

EMPLOYMENT AGREEMENT BETWEEN
THE TOWN OF UPTON, BOARD OF SELECTMEN &
JOSEPH T. LAYDON

WHEREAS it is the desire of the Board of Selectmen (the "Board") of the Town of Upton (the "Town"), acting on behalf of the Town, to employ the services of Joseph T. Laydon as Town Manager (the "Town Manager") in accordance with Chapter 391 of the Acts of 2008 (the "Manager Act"), and M.G.L. c. 41, §108N.

WHEREAS it is the desire of the Board to negotiate for the benefits, establish certain conditions of employment and provide a just means for terminating the Town Manager's services at such time as he may be unable fully to discharge his duties or when the Board may otherwise desire to terminate his employ; and

NOW, THEREFORE, be it agreed by Joseph T. Laydon and the Board, that the employment relationship between the Town Manager and the Town shall be governed in accordance with the terms and conditions of this agreement ("Agreement"):

Section 1 – Duties

- A. The Town hereby agrees to employ said Joseph T. Laydon as Town Manager of Upton to perform, and Joseph T. Laydon accepts such employment and agrees to perform, the functions and duties of Town Manager as specified in the Manager Act, and to perform other legally permissible and proper duties and functions as the Board shall from time-to-time assign.
- B. It is understood and agreed that the Town Manager will adhere to the ICMA Code of Ethics, a copy of which is attached hereto as Exhibit A.

Section 2 - Term

- A. This Agreement shall become effective July 1, 2024 and shall be in full force and effect until June 30, 2027 (the "Expiration date"). The Agreement shall be subject to Section 20 and shall be binding on the Town and the Town Manager in each year of duration.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of the Town Manager at any time, subject only to the provisions set forth in Section 4, Paragraphs A and B of this Agreement or to the provisions of the Manager Act.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Manager to resign at any time from his position with the Town, or to elect not to renew this Agreement pursuant to the provisions of Section 2.D below, subject only to the provisions set forth in Section 4, Paragraph C of this Agreement.
- D. The Board shall notify the Town Manager of its decision to renew or not renew this agreement beyond the expiration date. The Board shall give the Town Manager written notice at least six (6) months in advance of the Expiration date of its intent to renew this Agreement. If the Board

fails to give such written notice, this Agreement and its terms and conditions shall be extended for an additional six- month period.

Section 3 - Suspension

- A. The suspension of the Town Manager shall be governed by Section 8 of the Manager Act

Section 4 - Termination and Severance Pay

- A. The removal of the Town Manager shall be governed by Section 8 of the Manager Act. If the Town Manager is removed for cause, as defined by Section 2.4-2 of the Town of Upton Personnel Policy & Procedure Manual, the Town Manager shall not be entitled to any severance pay nor any compensation beyond the date of removal provided however that the Town Manager shall be compensated for accrued but unused vacation time. If removed without cause; the Town shall provide a severance payment equal to nine (9) months of salary based on the then current annual rate of compensation divided by twelve, the Town shall provide six (6) months of health insurance benefits based on the current Town health benefit program, unless the Town Manager has already opted out of the Town's health insurance program. Unless otherwise agreed by the parties, this shall be paid in one lump sum, less usual and customary withholdings. The Town Manager shall also be compensated for accrued but unused vacation time.
- B. In the event the Town Manager voluntarily resigns his position with the Town before expiration of the aforesaid term of his employment, then the Town Manager shall give the Town six (6) weeks' notice in advance unless the parties otherwise agree. In the event the Town Manager voluntarily resigns, without having been requested to do so by the Board, he shall not be eligible for severance benefits set forth in Section 4, Paragraph A, except for the lump sum payment in lieu of accumulated vacation leave.
- C. At the time of separation of employment, the Town Manager will be reimbursed for all sick time accrued, up to 80 hours, based upon his current rate of compensation.
- D. Subsections A, B and C of this Section shall survive any termination of this Agreement.

Section 5 - Salary

- A. Effective July 1, 2024, the Board agrees to pay the Town Manager for his services pursuant to this Agreement a salary based on an annual base of \$167,500.00, (One Hundred Sixty-Seven Thousand and Five Hundred Dollars), payable in weekly installments to which will be added a cost-of-living adjustment equal to that paid to all other non-union employees. The Town Manager shall receive the same cost of living adjustment as provided to all other non-union employees subject to this Section 5.
- B. The Board agrees to increase the compensation of the Town Manager dependent upon the results of the performance evaluation conducted under the provisions of Section 9 of this Agreement, otherwise known as a Merit increase.

- C. The Board agrees to annually review the base salary of the Town Manager and make any adjustments that the Board deems appropriate, based on market conditions, the financial condition of the Town, and the Town Manager's performance relative to established goals.
- D. It is recognized that the Town Manager must devote a great deal of time outside the normal office hours on business for the Town and needs to be available twenty-four (24) hours a day; and to that end the Town Manager shall be allowed to establish an appropriate work schedule.

Section 6 - Automobile

- A. The Town shall pay an annual stipend of \$4,800.00 (Four Thousand Eight Hundred Dollars) to the Town Manager for use of his personal motor vehicle for all Town related business. Said payment to be divided by the number of pay periods in a year and paid with each pay period.

Section 7 - Authorized Leave

- A. The Town Manager shall accrue and have credited to his account sick leave at the same rate as set out in the Town's Personnel Bylaws, as amended from time to time.
- B. The Town Manager shall accrue on a monthly basis, and have credited to his account, vacation leave at an annual rate of four (4) weeks per year. Two weeks unused vacation leave may be carried over from year to year and will accumulate at a rate set out in the Town's Personnel by-laws, as amended from time to time during the term of this Agreement, and thereafter as may be agreed upon in writing by the Town Manager and the Board. The Town Manager may choose a lump sum payment for ten (10) days of unused vacation in lieu of carry over. Any unused vacation leave will be paid to the Town Manager at the termination of this agreement.
- C. The Town Manager shall be provided with a short-term disability policy as set out in the Town's Personnel Bylaws, as amended from time to time.

Section 8 - Expenses

- A. Subject to Town Meeting appropriation, the Town agrees to budget and pay for professional dues and subscriptions of the Town Manager necessary for his participation in national, state, regional and local associations, and organizations, as is necessary and desirable for his continued professional development and for the good of the Town. Subject to Town Meeting appropriation, the Town also agrees to budget and pay for reasonable travel, tuition, and subsistence expenses for the Town Manager for professional and official travel, meetings and occasions required by the duties of his office or for the professional development and education of the Town Manager, said expenditures to be subject to the approval of the Board of Selectmen.
- B. The Town Manager shall receive group insurance coverage and will pay the same percentage contribution towards health care premiums as set out in the Town's Personnel Bylaws, as amended from time to time.
- C. The Town shall provide a cellular phone, with data, for use by the Town Manager.

Section 9 - Performance Evaluation

- A. The Board shall review and evaluate the Town Manager at least once annually during the term of this Agreement. This evaluation shall be based on goals and objectives developed jointly by the Board and Town Manager. Further, the Board may provide the Town Manager with a summary written statement of the findings of the Board and provide an adequate opportunity for the Town Manager to discuss his evaluation with the Board.
- B. Annually, the Board, in conjunction with the Town Manager, shall define such goals and objectives which they determine necessary for the proper operation of the Town and in the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

Section 10 - Indemnification

- A. The Town shall defend, save harmless and indemnify the Town Manager against any tort, professional liability, civil claim or demand, or other legal action, whether groundless or otherwise made by any third party 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 attorneys' fees and costs incurred by the Town Manager in connection with such claims or suits involving the Town Manager in his professional capacity.
- C. This section shall survive the termination of this Agreement.

Section 11 - Residence

- A. Effective as of this Agreement, the Town Manager shall maintain a domicile that is no further from Upton Town Hall than his current residence. This section is subject to amendment by the mutual agreement of the parties.

Section 12 - Retirement

- A. In addition to participating in the Worcester County Retirement System, to the extent permitted by law, the Town shall establish a voluntary §457 retirement plan. The Town shall have no obligation to contribute to this plan on behalf of the Town Manager.

Section 13 - General Provisions

- A. The text herein shall constitute the entire agreement between the parties with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, in relation thereto, between the parties except as expressly set forth herein. This Agreement may be amended or modified only by a written instrument executed by the parties hereto or by their successors and assigns.
- B. All provisions of the Town's General By-Laws, and the regulations, policies and practices of the Town relating to vacation and sick leave, retirements and pensions, contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Town Manager as they would to other employees of the Town in addition to the benefits enumerated in this Agreement specifically for the benefit of the Town Manager. In the event of any conflicts, the provisions of this Agreement shall prevail.
- C. For the purposes of the United States Fair Labor Standards Act, the Town Manager shall be considered an exempt employee.
- D. This Agreement shall be deemed effective as of July 1, 2024.
- E. The Board agrees to review the terms of this agreement and vote on its extension on an annual basis.
- F. 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.
- G. This Agreement shall be binding upon and insure to the benefit of the heirs at law and executors of the Town Manager.
- H. This Agreement is entered into in the Commonwealth of Massachusetts and shall be construed and interpreted in accordance with its laws.
- I. Unless explicitly stated within this contract, the rules within the Town's Personnel By-Law shall be in full force.

Section 14 - Notices

Notices pursuant to this Agreement shall be made as follows:

Town: c/o Chair, Select Board
Town of Upton
One Main Street Box 1
Upton, MA 01568

Town Manager: Joseph T. Laydon
63 Mason Road
Whitinsville, MA 01588

Section 15 - No Reduction in Benefits

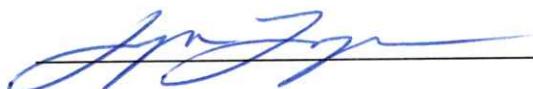
The Town shall not at any time during the term of this Agreement reduce the salary, compensation, or other benefits of the Town Manager, except to the degree that such a reduction is across the board for all management employees of the Town.

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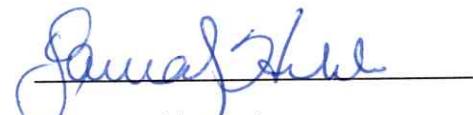
The Board of Selectmen of the Town of Upton and Joseph T. Laydon have caused this Agreement to be signed and executed this 18th day of June 2024.

The Town of Upton,

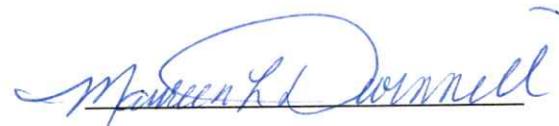
By its Select Board



Joseph T. Laydon



Laura J. Hebb, Chair



Maureen A. Dwinnell, Member



Brett A. Simas, Member

Approved as to form:



Town Counsel