

**Employment Agreement**  
**Between**  
**Shaun Suhoski and the Town of Athol**

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This employment agreement, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, (hereinafter "Agreement" or "Contract") entered into this date: August \_\_, 2014 between the Town of Athol (hereinafter referred to as the "Town", "Board of Selectmen", or "Employer") and Shaun Suhoski (hereinafter referred to as the "Town Manager" or "Employee") shall serve to establish terms of salary, benefits and conditions of employment as the Town Manager for the Town of Athol, Massachusetts.

Whereas, the Town desires to employ the services of said Shaun Suhoski as Town Manager for the Town of Athol, as provided for in its municipal charter.

Whereas, it is the desire of the Board of Selectmen to (1) provide certain salary, benefits, establish condition of employment and to set forth working conditions; (2) and to provide inducement for him to remain in such employment; (3) to make possible full work productivity and to assure employee's morale and peace of mind with respect to future security and (4) to provide terms and conditions for both parties to be fair.

Whereas, it is the desire of Shaun Suhoski to begin employment as Town Manager for the Town of Athol, Massachusetts.

Now, therefore in consideration of the mutual covenants herein contained, the parties agree to the following:

**Section 1 – Powers and Duties:**

The Board of Selectmen hereby agrees to employ Shaun Suhoski as Town Manager for Town of Athol, Massachusetts to perform the functions and duties specified in the Municipal Charter. The Town Manager shall be the Chief Administrative Officer of the Town, and shall perform other legally permissible and proper duties and functions as the Board of Selectmen shall from time to time assign, subject to this Agreement.

**Section 2 – Exclusive Employ:**

According to the Municipal Charter the Employee agrees he shall devote his full working time to the duties of his Office; he shall not become a candidate for, or hold any elective Office during his term of appointment; and he shall not engage in any business activity during his term.

**Section 3 – Term of Contract:**

- a. The term of this Agreement shall be a 35 month period, commencing on August \_\_, 2014 and ending June 30 2017. The parties agree the first six (6) months from the signing of this agreement will be considered a probationary period; whereby the Board of Selectmen can discharge or terminate the Town Manager pursuant to Section 4, Paragraph 4-5-1 of the Charter .

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town to terminate the services of the Town Manager at any time, subject only to the provisions set forth in this Agreement and the Charter; In the event that the Town Manager is terminated by the Town prior to the expiration of the term of this Agreement, the Town agrees that it shall pay the Town Manager a lump sum cash payment equal to one (1) month aggregate salary, which shall be paid to the Town Manager on or before the effective date of his employment; provided, however, that in the event the Town Manager is terminated for gross misconduct in office the Town shall have no obligation to pay the severance sum provided in this paragraph. This section shall survive any termination of this agreement.

- b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Manager to resign from his position with the Town subject only to the provisions set forth in the Agreement and the Charter;
- c. If there is a conflict between this Agreement and the Charter, the Charter shall prevail.

#### Section 4 – **Salary:**

The Employer agrees to pay the Town Manager an annual salary payable in weekly installments on the same payday established for the other employees of the Town of Athol, as follows. The Town Manager's salary shall be based on Grade 22 the Athol Town Salary survey, as amended for the relevant Fiscal Year.

A. Beginning on August 1, 2014 (FY15) ~ (prorated)	Step 4	\$107,327.54
B. Beginning on July 1, 2015 (FY16) ~	Step 5	\$110,547.37
C. Beginning on July 1, 2016 (FY17) ~	Step 6	\$113,863.79

#### Section 5 – **Extension /Renegotiations/Termination Provisions:**

- a. The Board of Selectmen shall provide written notice to the Town Manager of its intention to renegotiate and/or not to renew this Agreement no less than six (6) months prior to each anniversary date of its initial or extended terms. If notice is not provided, this Agreement shall automatically extend on the then applicable terms and conditions for an additional one year period.
- b. Removal for Just Cause. The Town may remove the Town Manager for *just cause* in accordance with the relevant provisions of Massachusetts General Laws and Municipal Charter.

- c. By resignation. The Manager shall provide the Board of Selectmen with sixty days written notice of his intention to resign and the Town shall not be liable for payment of severance pay. Until effective date of termination under such circumstances, the Town Manager shall continue to perform his duties and shall, if requested, cooperate with the Board in a search for his successor.
- d. All health, disability and dental benefits shall continue in full force and coverage as provided for in this agreement for the period of time contained in Section 5(e) Said continuation of group health insurance shall be in addition to any protection afforded Employee by the Consolidation Omnibus Budget Reconciliation Act of 1985 (COBRA), Coverage under COBRA shall begin on the date all coverage extended under the severance provision herein expire.
- e. In the event that the Town Manager position is eliminated the Town shall continue the employee for the duration of this contract as a Town Administrator with no changes to this Agreement except for the position's title.

Section 6 – **Insurance Benefits:**

The Town Manager shall be eligible for all health, dental and life insurance benefits for which other non-bargaining unit, general government employees at the department head level are eligible and shall take effect with thirty (30) days of hire. The Town Manager shall be reimbursed monthly for his disability insurance premiums

Section 7 – **Annual, Vacation, Sick, Personal Leave and Paid Holidays:**

- a. The Town Manager agrees to devote the amount of time and energy that is reasonable necessary for the Town Manager to faithfully perform the duties of Town Manager with a minimum of forty (40) hours per week.
- b. It is recognized by both parties that the Town Manager must devote a great deal of time outside the normal office hours to the business of the Town, and to that end, the Town Manager shall be allowed to take compensatory time off as agreed upon by the Board of Selectmen through the Chairman. Compensatory time shall be documented in weekly manager's report and used within 90 days of the week earned.

- c. The Town Manager shall be entitled to fifteen (15) days' vacation leave plan per year, without loss of pay:

This vacation plan shall be computed based upon a five day work week. The Town Manager may carryover up to two weeks of vacation time subject to Board of Selectmen approval. For the purpose of this Section, weekends and holidays shall not interrupt an otherwise consecutive series of vacation days. The Town Manager shall notify the Chairman of the Board of Selectmen prior to any vacation period more than two (2) days.

- d. The Town Manager shall be entitled to and receive 24 hours of personal leave annually.
- e. The Town Manager shall be entitled to 10 days of sick leave per year for each year of continuous service. Sick Leave shall be subject to the following rules:

- 1. Sick days used must be reported to the Accountant's Office in the same pay period used through the payroll voucher system.

Verification of sickness by a physician may be required if considered necessary by the Board of Selectmen.

- f. In the event of death of a parent, spouse or child of the Town Manager, he will be granted a leave with pay in the amount of five working days to make funeral arrangements and attend the funeral. Such leave shall not be charged to sick leave, vacation leave or personal leave.
- g. In the event of an aunt, uncle, cousin or grandparent or other family member of the Town Manager, he will be granted a leave with pay in the amount of one working day to attend the funeral. Such leave shall not be charged to sick leave, vacation leave or personal leave.
- h. The Town Manager will receive the same paid holidays as of the Town Hall Union employees.

#### Section 8 – **Professional Development:**

- a. The Town of Athol recognizes its obligation to the professional development of the Town Manager. The Town Manager shall be given opportunities to develop his skills and abilities as an administrator. Accordingly, the Town Manager shall be allowed to attend, Massachusetts Municipal Association and Massachusetts City/Town Manager's Association annual conferences without loss of vacation or other leave.

- b. Upon Selectboard approval, the Town Manager shall be allowed to attend the 2013 ICMA annual conference in Boston. The Town shall pay for reasonable travel and lodging expenses incurred by the Town Manager in attending the above-mentioned conferences, subject to appropriation. The Town shall pay for travel and subsistence expenses for attendance by the Town Manager at any course, seminar or meeting, which the Town Manager attends provided expenses are within the department's budget constraints, with the Board's approval.
- c. Upon Selectboard approval, the Town shall pay for the annual dues of the Massachusetts City/Town Managers Association and the International City and County Management Association (ICMA) on behalf of the Town Manager.
- d. The Town Manager will not engage in the practice of Law or perform legal services during the term of this agreement for any entity other than the Town of Athol, except by express vote of the Board of Selectmen

Section 9 – **Bonds:**

The Employer shall bear the costs of any fidelity or other bonds required of the Town Manager under the Town Charter, State Statute or Ordinance.

Section 10 – **Indemnification:**

The Town shall defend, save harmless and indemnify the Town 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 his duties as Town Manager, even if said claim has been made following his termination from employment, provided that the Town manager acted within the scope of his or her duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to to the Town Manager.

This section shall survive the termination of this Agreement.

Section 11 – **Residency:**

The Town Manager shall become a resident of the Town of Athol, Massachusetts, as per the provisions of the Municipal Charter. Residency defined as: The Town Manager need not be a resident of the Town when appointed, but he shall take up full-time residence within eight (8) months following his appointment or such other timeframe as may be included in the Town Charter. Legal residence or domicile shall be his true home or principal residence and shall be the center of their domestic, economic, social and civic life.

The Town Manager shall not choose to make his home one place for the general purposes of domestic, economic, social, and civic life as defined above and in another for employment.

Section 12 – **No Reduction in Benefits:**

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

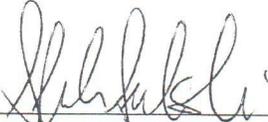
Section 13 – **General Provisions:**

- a. This writing constitutes the complete agreement of the parties as of the date of execution, and any supplemental or additional agreement or amendment to this Agreement shall be effective only if in writing and signed by the Board of Selectmen and the Town Manager.
- b. This agreement shall be binding upon and inure to the benefit of heirs at law and executors of the Town Manager
- c. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or a portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- d. The Town agrees to provide reimbursement for all legal, duty-related official business and expenses.
- e. For purposes of the Fair Labor Standards Act, the Town Manager shall be an “exempt employee.”
- f. Reimbursement for use of the Town Manager’s personal vehicle while on Town business shall be paid at the standard deduction rate established by the Internal Revenue Service.
- g. All provisions of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Manager as they generally apply to other employees of the Town, in addition to other said benefits enumerated herein specifically for the Town Manager, except as otherwise provided in this Agreement.
- h. All other general provisions of the Town’s bylaws and policies relating to fringe benefits shall also apply to the Town manager as they apply to other employees of the Town, in addition to other said benefits enumerated herein specifically for the Town Manager, except as otherwise provided in this Agreement.
- i. Pursuant to Massachusetts General Law, Ch. 41, Section 108N, this

agreement shall prevail over any conflicting personnel provisions of the Town Bylaws or Rules and Regulations.

IN WITNESS WHEREOF, the Town of Athol, Massachusetts, has caused this Agreement to be signed and executed upon its behalf by its Board of Selectmen and duly attested by its Town Clerk, and the Town Manager has signed and executed this Agreement, both in duplicate.

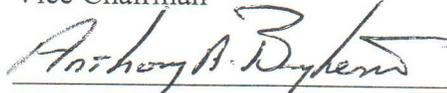
THE TOWN OF ATHOL  
Acting by and through its  
BOARD OF SELECTMEN

  
\_\_\_\_\_  
Shaun Suhoski  
Town Manager

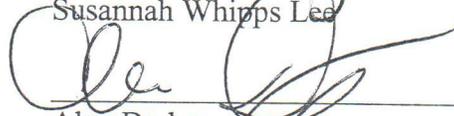
  
\_\_\_\_\_  
Steve Raymond  
Chairman

DATE:

  
\_\_\_\_\_  
Lee Chauvette  
Vice Chairman

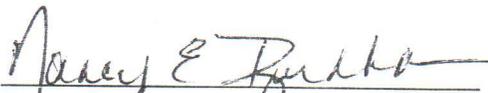
  
\_\_\_\_\_  
Anthony Brighenti

  
\_\_\_\_\_  
Susannah Whipp's Lee

  
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Alan Dodge

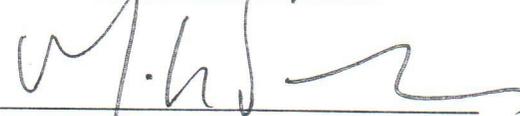
DATE: 7/1/14

Attest to signature:

  
\_\_\_\_\_  
Nancy E. Rudka  
Town Clerk

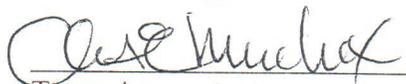
DATE: 7/1/14

Approved as to Legal Form:

  
\_\_\_\_\_  
Town Counsel

DATE: 7-1-14

I certify that there is an appropriation in Account 123 511 to fund this contract:

  
\_\_\_\_\_  
Town Accountant

DATE: 7-1-14