

**EMPLOYMENT AGREEMENT
FOR THE
TOWN OF BLACKSTONE TOWN ACCOUNTANT**

This Agreement made and entered into on this 3rd day of July 21, by and between the Board of Selectmen of the Town of Blackstone Massachusetts, acting in its official capacity only and without personal liability or recourse to its individual members, (hereinafter called the "Town") and Lauren Taylor (the "Employee" or "Town Accountant") hereby agree as follows.

WITNESSETH:

WHEREAS, the Town desires to appoint to, and employ the services of said Lauren Taylor, in the position of TOWN ACCOUNTANT of the Town of Blackstone, pursuant to and as provided by M.G.L. c.41 §55-61; and

WHEREAS, the Town desires to establish certain terms and conditions of employment and provide certain benefits, for said Employee; and

WHEREAS, the Employee represents that she is qualified and capable of performing the duties and responsibilities of said position, as set forth herein; and

WHEREAS, Employee desires to accept the Town's offer of fulltime employment as Town Accountant and will use her best efforts, skills, abilities, and training to carry out the duties and responsibilities of said position;

NOW THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

Section 1. Duties

The Town hereby agrees to employ the Employee as Town Accountant of said Town to perform the functions and related duties of said position, as specified in the Blackstone Town Charter (the "Charter") , by applicable Bylaws, the Blackstone Personnel Policies Bylaw, applicable rules and regulations, votes of the Board of Selectmen, General or Special Laws, all of which as may be amended, rescinded and supplemented from time to time, and to perform such other legally permissible and proper duties and functions as the Board of Selectmen shall, from time to time, assign and/or are normally within the scope of duties and responsibilities performed by the person holding the position of Town Accountant in Towns of the Commonwealth of Massachusetts.

Section 2. Term

- A. The term of this agreement shall commence on July 1, 2021. The terms and conditions of this Agreement are subject to and contingent upon annual appointment of the Employee by the Town in accordance with the provisions of Section C3-3.A of the Charter, and shall remain in force and effect through June 30, 2024.
- B. Nothing in this agreement shall prevent, limit, or otherwise restrict the right of the Board of Selectmen to suspend and/or terminate the services of Employee at any time, with just cause, subject only to the provisions set forth in section 3, paragraphs A and B, of this Agreement and any other applicable provisions of law.

Section 3. Suspension, Termination and Severance Benefits

- A. The Town may suspend or terminate for just-cause the Employee in accordance with her terms of this agreement and applicable provisions of the Charter, Bylaws and Personnel Policy.
- B. In the event of termination of the Employee's employment, the Employee shall be paid a lump sum cash payment equivalent to the value of all accumulated vacation leave and 50% accumulated sick leave in full and final satisfaction of said accumulated leave benefits.
- C. In the event that A) the Town, at any time during the term of this Agreement, reduces the salary or other financial benefits of the Employee in greater percentage than an applicable across the board reduction for all employees of the Town, or B) the Employee resigns following the request of the Board of Selectmen that she resign, then, in those events, the Employee may, at her option, to be exercised by written notice within thirty (30) calendar days of the event, be deemed terminated, and will be paid any salary owed her up to her termination, and a lump sum cash payment in satisfaction of all accumulated vacation. In the event the Employee voluntarily resigns her position with the Town before expiration of the aforesaid term of employment, then the Employee shall provide the Town thirty (30) days written advance notice, unless the parties otherwise agree.
- D. The acceptance of the Employee of the vacation and sick leave buy-back provisions herein shall constitute a complete, unconditional, and full release of any other rights, claims, demands, or causes of action, whether in law, equity, or otherwise, which relating to, or arising out of, acts or actions relating to the Employee undertaken in the performance of their duties.

Section 4. Salary

The salary and other financial benefits provided for in this Agreement and obligations of the parties to perform hereunder are subject to and contingent upon appropriation through the budget process, except for separation pay, vacation and sick leave buy back, and maternity leave benefits which shall, to the fullest extent permitted by law, be an obligation of the Town under this contract.

Subject to the terms and conditions of this Agreement, and while the Employee is engaged as and performing the duties of Town Accountant and the Employer agrees to pay the Employee for her services rendered pursuant hereto an annual salary.

For the period commencing July 1, 2021, through June 30, 2022, the salary shall be \$85,729.
For the period commencing July 1, 2022, through June 30, 2023, the salary shall be \$87,873.
For the period commencing July 1, 2023, through June 30, 2024, the salary shall be \$90,070.

The Town Accountant shall receive such merit increases or salary adjustments as may be made at the discretion of the Town Administrator based on the Town Accountant's annual performance evaluation and subject to appropriation. All salary payments shall be made payable in installments at the same time and in the same manner as salary payments made to other employees of the Town.

a. Longevity Pay

In addition to the above figures, but part of her regular salary, the Employee shall receive longevity pay as set forth in the below schedule, said payment to be made in the first pay period after the Employee's anniversary date of each year of the contract thereafter.

5 years of service through 9 years of service \$1,500.00/ per year

10 years of service through 14 years of service \$1,700.00/ per year

Section 5. Hours of Work

The Town Accountant shall report to the Town Administrator concerning the daily operations of her duties and office.

Due to the unique nature of this employment, it is expressly understood and agreed that in order to properly perform the job, the Employee may have to devote additional time beyond that typically constituting a normal workday, and the Employee agrees to devote such time to her position as required. It is acknowledging that the position of the Town Accountant is executive in nature, and that term is defined in the Fair Labor Standards Act, its rules and regulations. Accordingly, the Employee shall not be entitled to paid overtime and additional compensation for additional time spent perform duties and responsibilities hereunder. It is further understood that the Employee may accrue compensatory time for all additional unpaid hours worked beyond the normal workday. Said compensatory time may be taken in lieu of overtime pay, at the rate of equal hours worked.

Section 6. Vacation Leave

The Employee shall be granted twenty (20) vacation days per fiscal year for fiscal year 2022 and fiscal year 2023. The Employee shall be granted twenty-five (25) vacation days for fiscal year 2024.

To the extent that Section 6 (a) conflicts with any provisions of the Charter, Bylaws and Personnel Policy, the language of Section 6 (a) will control.

a. In General

Vacation time shall accrue and be available to the Employee at the beginning of each fiscal year (July 1). Any unused vacation time may not be carried over from one year to another unless express permission is granted by the Town Administrator.

Section 7. Holiday Leave

The Employee shall be entitled to the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday (half day), Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (half day), Christmas Day, and New Year's Eve (half day). In addition, the Employee shall be entitled to any holidays not listed above that are received by any other union or non-union employees of the Town. Where Christmas Day, New Year's Day, and Independence Day fall on a Thursday, the Employee will have the following Friday off. Where Christmas Eve and New Year's Eve fall on a Monday, the Employee will have the entire day off.

Section 8. Bereavement Leave

The Employee shall be entitled to bereavement leave without loss of pay over five (5) regular scheduled workdays following the death of an immediate family member. For the purposes of this section, the term immediate family shall mean and include the following: spouse, children, father, mother, sister, or brother. In the event of the death of a father in-law, mother in-law, sister in-law, brother in-law, son in-law, or daughter in-law, the employee will receive three (3) working days of bereavement leave. The day of the funeral will be granted as bereavement leave for the death of a grandparent, grandchild, aunt, uncle, nephew, niece or first cousin.

Section 9. Personal Leave

The Employee shall be entitled up to three (3) days of personal leave each year to conduct personal business.

Section 10. Other Benefits:

- A. The Town agrees to provide hospitalization, surgical, and comprehensive medical and dental insurance for the Employee and her dependents at a premium contribution rate no less than 70% covered by the Town.
- B. The Town agrees to provide, at the Employees option, a life insurance policy on the basis of the same premium contributions and amounts extended to other employees of the Town.
- C. The Town agrees to provide the Employee with sick leave time and sick leave buyback in accordance with the Charter, Bylaws and Personnel Policy and leave extended to other employees of the Town.
- D. Where applicable, the Employee is allowed to apply for a leave of absence under the Family Medical Leave Act/Massachusetts Maternity Leave Act in accordance with the Charter, Bylaws and Personnel Policy and leave extended to other employees of the Town.
- E. The Town agrees to provide a stipend for Certification as a Governmental Accountant of \$1,000 annually.
- F. The Town agrees that, since the Employee has access to a laptop computer with remote access to the Town's accounting system and back-up files, the Employee may work remotely where approved in advance by the Town Administrator.
- G. The Town agrees that, should the Employee decide to commence coursework to obtain her Certified Public Accountant (CPA) degree, the Town will pay all expenses related to obtaining the degree, including but not limited to tuition and costs of books and materials related to courses.
- H. The Town agrees to provide a stipend for Certification as a Certified Public Accountant (CPA) of \$2500 annually.

Section 11. Retirement

All town employees are required to join the Worcester County Retirement System. Contributions are made in accordance with the Town's Personnel Rules and Regulations.

Section 12. Dues, Subscriptions and General Expenses

Subject to annual budgetary appropriations, the Town agrees to budget and pay for the professional dues, subscriptions, and conference expenses of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organization necessary and desirable for her continuous professional participation, growth, advance and development, and for the good of the Employer.

Section 13. Indemnification

Employer shall defend, save harmless and indemnify the Employee against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as Town Accountant, except for claims or damages arising from the intentional or grossly negligent acts of the Employee. The Employer or its insurer may in its discretion compromise and settle any such claims or shall pay the amount of any settlement or judgement rendered thereon. The Employer shall pay all costs and expenses related thereto, including attorney fees.

Section 14. Other Terms and Conditions of Employment

The Board of Selectmen, after discussion with the Employee, may establish any such other terms and conditions of employment as it may determine, from time to time, relating to the performance, duties, and responsibilities of the Employee, provided, that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter, Town Bylaw, Personnel Policy, or any other law.

Section 15. Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

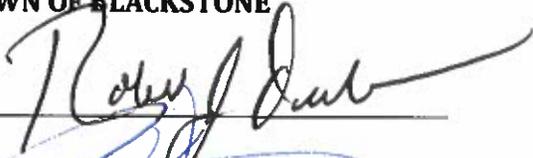
1. Town:
Town Administrator
Town of Blackstone
15 St. Paul Street
Blackstone, Ma 01504
2. Employee:
Lauren Taylor
66 Grandview Drive
North Attleboro, Ma 02760
3. Board of Selectmen
Board of Selectmen
15 St. Paul Street
Blackstone, Ma 01504

Section 16. General Provisions

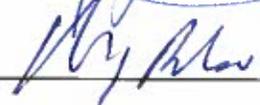
- A. The terms set forth herein shall constitute the entire agreement and understanding between the parties except to the extent that other documents are referred to herein, which documents shall be deemed to be incorporated by reference.
- B. If any provision contained in this Agreement, or any segregable portion thereof determine to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- C. The failure of a party to insist on strict compliance with the term or provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.
- D. This contract shall automatically renew for an additional one-year period unless specifically not renewed by either party.

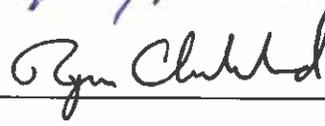
IN WITNESS WHEREOF, The Board of Selectmen, Town Administrator of the Town of Blackstone, and the Employee, being fully knowledgeable of the terms set forth herein, have executed the same, as a sealed instrument on the dates referenced herein.

**Board of Selectmen
TOWN OF BLACKSTONE**









**Town Administrator
TOWN OF BLACKSTONE**



Approved as to Form:

Town Counsel

Employee



Lauren Taylor