

TOWN OF PITTSFIELD AND SCOTT LACROIX EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (Agreement) is made and entered into on the 13 day of December, 2022, between the **Town of Pittsfield** (Town or Employer) and **Scott A. LaCroix** (Code Compliance Officer or Employee), collectively referred to as the Parties.

The Parties agree as follows:

1. **EMPLOYMENT**

The Town hereby agrees to employ the Employee and the Employee agrees to accept employment as the Code Compliance Officer for a three-year term commencing April 2, 2023 through April 1, 2026. This appointment is being made under the terms and conditions of this Agreement and the laws of the State of New Hampshire.

The Parties understand that this Agreement is the individual contract for the Part-Time Code Compliance Officer position that was established by a Memorandum of Understanding signed on January 16, 2020, between the Town of Pittsfield & the Pittsfield Town Employees AFT-NH Local #6214, for the reorganization of some Town Hall services. A copy of the Memorandum of Understanding will be attached to and considered a part of this Agreement. A successor Memorandum was also approved on December 13, 2022, also attached.

The Parties agree that this is a part-time, salaried, year-round position and the Employee agrees to put forth their professional efforts to the successful fulfillment of their Duties as the Code Compliance Officer for the Town as described in this Agreement.

The Parties understand and agree that the citizens of the Town have ultimate power of the Town's form of government and the terms and/or conditions of the positions in the Town, including but not limited to the Code Compliance Officer. The Parties acknowledge and agree that if the citizens of the Town alter the terms and/or conditions of the Code Compliance Officer position, then this Agreement becomes null and void.

2. **DUTIES**

The Code Compliance Officer agrees to perform the functions and duties specified in the Code Compliance Officer job description developed by the Board of Selectmen and as allowed under New Hampshire law. The Parties acknowledge and agree that the job description may be amended from time to time at the discretion of the Board of Selectmen. A copy of the job description will be attached to the Agreement and provided to the Employee upon signing of the Agreement.

3. **HOURS AND WORK SCHEDULE**

The Parties agree and acknowledge that Employee is expected to devote 15-20 hours each week to fulfilling their obligations hereunder. Employee agrees not to exceed these hours per week without the express permission of the Board of Selectmen.

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The Employee and the Town shall establish the Employee's work schedule, although Employee may make temporary adjustments in his work schedule in order to meet the Town's needs. Permanent changes to the work schedule shall require the approval of the Board of Selectmen.

The Town and the Employee understand and agree that the Employee's work responsibilities and schedule may include work on some evenings and weekends, in addition to work during weekdays. It is further understood that the Employee shall be required to be available to attend meetings, hearings, or conferences, as directed by the Board of Selectmen. The Employee further agrees to attend meetings and other functions or events associated with his position.

4. DISCIPLINE AND TERMINATION

In the event that the Town deems it necessary to issue discipline to the Employee, that discipline may include performance improvement and/or corrective action plans, reprimands, suspension, or termination.

Employee may only be suspended or terminated "for cause" during the term of this Agreement or any extension thereof. As the Code Compliance Officer, the Employee is in a high operational and administrative position in the Town and is, therefore, held to high standards of performance and attitude. In most cases of misconduct committed by an employee at this level, either counseling or discharge would be warranted, but intermediate levels of disciplinary action would be rare.

For purposes of this Agreement, "for cause" shall mean:

- a. Employee's failure to comply with any term or condition of this Agreement, the laws, rules and regulations of the State of New Hampshire, or the rules, regulations and policies of the Town as established by its Board of Selectmen;
- b. Employee's malfeasance, misfeasance, or insubordination in carrying out the responsibilities of the position as directed by the Board of Selectmen; or
- c. Employee's death or disability.

As used herein, "Disability" means:

1. Employee has been declared legally incompetent by a final court decree (the date of such decree being deemed to be the date on which the Disability occurred);
2. Employee receives disability insurance benefits from any disability income insurance policy maintained by Employer for a period of four consecutive months; or
3. Employee is unable to perform, due to physical or mental restrictions (and even with reasonable accommodations), the normal duties and responsibilities of Position for a period of ninety (90) days in any period of twelve (12) consecutive months.

Employee expressly agrees that the definition set forth above of "for cause" shall be applicable and binding in any employment suspension/termination proceeding.

The Employee may terminate this Agreement and their Employment with the Town by providing the Town with a minimum of thirty (30) days advance written notice. The Board of Selectmen may, within its sole discretion, waive any or all of the notice requirement. If the Board of Selectmen waives any portion of the notice requirement, Employee shall be compensated as if

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they worked the entire notice period. In all circumstances, the Board of Selectmen may determine Employee's last day of employment.

5. SALARY

Employee will be paid a base salary of \$31,200 for the work performed during the Term of this Agreement, payable in installments in accordance with the Town's regular payroll practices. The salary may be adjusted in the same manner that is customary for other employees at the Town's sole discretion.

6. PROFESSIONAL/BUSINESS-RELATED EXPENSES

The Town may compensate the Code Compliance Officer for reasonable business-related expenses incurred in the performance of their duties, upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavits.

The Code Compliance Officer shall be limited to the budgeted amount. Any proposed expenditures which exceed the budgeted amount must be approved by prior written consent of the Board of Selectmen.

7. PERFORMANCE EVALUATION

The Employee, in carrying out their responsibilities, shall demonstrate the following:

- a. Ability to cooperate with the governing body, community citizens and leaders, peer organizations and neighboring towns, districts, and the County;
- b. Ability to effectively communicate;
- c. Ability to effectively lead employees and volunteers;
- d. Good work habits as an example to employees;
- e. Full and efficient utilization of all facilities and services;
- f. The Parties shall jointly define such goals and performance objectives that they determine necessary for the administration of the Town, the proper operation of the Town departments, and in the attainment of the Town's policy objectives. The Town shall establish a relative priority among those various goals and objectives; said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time limitations as specified.

The Town shall do a performance review based upon the above criteria and overall performance of job duties. The Town shall provide the Employee with a summary written statement of the findings of the evaluation and provide an adequate opportunity for the Employee to discuss the evaluation with the Town.

8. OTHER TERMS AND CONDITIONS

During Employee's employment, the Board of Selectmen retains the sole discretion to modify Employee's terms and conditions of employment, provided such modifications are not inconsistent with, or in conflict with, the express provisions of this Agreement or any applicable law.

The Town's collective bargaining agreements and personnel policies and procedures will prevail in all matters, except where provided for by a specific provision in a Memorandum of Understanding with the AFT-NH Union, and this Agreement.

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9. MODIFICATIONS

This Agreement constitutes the entire Agreement of the Parties with respect to the subject matter hereof. Except for modifications made by the Board of Selectmen pursuant to its rights under this Agreement, no amendments, revisions, modifications, or changes whatsoever to this Agreement shall be binding and valid unless in writing and signed by the Parties hereto.

10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

11. SEVERABILITY


If any provision of this Agreement, or the application of any provision to any person or any circumstance shall be held invalid, the remainder of this Agreement, or the application of that provision to persons or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.

12. TERM OF AGREEMENT


This Agreement shall be in full force and effect for the period beginning April 2, 2023 through April 1, 2026. The authority of the Code Compliance Officer ceases on the last day of the Term stated herein, regardless of whether a successor has been designated. The Board of Selectmen may, at its sole discretion, and by majority vote, extend the authority of the Code Compliance Officer by renewing this Agreement on a monthly basis after the expiration of the Term. The Board of Selectmen shall notify the Code Compliance Officer not less than 7 days prior to expiration of the original Term, or any subsequent extension period, as to whether or not it intends to renew the Agreement for an additional month.

Dated this 13 day of December, 2022.


THE TOWN OF PITTSFIELD:



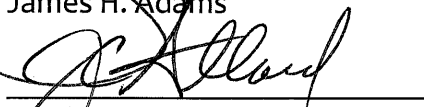
Carl E. Anderson



Gerard A. LeDuc



James H. Adams

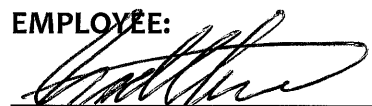


James C. Allard



Carole A. Richardson

EMPLOYEE:



Scott R. LaCroix


12/13/2022
Date

**Pittsfield Town Employees, AFT # 6214, AFT-NH, AFL-CIO
and
Town of Pittsfield**

MEMORANDUM OF UNDERSTANDING

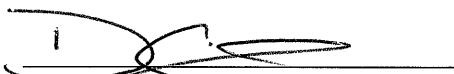
Whereas the Pittsfield Board of Selectmen and the Pittsfield Town Employees, AFT#6214, AFT-NH, AFL-CIO had previously agreed through a MOU agreed to establish the new position of PART-TIME CODE COMPLIANCE OFFICER as identified in the job description and establish salary and working conditions for this newly configured bargaining unit position, the parties agree as follows:

1. The parties, the Pittsfield Town Employees, #6214, AFT-NH, AFL-CIO and the Town of Pittsfield have consulted regarding the town hall reorganization and it is the desire of the Board to continue to have one (1), PART-TIME CODE COMPLIANCE OFFICER to handle the various code compliance matters as identified in the job description.
2. The position would be a salaried position for 15-20 hours per week, not to exceed 1,040 hours per year, without prior approval.
3. The Selectmen have requested and the Union agrees that the annual salary will be increased to \$31,200 per year (\$600 per week), effective April 2, 2023 (after the conclusion of the current contract's term).
4. The Selectmen have also requested that they be permitted to enter into a three-year employment contract with the person holding this position and the Union agrees.
5. The parties agree to amend the current collective bargaining agreement by way of this MOA.
6. The parties agree to make the necessary and mutually agreed upon adjustments from this MOU to the collective bargaining agreement in upcoming negotiations.
7. This MOA is subject to approval by the full Pittsfield Board of Selectmen and the PTE Union membership.



Carl Anderson, Chairman
Pittsfield Board of Selectmen

12/13/2022
Dated



Joseph Di George, President
Pittsfield Town Employees,
AFT # 6214, AFT-NH, AFL-CIO

12/22/22
Dated