

**Employment Agreement between the Town of East Bridgewater
&
John B. Haines, Director of Public Works**

This Agreement sets forth the salary, terms and conditions of employment between John B. Haines, hereinafter referred to as the “Director” or the “Employee,” and the Town of East Bridgewater, acting through its Select Board, hereinafter referred to as the “Employer” or the “Town.” For the purposes of this Agreement, the Employee and the Town of East Bridgewater, Select Board are also hereinafter referred to as the “Parties.”

1.) **Terms and Conditions:**

- a. This employment agreement’s term is **July 1, 2024 –June 30, 2026**
- b. In the event the Employee desires to resign from the position of Director of Public Works before the expiration of the terms of employment, the employee will provide at least two months’ notice in advance to the East Bridgewater Select Board through the Town Administrator unless the parties agree otherwise.
- c. The Select Board will provide written notification through certified U.S. mail to the Employee ninety (90) days prior to the end of the contract period if the Select Board does not intend to renew this Agreement with the terms, conditions, compensation, and benefits, equal to or exceeding this Agreement. Should the Select Board fail to provide at least ninety (90) days’ notice of non-renewal, the Employee shall receive a lump sum payment equivalent to four (4) weeks’ salary as severance pay. Said severance pay shall be the sole remedy in the event of non-renewal of this Agreement. The acceptance by the Employee of the severance pay and/or benefits provided hereunder shall constitute a complete and full release of any other rights, claims or causes of action, whether in law, equity or otherwise, the Employee may have against the Employer, its officers, agents, officials or employees.
- d. **Suspension:** Employer may suspend the employee for cause, without pay, at anytime during the term of this Agreement. Paid administrative leave shall not be considered a suspension under this Agreement, and the Employer retains the right to place the employee on such leave for any reason. Prior to imposing a suspension without pay, the Director of Public Works shall be provided with notice of reason for such suspension and an opportunity to request a hearing to consider whether cause exists to support said unpaid suspension.
- e. **Termination:** The Director of Public Works may be removed by the Select Board for cause after a hearing, “Cause” under this Agreement shall be defined as failure to meet performance goals or serious misconduct in violation of any law or Town Policy, whether such misconduct occurs on or off duty.

2.) **Compensation:** The Director of Public Works shall receive annual compensation as follows:

- Effective - July 1, 2023 – June 30, 2024 shall be \$3,138.52 per week (equal to \$163,203.05 annualized)
- Effective – July 1, 2024 – June 30, 2025, shall be \$3,201.29 per week (equal to \$166,467.11 annualized)

- Effective – July 1, 2025 – June 30, 2026, shall be \$3,265.32 per week (equal to \$169,796.45 annualized)

It is agreed that the Director is not eligible for longevity payments and shall possess and keep current the following required licenses and certifications:

- Massachusetts Pesticide Commercial Applicators License category “00.”
- Massachusetts Drinking Water Supplier Distribution license Grade 2
- Massachusetts Certified Arborist
- Massachusetts Construction Supervisors License

The Town shall pay costs related to appropriate continuing education & professional development licensure & certifications.

The Town shall pay costs related to educational courses, seminars, and meetings as deemed appropriate to the position of Director of Public Works and subject to available funding.

The Town shall pay annual membership dues for applicable professional organizations & affiliations.

- 3.) Hours of Works: The Director of Public Works agrees to devote the amount of time and energy deemed reasonably necessary for the Director to perform the duties of the Director of Public Works, as identified in the attached position description. Due to the unique nature of the municipal public works management function, it is understood and agreed that in order to perform the job as required properly, the Director may have to expend additional time beyond the normal workday, and the Director agrees to do the same as required. It is acknowledged that the position is one of Executive/ Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said time. However, the Director may adjust his schedule taking into account such “extra” time as long as the same does not interfere with obligations to perform his duties.
- 4.) Vacation: The Director shall be granted paid vacation leave in the amount of four weeks (160 hours) per year.
 - a. Vacation time may be carried over from one year to the next year, to a maximum of two weeks (80 hours).
 - b. Upon retirement, resignation, or death of the employee, the estate will be paid the amount of all unused vacation time.
 - c. Vacation credit to employee accruals shall be made on July 1st of each contract year in full.
- 5.) Sick Leave: Sick leave shall accrue at the rate of 1.25 days per month.
 - a. The Director shall be entitled to receive during the last pay period in December of each year, reimbursement for those sick leave days accumulated in excess of 120 days up to a maximum of thirty (30) days. Reimbursement will be computed at seventy-five

percent (75%) of the employee's regular per diem wage during the final pay period in December.

- b. The Director is allowed to use up to 5 days per year in cases of serious injury to a member of the immediate family with the Town Administrator's approval.
- c. The employee may be required to provide a physician's certificate of health after three days of absence or after a series of repeated illness during the year.
- d. The Director shall upon retirement or death be reimbursed for all unused sick time at the following rate: pursuant to M.G.L. Chapter 32 will be entitled to receive salary compensation of Fifty percent (50%) of unused accumulated sick time or seventy (70) days whichever is lesser. In the case of death, payment shall be made to the deceased employees' estate, with payment calculated at the current daily rate of pay. Sick days in excess of 120 remain subject to an annual buyback not to exceed thirty (30) days.

6.) Holidays: The Employee shall receive paid holidays as specified:

½ Day before New Year's Day	New Year's Day
Martin Luther King Day	Presidents Day
Patriots Day	Memorial Day
	Juneteenth
Independence Day	Labor Day
Columbus Day	Veteran's Day
½ Day before Thanksgiving	Thanksgiving Day
Day after Thanksgiving	Christmas Eve Day
Christmas Day	

- 7.) Insurance Benefits: The Director shall be eligible to participate in any insurance plan offered to the other Town employees at the same rates and benefits levels available to those employees.
- 8.) Jury Leave: The Employer agrees to make up the difference between the weekly wages and the compensation received for jury duty.
- 9.) Bereavement Leave: The Employee shall be granted paid bereavement leave as specified:
 - a) In the event of the death of a spouse, child, mother, father, sister or brother, the director will be granted five (5) days of leave without loss of pay.
 - b) In the event of the death of a mother-in-law, father-in-law, grandparent or grandchild the Director will be granted three (3) days of leave without loss of pay.
 - c) In the event of the death of an aunt, uncle, brother-in-law, sister-in-law, niece or nephew the Director shall be granted one (1) day off without loss of compensation.
- 10.) Personal Leave: The Director shall be granted three (3) days of personal leave per year.
- 11.) Clothing Allowance: The Director of Public Works shall receive \$1,000.00 per year as a clothing allowance to be used at his discretion.
- 12.) Automobile: The Town shall provide the Director of Public Works a vehicle. The vehicle shall be used by the Director of Public Works in the performance of his duties, including, but not limited to his professional growth and development. Because the Director of Public

Works is “on-call” in the event of an emergency, the Director of Public Works is also authorized to use this vehicle for limited incidental and personal use.

- 13.) Other Benefits: The Town will provide the Director with the following additional benefits as are conferred upon other Town employees, including workers' compensation, paternity leave, leave of absence, and approved leave(s) with or without pay as approved by the Town.
- 14.) Performance Review: The Board, through the Town Administrator may conduct an annual performance review, the terms and conditions of which shall be negotiated and agreed upon prior to the implementation of said review. Any changes in terms, conditions, or process of this performance review shall be subject to negotiation and mutually agreed upon prior to the implementation of said changes. Failure to perform this optional performance review shall not prejudice the Town in any way.
- 15.) Miscellaneous: Upon death or retirement of the Employee, or his estate, in addition to all other benefits, shall be paid for all accrued vacation leave as calculated as of the 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.
- 16.) Indemnification: The Employer shall defend, save harmless and indemnify the Employee 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 the employee’s duties as Director of Public Works and consistent with state law. The Town will settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Willful torts and criminal acts are excluded, pursuant to state law.
- 17.) Severability: If any of the terms or provisions of this contract are found contrary to law, all other terms and provisions shall be given full force and effect.

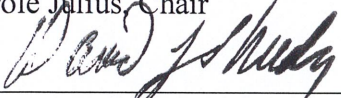
IN WITNESS WHEREOF, The Town of East Bridgewater, Massachusetts, has caused this Agreement to be signed and executed on its behalf by its Select Board and duly attested by its Town Clerk, and the Director has signed and executed this Agreement, both in duplicate.

TOWN OF EAST BRIDGEWATER
Acting by and through its Select Board

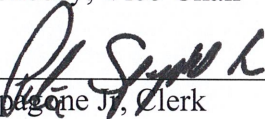
DIRECTOR



Carole Julius, Chair



David Sheedy, Vice-Chair



Peter Spagnone Jr., Clerk

Date:

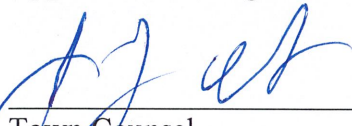
July 5, 2023

Attest to Signature:



Kathleen Cavanagh, Interim Town Clerk

Approved as to Legal Form



Town Counsel

Date:

7/19/23


John B. Haines

Date:

July 5, 2023