

***EMPLOYMENT CONTRACT  
BETWEEN CHARLES SEELIG  
AND THE TOWN OF EAST BRIDGEWATER***

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, is made and entered into this 18<sup>th</sup> day of October, 2021, by and between the Town of East Bridgewater, Commonwealth of Massachusetts, a municipal corporation, acting by and through its Board of Selectmen, who act hereunder in their representative capacity only and without any personal liability to themselves, hereinafter called "Employer", and Charles Seelig, hereafter called "Town Administrator."

WITNESSETH:

1. Employer desires to employ the service of Charles Seelig as Town Administrator for the Town of East Bridgewater, as provided by the East Bridgewater Town Charter or the authority granted to the Board of Selectmen therein; and
2. It is the desire of the Employer to describe and define the duties, subject to the Town bylaws, to provide certain benefits, to establish certain terms and conditions of employment, and to set the working conditions of said Town Administrator pursuant to Chapter 41, Section 108N of the Massachusetts General Laws; and
3. The Town Administrator represents that he is qualified and capable of performing the duties and responsibilities of said position, which shall include but not be limited to those specified in the Town Administrator Job Description adopted and reviewed by the Board of Selectmen on October 14, 2003 (see Addendum A) as shown on the job description, subject to the Town bylaws, which shall be incorporated by reference herein; and
4. Town Administrator desires to accept full time employment as Town Administrator of said Town and to use his best efforts, skills, abilities and training to carry out his duties and responsibilities.

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

## **Section 1. Duties**

The Town Administrator shall perform the duties described in the Job Description and Town bylaws, as well as all duties and responsibilities assigned by the Board of Selectmen.

## **Section 2. Term**

The term of this Agreement shall be from November 22, 2021 through December 31, 2024, unless sooner terminated in accordance with the provisions hereof. The Town Administrator agrees to remain in the exclusive employ of the Employer during the term of this Agreement. The starting date of this Agreement may be modified by mutual agreement of the Parties. The Employer shall notify the Town Administrator not less than six (6) months prior to the termination of this Agreement if they do not intend to renew or extend this Agreement. In the event that the Employer elects not to renew or extend this Agreement and fails to provide notice thereof at least six (6) months prior to the termination of the Agreement, the Town Administrator shall receive severance pay as described in Section 4(E) of this Agreement. Said severance shall be payable at separation.

## **Section 3. Salary**

Subject to the terms and conditions of this Agreement, and while he is engaged as and performing the duties of the Town Administrator, the Employer agrees to pay the Town Administrator for his services rendered pursuant hereto an annual salary, as shown below:

- Effective November 22, 2021 – through December 31, 2022
  - o \$2,873.56 per week (\$150,000 divided by 52.2 weeks)
- Effective January 1, 2023 – Annual Salary - \$155,000\*
- Effective January 1, 2024 – Annual Salary - \$160,000\*

\*The \$5,000 salary increases shown shall be subject to the Town Administrator receiving a favorable performance evaluation as described in Section 5 below. "Favorable" in this context shall be defined as an overall rating of satisfactory or better.

The Town Administrator recognizes and agrees that he will not be entitled to any salary increases or changes in benefits accorded to other town employees during the term of this Agreement, unless the Employer agrees to same by an amendment to this Agreement. To that end, the terms of this Agreement shall supersede and prevail over any terms and conditions of the Personnel Bylaw of the Town of East Bridgewater except where otherwise specifically provided for in this agreement. The foregoing annual salary for the period of this Agreement shall not be subject to the budget appropriation for said salary.

#### **Section 4. Suspension, Termination and Severance Pay**

A. Suspension. Employer may suspend the Employee for cause, without pay, at any time during the term of this Agreement. Paid administrative leave shall not be considered a suspension under this Agreement, and the Employer retains the right to place the employee on such leave for any reason. Prior to imposing a suspension without pay, the Town Administrator shall provided with notice of reason for such suspension and an opportunity to request a hearing to consider whether cause exists to support said unpaid suspension.

B. Termination. The Town Administrator may be removed by the Board of Selectmen for cause after a public hearing, "Cause" under this Agreement shall be defined as failure to meet performance goals or serious misconduct in violation of any law or Town policy, whether such misconduct occurs on or off duty.

C. In the event Town Administrator voluntarily resigns his position with Employer before expiration of the term of employment provided for herein, then Town Administrator shall give the Employer two months' notice in advance unless the parties otherwise agree. In the event Town Administrator voluntarily resigns, he shall not be eligible for severance benefits.

D. Nothing shall prevent the Employer from undertaking the termination of the Town Administrator at such time as the Town Administrator is under suspension, subject to the provisions of this Agreement.

E. If the Town Administrator is terminated by the Employer during the term of this Agreement, he shall be paid severance pay in the amount equivalent to four (4) months' wages. Acceptance of said severance pay shall constitute a waiver of any and all claims or causes of action against the Town of East Bridgewater or any official or employee of the Town, arising out of the Town Administrator's employment.

## **Section 5. Performance Evaluation**

Annually, the Board of Selectmen and the Town Administrator shall define such goals and performance objectives, and the Town Administrator's role in the attainment of such goals and objectives, which they determine necessary for the proper operation of the Town and attainment of the Employer's policy objectives. The Town Administrator shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The Town Administrator shall prepare and submit for the Board of Selectmen's approval a written document summarizing said goals and objectives which shall be signed by both parties and shall be attached to and become a part of this agreement.

The Board of Selectmen shall review and evaluate the performance of the Town Administrator on or about October 1, 2022. Subsequent reviews shall be performed in October of each subsequent year of this Agreement.

## **Section 6. Hours of Work**

Except as otherwise authorized, the Town Administrator shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position.

Due to the unique nature of the municipal management function, it is

understood and agreed that in order to properly perform the job required, the Town Administrator may have to expend additional time beyond the normal work day, and the Town Administrator agrees to do same as required. The Employer shall generally require the Town Administrator to be physically present at his office at Town Hall during the normal workday. It is recognized and understood that the Town Administrator must devote substantial time outside of normal business hours to the Town's business, and he shall be allowed to take reasonable time off in recognition of such additional time. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

**Section 7.       Vacation, Holiday, Personal Leave, Sick Leave and Jury Duty**

A.               Town Administrator shall be granted five (5) weeks (25 paid days) vacation leave upon hiring for the period of November 22, 2021 through December 31, 2022. He shall receive five (5) weeks (25 paid days) vacation leave on January 1, 2023 and on January 1, 2024.

B.               With the approval of the Employer, the Town Administrator may carry over two weeks of vacation into the following year. Total accumulated carried over vacation leave cannot exceed two (2) weeks at any time. Subject to the terms and conditions of this agreement, upon termination the Town Administrator shall be paid for all unused vacation leave.

C.               The following shall be paid holidays for the Town Administrator: New Years Day, Labor Day, Martin Luther King Day, Columbus Day, President's Day, Veteran's Day, Patriot's Day, Thanksgiving Day, Memorial Day, Christmas Day, Juneteenth, Independence Day and any other day or half-day that Town Hall is closed for a holiday. If any of these days falls on a Saturday, the preceding Friday will be considered the holiday. Holidays on a Sunday will be celebrated on Monday.

D. The Town Administrator shall receive fifteen (15) paid sick days on November 22, 2021 and shall receive an additional fifteen (15) paid sick days on January 1, 2023 and on January 1, 2024. Said sick days may be accumulated or carried over up to a maximum of forty-five (45) days. The Town Administrator shall notify the Chair of the Board of Selectmen when absent due to illness and maintain a record of all time off taken due to illness. The Town Administrator shall not be compensated for unused sick leave upon termination or separation.

E. The Town Administrator shall be granted two (2) days personal leave on November 22, 2021 to be used before December 31, 2022. He shall receive two (2) days personal leave on January 1<sup>st</sup> of each succeeding year of this Agreement. The Town Administrator may not carry over unused personal leave into a subsequent fiscal year. Said personal leave days are not eligible for buyback upon resignation or termination.

F. In the event of the death of a member of the Town Administrator's immediate family, he shall be allowed three days off without loss of pay. "Immediate family" shall be defined as a spouse, parent, sibling, child, grandchild, mother-in-law, father-in-law, or spouse of a sibling.

G. In the event that the Town Administrator serves as a juror in a federal court or in the Courts of the Commonwealth, he shall receive from the Town the difference between his salary and the compensation he received for such jury services, exclusive of any travel or other allowance; provided, however, he shall receive his or her full pay for his or her first three days of service for the Commonwealth of Massachusetts.

## **Section 8 Health and Life Insurance**

The Town Administrator (which term in this context under this provision shall include his dependents) shall be entitled to participate in whatever group medical, dental, life insurance and benefit plans are offered by or through the Town of East Bridgewater

and the pension benefit plan through the Plymouth County Retirement Board on the same basis as other Town employees.

### **Section 9. Indemnification**

Employer shall provide indemnification and legal defense for the Employee in accordance with M.G.L. c. 258. To the extent not otherwise prohibited by law said indemnification and legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Employee, so long as the Employer would have been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment not have been terminated. Employee shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to said claim. The Town, during the term of this Agreement, will maintain adequate professional liability insurance for the Town Administrator in connection with his performance of his duties as Town Administrator.

### **Section 10. Other Terms and Conditions of Employment**

A. Reimbursement for Expenses, The Town Administrator shall be reimbursed for mileage for authorized business use of his private automobile, excluding commuting to and from work, at the established Town rate, including tolls and parking. The Town Administrator will also be reimbursed for other authorized expenses incurred in the conduct of Employer's business including the purchase of a cell phone and laptop unless supplied by the Town. Subject to available funding, the Town Administrator will be reimbursed for any expenses incurred as an official representative of the Town including attendance by him or her at civic or social events.

B. Professional Dues and Activities, Educational courses, seminars and/or meetings are encouraged to maintain professional certifications and promote knowledge for the Town Administrator. The Town shall pay for membership in the Massachusetts Municipal Managers Association (MMMA) and the International City Managers Association (ICMA) and for expenses related to attendance at conferences sponsored by

those organizations, subject to available funding. The Town Administrator shall notify the Board of Selectmen if he will be out of the office for one (1) work day or longer for professional development activities.

C. The Town Administrator is an Exempt Official under the Town of East Bridgewater Personnel Bylaw, and as such, is not entitled to any other right or benefit under the Personnel Bylaw not specifically enumerated in this Agreement.

D. The Town Administrator shall be provided with a cell phone for conducting Town business. Since the Town Administrator's duties require that he be on duty and available 24 hours a day, 7 days each week, he shall be allowed personal use of the cell phone. The Town Administrator shall also be provided with a laptop computer for conducting Town business.

E. If the Town Administrator 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.

F. The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Town Administrator, except to the degree such a reduction is across the board for all other employees of the Town.

G. 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. This Section shall survive the termination of this Agreement.



## **Section 11. Notices**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, First Class Mail, postage prepaid, addressed as follows:

1.     Employer:     Board of Selectmen  
                            175 Central Street  
                            East Bridgewater, Massachusetts 02333
  
2.     Town Administrator: Charles Seelig

## **Section 13. General Provisions**

A.     This Agreement shall constitute the entire Agreement between the parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein.

B.     This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Town Administrator.

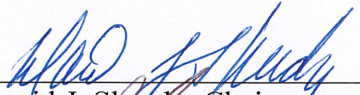
C.     This Agreement shall become effective commencing November 22, 2021, unless the Parties agree to a different date in writing.

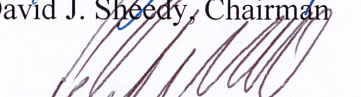
D.     All benefits and obligations of the Employer, except as otherwise provided herein, shall be conditional upon the Town Administrator being employed as and performing the services required of the Town Administrator.

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

IN WITNESS WHEREOF, the Town of East Bridgewater, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen and the Town Administrator has signed and executed this Agreement, both in duplicate, the day and year first above, written.

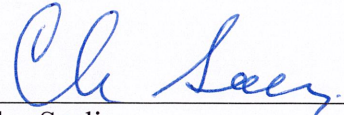
**Board of Selectmen**

  
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David J. Sheedy, Chairman

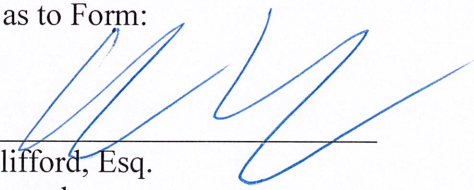
  
\_\_\_\_\_  
Peter Spagone, Jr., Vice Chair

  
\_\_\_\_\_  
Carole Julius, Clerk

**Town Administrator**

  
\_\_\_\_\_  
Charles Seelig

Approval as to Form:

  
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John J. Clifford, Esq.  
Town Counsel

Date: 10/18/2021