

## EMPLOYMENT AGREEMENT

This Agreement is made and entered into pursuant to Massachusetts General Law, by and between the Town of Hudson, a duly existing municipal corporation in the County of Middlesex, Commonwealth of Massachusetts, acting by and through its Executive Assistant as Appointing Authority, with no personal liability to himself, hereunto duly authorized and empowered, and Eric M. Ryder (hereinafter "Director" or "Director of Public Works"), both of whom understand as follows.

WHEREAS, as a result of special legislation passed in 2021, the Town of Hudson is authorized to enter into a contract for employment with the Director of Public Works; and

WHEREAS, it is the desire of the Town and Director of Public Works to establish the terms and conditions of employment for the Director of Public Works; and

WHEREAS, the Director of Public Works desires to accept employment as Director of Public Works of the Town of Hudson pursuant to an employment agreement and devote the necessary time, skills, education and professional services and best efforts in carrying out all of his obligations, responsibilities and duties of his office, and further, the Director of Public Works represents that he has and will maintain the skills, desire, and ability to perform such obligations, responsibilities and duties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **1. DUTIES**

The Town of Hudson hereby agrees to employ Eric M. Ryder as Director of Public Works for the Town of Hudson. The Director of Public Works shall serve as the Head administrative officer of the Public Works Department as department head of the Public Works Department, including the Water Division and Wastewater Division.

The Director of Public Works agrees to fully and professionally perform all the obligations, responsibilities, and duties specified in State Law and the By-Laws of the Town of Hudson and to further fully and professionally perform the proper duties and functions customarily performed by a Director of Public Works as the Executive Assistant may from time to time assign.

- a) The Director of Public Works agrees to use and continue to use his full time and best professional efforts, skills, abilities and training carrying out his duties and responsibilities.

- b) It is agreed and acknowledged that the Director's position as specified herein is that of an Executive, as the term is used in the Federal Fair Labor Standards Act ("FLSA") and its duly promulgated rules and regulations and shall be an exempt position for the purposes of the FLSA.

## **2. TERM**

The term and duration of this Agreement and the employment delineated hereunder shall be for a period of three (3) years commencing as of March 1, 2024 and ending on February 28, 2027, unless otherwise terminated. In the event that the Town decides not to renew this contract, notice of such intent shall be given by the Town to the Director of Public Works by written notice (e.g., by letter, email, or other method) no less than sixty (60) days prior to the contract expiration date. The date the Town delivers notice: Shall control. The Town's failure to provide notice of intent to terminate shall cause this Agreement to renew for a period for one (1) year.

## **3. TERMINATION**

- a) Nothing in this Agreement shall prohibit, limit, or otherwise interfere with the authority and right of the Executive Assistant to discipline or terminate the Director of Public Works pursuant to the Rules and Regulations, By-Laws, and Charter of the Town of Hudson or to remove the Director of Public Works from his position at any time provided, however, that such discipline, termination, or removal shall be for good cause.
- b) This Agreement may be terminated by the Director of Public Works upon sixty (60) days written notice to the Executive Assistant. Until the effective date of resignation under such circumstances, the Director of Public Works shall continue to perform his duties and shall, if requested, cooperate with the Town in the search for a successor.
- c) Termination of the employment of the Director of Public Works shall terminate this Agreement.

## **4. SALARY**

The Town agrees to pay the Director of Public Works for his professional full-time services rendered pursuant hereto a salary equal to grade M11, Step 8 during the term of this contract. In addition, the Director of Public Works will be paid the following stipends annually: MCPPO certification stipend equal to 5.0%, Waste Water stipend equal to 5.0%, Water stipend equal to 5.0%, MS4 stipend equal to 5.0%, and a Tree Warden stipend of 5.0% of his base (M11, Step 8) salary. The Director's salary shall be paid in accordance with the Town's regular payroll cycle. The stipends will be prorated each pay period and paid in

accordance with the regular payroll cycle as well. The Director of Public Works shall progress according to Hudson's non-union compensation plan for the term of this Agreement.

#### **5. HOURS OF WORK**

The Director of Public Works shall devote the time and attention required to carry out the duties of the position competently, and perform professional services to the Town on a full-time basis, including all time required beyond normal, routine office hours.

#### **6. USE OF AUTOMOBILE**

It is agreed upon by the parties that during the term of this Agreement, so long as Eric M. Ryder serves as the Director of Public Works, the Town shall furnish him with an automobile with municipal registration to be operated solely by the Director of Public Works in connection with the performance of his duties and for his professional growth and development. Said vehicle may be used by the Director of Public Works for personal reasons. The Town agrees to maintain and repair said vehicle on a routine basis with all such expenses relating thereto being paid or reimbursed by the Town as the case may be, but only upon submission of adequate invoices supporting the maintenance and repair involved.

#### **7. PROFESSIONAL DEVELOPMENT**

The Town agrees that the Director of Public Works shall be given adequate opportunities to develop his skills and abilities as a Public Works professional, and the Director shall be permitted to attend conferences such as the NEWWA, NEWEA, North American Snow Conference, and APWA annual Conference, New England Chapter of APWA training conferences, as well as such other short courses, institutes, and seminars that the Director and the Executive Assistant mutually agree are necessary to the Director's professional development, contingent upon the sufficiency of the appropriation therefore. Such courses, conferences, and seminars may be attended without loss of vacation or other leave, and any reasonable costs incurred by the Director of Public Works in connection with his attendance shall be reimbursed by the Town contingent upon approval by the Executive Assistant and the sufficiency of the appropriation therefore. The Town agrees that the Director of Public Works shall be allowed to maintain membership in professional organizations that the Director and Executive Assistant mutually agree are necessary for the Department, contingent upon the sufficiency of the appropriation therefore.

#### **8. OTHER TERMS AND CONDITIONS**

The Director of Public Works shall enjoy all other rights, benefits, and obligations accruing to the position of Director of Public Works under the Personnel Rules and Regulations, the Home Rule Charter, and the personnel bylaws of the Town of Hudson. Such benefits shall include, but are not limited to, sick and vacation time; membership in the Middlesex County retirement

system; health and life insurance at the percentage contribution of other Town employees; tuition reimbursement subject to the sufficiency of the appropriation therefore; and, all other similar, existing benefits.

## **9. VACATION**

The Director of Public Works shall receive 25 working days of vacation with pay for use through December 31 of each year. The Director of Public Works shall be allowed to carry forward 10 days of unused vacation.

## **10. NO REDUCTION OF BENEFITS**

The Town agrees that it shall not at any time during the term of this Agreement reduce the salary, compensation, or other benefits of the Director of Public Works except to the extent that such reduction is uniformly applied to other similarly situated employees.

## **11. PERFORMANCE REVIEW AND EVALUATION**

The Executive Assistant shall review and evaluate the performance of the Director of Public Works at 12-month intervals during the term of this Agreement. The Executive Assistant shall provide the Director of Public Works with a summary written statement of his findings, and provide an adequate opportunity for the Director of Public Works to discuss his evaluation with the Executive Assistant. Satisfactory performance as indicated by such evaluations shall be a consideration as to whether this Agreement will be renewed or extended beyond its three-year term.

## **12. INDEMNIFICATION**

The Town shall defend, save harmless and indemnify the Director of Public Works against any tort, professional liability claim, 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 Director of Public Works provided that he has acted in good faith. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Director of Public Works. The Town shall reimburse the Director of Public Works for any reasonable attorney's fees incurred by the Director in connection with claims or suits involving the Director in his professional capacity, if the Town does not provide him with counsel. This Section shall survive any termination of this Agreement.

## **13. SEVERABILITY OF PROVISIONS**

If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of the contract shall not be affected so long as the original intent of this Agreement can be maintained.

#### **14. COMPLETENESS**

This Agreement contains all of the terms and conditions agreed to by the parties and any amendment, alteration, or variation of any term shall be invalid unless made in writing and executed by the parties hereto. No other understandings, representations, or agreements, written or oral, not incorporated herein, shall exist to bind the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this instrument in duplicate on the date and year below.

TOWN OF HUDSON



Thomas Gregory, Executive Assistant

Date: 2/6/2024

DIRECTOR OF PUBLIC WORKS



Eric M Ryder, DPW Director

Date: 2/7/2024