

**AN EMPLOYMENT AGREEMENT
BETWEEN THE
TOWN OF LONGMEADOW
AND ITS
TOWN MANAGER**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N, of the Massachusetts General Laws, is made and entered into to be effective the 1st day of July 2016, by and between the **Town of Longmeadow** (the "Town"), a Massachusetts municipal corporation, acting by and through its **Select Board** (the "Board"), and **Stephen J. Crane**, its **Town Manager** (the "Town Manager"),

WITNESSETH:

WHEREAS, as the Town Manager and Hearing Officer (to take effect upon a subsequent appointment by the Select Board) of the Town of Longmeadow;

WHEREAS, the Board, under Chapter 41, Section 108N of the Massachusetts General Laws, may contract with the Town Manager for such services;

WHEREAS, it is the desire of the Board to provide certain benefits, establish the conditions of employment and set the salary of said Town Manager; and

WHEREAS, Stephen J. Crane is willing to undertake and perform the duties of Town Manager of said Town;

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

SECTION 1. EMPLOYMENT:

The Board hereby employs Stephen J. Crane, and Stephen J. Crane hereby accepts employment as the Town Manager and Hearing Officer of the Town of Longmeadow. The length of this contract shall be from the date of this Agreement until June 30, 2019.

SECTION 2. DUTIES:

The Town Manager shall perform all duties and functions as specified in the Massachusetts General Laws, rules and regulations of the Commonwealth, the Town Charter, the By-laws, rules and regulations of the Town of Longmeadow, the Town Manager Job Description, and such other duties and functions as the Board shall from time to time legally assign to the Manager.

SECTION 3. HOURS OF WORK:

The work week shall consist of normal business hours and other hours during which the Town Manager will be required to attend meetings of the Board or such other meetings as the Board shall require, as required or necessitated for the proper performance of the Manager's duties and responsibilities, subject to all other provisions of this Agreement.

If the Town Manager will be absent from the office for a full day for any reason, the Town Manager shall notify the Chair Person of the Board or, in his/her absence, the Vice Chair Person or the Clerk of the Board.

SECTION 4. TERM:

- A. 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 to the provisions set forth in Sections 5 and 6 of this Agreement.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Manager to retire and/or resign at any time from his position with the Town, subject to the provisions set forth in Section 6, Paragraphs A and B of this Agreement. 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 a minimum of forty- five (45) days' notice in advance, unless the parties agree otherwise. If Crane resigns and provides written notice as set forth herein, he shall be entitled to payment of his accumulated, but unused vacation time. A copy of the resignation shall be filed with the Town Clerk.
- C. The Town Manager agrees to remain in the employ of the Town and neither to accept other employment, nor to become employed by any other employer until the termination date hereof unless said termination is effected as otherwise provided in the Agreement. The Town Manager shall not engage in any other business unless such action is approved in advance in writing by the Board as long as said business does not constitute a conflict under the terms of Chapter 268A of the General Laws of Massachusetts (the "Conflict of Interest Law"). The Town Manager further agrees that he will inform the Board as to any outside business venture, directorship or other public activity in which he engages.
- D. The Select Board has previously approved other business/professional development activities and these and other requests will be reviewed for approval at the end of each contract year.

SECTION 5. SUSPENSION:

The Board may, by written notice, suspend the Town Manager with full pay and benefits at any time during the term of this Agreement for just cause. In accord with Section 5-5 of the Town Charter, if a majority of the full Board and the Town Manager agree, no public hearing will be necessary. The Town Manager may appeal the suspension to the Board if a majority of the full Board and the Town Manager do not agree. The Town Manager shall be entitled to a public hearing, if he so requests, of such suspension. After the hearing, the Board, by a majority vote of the Board, shall determine whether the Town Manager was suspended for just cause. If the Board finds just cause, the suspension shall be sustained.

The Select Board may, by written notice, suspend the Town Manager without pay (but with ongoing benefits, such as medical insurance, pension, life insurance, and disability stipend) during the term of this contract following the initiation of criminal proceedings against the Town Manager for violation of moral codes and standards of the community, including, but not limited to, driving under the influence or disorderly conduct. Such suspension without pay shall require a supermajority of the Select Board (minimum of four (4) affirmative votes). Any subsequent acquittal or disposition of the charges that results in a complete exoneration of the Town Manager of any wrongdoing shall result in the Town Manager being restored to his position with full payment of any withheld pay. Nothing in this Section is intended to require any suspension, paid or unpaid, as a required disciplinary or pre-termination measure. In any situation where the Town Manager is charged with a felony but which is not covered by Chapter 268A, Section 25 of the General Laws, the Board may after providing him with an opportunity for a public hearing, place him on unpaid suspension pending disposition of any criminal charges or any investigation being conducted by federal, state or local authorities into his conduct. The Board and the Town shall not thereafter be liable for any obligation of wage payments during such suspension period unless the Board action is properly found to have been an arbitrary, capricious and lacking of any reasoned basis.

The Board recognizes that it is difficult to be fully informed on all issues all the time. However, it is expected that the Town Manager will try to accomplish this to the best of his ability.

SECTION 6. TERMINATION:

This Agreement may be terminated upon the occurrence of any of the following:

- A. Whenever the Board and the Town Manager mutually agree to the termination in writing.
- B. The retirement and/or resignation of the Town Manager. If the Town Manager decides to resign or retire, he will not receive any severance pay.
- C. The Board shall have the right to terminate the employment of and remove the Town Manager from office in accord with Section 5-5 of the Town Charter.

In the event of any termination under this Section 6C, the Town agrees to continue the salary of the Town Manager and the health/life insurance premium contributions, after his removal from the job, for a period equal to six (6) months. Where removal follows suspension without pay, there shall be no further payment of salary or benefits following termination.

The Town Manager shall be entitled to compensation for One Hundred Percent (100%) of accumulated but unused vacation days, subject to Section 10 of this Agreement.

- D. Any severance pay due under this Agreement shall survive any termination of this Agreement.

SECTION 7. COMPENSATION:

A. From the date of this Agreement through June 30, 2017, the Town Manager's salary shall be \$134,000

From July 1, 2017 through June 30, 2018 \$138,000

From July 1, 2018 through June 30, 2019 \$140,000

and shall be paid consistent with the payroll system and frequency in place for non-union salary employees of the town.

B. In each subsequent year of the Agreement, additional merit increases or other compensation may be awarded in a sum, the determination of which is solely at the discretion of the Board.

C. 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 salary under this subsection until such time as his salary shall be otherwise provided for by the Town. This subsection shall survive the termination of the Agreement.

D. The salary and salary increases outlined in this Agreement are subject to annual appropriations for that purpose as set forth in the Town Charter.

SECTION 8. EVALUATION:

In advance of each fiscal year, the Board shall review and evaluate the performance of the Town Manager. This review and evaluation shall be in accordance with specific criteria developed by the Board. Before the Board's evaluation is reduced to writing and made part of his personnel records, such evaluation will be discussed with the Town Manager. Evaluation criteria may be added to or deleted from as the Board may from time to time determine, in consultation with the Town Manager.

Each year, the Board in consultation with the Town Manager shall develop such goals and performance 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 relative priority among those various goals and objectives, said goals and objectives to be reduced in 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.

In effecting the provisions of this Section, the Board and the Town Manager mutually agree to abide by the provisions of applicable law.

SECTION 9. HEALTH AND LIFE AND DISABILITY INSURANCE:

The Town Manager shall have the opportunity to access the same life insurance and medical insurance and options for coverages as other non-union employees of the town receive. The Town manager shall be reimbursed up to \$2,500.00 per year for his purchase of supplemental disability or life insurance.

SECTION 10. VACATION:

On April 2, 2017 vacation shall continue to accrue at the rate of 1.67 days per month (20 days per 12 months) throughout the length of this Agreement. The vacation year shall run from April 2 through April 1 and the Town Manager shall be allowed to "carry over" up to five (5) days of vacation from one year to the next. The Town Manager shall report his use of vacation to the Human Resources Department when used and the Town Manager shall report in writing to the Select Board vacation days used within one week of January 1 and July 1 of each year. Any accrued but unused vacation days in excess of the 5 carryover days shall be forfeited at the end of the fiscal year.

SECTION 11. SICK LEAVE:

The Town Manager shall be allowed to accrue sick leave at the rate of one (1) day per month of employment, up to a total of one hundred and twenty (120) days after which time sick pay no longer accrues. The Town Manager shall report the use of his sick days to the Human Resource Department on the days they are used and the Town Manager shall report to the Select Board the number of sick leave days used within one week of January 1 and July 1 of each year. Sick leave is not subject to "buy back" by the Town at any time for any cost. Should the Town Manager's employment end for any reason whatsoever, unused sick leave shall be forfeited without claim by the Town Manager.

SECTION 12. PERSONAL LEAVE:

The Town Manager shall be allowed to use up to three (3) personal days per year of this agreement. This personal leave shall accrue at the rate of one (1) day for every four (4) months of employment. The Town Manager shall be allowed to accrue personal leave up to a total of four (4) days after which time personal leave pay no longer accrues. In addition, the Town Manager is granted up to three (3) days of paid bereavement leave for the death of immediate family members. Immediate family shall include spouse, child, parent, brother, sister, parent-in-law, children-in-law or other relatives residing in the employee's household. The Town Manager will be granted one (1) day of paid bereavement leave for the death of a grandparent, aunt, uncle or other close relative. The Town Manager shall report to the Human Resources Department his use of personal and bereavement days on the days used and the Town Manager shall report to the Select Board the number of personal leave days used within one (1) week of January 1 and July 1 of each year. Personal leave is not subject to "buy back" by the Town at any time for any cost. Should the Town Manager's employment end for any reason whatsoever, unused personal leave shall be forfeited without claim by the Town Manager.

SECTION 13. HOLIDAYS:

The Town Manager shall be entitled to the same holidays generally provided to Town Hall employees. The Town Manager shall be limited to the twelve (12) holidays as generally established by state and federal and other days as may be specifically approved by the Select Board.

SECTION 14. INDEMNIFICATION:

To the extent permitted by law, 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 the Town Manager duties, even if said claim has been made following his termination from employment, provided that the Town Manager acted within the scope of his duties and on the behalf of the Town. The Town may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. This Section shall survive the termination of the Agreement and inure to the benefit of the heirs of the Town Manager.

SECTION 15. OTHER BENEFITS:

Subject to this Agreement, all other provisions of the Town's By-Laws and policies relating to general employee benefits, as they now exist or hereafter may be amended, shall also apply to the Town Manager as they would to other Town Hall employees of the Town, including the jury duty benefit, in addition to the benefits enumerated specifically herein for the benefit of the Town Manager.

SECTION 16. PROFESSIONAL DEVELOPMENT:

The Board recognizes and encourages the Town Manager to join professional organizations that are typically affiliated with municipal government. The Town will pay the reasonable cost for travel and subsistence expenses of the Town Manager for Short Courses that are budgeted for and approved in advance by the Select Board. These Courses must be considered beneficial for the Town Manager's professional development and contribute to benefit of the Town of Longmeadow.

The Town shall pay the Town Manager's Registration fee(s), travel, and subsistence expenses to attend the International City Management Association Annual Conference every other year. The Town shall pay the Town Manager's registration fee(s), travel, and subsistence expenses to and from the Massachusetts Municipal Association Annual Conference and the Massachusetts Municipal Management Association Spring and Fall Conferences.

Time spent at professional development scheduled conference days that have been approved in this contract shall not be deducted from the Town Manager's vacation leave.

SECTION 17. DUES AND SUBSCRIPTIONS:

The Town agrees to budget and pay for the annual professional dues for the Town Manager's membership in the International City Management Association (ICMA) and the Massachusetts Municipal Association (MMMA). Participation in these organizations should be necessary and desirable for the professional networking of the Town Manager. Reimbursement for membership in any other organization is subject to Select Board approval.

SECTION 18. GENERAL EXPENSES:

The Town Manager shall be reimbursed for any necessary and reasonable expenses incurred in the performance of his duties, or as an official representative of the Town, including attendance by him at civic events, subject to the availability of funds.

Reasonable personal use of a town vehicle within the town of Longmeadow is allowed.

SECTION 19. NOTICES:

Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail to his last known residence, in the case of the Town Manager, or to the Chair Person of the Board, in the case of the Town.

SECTION 20. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

The Town Manager agrees that any and all claims arising out of an unpaid suspension, an involuntary transfer to a lower paid position, or termination of employment, other than a claim for unemployment or Workers Compensation benefits, shall be submitted for final and binding resolution to arbitration under the rules of the American Arbitration Association. The arbitration fees and the fees of the Arbitrator shall be paid by the Town, and the Arbitrator shall have all of the authority that a court would have if reviewing the same issues. Appeals under the Massachusetts Arbitration Act may be taken. The Arbitrator shall be without authority to render a decision contrary to law or which is in conflict with the provisions of this Agreement or a decision which interferes with the rights of the Select Board given to it by Town by-laws, rules and regulations including the Town Charter. Both parties, in consideration of the Agreement, waive any and all rights to litigate these matters in any other forum or under any other statutory authority, and to submit any and all such issues to arbitrations as provided herein.

Subject to this Agreement, all provisions of law of the Town or the Commonwealth of Massachusetts related to vacation, sick leave, retirement, health insurance and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Town Manager as they apply to other employees of the Town, except as otherwise provided in this Agreement.


SECTION 21. NON-RENEWAL:

The Town shall provide one hundred twenty (120) days written notice to Crane if this agreement will not be renewed upon its expiration. If such advance notice is not given, then the contract shall automatically renew for one (1) year.

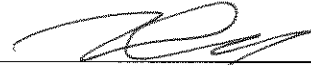
SECTION 22. GENERAL PROVISIONS:

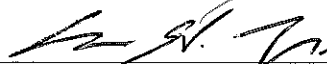
- A. This Agreement shall become effective upon signing by both parties.
- B. This Agreement may be amended in writing at any time by mutual consent of the parties.
- C. For the purposes of the Fair Labor Standards Act, the Town Manager shall be deemed an exempt employee.
- D. In the event any of the provisions of this Agreement shall be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect.
- E. This contract shall prevail over any conflicting provisions of any personnel manual, rule, or regulation, but not of the Town Charter.
- F. Any and all payments due to the Town Manager under this Agreement shall be payable to his estate in the event of his death.

IN WITNESS WHEREOF, the Town of Longmeadow, Massachusetts has caused this Agreement to be signed and executed on its behalf by its Select Board and the Town Manager has signed and executed this Agreement, both in duplicate, the day and year noted below.

TOWN MANAGER:  Date: 12/6/16


TOWN OF LONGMEADOW, acting by and through its Select Board:

Chair Person:  Date: 12/19/2016

Member:  Date: 12/19/2016

Member: Mark P Bold Date: 12/19/2016

Member:  Date: 12/19/2016

Member:  Date: 1/9/2017