

Contract of Employment

Between

Town of Pepperell

And

Tax Collector/Treasurer

This contract made this 1st day of July 2015, pursuant to Chapter 41 Section 108N of the Massachusetts General Laws, by and between the Town of Pepperell ("the Town") acting by and through the Town Administrator and Debbie J. Nutter (Tax Collector/ Treasurer for the Town of Pepperell) witnesseth that:

WHEREAS: the Town Administrator desires to retain the services of Debbie J. Nutter, Tax Collector/Treasurer of the Town of Pepperell; and

WHEREAS: The Town Administrator under Section 5-5 of the Town Charter of the General Laws may contract with the Treasurer/Collector for such services; and

WHEREAS, it is the desire of the Town Administrator to contract for salary and benefits of said Tax Collector/Treasurer to the Town Administrator; and

WHEREAS, it is the desire of Debbie J. Nutter to continue employment as the Tax Collector/Treasurer for said Town according to the terms and conditions of this contract;

NOW THEREFORE, in consideration of the covenants herein, it is agreed as follows:

1. Employment.

The Town hereby employs Debbie J. Nutter in the position of Tax Collector/Treasurer of the Town of Pepperell. Debbie J. Nutter will work under the general direction of the Town Administrator.

2. Term.

This contract shall be effective for the term of July 1, 2015 through June 30, 2018.

Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Town to terminate the services and employment of the Tax Collector/Treasurer to the Town of Pepperell at any time, subject only to the provisions set forth in Section 9 of this contract.

Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Tax Collector/Treasurer to resign her position with the Town, subject only to the provisions set forth in Section 9 of this contract.

3. Compensation.

- (a) On or before December 31st of each year of this contract, the Town Administrator will conduct a performance evaluation of the employee and subsequently submit a recommendation of costs for the upcoming fiscal year to the Board of Selectmen for their review and consideration.

- (b) For performing the duties of Tax Collector/Treasurer the Town shall pay Tax Collector/Treasurer for the period from July 1, 2015 through June 30, 2016 a base bi-weekly salary of \$2873.56 which if annualized will equal \$75,750.00. In the following two years of this contract, the Tax Collector/Treasurer shall be granted an increase based on a performance evaluation performed by the Town Administrator, this increase shall range 0-2% dependent on outcome of evaluation. The salary shall be paid in equal installments in accordance with the Town's regular payroll. From salary paid, the Town will make all lawful withholdings and deductions.

4. Duties.

The Tax Collector/Treasurer shall perform in a professional and competent manner the functions and duties as indicated in the attached job description of Tax Collector/Treasurer for the Town of Pepperell, which is hereby incorporated into this Agreement.

5. Employment Status-Hours.

The Tax Collector/Treasurer shall be an exempt executive employee for the purpose of the Federal Fair Labor Standards Act, 29 U.S.C., and Section 23 of said Chapter.

The hours of employment for the Tax Collector/Treasurer will generally be normal business hours of the Town. While expecting that Tax Collector/Treasurer will devote her full time and attention to Town business during regular working hours, the Town Administrator specifically acknowledges that attendance at evening or after hour meetings will be required as needed, and such attendance is expected. Accordingly, the Tax Collector/Treasurer will be allowed to take such compensatory time off as is reasonable during said normal business hours provided that the business of the Town is not adversely affected by taking of said compensatory time. Requests for compensatory time shall be made to the Town Administrator.

6. Vacation, Sick, Personal and Other Leave.

(a) The Tax Collector/Treasurer shall accrue four weeks of vacation per year, and shall be entitled to personal leave in accordance with the Personnel By-Law.

(b) The Tax Collector/Treasurer shall be entitled to accrue sick leave in accordance with the Personnel By-Law.

(c) In the event of the death of the Tax Collector/Treasurer's husband, son, daughter, sister(s) daughter-in-law, son-in-law or grandchildren, an excused absence with pay of not more than four (4) scheduled work days will be allowed.

(d) All other types of leave (jury duty etc.) shall be granted under the terms and conditions established under the Personnel By-Law.

(e) All requests for leave shall be made to the Town Administrator.

7. Holidays.

The Tax Collector/Treasurer shall be entitled to all holidays granted to Town employees in accordance with the Personnel By-Law, and shall be eligible for holiday pay at the commencement of the contract.

8. Other Benefits.

- (a) The Tax Collector/Treasurer shall be entitled to all health and life insurance benefits to which all other non-union Town Employees are entitled. The Tax Collector/Treasurer shall be entitled to purchase at her own expense, the additional life insurance coverage and dental coverage made available by the Town to other non-union Town employees at her own expense.
- (b) The Tax Collector/Treasurer will be eligible to participate in the Employer's Internal Revenue Code Section 125 Premium Conversion Plan.
- (c) The Tax Collector/Treasurer shall be entitled to longevity pay in the amount of \$500.00 per year, for each year of this contract.

9. Termination.

This Contract may be terminated by either party as provided below:

- (a) By mutual written agreement, signed by the Town Administrator and the Tax Collector/Treasurer, upon such terms and conditions as may be acceptable to both parties at the time of termination; or
- (b) The Town may terminate this contract and remove the Tax Collector/Treasurer for cause during the term of this Contract by the Town Administrator after a hearing; provided, however, (a) that the Tax Collector/Treasurer is given notice in writing at least (30) days prior to the hearing of the reasons for the proposed termination; (b) that the Tax Collector/Treasurer shall have the right to be represented by counsel of her choice, the right to present evidence and the right to call, examine and cross examine witnesses in regards to the charges against her at the hearing. In the event of such removal for cause, the Town shall have no obligation to a severance sum. The Town Administrator's decision is final.
- (c) By the Tax Collector/Treasurer upon (30) days written notice of termination to the Town Administrator. Until effective date of termination under such circumstances, the Tax Collector/Treasurer shall continue to perform her duties and shall, if requested, cooperate with the town Administrator for a successor.

10. Suspension.

The Town may suspend, without a hearing, the TREASURER/COLLECTOR for cause.

11. General Provisions.

- (a) The writing constitutes the complete agreement of the parties as of the date of execution, and supersedes any prior agreements. Any supplemental or additional agreement shall be effective only if in writing and signed by the Town Administrator and the Tax Collector/Treasurer.

- (b) If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract or a portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- (c) In the event there is significant change in the responsibility of the Tax Collector/ Treasurer, it is agreed that the contract can be amended in all aspects including compensation by agreement of the parties.

BOARD OF SELECTMEN:

STEPHEN THEMELIS

MICHELLE GALLAGHER

MELISSA TZANOUDAKIS

TOWN ADMINISTRATOR:

MARK ANDREWS

TAX COLLECTOR/TREASURER:

DEBBIE J. NUTTER

Date: _____