

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 26th 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



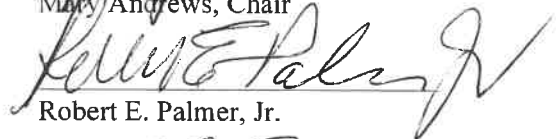
Stephen H. Burns

January 26, 2015
Date


TOWN OF YORK
Board of Selectmen



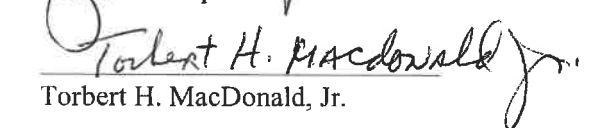
Mary Andrews, Chair



Robert E. Palmer, Jr.



Jonathan O. Speers



Torbert H. MacDonald, Jr.



Addendum to Employment Agreement

The Employment Agreement with Town Manager Stephen H. Burns, as approved by the Board of Selectmen on January 26, 2015, is hereby amended as follows:

2. (a) The TOWN agrees to pay MANAGER a salary of One hundred fifteen thousand eight-hundred and seventy-five dollars (\$115,875.00) per year effective January 26, 2016, to be earned and payable in such installments as the TOWN may from time to time determine for all management employees.

This addendum was approved by the Board of Selectmen and MANAGER on March 28, 2016.

BY:



Stephen H. Burns, Town Manager



Robert E. Palmer Jr., Chair



Addendum to Employment Agreement

The Employment Agreement with Town Manager Stephen H. Burns, as approved by the Board of Selectmen on January 26, 2015, is hereby amended as follows:

2. (a) The TOWN agrees to pay MANAGER a salary of One hundred nineteen thousand three-hundred and fifty-one dollars and twenty-five cents (\$119,351.25) per year effective January 26, 2017, to be earned and payable in such installments as the TOWN may from time to time determine for all management employees.

This addendum was approved by the Board of Selectmen and MANAGER on March 23, 2017.

BY: 

Stephen H. Burns, Town Manager



Robert E. Palmer Jr., Chair



Addendum to Employment Agreement

The Employment Agreement with Town Manager Stephen H. Burns, as approved by the Board of Selectmen on February 12, 2018 and effective as of January 26th, 2018 is hereby amended as follows:

2. COMPENSATION

The TOWN agrees to provide the Manager with a salary increase, thereby increasing the MANGER'S salary to \$122,931.79.

6. VACATION AND SICK LEAVE

a. The TOWN agrees to a one-time, one-month block of vacation time to be used under conditions set forth by the BOARD OF SELECTMEN.

c. The TOWN agrees in to increase sick time compensation upon separation, voluntary or involuntary, at a sixty (60%) percent value.

9. CONFERENCES, TRAINING, AND EDUCATION

b. This line shall be amended to replace the current language with "Expenses for professional development opportunities shall be paid by the TOWN, subject to budgetary limits."

d. The TOWN agrees to eliminate the requirement to attend graduate school.

10. INTERNAL MANAGEMENT


b. The TOWN agrees to eliminate this language as Mrs. Debra Burns is no longer and employee of the Town of York.

11. TERMINATION AND SEVERANCE PAY

a. The language shall be amended to read "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 amount equal to three (3) months.

This addendum was approved by the Board of Selectmen and MANAGER on February 12, 2018

BY:


Stephen H. Burns, Town Manager


Todd Frederick, Chair



Town of York

186 York Street
York, Maine 03909-1314

Kathryn Lagasse
Director of Human Resources

P: (207) 363-1000 ext. 6032
F: (207) 363-1019

To: Steve Burns, Town Manager
From: Todd Frederick, Board of Selectmen Chairman
Subj: Town Manger Evaluation and contract amendments
Date: January 28, 2019

Dear Mr. Burns,

The Board has met to discuss your annual evaluation and your proposed contract amendments for a renewed 1-year contract. The Board believes that you are doing an excellent job and we are pleased with the successes that you have had over the past year.

As we move forward through 2019 we have compiled a list of goals that we would like you to pursue as you continue to work towards growth within the community.

- Town wide Staffing Study: Identify Best structure for Town Service Delivery
- Implement and Complete Economic Development Plan for the Green Enterprise Zone
- Fire Department (s) Review: service delivery
- Develop a plan to expand Public Sewer to the Growth Zone
- Develop a Master Plan of Public Properties ie. Former Police Station, Town Hall, Moulton Park
- Develop a Town wide plan for enhanced phone cellular service and expanded Public WIFI
- Succession plan for Police Department
- Senior Center, Define Role and Mission

The Board has also received and reviewed the contract requests that you submitted to Human Resources for consideration. The Board approves a 1-year contract with Mr. Stephen H. Burns from January 28, 2019- January 28th, 2020 with the following amendments:

1. Compensation: A 3% increase in compensation which would bring the Town Manager's salary to \$126,619.74 per year.
2. Vacation: The Board approves a returning to the original contract language of a 24 day per year vacation time accrual.

The Board thanks you for your service to the Town of York and we look forward to continuing to work with you.

Sincerely,
Todd Frederick, Board of Selectmen Chairman



Addendum to Employment Agreement

The Employment Agreement with Town Manager Stephen H. Burns, as approved by the Board of Selectmen on January 28th, 2019 and effective as of January 28th, ~~2020~~ **2019** is hereby amended as follows:

2. COMPENSATION

The TOWN agrees to provide the Manager with a salary increase of 3% thereby increasing the MANGER'S salary to \$126,619.74

6. VACATION AND SICK LEAVE

a. The TOWN agrees to the original contract language of a 24 day per year vacation accrual.

BY:

Stephen H. Burns, Town Manager

Todd Frederick, Chair



Addendum to Employment Agreement

The Employment Agreement with Town Manager Stephen H. Burns, as approved by the Board of Selectmen on March 23rd, 2020 and amended on July 20th, 2020 and effective as of January 26th, 2020 is hereby amended as follows:

2. COMPENSATION

The TOWN agrees to provide the Manager with a salary increase of 4.5% thereby increasing the MANGER'S salary to \$132,317.90

3. TERMS OF EMPLOYMENT

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

c. This contract shall be extended on the same terms and conditions as herein provided for an additional period of three years, with the exception of a yearly negotiation of a salary increase, 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 three-year periods unless three (3) months written notice is given prior to the time of expiration.

11. TERMINATION AND SEVERANCE PAY

a. The language shall be amended to read "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 amount equal to six (6) months.

This addendum was approved by the Board of Selectmen and MANAGER on March 23rd, 2020 and amended on July 20th, 2020 to include compensation.

BY: 

Stephen H. Burns, Town Manager



Todd Frederick, Chair