

EMPLOYMENT AGREEMENT BETWEEN TOWN OF NORTON

AND

TOWN MANAGER MICHAEL D. YUNITS

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 27<sup>th</sup> day of APRIL, 2017, by and between the Town of Norton, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Board of Selectman, hereinafter called "Board" and Michael D Yunits, hereinafter called "Town Manager", as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of Michael D. Yunits as Town Manager of the Town of Norton;

WHEREAS, the Board, 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 Board to contract for the salary and benefits of said Town Manager;

WHEREAS, it is the desire of the Board to retain the services of the Town Manager, and to provide inducement for him to remain in such employment; and

WHEREAS, Michael D. Yunits 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 D. Yunits as Town Manager of said Town, and the Town Manager accepts said offer. 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 Board shall from time to time legally assign to him.

**Section II: Term**

This Agreement shall become effective July 1, 2017, and shall be in full force and effect until June 30, 2022. The Agreement shall be for a term of five (5) years, subject to Section XII, and shall be binding on the Town in each year of its duration.

### **Section III: Termination and Severance Pay**

- A. The Board may terminate the Town Manager in accordance with Section 4-5 of the Town Charter, which is incorporated herein by reference.
- B. In the event the Town Manager is terminated by the Town 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 twelve (12) 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 one (1) month's written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk.
- D. Subsection B 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, an annual base salary of One Hundred Forty-Four Thousand and No Hundredths (\$144,000.00) Dollars, subject to applicable withholdings and deductions, effective July 1, 2017, and continuing through June 30, 2018, 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, an annual base salary of One Hundred Forty-Eight Thousand Three Hundred Twenty and No Hundredths (\$148,320.00) Dollars, subject to applicable withholdings and deductions, effective July 1, 2018, and continuing through June 30, 2019, 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, an annual base salary of One Hundred Fifty-Two Thousand Seven Hundred Seventy and No Hundredths (\$152,770.00) Dollars, subject to applicable withholdings and deductions, effective July 1, 2019, and continuing through June 30, 2020, payable in installments at the same time as other employees of the Town are paid.

- D. The Town agrees to pay the Town Manager for services rendered under this Agreement, an annual base salary of One Hundred Fifty-Seven Thousand Three Hundred Fifty-Three and No Hundredths (\$157,353.00) Dollars, subject to applicable withholdings and deductions, effective July 1, 2020, and continuing through June 30, 2021, payable in installments at the same time as other employees of the Town are paid.
- E. The Town agrees to pay the Town Manager for services rendered under this Agreement, an annual base salary of One Hundred Sixty-Two Thousand Seventy-Four and No Hundredths (\$162,074.00) Dollars, subject to applicable withholdings and deductions, effective July 1, 2021, and continuing through June 30, 2022, payable in installments at the same time as other employees of the Town are paid.
- F. The Town Manager will also serve as the Town of Norton's Municipal Hearings Officer and shall receive annual compensation of Two Thousand Five Hundred and No Hundredths (\$2,500.00) Dollars.
- G. If the Town Manager continues in office after the expiration of this Agreement, and there is no successor agreement, he shall continue to receive the latest salary under this Section until such time as his salary shall be otherwise provided for by the Town. This Subsection shall survive the termination of this Agreement.

#### **Section V: Town Manager Evaluation**

- A. The Board shall review and evaluate the Town Manager every year from the date of appointment. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Manager. Further, the Chairman of the Board shall provide the Town Manager with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Town Manager to discuss his evaluation with the Board. The individual evaluation of Board Members and the summary evaluation 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 Board 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 Board's policy objectives, and shall further establish a general priority among those various goals and 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**

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 Board.

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 shall deem appropriate during said normal office hours.

**Section VII: Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave and Jury Duty**

- A. The Town shall provide the Town Manager a health insurance policy, similar to other Town employees and under the same terms and conditions as such plans are offered to other Town employees.
- B. The Town Manager shall be entitled to five (5) weeks paid vacation per fiscal year. A week shall be defined as five (5) working days. Unused vacation days may be carried over from one year to another.
- C. The Town Manager shall be granted fifteen (15) sick days per fiscal year. Unused sick days may be accumulated from year to year; however, accumulation is limited to one hundred fifty (150) days.
- D. The Town Manager shall receive the following holidays during each year:

- |                  |   |
|------------------|---|
| New Year's Day   | Veterans' Day                                   |
| Memorial Day     | Thanksgiving Day and The day after Thanksgiving |
| Independence Day | Presidents' Day                                 |
| Labor Day        | Patriots' Day                                   |
| Columbus Day     | Martin Luther King Day                          |
| Christmas Day    |   |

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.

- E. Upon the death of the Town Manager's spouse or his children, the Town Manager will be granted leave of five (5) working days without loss of pay. Upon the death of the Town Manager's mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, the Town Manager shall be granted leave of three working days without loss of pay.
- F. The Town Manager shall receive three (3) days personal leave each contract year.
- G. 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 shall receive his full pay for his first three days of service for the Commonwealth of Massachusetts.
- H. 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.

#### **Section VIII: 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 fee(s), travel and subsistence expenses to and from I.C.M.A. Annual Conference, Massachusetts Municipal Association Annual January Conference, and the Massachusetts Municipal Association Annual Spring Conference.

#### **Section IX: 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 X: 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 at civic or social events.

- B. The Town Manager's duties require that he be on duty and available twenty-four (24) hours a day. The Town Manager shall receive annual compensation in the amount of Five Thousand and No Hundredths (\$5,000.00) Dollars for automobile expenses. The Town Manager shall use his own personal vehicle for all Town business. The Town Manager shall bear all expenses of owning and operating his motor vehicle including, without limitation, fuel, repairs and insurance. Except, however, if the Town Manager must travel in excess of one hundred (100) miles round trip for Town business, the Town shall provide him with a Town owned car for such travel or reimburse him for such travel at the mileage rates prescribed for all Town employees.
- C. If the Town Manager leaves the employment of the Town and serves as a witness, he 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.

### **Section XI: Indemnification**

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.

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.

This indemnification shall also apply to the Town Manager after he leaves the employment of the Town.

This section shall survive the termination of this Agreement.

### **Section XII: Non-Renewal of Agreement**

If the Board decides not to renew this Agreement at its termination, the Board shall give the Town Manager written notice at least one (1) year in advance of its intent not 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 one (1) year period.

If the Board 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 XIII: Other Terms and Conditions of Employment**


- A. All provisions of law of the Commonwealth of Massachusetts relating to the 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 XIV: 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 XV: Notices**

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

- 1. TOWN: Chairman of Board of Selectmen  
Norton Municipal Center  
70 East Main Street  
Norton, MA 02766
- 2. TOWN MANAGER: 

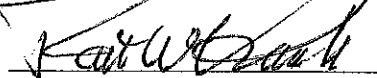
Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

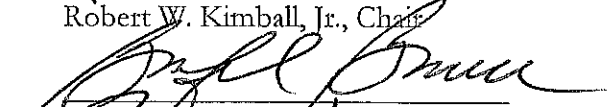
**Section XVI: General Provisions**

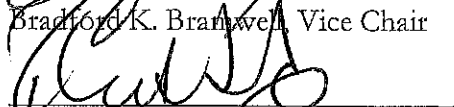
- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Town Manager.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, 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".

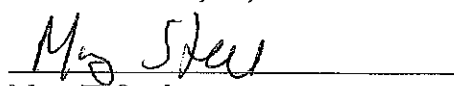
IN WITNESS WHEREOF, the Town of Norton, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen and duly attested by its Town Clerk, and the Town Manager has signed and executed this Agreement, both in duplicate.

TOWN OF NORTON,  
ACTING BY AND THROUGH ITS  
BOARD OF SELECTMEN:

  
Robert W. Kimball, Jr., Chair

  
Bradford K. Bramwell, Vice Chair

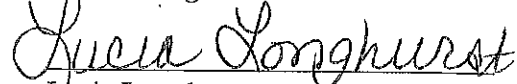
  
Robert S. Salvo, Sr., Clerk

  
Mary T. Steele

TOWN MANAGER:

  
Michael D. Yunits

Attest to Signature:

  
Lucia Longhurst  
Town Clerk

Date: 4-28-17