

**EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF EAST BRIDGEWATER, MA
And
PATRICK FRANNEY
BUILDING COMMISSIONER/ZONING ENFORCEMENT OFFICER**

This agreement (the "Agreement") is entered into as of July 01, 2018 between the Town of East Bridgewater, Massachusetts (the "Town") and Patrick Franey.

I. **Employment:** The Board of Selectmen agrees to employ Patrick Franey as the Building Commissioner/Zoning Enforcement Officer and Patrick Franey agrees to be employed as Building Commissioner/Zoning Enforcement Officer, pursuant to the terms and conditions set forth in this Agreement.

II. **Effective Date:** The terms of this Agreement shall be from July 01, 2018 to June 30, 2021.

III. **Building Commissioner/Zoning Enforcement Officer Compensation:**

Retroactive Salary for the period of March 1, 2018 – June 30, 2018 shall be \$1,440.42 per week (equal to \$75,190.00 annualized)

Salary for the period of July 1, 2018 – June 30, 2019 shall be \$1,498.60 per week (equal to \$78,227.00 annualized)

Salary for the period of July 1, 2019 – June 30, 2020 shall be \$1,517.25 per week (equal to \$79,200.23 annualized)

Salary for the period of July 1, 2020 – June 30, 2021 shall be \$1,559.16 per week (equal to \$81,388.07 annualized)

IV. **Work Day, Week, Year:**

The work-week for Patrick Franey shall consist of 35 hours weekly.

V. **Holidays, Personal Days, Longevity, Sick Leave and Emergency Leave:**

Patrick Franey shall receive the same Holiday, Longevity, Sick Leave and Emergency Leave as specified in the Personnel By-Laws of the Town.

VI. **Vacation**

Patrick Franey shall be entitled to three weeks paid vacation annually.

VII Mileage Reimbursement

The Town of East Bridgewater will reimburse Patrick Franey for work related mileage at the IRS Standard Mileage Rate in effect on the date the mileage is incurred.

VIII. Contract Renewal:

A. The Board of Selectmen will provide written notification through certified mail to Patrick Franey, no less than ninety (90) days prior to the end of the contract period, if the Board of Selectmen does not intend to renew this agreement with the terms, conditions, compensation and benefits, equal to or exceeding this agreement. . In the event that the Board of Selectmen fails to provide the foregoing ninety (90) day notice of non-renewal, and the term of this Agreement ends, Mr. Franey shall be considered an employee-at-will until such time as the Board of Selectmen votes to renew the Agreement or terminate his employment.

B. In the event that Patrick Franey voluntarily resigns his position with the Town before the expiration of the aforesaid term of employment, then Patrick Franey shall give the Town at least thirty (30) days' notice in writing, in advance of the effective date of such resignation, unless otherwise agreed to with the Board of Selectmen. Patrick Franey shall give at least ninety (90) days' notice in writing to the Board of Selectmen if he does not intend to seek re-appointment to his position at the termination of this contract and appointment, unless otherwise agreed to with the Board of Selectmen.

IX. Terms of Separation & Severance:

In the event that the Board of Selectmen give written notice of non-renewal in accordance with Section VIII.A. of this contract or in the event of a mutual agreement of separation prior to termination of contract, the Town shall pay to Patrick Franey 100% of all unused vacation time and 75% of all unused sick time accrued in excess of 25 days and less than 120 days.

X. Re-opening of Employment Agreement:

During its term, this Agreement may be reopened by mutual consent of the Board of Selectmen and Patrick Franey.

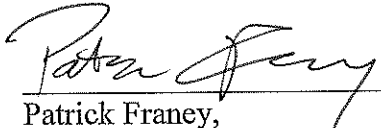
XI. Health Insurance:

The Board and the Building Commissioner/Zoning Enforcement Officer agree that should the Board generally increase or decrease the monthly contribution rate

for General Government employees then such increase or decrease shall apply to the Building Commissioner/Zoning Enforcement Officer. The Board and the Building Commissioner/Zoning Enforcement Officer agree that should there be a change to health benefits generally offered to Town employees, and should that change conflict with this Agreement, then this Agreement shall be reopened for the purpose of discussing this provision and implementing such change.

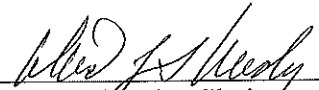
The Building Commissioner/Zoning Enforcement Officer shall be permitted to participate in the Town's group health insurance plan pursuant to the terms of the Agreement between the Town and the Public Employees Committee dated July 1, 2018, a copy of which is attached.

XII. **Other:** Provisions of the Town Personnel By-Laws not otherwise covered by this Agreement shall apply to Patrick Franey.




Patrick Franey,
Building Commissioner/Zoning Enforcement Officer

4-23-18
Date:



David Skeedy, Chairman, Board of Selectmen

4/23/2018
Date:



William Dowling, Vice Chairman, Board of Selectmen

4.23.18
Date:



Carole Julius, Clerk, Board of Selectmen

4.23.18
Date: