

# Employment Agreement -Town Manager Town of Windham, Maine, and Robert J. Burns Jr.

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the Town of Windham, Maine, a municipal corporation, (hereinafter called "Employer") and Robert J. Burns Jr., (hereinafter called the "Town Manager").

## Recitals:

- A. The Town desires to employ the services of Robert J. Burns, Jr. as Manager of the Town of Windham.
- B. Robert J. Burns, Jr., who has the necessary education, training, and experience in local government, desires to accept employment as the Manager of the Town of Windham.
- C. The Parties desire to enter into this Agreement to establish the terms and conditions of employment of said Manager, as negotiated and agreed to by the Parties.

## Section 1: Term

- A. The term of this Agreement shall be in full force in effect from the signing date until terminated by the Employer or Town Manager as provided in Section 9 and 10 of this Agreement.
- B. The Town Manager's first day of work will be July 1, 2025.

## Section 2: Duties and Authority

Employer agrees to employ Town Manager perform the functions and duties set forth by statute and governing documents, including, but not limited to 30-A M.R.S. § 2636, the Town Charter, the Town Manager job description as the same now exists or as may be amended, and such other legally permissible and proper duties and functions as the law may impose or the Employer may assign. The Town Manager agrees to well and faithfully serve the Town in said capacity and to devote his time, attention, and energies to the performance of his duties hereunder to the best of his ability.

## Section 3: Compensation

- A. Base Salary: Employer agrees to pay the Town Manager an annual base salary of \$165,000, payable in installments at the same time that the other management employees of the Employer are paid.
- B. The Employer agrees to increase the compensation of the Town Manager dependent upon the results of the performance evaluation conducted under the provisions of Section 11 of this Agreement. The Town Manager also will participate in any fixed annual increases granted to other Town employees, beginning July 1, 2025, based on cost of living adjustments.

## Section 4: Health, Disability and Life Insurance Benefits

- A. The Employer agrees to provide and to pay the premium for health insurance for the Town Manager and his/her dependents equal to that which is provided to all other employees of the Employer or, in the event no such plan exists, to provide coverage for the Town Manager and dependents.
- B. The Employer agrees to put into force and to make required premium payments for short-term disability coverage for the Town Manager.

- C. The Employer shall pay the amount of premium due for term life insurance in the amount of three (3) times the Town Manager's annual base salary, including all increases in the base salary during the life of this agreement. The Town Manager shall name the beneficiary of the life insurance policy.

#### Section 5: Vacation and Sick Leave

- A. Upon commencing employment, the Town Manager's existing Town of Windham sick and vacation leave shall be retained. The Town Manager will then accrue sick and vacation leave on an annual basis as Town department heads with the exception of the total vacation at six (6) weeks per year. No vacation may be taken during the first two months of employment without the permission of the Town Council.
- B. The Town Manager is entitled to annually convert up to one week of unused sick time and three weeks of vacation time (40 hours) to wages at 100% the value of the sick and vacation.
- C. The Town Manager is entitled to accrue all unused leave, without limit, and in the event the Town Manager's employment is terminated, either voluntarily or involuntarily, the Town Manager shall be compensated for all accrued vacation time, accrued sick time, and other benefits to date, unless otherwise specified in Section 9.

#### Section 6: Vehicle Allowance

The Town shall provide a monthly allowance to the Town Manager, in addition to other salary and benefits herein provided, in the amount of \$6,000 per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employer shall not be reimbursed for mileage. In addition, the Town Manager may use an Employer fleet vehicle, if available, for any business use.

#### Section 7: Retirement

Employer agrees to execute all necessary agreements provided by Mission Square Retirement Corporation (ICMA-RC) or other Section 457 deferred compensation plan and 401(a) plan for the Town Manager's participation in said retirement plan and, in addition to the base salary paid by the Employer to the Town Manager, Employer agrees to pay an amount equal to 17% of Town Manager's base salary, or maximum dollar amount permissible under Federal and state law, whichever is less, into the designated plan on the Town Manager's behalf, in equal proportionate amount each pay period. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Town Manager's retirement benefit.

The Town Manager may also participate in MainePERS and the Employer will pay the annual match for that program.

#### Section 8: General Business Expenses

- A. Professional Development. Employer agrees to budget for and to pay for professional dues and subscriptions of the Town Manager necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Town Manager's continued professional participation, growth, and advancement, and for the good of the Employer. Employer agrees to budget for and to pay for travel and subsistence expenses of the Town Manager for professional and official travel meetings, and occasions to adequately continue the professional development of the Town Manager and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, and such other national, regional, state, and local governmental groups and committees in which the Town Manager serves

as a member. Employer also agrees to budget for and to pay for travel and subsistence expenses of the Town Manager for short courses, institutes, and seminars that are necessary for the Town Manager's professional development, professional license as a Professional Engineer, and for the good of the Employer.

- B. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by the Town Manager, and agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.
- C. Cell Phone Reimbursement. The Employer shall pay the Town Manager an annual stipend of \$1,500.00 for cell phone.
- D. Town-Issued Equipment. The Employer shall provide the Town Manager with a computer, software, and other necessary mutually-agreed upon technology required for the Town Manager to perform the job and to maintain communication. The Town Manager has the option to own any such equipment as long as it is not a computer-related security risk for the Employer.

#### Section 9: Termination and Severance

- A. The Employer shall have the right to terminate this Agreement without cause provided that the Employer provides 30 days' written notice to the Town Manager. In the event of such termination, the Town Manager shall be paid an aggregate lump-sum payment equal to one (1) month for each year of service as a Town of Windham employee (including prior employment as Assistant Town Manager), or part thereof, for a maximum of twelve (12) months. Payment shall be made in full at time of termination. At the same time, the Town Manager shall be compensated for any vacation and sick time accrued to date of termination, calculated at the rate of pay in effect upon termination. In addition, all life insurance, health insurance, and disability coverage, retirement benefits and all other Employer provided benefits shall continue in full force and coverage as provided herein during the severance period.
- B. The Employer also has a right of termination for cause. The Employer's right to terminate this Agreement for cause shall be based upon official removal action under the terms of Town's Charter and Personnel Policy Handbook. In the event the Town Manager's employment is terminated for cause, the Employer's only obligation to the Town Manager is to pay all compensation and benefits accrued, but unpaid, at the time of termination.
- C. The Town Manager shall have the right to terminate this Agreement, provided that he shall provide the Council a minimum of 60 days' notice to the Town Council, unless the Parties mutually agree otherwise.

#### Section 10: Performance Evaluation

Employer shall annually review the performance of the Town Manager subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Town Manager. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Town Manager within 30 days of the evaluation meeting. Nothing herein shall prevent the Employer from holding more frequent meetings with the Town Manager to review his performance if the Employer deems it to be necessary or appropriate.

## Section 11: Hours of Work

It is recognized that the Town Manager must devote a great deal of time outside the normal office hours on business for the Employer, and to that end the Town Manager shall be allowed to establish an appropriate work schedule. The employment week will be based on 4 days normal office hours with the 5<sup>th</sup> day being on call.

## Section 12: Outside Activities

The employment provided for by the Agreement shall be prioritized by the Town Manager concerning Windham. Other outside activities are permissible provided the Town Manager uses his personal time and provided that such activities do not impact the ability of the Town Manager to carry out his duties to the Town.

## Section 13: Indemnification

Employer shall defend Employee against any claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as Town Manager or other official appointment and further Employer shall indemnify Employee in accordance with the 14 M.R.S.A. Section 8112(1) of the Maine Tort Claims Act, including circumstances when the Employer is not liable. Legal representation and indemnity, as described above, provided by Employer for Employee, shall include any claims made during and after the Employee's service to the Employer and extend, until a final determination of the legal action including any appeals brought by either party, regardless of whether the extension occurs during or beyond the Employee's service to Employer.

## Section 14: Bonding and Public Liability Insurance

Employer shall bear the full cost of any fidelity or other bonds required of the Town Manager under any law or ordinance. The Town shall provide the Manager with Public Official Liability Insurance and any Bond required of the Town Manager, or any other position filled by the Town Manager subject to the provisions of the State Statute, Town Charter and Town Ordinances.

## Section 15: Other Terms and Conditions of Employment

The Employer, only upon agreement with the Town Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Town Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town Charter or any other law.

Except as otherwise provided in this Agreement, the Town Manager shall be entitled to the highest level of benefits that are enjoyed by other appointed officials, appointed employees, department heads or general employees of the Employer as provided in the charter and regulations or by practice.

## Section 16: Residency

The Town Manager shall not be required to be a resident of the Town.

## Section 17: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal

Service, postage prepaid, addressed as follows:

EMPLOYER: Town of Windham, 8 School Street, Windham, Maine 04062

TOWN MANAGER: Robert J. Burns Jr., 54 Jordan Drive, Gorham, Maine 04038

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as it applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United State Postal Service.

#### Section 18: General Provisions

- A. Entire Agreement. The text herein, as well as any laws or ordinances referenced herein, shall constitute the entire agreement between the parties, to the exclusion of any other representation or agreement, written or oral. The parties acknowledge and agree that this Agreement was freely negotiated and entered into, and that in the event of a conflict between the provisions hereof and the provisions of any law or ordinance, the provisions of this Agreement shall prevail.
- B. Waiver. No term or provision of this Agreement shall be deemed to have been waived by either party unless such waiver is signed in writing by both parties.
- C. Amendments. This Agreement may only be amended or modified in writing signed by both parties and subject to the approval of the Employer.
- D. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Maine without regard to its conflict of laws provisions.
- E. Customs and Practices. Except as otherwise provided for in this Agreement, the Town Manager shall be governed by the same customs, practices, and policies governing other employees of the Town, including those contained in the Town's Personnel Policy Handbook.
- F. Binding Effect. This Agreement shall be binding on the Employer and the Town Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.
- G. Effective Date. This Agreement shall become effective on its signing date.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- E. Arbitration. Any dispute arising out of or relating to this Agreement, its interpretation, or breach thereof shall initially attempt to be settled in Portland, Maine by arbitration and in accordance with Maine's Uniform Arbitration Act with prior agreement from both parties. If the dispute is originated by the employer the costs will be born by the employer for the arbitration, including the arbitration fee and attorney's fees for both parties. If the dispute is originated by the employee, both parties agree to evenly split the costs of such arbitration, including the arbitrators fee, and shall be responsible for their own attorney's fees and costs. The decision of the arbitrator shall be considered non - binding.

**IN WITNESS WHEREOF**, the Town of Windham has caused this Agreement to be duly signed and executed on its behalf by the Town Council and Robert J. Burns, Jr. has signed and executed this Agreement on behalf of himself, as of the day and year first above written.

DATED on this \_\_ day of May, 2025.

\_\_\_\_\_  
Robert J. Burns Jr. Assistant Town Manager

\_\_\_\_\_  
Jarrod Maxfield, Chair

\_\_\_\_\_  
Bill Reiner, Vice Chair

\_\_\_\_\_  
David Nadeau, Parliamentarian

\_\_\_\_\_  
Brett Jones, Councilman

\_\_\_\_\_  
John Henry, Councilman

\_\_\_\_\_  
Nick Kalogerakis , Councilman

\_\_\_\_\_  
Mark Morrison, Councilman