

AN EMPLOYMENT AGREEMENT

BETWEEN

TOWN OF PRINCETON

AND

HIGHWAY SUPERINTENDENT

THIS AGREEMENT, made this 7th day of October, 2019, by and between the Town of Princeton, a duly authorized municipal corporation in Massachusetts, acting by and through its Board of Selectmen (hereinafter the "Employer" and sometimes the Town") in accordance with Section 6 of Chapter IV of the Town's General Bylaws and Ben Metcalf hereinafter (the "Highway Superintendent").

WITNESSETH:

WHEREAS, Employer desires to employ the services of Ben Metcalf as Highway Superintendent of the Town; and

WHEREAS, the Board desires to retain the services of the Highway Superintendent and to provide inducement for him to remain in such employment; and

WHEREAS, Ben Metcalf desires to accept employment as Highway Superintendent of said Town.

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

Section I

Duties

- A. The Employer hereby agrees to employ Ben Metcalf as Highway Superintendent of the Town commencing October 2, 2019. The Highway Superintendent shall perform the functions and duties of this office as specified in Massachusetts General Laws, the Princeton By-Laws and such other duties and functions as the Board shall from time to time legally assign to him.

Section II

Term

- A. The term of this Agreement will be a five (5) year agreement beginning October 2, 2019 through October 2, 2024.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of the Highway Superintendent at any time, with cause, subject to the provisions set forth in Section III of this Agreement.

Section III

Termination and Severance Pay

- A. The Highway Superintendent may voluntarily terminate his employment with the Town, in which case he shall give the Town thirty (30) days advance written notice unless a shorter period of notice is mutually agreed to. He shall file a copy of his resignation with the Town Administrator. The Town Administrator shall then hold the resignation for thirty (30) days and then file it with the Town Clerk.
- B. The Board may terminate the employment of the Highway Superintendent for cause. In such case:
1. The Board will suspend the Highway Superintendent with pay from performance of any duties by written notice which shall state the reason or reasons for the suspension,

the intention to consider termination of his employment, and set a date for a hearing on the matter within thirty (30) days, which a hearing may be a public hearing or in executive session at the option of the Highway Superintendent;

2. At such hearing, the Highway Superintendent may be present, may speak and have others speak on his own behalf, may question any witness, and may have legal counsel present for the purposes of advising the Highway Superintendent and presenting arguments on his behalf; and
3. Not later than five (5) working days after this hearing, the Board will vote on whether or not to terminate the employment of the Highway Superintendent. If a majority of the Board votes to terminate the employment of the Highway Superintendent, the termination will be effective on the day following such vote, and the Highway Superintendent will be paid all salary and benefits earned through the date of his termination. If a majority of the Board does not vote to terminate the Highway Superintendent's employment, the Highway Superintendent's suspension will terminate automatically, and the Highway Superintendent will be returned to his duties.

C. In the event the Board wishes to terminate this Agreement and the Highway Superintendent's employment without cause, the Town shall give the Highway Superintendent not less than one (1) month prior written notice of termination of the Agreement and employment and then shall provide severance pay equal to three (3) month's salary to the Highway Superintendent. Said sum to be paid as a lump sum at the time of termination, or the next regularly scheduled pay period following the last day of employment of the Highway Superintendent

Section IV

Compensation

- A. The Town agrees to pay the Highway Superintendent for services rendered under this Agreement, an annualized base salary of \$70,000.00 commencing October 2, 2019 payable in equal bi-weekly installments. The Highway Superintendent will receive annual merit increases effective on July 1st of each year of this contract contingent upon a satisfactory Performance Evaluation in accordance with Section V. The Highway Superintendent will be subject to the Town's Personnel Policy.
- B. The Town shall not at any time during the term of the Agreement reduce the salary of the Highway Superintendent, except to the degree such a reduction is across the board for all other employees of the Town.

Section V

Performance Evaluation

- A. Annually, during the Highway Superintendent's employment, the Town Administrator and Highway Superintendent will (1) define such goals and performance objectives as they determine necessary for the proper operation of the Highway Department and attainment of the Board's policy objectives with respect to the Highway Department, and (2) establish a relative priority among those various goals and objectives which (a) will be reduced to writing, and (b) will generally be attainable within the time limits specified between the Highway Superintendent and Town Administrator, and within the annual operating and capital budgets and appropriations provided by the Town.
- B. The Town Administrator will review and evaluate the performance of the Highway Superintendent every year during the Highway Superintendent's employment. The evaluation

will be conducted pursuant to the Personnel Policy and cover the degree of attainment of the specific goals and objectives developed as provided in Paragraph A of this Section. These goals and objectives may be increased or reduced as the Town Administrator may from time to time determine after consultation with the Highway Superintendent. The Town Administrator will provide the Highway Superintendent with a summary written statement of the evaluation findings, including an average overall rating, and the Board will provide an adequate opportunity for the Highway Superintendent to discuss his evaluation with the Town Administrator. In effecting the provisions of this Section, the Board and the Highway Superintendent agree to abide by the provisions of applicable law.

Section VI

Leaves

- A. The Highway Superintendent will be entitled to earn vacation leave in accordance with the Town's Personnel Policy. Vacation leave will be scheduled by the Highway Superintendent so as not to conflict with the needs of the Town.
- B. The Highway Superintendent will earn sick leave at the rate and to the maximum amount allowed for employees of the Town under the Town's Personnel Policy. The Highway Superintendent will not be entitled to pay in lieu of unused sick leave upon termination of employment.
- C. The Highway Superintendent will be entitled to holiday leave on all legal holidays on which non-police employees of the Town are not required to work.
- D. The Highway Superintendent will be entitled to bereavement leave as allowed for employees of the Town under the Town's Personnel Policy.

E. If the Highway Superintendent is required to work on a Holiday as specified in the Town Personnel Policy, he is entitled to take one day off within ninety (90) days of the Holiday worked.

Section VII

Medical Insurance, Life Insurance and Retirement

A. The Highway Superintendent will be entitled to the following group medical and group term life insurance coverage:

1. Group health and term life insurance offered by the Town to other Town employees, excluding employees in the Light Department, any collective bargaining units, the Town Administrator, and the Town's Police Chief, and the Town shall contribute toward premium payments according to the same formula applicable to such other employees.

B. The Highway Superintendent will participate in the Worcester County Retirement Plan, with all contributions being made by him.

Section VIII

Professional Development

A. Subject to appropriation for travel in accordance with Massachusetts law, and the availability of funds, the Town will pay for the Highway Superintendent's registration fees and reasonable travel and subsistence expenses in connection with his attendance at the Massachusetts Highway Association Annual Conferences and Worcester County Highway Association Annual Conferences and his reasonable expenses connected with his attendance at meetings of the appropriate Massachusetts professional organizations including without

limitation meetings of the Massachusetts Highway Associations and Worcester County Highway Association.

- B. Subject to appropriation in accordance with Massachusetts law, the availability of funds and prior approval of the Board, the Town will pay or reimburse the Highway Superintendent for his registrations and reasonable expenses in connection with his attendance at professional management development courses, institutes and seminars.
- C. The Town will reimburse the Highway Superintendent for renewal of his hydraulic license and the difference in cost between renewal of his CDL and Class B driver's license.

Section IX

Dues and Subscriptions

- A. The Town agrees to budget and pay for the professional dues and subscriptions of the Highway Superintendent necessary for his membership in the Massachusetts Highway Association and Worcester County Highway Association.

Section X

General Expenses

- A. The Highway Superintendent shall be reimbursed for reasonable and appropriate expenses incurred in the performance of his duties.

Section XI

Vehicle Allowance

- A. The Highway Superintendent is assigned a Municipal Vehicle for take-home given his requirement for frequent emergency availability during non-working hours. Authorization to operate a Municipal Vehicle may be rescinded by the Board of Selectmen, at which time the

Highway Superintendent will be reimbursed for the use of his personal vehicle at the rate per mile as being paid to other Town employees.

B. The following rules apply while operating a Municipal Vehicle:

1. Safe, legal operation of vehicles is required at all times; distracted driving as defined under Massachusetts General Law c. 90, § 13B is prohibited.
2. Employees are prohibited from possessing open alcoholic containers or illegal drugs, or controlled substances in a Municipal Vehicle or in a Personal Vehicle being used for Town business.
3. Employees may not operate Municipal Vehicles or Personal Vehicles for Town business while under the influence of alcohol, illegal drugs, or any controlled substances that affect the safe operation of a vehicle.
4. Tobacco use, including electronic cigarettes, is prohibited inside Municipal Vehicles.

Section XII

Terms and Conditions of Employment

The Board, in consultation with the Highway Superintendent, shall fix any other terms and conditions of employment of the Highway Superintendent as it may deem necessary from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other law.

Section XIII

Notices

Notices pursuant to this Agreement shall be given by certified mail addressed as follows:

1. Town:
Town Administrator
Town of Princeton
6 Town Hall Drive
Princeton, MA 01541-1137

2. Highway Superintendent: Ben Metcalf
64 Wheeler Road
Princeton, MA 01541

Unless either party hereafter informs the other party in writing of a change of address.

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

Section IX

General Provisions


- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement will be binding upon, and inure to the benefit of, the heirs at law and executors of the Highway Superintendent.
- C. If any provision 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 purposes of the Fair Labor Standards Act, The Highway Superintendent shall be deemed an exempt employee.

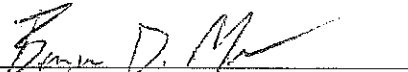
IN WITNESS WHEREOF, the Town of Princeton, Massachusetts has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen and duly attested by its Town Clerk, and the Highway Superintendent has signed and executed this Agreement, both in duplicate, the day and year first above written.

TOWN OF PRINCETON
Acting by and through

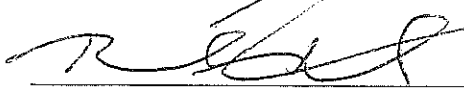
HIGHWAY SUPERINTENDENT

its Board of Selectmen


Karen Cruise, Chair


Ben Metcalf


Mathew Moncreaff, Clerk


Richard Bisk

Town Clerk Attest: _____