



**City of Newburyport**  
**Employment Contract**  
**Between the City of Newburyport**  
**And**  
**Donna Drelick, Human Resources Director**

This Agreement is made this 2nd day of August, 2021 by and between the Mayor (herein after Mayor) and Donna Drelick, Human Resources Director (herein after HR Director).

The Mayor and the HR Director hereby agree that the following terms and conditions shall govern, subject to annual appropriation, the salary and fringe benefits to which Donna Drelick shall be entitled as the HR Director for the City of Newburyport.

**1. Term of Contract and Termination**

**A. Term of Contract and Probation Period**

This agreement is for a term of three years commencing on August 2nd, 2021 and ending on June 30, 2024. This contract can be extended and amended with terms that are agreeable to the Mayor and the HR Director. This contract is also subject to amendment in the event of any significant changes in job responsibilities or duties.

If the HR Director decides to resign from the position at any time during the (3) year contract, the HR Director *shall* provide the City at least thirty (30) calendar days written notice of said resignation.

**B. Disciplinary Action and Dismissal**

The Mayor reserves and retains the right to discharge, suspend, or otherwise discipline for just cause the employee covered by this agreement. The Mayor shall provide the HR Director with written notification of any contemplated discipline or dismissal for just cause. The HR Director will be given a hearing concerning said reason or reasons for just cause termination.

**C. Non-Reappointment**

In the event that the HR Director is not to be reappointed, the Mayor shall ordinarily notify the HR Director, in writing, ninety (90) days in advance. Such notice shall be hand delivered to the HR Director with signed confirmation by the Mayor. The City shall provide one month severance pay to the HR Director if the ninety (90) days advance written notice of non-appointment is not provided by the Mayor to the HR Director.



#### **D. Death During Employment**

If the HR Director dies during the term of his employment, the City shall pay to the HR Director's estate all the compensation which would otherwise be payable to the HR Director up to the date of the HR Director's death, including, but not limited to unused vacation, payment for any eligible sick leave buy-back, personal days, and holidays.

#### **2. Hours of Work**

The HR Director is a salaried position requiring at least a 35-hour work week. The HR Director agrees to devote the amount of time and energy that is reasonably necessary to faithfully perform the duties of HR Director under this contract. To perform his/her duties and obligations effectively, the HR Director will be required to attend meetings, and participate in community activities. During such activities, he/she shall be considered working. In any event, it is expected that the HR Director will spend as much time as necessary or reasonable required to assure the efficient operation of this Department.

It is recognized that the HR Director must devote time outside the normal office hours to the business of the City, and, to that end, the HR Director shall be allowed to take compensatory time off subject to the approval of the Mayor during said office hours at such time which the HR Director determines will not adversely impact HR operations.

#### **3. Essential Functions**

The HR Director performs the duties of the position as specified in the City ordinances and as specified in Job Description.

#### **4. Indemnification**

To the extent allowed under M.G.L. c. 258, the City shall defend, save harmless and indemnify the HR Director against tort actions, professional liability claims or demands or other civil or non-criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the duties as a HR Director of the Human Resources Department.

#### **5. Life Insurance**

The HR Director shall be eligible for all life insurance benefits for which other employees are eligible. This represents a life and accidental death & dismemberment insurance policy of \$5,000.00. The City agrees to contribute towards the cost of such life insurance programs an amount or percentage not less than the highest applicable amount or percentage available to any employee.



## 6. Compensation

### A. Salary

The HR Director currently receives \$95,500 annually. Subject to annual appropriation, the HR Director will receive a 2.0% Cost of Living Adjustment for each subsequent year per the schedule below.

Fiscal Year	HR Director Salary
FY 2022	\$95,500
FY 2023	\$97,410
FY 2024	\$99,358

### Health and Dental Benefits

The HR Director is eligible for all health insurance benefits in accordance with the agreement negotiated the City and the Public Employee Committee (PEC agreement) pursuant to MGL Chapter 32B, Section 19.

### Professional Development

The Mayor and the HR Director will identify professional development trainings appropriate for skill development and enhancement.

Subject to an available appropriation and approval by the Mayor for travel and per diem expense, the City will reimburse the HR Director for the of short courses, institutes, and seminars that in the Mayor's or HR Director's reasonable judgment, are necessary for professional development.

### 7. Longevity

The HR Director hereby waives any claim to longevity payment.

### 8. Equipment

The City will provide the following equipment to support the Position Title in the fulfillment of their duties:

Equipment
Cell Phone
Lap top

### 9. Vacation, Personal, Bereavement, Sick, and Jury Duty

#### B. Vacation

The HR Director will be entitled to four (4) weeks' vacation, each Fiscal Year. Vacation for the fiscal year is accrued monthly beginning on July 1 of that Fiscal Year. With the Mayor permission, the HR Director may carry over ten (10) days of unused vacation from one fiscal year to the next. Upon termination of employment, the HR



Director shall be paid for any unused vacation previously accrued. If termination is caused by death, such payment shall be made to the HR Director's spouse or beneficiary.

**C. Personal**

The HR Director shall be entitled to four (4) personal days per Fiscal Year. Unused personal days shall not be carried from year to year. Personal days are not cumulative from one Fiscal Year to the next and unused amounts are not eligible for buy-back upon retirement or termination of employment.

**D. Bereavement Leave**

The HR Director shall be entitled to five (5) days of paid bereavement time, without loss of pay, vacation, or other leave. This time off will be granted upon the death of an immediate family member (spouse, parent, child, step-child, foster-child, brother, sister, mother and father in-law, grandmother, grandfather, spouse's mother father grandmother, grandfather). Should the death occur during the HR Director's scheduled vacation or days off, then the five (5) days of bereavement leave will be substituted for said vacation or days off, and the vacation.

**E. Sick Leave**

The HR Director has accumulated sick leave and will continue to accumulate one (1) day of sick leave each month. Sick leave is cumulative and carried forward from one Fiscal Year to the next. Upon retirement, the HR Director will be paid 50% of the number of unused sick days with a maximum of days paid not to exceed ninety (90) days. There will be no buy-back of sick leave if the employee resigns or is terminated.

**F. Jury Duty**

If the HR Director is requested for Jury Duty, he/she shall be given the time off without the loss of pay.

**10. Holidays**

The HR Director shall be entitled to twelve (12) paid holidays. These are:

1. New Year's Day,	7. Labor Day
2. Martin Day King Day	8. Columbus Day
3. Washington's Birthday	9. Veteran's Day*
4. Patriot's Day	10. Thanksgiving Day
5. Memorial Day	11. Day after Thanksgiving
6. Independence Day	12. Christmas Day
13. Juneteenth	

\*Veteran's Day is only a Holiday if it falls on Monday, Tuesday, Wednesday, Thursday, or Friday.

**11. Other**

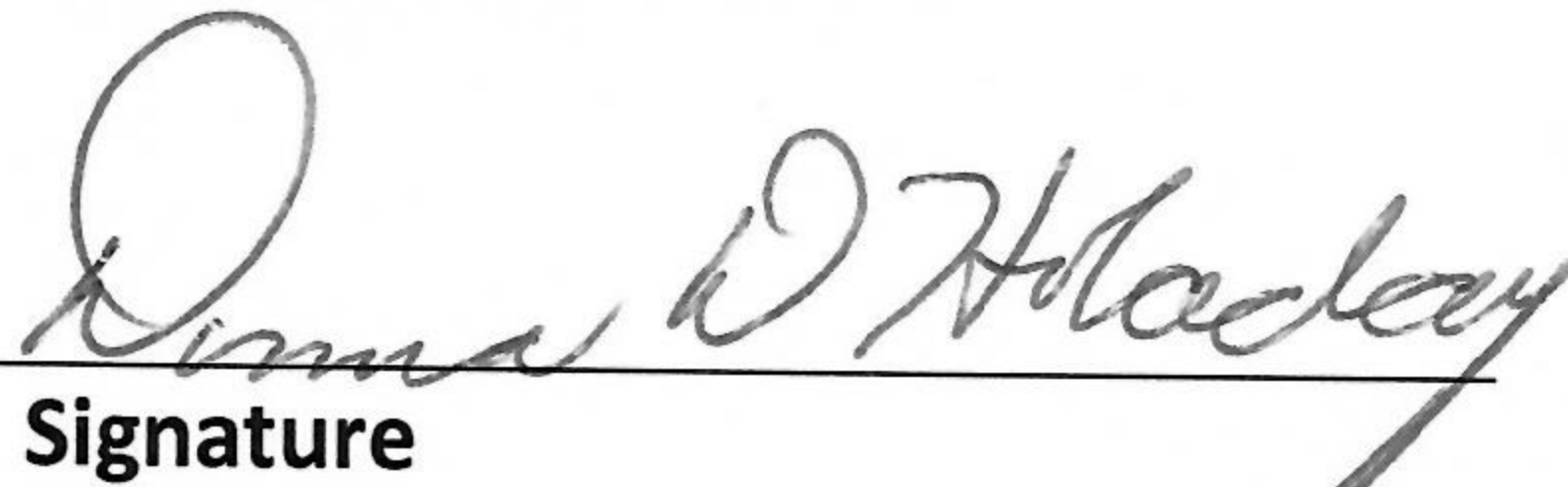
Other information and guidance for the HR Director *not* covered in this Agreement can be found in the Employee Handbook.

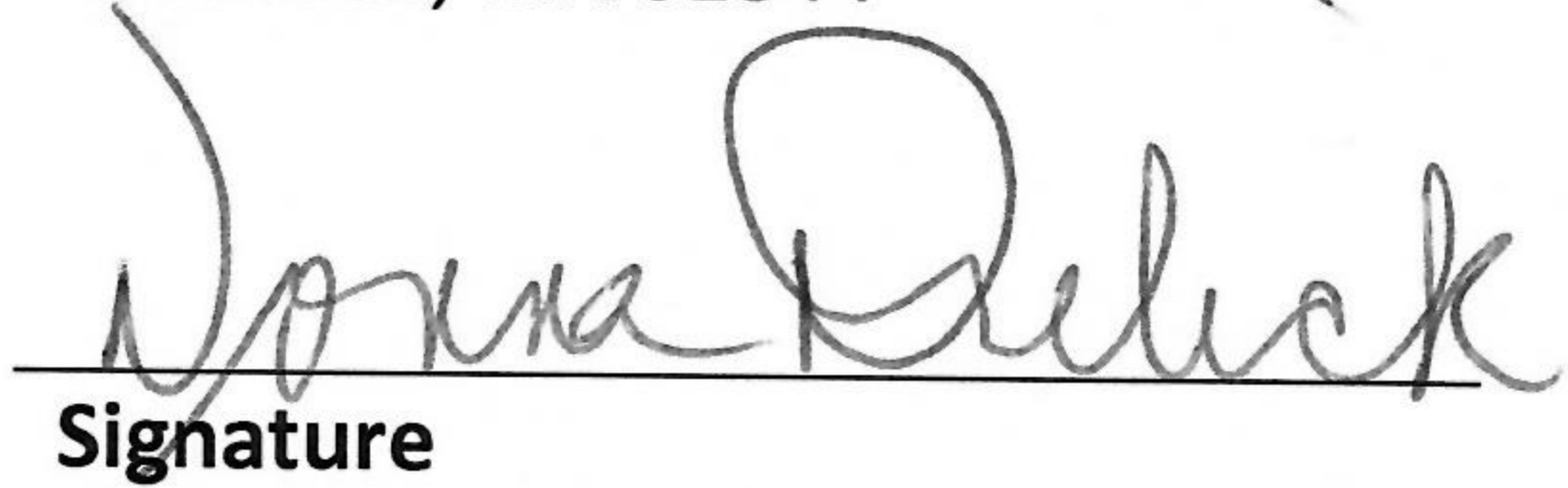


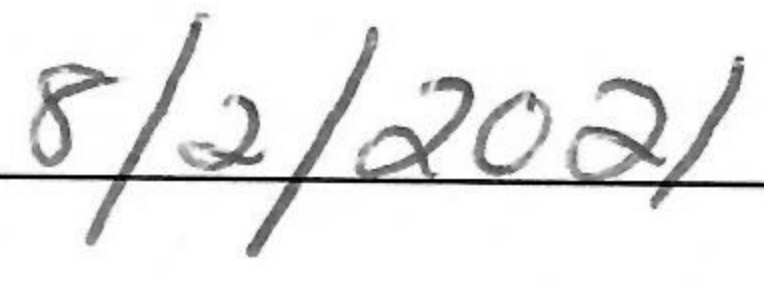
IN WITNESS WHEREOF, the parties hereunto have set their hands and seal to this instrument the date and year first above written.

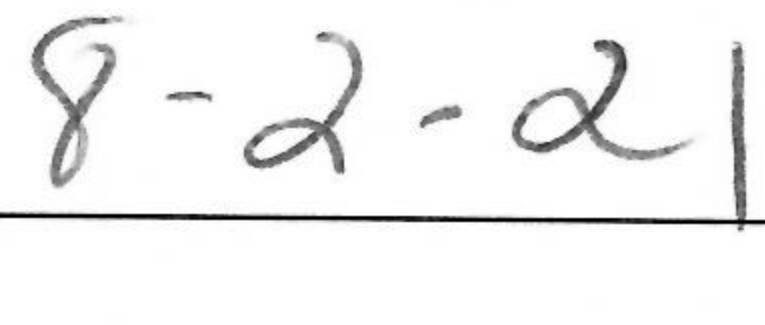
Mayor  
Donna D. Holaday, Mayor  
60 Pleasant Street  
Newburyport, MA 01950

HR Director  
Donna Drelick  
8 Chadwick St.  
Methuen, MA 01844

  
Signature

  
Signature

  
Date

  
Date