

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT** made this 19th day of November, 2025, by and between the Town of Dighton, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as the "Town", and William H. McGrady Jr. of 161 Duluth St. Fall River, MA 02721, hereinafter referred to as "McGrady".

### **WITNESSETH:**

**WHEREAS**, the Board of Selectmen (hereinafter the "Board") voted unanimously on November 19, 2025 to enter into this agreement with McGrady for the position of Building Commissioner for the Town of Dighton with duties described in the attached job description(s) as "Appendix A"; and

**WHEREAS**, the Board and McGrady now desire to enter into a written contract of employment setting forth the terms and conditions of such employment;

**NOW, THEREFORE**, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT.** The Town hereby employs McGrady, and he hereby accepts employment as Building Commissioner for the Town of Dighton. The Town and McGrady recognize McGrady's customary appointment as Building Commissioner in accordance with the provisions of Chapter 143 of the Massachusetts General Laws. McGrady agrees to serve as Dighton Building Commissioner if he continues to be nominated to said position by the Board of Selectmen and appointed as Building Commissioner by the Commonwealth of Massachusetts.

2. **TERM.** The term of employment shall consist of a six (6) month probationary period. Upon successful completion of the probationary period, this contract shall be a period of two (2) years, beginning July 1, 2026 and ending on June 30, 2028, unless this Agreement is sooner terminated as herein provided for.

3. **COMPENSATION.** The Town shall pay McGrady at a rate of \$52.00 per hour during his probationary period

Following a successful performance evaluation conducted at the end of McGrady's probation period and as described below, the Board shall vote to increase McGrady's rate of pay to \$55.00 per hour.

Commencing on July 1, 2027 and following a successful performance evaluation conducted as described below, the Board will review McGrady's compensation and determine an increase.

McGrady's salary shall be paid in equal weekly installments on the same day as other employees of the Town are paid. Future reviews of the terms and compensation shall occur with the Board at least 30 days prior to the expiration of each term of this agreement.

4. **DUTIES.** McGrady shall perform faithfully, to the best of his ability, such duties and responsibilities as shall be assigned by the Board and including, without limitation, those set forth in the job description which is attached hereto and incorporated herein by reference.

5. **HOURS OF WORK.** The basic work week of McGrady shall be a flexible nineteen (19) hour work week, scheduled on Monday through Thursday. In addition to his basic work week, McGrady shall be on call 24 hours/7 days a week and shall attend any meetings of the Town which may require the presence of the Building Commissioner.

7. **PERFORMANCE EVALUATION.** The performance of McGrady shall be evaluated in writing by the Town Administrator prior to the annual review of his salary provided for in paragraph 3. He shall have the right to make a written response to such evaluation, and the written evaluation and the response shall be filed in her personnel file.

8. **INDEMNIFICATION.** The Town agrees that if the Building Commissioner is required to participate in legal proceedings relating to all incidents in which the Building Commissioner as employee of the Town is involved that is within the scope of his duties and responsibilities, he shall receive the appropriate legal representation from Town Counsel or a designee as provided by the liability insurer of the Town as provided for in Chapter 258 of the General Laws of the Commonwealth of Massachusetts.

9. **TERMINATION.** This Agreement may be terminated during its term by:

- a. Mutual agreement of the parties;
- b. Unsuccessful completion of probationary period;
- c. The adoption and approval of a town employee personnel policy that covers non-union positions such as that of the Building Commissioner, in which case this Agreement shall terminate thirty (30) days after such adoption and approval;
- d. Retirement of McGrady;
- e. Disability of McGrady that prevents the performance of his duties for a period of one hundred eighty (180) days;
- f. Death of McGrady;
- g. Dismissal of McGrady for inefficiency, incapacity, conduct unbecoming an employee of the Town, insubordination or other good cause. If any such dismissal is intended by the Board, McGrady shall be given thirty (30) days written notice thereof containing the cause or causes for the proposed dismissal. If he so requests, he shall be given a hearing before the Board at which he may be represented by Counsel, present evidence, and call witnesses to testify in his behalf.

10. **RENEWAL OF AGREEMENT.** This agreement will not renew automatically. This Agreement shall terminate at the end of said term unless it is extended for an additional term of a year or years by the Board. The Board shall give McGrady written notice of at least sixty (60) days prior to the end of the term as to whether it desires to renew the Agreement. In the event

McGrady is not interested in a renewal of the Agreement, he shall give the Board written notice of such fact at least sixty (60) days prior to the end of the term. In the absence of the aforementioned written notice from the Board or McGrady referenced in this paragraph, this Agreement shall terminate at the end of its present term as set forth herein.

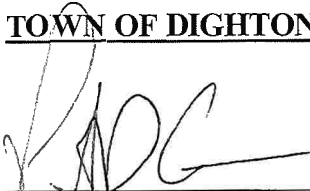
11. **ENTIRE AGREEMENT.** This Agreement embodies the whole agreement between the Board and McGrady and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except by writing signed by the party against whom enforcement thereof is sought.

12. **SEVERABILITY CLAUSE.** If any paragraph or provision of this Agreement is invalid or deemed illegal or unenforceable, it shall not affect the remainder of the Agreement, but said remainder shall be binding and effective against all parties.

**IN WITNESS WHEREOF,** the parties have hereunto signed and sealed this Agreement in duplicate on the day and year first above written.

**BOARD OF SELECTMEN**

**TOWN OF DIGHTON**



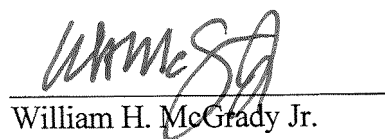
Peter D. Caron, Chairman



Mark L. Pacheco, Clerk

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Nicole L. Mello, Member

**Building Commissioner, TOWN OF DIGHTON**



William H. McGrady Jr.