

**EMPLOYMENT AGREEMENT
FOR THE
TOWN OF BLACKSTONE DPW SUPERINTENDENT**

This Agreement, made and entered into on this 28th day of June, pursuant to the provisions of M.G.L c.41, 69E, by and between the Board of Selectmen of the Town of Blackstone, Massachusetts, acting in its official capacity only and without personal liability or recourse to its individual members, (hereinafter called the "Town" or "Board") and James Sullivan (the "Employee" or "DPW Superintendent") hereby agree as follows.

WITNESSETH:

WHEREAS, pursuant to §C5-2 of the Blackstone Charter, the Town Administrator is the appointing authority, subject to the approval of the Board of Selectmen, of various Town of Blackstone positions, including the Superintendent of Public Works;

WHEREAS, the Town desires to appoint to, and employ the services of said Employee, in the position of DPW Superintendent of the Town of Blackstone, pursuant to and as provided by the Charter of the Town of Blackstone and G.L. c.41, § 69E; and

WHEREAS, the Town desires to establish certain terms and conditions of employment and provide certain benefits, for said Employee; and

WHEREAS, the Employee represents that he is qualified and capable of performing the duties and responsibilities of said position, as set forth herein; and

WHEREAS, Employee desires to accept the Town's offer of full time employment as Superintendent of Public Works and will use his best efforts, skills, abilities and training to carry out the duties and responsibilities of said position;

NOW THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

Section 1. Duties

The Town hereby agrees to employ the Employee as DPW Superintendent of said Town to perform the functions and related duties of said position, as specified in the Blackstone Town Charter, by applicable Bylaws, the Blackstone Personnel Policy (a copy of which is appended hereto as Attachment 'A'), applicable Rules and Regulations, votes of the Board of Selectmen, General or Special Laws, all of which as may be amended, rescinded and supplemented from time to time, and to perform such other legally permissible and proper duties and functions as the Town Administrator through the Board of Selectmen shall, from time to time, assign and/or are normally within the scope of duties and responsibilities performed by the person holding the position of DPW Superintendent in towns of the Commonwealth of Massachusetts.

Section 2. Leave of Absence

The Town and Employee recognize that the Employee's appointment as DPW Superintendent is a leave of absence from his union position in AFSCME Department of Public Works Local 1709. Should the Employee return to his union position in AFSCME Department of Public Works Local 1709, he will be restored to any and all salary and benefits vested to him at the time of his appointment to DPW Superintendent. All time as DPW Superintendent will be credited to Employee's union and salary benefits upon the Employee's return to his union position in AFSCME Department of Public Works Local 1709.

As DPW Superintendent, the Employee shall be entitled to receive an annual eyewear replacement stipend, an annual clothing allowance, and an annual stipend for his IT and 2D water service licenses as allowed members of DPW Local 1709 through the provisions of the collective bargaining agreement between the Town and DPW Local 1709.

Section 3. Term

- A. The term of this agreement shall commence on July 1, 2022. The terms and conditions of this Agreement shall then remain in force and effect through June 30, 2025.
- B. Nothing in this agreement shall prevent, limit or to otherwise restrict the right of the Board of Selectmen to suspend and/or terminate the services of Employee at any time, with just cause, subject only to the provisions set forth in section 3, paragraphs A and B, of this Agreement and any other applicable provisions of law.

Section 4. Suspension, Termination and Severance Benefits

- A. The Town may suspend or terminate for just-cause the Employee in accordance with the terms of this agreement and applicable provisions of the Town of Blackstone Charter, Bylaws and Personnel Policy.
- B. In the event of termination of the Employee's employment, the Employee shall be paid a lump sum cash payment equivalent to the value of all accumulated vacation leave and 50% of accumulated sick leave in full and final satisfaction of said accumulated leave benefits.
- C. In the event that A) the Town, at any time during the term of this Agreement, reduces the salary or other financial benefits of the Employee in greater percentage than an applicable across-the-board reduction for all employees of the Town, or B) the Employee resigns following the request of the Board that he resign, then, in those events, the Employee may, at his option, to be exercised by written notice within thirty (30) calendar days of the event, be deemed terminated, and shall be paid a lump sum cash payment in satisfaction of all accumulated vacation and 50% of the sick leave as provided in Paragraph B of this section shall be applicable.
- D. In the event the Employee voluntarily resigns his position with the Town before expiration of the aforesaid term of employment, then the Employee shall provide the Town sixty (60) days written advance notice, unless the parties otherwise agree.

Section 5. Salary

The salary and other financial benefits provided for in this Agreement and obligations of the parties to perform hereunder are subject to and contingent upon annual appropriations through the budget process, except for separation pay and vacation and sick leave buy back benefits which shall, to the fullest extent permitted by law, be an obligation of the Town under this contract.

Subject to the terms and conditions of this Agreement, and while the Employee is engaged as and performing the duties of DPW Superintendent and the Employer agrees to pay the Employee for his services rendered pursuant hereto an annual salary.

For the period commencing July 1, 2022, the salary shall be \$101,388

For the period commencing July 1, 2023, the salary shall be \$103,923

For the period commencing July 1, 2024, the salary shall be \$106,521

All salary payments shall be made payable in installments at the same time and in the same manner as salary payments made to other employees of the Town.

Section 6. Performance Evaluation

The Town Administrator shall review and evaluate the performance of the Employee annually within ninety (90) days of each anniversary of his employment date in accordance with specific criteria to be developed jointly by the Town Administrator and the Employee, provided however, that should there arise any disagreement over said criteria, the determination of the Town Administrator shall prevail. Upon completion of each performance evaluation, the Town Administrator shall provide the Employee with a summary written statement of the findings of the Town Administrator and provide an opportunity for the Employee to discuss his evaluation with the Town Administrator.

Section 7. Hours of Work

Due to the unique nature of this employment, it is expressly understood and agreed that in order to properly perform the job, the Employee may have to devote additional time beyond that typically constituting a normal workday, and the Employee agrees to devote such time to his position as is required. It is acknowledged that the position of the DPW Superintendent is executive in nature, as that term is defined in the Fair Labor Standards Act, its rules and regulations. Accordingly, the employee shall not be entitled to paid overtime and additional compensation for additional time spent performing the duties and responsibilities hereunder. It is further understood that the Employee's work hours, upon proper notification to, and approval by, the Town Administrator, may be flexible in recognition of additional time he may spend beyond the normal work day in the conduct of Town's business.

Section 8. Vacation Leave

The Employee shall be entitled to vacation leave consistent with Article 12 (a)-(g) of the collective bargaining agreement between the Town of Blackstone and AFSCME Department of Public Works Employees Local 1709. Vacation time shall accrue and be available to the Employee at the beginning of each fiscal year. Vacation time shall not be carried over unless approved by the Town Administrator. Vacation time must be requested of the Town Administrator not less than five (5) weeks and must not be unreasonably denied. The five (5) week requirement may be waived with the permission of the Town Administrator.

Section 9. Other Benefits

- A. The Town agrees to provide hospitalization, surgical and comprehensive medical insurance for the Employee and his dependents at a premium contribution rate no less than the rate extended to other employees of the Town.
- B. The Town agrees to provide, at the Employee's option, a life insurance policy on the basis of the same premium contributions and amounts extended to other employees of the Town.
- C. The Town agrees to provide the Employee with holidays and sick leave time in accordance with the Town's Charter, Bylaws and Personnel Policy.
- D. Longevity Pay: In addition to the above figures, but part of his regular salary, the Employee shall receive longevity pay in the amount of two thousand five hundred dollars (\$2,500.00), said payment on your anniversary date.

Section 10. Retirement

All town employees are required to join the Worcester County Retirement System. Contributions are made in accordance with the Town's Personnel Rules and Regulations.

Section 11. Dues, Subscriptions and General Expenses

Subject to annual budgetary appropriations, The Employer agrees to budget and pay for the professional dues, subscriptions and conference expenses of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continuous professional participation, growth, advance and development, and for the good of the Employer.

Section 12. Indemnification

Employer shall defend, save harmless and indemnify the Employee 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 the Employee's duties as Superintendent of Public Works, except for claims or damages arising from the intentional or grossly negligent acts of the

Employee, subject to the approval of the Board of Selectmen. The Employer or its insurer may in its discretion compromise and settle any such claims or shall pay the amount of any settlement or judgment rendered thereon. The Employer shall pay all costs and expenses related thereto, including attorney fees.

Section 13. Other Terms and Conditions of Employment

The Board, after discussion with the Employee, may establish any such other terms and conditions of employment as it may determine, from time to time, relating to the performance, duties and responsibilities of the Employee, provided, that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Blackstone Charter, Town Bylaw, Personnel Policy, or any other law.

Section 14. 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:
Board of Selectmen
Municipal Center
15 St. Paul St.
Blackstone, Ma 01504

2. Employee:
James Sullivan
77 Florence Drive
Blackstone, MA 01504

Section 15. General Provisions

A. The terms set forth herein shall constitute the entire agreement and understanding between the parties except to the extent that other documents are referred to herein, which documents shall be deemed to be incorporated by reference.

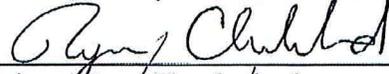
B. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

C. This writing contains the entire agreement between the Superintendent of Public Works and the Town. There have been no inducements, promises, terms, conditions or obligations made or entered into by either party other than those set forth herein.

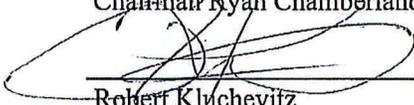
D. The failure of a party to insist on strict compliance with the term or provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.

IN WITNESS WHEREOF, The Board of Selectmen of the Town of Blackstone, and the Employee, being fully knowledgeable of the terms set forth herein, have executed the same, as a sealed instrument on the dates referenced herein.

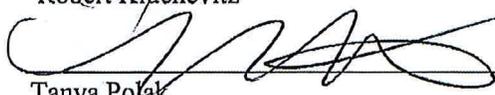
**BOARD OF SELECTMEN
BLACKSTONE, MASSACHUSETTS**



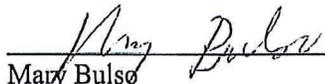
Chairman Ryan Chamberland



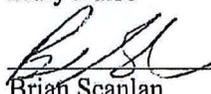
Robert Kluchevitz



Tanya Polak



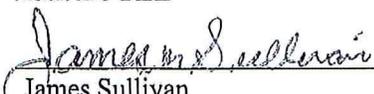
Mary Bulso



Brian Scanlan

6/28/22
Date

EMPLOYEE



James Sullivan

6-28-22
Date