

# ***EMPLOYMENT CONTRACT***

**Town Administrator  
Town of Hanson, Massachusetts**

This *AGREEMENT* is made pursuant to M.G.L. c. 41, § 108N between Rene' J. Read, 261 Franklin Street, Duxbury, Massachusetts 02332 ("Mr. Read" or "Town Administrator") and the Town of Hanson ("Town"), acting by and through its Board of Selectmen ("Board").

In consideration of and for the reasons set forth hereinafter, the parties agree as follows:

## **SECTION I – EMPLOYMENT/HOURS OF WORK**

The Town agrees to employ and Mr. Read agrees to accept employment as Town Administrator.

The Town Administrator will perform all of the duties and be subject to all of the restrictions, qualifications and limitations set forth in the General Laws of the Commonwealth of Massachusetts, the Hanson General By-Laws, the Hanson Town Charter, and the Hanson "Town Administrator Act" (attached as Exhibit A) as they may, from time to time, be amended. The Town Administrator shall perform such other duties and be subject to such other restrictions as the Board determines. In general, the Town Administrator shall have the responsibility to administer the activities of the Town of Hanson and direct its actions on a day-to-day basis. The Town Administrator shall not engage in any other gainful employment without the approval of the Board of Selectmen.

The Town Administrator will work at least forty(40) hours per week and, generally, he will be at work for all hours that the Town Hall is open to the public. The Town Administrator is also required to work more than Town Hall hours as reasonably necessary to perform his duties. In recognition of those weeks where he has to devote a great deal of time outside of Town Hall hours to perform his duties, he will be allowed to take reasonable time off from work during Town Hall hours, but this shall not constitute an agreement that the Town Administrator can accumulate and be compensated for compensatory time.

In the event a city or home rule charter is enacted or amended in accordance with Massachusetts General Laws Chapter 43 and a change in the form of government adopted, the Town Administrator shall continue to serve as Chief Administrative Officer of the Town of Hanson for the Contract term.

## **SECTION II - TERM OF EMPLOYMENT:**

This Agreement shall be for an initial term commencing December 14, 2009 and ending on June 30, 2013 subject, however, to prior termination as hereinafter provided. The benefits in this Agreement are based on a fiscal year and will be pro-rated for partial fiscal years.

There shall be one (1) automatic one year extension of the Agreement (July 1, 2013 through June 30, 2014) under the following conditions:

- A. Between April 1 and May 31, 2012, the Town Administrator notifies the Town in writing that the June 30, 2012 automatic one year extension date for the agreement is approaching.
- B. The Board fails to notify the Town Administrator in writing by June 30, 2012 of its intention not to automatically extend the agreement at the end of its term. ("no automatic extension"). The Board's notice may include a statement of the Board's willingness to attempt to negotiate a successor agreement without negating the notice of no automatic extension. Likewise, any subsequent negotiations shall not negate the notice of no automatic extension.
- C. If, by mutual agreement between the parties, the Town Administrator continues in office after the expiration of the initial term of the Agreement and/or the one year automatic extension and there is no successor Agreement, the Town Administrator shall continue to receive the salary in effect at the time.

### SECTION III - COMPENSATION

The Town agrees to pay the Town Administrator compensation at the rates per annum specified below and payable not less than bi-monthly, but at such lesser intervals if not bi-monthly that the Selectmen may, from time to time, determine.

(December 14, 2009 - June 30, 2011)	\$90,000.00
FY'12 (July 1, 2011 - June 30, 2012)	\$92,700.00
FY'13 (July 1, 2012 - June 30, 2013)	\$95,481.00

The Town Administrator is exempt from the provisions of the Fair Labor Standards Act and shall not be compensated for any extraordinary extended hours of work beyond those normally contemplated by this Agreement unless the Board of Selectmen vote approval of such additional compensation prior to the time that extraordinary or additional work is performed.

In addition to the foregoing, the Town Administrator shall be reimbursed for his actual out-of-pocket expenses in connection with his employment activities, including but not limited to travel and meals outside of the Town of Hanson, subject to verification by receipt and voucher of up to one thousand (\$1,000.00) Dollars per contract year. The Town Administrator shall also be reimbursed for the actual costs of attendance at conferences appropriate for him to attend as a Town Administrator of a municipality up to Five hundred (\$500.00) Dollars per contract year, and membership fees in associations appropriate for Town Administrators of municipalities up to Five hundred (\$500.00) Dollars per contract year subject to the same receipt and voucher procedure as applicable to general expenses. In any event, the total annual amount of

reimbursement for out-of-pocket employment expenses, attendance at conferences, and membership fees shall not exceed two thousand (\$2,000.00) Dollars unless previously authorized by the Board. The Town Administrator shall also be entitled to be reimbursed for his actual non-commuting mileage based upon voucher submission at the rate approved by the Board for Town employees. Receipt of the benefits identified in this paragraph shall be subject to appropriation and the Board shall make every effort to sufficiently fund these benefit amounts.

The Board shall provide the Town Administrator with a computer and printer, cellular phone and other equipment approved by the Board for use in carrying out the Town's business. Personal use will be allowed, subject to intermittent review by the Board that the personal use is reasonable and not interfering with the Town Administrator's performance of his duties for the Town. Said equipment will be returned to the Board upon the Town Administrator's conclusion of employment.

The Town Administrator shall be eligible to enroll in the Town's HMO Health Insurance Program with the Town contributing 90% (ninety percent) of the monthly premium cost for the individual plan and 80% (eighty percent) of the monthly premium cost for the family plan and the Town Administrator contributing the remainder of the premium and responsible for any other costs associated with the health insurance plan, including without limitation any co-pays and deductibles.

The Town will provide, at its expense, the standard life insurance that it provides to other employees under M.G.L. c. 32B. It shall make available to the Town Administrator dental insurance and deferred compensation plans on the same basis (no Town contribution) as they are made available to other employees.

The Town Administrator shall be entitled to participate in the Plymouth County Retirement System under the applicable statutory terms.

#### **SECTION IV – VACATION, HOLIDAYS, FUNERAL LEAVE, JURY DUTY, FAMILY AND MEDICAL LEAVE**

The Town Administrator shall begin his employment on December 14, 2009 with ten (10) days of paid vacation. He shall not accrue any additional vacation through June 30, 2010. He shall then be credited with twenty (20) days paid vacation during each year of employment beginning July 1, 2010. Vacation shall be approved by the Board of Selectmen Chairman during the contract year. The Town Administrator shall notify the Board of Selectmen as early as possible prior to the date of the intended vacation. The Town Administrator shall make reasonable efforts to consider the schedule of business of the Town of Hanson when setting vacation times and shall spread out the vacation weeks in a manner consistent with the necessity to fulfill his responsibilities as Town Administrator of the Town of Hanson.

The Town Administrator shall be entitled to carry over and accumulate at his discretion a maximum of five (5) paid vacation days not used in the prior fiscal year(s), including five(5) of the ten (10) days of vacation he is credited with on December 14, 2009.

The Town Administrator shall receive the following paid holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

The Town Administrator shall not be required to report to work on any paid holiday or any other day where the Town offices are closed per order of the Board due to inclement weather, unless the Board, through the Chairman, expressly requests or directs that he report to work due based on an emergency or unusual circumstance.

The Town Administrator shall be entitled to three (3) personal days annually as approved by the Board of Selectmen to attend to personal business or activities. The days shall not accumulate from fiscal year to fiscal year.

Upon the death of the Town Administrator's spouse or his children, the Town Administrator will be granted leave of 5 (five) working days without loss of pay. Upon death of the Town Administrator's mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, the Town Administrator will be granted leave of 3(three) working days without loss of pay.

In the event that The Town Administrator serves as a juror in a Federal Court or in the Courts of the Commonwealth, he shall receive from the Town the difference between his salary and the compensation he received for such jury services, exclusive of any travel or other allowance; provided, however, he shall receive his full pay for his first three days of service for the Commonwealth of Massachusetts.

The Town Administrator shall be provided Family Medical Leave and Military Leave pursuant to the law and in accordance with Town policies.

### SECTION IV(A) - SICK LEAVE

The Town Administrator will be allowed paid sick leave as needed for sickness or injury, subject to the following:

1. Paid sick leave shall be available for:

a. Illness or injury which renders the Town Administrator unable to perform the duties of the position; provided that sick leave shall not be available for work-related illness or injury incurred while working for the Town or a prior employer or for illness or injury resulting from the use of alcohol or non-prescribed drugs. However, if the Town Administrator is receiving worker's compensation from the Town, he will be paid as sick leave, for a period of no more than 6 (six) months, the difference between his regular pay and the worker's compensation payment.

b. Medical, optical or dental treatment when such treatment cannot be accomplished on off-duty hours.

c. Serious illness of the immediate family that requires the Town Administrator's personal attendance.

2. Sick Leave Administration -

a. The Town Administrator is required to keep an accurate attendance record for himself and provide it to the Board upon request.

b. The Board may determine whether sick leave has been used appropriately and take actions, including denial of paid sick leave and discipline, for sick leave abuse. The Board may require medical documentation from the Town Administrator's physician to verify that sick leave is being used appropriately. The Board may require an examination by a Town physician to determine whether sick leave is being used appropriately and/or whether the Town Administrator is fit to perform the duties of the position. The Board shall not be arbitrary or capricious in exercising its rights.

### SECTION V - INDEMNIFICATION:

Pursuant to Chapter 258, Section 9, the Town will indemnify the Town Administrator from personal financial loss, all damages and expenses, including legal fees and costs, if any in an amount not to exceed \$1,000,000 (one million dollars) arising out of any claim, action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of civil rights of any person under federal or state law, if

the Town Administrator, at the time of such intentional tort or such act or omission, was acting within the scope of his official duties or employment, except that he shall not be indemnified for violation of any such civil rights if he acted in a grossly negligent, willful or malicious manner. This section shall survive the termination of this Agreement or removal of the Town Administrator for the Town Administrator's acts or omissions that occurred during his tenure as Town Administrator.

**SECTION VI - PERFORMANCE EVALUATION:**

Beginning July 1, 2010, the Board shall review and evaluate the performance of the Town Administrator at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by the parties, and may be added to or deleted from as the Board may from time to time determine, in consultation with the Town Administrator. The Board shall provide the Town Administrator with a written statement of the findings of the Employer and provide an adequate opportunity for the Employee to discuss his evaluation with the Employer.

**SECTION VII - TERMINATION and SEVERANCE PAY:**

- A. The Board may take disciplinary action against the Town Administrator, up to and including dismissal, provided that there is just cause for the discipline. The Board must give notice to the Town Administrator of the contemplated discipline and an opportunity to be heard and the discipline must be approved by a majority vote of the Board members participating in the matter.

A timely notice by the Board not to extend the Agreement at the end of the initial term and/or after the automatic one year extension shall not constitute discipline.

- B. In the event that the Town Administrator is dismissed by the Board prior to the expiration of the term of this Agreement for reasons other than the misconduct of the Town Administrator, the Town agrees that it shall pay to the Town Administrator a severance payment equal to 6 (six ) months aggregate salary, as well as unused vacation time. The Agreement shall be deemed to be terminated upon dismissal and all rights and benefits shall cease, except for the entitlement to severance pay, unused vacation pay and post-removal indemnification.
- C. In the event that the Town Administrator voluntarily resigns his position as Town Administrator before the expiration of the term of this Agreement, the Town Administrator shall give the Town a minimum of 60 (sixty) days written notice in advance, unless the parties agree otherwise. The Town Administrator shall be entitled only to unused vacation time which, at the Board's discretion, he can be required or allowed to take during the notice period.

**SECTION VIII - REPRESENTATION OF TOWN ADMINISTRATOR:**

The Town Administrator represents that he is fully qualified without the benefit of any further training or experience to perform the duties of the position described hereinabove.

The Town Administrator represents that his application and resume submitted to the Board in pursuit of the position of Hanson Town Administrator is complete and accurate.

**SECTION IX - NOTICES:**

The Town Administrator agrees to provide the Board with his current address, both mailing and residential, and telephone numbers. Until such time as notices are provided to the Board a different address, notices with respect to this Agreement or any other obligation between the parties shall be conclusively deemed to have been served at the last stated address filed with the Board, and if no such address is filed, then with the address stated with respect to the address of the Town Administrator hereinabove.

All notices to the Town of Hanson shall be directed to the Chairman of the Board of Selectmen, 542 Liberty Street, Hanson, MA 02341.

**SECTION X - ENTIRE AGREEMENT:**

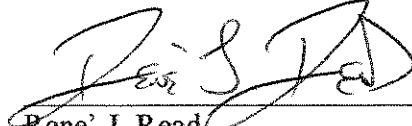
This is the entire Agreement between the parties. Any other Agreement between the parties made prior to, contemporaneously with or subsequent hereto shall not be binding upon them unless reduced to writing, dated and signed by both parties. This qualification shall not apply to those variations from the express terms of this contract which are expressly reserved to the Board by virtue of the language contained hereinabove.

SECTION XI - APPLICABLE LAW:

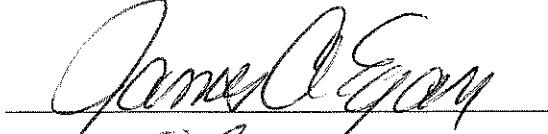
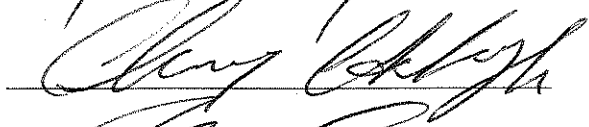

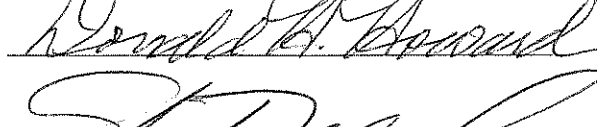
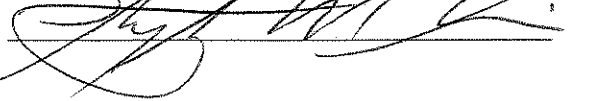
This Agreement, the interpretations thereof and the enforcement thereof, shall be governed by the laws of the Commonwealth of Massachusetts to the exclusion of the law of any other forum without regard to the jurisdiction in which any action or special proceeding may be instituted. If any provision, or any portion thereof, contained in this Agreement shall be determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.

The monetary items called for by this Agreement are subject to appropriation by Town Meeting.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on this 14<sup>th</sup> day of December, 2009.

  
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Rene J. Read,  
Town Administrator

Board of Selectmen,  
Town of Hanson

  
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