



TOWN of UXBRIDGE
21 South Main Street
Uxbridge, MA 01569

6/3/14 TA

CC: Acct
HR/payroll
File
DG

TOWN MANAGER'S EMPLOYMENT AGREEMENT

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 27th day of May, 2014 by and between the Town of Uxbridge, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Board of Selectmen, hereinafter called the "Board," and David Genereux hereafter the "Town Manager," as follows:

The Town hereby employs David Genereux as Town Manager of the Town of Uxbridge as an employee at will for an indefinite term. The Board of Selectmen by the affirmative vote of three of its members may terminate and remove, or suspend the town manager in the manner specified by article 4 section 5 of the Uxbridge Home Rule Charter.

SECTION I, Powers, Duties and Responsibilities of the Town Manager.

The Town Manager shall be the Chief Administrative Officer of the Town and shall be responsible for the efficient, effective, and economical operation of all governmental agencies and personnel under the control and supervision of the Town Manager and in accordance with applicable provisions of general and special law, the Charter and Bylaws of the Town of Uxbridge.

SECTION II, Salary

The Town agrees to pay the Town Manager an annual salary of one hundred seventeen thousand, five hundred dollars (\$117,500), effective the date of this agreement; said salary to be subject to applicable withholdings and deductions and payable in installments in the same manner as other employees of the Town are paid, effective through June 30, 2015. Salary increases, if any, beyond this date shall be determined by the Board of Selectmen for budgetary purposes, by January 15th of each year to be included on the following fiscal year's budget, for any salary increase to be given the Manager. Upon completion of the Town Manager's review, the Board of Selectmen will vote to award said budgeted increase, or any partial amount thereof, to be effective July 1st.

The Town Manager shall receive the same benefits available to other non union full time employees except as follows:

The Town Manager shall be entitled to five (5) weeks (187.5 hours) vacation per year. Up to seventy five (75) hours/two weeks of vacation time may be carried over into a subsequent fiscal year of employment.

SECTION III, Hours of Work

The Town Manager shall devote full time and attention to the business of the Town and shall not hold any other public office, elective or appointive, nor be actively engaged in any other business or occupation during such service, unless such action or engagement is approved in advance and in writing by the Board; requests for such approval shall be resubmitted to the Board each time its composition changes. It is recognized that the Town Manager must devote a great deal of time outside 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, provided that the business of the Town is not adversely affected by taking such time, however, such time shall not be hour-for-hour.

SECTION IV, Town Manager Evaluation

The Board shall review and evaluate the Town Manager's performance annually twelve months after the board voted on and presented the manager the goals set for the manager.

The Chairman of the Board shall provide the Town Manager with a summary written statement of the performance evaluation findings of the Board and shall provide an adequate opportunity for the Town Manager to discuss the evaluation with the Board.

SECTION V, Termination or Renegotiation

This Agreement shall remain in effect, unless the Board terminates the appointment of the Town Manager in accordance with the Town Charter or another agreement is negotiated. Written notice of intent to renegotiate any portion of this agreement by either the Board or the Town Manager must be given at least two (2) months prior to the end of the fiscal year.

- A. In the event the Town Manager is terminated by the Board for a reason other than breach of a provision of this Agreement or violation of a provision of Massachusetts General Laws, the Town Charter or Bylaws, and the Town Manager would otherwise be willing and able to perform the duties and responsibilities of this position, the Town agrees to pay the Town Manager a lump sum cash severance payment equal to one (1) month annual salary. In the event of a voluntary resignation, the Town Manager shall not be entitled to any severance pay under this Agreement. Notwithstanding any other provision of this Agreement, the Town Manager shall be entitled to compensation for any unused, accumulated leave upon voluntary or involuntary separation, and must reimburse the town for any leave taken but not yet accumulated.
- B. In the event the Town Manager is terminated because of any illegal act or omission in relation to the performance of, or ability to perform, the duties of Town Manager, the Town shall have no obligation to pay any compensation under this section or otherwise, other than that due and payable for time actually worked prior to such termination.
- C. This Section shall survive any termination of the Agreement.

SECTION VI, Indemnification

To the extent allowed under Massachusetts General Law, Chapter 258, the Town shall defend, save harmless, and indemnify the Town Manager from and 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 or relating to the performance of his duties as Town Manager, even if said claim has been made following termination of employment, provided that said act or omission of the Town Manager occurred within the scope of his duties. The Town shall pay the cost of any settlement or judgment rendered thereon in accordance with applicable provisions of law. The Town reserves the right to compromise or 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 extend the services of the Town's attorney to the Town Manager in connection with such claims or suits involving the Town Manager in his professional capacity, excluding any claim or suit brought by or on behalf of the Town.

This section shall survive the termination of this Agreement.

SECTION VII. Supervision of Town Accountant

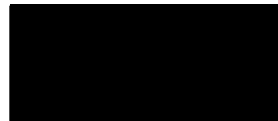
The Town recognizes that the Town Manager has an outside business relationship with the Town Accountant that predated appointment as Town Manager. The Board of Selectmen hereby agrees to supervise the Town Accountant for the duration of this contract, excluding the Accountant's daily operations. The Town Accountant shall remain an appointment of the Town Manager, per the Uxbridge Home Rule Charter, pursuant to an affirmative vote of the Board of Selectmen.

SECTION VII. 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:

Town:
Chairman of the Board of Selectmen and The Town Clerk
Uxbridge Town Hal
21 South Main Street
Uxbridge, MA 01569

Manager:
David A. Genereux



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 VIII 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 determined by a court of competent jurisdiction to be 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."
- E. The Agreement shall prevail over any conflicting personnel provisions of the Town's Bylaws or Rules and Regulations.
- F. The Town Charter shall prevail over any conflicting personnel provisions of this Agreement.

IN WITNESS WHEREOF, the Town of Uxbridge, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen, and the Town Manager, being fully knowledgeable of the terms set forth herein, has executed the same, as a sealed instrument on the dates referenced herein.

The Town Of Uxbridge

David Genereux

