

**Contract of Employment  
Between  
Town of Pepperell  
And  
Town Accountant**

This contract made this 7<sup>th</sup> day of December, pursuant to Chapter 41 Section 108N of the Massachusetts General Laws, by and between the Town of Pepperell (“the Town”) acting by and through its Board of Selectmen (“the Board”) and Thomas E. Wilson (“the Town Accountant”) witnesseth that:

WHEREAS, the Board desires to retain the services of Thomas E. Wilson as Town Accountant of the Town of Pepperell; and

WHEREAS, the Board under Chapter 41, §108N of the General Laws may contract with the Town Accountant for such services; and

WHEREAS, it is the desire of the Board to contract for salary and benefits of said Town Accountant; and

WHEREAS, it is the desire of Thomas E. Wilson to accept employment as the Town Accountant 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 Thomas E. Wilson in the position of Town Accountant of the Town of Pepperell.

During the term of this Agreement, Thomas E. Wilson agrees to maintain certification with the Massachusetts Municipal Auditors’ and Accountants’ Association and MCPPO certification.

Thomas E. Wilson will work under the policy direction of the Board.

2. Term.

This contract shall be effective for the term of December 21, 2009 through December 20, 2012.

Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Town to terminate the services and employment of the Town Accountant at any time, subject only to the provisions set forth in Section 13 of this contract.

Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Town Accountant to resign his position with the Town, subject only to the provisions set forth in Section 13 of this contract.

3. Compensation.

(a) For performing the duties of the Town Accountant, the Town shall pay the Town Accountant for the period from December 21, 2009 through December 20, 2010 a base weekly salary of \$1,321.85 which if annualized will equal \$69,000. In the following two years of this contract, the Town Accountant shall be granted an increase based on the increase given to Personnel Bylaw employees. The salary shall be paid in equal installments in accordance with the Town’s regular payroll.

(b) The Town Accountant shall be entitled to Longevity pay in accordance with Chapter 31 Article V of the Code of the Town of Pepperell

From the salary paid, the Town will make all lawful withholdings and deductions.

4. Duties. The Town Accountant shall perform in a professional and competent manner the functions and duties as indicated in the attached job description of Town Accountant, which is hereby incorporated into this Agreement and all functions and duties required of a Town Accountant pursuant to the statutes, bylaws or regulations of the Commonwealth of Massachusetts or the Town, as well as other duties as the Board may from time to time assign through the Town Administrator.

5. Employment Status – Hours. The Town Accountant shall be an exempt executive employee for the purposes of the Federal Fair Labor Standards Act, 29 U.S.C., and Section 23 of said Chapter.

The hours of employment for the Town Accountant will generally be the normal business hours of the Town. While expecting that the Town Accountant will devote his full time and attention to Town business during regular working hours, the Board specifically acknowledges that attendance at evening or after hour meetings will be required as needed, and such attendance is expected. Accordingly, the Town Accountant will be allowed to take such compensatory time off as is reasonable during said normal business hour 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 Town Accountant shall accrue three weeks of vacation per year, and shall be entitled to personal leave in accordance with the Personnel By-Law.

(b) The Town Accountant shall be entitled to accrue sick leave in accordance with the Personnel By-Law. Any accrued sick leave on the books at the time of termination of employment will be paid directly to the Town Accountant in an amount not to exceed ten (10) days.

No payment shall be made in the event that the Town Accountant is terminated for cause.

(c) In the event of the death of the Town Accountant's spouse, child, brother, sister, grandchild, or son-in-law, 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 Town Accountant 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 Town Accountant shall be entitled to all health and life insurance benefits to which all other non-union Town Employees are entitled. The Town Accountant shall be entitled to purchase, at his own expense, the additional life insurance coverage and dental coverage made available by the Town to other non-union Town employees at his own expense.

(b) The Town Accountant will be eligible to participate in the Employer's Internal Revenue Code Section 125 Premium Conversion Plan.

9. Professional Development

(a) The Town Accountant shall be given reasonable opportunities to develop his skills and abilities as a Town Accountant. Accordingly, the Town Accountant shall be allowed to attend courses, seminars, and meetings relative the position of Town Accountant. The Town shall pay for the reasonable and necessary cost of such programs and for reasonable and necessary travel and

subsistence expenses incurred by the Town Accountant in attending such programs in an amount not to exceed \$1,200 for each fiscal year beginning in fiscal year 2011.

- (b) The Town shall pay for the annual dues of the Massachusetts Municipal Accountants and Auditors Association on behalf of the Town Accountant.
- (c) The Town Accountant shall coordinate his professional development with the Town Administrator.

10. Travel Expenses. The Town shall reimburse the Town Accountant at a rate set by the Town for such purposes for all reasonable and necessary travel outside Town limits incurred on behalf of the Town.

11. Indemnification. The Town will provide professional liability insurance for the Town Accountant in the amount of not less than One Million Dollars (\$1,000,000) per occurrence, to provide legal counsel in defense of any action to which the Town Accountant is a party by reason of the alleged performance or nonperformance of his duties except as may relate to suspension or termination of his employment with the Town and to indemnify the Town Accountant in all claims made against him in the performance of his duties even if said claim has been made following termination from employment, including claims for any acts or omissions of the Town Accountant within the scope of Chapter 258 of the Massachusetts General Laws which do not subject the Town itself to liability under the provisions of said Chapter, provided he acted in good faith and within the scope of his duties.

12. Performance Evaluations. The Board shall review and evaluate the performance of the Town Accountant, based on written goals and objectives set forth by the Board, in accordance with the Personnel By-Law.

13. Termination.

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

- (a) By mutual written agreement, signed by the Board and the Town Accountant, upon such terms and conditions as may be acceptable to both parties at the time of termination; or
- (b) By majority of the vote of the Board. The Town may terminate this Contract and remove the Town Accountant for cause during the term of this Contract by vote of a majority of the members of the Board after a hearing; provided, however, (a) that the Town Accountant is given notice in writing at least (30) days prior to the hearing of the reasons for the proposed termination; (b) that the Town Accountant shall have the right to be represented by counsel of his choice, the right to present evidence and the right to call, examine, and cross examine witnesses in regard to the charges against him at the hearing. In the event of such removal for cause, the Town shall have no obligation to pay a severance sum. The Board's decision shall be final.

In the event the Town wishes to terminate this Contract without cause, the Town shall give the Town Accountant not less than six (6) months' prior written notice of termination or shall pay to the Town Accountant a lump sum cash payment equal to four weeks' aggregate salary, which amount shall be paid to the Town Accountant on or before the effective date of the termination; or

- (c) By the Town Accountant upon thirty (30) days written notice of termination to the Board. Until the effective date of termination under such circumstances, the Town Accountant shall continue to perform his duties and shall, if requested, cooperate with the Board in a search for a successor.

14. Suspension. The Town may suspend, without a hearing, the Town Accountant for cause.

15. 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 or amendment shall be effective only if in writing and signed by the Board and the Town Accountant.
- (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 a significant change in the responsibility of the Town Accountant, it is agreed that the contract can be amended in all aspects including compensation by agreement of the parties.

TOWN OF PEPPERELL  
BOARD OF SELECTMEN

\_\_\_\_\_  
Joseph A. Sergi, Chairman

\_\_\_\_\_  
Thomas E. Wilson  
Town Accountant

\_\_\_\_\_  
Patrick J. McNabb, Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph M. Hallisey, Member