

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of January, 2015 with an employment date commencing January 26, 2015, between the Town of York, Maine (hereinafter called TOWN) and Stephen H. Burns (hereinafter called MANAGER) pursuant to these terms and conditions:

- A. WHEREAS, the TOWN wishes to employ the services of said Stephen H. Burns as the Town Manager of the Town of York;
- B. WHEREAS, the parties hereto desire to (1) secure and retain the services of the MANAGER and to provide inducement for him to remain in such employment, and (2) define the benefits and working conditions of the MANAGER's employment, and (3) to provide a just means for terminating the MANAGER's contract of employment at such time as he may be unable to discharge his duties due to disability, resignation or termination by the TOWN;
- C. WHEREAS, Employee wishes to accept employment as Town Manager of said TOWN under the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the TOWN and the MANAGER agree to the following:

1. **DUTIES** - The Town of York hereby agrees to employ Stephen H. Burns as Town Manager to perform the functions and duties so specified and to perform the such other legally permissible and proper duties and functions as may be set forth in the Town Charter, state statutes and municipal ordinances, or as the Board of Selectmen shall from time to time assign.

2. **COMPENSATION**

- a. The TOWN agrees to pay MANAGER a starting salary of One hundred twelve thousand and five-hundred dollars (\$112,500.00) per year starting from the date employment begins, to be earned and payable in such installments as the TOWN may from time to time determine for all management employees. MANAGER's salary shall be eligible for an annual adjustment on the anniversary date of the agreement's ratification by the Board of Selectmen based upon an annual performance evaluation of the MANAGER.
- b. Upon successful completion of the MANAGER's probationary period, the TOWN will pay the MANAGER a bonus of three thousand dollars (\$3,000).

3. **TERMS OF EMPLOYMENT**

- a. The initial term of the MANAGER's employment shall expire three years from the date employment begins.

- b. The MANAGER will be subject to a probationary period from the ratification of this agreement by the TOWN until May 1, 2015.
  - c. This contract shall be extended on the same terms and conditions as herein provided for an additional period of one year unless written notice is given by either party to this contract to the other, three (3) months prior to the expiration date as herein above provided. Said contract shall continue for one-year periods unless three (3) months written notice is given prior to the time of expiration.
  - d. The Board of Selectmen will conduct an evaluation of the MANAGER'S performance on an annual basis. This evaluation will help define goals, standards, and performance objectives for the proper operation of the Town government, and help to set in place objectives for the future.
  - e. During the term of this agreement, the MANAGER and the Board of Selectmen shall meet on a quarterly basis to review the performance of the MANAGER, progress toward organizational goals and other relevant benchmarks.
  - f. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board of Selectmen to terminate the services of the MANAGER at any time, subject only to the provisions set forth in Section 12, paragraph (a) of this Agreement. The Board of Selectmen shall provide a thirty-day written notice of termination or an equivalent of thirty calendar days of pay in lieu of notice.
  - g. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the MANAGER to resign at any time from his position with the Town, subject only to the provisions set forth in Section 13, paragraph (c) of this Agreement.
4. **RETIREMENT PLAN** –Participation in the Social Security System is mandatory, with both the TOWN and the MANAGER making the required contributions. In addition, the MANAGER shall participate in the ICMA-RC 457 plan in place for selected Town Employees.
- a. If elected, the ICMA-RC 457 plan will require the Employer to contribute at the same percentage as for the non-union employees (currently 7.5% of base wages). It is not mandatory that the Employee contribute, but participation by the Employee is available. There are no vesting requirements.
  - b. The MANAGER may elect to defer additional wages into the retirement plan in accordance with plan guidelines or request that some or all of future salary increases be directed to the retirement account.
5. **INSURANCE COVERAGE**
- a. The MANAGER is eligible for enrollment in the TOWN provided health insurance plan for family coverage. MANAGER will make contributions at the same levels paid by other eligible salaried employees and in the manner described in the TOWN's non-union Personnel Policy.
  - b. The TOWN shall provide MANAGER with life insurance in the amount of one times the MANAGER'S annual salary.

- c. The TOWN shall defend, hold harmless and indemnify 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 MANAGER'S duties as Town Manager. The TOWN will defend, compromise or settle as appropriate any such claim or suit and pay the amount of any settlement or judgment. This section does not apply to any claims resulting from MANAGER'S willful misconduct, known illegal acts, violation of TOWN policies or ordinances, or for claims arising outside of MANAGER'S duties as Town Manager.

**6. VACATION AND SICK LEAVE**

- a. MANAGER shall be granted vacation time at the rate of 24 days per year.
- b. Upon termination, whether voluntary or involuntary, TOWN shall compensate MANAGER for all accrued and unused vacation leave as described in the TOWN personnel policies. Said compensation shall be based upon MANAGER's salary as of the date of employment termination.
- c. Past balance of sick time carries forward, and there is no maximum to the amount accrued. This shall be compensated at separation, voluntary or involuntary, at fifty percent (50%) value.
- d. MANAGER shall earn sick leave at the rate prescribed by the existing personnel policy for non-union salaried employees.

7. **RESIDENCY** – In accordance with the Town of York Charter, the MANAGER shall maintain residence in the Town of York, which shall be his permanent and primary residence.

8. **BUSINESS EXPENSES** – The TOWN shall reimburse MANAGER for all approved business-related expenses subject to the annual budget process and approval. This shall include provision of a cell phone for work purposes.

**9. CONFERENCES, TRAINING AND EDUCATION**

- a. Travel expenses, including the cost of attendance at conferences, hotel expenses, meals etc., will be reimbursed on the actual cost basis within the limits of the budget as annually approved in the warrant.
- b. Attendance at the ICMA and MMA annual conferences shall be paid by the TOWN, subject to budgetary limits.
- c. The TOWN agrees to pay for the professional dues to the International City Manager's Association and the Maine Town and City Manager's Association and such other professional associations that the MANAGER and the Board of Selectmen feel are in the best interests of the Town, and subject to the annual budget process and warranty approval.
- d. The MANAGER will be expected to pursue continuing education in the field of municipal

management. The TOWN agrees to reimburse the MANAGER for up to two (2) graduate school courses per fiscal year, contingent upon funding and agreement between the TOWN and the MANAGER on the degree program and higher education institution.

#### **10. INTERNAL MANAGEMENT**

- a. The MANAGER's appointment as an Assistant Code Enforcement Officer shall be rescinded as of the date of this agreement's ratification.
- b. The MANAGER will not assert supervisory or management authority, as provided by M.R.S.A. §2636 and the York Home Rule Charter; specifically Article IV, section four (4), over Debra Burns. The Town Clerk/Tax Collector, or applicable department head will determine any and all employment decisions, or actions, regarding Mrs. Burns. In the event a supervisory decision is appealed by Mrs. Burns, as provided in Section VI, subsection F of the Non-Union Personnel Policy, the matter will bypass the Town Manager's office and be submitted to the Board of Selectmen for consideration and action. Additionally, in the event an issue that directly or indirectly involves Mrs. Burns is brought to the MANAGER's attention, the MANAGER will immediately notify the Board of Selectmen and Human Resources Director of the potential conflict and recuse himself from discussions and deliberations as soon as administratively possible.

**11. GENERAL BENEFITS** – In addition to the benefits cited herein, the TOWN shall provide MANAGER with any and all benefits that apply to other Administrative employees through the TOWN non-union personal policy.

#### **12. TERMINATION AND SEVERANCE PAY**

- a. At any time during this agreement, the TOWN may without cause, terminate the MANAGER'S contract of employment upon payment to the MANAGER a lump sum in the amounts described herein. Terminating prior to completion of the probationary period would require a payout equal to six (6) months salary and insurance. After six (6) months but before the completion of twelve (12) months, the payment would equal five (5) months salary and insurance. After twelve (12) months and during year two (2) of the agreement, the payment would equal four (4) months. In the last year of the agreement, the payment would equal three (3) months.
- b. At any time during the term of this agreement, the TOWN may, upon finding of cause, terminate the MANAGER's employment following a hearing before the Board of Selectmen.
- c. In the event the MANAGER voluntarily resigns his position with the TOWN before the expiration of the aforesaid term of employment, then the MANAGER shall give the TOWN sixty (60) days notice in advance, said notice to be given to the Chairman of the Board of Selectmen. In the event the MANAGER fails to give the required notice, accumulated vacation pay will be forfeited.
- d. In the event the MANAGER's employment with the TOWN was terminated for cause, the TOWN's only obligation to the MANAGER is to pay all compensation and benefits accrued but unpaid at the date of termination.

- e. Should the MANAGER be permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of three (3) successive month beyond any accrued leave this TOWN shall have the right to terminate this agreement.

**13. GENERAL PROVISIONS**

- a. This Agreement shall become effective as of the date of its execution.
- b. If any provision, or portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.
- c. No term or provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party making the waiver.
- d. This Agreement may be amended at any time only by a writing duly executed by both parties.
- e. The subject headings of the Sections of this Agreement are included for the purpose of convenience only and shall in no way affect the meaning, construction or interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have, in good faith, executed this Agreement the day and year above written.

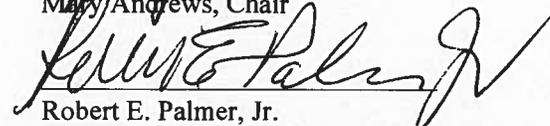
MANAGER

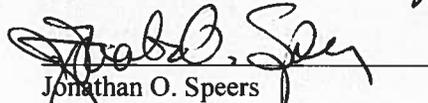
  
\_\_\_\_\_  
Stephen H. Burns

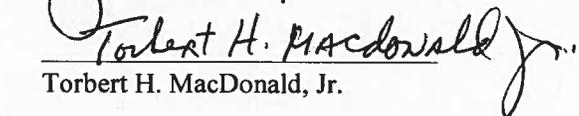
January 26, 2015  
Date

TOWN OF YORK  
Board of Selectmen

  
\_\_\_\_\_  
Mary Andrews, Chair

  
\_\_\_\_\_  
Robert E. Palmer, Jr.

  
\_\_\_\_\_  
Jonathan O. Speers

  
\_\_\_\_\_  
Torbert H. MacDonald, Jr.