

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT
C.A. NO. 2381CV01000

SKYLER SARKISIAN,)
)
 Plaintiff,)
)
 v.)
)
 TOWN OF NATICK and JASON FERSCHKE,)
 in His Official Capacity)
 as Chief of the Natick Fire Department)
)
 Defendants.)

RECEIVED

05/31/2023

AMENDED COMPLAINT AND JURY DEMAND

1. In this action the plaintiff Skyler Sarkisian (“Mr. Sarkisian” or the “Plaintiff”) seeks equitable and legal redress for the illegal actions of the Town of Natick and its Fire Chief, Jason Ferschke (“Chief Ferschke”). Specifically, Mr. Sarkisian seeks to hold Natick and Chief Ferschke to account for their illegal termination of Mr. Sarkisian from the Natick Fire Department (the “NFD”) in violation of various Massachusetts statutes including, but not limited to M.G.L. c. 31 §§ 34, 41 and 61 and M.G.L. c. 149, § 185 (the so-called “Whistleblower Statute”). Natick and Chief Ferschke attempted to terminate Mr. Sarkisian’s employment without statutorily required notice and, in a ham-handed attempt at covering their tracks, illegally without cause after Mr. Sarkisian became a full-time tenured firefighter. The illegal termination occurred almost immediately after Mr. Sarkisian objected to illegal, fraudulent insurance billing practices by Chief Ferschke and the NFD. The NFD and Chief Ferschke have refused Mr. Sarkisian’s repeated requests to remedy their illegal actions.

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THE PARTIES

2. Plaintiff Skyler Sarkisian is an adult Massachusetts resident who resides at 9 Arbor Circle, Natick, Middlesex County, MA 01760.

3. Defendant Jason Ferschke is the Chief of the Natick Fire Department and has a principal place of business at 22 East Central Street, Natick, MA 01760.

4. Defendant Town of Natick (“Natick”) is a Massachusetts incorporated municipality operating under the laws of Massachusetts and ordinances established by the Town of Natick. Its principal offices are located at 13 East Central Street, Natick, MA 01760. During all relevant times, Natick was the public employer of the defendant Chief Ferschke and of the Plaintiff Mr. Sarkisian.

FACTUAL BACKGROUND

5. The NFD, under the leadership of retired Natick Fire Chief Michael P. Lentini, hired Mr. Sarkisian as a Firefighter with a start date of February 23, 2022.

6. At the time of his hire by the NFD, Mr. Sarkisian held a B.S. in criminology from Florida Southern College (where he captained the NCAA men’s lacrosse team), held an Emergency Medical Technician (“EMT”) certification and had scored a 98 on the Civil Service Examination.

7. From February 23, 2022 through March 4, 2022, Mr. Sarkisian was assigned to work at one of the NFD stations for training.

8. Chief Lentini sponsored and directed Mr. Sarkisian to attend the Massachusetts Fire Academy (“Academy”) in Stow, MA after the first several weeks of his NFD employment.

9. On Monday, March 7, 2022, Mr. Sarkisian commenced training at the Academy.

10. Mr. Sarkisian graduated from the Academy on May 20, 2022 with exceptionally high marks. In fact, he received more points at the Academy than the other three Natick firefighters hired with him.

11. Mr. Sarkisian, pursuant to M.G.L. c. 31, §§ 34 and 61, was hired as a “probationary” firefighter for a one-year period.

12. Natick considered his employment to have begun on February 23, 2022 and, therefore, his probationary period to last until February 23, 2023 when Mr. Sarkisian was to become a full-time tenured firefighter.

13. Mr. Sarkisian’s employment, while subject to a one-year probationary period, could only be terminated during that period if his “conduct or capacity” or the “character or quality” of his work was “not satisfactory to the appointing authority.”

14. Mr. Sarkisian’s tenure with the NFD was marked by success and growth. During the course of Mr. Sarkisian’s employment, he received no negative feedback whatsoever about the performance of his EMT or firefighter duties. His conduct or abilities were never questioned and the quality of his character was never doubted.

15. In fact, the sole criticism ever offered to Mr. Sarkisian during the course of his employment was on January 18, 2023, less than two weeks before his unlawful termination.

16. On that date, Firefighter/Paramedic John Georges (“Mr. Georges”), who is the EMS Coordinator for the NFD, directed Mr. Sarkisian to certify that a Paramedic had performed an Advanced Life Support (“ALS”) assessment on a patient when no such assessment was performed.

17. Mr. Sarkisian objected to and resisted Mr. Georges' directive because no such assessment had been performed. Moreover, an EMT could not certify an assessment which could be performed only by a Paramedic.

18. It was common practice in Natick to coerce EMTs to certify that a Paramedic performed an ALS assessment when no such assessment was performed, despite the fact that EMTs are not authorized to so certify.

19. This fraudulent practice was a revenue raiser by the NFD as it caused insurers to pay Natick for services that were never rendered. Mr. Sarkisian objected to this practice, much to the consternation of Chief Ferschke, Mr. Georges and NFD leadership.

20. Less than two weeks later, Natick attempted to terminate Mr. Sarkisian. The ham-handed termination attempt, and the circumstances relating to the same, demonstrate a gross disregarding of the law of the Commonwealth, the rights of Mr. Sarkisian and the safety of the people of Natick.

21. On January 31, 2023, Mr. Sarkisian was assigned to work the third shift as an EMT on Engine 4 at the West Natick Fire Station.

22. On this date, in a shocking disregard of public safety, Deputy Fire Chief John Austin ("Deputy Chief Austin") refused to dispatch Mr. Sarkisian's Engine 4 to two different medical emergency calls – despite the fact that Engine 4 was the nearest available company – apparently in order to keep Mr. Sarkisian in the West Natick Fire Station to allow Chief Ferschke to hand him a termination letter at the Chief's convenience.

23. Chief Ferschke's and Deputy Chief Austin's disgraceful disregard of public safety kept Mr. Sarkisian's company sidelined while more distant companies responded to the medical emergency calls.

24. In addition to this concerning disregard of public safety, the actual termination of Mr. Sarkisian’s employment had no indicia of professionalism or any attempt to comply with applicable laws.

25. Mr. Sarkisian, upon the arrival of Chief Ferschke, was pulled into a terse meeting with Chief Ferschke and Deputy Chief Austin by Mr. Georges.

26. Chief Ferschke was the only meeting attendee to speak, making assertions about a “hard decision” and “exercising his right” before handing Mr. Sarkisian a letter that: 1) misspelled Mr. Sarkisian’s first and last names; 2) did not include his address; and 3) complied with no known business letter format, employing no salutation and utilizing odd and uneven spacing between lines and punctuation. See Termination Letter, Exhibit 1.

27. More concerning than the slipshod appearance of the letter, however, was the content – or lack of content within.

28. Despite the requirement of M.G.L. c. 31, § 34, that Mr. Sarkisian’s probationary employment only be terminated for stated unsatisfactory performance or character shortcomings, Chief Ferschke asserted that it was the NFD’s “absolute right” to terminate Mr. Sarkisian prior to the end of Mr. Sarkisian’s probationary period without cause, effectively – and unlawfully – treating Mr. Sarkisian as an “at-will” employee.

29. Chief Ferschke provided no reason whatsoever for the termination, despite the statutory requirement that such written notice to terminate a probationary employee’s employment state “*in detail* the particulars wherein his conduct or capacity or the character or quality of his work is not satisfactory, whereupon his service shall terminate.” See M.G.L. c. 31, § 34 (emphasis added).

30. Accordingly, the facially deficient notice rendered it utterly ineffective as a termination of probationary employment under M.G.L. c. 31, § 34.

31. Therefore, and because the termination was ineffective, as of February 23, 2023, Mr. Sarkisian became a tenured employee of the NFD, whose employment could only be terminated for just cause. See M.G.L. c. 31, § 41.

32. On February 24, 2023, Mr. Sarkisian, through his counsel, issued a correspondence to Natick informing it of its unlawful actions. See, February 24 Correspondence to Natick, Exhibit 2.

33. The February 24 correspondence was addressed to Natick Town Administrator James Errickson with courtesy copies to Chief Ferschke and the Natick Select Board. Id.

34. Several weeks later, Chief Ferschke, on behalf of Natick, issued a correspondence to Mr. Sarkisian's counsel in which he attempted to cover up his illegal actions by attempting to extend Mr. Sarkisian's probationary period through the period in which Mr. Sarkisian was "enrolled in the Fire Academy, from March 7, 2022 to May 7, 2023." See, March 16 Correspondence to Tocci, Exhibit 3.

35. Chief Ferschke asserted (wrongly) that Mr. Sarkisian's "probationary period was tolled during that training at the Fire Academy" and that, therefore, Mr. Sarkisian's "probationary period ends on or about May 19, 2023." Id.

36. Curiously, Chief Ferschke cited to legal authorities standing for the proposition that a municipality had *the option* of deferring (in advance) the commencement of employment of a probationary firefighter, and therefore the commencement of a probationary period, until after the completion of the training period. Id.

37. The March 16 correspondence highlights the defendants' thoughtless and desperate attempt to hide their illegal actions as Chief Ferschke, in his January 31, 2023 termination notice to Mr. Sarkisian had confirmed that "you were hired by the Natick Fire Department on February 23, 2022. As part of the hiring process the first year (12 months) of your employment was considered probationary." Exhibit 1.

38. Moreover, various other human resources documents indicate that both Natick and Mr. Sarkisian considered Mr. Sarkisian's Natick employment to have commenced on February 23, 2022, meaning his probationary period expired on February 23, 2023.

39. Finally, on or about February 23, 2023, Chief Ferschke congratulated the three Natick firefighters who graduated from the Fire Academy with Mr. Sarkisian (with lower scores) on becoming full-time tenured firefighters.

COUNT I – VIOLATION OF M.G.L. c. 31, §§ 34 and 61

40. Mr. Sarkisian re-alleges and incorporates by reference paragraphs 1 through 39 of the Complaint.

41. Mr. Sarkisian, pursuant to M.G.L. c. 31, §§ 34 and 61, was hired as a "probationary" firefighter for a one-year period.

42. Natick considered his employment to have begun on February 23, 2022 and, therefore, his probationary period to last until February 23, 2023, when Mr. Sarkisian was to become a full-time tenured firefighter.

43. Mr. Sarkisian's employment, while subject to a one-year probationary period, could only be terminated during that period if his "conduct or capacity" or the "character or quality" of his work was "not satisfactory to the appointing authority."

44. Pursuant to M.G.L. c. 31 § 34, Natick could only terminate Mr. Sarkisian during his probationary period by providing him with written notice “stating in detail the particulars wherein his conduct or capacity or the character or quality of his work is not satisfactory.”

45. Natick failed to provide a statutorily required termination notice to Mr. Sarkisian during his probationary period.

46. Mr. Sarkisian became a full-time tenured firefighter on February 23, 2023.

47. Natick’s attempt to terminate Mr. Sarkisian on March 16, 2023 was ineffective.

48. Defendants’ illegal actions entitle Mr. Sarkisian to an equitable judgment ordering, among other things, that Natick reinstate him to his status as a full-time tenured firefighter as of January 31, 2023 as well as compensation for damages in an amount to be determined at trial.

COUNT II – DECLARATORY JUDGMENT

49. Mr. Sarkisian re-alleges and incorporates by reference paragraphs 1 through 48 of the Complaint.

50. Mr. Sarkisian, pursuant to M.G.L. c. 31, §§ 34 and 61, was hired as a “probationary” firefighter for a one-year period.

51. Natick considered his employment to have begun on February 23, 2022 and, therefore, his probationary period to last until February 23, 2023 when Mr. Sarkisian was to become a full-time tenured firefighter.

52. Mr. Sarkisian’s employment, while subject to a one-year probationary period, could only be terminated during that period if his “conduct or capacity” or the “character or quality” of his work was “not satisfactory to the appointing authority.”

53. Pursuant to M.G.L. c. 31 § 34, Natick could only terminate Mr. Sarkisian during his probationary period by providing him with written notice “stating in detail the particulars wherein his conduct or capacity or the character or quality of his work is not satisfactory.”

54. Natick failed to provide a statutorily required termination notice to Mr. Sarkisian during his probationary period and Mr. Sarkisian is entitled to a declaratory judgment to that effect.

55. Mr. Sarkisian became a full-time tenured firefighter on February 23, 2023 and Mr. Sarkisian is entitled to a declaratory judgment to that effect.

56. Natick’s attempt to terminate Mr. Sarkisian on March 16, 2023 was ineffective and Mr. Sarkisian is entitled to a declaratory judgment to that effect.

COUNT III – VIOLATION OF CHAPTER 149, § 185

57. Plaintiff repeats and incorporates by reference the allegations contained in Paragraphs 1-56 of the Complaint.

58. Mr. Sarkisian objected to and resisted the fraudulent and/or illegal practices of the NFD which were dictated by his superiors, including Chief Ferschke.

59. In particular, Mr. Sarkisian objected to the defendants’ practice of coercing NFD EMTs to falsely certify that a Paramedic performed an ALS assessment when no such assessment was performed, despite the fact that EMTs are not authorized to so certify.

60. This fraudulent practice was a revenue raiser by the NFD as it caused insurers to pay Natick for services that were never rendered.

61. Mr. Sarkisian objected to this practice, much to the consternation of NFD leadership.

62. Defendants, in retaliation for Mr. Sarkisian objecting to the illegal practice, terminated Mr. Sarkisian's employment on January 31, 2023.

63. Mr. Sarkisian suffered damages as a result of the defendants' illegal actions in an amount to be determined at trial.

PRAYERS FOR RELIEF

WHEREFORE, the Plaintiff requests that this Court order the following:

- a) Enter judgment for the Plaintiff and against the Defendants on all counts of his Complaint;
- b) Enter a declaratory judgment on Count II of his Complaint declaring:
 - i. Natick failed to provide a statutorily required termination notice to Mr. Sarkisian during his probationary period;
 - ii. Mr. Sarkisian became a full-time tenured firefighter on February 23, 2023;
 - iii. Natick's attempt to terminate Mr. Sarkisian on March 16, 2023 was ineffective.
- c) Provide equitable relief on Counts I and II of his Complaint, ordering Natick to reinstate Mr. Sarkisian to the NFD effective January 31, 2023;
- d) Award the Plaintiff an amount of money which will fairly compensate him for his damages, including emotional distress, humiliation and damage to his reputation and earning capacity;
- e) Order that the Defendants pay the Plaintiff's cost and attorney's fees resulting from this action;
- f) Award such other and further relief as the Court deems just and proper to make the Plaintiff whole.

MR. SARKISIAN DEMANDS A JURY TRIAL ON ALL CLAIMS SO TRIABLE

Respectfully submitted,

SKYLER SARKISIAN,

By his attorneys,

/s/ John F. Tocci

John F. Tocci, Esq., BBO# 562139

Rebecca Royer, Esq., BBO# 692337

Tocci & Lee, LLC

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Westwood, MA 02090

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jtocci@toccilee.com

rroyer@toccilee.com

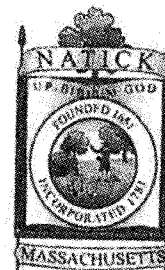
Dated: May 31, 2023

Exhibit 1



NATICK FIRE DEPARTMENT

22 EAST CENTRAL STREET, NATICK, MASSACHUSETTS 01760



JASON P. FERSCHKE
CHIEF OF DEPARTMENT
508-647-9559
JFERSCHKE@NATICKMA.ORG

January 31, 2023

HAND DELIVERED
FF Skylar Sarkasian

FF Sarkasian,

You were hired by the Natick Fire Department on February 23, 2022. As part of the hiring process the first year (12 months) of your employment was considered probationary. At this time the Natick Fire Department is exercising our right to end your employment before the expiration of your probationary period. Enclosed is your final pay check which includes any benefit time owed to you. We will need to take back any Town owned property including your ID cards & badge.

Respectfully,

A handwritten signature in black ink, appearing to read "JPF".

Jason P. Ferschke
Chief of Department

Cc: File

Dorothy Blondiet, Natick Human Resources Director
Derek Dupree, President Local 1707

Exhibit 2

CONFIDENTIAL



February 24, 2023

VIA ELECTRONIC MAIL: JERRICKSON@NATICKMA.ORG

James Errickson, Town Administrator
Town of Natick
Town Offices
13 East Central Street
Natick, MA 01760

Re: Skyler Sarkisian

Dear Mr. Errickson:

This office represents Firefighter/Emergency Medical Technician Skyler Sarkisian in connection with his employment with the Natick Fire Department ("NFD"). Please direct any communication regarding Mr. Sarkisian to my attention at this firm's Westwood offices. We understand that the Town of Natick ("Natick") attempted to terminate Mr. Sarkisian's employment on January 31, 2023. As explained herein, Natick's purported termination of Mr. Sarkisian's employment on January 31, 2023, was unlawful and, therefore, ineffective. On behalf of Mr. Sarkisian, we demand his immediate reinstatement, retroactive to January 31, 2023, and payment of all wages and reinstatement of all benefits from that date forward.

The NFD, under the leadership of retired Fire Chief Michael P. Lentini, hired Mr. Sarkisian on February 23, 2022. At the time of his hire by the NFD, Mr. Sarkisian held a B.S. in criminology from Florida Southern College (where he captained the NCAA men's lacrosse team), held an Emergency Medical Technician ("EMT") certification and had scored a 98 on the Civil Service Exam. Chief Lentini sponsored and directed Mr. Sarkisian to attend the Massachusetts Fire Academy ("Academy") in Stow, MA. Mr. Sarkisian graduated from the Academy on May 20, 2022 with exceptionally high marks. In fact, he received more points at the Academy than the other three Natick firefighters hired with him.

Mr. Sarkisian, pursuant to M.G.L. c. 31, §§ 34 and 61, was hired as a "probationary" firefighter for a one-year period, through February 23, 2023. Mr. Sarkisian's employment, while subject to a one-year probationary period, could only be terminated during that period if his "conduct or capacity" or the "character or quality" of his work was "not satisfactory to the appointing authority." Mr. Sarkisian's tenure with the NFD was marked by success and growth. During the course of Mr. Sarkisian's employment, he received no negative feedback *whatsoever* about the performance of his EMT or firefighter duties. His conduct or abilities were never questioned and the quality of his character was never doubted.

In fact, and most troubling for Natick, the sole criticism ever offered to Mr. Sarkisian during the course of his employment was on January 18, 2023, less than two weeks before his unlawful termination. On that date, Firefighter/Paramedic John Georges ("Mr. Georges") directed Mr. Sarkisian to certify that a Paramedic had performed an Advanced Life Support ("ALS") assessment on a patient when no such assessment was performed. In fact it was common practice

James Errickson, Town Administrator
February 24, 2023
Page 2 of 4

in Natick to coerce EMTs to certify that a Paramedic performed an ALS assessment when no such assessment was performed, despite the fact that EMTs are not authorized to so certify. This practice was a revenue raiser by the NFD as it caused insurers to pay Natick for assessment services that were never rendered. Mr. Sarkisian objected to this practice, much to the consternation of Mr. Georges and, obviously, NFD leadership.

Certainly, the temporal proximity of Mr. Sarkisian's termination – just two weeks later – by Fire Chief Jason P. Ferschke ("Chief Ferschke") raises questions regarding the basis for his termination. The frantic manner of Mr. Sarkisian's employment termination is, in fact, indicative of an ill-considered and haphazard decision-making process.

On January 31, 2023, Mr. Sarkisian was assigned to work the third shift as an EMT on Engine 4 at the West Natick Fire Station. On this date, in a shocking disregard of public safety, Deputy Fire Chief John Austin ("Deputy Chief Austin") refused to dispatch Mr. Sarkisian's Engine 4 to two different medical emergency calls – despite the fact that Engine 4 was the nearest available company – apparently in order to keep Mr. Sarkisian in the West Natick Fire Station to allow Chief Ferschke to hand him a termination letter at the Chief's convenience.

In addition to this concerning disregard of public safety, the actual termination of Mr. Sarkisian's employment had no indicia of professionalism or any attempt to comply with applicable laws. Mr. Sarkisian, upon the arrival of Chief Ferschke, was pulled into a terse meeting with Chief Ferschke and Deputy Chief Austin by Mr. Georges. Chief Ferschke was the only meeting attendee to speak, making assertions about a "hard decision" and "exercising his right" before handing Mr. Sarkisian a letter that: 1) misspelled both his first and last names; 2) did not include his address; and 3) complied with no known business letter format, employing no salutation and utilizing odd and uneven spacing between lines and punctuation. See Exhibit 1.

More concerning than the slipshod appearance of the letter, however, was the content – or lack of content. Despite the *requirement* of M.G.L. c. 31, § 34, that Mr. Sarkisian's employment only be terminated for *unsatisfactory performance*, Chief Ferschke asserted that it was the NFD's *absolute right* to terminate prior to the end of Mr. Sarkisian's probationary period without cause, effectively – and unlawfully – treating Mr. Sarkisian as an "at-will" employee. Chief Ferschke provided no reason whatsoever for the termination, despite the statutory requirement that such written notice to terminate a probationary employee's employment state "*in detail the particulars wherein his conduct or capacity or the character or quality of his work is not satisfactory, whereupon his service shall terminate.*" See M.G.L. c. 31, § 34 (emphasis added). Accordingly, the facially deficient notice renders it utterly ineffective as a termination of probationary employment under M.G.L. c. 31, § 34. Therefore, as of February 23, 2023, Mr. Sarkisian is a tenured employee of the NFD, whose employment can only be terminated for just cause. See M.G.L. c. 31, § 41.

In light of the above, Mr. Sarkisian demands immediate reinstatement to his now-tenured position with the NFD retroactive to January 31, 2023, along with back pay and other earnings and benefits of which he was deprived due to the NFD's clear violation of the statutory

James Errickson, Town Administrator
February 24, 2023
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framework governing probationary civil service employees. The NFD's failure to do so will force Mr. Sarkisian to seek alternative relief from the NFD's unlawful conduct. Pursuant to M.G.L. c. 149, § 52C, I hereby request that Natick deliver a complete copy of Mr. Sarkisian's personnel file to my attention. The Massachusetts Personnel Records Law construes the definition of "personnel record" quite broadly, and the definition includes all electronic or paper records relating to promotion, demotion, discipline, and termination, including e-mails and notes. Pursuant to M.G.L. c. 149, § 52C, Natick has five business days within which it must produce complete copies of all documents constituting Mr. Sarkisian's personnel records. Please deliver the records to my attention at this Firm's Westwood office.

Moreover, litigation between Mr. Sarkisian and Natick (and, possibly, one or more members of Natick's leadership team) is a distinct possibility. Therefore, having been apprised of possible litigation, Natick is now under a legal duty to preserve all evidence, whether printed or electronic that might become relevant to this matter.

Pursuant to the rules of civil procedure, every party to a lawsuit has a duty to preserve all evidence which could be relevant to the suit. This duty to preserve evidence is broad and extends to all documents, regardless of whether the document is stored electronically (such as e-mail) or in hard-copy, and regardless of the type of document. For example, reports, spreadsheets, photographs and videotapes are all considered documents that must be preserved. Natick is required to take the following steps to protect and preserve any information that is in its possession or under its control until further notice.

1. To ensure that all relevant documents are preserved, you should communicate directly with all Natick employees or agents whom you reasonably believe to have possession or control of potentially relevant evidence. This includes any and all employees who may have interacted with Mr. Sarkisian in any way, those who have knowledge of information regarding his employment terms, performance, and termination of employment, and personnel who deal with e-mail retention, deletion, and archiving. You should advise each of these employees to preserve any relevant documents in their custody. Furthermore, you should advise all such persons that any regularly scheduled and/or automatic deletion of e-mail or other electronic documents must be discontinued with respect to any relevant data. In addition, any document destruction (such as shredding of documents) must cease with respect to any relevant documents. All relevant documents, both electronic and paper, must be preserved for the duration of this litigation.
2. Suspend the deletion, overwriting, or any other destruction of electronic information relevant to this dispute. This includes electronic information wherever it is stored. It includes all forms of electronic communication: e-mail, word processing, voice messages, videos, photographs, and information in any stored location. This electronic information must be preserved so that it can be retrieved at a later time. The information must be preserved in its original electronic form, so that all information contained within it, whether visible or not, is also available for inspection.

James Errickson, Town Administrator
February 24, 2023
Page 4 of 4

3. Similarly, preserve any new electronic information that is generated after you receive this letter that in any way relates to Mr. Sarkisian.
4. Preserve any hard copies of the foregoing information.

I await Natick's prompt reply.

Sincerely,



John F. Tocci

Enclosure

cc: Client
Dorothy Blondiet, Director of Human Resources (dblondiet@natickma.org)
Fire Chief Jason P. Ferschke (jferschke@natickma.org)
Derek Dupre, President, International Association of Firefighters, Local 1707
(president@natickfire.org)
Natick Select Board (selectboard@natickma.org)

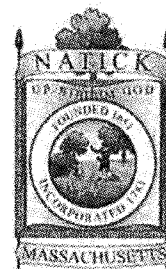
Exhibit 3



NATICK FIRE DEPARTMENT

22 EAST CENTRAL STREET, NATICK, MASSACHUSETTS 01760

JASON P. FERSCHKE
CHIEF OF DEPARTMENT
508-647-9559
JFERSCHKE@NATICKMA.ORG



March 16, 2023

VIA EMAIL AND VIA OVERNIGHT MAIL

jtocci@toccilee.com

Skyler Sarkisian
c/o Attorney John Tocci
Tocci & Lee, LLC
355 Providence Highway
Westwood, MA 02090

Dear Mr. Sarkisian:

This letter is to follow up on to the January 31, 2023 Notice letter in which your probationary employment with the Natick Fire Department ("Department") was ended, prior to the end of your probationary period, in accordance with M.G.L. c. 31, section 61.

Since that time period, your attorney has emailed and written the Town Administrator and the Select Board of the Town of Natick inquiring about your status. Please note that under the M.G.L. c. 48, section 42, I am a strong chief, with absolute authority over the Department. Neither the Town Administrator nor the Select Board have any authority over your employment with the Department.

In accordance with my powers, and consistent with M.G.L. c. 31, section 34, I am hereby reaffirming my decision to end your employment with the Department because after almost one year on the job, you have demonstrated the following serious deficiencies: inability to safely perform the essential functions of the job of Firefighter; inability to successfully complete assigned tasks of as a Firefighter; lack of demonstrated proficiency of the basic skills of a Firefighter. These reasons are detailed in the feedback from various Department supervisors, and are set forth in your personnel file. A copy of your personnel file was delivered to your attorney on or about March 2, 2023.

In addition to the reaffirmed termination, please note that, while your initial hire date was February 23, 2022, you were thereafter enrolled in the Fire Academy, from March 7, 2022, until May 20, 2022. As a result, and because during the period of February 23, 2022 to May 7, 2022 you were in Department training, you were not performing the duties of a Firefighter until after

you successfully completed the Fire Academy.¹ Therefore your probationary period was tolled during that training and Fire Academy period, and your probationary period ends on or about May 19, 2023.

Respectfully,



Jason P. Ferschke
Chief of Department

cc: File
Jamie Errickson, Natick Town Administrator
Dorothy Blondiet, Natick Human Resources Director
Derek Dupree, President Local 1707

¹ M.G.L. c. 31, section 61, “a person shall actually perform the duties of such position on a full-time basis for a probationary period of twelve months before he shall be considered a full-time tenured employee in such position”; Brookline v. Smith, 58 Mass App. Ct. 813 (2003); See also Dejesus v. Lowell, 2014 WL 11497930 (where newly appointed firefighters are required to complete training, including the Fire Academy, prior to performing the duties of a firefighter, their probationary period may be tolled).