

## **Town of Ayer**

### **Personal Services Contract for the Position of Treasurer/Tax Collector**

Agreement made this June 19, 2018 by and between the Town of Ayer (hereinafter the "TOWN") and Barbara Tierney of Pepperell, MA (the "TREASURER/TAX COLLECTOR").

WHEREAS, the TOWN is desirous of securing the services of the TREASURER/TAX COLLECTOR (hereinafter "TREASURER/TAX COLLECTOR"); and

WHEREAS, the TREASURER/TAX COLLECTOR is willing to perform the duties of the position of TREASURER/TAX COLLECTOR according to the terms and conditions of this contract; shall furnish the Town Manager and/or Board of Selectmen with evidence of professional training accomplishments and maintain such qualifications as may be required by the Commonwealth of Massachusetts, Town Manager and/or Board of Selectmen to hold the position of TREASURER/TAX COLLECTOR.

NOW, THEREFORE, the TOWN and the TREASURER/TAX COLLECTOR hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which said FINANCE MANAGER shall be entitled.

#### **1. DUTIES**

Shall work under the administrative direction of the Town Manager and the policy direction of the Board of Selectmen.

Shall perform work in accordance with applicable Massachusetts General Laws, Town policies, Town By-laws, the official job description for the position and all relevant State, Federal, and local regulations and standards.

Shall be available for meetings before any Board of the TOWN at which the TREASURER/TAX COLLECTOR is required to appear and before the Ayer Town Meeting when necessary.

Shall at all times represent the TOWN in a professional and ethical manner and shall perform additional duties as the Town Manager shall reasonably direct and shall inform the Board of Selectmen through the Town Manager of all activities and/or plans of the department.

The Town Manager shall inform and advise the TREASURER/TAX COLLECTOR of any complaints or suggestions brought to their attention.

#### **2. HOURS OF WORK**

The TREASURER/TAX COLLECTOR agrees to devote that amount of time and energy which is reasonably necessary for the TREASURER/TAX COLLECTOR to faithfully perform the duties of the

TREASURER/TAX COLLECTOR under this contract.

### **3. INSURANCE**

#### *A. Professional Liability*

The TOWN agrees to furnish, and its expense, professional liability insurance for the TREASURER/TAX COLLECTOR with liability limits of One Million (1,000,000.00) Dollars

#### *B. Health and Life Insurance*

The TREASURER/TAX COLLECTOR shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible.

### **4. GENERAL EXPENSES**

The TOWN agrees that if expenses of a non-personal and job-related nature are incurred by the TREASURER/TAX COLLECTOR, after having been pre-approved by the Town Manager, the TOWN will reimburse said expense according to the normal warrant process.

### **5. AUTOMOBILE**

The TREASURER/TAX COLLECTOR may be required to use its own private automobile for official duties as TREASURER/TAX COLLECTOR. In such event, the TREASURER/TAX COLLECTOR shall fill out an official Town of Ayer Mileage Reimbursement Form on a monthly basis. The TOWN shall then reimburse the TREASURER/TAX COLLECTOR at the current rate as set forth by the TOWN.

### **6. DISCIPLINE OR DISCHARGE**

The Town Manager shall suspend and/or dismiss the TREASURER/TAX COLLECTOR under the terms and conditions of this agreement and in accordance with the Massachusetts General Laws. The Town Manager may discipline the TREASURER/TAX COLLECTOR by oral reprimand, written reprimand and/or recommendation for dismissal. The principle of progressive discipline will apply and the TOWN recognizes its obligation to provide the TREASURER/TAX COLLECTOR with an annual performance evaluation.

In the instance of recommendation for dismissal by the Town Manager, the Board of Selectmen shall give the TREASURER/TAX COLLECTOR rights to a hearing in accordance with Massachusetts General Law Chapter 30A, Section 21A. The TOWN may dismiss the TREASURER/TAX COLLECTOR by unanimous vote of the Board of Selectmen after a hearing. Any dismissal shall terminate this agreement. The TREASURER/TAX COLLECTOR shall have the right of appeal to the Superior Court of the Commonwealth of Massachusetts.

The Town may suspend the TREASURER/TAX COLLECTOR with or without benefits only for just cause.

In the event the TREASURER/TAX COLLECTOR desires to terminate this agreement before the end of the term of service shall have expired, the TREASURER/TAX COLLECTOR may do so by giving the Town Manager forty-five (45) calendar days notice of such intention.

## **7. COMPENSATION**

Effective July 30, 2018, the TREASURER/TAX COLLECTOR shall receive annual compensation of \$72,182.16 (Grade 12, Step 4). The compensation for FY 2020 shall be Grade 12, Step 5 subject to the completion of a satisfactory annual performance evaluation. The compensation for FY 2021 shall be Grade 12, Step 6 subject to the completion of a satisfactory annual performance evaluation. Additionally, the TREASURER/TAX COLLECTOR shall receive any annual cost-of-living adjustment (COLA) as approved by Town Meeting during the duration of this contract. The parties agree that such compensation shall be paid on a bi-weekly basis, at the discretion of the Benefits and Payroll Manager.

Either party may request to reopen this section, for compensation only, one time in any fiscal year.

## **8. BENEFITS**

The TOWN agrees that the TREASURER/TAX COLLECTOR shall receive any and all benefits generally available to full time non-union employees under the town's personnel policies and procedures.

### **A. Vacation**

The TREASURER/TAX COLLECTOR shall receive four (4) weeks (20 working days) of vacation leave with pay on July 30, 2018 and on July 1<sup>st</sup> in each subsequent year of the contract. Such vacation shall be taken at such a time or times as shall be approved by the Town Manager. The TREASURER/TAX COLLECTOR shall be allowed to rollover vacation days earned but not taken in an amount not to exceed two times the annual allowance. Unused, accrued vacation at the time of separation of employment is paid out.

### **B. Sick Leave**

The TREASURER/TAX COLLECTOR shall be granted fifteen (15) sick days per fiscal year. The TREASURER/TAX COLLECTOR may be accumulating up to one hundred and twenty (120) sick leave hours per year. Accrued but unused sick days are not compensable at the time of separation from employment.

### **C. Holidays**

The TREASURER/TAX COLLECTOR shall receive such holidays as provided by the Town of Ayer Personnel Policy and Procedures Manual.

### **D. Personal Days**

The TREASURER/TAX COLLECTOR shall receive three (3) personal days off per year. Personal days must be used in each fiscal year of the contract and do not accumulate and are not reimbursable upon separation from employment with the TOWN.

### **E. County Retirement**

The TREASURER/TAX COLLECTOR shall be a member of the Middlesex County Retirement System with the appropriate percentage withheld from its salary and with appropriate payments made to the system by the TOWN, and shall receive the benefits provided by that system in accordance with the applicable law.

*F. Death During Term of Employment*

If the TREASURER/TAX COLLECTOR dies during the term of employment, the TOWN shall pay to the TREASURER/TAX COLLECTOR'S estate all the compensation which would otherwise be payable to the TREASURER/TAX COLLECTOR up to the death date, including, but not limited to, earned but unused vacation and personal days.

*G. Professional Development*

The TOWN recognizes its obligations to the professional development of the TREASURER/TAX COLLECTOR, and agrees that the TREASURER/TAX COLLECTOR shall be given adequate opportunities to develop her skills. The TREASURER/TAX COLLECTOR will be allowed to attend the Annual MCTA School and Summer Conference each year without loss of vacation or other leave, and will be reimbursed by the TOWN for registration and travel expenses incurred while attending or traveling to the aforementioned conferences.

The TOWN also agrees to budget an amount of \$1,300.00 subject to appropriation each year, and pay for travel and subsistence expense of the TREASURER/TAX COLLECTORS for short courses, institutes, and seminars that, in the TREASURER/TAX COLLECTOR's judgement, are necessary for her professional development in the capacity of TREASURER/TAX COLLECTOR and subject to prior approval by the Town Manager.

The TREASURER/TAX COLLECTOR must be bondable and all required bonds and/or sureties must be maintained in good standing and current by the TREASURER/TAX COLLECTOR. The TOWN shall cover the costs for all required bonds and/or surety's.

*H. Educational and Certification Incentive*

The TREASURER/TAX COLLECTOR shall receive an annual educational and certification incentive in the amount of \$2,000. In order to receive this incentive, the TREASURER/TAX COLLECTOR must keep the Certified Massachusetts Municipal Treasurer Certification current and in good standing.

*I. Planned vacation time for Calendar Year 2018*

Since the TREASURER/TAX COLLECTOR will begin official service with the TOWN on July 30, 2018, any previous, planned vacations for calendar year 2018 shall be honored by the TOWN. The TREASURER/TAX COLLECTOR agrees to use her vacation time as provided by the terms of her employment for these planned vacations in Calendar Year 2018.

**9. MODIFICATION**

No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties.

## **10. LAW GOVERNING**

This contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

## **11. SEVERABILITY OF PROVISIONS**

If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of the contract shall not be affected thereby.

## **12. LENGTH OF CONTRACT**

- A. The term of appointment shall be for a period commencing July, 30, 2018 and ending June 30, 2021. However, this contract may be extended as provided by its terms.
- B. This contract shall be formally reviewed prior to its termination, and the TREASURER/TAX COLLECTOR shall be advised of the TOWN's decision to renew or not to renew this agreement sixty (60) days prior to its expiration date.
- C. If the decision is to renew, then either the TREASURER/TAX COLLECTOR or the TOWN may request that the provisions be renegotiated. It is expressly understood and agreed by the parties that a decision not to renew is not to be construed as a dismissal.
- D. Unless either party gives the other written notice of its intention not to renew this agreement at least 60 days prior to its expiration date, that agreement shall be automatically extended for an additional year.

## **13. FUNDING**

The funding of this contract is subject to the appropriation of Ayer Town Meeting.

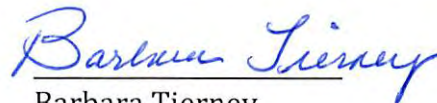
IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

For the Town of Ayer



Robert A. Pontbriand  
Town Manager

For the Treasurer/Tax Collector



Barbara Tierney  
Treasurer/Tax Collector

Cc: Ayer Board of Selectmen  
Finance Director/Town Accountant  
Employee Personnel File