaluation Form attached to this contract with mutually agreed performance measures, goals and objectives. Said personnel evaluations will become part of Shultz's official Personnel File with the Town.

K. APPROPRIATION OF AYER TOWN MEETING

The funding of this Employment Contract is subject to the appropriation of funding by the Ayer Town Meeting.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this contract, in duplicate, as of the date first written above (February 5, 2022).

TOWN OF AYER



Robert A. Pontbriand, Town Manager

BUILDING COMMISSIONER



Charles R. Shultz, Jr., Building Commissioner

This Contract was reviewed and ratified by a unanimous vote of the Ayer Select Board on February 15, 2022.