

# EMPLOYMENT AGREEMENT

## BETWEEN THE TOWN OF UPTON AND MICHAEL J. BRADLEY JR

WHEREAS, it is the desire of the Town Manager (the "Manager") of the Town of Upton (the "Town"), acting on behalf of the Town, to employ the services of Michael J. Bradley Jr as Interim Public Safety Director for Fire and EMS Services

WHEREAS, it is the desire of the Manager to negotiate for the benefits, establish certain conditions of employment and provide a just means for terminating the Interim Public Safety Director for Fire and EMS Services at such time as he may be unable fully to discharge their duties or when the Manager may otherwise desire to terminate their employ; and

NOW, THEREFORE, be it agreed by Michael J. Bradley Jr and the Manager, that the employment relationship between the Interim Public Safety Director for Fire and EMS Services 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 Michael J. Bradley Jr as Interim Public Safety Director for Fire and EMS Services to perform, and Michael J. Bradley Jr accepts such employment and agrees to perform, the functions and duties of Interim Public Safety Director for Fire and EMS Services as specified by the Town of Upton's job description entitled Public Safety Director for those duties associated with the Fire and EMS Department, and to perform other legally permissible and proper duties and functions as the Town Manager shall from time-to-time assign.
- B. The Interim Public Safety Director for Fire and EMS Services shall typically work a 10-hour week as determined by the Town Manager to best support the needs of the Fire and EMS Department.

### Section 2 -Term

- A. This Agreement shall become effective August 19<sup>th</sup>, 2024, and shall be in full force and effect and will continue to renew from month to month provided that no notice of non-reappointment or notice to renegotiate has been provided.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Manager to terminate the services of the Interim Public Safety Director for Fire and EMS Services at any time, subject only to the provisions set forth in Section 3, of this Agreement.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Interim Public Safety Director for Fire and EMS Services to resign at any time from their 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 3B of this Agreement.

- D. If the Manager decides not to renew this Agreement, the Manager shall give the Interim Public Safety Director for Fire and EMS Services written notice at least thirty (30) days in advance of the expiration date of its intent not to renew this Agreement.

### Section 3 -Termination of Employment

- A. The Interim Public Safety Director for Fire and EMS Services shall file a resignation with the Town Manager in the event of their resignation of the position.
- B. In the event the Interim Public Safety Director for Fire and EMS Services voluntarily resigns their position with the Town before expiration of the aforesaid term of their employment, then the Interim Public Safety Director for Fire and EMS Services shall give the Town thirty (30) days' notice in advance unless the parties otherwise agree.
- B. If the Interim Public Safety Director for Fire and EMS Services dies during the term of their employment, the Town shall pay to the Interim Public Safety Director for Fire and EMS Services estate all the compensation which would otherwise be payable to the Interim Public Safety Director for Fire and EMS Services up to the date of the Interim Public Safety Director for Fire and EMS Services death.

### Section 4 - Salary/Benefits/Expenses

- A. Effective August 19<sup>th</sup> 2024 the Town agrees to pay the Interim Public Safety Director for Fire and EMS Services for their services pursuant to this Agreement an hourly rate of \$110/ hour, less applicable taxes and other required or authorized withholdings.
- B. The Town shall reimburse the Interim Public Safety Director for Fire and EMS Services \$35.00 per month for calls related to work purposes. During the term of this employment, the Interim Public Safety Director for Fire and EMS Services shall not be entitled to vacation, sick leave, retirement, or health insurance benefits from the Town and shall not make any claim for unemployment compensation upon expiration or termination of this Agreement.
- C. The Town shall pay the Interim Public Safety Director for Fire and EMS Services registration, travel, and subsistence expenses for educational courses, institutes and seminars that are necessary for the good of the town, and approved by the Town Manager in advance, subject to budget limitations.
- D. The Interim Public Safety Director for Fire and EMS Services duties require that they be on duty and available 24 hours a day. The Town will pay the Interim Public Safety Director for Fire and EMS Services a mileage allowance of \$.655 cents per mile, as may be paid to other Town employees and consistent with IRS mileage allowance, for the use of his personal vehicle in the event of an emergency within Town, outside of regular work hours,
- E. The Interim Public Safety Director for Fire and EMS Services shall be reimbursed for any expenses incurred in the performance of their duties, or as an official representative of the Town, including attendance by him at civic or social events.
- F. If the Interim Public Safety Director for Fire and EMS Services leaves the employment of the Town and serves as a witness, they shall be paid for each day of preparation and attendance



at the trial on a per diem basis based on their salary at the time of their separation from employment from the town.

## Section 5 - Indemnification

- A. The Town shall defend, save harmless and indemnify the Interim Public Safety Director for Fire and EMS Services against any tort, professional liability, civil claim or demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of their duties as Interim Public Safety Director for Fire and EMS Services, even if said claim has been made following their termination from employment, provided that the Interim Public Safety Director for Fire and EMS Services acted within the scope of their 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 Interim Public Safety Director for Fire and EMS Services.
- B. The Town shall reimburse the Interim Public Safety Director for Fire and EMS Services for any attorneys' fees and costs incurred by the Interim Public Safety Director for Fire and EMS Services in connection with such claims or suits brought by third parties involving the Interim Public Safety Director for Fire and EMS Services in their professional capacity.
- C. This section shall survive the termination of this Agreement.

## Section 6 - 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. For the purposes of the United States Fair Labor Standards Act, the Interim Public Safety Director for Fire and EMS Services shall be considered an exempt employee.
- C. The terms of this Agreement are subject to annual Town Meeting appropriation.
- D. 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.
- E. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Interim Public Safety Director for Fire and EMS Services.
- F. This Agreement is entered into in the Commonwealth of Massachusetts and shall be construed and interpreted in accordance with its laws.
- G. Unless explicitly stated within this contract, the rules within the Town's Personnel By-Law shall be in full force.

## Section 9 - Notices

Notices pursuant to this Agreement shall be made as follows:

Town:

Joseph Laydon, Town Manager  
1 Main Street  
Upton, MA 01568

Interim Public Safety Director for Fire and  
EMS Services:

Michael J. Bradley Jr  
18 Warren Street  
Upton, MA 01568

## Section 10 - 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 Interim Public Safety Director for Fire and EMS Services, except to the degree that such a reduction is across the board for all management employees of the Town.

The Town Manager of the Town of Upton and Michael J. Bradley Jr have caused this Agreement to be signed and executed this 26<sup>th</sup> day of August 2024.

IN WITNESS WHEREOF the Town of Upton, Massachusetts has caused this Agreement to be signed and executed in its behalf by its Town Manager.

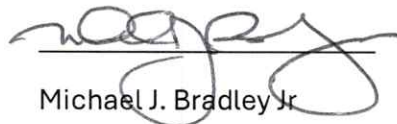
The Interim Public Safety Director for Fire and EMS Services has signed and executed this Agreement, both in duplicate the day and year first written above.

FOR THE TOWN

FOR THE INTERIM PUBLIC SAFETY DIRECTOR  
FOR FIRE AND EMS SERVICES



Joseph Laydon, Town Manager



Michael J. Bradley Jr