

EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF NORTON
AND
KEITH SILVER, HIGHWAY SUPERINTENDENT

AGREEMENT made this 31st day of October, 2017, between the Town of Norton, a duly authorized municipal corporation in Massachusetts in the County of Bristol, acting by and through its Town Manager (hereinafter the "Town") in accordance with Article 4, Section 2(d), of the Norton Town Charter and Keith Silver (hereinafter the "Highway Superintendent").

1. DUTIES: The Highway Superintendent shall be responsible to and work under the direction of the Town Manager, under applicable Massachusetts General Laws, and the Town's By-Laws and rules and regulations. The Highway Superintendent's duties shall include, but not be limited to, those duties and responsibilities described in the attached position description.

In addition, the Highway Superintendent shall perform the following duties:

- 1.1 Keep the Town Manager fully informed on the affairs of his Department;
- 1.2 Prepare monthly activity reports and submit same to the Town Manager;
- 1.3 Prepare monthly time reports for his employees and submit same to the Town Manager;
- 1.4 Complete departmental fixed assets inventory on an annual basis and submit same to the Town Manager;
- 1.5 Prepare annual budget request in a timely fashion and submit same to the Town Manager;
- 1.6 Prepare annual capital budget requests in a timely fashion and submit same to the Town Manager;
- 1.7 Prepare Annual Report in a timely fashion and submit same to the Town Manager;
- 1.8 Maintain the posting of legal notices and policies;
- 1.9 Prepare annual department safety audit in a timely fashion;

1.10 Professionally maintain all public records and dispose of obsolete records in a timely fashion according to Commonwealth of Massachusetts standards; and,

1.11 Administer his department in accordance with the law and Town policies in coordination with the Town Manager.

2. SPECIFIC ISSUES AND GOALS:

(Reserved)

3. TERM: The term of this Agreement shall begin July 1, 2017, and shall terminate on June 30, 2020.

3.1 For purposes of this Agreement, "year" shall mean a complete fifty-two (52) week fiscal year beginning July 1 and ending June 30. Any benefits or compensation earned or accrued on a yearly or annual basis shall be prorated in accordance with the portion of the fiscal year that the Highway Superintendent is employed by the Town.

3.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town to terminate the services of the Highway Superintendent at any time, subject only to the provisions set forth in Section 9 of this Agreement.

3.3 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Highway Superintendent to resign at any time from his position with the Town, subject only to the provisions set forth in Section 9 of this Agreement.

4. SALARY: The Highway Superintendent shall receive a salary which, if annualized, will equal the following, provided he has a positive salary review by the Town Manager as provided for in 4.1 for Fiscal Year 2017 and beyond. If the Highway Superintendent does not receive a positive review, he shall be paid the same level as the previous year.

Effective July 1, 2017	\$91,757.00
Effective July 1, 2018	\$95,388.00
Effective July 1, 2019	\$99,162.00

These salaries will be payable in installments at the same time as other employees of the Town are paid.

- 4.1 Sixty (60) days after the beginning of Fiscal Year 2018 and each fiscal year thereafter, the Town Manager shall conduct an annual salary review, which shall consist of the following: (1) a written statement submitted by the Highway Superintendent to the Town Manager; and (2) a performance evaluation by the Town Manager.
 - (a) The written statement by the Highway Superintendent shall include, but is not necessarily limited to, the following:
 - (i) A summary of the Highway Superintendent's activities and accomplishments for the previous fiscal year; and,
 - (ii) The proposed goals and objectives of the Highway Superintendent.
 - (b) The Town Manager may require other information and documentation from the Highway Superintendent.

In connection with the salary review, the Town Manager shall review and evaluate the performance of the Highway Superintendent. Said review and evaluation shall be in accordance with specific criteria, goals, and objectives which are to be developed jointly by the Town Manager and the Highway Superintendent. Said criteria may be added to or deleted as the Town Manager may from time to time determine in his discretion.

Annually, the Town Manager and the Highway Superintendent shall define such goals and performance objectives for the Highway Superintendent for the proper operation of the Town and the Norton Highway Department and for the attainment of the objectives and shall further establish a relative priority among those various goals and objectives. The goals and objectives shall be reduced to writing by the Highway Superintendent sixty (60) days after the beginning of each fiscal year. The goals shall generally be attainable within the time limits specified and within the appropriations provided in the annual operating and capital budgets. The goals and objectives may be amended from time to time by the Town Manager.

The Highway Superintendent shall submit quarterly during the fiscal year his activities undertaken in connection with addressing the agreed goals and performance objectives.

Upon completion of the annual performance evaluation, the Town Manager shall provide the Highway Superintendent with a summary written statement of the findings of the Town Manager and provide an adequate opportunity for the Highway Superintendent to discuss his evaluation with the Town Manager.

4.2 Salary increases will not be awarded unless the Town's review indicates that the Highway Superintendent has performed in a competent and outstanding fashion and funds are available.

5. BENEFITS: Except as hereinafter provided or modified, all provisions of the Town's Personnel Administration Plan and all general benefits provided to Town of Norton employees under the General By-Laws, under the Town Meeting action, or by state law, as they now exist or may hereafter be amended or changed, shall apply to the Highway Superintendent. All requests for vacation leave, sick leave, and compensatory time shall be made to the Town Manager on forms provided for said purposes.

5.1 Vacation Leave: Effective July 1, 2015, the Highway Superintendent shall be entitled to five (5) weeks of paid vacation leave on an annual basis. A regular vacation week will be five (5) working days. Vacation leave shall be taken at such times as are compatible with the work schedule of the Highway Superintendent and the business needs of the Town. At least three (3) days notice must be given to the Town Manager in writing prior to taking a vacation day. Under extraordinary circumstances, the Highway Superintendent may carry over regular vacation days into the next contract year. At no time, however, shall the carry over exceed ten (10) days.

5.2 Holidays: The Highway Superintendent shall receive twelve and one-half (12.5) holidays, subject to recall to duty for an emergency or snow or ice storm. Those holidays shall include the following:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Fourth of July	½ Day Christmas Eve
Christmas Day	

If a holiday falls on a Saturday or Sunday, the Highway Superintendent shall have a day off in lieu of the holiday. Any other holiday declared by the Federal and State and Town Government which is required to be paid by law to all other Town employees will also be included in the above schedule of holidays.

5.3 Health Insurance: The Highway Superintendent shall be eligible to participate in the Town's Group Health and Life Insurance Plan in accordance with Chapter 32B of the General Laws on the same basis as other TOWN employees.

5.4 Sick Leave: The Highway Superintendent shall be allowed eighteen (18) paid sick leave days per year. Unused sick days shall be allowed to accumulate without limit; sick days shall be accumulated at the rate of one and one-half (1½) days per month.

Upon retirement, the Highway Superintendent shall receive a lump-sum payment equal to one half of a maximum accumulated sick leave total of one hundred eighty (180) days. Should the Highway Superintendent die during the period of his active employment with the Town and prior to retirement, his widow, his estate, or whatever person he designates shall be awarded payment for one hundred (100%) percent of all unused sick days without limit. Should the Highway Superintendent be afflicted with a catastrophic illness or injury during the period of his active employment, he may use all unused sick days without limit.

When an immediate family member is sick (spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, stepchild, parent, or legal guardian), the Highway Superintendent may use up to ten (10) accumulated sick leave days per fiscal year for such purposes.

5.5 Clothing Allowance: The Highway Superintendent shall receive an annual allowance of One Thousand Fifty and No Hundredths (\$1,050.00) Dollars for clothing.

5.6 Use of Town Vehicle: The Highway Superintendent will be assigned the use of the Superintendent's vehicle for the normal conduct of his duties and for travel to and from his home. The Highway Superintendent is authorized to use the Town vehicle twenty-four (24) hours per day, seven (7) days per week, in order to respond to emergency calls provided he is within a reasonable response distance from the Town. The Town shall pay all costs for the maintenance and repair of the Highway Superintendent's vehicle.

- 5.7 Deferred Compensation: The TOWN agrees to contribute Two Thousand Five Hundred and No Hundredths (\$2,500.00) Dollars per year to be used for the Highway Superintendent's participation in the Town's Section 457 Plan, a variable annuity purchased by the Highway Superintendent for his benefit, or any like deferred compensation program of the Highway Superintendent's choice. The Highway Superintendent may also elect to make a contribution on an annual basis from his salary or from sources outside his salary. This benefit shall be payable between October 1 and December 31 of each year and processed in accordance with the Highway Superintendent's written request to the Town.
- 5.8 Longevity Pay: The Highway Superintendent shall receive an annual payment for his full-time service with the Town, said payment to be made on or before July 30th of each fiscal year and in accordance with the Personnel By-Laws.
- 5.9 Class A and Excavator Licenses: Effective July 1, 2015, the Highway Superintendent shall be required to possess a Class A license and/or an excavator's license as a requirement for his position with the Town. The costs incurred by the Highway Superintendent for any preparatory classes and any exam, licensing, or renewal fees will be paid for by the Town. As consideration for the requirement to hold a Class A license and/or an excavator's license, in July of each year the Highway Superintendent shall be paid the following amounts:

LICENSE	EFFECTIVE
	07/01/15
Class A License	\$ 500.00
Excavator's License	\$ 300.00

6. HOURS OF WORK/JOB PERFORMANCE:

- a. The Highway Superintendent agrees that he will devote his full time and attention to his office during normal business operation. During all hours of his employment, the Highway Superintendent will devote his best efforts to his duties and shall perform his duties in a competent and professional manner. The Highway Superintendent shall maintain office hours during normal business days.
- b. The Highway Superintendent shall take compensatory time off at time and one half for all time worked in excess of forty (40) hours per week due to inclement weather.

7. PROFESSIONAL DEVELOPMENT: The Highway Superintendent shall be given opportunities to develop his skills and abilities. Accordingly, the Highway Superintendent shall be allowed to attend courses, seminars, and meetings which are approved in advance by the Town Manager without loss of vacation or other leave. The Town may, in its discretion, pay for the cost of such programs. If the Town requires the Highway Superintendent to attend any course, seminar, or meeting, the Town shall pay for the cost of such programs and for travel and subsistence expenses incurred by the Highway Superintendent in attending such programs.

8. GENERAL EXPENSES: The Highway Superintendent shall be reimbursed for any reasonable and necessary expenses incurred in the performance of his official duties. The Town shall pay the Highway Superintendent for his use of his personal vehicle in the course of his duties a mileage allowance in such sum as is paid to all Town of Norton employees. In addition to this mileage allowance, the Highway Superintendent shall be reimbursed for toll and parking expenses incurred by him in the course of his duties.

9. TERMINATION:

9.1 This Agreement may be terminated by either party as provided below:

- (a) By mutual written agreement, signed by the Town Manager and the Highway Superintendent, upon such terms and conditions as may be acceptable to both parties at the time of termination; or
- (b) The Town may terminate this Agreement and remove the Highway Superintendent for just cause after written notice and hearing. Such hearing shall be closed, unless the Highway Superintendent requests that such hearing be open to the public. In the event of such removal for just cause, the Town shall have no obligation to pay any severance sum.
- (c) In the event the Town wishes to terminate this Agreement without cause, the Town shall give the Highway Superintendent not less than three (3) months' prior written notice of termination of the Agreement and shall provide severance pay equal to three (3) months' salary to the Highway Superintendent. Said sum to be paid as a lump sum at the time of termination.
- (d) By the Highway Superintendent upon sixty (60) days' written notice to the Town. Until the effective date of termination under such circumstances, the Highway Superintendent shall continue to perform his duties and shall, if requested, cooperate with the Board in a search for a successor.

9.2 The Town shall give the Highway Superintendent notice by December 31, 2019, if the Town does not desire to renew this Agreement for a term of at least one (1) calendar year of three hundred sixty-five (365) days.

10. NOTICES: Notices pursuant to this Agreement shall be given by first-class mail, postage prepaid, addressed as follows:

TOWN: Town Manager
Norton Municipal Center
70 East Main Street
Norton, MA 02766

HIGHWAY SUPERINTENDENT:



unless either party hereafter informs the other party in writing of a change of address.

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 postage mark of such written notice as sent by first-class mail.

11. GENERAL PROVISIONS:

11.1 Completeness of Agreement. This Agreement contains all the terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, will be deemed to exist or to bind either of the parties to the Agreement. No representative of any party to the Agreement had or has any authority to make any representation or promise not contained in the Agreement, and each of the parties to the Agreement acknowledges that such party has not executed the Agreement in reliance upon any such representation or promise. This Agreement cannot be modified except by a written instrument signed by both parties.

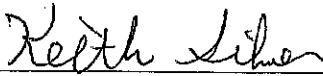
11.2 Severability. If any portion or provision of this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of the Agreement will be deemed severable, will not be affected, and will remain in full force and effect.

11.3 Interpretation of Agreement. The Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

11.4 Employee Status. For purposes of the Fair Labor Standards Act, the Highway Superintendent shall be deemed an exempt employee.

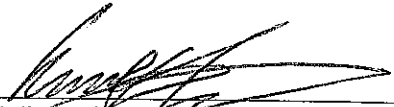
THIS AGREEMENT is executed as a sealed instrument.

HIGHWAY SUPERINTENDENT:



Keith Silver

TOWN OF NORTON,
Acting by and through its
Town Manager:



Michael D. Yunits