

Contract of Employment Between

The Town of Ayer

And

**Susan E. Copeland
Town Clerk**

July 1, 2020 – June 30, 2023

A. PREAMBLE

THIS AGREEMENT, effective on July 1, 2020 by and between the Town of Ayer, acting by and through their Town Manager, hereinafter referred to as "Town Manager", and Susan E. Copeland of Ayer, Massachusetts, hereinafter referred to as "Copeland".

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

B. EMPLOYMENT

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

C. DUTIES

Copeland shall fulfill all of the duties and responsibilities of the Town Clerk 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. Copeland is an Appointee of the Ayer Board of Selectmen and is under the direct supervision of the Town Manager. Copeland will ensure that the Town Clerk's Office is staffed during the Town Hall hours of normal operation.

D. TERMS

Copeland shall be appointed pursuant to Chapter 79 of the Acts of 2018 for a multi-year contract beginning July 1, 2020 and ending on June 30, 2023. The contract shall be extended for successive three-year periods unless the Selectmen on recommendation of the Town Manager decide 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 Copeland 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, 2023. The parties hereby agree that said negotiations shall commence on or before February 1, 2023 of the final year of the contract.

For all purposes of this contract, a majority vote of the Full Board of Selectmen is considered to be two (2) votes out of three (3) Selectmen.

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 Copeland 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 Selectmen on recommendation of the Town Manager shall have the right to not reappoint Copeland to this position, without cause, on June 30, 2023, as long as the following conditions have been met:

- a. Copeland 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 Selectmen's intention not to reappointment, and the reasons therefore, prior to January 1, 2023. Said notification shall be made via certified mail, return receipt requested, to her residence or may be delivered in hand and;
- b. Copeland 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 Copeland on or before her last day of employment. This severance provision shall be waived if Copeland starts a new job that is economically comparable to the position in Ayer, after said notice of non-renewal but before June 30, 2023 of the final contract year and;
- c. A majority vote of the Selectmen (a 2/3rds majority).

3. Reprimand or Suspension

The Town Manager may reprimand or suspend Copeland 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 Copeland 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 Copeland's request, at which Copeland shall be afforded all rights provided under the Open Meeting Law, and;
- c. A majority vote of the Selectmen (a 2/3rds majority).

4. Dismissal

The Town Manager may dismiss Copeland 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 Copeland 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 Copeland's request, at which Copeland 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, Copeland 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, Copeland shall have right to appeal to the American Arbitration Association. The costs associated with said arbitration shall be split between the parties unless Copeland shall prevail and then the costs shall be borne by the Town.

Copeland 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.

Copeland 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. Copeland would have equal access to the courts under contract law with regard to any breach of contract. Any such legal action would be at Copeland's own expense.

F. COMPENSATION

The position of Town Clerk is classified on the Town's Non-Union Personnel Classification and Compensation Grid as a GRADE 11.

Copeland shall be paid bi-weekly at the annual salary rate **Grade 11, Step 7** effective July 1, 2020.

Copeland shall receive a step increase (**from Step 7 to Step 8**) on July 1, 2021 subject to receiving a satisfactory annual performance review.

Copeland shall receive a step increase (**from Step 8 to Step 9**) on July 1, 2022 subject to receiving a satisfactory annual performance review.

Copeland shall receive any COLAs as authorized by Town Meeting for the duration of this contract

Copeland 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. Copeland must make the request in writing to the Town Manager.

G. HOURS OF WORK

Copeland agrees to devote that amount of time and energy which is reasonably required to faithfully perform the duties of Town Clerk. 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 Town Clerk to be out of the Town Hall for business purposes.

H. BENEFITS

Vacation

Copeland 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 only as allowed under the Personnel Policy & Procedures Manual. Copeland shall not take more than two (2) weeks consecutively without prior approval of the Town Manager.

Sick Days, Personal Days, and Holidays

Copeland shall be granted sick, personal and holiday leave as per the Personnel Policy & Procedures Manual. Upon termination of service, unused sick days have no monetary value.

Insurance

Copeland 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. Copeland 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 Copeland's expense.

Automobile Allowance

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

Retirement Benefits

Copeland shall be eligible to participate in the Town's retirement system.

Leave of Absence

Copeland 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

Copeland shall receive an annual longevity payment on her anniversary date of employment in accordance with the Town's Personnel Policies and Procedures Manual. Copeland shall receive subsequent, annual longevity payments on her anniversary date in accordance with the Town's Personnel Policies and Procedures Manual.

Massachusetts Certified Town Clerk Certification:

Copeland shall receive an annual stipend of \$1,000 upon satisfactorily obtaining the Massachusetts Certified Town Clerk Certification. She shall continue to receive this annual stipend of \$1,000 for maintaining the certification in good standing.

Notary Public and Justice of the Peace:

Copeland shall receive an annual stipend of \$500 for maintaining the designations of Massachusetts Notary Public in good standing and Massachusetts Justice of the Peace in good standing and for offering these services to the Public.

Other Benefits

Copeland 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 Copeland 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 Copeland in accordance with the Town's Performance Evaluation System and the standard Personnel Evaluation Form attached to this contract with mutually agreed performance measures, goals and objectives. Said personnel evaluations will become part of Copeland's 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 this contract, in duplicate, as of March 20, 2020.



Robert A. Pontbriand
Town Manager



Susan E. Copeland
Town Clerk

Date: April 2, 2020
April 2, 2020

Date: April 2, 2020
April 2, 2020

Contract of Employment was presented, reviewed, and approved/ratified by the Ayer Board of Selectmen by a vote of (2-0) on March 17, 2020.