

Personal Services Contract

Between

The Town of Ayer

And

**Christopher Herrstrom
Communications Operations Manager**

July 1, 2022 – June 30, 2025

A. PREAMBLE

THIS AGREEMENT, made as of June 29, 2022 by and between the Town of Ayer, acting by and through their Town Manager, hereinafter referred to as “Manager”, and Christopher Herrstrom of Ayer, Massachusetts, hereinafter referred to as “Herrstrom”.

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

B. EMPLOYMENT

The Town of Ayer hereby agrees to employ Herrstrom and to appoint him to the position of Communications Operations Manager pursuant to Massachusetts General Laws Chapter 79 of the Acts of 2018, Herrstrom hereby accepts employment on the following terms and conditions.

C. DUTIES

Herrstrom shall fulfill all the duties and responsibilities of the Communications Operations Manager 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. Herrstrom shall work under the direct supervision of the Chief of Police and/or his designee.

D. TERMS

Herrstrom 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 on recommendation of the Chief of Police to the Town Manager unless the Town decides 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 Herrstrom 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.

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.

E. RESIGNATION, NON-REAPPOINTMENT, DISCIPLINE

1. Resignation

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

2. Non-Reappointment

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

- a. Herrstrom 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. Herrstrom 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 Herrstrom on or before his last day of employment. This severance provision shall be waived if Herrstrom 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.

3. Reprimand or Suspension

The Chief of Police may reprimand or suspend Herrstrom 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 Town Manager to be held to consider such reprimand or suspension is sent to Herrstrom 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 with the Town Manager and Chief of Police.

4. Dismissal

The Chief of Police may dismiss Herrstrom only for just cause at any time during this contract after:

- a. Written notice of a hearing with the Town Manager and Chief of Police to be held to consider dismissal is sent to Herrstrom 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 with the Town Manager and Chief of Police.

5. Appeal

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

Herrstrom 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.

Herrstrom 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 Chief of Police and/or Town Manager. Herrstrom would have equal access to the courts under contract law with regard to any breach of contract. Any such legal action would be at Herrstrom's own expense.

F. COMPENSATION

The position of Communications Operations Manager is classified on the Town's Non-Union Personnel Classification and Compensation Grid as a GRADE 12.

Herrstrom shall be paid bi-weekly at the annual salary rate of \$72,300.80 (GRADE 12, Step 1) effective July 1, 2022.

Herrstrom shall receive an Emergency Dispatch Management and Quality Assurance Stipend equivalent to twenty percent (20%) of his base salary.

Herrstrom shall receive a step increase (from Step 1 to Step 2) on July 1, 2023 subject to the receiving a satisfactory annual performance review; Herrstrom shall receive a step increase (from Step 2 to Step 3) on July 1, 2024 subject to receiving a satisfactory annual performance review.

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

Herrstrom 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. Herrstrom must make the request in writing to the Town Manager.

G. HOURS OF WORK

Herrstrom agrees to devote that amount of time and energy which is reasonably required to faithfully perform the duties of Communications Operations Manager. 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 Communications Operations Manager to attend off-site meetings at the direction of the Chief of Police.

H. BENEFITS

The Town agrees that Herrstrom shall receive all benefits generally available to full time non-union employees under the Town of Ayer Personnel Policies and Procedures manual, with consideration to the benefits available to subordinate personnel of the Ayer Police Department – Communication Division.

Vacation

Herrstrom shall receive three (3) weeks (15 days) of vacation leave with pay on July 1, 2022, and on July 1st of each subsequent year of the contract. Such vacation shall be taken at such a time or times as approved by the Chief.

Herrstrom shall be allowed to carry an amount of vacation time equal to what he accrues in a year to the following year, a total not to exceed two (2) times the annual allowance.

Unused, accrued vacation time will be paid out upon separation in accordance with the Town of Ayer Personnel Policy & Procedures Manual.

Sick Days

Herrstrom shall be granted fifteen (15) sick days per fiscal year, beginning on July 1, 2022, and shall be allowed to accumulate up to 1280 (160 Days) hours sick leave. Herrstrom shall be eligible to buy-back up to \$7,000 of unused sick leave upon retirement in good standing from the Town of Ayer.

Personal Days

Herrstrom shall receive three (3) personal days off per year. Personal days must be used in each fiscal year of the contract and do not accumulate and are not reimbursable upon separation from employment with the Town

Holidays

Herrstrom shall be granted holiday leave as provided by the Town of Ayer Personnel Policy & Procedures Manual.

Insurance

Professional Liability:

The Town agrees to furnish Herrstrom, at its expense, professional liability insurance with liability limits of One Million (\$1,000,000) Dollars.

Health and Life:

Herrstrom 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. Herrstrom 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 Herrstrom's expense.

Worker's Compensation:

The Town will provide Worker's Compensation Insurance to cover work related injuries or disabilities in accordance with Massachusetts General Laws.

Automobile Allowance

Herrstrom shall receive reimbursement at the standard IRS mileage rate to cover all of Herrstrom's official duty travel miles in his personal vehicle according to the Town of Ayer's Policy.

County Retirement

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

Leave of Absence

Herrstrom 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

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

Education Incentive Stipend

Herrstrom shall receive an annual education stipend equivalent to ten percent (10%) of his base salary for having attained a bachelor's degree.

Education Reimbursement:

Herrstrom shall receive up to \$3,200 per year for education reimbursement for classes/courses related to his further education related to his position.

EMT Stipend

Herrstrom shall receive an annual EMT stipend of \$350.00.

Clothing Allowance

Herrstrom shall receive an annual clothing allowance in the amount of \$500.00 to be used for the purposes of purchasing work-related clothing. Herrstrom shall submit receipts for work-related clothing for reimbursement.

Conferences and Trainings:

Herrstrom may attend any conferences or trainings related to his professional development as Communications Operations Manager subject to pre-approval by the Police Chief and subject to the availability of funds.

Dispatch Shift Coverage:

Herrstrom with the authorization of the Police Chief may cover any unfilled Dispatcher shifts only after said shifts have been offered and refused by the Dispatchers.

Other Benefits

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

I. 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.

J. ENTIRE AGREEMENT

This contract embodies the entire agreement between the Town and Herrstrom 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.

K. PERFORMANCE EVALUATION

The Chief of Police shall conduct an annual performance evaluation of Herrstrom 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 Herrstrom's official Personnel File with the Town.

L. 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 (June 29, 2022).

TOWN OF AYER



Robert A. Pontbriand, Town Manager



Brian P. Gill, Chief of Police

Communications Operations Manager



Christopher Herrstrom

Communications Operations Manager

Cc: Employee's Personnel File