

**TOWN OF PITTSFIELD AND NOEL R. GOURLEY
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (Agreement) is made and entered into on the 14th day of November, 2023, between the **Town of Pittsfield** (Town/Employer) and **Noel R. Gourley** (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 in the position of Superintendent of Public Works for a term commencing November 19, 2023 through November 21, 2026. The Parties agree that this is a full-time, year-round position and the Employee agrees to devote all of their professional efforts to the successful fulfillment of their Duties as Superintendent of Public Works to the Town as described in Section 2 below.

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 Superintendent of Public Works. The Parties acknowledge and agree that if the citizens of the Town alter the terms and/or conditions of the Superintendent of Public Works position, then this Agreement becomes null and void.

2. DUTIES

Employee's title is Superintendent of Public Works and, in consideration of the compensation and benefits to be paid by the Town, Employee hereby agrees:

- A. To initiate, administer, and supervise the public works department functions and programs;
- B. To supervise the maintenance and upkeep of the department's facilities and equipment owned or maintained by the Town, and to recommend to the Board of Selectmen the acquisition of new or sale of used equipment and facilities;
- C. To keep and maintain proper fiscal records for the department, and cause an annual department budget to be produced in a timely manner;
- D. To perform the department-specific essential duties as described in Addendum "A," attached hereto and incorporated herein by this reference.

3. COMPENSATION

The Town agrees to pay the Employee for their services rendered pursuant hereto, as Superintendent of Public Works, an annual salary of \$74,000.00 effective 11/16/2023, \$78,000.00 effective 11/16/2024, and \$82,000 effective 11/16/2025. The salary may be adjusted in the same manner that is customary for other employees at the Town's sole discretion.

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4. BENEFITS

The following items A through G are hereby identified as benefits for the purposes of this Agreement.

A. Holidays

The following official holidays shall be granted and paid:

New Year's Day	Labor Day
Martin Luther King Jr's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

B. Leave

The Superintendent of Public Works shall accrue leave time at the rate of 20.00 hours per month.

Leave time will be utilized to supplement the Workers Compensation Insurance Benefit as prescribed by State law. It is the intention that employee will use leave time to supplement benefits in order to receive 100% of the pre-injury weekly compensation.

Leave time may be continuously accrued, up to a maximum of 400 hours for 40 hour employees. No more than the maximum leave time amounts accrued, as noted above, shall be credited from any calendar to the next calendar year (e.g. if a 40 hour work week employee has accrued 409 hours as of 12/31/16, then starting 1/1/17 the employee's record of leave time hours would be reduced to 400 hours). Upon severance of employment with the employer, the employee shall be paid for 50% of the unused leave time based upon the employee's current hourly wage.

C. Health Insurance

Employee is eligible to participate in the town's health insurance program as follows:

<u>Eligibility/</u>	<u>Town Allotment-Medical</u>
<u>Coverage Level</u>	
Single	100% AB20(01L) RX10/20/453K(L)
Two Person	100% AB20(01L) RX10/20/453K(L)
Family	100% AB20(01L) RX10/20/453K(L)

D. Flexible Benefits Plan

The Town selects "HealthTrust" to be the carrier to provide the Employee a choice of benefits under a plan that is designated to comply with the Internal Revenue Code and the regulations issued thereunder, under this Agreement to the Employee. Such benefits shall have no cash value.

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The cost of such flexible benefits plan shall be provided and paid by the Town in its entirety for the Employee covered by this Agreement, provided such Employee makes application for such insurance to the carrier. Such plan shall remain in effect only so long as the Employee continues to be employed by the Town and only in accordance with the terms and conditions of the Flexible Benefits Plan Service Agreement with "HealthTrust". Employee shall receive \$500.00 per year in their Health Care Account with this plan.

E. Life Insurance

The cost of term insurance shall be provided and paid by the Town in its entirety provided such employee makes application for such insurance to the carrier. Such insurance shall remain in effect only so long as the employee continues to be employed by the Town and only in accordance with the terms and conditions of the insurance policy. The face value of each term policy, with no cash value, shall be \$15,000.00.

F. Retirement

The Town will make proper contributions to the New Hampshire Retirement System (NHRS) for the Employee covered under this Agreement.

Employee acknowledges that they are not a retiree of NHRS and does not work for any other employer who contributes on their behalf to NHRS. Employee agrees to notify the Town if there are any changes to their status with NHRS.

G. Professional Development

The Town agrees to budget for and to pay the professional dues, subscriptions, and travel and subsistence expenses of the Superintendent of Public Works for participation and travel to meetings and occasions adequate to continue their professional development. The Employee must obtain prior approval from the Town for attendance to said meetings.

5. PERFORMANCE EVALUATION

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;

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F. Annually, 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.

6. DISCIPLINE AND TERMINATION

The Town's general disciplinary and termination policies do not apply to the Employee. 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 Superintendent of Public Works, the Employee is in a high operational and administrative position in the Town and is, therefore, held to higher standards of performance and attitude than other employees. 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.

"Cause" for discipline or termination includes, but is not limited to:

- (1) Intentional or repeated failure to comply with legal requirements or with the Town's policies or directives;
- (2) Commission of any act of fraud, dishonesty, misappropriation of funds, embezzlement, breach of confidence, immoral conduct, or other misconduct in the rendering of services on behalf of the Town;
- (3) Current illegal use of drugs, substance abuse, or being under the influence of alcohol while on duty;
- (4) Repeated discourteous treatment of employees, subordinates, volunteers or the public; or
- (5) Failure or refusal to faithfully, diligently and effectively perform any of the provisions of this Agreement.

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Dismissal shall be affected only upon the Town's presentation to the Employee of a written specification of reasons at least ten (10) calendar days before said action is taken. The Employee may, within five (5) calendar days, request a hearing before the Board of Selectmen, in which event the Employee shall not be removed until such a hearing is held. The Town may, however, suspend the Employee from duty during until a hearing is held, with or without pay. The hearing shall be either public or private, as allowed under RSA 91-A, at the Employee's request.

If the Employee's employment is terminated, the Town's only obligation as to wages is to pay all compensation and benefits accrued but unpaid at the date of termination.

The terms of this Agreement shall remain in full force and effect and hold over until employment is terminated under the terms herein, or a new agreement has been negotiated and entered into between the Parties or as specified in paragraph 1, above.

7. INDEMNIFICATION

The Town shall defend, save harmless and indemnify the Employee against any tort, professional liability claim, demand or other legal action, as a results of the discharge of their duties as Superintendent of Public Works as long as their actions do not constitute gross, willful or intentional conduct.

8. GENERAL PROVISIONS

Working conditions and benefits addressed in the Employee Personnel Policy, which are not enumerated in this Agreement, shall be applicable as they would be to any other non-bargaining unit employee of the town.

9. WAIVER OF BREACH

Waiver by the Town of any breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or a waiver of this provision.

10. AMENDMENTS

No amendment or variation of the terms and conditions of the Agreement are valid unless the same is in writing, references this Agreement, and is signed by the Parties.

11. EXCLUSIVE TERM/ASSIGNMENT

The provisions of this Agreement are for the benefits of the Parties solely, and not for the benefit of any person, persons or legal entities. Neither this Agreement nor any rights hereunder may be assigned by either party.

12. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, all other provisions shall remain in full force and effect.

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13. REPRESENTATION

At all times, the Town has been represented by its attorney. The Employee acknowledges that the Employee, at all times, had the right to and the availability of independent counsel of the Employee's choosing in regard to this Agreement, whether or not the Employee chose to exercise that right.

14. GOVERNING LAW/JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without reference to principles of conflict of laws. The Parties agree that any litigation or other proceedings to enforce the provisions of this Agreement will take place in the State of New Hampshire. In the event of disputes, proceedings, or litigation regarding this Agreement, the Parties expressly submit to the jurisdiction of the federal and state agencies and courts located within the State of New Hampshire.

15. ENTIRE AGREEMENT

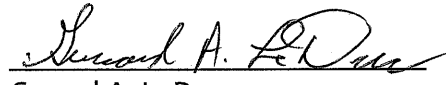
The Parties agree that this instrument represents the entire Agreement between the Parties, and that all prior representations, promises or statements merge with twritten Agreement and, unless specifically set out herein, are not enforceable. The Town has made no representations to the Employee other than those specifically set forth herein.

IN WITNESS WHEREOF, the Town, acting through its Board of Selectmen has authorized this Agreement to be signed and executed on this 14th day of November, 2023. The Employee has executed this Agreement on the date entered below. Each party acknowledges receipt by their signature of a signed copy of the Agreement.

THE TOWN OF PITTSFIELD:



Carl E. Anderson



Gerard A. LeDuc



James H. Adams

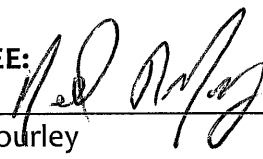


James C. Allard



Carole A. Richardson

EMPLOYEE:



Noel R. Gourley

11/14/23
Date

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ADDENDUM A SUPERINTENDENT OF PUBLIC WORKS JOB DESCRIPTION

The Superintendent of Public Works shall be appointed by the Board of Selectmen. The Superintendent of Public Works supervises and coordinates activities of work crews engaged in a variety of public works projects involving the construction, maintenance, and repair of town roads, sidewalks, and bridges; cemetery and park maintenance; and the maintenance of town-owned properties. Operates all department equipment as necessary.

A. SUPERVISION RECEIVED

The Superintendent of Public Works receives general supervision and policy direction from the Board of Selectmen, often times through the Town Administrator. The Superintendent is required to exercise a considerable degree of independent judgment in determining work assignment priorities, use of equipment, and manpower utilization. Performance is evaluated by the Board based upon the achievement of specified goals and objectives, through conferences and inspection of projects, and in terms of overall effectiveness and economy of operations.

B. SUPERVISION EXERCISED

The Superintendent of Public Works exercises direct and general supervision to the other employees of the Public Works Department regarding work to be done, equipment use, project assignments, and time limits. Reviews work of the crews in progress and on completion for conformance with instructions.

C. GENERAL DUTIES AND RESPONSIBILITIES

1. Plans, develops, and directs the public works program, oversees the year-round maintenance of roads, sidewalks, drainage systems, parking lots, cemeteries, parks, town pool and other town-owned properties.
2. Responsible for the maintenance of the town garage and all public works vehicles and equipment.
3. Proposes the department's annual budget.
4. Submits summary of the department's yearly projects for the town's annual report.
5. Insures that public works personnel are properly informed and appropriately trained in terms of town policy, equipment operations, and safety.
6. Assigns work and equipment according to project, based on equipment or manpower needed. Modifies methods, procedures, and priorities to meet changing conditions and determines materials and equipment needed to complete jobs.
7. Interprets work orders, specifications or other instructions and explains required procedures to crew as needed and continuously inspects work in progress for conformance to plans and instructions, checks for employee safety.
8. Supervises workers and coordinates activities at various locations, performing such duties as snow cleanup and removal, cemetery and park maintenance, street sweeping, pipe laying, constructing and repairing of roads, curbs, and sidewalks, bridge maintenance, and performing preventative maintenance of equipment.

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9. Maintains records and prepares reports on completed work, evaluates performance of subordinates.
10. Receives and investigates complaints from residents regarding tree removal or repair, broken sidewalks, dirty streets, and street sign replacement. Dispatches crews to respond as warranted.
11. Keeps the members of the Board of Selectmen and Town Administrator informed of unusual problems or delays. Makes recommendations regarding the selection, retention, and discipline of employees. Also makes recommendations for the Board's decisions on capital purchases
12. Operates bucket loader, dump trucks, and other public works equipment as necessary.
13. Selects and oversees private contractors hired to assist in completion of the department's projects.
14. Serves as the tree warden.
15. Performs other related duties as required, or as requested, by the Board.

D. KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED

Thorough knowledge of methods, materials, and equipment used in construction, maintenance, and repair of road surfaces, curbs, and drainage structures; considerable knowledge of hazards and safety precautions common to machinery and equipment required in road maintenance' some knowledge of the principles of engineering as they apply to public works construction projects; ability to read and interpret blueprints, work orders, and plans; ability to organize, coordinate, and supervise the work of others; ability to establish and maintain effective working relationships; communicate effectively both orally and in writing; ability to prepare reports and maintain records.

E. MINIMUM QUALIFICATIONS REQUIRED

High school graduation, plus at least five years progressively responsible experience in supervisory and management of public works programs OR any equivalent combination of education and experience which demonstrates possession of the required knowledge, skills, and abilities.

- Must hold a valid and current New Hampshire Class B Commercial Driver license and Medical Card
- Must have the ability to perform all functions of the position both physically and mentally
- Pass a physical examination, background check, and drug test