

**TOWN OF PITTSFIELD AND PETER J. PSZONOWSKY  
EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** (Agreement) is made and entered into on the 26<sup>th</sup> day of September, 2017, between the **Town of Pittsfield** (Town or Employer) and **Peter J. Pszonowsky** (Employee), collectively referred to as the Parties.

The Parties agree as follows:

**1. EMPLOYMENT**

The Town hereby agrees to employ the Employee and the Employee agrees to accept employment in the position of Fire Chief for a three-year term commencing December 24, 2017 through December 26, 2020. The Parties agree that this is a full-time, year-round position and the Employee agrees to devote all of his professional efforts to the successful fulfillment of his Duties as Fire Chief to the Town as described in Section 2 below. The Parties also agree that the position of Fire Chief also includes serving as Health Officer.

The Employee agrees to remain in the exclusive employ of the Town for fire and emergency medical services and health officer duties, while employed by the Town. The term "employed" shall not include occasional teaching, writing, speaking or consulting (Excluded Services) performed on the Employee's time off, even if outside compensation is provided for such services. Those Excluded Services are expressly allowed, provided that they do not present a conflict of interest with the Town and do not conflict with their Duties. The Employee is required to apprise and discuss with the Town any and all Excluded Services.

The Parties understand and agree that the citizens of the Town have ultimate power of the Town's form of government and the terms and/or conditions of the positions in the Town, including but not limited to the Fire Chief. The Parties acknowledge and agree that if the citizens of the Town alter the terms and/or conditions of the Fire Chief position, then this Agreement becomes null and void.

**2. DUTIES**

Employee's title is Fire Chief and, in consideration of the compensation and benefits to be paid by the Town, Employee hereby agrees:

- A. To initiate, administer and supervise all Fire Department services of the Town;
- B. To initiate, administer and supervise all Fire Department functions and programs of the Town;
- C. To perform all duties required as the Health Officer for the Town;
- D. To supervise the maintenance and upkeep of any Fire Department facilities and Fire Department equipment owned or maintained by the Town, and to recommend to the Town the acquisition of new or sale of used equipment and facilities for the Fire Department;

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- E. To keep and maintain proper fiscal records for the Town, and cause an annual budget to be produced in a timely manner for the Fire Department;
- F. To perform all functions necessary to completely and fully administer the Fire Department in accordance with the directives and policies of the Town;
- G. To perform additional essential duties as described in Addendum A (Fire Chief Job Description) and Addendum B (Health Officer Job Description) attached hereto and incorporated herein by this reference.

**3. COMPENSATION**

The Town agrees to pay the Employee for his services rendered pursuant hereto, as Fire Chief, an annual salary of \$70,000.00. The salary may be adjusted in the same manner that is customary for other employees at the Town's sole discretion.

**4. BENEFITS**

The following items A through H are hereby identified as benefits for the purposes of this Agreement.

**A. Holidays**

The following official holidays shall be granted and paid:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

**B. Leave**

The Fire Chief shall accrue leave time at the rate of 17.33 hours per month.

Leave time may be used for the following purposes:

1. Vacation
2. Sick
3. Personal
4. Bereavement
5. Family Medical Leave
6. Injury/Disability (on and off the job)

Leave time will be utilized to supplement the Workers Compensation Insurance Benefit as prescribed by State law. It is the intention that employee will use leave time to supplement benefits in order to receive 100% of the pre-injury weekly compensation.

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Leave time may be continuously accrued, up to a maximum of 400 hours for 40 hour employees. No more than the maximum leave time amounts accrued, as noted above, shall be credited from any calendar to the next calendar year (e.g. if a 40 hour work week employee has accrued 409 hours as of 12/31/16, then starting 1/1/17 the employee's record of leave time hours would be reduced to 400 hours). Upon severance of employment with the employer, the employee shall be paid for 50% of the unused leave time based upon the employee's current hourly wage.

**C. Health Insurance**

Employee is eligible to participate in the town's health insurance program as follows:

<u>Eligibility/</u> <u>Coverage Level</u>	<u>Town Allotment-Medical</u>
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Single	100% MTB20 RX10/20/45
Two Person	100% MTB20 RX10/20/45
Family	100% MTB20 RX10/20/45

**D. Flexible Benefits Plan**

The Town selects "HealthTrust" to be the carrier to provide the Employee a choice of benefits under a plan that is designated to comply with Sections 105, 106, 125, and 129 of the Internal Revenue Code and the regulations issued thereunder, under this Agreement to the Employee. Such benefits shall have no cash value.

The cost of such flexible benefits plan shall be provided and paid by the Town in its entirety for the Employee covered by this Agreement, provided such Employee makes application for such insurance to the carrier. Such plan shall remain in effect only so long as the Employee continues to be employed by the Town and only in accordance with the terms and conditions of the Flexible Benefits Plan Service Agreement with "HealthTrust". Employee shall receive \$500.00 per year in his Health Care Account with this plan. Employee shall receive the amount of \$500.00 per year paid to him during the month of January.

**E. Life Insurance**

The cost of term insurance shall be provided and paid by the Town in its entirety provided such employee makes application for such insurance to the carrier. Such insurance shall remain in effect only so long as the employee continues to be employed by the Town and only in accordance with the terms and conditions of the insurance policy. The face value of each term policy, with no cash value, shall be \$15,000.00.

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**F. Retirement**

The Town will make proper contributions to the New Hampshire Retirement System (NHRS) for the Employee covered under this Agreement.

Employee acknowledges that he is not a retiree of NHRS and does not work for any other employer who contributes on his behalf to NHRS. Employee agrees to notify the Town if there are any changes to his status with NHRS.

**G. Clothing Allowance**

The Town agrees to appropriate \$300.00 annually in the Fire Department budget to be utilized for purchase of uniform components for the Fire Chief.

**H. Professional Development**

The Town agrees to budget for and to pay the professional dues, subscriptions, and travel and subsistence expenses of the Fire Chief for participation and travel to meetings and occasions adequate to continue his professional development. The Employee must obtain prior approval from the Town for attendance to said meetings.

**5. PERFORMANCE EVALUATION**

Employee, in carrying out his responsibilities, shall demonstrate the following:

- A. Ability to cooperate with the governing body staff, community citizens and leaders, peer organizations and neighboring towns, districts and the County;
- B. Ability to effectively communicate;
- C. Ability to effectively lead employees and volunteers;
- D. Good work habits as an example to employees;
- E. Full and efficient utilization of all facilities and services;
- F. Management skills necessary to maximize the fire services made available to the patrons and minimize the cost to the taxpayers; and
- G. Annually, the Parties shall jointly define such goals and performance objectives that they determine necessary for the proper operation of the Fire Department, and in the attainment of the Town's policy objectives. The Town shall establish a relative priority among those various goals and objectives; said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time limitations as specified.

The Town shall do a performance review based upon the above criteria and overall performance of job duties. The Town shall provide the Employee with a summary written statement of the findings of the evaluation and provide an adequate opportunity for the Employee to discuss the evaluation with the Town.

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### 6. **DISCIPLINE AND TERMINATION**

The Town's general disciplinary and termination policies do not apply to the Employee. In the event that the Town deems it necessary to issue discipline to the Employee, that discipline may include performance improvement and/or corrective action plans, reprimands, suspension, or termination.

Employee may only be suspended or terminated for "cause" during the term of this Agreement or any extension thereof. As the Fire Chief, the Employee is in a high operational and administrative position in the Town and is, therefore, held to higher standards of performance and attitude than other employees. In most cases of misconduct committed by an employee at this level, either counseling or discharge would be warranted, but intermediate levels of disciplinary action would be rare.

"Cause" for discipline or termination includes, but is not limited to:

- (1) Intentional or repeated failure to comply with legal requirements or with the Town's policies or directives;
- (2) Commission of any act of fraud, dishonesty, misappropriation of funds, embezzlement, breach of confidence, immoral conduct, or other misconduct in the rendering of services on behalf of the Town;
- (3) Current illegal use of drugs, substance abuse, or being under the influence of alcohol while on duty;
- (4) Repeated discourteous treatment of employees, subordinates, volunteers or the public; or
- (5) Failure or refusal to faithfully, diligently and effectively perform any of the provisions of this Agreement.

Dismissal shall be affected only upon the Town's presentation to the Employee of a written specification of reasons at least ten (10) calendar days before said action is taken. The Employee may, within five (5) calendar days, request a hearing before the Board of Selectmen, in which event the Employee shall not be removed until such a hearing is held. The Town may, however, suspend the Employee from duty during until a hearing is held, with or without pay. The hearing shall be either public or private, as allowed under RSA 91-A, at the Employee's request.

If the Employee's employment is terminated, the Town's only obligation as to wages is to pay all compensation and benefits accrued but unpaid at the date of termination.

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The terms of this Agreement shall remain in full force and effect and hold over until employment is terminated under the terms herein, or a new agreement has been negotiated and entered into between the Parties or as specified in paragraph 1, above.

**7. INDEMNIFICATION**

The Town shall defend, save harmless and indemnify the Employee against any tort, professional liability claim, demand or other legal action, as a results of the discharge of his duties as Fire Chief as long as his actions do not constitute gross, willful or intentional conduct.

**8. GENERAL PROVISIONS**

Working conditions and benefits addressed in the Employee Personnel Policy, which are not enumerated in this Agreement, shall be applicable as they would be to any other non-bargaining unit employee of the town.

**9. WAIVER OF BREACH**

Waiver by the Town of any breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or a waiver of this provision.

**10. AMENDMENTS**

No amendment or variation of the terms and conditions of the Agreement are valid unless the same is in writing, references this Agreement, and is signed by the Parties.

**11. EXCLUSIVE TERM/ASSIGNMENT**

The provision of this Agreement are for the benefits of the Parties solely, and not for the benefit of any person, persons or legal entities. Neither this Agreement nor any rights hereunder may be assigned by either party.

**12. SEVERABILITY**

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, all other provisions shall remain in full force and effect.

**13. REPRESENTATION**

At all times, the Town has been represented by its attorney. The Employee acknowledges that the Employee, at all times, had the right to and the availability of independent counsel of the Employee's choosing in regard to this Agreement, whether or not the Employee chose to exercise that right.

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**14. PARAGRAPH HEADINGS**

Headings are used solely for convenience and are not to be used in construing or interpreting this Agreement.

**15. GOVERNING LAW/JURISDICTION**

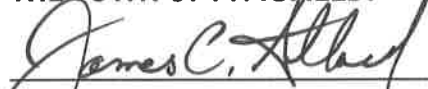
This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without reference to principles of conflict of laws. The Parties agree that any litigation or other proceedings to enforce the provisions of this Agreement will take place in the State of New Hampshire. In the event of disputes, proceedings or litigation regarding this Agreement, the Parties expressly submit to the jurisdiction of the federal and state agencies and courts located within the State of New Hampshire.

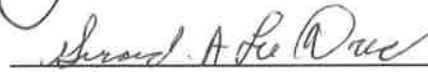
**16. ENTIRE AGREEMENT**


The Parties agree that this instrument represents the entire Agreement between the Parties, and that all prior representations, promises or statements merge with the written Agreement and, unless specifically set out herein, are not enforceable. The Town has made no representations to the Employee other than those specifically set forth herein.

**IN WITNESS WHEREOF**, the Town, acting through its Board of Selectmen has authorized this Agreement to be signed and executing on this 26<sup>th</sup> day of September, 2017. The Employee has executed this Agreement on the date entered below. Each party acknowledges receipt by their signature of a signed copy of the Agreement.

**THE TOWN OF PITTSFIELD:**

  
James C. Allard

  
Gerard A. LeDuc

  
James H. Adams

  
Carl E. Anderson

\_\_\_\_\_  
Carole A. Richardson

**EMPLOYEE:**

  
Peter J. Pszonowsky

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**ADDENDUM A  
FIRE CHIEF JOB DESCRIPTION**

The Fire Chief shall be appointed by the Board of Selectmen. In accordance with such written formal policies that may be adopted by the Board of Selectmen, the Fire Chief shall have the authority to direct and control all Fire Department employees in their normal course of duty and shall be responsible for the efficient and economical use of all Department equipment.

- a. The Fire Chief shall have the responsibility and duty to administer, supervise, and enforce all aspects of Fire Department policy and operations including, but not limited to: sole and absolute command at fires, alarms of fire, medical emergencies, rescues, and other related emergencies, over all members of the Fire Department, and all apparatus and equipment belonging to or in use by the Department. The Fire Chief shall direct all measures he or she may deem necessary for the saving of lives, extinguishment of fire, or remedy of emergencies for which he or she is responsible.
- b. The Fire Chief shall be available to the interests of the department as much as practical.
- c. It shall be the duty of the Fire Chief to establish and maintain a competent and well-trained force by attracting and retaining qualified personnel. The Fire Chief shall assure that members continually familiarize themselves with current practices of modern fire suppression, emergency medical, and rescue techniques.
- d. The Fire Chief's enforcement authority shall include the right to discipline any member of the Fire Department in accordance with the Town of Employee Pittsfield Personnel Policy.
- e. The Fire Chief shall cause to be maintained and be responsible for a complete record and report of all fires and emergencies for which the Fire Department is summoned during the year. Such reports shall include the causes (as can be ascertained), a description of damages, accountings of loss of life or injury, and a description of actions taken by the department.
- f. The Fire Chief shall be responsible for, but may delegate such responsibility for, supervising such aspects of the administration of the Fire Department, as he deems necessary and in the best interest of the Fire Department. Such aspects may include, but are not limited to: fire inspection, fire prevention, emergency medical operations, equipment maintenance, training, water supply, recreation, record keeping, and liaison to other agencies or organizations.
- g. Included as powers and responsibilities of the Fire Chief are all authorities listed in Chapter 154 of the New Hampshire Revised Statutes Annotated.



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- h. The Fire Chief shall ensure the establishment of a positive, ongoing relationship with all resource groups in the community, specifically Police, Public Works, and all other departments within and those assisting the town, particularly under emergency conditions.
- i. The Fire Chief shall promote coordination of efforts with the Police Department in locating fire hazards, providing crowd control and traffic control at emergency incidents, investigating fires, and providing other emergency services to the public.
- j. Once the cause of a fire is determined to be suspicious or intentionally set, as determined by a competent authority, the investigation shall be immediately turned over to the NH State Fire Marshal's Office. The Fire Chief or his/her designee is responsible to coordinate with the police department in all phases of the investigation as such as becomes necessary.
- k. The Fire Chief shall also be willing to accept the responsibilities of Health Officer for the Town.
- l. The Fire Chief may be requested to apprise the Board of Selectmen of the Fire Department activities on a regular schedule.
- m. The duties of the Fire Chief shall include EMS shift coverage totaling not less than 150 hr. per year, to be served concurrently with the Chief's regular workweek. While performing this shift coverage, the Chief's typical duties shall also be covered by the Chief. In the event that an occasion arises that allows for only the duties of one position or the other at any given moment, the Fire Chief shall decide which duty will take precedence and if possible assign another employee to assist. Record of hours worked accomplishing this portion of the contract shall be kept separately and verifiably. It shall be the responsibility of the Fire Chief to schedule himself for this coverage (in accordance with current department & town policies and collective bargaining agreements) so that the 150 hr. annual requirement will be met prior to the conclusion of each contract year, and failure to do so will constitute a breach of contract.

### **Minimum Qualifications:**

Graduation from a two-year college or university with an Associate's Degree in fire science or business related field; and progressively responsible experience in emergency medical services, fire suppression and prevention, **OR** any equivalent combination of education and experience that demonstrates possession of the required knowledge, skills, and abilities.

Ten (10) years of progressively responsible experience in in the fire service, to include Fire Fighting, Emergency Medical, Rescue, Hazmat, Incident Command, intradepartmental relations with other public safety agencies, personnel, and emergency management. Experience overseeing both full-time and paid-on-call personnel.

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Must possess knowledge of Call/Volunteer departments and the particular management techniques necessary to effectively recruit, manage, motivate, and evaluate members of the Fire Department.

- Familiarity with NFPA codes and guidelines with a direct understanding of NFPA 101.
- Must be familiar with apparatus, equipment, and their operations and uses on the fire/rescue scene.
- Must have training and experience in incident command.
- Must have at a minimum certification of EMT/FF.
- Must hold a valid NH Driver's license.
- Must have the ability to perform all functions of the position both physically and mentally.
- Pass a physical examination, background check, and drug test.
- Minimum lifting requirement of 100 lbs.

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## **ADDENDUM B HEALTH OFFICER JOB DESCRIPTION**

Appointed by the commissioner of the State Dept. of Health and Human Services under State law (RSA 128). Works with the Board of Selectmen as the Board of Health to enforce all rules and regulations affecting the health and comfort of the public. Administers and performs inspections in the enforcement of Federal, State, and Town public health laws, rules, codes, and regulations.

This job description has been created directly from the DHHS Division of Public Health Services Health Officer Manual.

Local health officials have a critical role in effective local and regional environmental and public health systems and are responsible for three critical functions.

- The first is to enforce applicable New Hampshire laws and administrative rules (i.e. regulations), as well as local ordinances and regulations enacted by your community.
- The second critical function is to serve as a liaison between state officials, local elected officials, and your community on issues concerning local environmental and public health.
- The third is to be a leader and active participant in efforts to develop regional environmental and public health capacities. These roles have become more important than ever as our state faces continuing outbreaks of disease and demands greater emphasis on public health emergency preparedness.

### **EXAMPLES OF DUTIES**

The listed examples are illustrative only, and may not include all duties found in this position.

- **COMMUNICABLE DISEASES:** Health Officer may be called upon to assist the DPHS, Bureau of Communicable Disease as requested during disease outbreaks. A primary role is to assist in disseminating educational materials throughout your city or town.
- **EMERGENCY RESPONSE:** Health Officer should contact their local Emergency Management Director, to both participate in the development of local Emergency Operations Plans, and discuss their role within the community's existing plan. Health officer also acts as a liaison to local citizens by linking them to state, local and federal resources and by distributing educational materials from the state and federal agencies during the response to, and recovery from, an emergency. Health Officer should also participate in regional public health planning initiatives.

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- **PUBLIC EDUCATION:** Health Officer should be well positioned to take advantage of opportunities to provide education to residents, local officials, and public health system partners. This is achieved by disseminating materials produced by local, state and national partners, sharing your expertise with individuals and groups in your community, and educating local officials and other partners about important environmental health issues and needs.
- **PUBLIC HEALTH NUISANCES:** Health Officer may conduct sanitary investigations into complaints and nuisances that may endanger public health. These may include garbage, insects, unsanitary living conditions, rodents, and safe drinking water inspections.
- **SEPTIC SYSTEMS:** Health Officer may inspect septic systems to determine if a system has failed and, when necessary, coordinate with the NH Department of Environmental Services to certify septic system failure. The health officer may perform a dye test and a test of suspected sewage to confirm system failure. Depending on town ordinances, a health officer may also witness test pits, inspect repaired and new system installations, and review and approve septic system design plans. Many health officers report that becoming licensed as a septic system installer and/or designer is good preparation for this role.
- **RENTAL HOUSING (RSA 48A):** Health Officer may enforce minimum standards for rental housing, including: safe drinking water, availability of hot water, garbage control, properly functioning septic systems, vermin control, adequate heat, and that walls and roofs do not leak.
- **HEALTH FACILITIES:** Health Officer inspects new or modified health facilities to certify that they meet local health codes. These include hospitals, nursing homes, massage therapy establishments, and health club facilities.
- **CHILDCARE\FOSTER HOMES:** Health Officer inspects\approves facilities used to provide childcare and the homes of people serving as foster parents to assure they meet local health codes. Many times these inspections are done in conjunction with representatives from local fire department.
- **SCHOOL INSPECTIONS:** Health Officer inspects schools every 2 years or more frequently if deficiencies are found.
- **FOOD-BORNE ILLNESS:** Health Officer may respond to complaints and report cases of suspected or known violations of the Food Code to the DPHS Food Protection Section. In conjunction with the DPHS Food Protection Section, health officers may be asked to contact food service establishments in the event of a food-borne disease outbreak.

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- **MOSQUITO BORNE ILLESSES:** Health Officer plays an important role in disseminating educational materials to the community regarding West Nile Virus and Eastern Equine Encephalitis.
- **RABIES:** Health Officer serves as a local resource for information on rabies.
- **LEAD:** Health Officer may conduct lead paint poisoning inspections with a DPHS lead inspector upon request. The DPHS Health Homes Lead Poisoning Prevention Program may also request that a local health officer verify whether lead hazard reduction activities are taking place, or check to determine if a child under the age of 5 resides in a particular dwelling unit.
- **ASBESTOS:** Health Officer should be aware of the requirements regarding asbestos management and control that apply to building demolition and renovation projects.
- **MOLD:** Health Officer should serve as a local resource for indoor air quality information regarding building dampness and indoor mold. Officer may conduct site visits and make recommendations to remediate the problem.
- **RADON:** Health Officer serves as a local resource and referral to radon information, testing procedures, and treatment options.