

Agreement Between

The Town of Middleborough

And

Steven M. Dooney

Whereas, the Town of Middleborough, acting by and through the Board of Selectmen, (hereinafter the "Town"), and Steven M. Dooney. (hereinafter, "Dooney"), are desirous of entering into an employment agreement pursuant to the provisions of G.L. Chapter 41, section 108N;

Whereas, the Town desires to employ Dooney as the Town Accountant pursuant to the authority granted to the Board of Selectmen;

Whereas, Dooney, is willing to perform the duties of Town Accountant subject to the terms and conditions of this agreement;

Now, therefore, in consideration of the covenants and undertakings contained herein, the Town and the Town Accountant hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this agreement. Said salary and benefits shall be subject to appropriation by Town Meeting.

ARTICLE 1. TERM

- A. This agreement shall be effective October 9, 2016 and shall remain in effect for three (3) years until October 9, 2019, unless sooner terminated as hereinafter provided. Thereafter, this agreement may be extended as provided by its terms.
- B. Nothing in this agreement or any statute pertaining to Town Accountants, including without limitation M.G.L. c. 41, s.55, shall prevent, limit, or otherwise interfere with the right of the Town to end its obligations under this agreement and terminate the services of Dooney for any reason and without having to meet just cause standard during a six (6) month probationary period beginning July 30, 2007 and ending January 30, 2008.
- C. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of Dooney to resign at any time upon sixty (60) days' written notice to the Board of Selectmen.

ARTICLE 2. DUTIES

- A. As set forth in Massachusetts General Laws, Chapter 41, Sections 55,56,57,58,60, 61, Dooney will, under only the general direction of the Board of Selectmen, have full charge and responsibility for the operation and management of the office of Town Accountant.
- B. Dooney will perform all duties set forth in the attached job description for the Town Accountant, which is incorporated by reference.
- C. Dooney will provide all reports, accounts and documents reasonably necessary to complete the obligation of the Town Accountant.
- D. Dooney will keep all town offices and departments advised of unexpended balances in the said appropriations.
- E. Dooney at the close of each year notify in a timely manner the Board of Selectmen by written memorandum of the financial status of the Town as detailed in General Laws, Chapter 41.
- F. Dooney will maintain a complete set of books for appropriations, expenditures, revenues, assessments, and abatements.
- G. Dooney will prepare review and submit all financial reports required by the Department of Revenue, including Schedule A, Year End Balance Sheet, Audit report, Quarterly Cash Reconciliation.
- H. Dooney will perform all other duties not otherwise herein defined as may be required by the position of Town Accountant by Middleborough Town Charter or requested by the Board of Selectmen (as well as Town Manager).

ARTICLE 3. INSURANCE

Dooney shall be eligible to enroll in the Town's health and life insurance programs in accordance with their terms. If he enrolls for health insurance, the Town will contribute up to 75% (seventy five percent) of the monthly premium. He will be obligated to pay for all other costs associated with health insurance, including without limitation the balance of monthly premium and any co-pays and deductibles. The Town will provide, at its expense, the standard life insurance that it provides other employees under M.G.L. c. 32B.

ARTICLE 4. COMPENSATION

- A. The annual base salary of the Town Accountant during the first year of agreement will be \$90,992.00.

- B. Any increase in salary for the second and/or third years of the agreement shall be determined by Board of Selectmen, subject to an annual performance evaluation and Town Meeting appropriation.
- C. Dooney shall be entitled to any Cost of Living Allowances that may be granted to any non-bargaining unit employees.
- D. Annually, the Board of Selectmen, through the Town Manager, and the Town Accountant shall define such goals, objectives, and performance appraisal measures as they determine necessary for the proper operation of the Town and the attainment for the Board's policy objectives. The Board of Selectmen, through the Town Manager, shall review and appraise the performance of the Town Accountant annually. This review and appraisal shall be in accordance with the procedure established by the Town Manager.

ARTICLE 5. HOURS OF WORK

- 1. Town Accountants hours of work will consist of a 4 day work week and any additional hours reasonably necessary for him to faithfully perform the duties of the position, including but not limited to attendance at meetings, off site work via computer or telecommunications etc, as needed or required.
- 2. It is recognized that the Town Accountant is a salaried employee of the Town, and is therefore exempt from federal and state statutory provisions governing hours of work and overtime.

ARTICLE 6. BENEFITS

The Town Accountant shall receive the following fringe benefits:

All benefits shall accrue on a fiscal year basis.

- A. Holidays – The Town Accountant shall be entitled to twelve (12) paid holidays as follows:

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| New Year's Day | M.L. King Day | Presidents Day |
| Patriots Day | Memorial Day | Independence Day |
| Labor Day | Columbus Day | Veteran's Day |
| Thanksgiving Day | Day After Thanksgiving | Christmas |

- B. Vacation – Dooney shall be credited with (25) twenty-five days of vacation. With advance request and approval of the Board of Selectmen, up to five days may be carried over to the next calendar year. Vacation time will be taken on a schedule that minimizes the disruption to the performance of the duties of the Town Accountant.

In the event of the termination of this agreement by either party, the Town Accountant shall receive a lump sum cash payment in lieu of any credited vacation leave not yet taken.

- C. Dooney shall be granted three (3) personal days, with pay, in each year of the Agreement.
- D. Dooney shall be granted five (5) days bereavement leave for immediate family members. Immediate family shall include spouse, parents, children, sibling, grandparents, grandchildren and in-laws. Vacation and/or personal days may be used if additional time is required and approved by the Board of Selectmen.
- E. Dooney shall be eligible for sick leave pursuant to the following schedule: Upon completion of the probation period, sick leave shall accrue at a rate of one and one-half (1 ½) days per month, for a maximum of eighteen (18) days per calendar year. Unused sick leave may be accrued from year to year up to a maximum of 225 days. No compensation will be provided for unused sick leave.

ARTICLE 7. REDUCTION OF BENEFITS

The Town shall not, at any time during the term of this Agreement, reduce the salary, compensation, or other financial benefits of the Town Accountant except to the degree of such across-the-board reduction for all Town Employees.

ARTICLE 8. AUTOMOBILE EXPENSE

In accordance with the Town's Vehicle Use Policy, the Town shall reimburse Dooney at the prevailing per mile Town rate.

ARTICLE 9. PROFESSIONAL DEVELOPMENT

Dooney will be allowed to attend any job-related conferences, meetings and seminars each year without a loss of vacation or other leave, and will be reimbursed by the Town for all reasonable expenses (including travel expenses) incurred while attending or traveling to the aforementioned, with prior approval of the Board of Selectmen. Reimbursement will exclude all non-business related expenses.

ARTICLE 10. DUES AND SUBSCRIPTIONS

With prior approval of the Board of Selectmen, the Town agrees to pay for Dooney's job-related professional dues and subscriptions for his continued participation in state and local associations and organizations necessary and desirable for his professional growth and advancement and for the good of the Town.

ARTICLE 11. DEATH DURING TERM OF EMPLOYMENT

If Dooney dies during the term of his employment, the Town shall pay to his estate, at such time Town Meeting shall vote to appropriate, all the compensation which would otherwise be payable to him up to the date of death, including, but not limited to unused personal days and vacation.

ARTICLE 12. SUSPENSION, DISCHARGE, ENDING TOWN'S OBLIGATION

In addition to its rights under the probationary period provisions set forth above, the Town may suspend without pay or terminate Dooney's employment, as well as end any of its obligations under this Agreement prior to October 9, 2019 for just cause, including without limitation the failure of Dooney to satisfactorily meet his obligations under this agreement.

- A. Dooney shall be entitled to a hearing before the Board of Selectmen or its designee and the right to be represented by council, except that this shall only apply to suspensions without and/or discharge.
- B. Dooney may appeal any decision to suspend him without pay or discharge him or to end the Town's obligations under this agreement to an arbitrator mutually selected by the Town and Dooney. Any appeal must be filed in writing thirty (30) days of Dooney's receipt of the Town's decision and it shall specify the grounds for appeal. Failure to do so will result in a waiver of any appeal.
- C. If Dooney and the Town are unable to agree, a labor/employment arbitrator will be selected and the issues decided under the procedures and rules of the American arbitration Association pertaining to labor and employment disputes.
- D. Dooney and the Town shall divide equally the costs of the arbitration, including the arbitrator's fees. Each side shall pay its own legal expenses.

ARTICLE 13. CONTRACT RENEWAL/TERMINATION

- A. The term of this Agreement shall be from October 9, 2016 through October 9, 2019.
- B. There will be an automatic extension of the agreement for a single, one year term, from October 9, 2019 through October 9, 2020, under the following conditions:

1. Between June 9, 2018 and July 9, 2018, Dooney notifies the Town in writing that the October 9, 2018 automatic extension date for the agreement is approaching.
 2. The Board fails to notify Dooney in writing by October 9, 2018 of its intention not to automatically extend the agreement at the end of its term. The notice may include a statement of the Board's willingness to attempt to negotiate a successor agreement without negating the notice of no automatic extension. Likewise any subsequent negotiations shall not negate the notice of no automatic extension.
- C. In the event that Dooney intends to resign voluntarily at any time following the following commencement of this original Agreement, he shall give the Town sixty (60) days' written notice in advance, unless the parties otherwise agree in writing. In such circumstances, the Town Accountant shall only be entitled to receive compensation due him up to the effective date of his resignation, including unused vacation leave.

ARTICLE 13. GENERAL PROVISIONS

- A. The Agreement is a Massachusetts contract and shall be governed by the laws of the Commonwealth of Massachusetts. If any of the provisions of this Agreement shall be determined illegal by a court of competent jurisdiction, such provisions shall be considered null and void and shall not be binding on the parties hereto. In such event, the remaining provisions of this Agreement shall remain in full force and effect.
- B. This Agreement supersedes any and all prior written or oral agreements and constitutes the entire agreement between the parties. No extension or modification of same shall be effective unless by an instrument in writing duly executed by the parties.

ARTICLE 14. NON-WAIVER

No addition to, alteration, modification or waiver of any terms or provisions of this Agreement shall be valid, binding, or of any force and effect unless it is made in writing and executed by the parties hereto. The failure by either party in one or more instances to observe and enforce any provisions of this Agreement shall not be construed to be a waiver of said provisions.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal by their duly authorized representatives this 19 day of Sept, 2016.

TOWN OF MIDDLEBOROUGH:

Dodger

St. John

John M. Knott

[Signature]

[Signature]

TOWN ACCOUNTANT:

[Signature]

Steven M. Dooney