

AGREEMENT BETWEEN
THE TOWN OF MIDDLEBOROUGH

and

COLLEEN M. LIEB
EXECUTIVE ASSISTANT TO THE BOARD OF SELECTMEN

Whereas, the Town of Middleborough, acting by and through the Board of Selectmen, (hereinafter the "Town"), and Colleen M. Lieb, (hereinafter, "the Board's Executive Assistant"), 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 Ms. Lieb as the Executive Assistant to the Board of Selectmen pursuant to the authority granted to the Board of Selectmen;

Whereas, Ms. Lieb is willing to perform the duties of the Board's Executive Assistant subject to the terms and conditions of this agreement;

Now therefore, in consideration of the covenants and undertakings contained herein, the Town and the Board's Executive Assistant hereby agree that the following terms and conditions shall govern 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 August 15, 2016 and shall remain in effect for three (3) years until August 15, 2019, unless sooner terminated as hereinafter provided.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Board's Executive Assistant to resign at any time upon thirty (30) days' written notice to the Board of Selectmen.
- C. In the event that the Board's Executive Assistant intends to resign voluntarily at any time following commencement of this original Agreement, she shall give the Town thirty (30) days' written notice in advance, unless the parties otherwise agree in writing. In such circumstances, she shall only be entitled to receive compensation due her up to the effective date of her resignation, including unused vacation leave.

ARTICLE 2. DUTIES

- A. The Board's Executive Assistant will perform all of the duties set forth in the attached job description for the position of Executive Assistant to the Board of Selectmen and the attached Confidentiality Agreement, which is incorporated by reference.
- B. The Board's Executive Assistant will perform all other duties not otherwise herein defined as may be required by the position or as assigned by the Board of Selectmen, as well as the Town Manager.

ARTICLE 3. INSURANCE

The Board's Executive Assistant shall be eligible to enroll in the Town's health and life insurance programs in accordance with their terms. If she enrolls for health insurance, the Town will contribute up to 75 % (seventy-five percent) of the monthly premium. She will be obligated to pay all other costs associated with the health insurance, including without limitation the balance of the 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 salary of the Board's Executive Assistant during the first year of the agreement shall be \$61,698.00.
- B. Any increase in salary, including any cost of living allowances, for the second and/or third years of the agreement shall be determined by the Board of Selectmen, subject to an annual performance evaluation and Town Meeting appropriation.

ARTICLE 5. HOURS OF WORK

- A. The Board's Executive Assistant's hours of work will consist of a 5 day work week, 37.50 hours per week including evening attendance for Selectmen's meetings as needed or required. The Board will determine the work schedule.
- B. It is recognized that the Board's Executive Assistant position is exempt from federal and state statutory provisions governing hours of work and overtime.

ARTICLE 6. BENEFITS

All benefits shall accrue on a fiscal year basis, unless otherwise noted.

- A. Holidays-- The Board's Executive Assistant shall be entitled to twelve (12) paid holidays as follows:

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

The Board's Executive Assistant shall be entitled to three (3) hours off their regular workday on the working days preceding Christmas and New Year's day.

- B. Vacation-

The Board's Executive Assistant shall be credited with fifteen (15) 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 disruption to the office.

- C. The Executive Assistant shall be granted four (4) personal days, with pay, in each year of the agreement.
- D. The Executive Assistant shall be granted five (5) days bereavement leave for immediate family members. Immediate family shall include spouse, significant other 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. The Board's Executive Assistant shall be eligible for sick leave pursuant to the following schedule: Sick leave shall accrue at a rate of one and one-half (1 1/2) 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.
- F. Jury Duty—In the event that the Board's Executive Assistant serves as a juror in a Federal Court or in the Courts of the Commonwealth, she shall receive from the Town, the difference between her salary and the compensation she received for such jury service.

ARTICLE 7. AUTOMOBILE EXPENSE

In accordance with the Town's Vehicle Use Policy, the Town shall reimburse Board's Executive Assistant at the prevailing per mile Town Rate and subject to appropriation.

ARTICLE 8. PROFESSIONAL DEVELOPMENT

The Board's Executive Assistant will be allowed to attend job-related conferences, meetings and seminars each year, subject to appropriation, 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 the prior approval of the Board of Selectmen. Reimbursement will exclude all non-business related expenses.

ARTICLE 9. SUSPENSION, DISCHARGE, ENDING TOWN'S OBLIGATIONS

The Town may suspend without pay or terminate the Board's Executive Assistant's employment, as well as end any of its obligations under this Agreement prior to the end of this agreement for just cause, including without limitation the failure of the Board's Executive Assistant to satisfactorily meet her obligations under this agreement.

The Board's Executive Assistant shall be entitled to a hearing before the Board of Selectmen or its designee and the right to be represented by counsel, except that this shall only apply to suspensions without pay and/or a discharge.

This provision shall not apply to a decision by the Board not to extend or renew this Agreement beyond August 15, 2020.

ARTICLE 10. CONTRACT RENEWAL/TERMINATION

- A. The term of this agreement shall be from August 15, 2016 through August 15, 2019.
- B. There will be an automatic extension of the agreement for a single, one year term, from August 15, 2019 through August 15, 2020 under the following conditions:

1. Between June 15, 2019 and July 15, 2019, the Board's Executive Assistant notifies the Town in writing that the August 15, 2019 automatic extension date for the agreement is approaching.
2. The Board fails to notify The Board's Executive Assistant in writing by August 15, 2019 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.

ARTICLE 11. GENERAL PROVISIONS

- A. This 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 provision 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 modifications of same shall be effective unless by an instrument in writing duly executed by the parties.

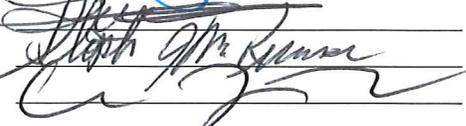
ARTICLE 12. NON-WAIVER

No addition to, alteration, modification or waiver of any of the 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 or 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 12th day of September, 2016.

TOWN OF MIDDLEBOROUGH





COLLEEN M LIEB

