

## **Employment Agreement Between Heather Budrewicz And the Town of Southampton**

This Agreement is made and entered into on this \_\_\_\_ day of February 2014, by and between the Town of Southampton ("Town"), a municipal corporation acting through its Select Board ("Board"), and Heather Budrewicz ("Town Administrator"), pursuant to the provisions of M.G.L. Chapter 41, §108N.

In consideration of the promises herein contained, the parties mutually agree as follows:

1. **Employment:**

The Town hereby employs Heather Budrewicz as Town Administrator of the Town of Southampton and the Town Administrator hereby accepts such employment subject to the terms and conditions of this Agreement. The term of this Agreement and said employment shall be from March 3, 2014 through June 30, 2017. The Town Administrator agrees to continue employment with the Town until June 30, 2017. The Town Administrator may accept incidental engagements of a professional nature, provided that these engagements do not derogate from or interfere with her duties as Town Administrator. At least twelve (12) months prior to the expiration of the Agreement, the Town Administrator shall notify the Board in writing of the pending expiration of this Agreement. Should the Town fail to notify the Town Administrator that the agreement will not be extended at least three (3) months prior to the expiration of this Agreement, said Agreement shall continue in full force and effect for an additional three (3) months. Upon the expiration of any such extension period, the Town Administrator's employment and this Agreement shall terminate.

2. **Salary:**

The Town agrees to initially compensate the Town Administrator at the annual rate of \$56,000 for FY 2014. Subject to the Town Administrator's receipt of a satisfactory or better performance evaluation from the Board after six (6) months of employment, she shall be eligible for a salary increase in an amount to be determined by the Board for the balance of FY 2015. Subject to the Town Administrator's receipt of a satisfactory or better performance evaluation from the Board for the fiscal year ending June 30, 2015, her annually salary shall be increased in an amount to be determined by the Board effective July 1, 2015. Subject to the Town Administrator's receipt of a satisfactory or better performance evaluation from the Board for the fiscal year ending June 30, 2016, her annually salary shall be increased in an amount to be determined by the Board effective July 1, 2016. The parties agree that the salary stated herein is an annual salary to be paid in installments throughout the year in the same manner as all other town employees, and that this compensation will continue as long as the contract is in force. The parties acknowledge that the Town Administrator is an exempt employee under the Fair Labor Standards Act and is not entitled to any overtime pay.

3. **Vacation Leave, Sick Leave and other Benefits:**

The Town Administrator shall be granted fifteen (15) days of vacation leave without loss of pay on an annual basis. A prorated amount of vacation will be granted in FY 2014. In each subsequent year, vacation leave will be credited on July 1<sup>st</sup>. All vacation time must be used in

the year in which it is credited or it shall be forfeited. With the permission of the Board the Town Administrator may carry over up to one (1) week of unused vacation time into the subsequent year. Vacation will be scheduled and approved by the Chairman of the Board as much in advance as possible. On termination by either party of service with the Town, the Town Administrator will be entitled to receive payment at her current wage scale for any unused vacation time.

The Town Administrator will be entitled to three (3) days of absence from duty without loss of pay for personal business per fiscal year. A prorated amount will be granted in FY 2014.

The Town Administrator shall be granted bereavement leave as set out in the Town's Personnel Policies.

Sick leave shall be earned at the rate of ten (10) days per fiscal year. A prorated amount will be granted in FY 2014. There shall be no accumulation of unused sick leave from one fiscal year to the next. Once all sick leave has been used, the Town Administrator will be required to use her vacation time or request an unpaid family medical leave if additional time is required, subject to the Family and Medical Leave Act.

The Town Administrator will be entitled to the following paid holidays:

New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Patriot's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Court leave of absence shall be granted to the Town Administrator as follows:

(1) If the Town Administrator is called upon to serve on a jury, the Town Administrator shall be paid the difference between any fees received while serving on the jury and her regular rate of pay.

(2) If the Town Administrator is summoned to appear in court as a witness for the Town or for an incident occurring during working hours, she shall receive full compensation for any time lost and shall return to the Town such fees as she may collect.

The Board agrees to provide the Town Administrator with the same group health and life insurance benefits available to the other non-union Town employees under the Town's Personnel

Bylaw and Personnel Policies and in conformity with the provisions of Massachusetts General Laws, Chapter 32B.

4. **Professional Affiliations:**

The Town shall annually provide funds for membership or subscription in appropriate professional organizations, as determined by the Board, including costs of attending state and national meetings.

Subject to the Board's prior approval, the Town agrees to pay for the registration, travel and subsistence expenses of the Town Administrator for short courses, institutes, seminars and conferences that are necessary for her professional development.

The Town shall pay for the Town Administrator's registration fee(s) travel and subsistence expenses to and from the I.C.M.A. Annual Conference, Massachusetts Municipal Association Annual Conference, and the Massachusetts Municipal Managers' Association Annual Conference. If any of the above requires out-of-state travel, prior approval of the Board of Selectmen will be required.

5. **Mileage:**

The Town shall reimburse the Town Administrator for all mileage accumulated to the Town Administrator's personal vehicle for Town related business at the rate per mile set forth in the Town's Personnel Policy.

6. **Hours of Work:**

The Town Administrator shall be required to devote the amount of time necessary to effectively, professionally, and diligently discharge the duties of the position and manage the affairs of the Town of Southamton and the employees under her supervision, which may include evening and/or weekend hours. The Town Administrator shall be required to work a minimum of (40) hours per week, to be scheduled Monday through Friday. It is understood that it is necessary for the Town Administrator to maintain office hours consistent with Town Hall, although the Town Administrator as an exempt employee under the FLSA may not necessarily be at the Town Hall during all of those hours.

The Town Administrator will be available to the Town at all times of the day through the entire year, except during periods of illness or approved vacation or other leave, and shall provide the Town with efficient means of communication and contact when she is either off duty or out-of-town for any and all reasons. The Town Administrator will report to the Chair of the Select Board when she is absent from work. The Town Administrator will submit a time sheet recording time in and time out and days off.

7. **Duties:**

The Town Administrator shall serve as the Town's Chief Administrative Officer. The Town Administrator shall perform all duties specified in her attached job description, the provisions of which are incorporated herein by reference, as well as any other duties that may from time to time be assigned to her by the Board.



B. Notwithstanding any provisions of this Agreement, the first sixty (60) days of the Town Administrator's employment as such shall be considered a probationary period. During the probationary period, the Town Administrator shall serve at the pleasure of the Board and may be removed at any time. ~~Said removal during the probationary period shall not be subject to any of the notice, severance or cause provisions of this Agreement.~~ During the 60 day probationary period, the Town Administrator can be terminated for any reason with a hearing. This probationary period and the terms and conditions of same may be extended for up to an additional six (6) months by written agreement of the parties. Following successful completion of the probationary period, the Town Administrator's employment under this contract may be terminated for cause, but only after a written statement of the reasons for the termination and a hearing on the matter have been provided.

C. This agreement may be terminated or modified by the parties by mutual written agreement at any time.

D. In the event that the Town Administrator is dismissed by the Board prior to the expiration of the term of this Agreement without cause, the Town agrees that it shall pay to the Town Administrator a severance payment equal to four (4) weeks aggregate salary as well as unused vacation time. The Agreement shall be deemed to be terminated upon dismissal and all rights and benefits shall cease, except for the entitlement of severance pay, unused vacation pay and post-removal indemnification

12. **Entire Agreement:**

This contract embodies the whole agreement between the Town and the Town Administrator and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. No changes to the express terms of this Agreement shall be enforceable unless reduced to writing and mutually executed.

13. **Invalidity:**

If any paragraph, part of, or rider to this Agreement is invalid, it shall not effect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

14. **Governing Law:**

This Agreement shall be governed by and construed pursuant to the laws of the Commonwealth of Massachusetts.

15. **Appropriation:**

All terms of this Agreement are subject to annual appropriation by Town Meeting.

IN WITNESS THEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_

day of February in the year 2014.

TOWN ADMINISTRATOR:

Heather M Bubewicz

SELECT BOARD:

Michael P...

Eduard J. Guly

Elizabeth Mouton

[Signature]

Josephine M. Jant

491036/27600/0002

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**Amendment I**  
**Between Town of Southampton, MA**  
**And**  
**Heather Budrewicz**  
**Town Administrator**

This Amendment (hereinafter "Amendment") is made and entered into by and between the Town of Southampton, (hereinafter "Employer"), and Heather Budrewicz (hereinafter "Employee"). This Amendment shall supersede and replace any conflicting sections in the original Agreement dated, February 2014. The Amendment shall take effect immediately upon signing.

**Section 3: Vacation Leave, Sick Leave and other Benefits:**

(Replace 1<sup>st</sup> Five Paragraphs, Resuming with Court Leave)

The Town Administrator shall be granted (28) days of flex-time to be used during the fiscal year. This time can be used for vacation, sick-leave, and/or personal time. A prorated amount of flex-time will be granted in FY 2014. In each subsequent year, flex-time will be credited on July 1<sup>st</sup>. All flex-time must be used in the fiscal year in which it is credited or it shall be forfeited. With the permission of the Board, the Town Administrator may carry-over up to 1 week (40 hours) of unused flex-time into the subsequent year. Flex-time will be scheduled and approved by the Chair of the Board as much in advance as possible. On termination by either party of service with the Town, the Town Administrator will be entitled to receive payment at her current wage scale for up to 15 days of unused flex-time. The Town Administrator will be entitled to the following paid Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Patriot's Day
- Memorial Day
- Independence Day

- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

This Amendment Agreement is entered into this 17<sup>th</sup> day of June 2014 between the Town of Southampton, through the Board of Selectmen, and Heather Budrewicz.

  
Heather Budrewicz, Town Administrator

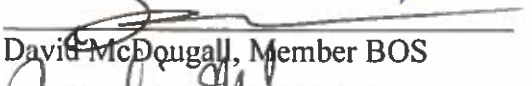
7-1-14  
Date

  
Elizabeth Moulton, Chair BOS

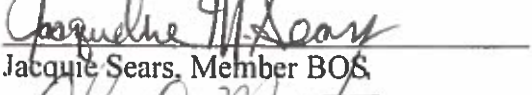
7-1-14  
Date

  
Edward Cauley, Member BOS

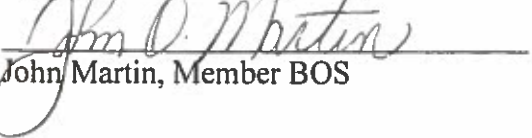
7-1-14  
Date

  
David McDougall, Member BOS

7-1-14  
Date

  
Jacquie Sears, Member BOS

7-1-14  
Date

  
John Martin, Member BOS

7/1/14  
Date