

**EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF UXBRIDGE
AND
TOWN MANAGER STEVEN A. SETTE**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 3rd day of June, 2022 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 "Board" and Steven A. Sette, hereinafter called "Town Manager", as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of Steven A. Sette as Town Manager of the Town of Uxbridge;

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 obtain the services of the Town Manager, and to provide inducement for him or her to remain in such employment; and

WHEREAS, Steven A. Sette, 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 Steven A. Sette as Town Manager of said Town, and the Town Manager accepts said offer of employment. The Town Manager shall be the Chief Administrative Officer of the Town. The Town Manager shall perform the duties specified in the Article 4 Section 2 of the Uxbridge Home Rule Charter and of Town By-Laws and such other duties as the Board shall from time to time legally assign to him in a competent and efficient manner.

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Section II, Term.

This Agreement shall become effective July 1, 2022, and shall be in full force and effect until June 30, 2025. The Agreement shall be for a term of 3 years, subject to Section XII herein, 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 Article 4, Section 5 of the Uxbridge Home Rule Charter, which is incorporated herein by reference.
- B. In the event the Town Manager is terminated by the Town, or is requested to resign by the Board, prior to the expiration of the term of this Agreement, the Town agrees that it shall pay to the Town Manager a pro-rated lump sum cash payment equal to two months' salary for each year worked, with a maximum payment of 6 months' 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 negligence or 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.
- E. If the Town Manager dies during the Term of this Agreement, the employment relationship created hereby shall terminate and the Town Manager's estate shall be paid through the date of death.
- F. In the event the Board determines not to renew the Town Manager's Contract, subject to Section XII.

Section IV, Salary.

- A. Effective July 1, 2022 and continuing through June 30, 2023, the Town agrees to pay the Town Manager for services rendered under this Agreement, an annual base salary of \$170,000, subject to applicable withholdings and deductions, payable in installments at the same time as other employees of the Town are paid. This shall be considered the FY 2023 base salary.

- B. Effective July 1, 2023 and continuing through June 30, 2024, the Town agrees to pay the Town Manager for services rendered under this Agreement, an annual base salary of the FY 2023 base salary plus 1%, plus up to an additional 3% of the FY 2023 base salary based on successful performance, subject to applicable withholdings and deductions, payable in installments at the same time as other employees of the Town are paid. This Annual base salary plus payment for performance shall constitute the FY 2024 base salary.
- C. Effective July 1, 2024 and continuing through June 30, 2025, the Town agrees to pay the Town Manager for services rendered under this Agreement, an annual base salary of the FY 2024 base salary plus 1%, plus an up to an additional 3% of the FY 2024 base salary based on successful performance, subject to applicable withholdings and deductions, payable in installments at the same time as other employees of the Town are paid. The Annual base salary plus payment for performance shall constitute the FY 2025 base salary.
- D. 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 and the same benefits under this Agreement until such time as his or salary and benefits 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 after annually, said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Manager. The Board shall provide the Town Manager with a summary written statement of the evaluation findings of Board Members and shall provide an adequate opportunity for the Town Manager to discuss his evaluation with the Board. The individual evaluation of Board Members shall be part of the Town Manager's personnel file, subject to Massachusetts General Laws c. 4, § 7(26)(c).

Section VI, Hours of Work.

- A. 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.
- B. The Town Manager's office hours shall be, at a minimum, the hours that Town Hall is open for business, which is currently a 4-day workweek.
- C. All hours of work shall be devoted exclusively to Town business.

Section VII, Paid Benefits

- A. The Town shall provide the Town Manager a health insurance policy, similar to other Town employees. The Town shall pay the same percent of the policy as it pays for other Town Hall employees.
- B. The Town shall provide a supplemental life insurance policy of the same as it provides for other Town Hall employees.
- C. The Town Manager shall continue to be a member of the Worcester County Retirement System, and all eligible service will be transferred from Hopedale to the retirement system.
- D. The Town Manager shall be granted four (4) weeks paid vacation per contract year. A week shall be defined as four (4) working days. Up to 10 days of unused vacation days may be carried over from one year to another but must be used by December 31st of the calendar year.
- E. The Town Manager shall be granted eight (8) sick days per contract year. Unused sick days may be accumulated from year to year. There shall be no buy-back of sick leave upon retirement or termination of this agreement.
- F. Any unused vacation or sick leave remaining at the expiration of this Agreement shall carry over and be credited to the Town Manager if this Agreement is extended.
- G. The Town Manager shall receive the following 13 holidays:

New Year's Day
Martin Luther King Day
Freedom Day
Presidents' Day
Patriot's Day
Memorial Day
Juneteenth

Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

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The schedule of these holidays shall be the same as for other Town Hall employees.

- H. The Town Manager shall be granted three (3) days personal leave each contract year. There shall be no carry-over of unused Personal Days and there shall be no compensation for Personal days upon termination of this agreement.
- I. The Town Manager shall be eligible for the same bereavement leave, leave for jury duty, FLMA, and other leave as is available for other Town Hall employees, except as leave is otherwise detailed above.
- J. Should the Town Manager attend the International City Management Association's (I.C.M.A.) meetings or Annual Conference or other professional conferences, time spent at such conferences shall not be deducted from his or her vacation leave and shall be considered as professional development leave.

Section VIII, Professional Development.

- A. The Town shall pay the Town Manager's registration fees(s), travel and subsistence expenses to and from the I.C.M.A. Annual Conference, Massachusetts Municipal Association Annual January Conference, and the Massachusetts Municipal Managers' Association Annual Spring or Fall Conference.

Section IX, Dues and Subscriptions.

The Town agrees to pay for the professional dues and subscriptions of the Town Manager necessary for his or her membership in the following professional organizations:

International City Management Association (I.C.M.A.); Massachusetts Municipal Managers' Association; and any other professional organizations deemed necessary and desirable for his or her continued professional participation, growth and advancement and for the good of the Town.

Section X, Expenses.

- A. The Town Manager's duties require that he be on duty and available 24 hours a day, 7 days each week. The Town Manager shall be reimbursed monthly for up to \$500 in expenses related to business use of his personal vehicle including gasoline, repairs, and insurance (or alternatively mileage expenses based on the IRS determined mileage reimbursement rate), tolls and parking expenses in connection with his discharge of his duties. Such reimbursement shall not include mileage for the daily trips between work and home, but trips between work and home for other than work day trips shall be eligible.
- B. If the Town Manager leaves the employment of the Town and serves as a witness in depositions, trials, or administrative proceedings, 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.

This Section X, subsection B. shall survive the termination of this Agreement.

Section XI, Indemnification.

- A. To the extent permitted pursuant to G.L. c. 258, 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 or her 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.
- B. 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.
- C. This indemnification shall also apply to the Town Manager after he leaves the employment of the Town.
- D. The Town shall not be required to indemnify or hold harmless the Town Manager for an intentional violation of the civil rights of any person or if he acted in a grossly negligent, willful or malicious manner.
- E. The Town shall not be required to indemnify or pay legal expenses or costs incurred for any proceeding, hearing or appeal related to any action brought by either party to enforce this agreement.
- F. This section XI shall survive the termination of this Agreement.

Section XII, Non-Renewal of Agreement.

- A. If the Board decides not to renew this Agreement at its termination, the Board shall give the Town Manager written notice at least 3 months 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 6-month period, but this automatic renewal shall occur only once.
- B. 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 6-month period, but this automatic renewal shall occur only once.
- C. It is expressly understood that a decision not to renew this Agreement shall not be construed as a dismissal, require a hearing, or trigger the removal procedures required by Article 4, Section 5 of the Charter.

Section XIII, Other Terms and Conditions of Employment.

- A. All provisions of law of the Commonwealth of Massachusetts relating to 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 by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- 1. TOWN: Chairman of the Board of Selectmen
21 South Main Street
Uxbridge MA 01569
- 2. TOWN MANAGER: Steven A. Sette
176 Snake Hill Road
North Situate RI 02857

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, 29 U.S.C., Section 201, *et seq.*, the Town Manager shall be an "exempt employee."
- E. No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.
- F. This Employment Agreement is the result of negotiation and compromise by and among the parties and no party shall be prejudiced as having been the drafter of the Employment Agreement.

~ *Signature Page Follows* ~



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 duly attested by its Town Clerk, and the Town Manager has signed and executed this Agreement, both in duplicate.

TOWN OF UXBRIDGE

Acting by and through
Its Board of Selectmen



Brian Butler
Chairman, Board of Selectmen

TOWN MANAGER



Steven A. Sette
Town Manager

DATE: 6/3/22

DATE: 6-3-22

Attest to Signature:


Town Clerk

DATE: 6/3/22

Approved as to Legal Form

Town Counsel

DATE: _____

I certify there is an appropriation in Account _____
to fund this contract.

Town Accountant

DATE: _____

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 duly attested by its Town Clerk, and the Town Manager has signed and executed this Agreement, both in duplicate.

TOWN OF UXBRIDGE

Acting by and through
Its Board of Selectmen

Brian Butler
Brian Butler
Chairman, Board of Selectmen

TOWN MANAGER

Steven A. Sette
Steven A. Sette
Town Manager

DATE: 6/3/22

DATE: 6-3-22

Attest to Signature:

Jelly J. Cota
Town Clerk

DATE: 6/3/22

Approved as to Legal Form

Robert M. [Signature]
Town Counsel

DATE: 6/6/22

I certify there is an appropriation in Account _____
to fund this contract.

Town Accountant

DATE: _____