

EMPLOYMENT AGREEMENT  
FOR THE  
TOWN OF BLACKSTONE ASSISTANT ASSESSOR

THIS AGREEMENT, made and entered into this 28th day of June 2022, by and between the Board of Assessors 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" or "Board") and Patricia J Salamone, (hereinafter called "Employee").

WITNESSETH:

WHEREAS, the Town desires to appoint to, and employ the services of said Patricia J. Salamone in the position of Assistant Assessor of the Town of Blackstone, pursuant to and as provided by the Charter of the Town of Blackstone and G.L. c. 41, 525A; 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 full- time employment as Assistant Assessor 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 Assistant Assessor of said Town to perform the functions and related duties of said position as specified in the Blackstone Town Charter, applicable bylaws, rules and regulations, votes of the Board of Assessors, General or Special Laws, all of which as may be amended, rescinded and supplemented from time to time, and to perform such other legally permissible and proper duties and functions as the Board of Assessors shall, from time to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 Assistant Assessor.

Section 2. Term

A. The term of this Agreement shall commence on July 1, 2022 and end on June 30, 2023. Nothing in this Agreement shall prevent, limit, or otherwise restrict the right of the Board of Assessors, in its sole discretion, to terminate the services of the Assistant Assessor, at any time, with or without cause, subject only to the provisions of this Agreement.

### Section 3. Suspension, Termination and Severance Pay

A. The Town may suspend or terminate the Employee in accordance with the terms of this Agreement and applicable provisions of the Town of Blackstone Charter.

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% of 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 a greater percentage than an applicable across the board reduction for all employees of the Town, or b) the Employee resigns following a request by the Board that she resign, then, in those events, the Employee may, at his/her option, to be exercised by written notice within thirty (30) calendar days of the event, be deemed terminated, and the lump sum cash payment in satisfaction of all accumulated vacation and 50% of the sick leave as provided in Paragraph B of this Section shall be applicable.

D. 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. In the event the Employee voluntarily resigns, she shall be eligible for the severance benefits set forth in Section 3, paragraph B. If the employee voluntarily resigns, the employee shall be eligible for all of the typical retirement benefits afforded to any employee of the Town of Blackstone, including health benefits.

E. The acceptance by 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 the Employee may have against the Town, its officers, agents, officials or employees 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 in this Agreement, and obligations of the parties to perform hereunder are subject to and contingent upon annual appropriation through the budget process, except for severance pay which shall, to the fullest extent permitted by law, be an enforceable obligation of the Town under this Agreement.

Subject to the terms and conditions of this Agreement, the Town agrees to pay the Employee for services duly rendered hereunder the following salary:

For Fiscal Year 2023, an annual salary of \$74,457.03.

All salary payments shall be payable in installments at the same time and in the same manner as salary payments made to other employees of the Town.

#### Section 5. Performance Evaluation

The Board shall review and evaluate the performance of the Employee annually within ninety (90) days of each anniversary of his/her employment date (7/17/2006) in accordance with specific criteria to be developed jointly by the Board and the Employee, provided, however, that should there arise any disagreement over said criteria, the determination of the Board shall prevail. Upon completion of each performance evaluation, the Board shall provide the Employee with a summary written statement of the findings of the Board and provide an opportunity for the Employee to discuss his evaluation with the Board.

#### Section 6. Hours of Work

Due to the 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, (8:30 a.m. to 4:30 p.m.), and the Employee agrees to devote such time to his position as is required. It is further understood that Employee's work hours, may be flexible in recognition of the additional time she may spend beyond the normal workday in the conduct of the Town's business. Accordingly, the employee has the option of working flexible work hours, upon notification to and approval by the Town Administrator and the Board provided that the Employee works a total of 33.5 hours per week and the office has adequate coverage to service the public during normal work day hours. The Employee further agrees not to engage in any other non-Town related employment, consulting or other activity for which the Employee receives compensation during normal work hours unless the Employee is on vacation or such other leave from duty as authorized herein.

#### Section 7. Vacation Leave

The Employee shall be granted a total of twenty-five (25) vacation days for the year, based on fiscal years of service. Vacation time shall be available to the Employee as of July 1 of each year.

If the employee has become entitled to an annual vacation, but has not taken it, he/she shall be paid for his vacation. Upon the death of an employee entitled to a vacation allowance, the allowance shall be paid to the employee's estate.

The Employee shall also be entitled to Two (2) personal days for each Fiscal year.

Section 8. Other Benefits: Health, Life, and Disability Insurance; Sick Leave, Funeral Leave and Jury Duty.

A. The Town agrees to provide hospitalization, surgical, dental, individual or family coverage, and comprehensive medical insurance for Employee and his dependents at a premium contribution rate no less than the rate extended to other employees of the Town.

B. The Town agrees to provide, at the Employee's 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 holidays and sick leave time according to the Contract between the Town of Blackstone and the American Federation of State, County, and Municipal Employees Clerical Union Employees Local 1709B and the Town's Charter and Bylaws.

The employee shall be credited with sick leave accumulation at the rate of one-and-one-quarter ( $1 \frac{1}{4}$ ) days for each completed calendar month of service. Sick leave shall be accumulated up to one hundred twenty (120) days.

Sick Leave Conversion: Upon retirement and/or after twenty (20) consecutive years of service as a full time employee of the Town, the employee shall receive fifty percent (50%) of their accumulated sick leave at their regular rate of hourly or daily rate of pay at the said time of retirement. Payment of excess sick leave at the rate of one-half of accumulated sick leave after one hundred and twenty (120) days is permissible. This is payable at the employee's regular hourly rate of pay during the last week of June for each fiscal year covered under this agreement.

D. Funeral Leave: In the event of the death of a spouse or child, an employee will receive five (5) working days of bereavement leave. In the event of the death of a parent, sibling, parent-in-law, brother-in-law, sister-in-law, or grandchild, an 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, aunt, or uncle.

E. Jury Duty: The employer agrees to make up the difference in an employee's wages between the straight time hourly pay and compensation received for jury duty and the employee will not be required to report for work.

F. Leave of Absence: The employee may apply for a leave of absence without pay. Such application must be approved by the Board of Selectmen/ Town Administrator and the Board of Assessors. Such approval will be granted only under unusual circumstances. A leave of absence may be granted for a period not to exceed six (6) months. One extension may be granted for a period not to exceed an additional six (6) months. No sick leave, vacation leave, or other benefits shall be accrued during a leave of absence. The employee may apply for a leave of absence under the Family Medical Leave Act not to exceed twelve (12) weeks to care for an immediate family member who has a bona fide illness.

G. The employee shall be entitled to the same benefits that are available to other employees according to the Town's Charter and Bylaws.

#### Section 9. Retirement

All town employees, including the Employee, are required to join the Worcester County Retirement System. Contributions are made in accordance with the Town's personnel rules and regulations.

#### Section 10. Longevity

The Town agrees to pay the Assistant Assessor a lump sum amount each year commensurate with the years of service completed based on the anniversary date of employment, 7/17/06, with the town according to the following schedule:

Employees hired after July 1, 1999 must complete five (5) years of service to receive \$500.00 FY2011 (07/01/2010) in longevity payments. Employees hired prior to July 1, 1999 will be entitled to \$300.00 in longevity after two (2) years of service based on their anniversary date of employment with the town.

A. Completion of (5) years \$1,000.00 FY 2013 (07/01/2012)

B. Completion often (10) years \$1,500.00

C. Completion of fifteen (15) years \$1,900.00

D. Completion of 20 (20) years \$2,000.00

E. Completion of twenty-five (25) years \$2,250.00

All payments to be made in the first pay period after the anniversary date of each year of the agreement.

#### Section 12. Other Terms and Conditions of Employment

##### Holidays:

The following days shall be considered to be paid Holidays:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Patriots Day	Day after Thanksgiving
Good Friday (half day)	Christmas Day
Independence Day	President's Day
December 24 (half day)	Columbus Day
Labor Day	December 31 (half day)
Memorial Day	

And any other day that may be declared a holiday by the Town of Blackstone.

## Professional Memberships & Conferences:

Reimbursement for annual membership to local and state Assessor's Associations, and other mutually agreed upon memberships that provide a benefit to the Town.

Reimbursement for job related seminars, conferences, and educational classes for recertification of MAA designation.

Employee is eligible for reimbursement for tuition, registration fees, and books for related courses which serve to improve their knowledge and skills to their position with the Town. Any reimbursement is subject to approval by the Board of Assessors, Town Administrator, and the Board of Selectmen.

The Board, 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 Employee, provided, that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Blackstone Charter, Town Bylaw or any other law.

## Section 11. 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:  
Board of Assessors  
  
Municipal Center  
15 St. Paul Street,  
Blackstone, MA 01504

2. Employee:  
  
Mrs. Patricia J. Salamone  
15 Chickadee Drive  
Norfolk, MA 02056

## Section 12. 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, is determined to be unconstitutional, invalid or unenforceable, the remainder of this

Agreement, shall be deemed severable, shall not be affected and shall remain in full force and effect.

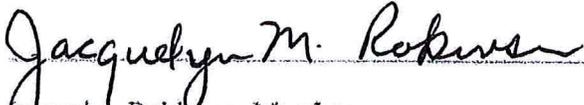
- c. The failure of a party to insist on strict compliance with a term or provision of this Agreement shall not constitute a waiver of any term or provision of this agreement.

IN WITNESS WHEREOF, The Board of Assessors 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 ASSESSORS  
TOWN OF BLACKSTONE, MASSACHUSETTS

  
Francena Schandelmayer-Davis, Chairman

  
Jeremiah Carey, Vice-Chairman

  
Jacquelyn Robinson, Member

6/28/2022  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Chris Brown, Esq  
Town Counsel

*Patricia J. Salamone*

Patricia J. Salamone

Employee

6/28/2022

Date

BOARD OF SELECTMEN:

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Date