

Contract of Employment

Between

The Town of Ayer

and

Jeremy Januskiewicz, Deputy Fire Chief

July 1, 2023 - June 30, 2026

Agreement made this February 16, 2023 by and between the TOWN OF AYER (hereinafter the "TOWN") and Jeremy Januskiewicz, of Groton, MA (hereinafter the "DEPUTY CHIEF" or "DEPUTY FIRE CHIEF").

WHEREAS the Town is desirous of securing the service of the DEPUTY FIRE CHIEF; and

WHEREAS the DEPUTY CHIEF is willing to perform the duties of DEPUTY FIRE CHIEF according to the terms and conditions of this contract; shall furnish the Select Board, through the Town Manager, with evidence of professional training accomplishments; and

NOW, THEREFORE, the TOWN and the DEPUTY FIRE CHIEF hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which said DEPUTY CHIEF shall be entitled.

1. DUTIES

Shall work under the administrative direction of the Fire Chief and the policy direction of the Select Board, through the Town Manager.

Shall perform work in accordance with applicable Massachusetts General Laws, Town Policies, Town By-Laws, the official Job Description for the DEPUTY FIRE CHIEF and all relevant Federal, State and Local regulations and standards.

Shall, at all times, represent the TOWN in a professional or ethical manner and shall perform additional duties as the Fire Chief reasonably directs.

The duties of the DEPUTY FIRE CHIEF are contained in the attached Job description.

2. HOURS OF WORK

The DEPUTY CHIEF agrees to devote that amount of time and energy which is reasonably necessary for the DEPUTY CHIEF to faithfully perform the duties of the DEPUTY FIRE CHIEF under this contract.

It is recognized that the DEPUTY FIRE CHIEF may devote a great deal of time outside the normal office hours to the business of the TOWN, and to that end, the DEPUTY FIRE CHIEF shall be allowed, upon notification of the FIRE CHIEF, to take compensatory time off as he shall deem appropriate during said normal office hours at such time which the DEPUTY FIRE CHIEF reasonably determines will adversely impact department operations the least.

3. INSURANCE:

A. PROFESSIONAL LIABILITY

The TOWN agrees to furnish, at its expense, professional liability insurance for the DEPUTY FIRE CHIEF with liability limits of One Million (\$1,000,000.00) Dollars.

B. HEALTH AND LIFE INSURANCE

The DEPUTY FIRE 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 DEPUTY FIRE CHIEF shall be entitled to injured-on- duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

4. GENERAL EXPENSES

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

5. AUTOMOBILE

The TOWN shall provide the use of a fire vehicle for the DEPUTY FIRE CHIEF and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the DEPUTY FIRE CHIEF in connection with the performance of his duties as DEPUTY FIRE CHIEF and for his professional growth and development. It may be used by the DEPUTY FIRE CHIEF at times, in his best judgment, for personal reasons since the DEPUTY FIRE CHIEF is "on call" in the event of an emergency.

The DEPUTY FIRE CHIEF may, upon mutual agreement of both parties, use his own private automobile for his official duties as DEPUTY FIRE CHIEF. In the event such agreement is reached, the TOWN shall reimburse the DEPUTY FIRE CHIEF at the current rate listed by the IRS for all official business.

This provision of the contract will take effect upon the availability of a car to be used by the DEPUTY FIRE CHIEF.

6. DISCIPLINE OR DISCHARGE

The FIRE CHIEF may suspend and/or recommend dismissing the DEPUTY FIRE CHIEF under the terms and conditions of this agreement and in accordance with the Massachusetts General Laws. Any dismissal shall terminate this agreement.

In the case of dismissal, the TOWN MANAGER shall give the DEPUTY FIRE CHIEF forty-five (45) days' notice and rights to a hearing, in accordance with Massachusetts General Law Ch. 30A, Section 21.

It is agreed that the DEPUTY FIRE CHIEF can be disciplined and/or discharged only for just cause, upon proper notice, and only after a hearing for which the DEPUTY FIRE CHIEF shall have the right to be represented by counsel. The term "proper notice" as it appears in this section means that written notice of the hearing must be given to the DEPUTY FIRE CHIEF at least ten (10) business days prior to the date of the hearing and must set forth the following: (i) the date, time and location of the hearing; (ii) the reason for the hearing; (iii) the charges alleged; and (iv) the range of discipline considered. The principles of progressive discipline will apply, and the Town recognizes its obligation to provide the DEPUTY FIRE CHIEF with periodic performance evaluations.

The DEPUTY FIRE 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 DEPUTY FIRE 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 equally between the DEPUTY FIRE CHIEF and the Town.

7. COMPENSATION

Effective July 1, 2023, the DEPUTY FIRE CHIEF shall receive annual compensation of \$101,831.76 (Grade 14, Step 7) subject to the completion of a satisfactory performance evaluation by the Fire Chief. The DEPUTY FIRE CHIEF shall receive a Step increase to Step 8 on July 1, 2024 subject to the completion of a satisfactory performance evaluation. The DEPUTY FIRE CHIEF shall receive a Step increase to Step 9 on July 1, 2025 subject to the completion of a satisfactory performance evaluation. Additionally, the DEPUTY FIRE CHIEF shall receive any annual cost-of-living adjustment (COLA) as approved by Town Meeting during the duration of this contract. The parties agree that such compensation shall be paid on a bi-weekly basis, at the discretion of the Benefits and Payroll Manager.

Either party may request to reopen this section, for compensation only, one time in any fiscal year. Said request shall be made in writing.

8. BENEFITS

The TOWN agrees that the DEPUTY FIRE CHIEF shall receive any and all benefits generally available to full time non-union employees under the town's personnel policies and procedures, with consideration to the benefits available to subordinate personnel in the Ayer Fire Department.

A. VACATION

The DEPUTY FIRE CHIEF shall receive five (5) weeks (25 working days) of vacation leave with pay on July 1, 2021 and on July 1st in each subsequent year of the contract. Such vacation shall be taken at such a time or times as shall be approved by the Fire Chief.

The DEPUTY FIRE CHIEF shall be allowed to rollover vacation days earned but not taken in an amount not to exceed two times the annual allowance. Unused, accrued vacation at the time of separation of employment is paid out.

B. USERRA TIME

The Deputy Fire Chief shall be granted up to five (5) days of paid leave in each fiscal year, provided

that the DEPUTY FIRE CHIEF has provided notice to the TOWN of the leave being covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA).

C. SICK LEAVE

The DEPUTY FIRE CHIEF shall be granted fifteen (15) sick days per fiscal year. The DEPUTY FIRE CHIEF may accumulate up to 2080hrs sick leave. The DEPUTY FIRE CHIEF may carry over his balance of sick leave accumulated to date as a Town employee up to the 2080 max in this contract.

Upon retirement from the Ayer Fire Department (as also determined by the Middlesex County Retirement System) the DEPUTY FIRE 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.

D. HOLIDAYS

The DEPUTY FIRE CHIEF shall receive such holidays as provided by the Town of Ayer Personnel Policy and Procedures Manual.

E. PERSONAL DAYS

The DEPUTY FIRE CHIEF 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.

F. COUNTY RETIREMENT

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

G. DEATH DURING TERM OF EMPLOYMENT

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

H. PROFESSIONAL DEVELOPMENT

The TOWN recognizes its obligations to the professional development of the DEPUTY FIRE CHIEF and agrees that the DEPUTY FIRE CHIEF shall be given adequate opportunities to develop his skills and abilities as a Chief fire officer and administrator.

The DEPUTY FIRE CHIEF will be allowed to attend trainings, conferences, and professional development courses at the discretion of the Chief, without loss of vacation or other leave, and will be reimbursed by the TOWN for all expenses (including travel) incurred while attending or traveling to the aforementioned trainings, conferences and professional development courses.

The DEPUTY FIRE CHIEF will be allowed a one-time attendance to the CHIEF FIRE OFFICER TRAINING at the State Fire Academy, under the same terms and conditions stated above.

I. EDUCATIONAL INCENTIVE

The DEPUTY CHIEF shall receive an annual Educational Incentive in the amount of 10% of his salary (Section 7 of this contract) for the attainment of bachelor's degree in Fire Science. Upon

attainment of a Master's Degree, he shall receive an annual Educational Incentive in the amount of 14% of his salary (Section 7 of this contract).

J. TUITION REIMBURSEMENT

In each fiscal year of the contract, the DEPUTY FIRE CHIEF, may receive up to \$5,600 as reimbursement for tuition towards courses required for a higher education and/or for other professional courses in fire related, leadership, management and/or other related courses.

K. CLOTHING ALLOWANCE

The DEPUTY FIRE CHIEF shall receive a credit of \$1,750 to pay for and maintain multiples versions of uniforms, professional attire and equipment not otherwise supplied.

L. ADVANCED EMERGENCY MEDICAL TECHNICIAN STIPEND

The DEPUTY FIRE CHIEF shall receive an annual stipend equal to 5.5% of the salary under Section 7 for maintaining his certification as an Advanced Emergency Medical Technician.

M. LONGEVITY

The DEPUTY FIRE CHIEF shall receive the maximum longevity payment for Non-Union Personnel at \$750 paid on his anniversary date each year. The DEPUTY CHIEF shall receive subsequent, annual longevity payment on his anniversary date in accordance with the Town's Personnel Policies and Procedures Manual.

N. PRIOR BENEFITS

Any benefits that the deputy earned as part of prior service to the TOWN that were designed to travel with the DEPUTY FIRE CHIEF as part of collective bargaining or otherwise, such as the health benefit reimbursement.

O. CHIEF OFFICER ACCREDITATION

The DEPUTY FIRE CHIEF shall receive an annual stipend equal to (4%) of the salary under Section 7 for receiving accreditation as a Chief Fire Officer through the Massachusetts Fire Service Commission.

P. EMERGENCY MEDICAL SERVICES DIRECTOR STIPEND

The DEPUTY FIRE CHIEF shall receive an annual stipend equal to (8%) of the salary under Section 7 for serving as the Town's Emergency Medical Services Director.

Q. DETAILS

The DEPUTY CHIEF shall be allowed to work "Details" in accordance with the collective bargaining agreement between the TOWN and Local #2544 Ayer Fire Fighters. The DEPUTY CHIEF detail rate of pay will be calculated from an amount equal to his own hourly rate.

9. MODIFICATION

No change or modification of this contract shall be valid unless it shall be 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 this agreement shall be for a period commencing 7/1/2023 and ending 06/30/2026. However, this contract may be extended as provided by its terms.
- b. Unless either party gives the other written notice of its intention not to renew this agreement at least sixty (60) days prior to its expiration date, that agreement shall be automatically extended for one additional year.
- c. This contract shall be formally reviewed prior to its termination, and the DEPUTY FIRE CHIEF shall be advised of the TOWN's decision to renew or not renew this agreement sixty (60) days prior to its expiration date.
- d. If the decision is to renew, then the DEPUTY FIRE 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.

13. INDEMNIFICATION

To the extent permitted by law, the TOWN agrees to defend, save harmless and indemnify the DEPUTY FIRE CHIEF against any civil complaint, claim, demand, suit or judgement filed by any third party, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of the DEPUTY FIRE CHIEF'S duties as the DEPUTY FIRE CHIEF of the TOWN. This provision shall survive any termination of this agreement with respect to acts or omissions while serving as the DEPUTY FIRE CHIEF.

14. FUNDING

The funding for this contract is subject to the appropriations of Ayer Town Meeting

15. NO REDUCTION IN BENEFITS

The TOWN agrees that the TOWN shall not at any time during this contract reduce the salary, compensation or other benefits of the DEPUTY FIRE CHIEF, except to the extent that such reduction is evenly applied across the board for all non-union employees in the TOWN.

IN WITNESS WHEREOF, the Parties hereunto have set their hands and seals to this instrument on February 22, 2023.



Robert A. Pontbriand
Town Manager



Jeremy Januskiewicz
Deputy Fire Chief

The terms of this Contract were reviewed and ratified by the Select Board on Tuesday, February 21, 2023.