

**EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF SOUTHBRIDGE
AND
TOWN MANAGER MICHAEL F. McCALL
(2020)**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 30th day of July 2020, by and between the TOWN OF SOUTHBRIDGE, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Town Council, hereinafter called "Council," and MICHAEL F. MCCALL, hereinafter called "Town Manager", as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of Michael F. McCall as Town Manager of the Town of Southbridge;

WHEREAS, the Council, under Chapter 41, Section 108N of the General Laws may contract with the Town Manager for such services;

WHEREAS, it is the desire of the Council to contract for the salary and benefits of said Town Manager;

WHEREAS, it is the desire of the Council to obtain the services of the Town Manager, and to provide inducement for him or her to remain in such employment; and

WHEREAS, Michael F. McCall, agrees to accept employment as Town Manager 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 Town Manager

The Town hereby offers to employ Michael F. McCall as Town Manager of said Town, and the Town Manager accepts said offer of employment. The Town Manager shall be the Chief Administrative Officer of the Town. The Town Manager shall perform the duties specified in the Town Charter and such other duties as the Council shall from time to time legally assign to him or her. *D.M.M.*

SECTION II Term

This Agreement shall become effective September 8, 2020, and shall be in full force and effect until September 8, 2023. The Agreement shall be for a term of three (3) years, subject to Section XIV, and shall be binding on the Town in each year of its duration.

SECTION III Termination and Severance Pay

- A. The Council may terminate the Town Manager in accordance with Chapter 4, Section 4-6-1 of the Town Charter, which is incorporated herein by reference.
- B. In the event the Town Manager is terminated by the Town, or is requested to resign by the Council, prior to the expiration of the term of this Agreement, the Town agrees that it shall pay to the Town Manager a lump sum cash payment equal to nine (9) months aggregate salary, which amount shall be paid to the Town Manager on or before the effective date of termination of his employment; provided, however, that in the event the Town Manager is terminated for gross misconduct in office, the Town shall have no obligation to pay the aggregate severance sum provided for in this paragraph.
- C. In the event the Town Manager voluntarily terminates his position with the Town before the expiration of the term of this Agreement, the Town Manager shall give the Town two (2) months written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk.
- D. Upon termination of any kind, the Town will pay the Town Manager for any unused, accrued vacation time.
- E. Subsections B and D of this Section shall survive any termination of this Agreement.

SECTION IV Salary

- A. The Town agrees to pay the Town Manager for services rendered under this Agreement, a weekly base salary of Two Thousand Nine Hundred Eighty and 76/100 Dollars (\$2,980.76), which, if annualized, would equal One Hundred Fifty-Five Thousand Dollars (\$155,000.00), subject to applicable withholdings and deductions, effective September 8, 2020, and continuing through September 8, 2021, payable in installments at the same time as other employees of the Town are paid.
- B. The Town agrees to pay the Town Manager for services rendered under this Agreement, a weekly base salary of Three Thousand Forty and 38/100 Dollars (\$3,040.38), which, if annualized, would equal One Hundred Fifty-Eight Thousand One Hundred Dollars (\$158,100.00), subject to applicable withholdings and deductions, effective September 9, 2021, and continuing through September 8, 2022, payable in installments at the same time as other employees of the Town are paid.
- C. The Town agrees to pay the Town Manager for services rendered under this Agreement, a base weekly salary of Three Thousand One Hundred One and 19/100 Dollars (\$3,101.19), which, if annualized, would equal One Hundred Sixty-One Thousand Two Hundred Sixty-Two Dollars (\$161,262.00), subject to applicable withholdings and deductions, effective September 9, 2022, and continuing through September 8, 2023, payable in installments at the same time as other employees of the Town are paid.

- D. If the Town Manager continues in office after the expiration of this Agreement, and there is no successor agreement, he ^{she} shall continue to receive the latest salary under this Section and the same benefits under this Agreement until such time as his salary and benefits shall be otherwise provided for by the Town. This Subsection shall survive the termination of this Agreement.

SECTION V Town Manager Evaluation

- A. The Council shall review and evaluate the Town Manager every year from the date of appointment with said review to take place prior to the end of the fiscal year. Said review and evaluation shall be based on the goals and objectives developed jointly by the Council and the Town Manager. Further, the Chairman of the Council shall provide the Town Manager with a summary written statement of the evaluation findings of Council Members and shall provide an adequate opportunity for the Town Manager to discuss his evaluation with the Council. The individual evaluation of Council Members shall be part of the Town Manager's personnel file, subject to Section 23(e) of chapter 30A of the Massachusetts General Laws.
- B. Annually the Council and the Town Manager shall define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Council's policy objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

SECTION VI Hours of Work

- A. The Town Manager will devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the approval of the Council.
- B. It is recognized that the Town Manager must devote a great deal of time outside the normal office hours to the business of the Town, and to that end the Town Manager will be allowed to take reasonable compensatory time off as he ^{she} shall deem appropriate during said normal office hours.
- C. Per Section 4-2-2 of the Charter, the Town Manager shall hold no elective or appointive office, shall devote full-time to the duties of the office of Town Manager and shall engage in no other business or occupation without the advance authorization of the Council.

**SECTION VII Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave,
Jury Duty and Disability Insurance**

- A. The Town shall provide the Town Manager a health insurance policy, similar to other Town employees. The Town shall pay sixty percent (60%) of the premium, and the Town Manager shall pay forty percent (40%) of the premiums.
- B. The Town shall provide \$500 annually toward the cost of a supplemental life insurance policy of \$100,000 for the Town Manager.
- C. The Town Manager shall be granted four (4) weeks paid vacation per contract year. A week shall be defined as five (5) working days. Unused vacation days may be carried over from one year to another and accrued up to a maximum of thirty (30) days.
- D. The Town Manager shall be granted fifteen (15) sick days per fiscal year. Unused sick days may be accumulated from year to year accrued up to a maximum of sixty (60) days. Upon the execution of this Agreement, the Town Manager shall also be credited by the Town with 15 days sick leave in his sick leave account.
- E. Any unused vacation or sick leave remaining at the expiration of this Agreement shall carry over and be credited to the Town Manager if this Agreement is extended.
- F. The Town Manager shall receive the following holidays:
- | | |
|----------------------------|----------------------------|
| New Year's Day | Veterans' Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day after Thanksgiving Day |
| Labor Day | Patriot's Day (April) |
| Columbus Day | Martin Luther King Day |
| ½ day before Christmas Day | Christmas Day |
| Washington's Birthday | |

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday; whenever any of the holidays listed above falls on Sunday, the following Monday shall be observed as the holiday.

- G. Upon the death of the Town Manager's spouse or his children, the Town Manager will be granted leave of five working days without loss of pay. Upon the death of the Town Manager's mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, the Town Manager will be granted leave of three working days without loss of pay.
- H. The Town Manager shall be granted three (3) days personal leave each contract year.
- I. In the event that the Town Manager 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 ^{Dues} shall receive his full pay for his first three days of service for the Commonwealth of Massachusetts.

- J. Should the Town Manager attend the International City Management Association's (I.C.M.A.) Annual Conference or other professional conferences, time spent at such conferences shall not be deducted from his vacation leave and shall be considered as professional development leave.
- K. The Town Manager shall be reimbursed monthly by the Town for his disability insurance premiums.

SECTION VIII Deferred Compensation

[Reserved for future consideration]

SECTION IX Professional Development

- A. The Town agrees to pay for the registration, travel and subsistence expenses of the Town Manager for short courses, institutes and seminars that are necessary for his professional development.
- B. The Town shall pay the Town Manager's registration fees(s), travel and subsistence expenses to and from the I.C.M.A. Annual Conference, Massachusetts Municipal Association Annual January Conference, and the Massachusetts Municipal Managers' Association Annual Spring Conference.
- C. The Town shall provide a one thousand five hundred dollars (\$1,500) reimbursement of tuition per graduate level, public administration related course up to a maximum of three thousand dollars (\$3,000) per year; provided, however, that the Town Manager must receive a passing grade of a B or above in the stated course, or the Town Manager must receive a pass if the course is only offered on a pass/fail basis. Evidence of completion with a passing grade, and proof of payment for the course, must be received in order for the Town Manager to receive reimbursement.

SECTION X Dues and Subscriptions

The Town agrees to pay for the professional dues and subscriptions of the Town Manager necessary for his membership in the following professional organizations:

International City Management Association (I.C.M.A.); American Society for Public Administration (A.S.P.A.); Massachusetts Municipal Managers' Association; and any other professional organizations deemed necessary and desirable for his continued professional participation, growth and advancement and for the good of the Town.

SECTION XI Expenses

- A. The Town Manager shall be reimbursed for any expenses incurred in the performance of his duties, or as an official representative of the Town, including attendance by him ~~or her~~ ^{at} civic or social events.

The Town Manager shall be provided with an annual vehicle allowance of \$6,000 paid in bi-weekly installments. On July 1, 2021 this amount shall increase to \$6,500. On July 1, 2022, this amount shall increase to \$7,000. This allowance shall provide for all necessary travel mileage, tolls, and related costs. Reimbursement for work-related parking costs shall be paid upon submittal of receipts by the Manager.

- B. If the Town Manager leaves the employment of the Town and serves as a witness in depositions, trials, or administrative proceedings, he ~~or she~~ ^{she} shall be paid for each day of preparation and attendance at the trial on a per diem basis based on his salary at the time of his separation from employment from the Town.

This Section shall survive the termination of this Agreement

SECTION XII Indemnification

- A. The Town shall defend, save harmless and indemnify the Town Manager 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 his duties as Town Manager, even if said claim has been made following his termination from employment, provided that the Town Manager acted within the scope of his duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Manager.
- B. The Town shall reimburse the Town Manager for any reasonable attorneys' fees and costs incurred by the Town Manager in connection with such claims or suits involving the Town Manager in his professional capacity, if the Town does not provide an attorney at the Town's expense.
- C. This indemnification shall also apply to the Town Manager after he ~~or she~~ ^{she} leaves the employment of the Town.
- D. This section shall survive the termination of this Agreement.

SECTION XIII Bonding

The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager.

SECTION XIV Non-Renewal of Agreement

- A. If the Council decides not to renew this Agreement at its termination, the Council shall give the Town Manager written notice at least one year in advance of its intent not to renew this Agreement. If the Council fails to give such written notice, this Agreement and its terms and conditions shall be extended for an additional one year period.
- B. If the Council does not give a notice of non-renewal, and the parties fail to negotiate a successor contract by the scheduled termination date of this Agreement, this Agreement and its terms and conditions shall be extended for an additional one year period.

SECTION XV Other Terms and Conditions of Employment

- A. All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Manager as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Town Manager, except as otherwise provided in this Agreement.
- B. All other general provisions of the Town's By-Laws relating to fringe benefits shall also apply to the Town Manager as they apply to other employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Town Manager, except as otherwise provided in this Agreement.
- C. This Agreement shall prevail over any conflicting personnel provisions of the Town By- Laws or Rules and Regulations.

SECTION XVI No Reduction in Benefits

The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Town Manager, except to the degree such a reduction is across the board for all other employees of the Town.

SECTION XVII Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- 1. TOWN: Chairman of Town Council
John Jovan
41 Elm Street
Southbridge, MA 01550
- 2. TOWN MANAGER:
Michael F. McCall
[REDACTED]
Chelmsford, MA 01863

Alternatively, notices required pursuant to this Agreement may be personally served.

Notice shall be deemed as 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.

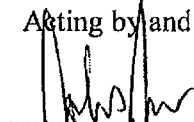
SECTION XVIII General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Town Manager.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, 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 Town Manager shall be an "exempt employee."
- E. The Town Manager shall be reimbursed by the Town for his relocation expenses in the first year of this contract, including up to thirty (30) days at a hotel, up to \$2,500.


IN WITNESS WHEREOF, the Town of Southbridge, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Town Council and duly attested by its Town Clerk, and the Town Manager has signed and executed this Agreement, both in duplicate.

TOWN OF SOUTHBRIDGE
Acting by and through its Town Council

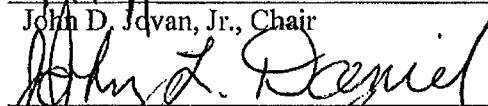
TOWN MANAGER



John D. Jovan, Jr., Chair



Michael F. McCall

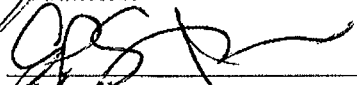


John L. Daniel
Vice Chair

Date: 7/20/2020



Councilor



Councilor



Councilor

 Councilor

 Councilor

 Councilor

 Councilor
 Date: 7/20/2020

APPROVED AS TO LEGAL FORM:

D. M. Moschos
 D. M. Moschos, Esq.
 Labor Counsel
 Date: 9/2/2020

A TRUE COPY ATTEST:

Entered this 20 day of July ²⁰²⁰~~2019~~
 by the Town Council on a vote of 8 to 1 at
 a regular meeting held at the Town Hall,
 Southbridge, Massachusetts.

Madaline I. Bonadies
 Madaline I. Bonadies, Town Clerk

