

EMPLOYMENT AGREEMENT

This Agreement is made and entered into pursuant to Chapter 41, Section 108O of the Massachusetts General Laws by and between the Town of Hudson (hereinafter the "Town"), a duly existing municipal corporation in the County of Middlesex, Commonwealth of Massachusetts, acting by and through its Executive Assistant as Appointing Authority, with no personal liability to himself, hereunto duly authorized and empowered, and Jamie Desautels of Northborough, County of Worcester, Commonwealth of Massachusetts, (hereinafter "Fire Chief" or "Mr. Desautels") both of whom understand as follows:

WHEREAS, the Town desires to employ the professional services of Jamie Desautels as Fire Chief of the Town of Hudson as provided by the Massachusetts General Laws, Town By-Laws and the Personnel Regulations of the Town of Hudson; and

WHEREAS, it is the desire of the Town and Fire Chief to establish the terms and conditions of employment for the Fire Chief; and

WHEREAS, the Fire Chief also serves as the Emergency Management Director for the Town; and

WHEREAS, the Fire Chief desires to accept employment as Fire Chief of the Town of Hudson and represents that he will maintain the skills, desire, and ability to perform such obligations, responsibilities and duties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1 DUTIES

1.1 The Fire Chief agrees to fully, professionally, and competently perform all the obligations, responsibilities and duties to the extent specified in State Law, Town By-Law and the Personnel Regulations of the Town of Hudson and to fully and professionally perform the proper duties and functions as the Executive Assistant shall from time to time assign.

It is agreed that the Fire Chief serves as Senior Fire Officer of the Fire Department and Commander of the firefighting force.

1.2 The Fire Chief agrees to use and continue to use his full time and best professional efforts, skills, abilities, and training in carrying out his duties and responsibilities.

1.3 It is agreed and acknowledged that the Fire Chief's position as specified herein is that of an Executive, as the term is used in the Federal Fair Labor Standards Act ("FLSA") and its duly promulgated rules and regulations and shall be an exempt position for the purposes of the FLSA.

1.4 The Fire Chief acknowledges that as Fire Chief he is a member of the management of the Town and a member of the Executive Assistant's Administration, he shall report to the

Executive Assistant, shall keep the Executive Assistant regularly informed of the activities of the Fire Department, and he shall faithfully carry out the policies of the Board of Selectmen and Executive Assistant as they relate to the Fire Department.

SECTION 2 TERM AND RENEWAL

2.1 The term and duration of this Agreement and the Fire Chief's employment delineated hereunder shall be for a period of three (3) years commencing as of December 26, 2023, and ending on December 25, 2026, unless otherwise terminated.

2.2 In the event the Town intends to renew the Fire Chief's employment with the Town following the expiration of this Agreement, written notice of such intent shall be given no less than one hundred eighty (180) days before December 25, 2026.

2.3 If the Town does not give written notice of intent to renew by the time listed in paragraph 2.2 above, this Agreement and the Fire Chief's employment with the Town shall end on the expiration date of this Agreement.

2.4 A non-renewal of this Agreement shall not constitute a termination of Mr. Desautels' employment, but rather a conclusion of the Agreement's term and his appointment as Fire Chief.

SECTION 3 REMOVAL/TERMINATION OF EMPLOYMENT

3.1 Nothing in this Agreement shall prohibit, limit, or otherwise interfere with the authority and right of the Executive Assistant to discipline or remove the Fire Chief pursuant to the Personnel Regulations or Charter of the Town of Hudson from his position at any time provided, however, that such removal shall be for cause and any removal shall be subject to the hearing procedure set forth below:

3.1.1 In the case of a proposed removal, the Fire Chief shall be provided with written reasons for removal at least 14 days before a hearing on such removal is scheduled before the Executive Assistant or his designee.

3.1.2 The Executive Assistant will render a decision in writing within thirty (30) days of the close of the hearing.

If the Executive Assistant's designee conducts the hearing, the designee shall remit his or her report to the Executive Assistant within thirty (30) days of the close of the hearing. The Executive Assistant will then render a decision within fourteen (14) days of receipt of the designee's report.

3.1.3 Throughout the pendency of these procedures for removal, the Fire Chief shall continue to receive his salary as Fire Chief whether or not he remains actively on duty, such latter decision being within the discretion of the Executive Assistant.

3.2 This Agreement may be terminated by the Fire Chief upon ninety (90) days written notice to the Executive Assistant. Until the effective date of resignation under such circumstances,

the Fire Chief shall continue to perform his duties and shall, if requested, cooperate with the Town in the search for a successor.

3.3 This Agreement may be terminated by mutual written agreement, signed by the Executive Assistant and the Fire Chief, upon such terms and conditions as may be acceptable to both parties at the time of termination.

3.4 Removal of the Fire Chief or termination as described in section 3.2 above shall terminate this Agreement.

SECTION 4 SALARY

4.1 Effective as of December 26, 2023, the Town agrees to pay the Fire Chief for his professional full-time services rendered pursuant hereto a salary equal to 100% of Step 8 in Grade M-11 less all lawful withholdings and deductions, which if annualized would equal \$129,663*. Further, the Fire Chief shall be eligible for an annual EMT payment of \$5,000, an annual Emergency Management Director ("EMD") stipend of \$7,500, an annual Fire Chief Credential stipend of \$1,000, an education stipend equal to 25% of his base (M-11) salary, and uniform allowance as specified in the Town of Hudson Personnel Regulations.

4.2 Subject to section 4.6 below, effective December 26, 2024, the Town agrees to pay the Fire Chief for his professional full-time services rendered pursuant hereto a salary equal to 100% of Step 8 in Grade M-11 less all lawful withholdings and deductions, which if annualized would equal \$132,225*. Further, the Fire Chief shall be eligible for an annual EMT payment of \$5,000, an annual Emergency Management Director ("EMD") stipend of \$7,500, an annual Fire Chief Credential stipend of \$1,000, an education stipend equal to 25% of his base (M-11) salary, and uniform allowance as specified in the Town of Hudson Personnel Regulations.

4.3 Subject to section 4.6 below, effective December 26, 2025, the Town agrees to pay the Fire Chief for his professional full-time services rendered pursuant hereto a salary equal to 100% of Step 8 in Grade M-11 less all lawful withholdings and deductions, which if annualized would equal \$134,870*. Further, the Fire Chief shall be eligible for an annual EMT payment of \$5,000, an annual Emergency Management Director ("EMD") stipend of \$7,500, an annual Fire Chief Credential stipend of \$1,000, an education stipend equal to 25% of his base (M-11) salary, and uniform allowance as specified in the Town of Hudson Personnel Regulations.

4.4 The Fire Chief's salary shall be paid in accordance with the Town's regular payroll cycle (currently weekly). Base salary, EMT payment, EMD stipend, and education stipend will be prorated and paid with the regular payroll cycle. Uniform allowance will be paid according to the Personnel Regulations.

4.5 All compensation under this Section 4 shall be pro-rated for any partial year worked.

*Subject to Town Meeting.

4.6 Any increase in the Fire Chief's compensation as set forth herein shall be at the discretion of the Executive Assistant and Board of Selectmen and subject to the Fire Chief's performance and the Town's finances.

SECTION 5 HOURS OF WORK

It is recognized by both parties hereto that due to the complicated and comprehensive nature of the General Government Administration and further due to the substantial duties, obligations and responsibilities of a fire chief, the Fire Chief must devote and perform professional services to the Town on a full-time basis together with time as required beyond normal routine office/business hours. It is further acknowledged and agreed by the parties hereto that as an exempt employee under the FLSA, the Fire Chief is not eligible for compensatory time.

SECTION 6 USE OF AUTOMOBILE

It is agreed upon by the parties hereto that during the term of this Agreement, so long as Jamie Desautels serves as Fire Chief, the Town shall furnish him with an automobile with a fire marked registration to be operated solely by the Fire Chief in connection with the performance of his duties and for his professional growth and development. Said vehicle may be used by the Fire Chief for personal reasons within Massachusetts and/or within 100 miles of the border because he must be available to respond to calls at all times. The Town agrees to maintain and repair the vehicle on a routine basis with all such expenses relating thereto being paid or reimbursed by the Town as the case may be, but only upon submission of adequate invoices pertaining to the maintenance and repair involved.

SECTION 7 RESIDENCY REQUIREMENT

The Fire Chief shall, during the term of this Agreement and any renewal hereof, reside within fifteen (15) miles of the Town of Hudson.

SECTION 8 PROFESSIONAL DEVELOPMENT

The Town agrees that the Fire Chief shall be given adequate opportunities to develop his skills and abilities as a fire safety and emergency response professional and the Fire Chief shall be permitted to attend the Massachusetts, New England, and International Association of Fire Chiefs training conferences, the Chief Fire Officer Training presented by the Edward J. Collins Center for Public Management of the University of Massachusetts, as well as such other short courses, institutes, and seminars that the Fire Chief reasonably judges to be necessary to his professional development. Such courses, conferences, and seminars may be attended without loss of vacation or other leave, and any reasonable and necessary costs incurred by the Fire Chief in connection with his attendance shall be reimbursed by the Town contingent upon prior approval by the Executive Assistant and the sufficiency of the appropriation, therefore.

SECTION 9 OTHER TERMS AND CONDITIONS

9.1 The Fire Chief shall enjoy all other rights and benefits and obligations accruing to the position of Fire Chief under the Town's Personnel Regulations and the Home Rule Charter of

the Town of Hudson, except as otherwise provided in this Agreement. Such benefits shall include, but are not limited to, sick time; uniform allowance; membership in the retirement system; health and life insurance at the percentage contribution of other employees; tuition reimbursement subject to the sufficiency of the appropriation therefore; and, all other similar, existing benefits under the Town's Personnel Regulations.

9.2 The Fire Chief shall be eligible for four (4) weeks' vacation each year of this Agreement based on a five-day workweek. Further, notwithstanding paragraph 6 of section 4.4-4, Vacation Leave, of the Town's Personnel Regulations, the Fire Chief may carry over five (5) days of unused vacation in the first year of this Agreement.

SECTION 10 NO REDUCTION OF BENEFITS

The Town agrees that it shall not at any time during the term of this Agreement reduce the salary, compensation, or other benefits of the Fire Chief except to the extent that such reduction is uniformly applied to other similarly situated management employees.

SECTION 11 INDEMNIFICATION

The Town shall defend, save harmless and indemnify the Fire Chief against any tort, professional liability, claim or demand or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as Fire Chief provided that he has acted in good faith and within the course and scope of duties of employment. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Fire Chief. The Town shall reimburse the Fire Chief for any attorney's fees and costs incurred by him in connection with the claims or suits involving the Fire Chief in his professional capacity if he is not provided counsel by the Town.

This section shall survive any termination of this Agreement.

SECTION 12 DEATH DURING TERM OF EMPLOYMENT

If the Fire Chief dies during the term of this Agreement, the Town shall pay to his estate all compensation which would have been due the Fire Chief up to the date of his death, including, but not limited to, full payment for any unused vacation leave, and pro-rata payment for unused sick leave days consistent with the policy for other non-union, exempt employees.

SECTION 13 PERFORMANCE REVIEW AND EVALUATION

The Executive Assistant shall review and evaluate the performance of the Fire Chief on an annual basis. Further, the Executive Assistant shall provide the Fire Chief with a summary written statement of his findings, and provide an adequate opportunity for the Fire Chief to discuss his evaluation with the Executive Assistant. Satisfactory performance as indicated by such evaluations shall be a consideration as to whether this Agreement will be renewed or extended.

SECTION 14 IOD

As a sworn member of the Fire Department, the Fire Chief shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

SECTION 15 COMPLETENESS OF AGREEMENT

This Agreement contains all the terms and conditions agreed to by the Town and the Fire Chief, and any alterations or variations of the terms of this Agreement shall be invalid unless made in writing and executed by all parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.

SECTION 16 SEVERABILITY

All agreements and covenants contained herein are severable, and if any provision or portion thereof is held to be invalid by a court of competent jurisdiction, then this contract shall be interpreted as if such invalid agreements and covenants were not contained herein, so long as the original intent of the Agreement can be maintained. The language of all the parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this instrument in duplicate on the dates written below.

THE TOWN OF HUDSON

By: Thomas Gregory
Thomas Gregory, Executive Assistant

Date: 12/18/2023

By: J Desautels
Jamie Desautels, Fire Chief

Date: 12/19/2023