

Contract of Employment Between

**The Town of Ayer
and
Carly M. Antonellis
Assistant Town Manager**

July 1, 2019 – June 30, 2022

A. PREAMBLE

THIS AGREEMENT effective July 1, 2019 by and between the Town of Ayer, acting by and through their Town Manager, hereinafter referred to as "Town Manager", and Carly M. Antonellis of Winchendon, Massachusetts, hereinafter referred to as "Antonellis".

In consideration of the promises contained herein, the parties hereto mutually agree as follows:

B. EMPLOYMENT

The Town of Ayer hereby agrees to employ Antonellis and to appoint her to the position of Assistant Town Manager pursuant to Massachusetts General Laws Chapter 79 of the Acts of 2018, Antonellis hereby accepts employment on the following terms and conditions.

C. DUTIES

Antonellis shall fulfill all of the duties and responsibilities of the Assistant Town Manager as set forth in the Town's job description for the position; as well as in accordance with applicable federal and state laws; as well as local bylaws. Antonellis is an Appointee of the Town Manager. Antonellis will ensure that the Town Manager's Office is staffed during the Town Hall hours of operation.

D. TERMS

Antonellis shall be appointed for a multi-year contract beginning July 1, 2019 and ending on June 30, 2022. The contract shall be extended for successive three year periods unless the Town Manager decides to terminate the contract in accordance with the non-reappointment clause of this contract.

It is expressly understood and agreed that a decision to not reappoint Antonellis on the expiration of this Contract, or any renewal or extension thereof, shall not be construed as a dismissal.

Either party may request that the provisions of this contract be renegotiated for any extensions beyond June 30, 2022. The parties hereby agree that said negotiations shall commence on or before February 1, 2022 of the final year of the contract.

It is expressly understood that the terms and conditions of the expiring contract shall stay in full force and effect until new terms and conditions, if any, are negotiated and signed by the parties.

E. RESIGNATION, NON-REAPPOINTMENT, DISCIPLINE

1. Resignation

In the event that Antonellis desires to terminate this contract before the term of service expires, she may do so by giving the Town Manager a forty-five (45) days' notice in writing.

2. Non-Reappointment

The Town Manager shall have the right to not reappoint Antonellis to this position, without cause, on June 30, 2022, as long as the following conditions have been met:

- a. Antonellis shall have been formally evaluated, using the Town's Performance Evaluation System as further detailed in section K of this agreement, and notified, in writing, of the Town Manager's intention not to reappointment, and the reasons therefore, prior to January 1, 2022. Said notification shall be made via certified mail, return receipt requested, to her residence and;
- b. Antonellis shall be paid severance in a lump sum cash payment in an amount equal to (4) months of her salary. Said payment shall be made to Antonellis on or before her last day of employment. This severance provision shall be waived if Antonellis starts a new job that is economically comparable to the position in Ayer, after said notice of non-renewal but before June 30, 2022;

3. Reprimand or Suspension

The Town Manager may reprimand or suspend Antonellis for just cause (with or without pay and with or without benefits) at any time during the term of the contract after:

- a. Written notice of a hearing with the Ayer Board of Selectmen to be held to consider such reprimand or suspension is sent to Antonellis at least two (2) business day (for a reprimand) and ten (10) business days (for a suspension) prior to such hearing; the notice includes a list of charges warranting consideration of reprimand or suspension, and the notice is sent via certified mail, return receipt requested, to her residence or may be delivered in hand, and;
- b. A duly noticed hearing, to be made public at Antonellis' request, at which Antonellis shall be afforded all rights provided under Massachusetts General Law Chapter 30A, Section 21A and;
- c. A majority vote of the Selectmen (a 2/3rds majority).

4. Dismissal

The Town Manager may dismiss Antonellis only for just cause at any time during this contract after:

- a. Written notice of a hearing with the Ayer Board of Selectmen to be held to consider dismissal is sent to Antonellis at least fifteen (15) business days prior to such hearing, the notice to include a list of charges warranting consideration of dismissal, and the notice is sent via certified mail, return receipt requested, to her residence or may be delivered in hand, and;

- b. A duly noticed hearing, to be made public at Antonellis' request, at which Antonellis shall be afforded all rights provided under the Open Meeting Law; and
- c. A majority vote of the Selectmen (a 2/3rds majority):

5. Appeal

For administrative remedies, Antonellis shall first have the right of appeal from a reprimand, suspension or dismissal as provided for in the Personnel Policies and Procedures Manual.

As a second level of appeal, Antonellis shall have right to appeal to the American Arbitration Association. The costs associated with said arbitration shall be split between the parties unless Antonellis shall prevail and then the costs shall be borne by the Town.

Antonellis shall continue to receive her full salary and benefits until any such appeal in accordance with the Personnel Policies and Procedures Manual has been exhausted.

Antonellis shall have the right of appeal from either suspension or dismissal to the Superior Court under the provisions of MGL Chapter 249, sec. 4 on the standard that requires sufficient evidence on the record to justify any discipline action taken by the Town Manager and/or Ayer Board of Selectmen. Antonellis would have equal access to the courts under contract law with regard to any breach of contract. Any such legal action would be at Antonellis' own expense.

F. COMPENSATION

The Position of Assistant Town Manager is classified on the Town's Non-Union Personnel Classification and Compensation Grid as a GRADE 14.

Antonellis shall be paid bi-weekly at the annual salary rate of \$86,632 (Grade 14 Step 3) effective July 1, 2019.

Antonellis shall receive a step increase (from Step 3 to Step 4) on July 1, 2020; (from Step 4 to Step 5) on July 1, 2021 subject to the receiving a satisfactory annual performance review.

In FY' 20, Antonellis will receive an annual sum of \$12,963.08 for staffing the Zoning Board of Appeals, which is subject to the annual COLA.

Antonellis shall receive any COLA's as authorized by Town Meeting for the duration of this contract.

Antonellis shall have the right to request a contract wage reopener, once each fiscal year of the contract for the purposes of discussing/ negotiating wages only. Antonellis must make the request in writing to the Town Manager.

G. HOURS OF WORK

Antonellis agrees to devote that amount of time and energy which is reasonably required to faithfully perform the duties of Assistant Town Manager. It is also recognized that this position

frequently requires evening work and further that carrying out the responsibility of the position requires at times for the Assistant Town Manager to be out of the Town Hall for business purposes.

H. BENEFITS

Vacation – Antonellis shall be granted four (4) weeks (20 days) of vacation leave effective July 1, 2020, with said time being available at the start of each Fiscal Year, with the understanding that she would be eligible for buyback of unused vacation days as allowed under the Personnel Policy & Procedures Manual. Antonellis shall not take more than two (2) weeks consecutively without prior approval of the Town Manager.

Sick Days, Personal Days and Holidays – Antonellis shall be granted sick, personal and holiday leave as per the Personnel Policy & Procedures Manual.

Insurance - Antonellis shall be offered enrollment in the Town of Ayer's health insurance plan. The Town shall pay the same premium for such plan as it does for other town non-union employees. Antonellis shall be offered enrollment in the Town of Ayer's basic life insurance plan. The Town shall pay the same premium for such plan as it does for other non-union town employees. Any additional life insurance offered by the Town may be purchased at Antonellis' expense.

Automobile Allowance - Antonellis shall receive reimbursement at the standard IRS mileage rate to cover all of Antonellis' official duty travel miles in her personal vehicle according to the Town of Ayer's Policy.

Retirement Benefits - Antonellis shall be eligible to participate in the Town's retirement system.

Leave of Absence – Antonellis shall be granted such leave, including but not limited to, Family Medical Leave; Small Necessities Leave; Paternity Leave; jury duty leave; military leave and other leave as required by law.

Longevity - Antonellis shall receive a longevity payment in the amount of \$230 on June 2, 2020 which is her official anniversary date of five (6) years of full-time continuous employment with the Town of Ayer. Antonellis shall receive subsequent, annual longevity payments on her anniversary date of June 2nd in accordance with the Town's Personnel Policies and Procedures Manual.

Other Benefits – Antonellis shall receive all other benefits offered to all non-union, exempt employees in the Town of Ayer.

I. INVALIDITY

If any paragraph, part of, or rider to this contract is found invalid, it shall not affect the remainder of the contract, but said remainder of the contract shall remain in full force and effect.

J. ENTIRE AGREEMENT

This contract embodies the entire agreement between the Town and Antonellis and there are no other inducements, promises, terms and conditions, or obligations made or entered into by either party other than those contained herein. This contract may not be changed except in writing and signed by the parties.

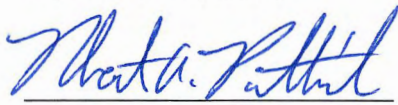
K. PERFORMANCE EVALUATION

The Town Manager shall conduct an annual performance evaluation of Antonellis in accordance with the Town's Performance Evaluation System and the standard Personnel Evaluation Form containing mutually agreed performance measures, goals and objectives. Said personnel evaluations will become part of Antonellis' official Personnel File with the Town.

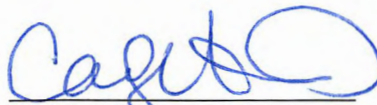
L. APPROPRIATION OF AYER TOWN MEETING

The funding of this Employment Contract is subject to the appropriation of funding by the Ayer Town Meeting.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed contract, in duplicate on September 27, 2019.



Robert A. Pontbriand
Town Manager



Carly M. Antonellis
Assistant Town Manager

Date: Sept. 27, 2019
September 27, 2019

Date: 9/27/19
September 27, 2019

This Contract of Employment was presented, reviewed and ratified by a unanimous vote (2-0) of the Ayer Board of Selectmen on October 1, 2019.