

**EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF EAST BRIDGEWATER
AND PATRICK FRANEY, BUILDING COMMISSIONER**

This agreement ("the agreement") is entered into as of July 1, 2021 between the Town of East Bridgewater, Massachusetts (the "Town or Employer") And Patrick Franey ("Building Commissioner") in accordance with the provisions of General Laws, c. 143 § 3.

WITNESSETH:

WHEREAS the Board of Selectmen desires to employ the services of Patrick Franey as the Building Commissioner of the Town of East Bridgewater.

WHEREAS according to MGL, c. 143 § 3 The Board of Selectmen shall employ and designate a Building Commissioner for such services;

WHEREAS it is the desire of the Board to contract for the salary and benefits of said Building Commissioner;

WHEREAS it is the desire of the Board to retain the services of the commissioner, and to provide an inducement for him to remain in such employment; and

WHEREAS Patrick Franey agrees to accept continued employment as a Building Commissioner of said Town.

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

Section I. Functions and Duties of the Building Commissioner

The Town hereby offers employment to Patrick Franey as a Building Commissioner of said town, and the Building Commissioner accepts said offer of employment.

The Building Commissioner shall be responsible for administering and enforcing the state building code as well as c. 22 § 13A and the rules and regulations made under the authority thereof. The Building Commissioner shall be under the general supervision of the Town Administrator and shall keep the Town Administrator informed regarding all projects, initiatives and serious issues that may arise. The Building Commissioner shall also be responsible for supervision of all staff assigned to or working in the Building / Planning Department, including but not limited to all employees of the Zoning Board, Planning Board, inspectors, and administrative staff. The Building Commissioner shall also be the lead facilitator of the Technical Review Committee.

The Building Commissioner shall be charged with the enforcement of the towns zoning bylaw's according to MGL c. 40 A §7.

The Building Commissioner shall be responsible for the operation of the Building Department.

Section II. Term

The terms of this agreement shall commence on July 1, 2021. The terms and conditions of this agreement shall remain in force and effect until June 30, 2024.

Section III. Separation / Non-Renewal

During the term of this agreement, the parties agree that the Building Commissioner may not be disciplined, suspended, or removed from office during his term except for just cause and after a hearing.

In the event the Building Commissioner voluntarily resigns his position with the Town before the expiration of the term of employment provided for herein, then he shall give the Town 90 days in advance notice unless the parties agree otherwise.

The Board of Selectmen will provide written notification as provided herein to the Building Commissioner, 90 days before the end of the contract period. If the board of selectmen does not intend to renew this agreement with the terms, conditions, compensation, and benefits, equal to or exceeding this agreement.

The Board of Selectmen and Building Commissioner, if mutually agreed, shall enter into negotiations for the terms of a new contract (4) months prior to the expiration of this contract.

Section IV. Salary

- A. The Town agrees to pay the Building Commissioner for services rendered under this agreement, an annual base salary of \$87,167 subject to applicable withholdings and deductions effective July 1, 2021 and continuing through June 30, 2022. Payable in installments at the same time as other employees of the town are paid.
- B. The Town agrees to pay the Building Commissioner for services rendered under this agreement, an annual base salary of \$88,910, reflecting a 2% increase over the prior fiscal year. In addition to this increase, the Building Commissioner shall be eligible to receive an additional 3% increase in annual base salary on July 1, 2022, if he meets mutually agreed to performance goals and standards

established by the Board of Selectmen and Building Commissioner. Subject to applicable withholdings and deductions effective July 1, 2022 and continuing through June 30, 2023, Payable in installments at the same time as other employees of the town are paid.

- C. The Town agrees to pay the Building Commissioner for services rendered under this agreement, an annual base salary increase of 2% over the prior fiscal year. Subject to applicable withholdings and deductions effective July 1, 2023 and continuing through June 30, 2024, Payable in installments at the same time as other employees of the town are paid.

Section V. Hours of Work

Building Commissioner agrees to devote the amount of time and energy which he determines is reasonably necessary for the Building Commissioner to faithfully perform the duties of the Building Commissioner under and within his contract. Due to the unique nature of the Building Department function, it is understood and agreed that in order to properly perform the job required, the Building Commissioner may have to expend additional time beyond the normal workday, and the Building Commissioner agrees to do the same as required. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, it's rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

However, the Building Commissioner may adjust his schedule taking into account such extra time as long as the same does not interfere with the obligations to perform his duties. No "compensatory" time may be accrued.

Section VI. Health insurance, Vacation, Holidays, Sick Leave, Funeral Leave, and Disability

- A. The Town shall provide the Building Commissioner a health insurance policy, similar to other Town employees. The Town shall pay the percentage of the premium, and the Building Commissioner shall pay the portion of the premium in accordance with the policy the Building Commissioner shall select from those offered by the town under the group insurance commission.
- B. The Building Commissioner is eligible for the health insurance plan and if decides to waive participation shall receive an annual stipend of \$1500.
- C. The Building Commissioner shall be granted (15) days paid vacation per contract year. The Building Commissioner shall be allowed to carry over any unused portion or submit for reimbursement up to five days of unused vacation time remaining to his credit. If the Building Commissioner has accrued more than (5)

days of unused vacation time, he may apply to the appointing authority for approval to carry over or submit for reimbursement a greater amount of unused time.

- D. Building Commissioner shall receive the same holiday, sick leave, personal time and emergency leave as specified in the personnel By-Laws of the Town.
- E. Upon the death or retirement of the Employee, his estate, in addition to all the other benefits, shall be paid for all accrued vacation leave as calculated as of the last day of his retirement or death and at his then applicable rate. Upon death or retirement of the Employee, the Town shall compensate the Employee or his estate for unused sick leave, according to the language of this agreement.

Section VII. Professional Development / Expenses

- A. The Town shall pay costs related to appropriate continuing education and professional development licensure and certifications. The Town shall pay costs related to education courses, seminars, and meetings as deemed appropriate to the position of Building Commissioner and subject to the approval of the Town Administrator and available funding. The Town shall pay annual membership dues for applicable professional organizations and affiliations.
- B. Time with pay shall be given to the Building Commissioner to allow participation in appropriate Building related meetings, conferences, association memberships, and programs or any other organizational participation or training as the Town Administrator shall approve. Funds will be budgeted each year to cover the Building Commissioners expense in attending such events. It is understood that the funds available may not cover the full cost of attending given program, and that, in some cases, no funds available.
- C. The Town shall reimburse the Patrick Franey, Building Commissioner four hundred dollars (\$400) per quarter (total of a \$1600 per year) for work related milage and use of his personal truck for Town business.

VIII. Indemnification

The Town shall provide indemnification in legal defense for the Building Commissioner in accordance with the general laws, C. 258. To the extent not otherwise prohibited by the law said indemnification in legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Building Commissioner, so long as the Town should have been otherwise obligated to provide indemnification in legal defense Had the term not expired or employment not have been terminated. The Building Commissioner shall, as a condition of said indemnification and other legal defense, cooperate with the town,

it's attorneys and agents in all the matters relating to said claim. The Town, during the term of agreement, will maintain adequate professional liability insurance for the employee in connection with his performance of duties as the Building Commissioner. (This provision shall survive any termination of this agreement concerning acts or omissions while serving as a Building Commissioner.)

IX. Other Benefits

- A. This agreement shall constitute the entire Agreement between the parties except to the extent that other documents are referred herein, which documents shall be deemed to be incorporated by reference herein.
- B. This agreement shall prevail over any conflicting personnel provisions of the Town Bylaws.

X. Notices

Notices pursuant to this agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. under this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

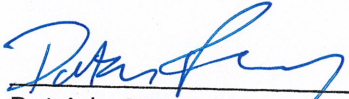
- 1. Town:
The Board of Selectmen
Town of East Bridgewater
175 Central Street
East Bridgewater, MA 02333
- 2. Employee:
Patrick Franey

XI: General Provisions.

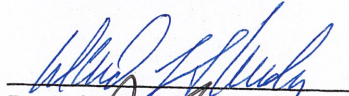
- A. The text herein shall constitute the entire agreement between the parties.
- B. The Building Commissioner and the Board of Selectmen agree that this agreement supersedes the Town's Personnel Bylaw.
- C. If any provision, or any portion thereof, contained in the agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or part or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

- D. For the purposes of the Fair Labor Standards Act, the Building Commissioner shall be an "exempt employee."

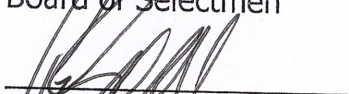
IN WITNESS WHEREOF, The Town of East Bridgewater Massachusetts, has caused this agreement to be signed and executed on its behalf by its Board of Selectmen and it's duly attested by its Town Clerk, and the Building Commissioner has signed and executed this agreement, both in duplicate.


Patrick Franey
Building Commissioner

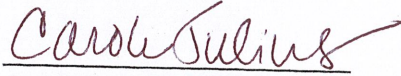
8-30-21
Date


David Sheedy, Chairman
Board of Selectmen

8/30/21
Date

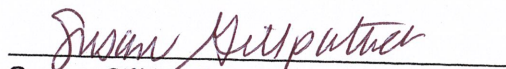

Peter Spagone Jr., Vice Chairman
Board of Selectmen

8/30/21
Date


Carole Julius, Clerk
Board of Selectmen

8/30/21
Date

Attest to Signature:


Susan Gillpatrick, Town Clerk

Date: 8/31/21

Approved as to Form

Town Counsel

Date: _____