

**EMPLOYMENT AGREEMENT
BETWEEN THE
TOWN OF HOPEDALE
AND
TREASURER/COLLECTOR**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N½ of the Massachusetts General Laws, made and entered into this, 27th day of November, 2023 by and between the Town of Hopedale, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Select Board, hereinafter called "Board", and Thomas Merolli, hereinafter called "Treasurer/Collector", as follows:

WITNESSETH

WHEREAS, the Town desires to employ the services of Thomas Merolli as Treasurer/Collector of the Town of Hopedale;

WHEREAS, the Board, under Section I 08N½ of Chapter 41 of the General Laws, may contract with the Treasurer/Collector for such services;

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

WHEREAS, it is the desire of the Board to obtain the services of the Treasurer/Collector, and to provide inducement for her to remain in such employment; and

WHEREAS, Thomas Merolli, agrees to accept employment as Treasurer/Collector of said Town.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section I: Functions and Duties of the Treasurer/Collector

- A. The Town hereby offers to employ Thomas Merolli as Treasurer/Collector of said Town, and the Treasurer/Collector accepts said offer of employment. As set forth in Massachusetts General Laws Chapters 41, 44 and 60, Treasurer/Collector will, under the general direction of the Town Administrator, have full charge and responsibility for the operation and management of the office of Treasurer/Collector.
- B. The Treasurer/Collector shall perform all of the duties set forth in the attached job description for the Treasurer/Collector, which is incorporated by reference.

Section II: Term

The Agreement shall become effective November 27, 2023 and shall be in full force and effect through June 30, 2026, subject to annual appropriation by Town Meeting.

Section III: Termination and Severance Pay

- A. The Board may terminate the Treasurer/Collector for just cause during the term of the Agreement.
- B. In the event the Treasurer/Collector is terminated by the Town prior to the expiration of the term of this Agreement, the Town shall pay to the Treasurer/Collector a lump sum cash payment equal to two (2) months aggregate salary, which amount shall be paid to the Treasurer/Collector on or before the effective date of termination of their employment; provided, however, that in the event the Treasurer/Collector is terminated for gross misconduct in office, the Town shall have no obligation to pay the aggregate severance sum provided for in this paragraph.
- C. In the event the Treasurer/Collector voluntarily terminates their position with the Town before the expiration of the term of this Agreement, the Treasurer/Collector shall give the Town sixty (60) days written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk.
- D. Subsection B of this Section shall survive any termination of this Agreement.

Section IV: Salary

- A. Subject to annual appropriation by Town Meeting, the Town agrees to pay the Treasurer/Collector for services rendered under this Agreement, an annual base salary of \$80,000, subject to applicable withholdings and deductions, prorated for the portion of the year worked through June 30, 2024, payable in installments at the same time as other employees of the Town are paid.
- B. Subject to annual appropriation by Town Meeting, the Town agrees to pay the Treasurer/Collector for services rendered under this Agreement, an annual base salary of \$82,400 subject to applicable withholdings and deductions effective July I, 2024, and continuing through June 30, 2025, payable in installments at the same time as other employees of the Town are paid.
- C. Subject to annual appropriation by Town Meeting, the Town agrees to pay the Treasurer/Collector for services rendered under this Agreement, an annual base salary of \$84,872 subject to applicable withholdings and deductions effective July I, 2025, and continuing through June 30, 2026, payable in installments at the same time as other employees of the Town are paid.
- D. If the Treasurer/Collector continues in office after the expiration of this Agreement, and there is no successor Agreement, she shall continue to receive the latest salary under this Section and the same benefits under this Agreement, until such time as their salary and benefits shall otherwise be provided for by the Town or they cease to be employed by the Town. This subsection shall

survive the termination of this Agreement.

Section V: Treasurer/Collector Evaluation

- A. The Town Administrator shall review and evaluate the Treasurer/Collector once per contract year from the date of appointment in accordance with the Town policy and practice for evaluation of department heads.
- B. Annually the Town Administrator and Treasurer/Collector shall define the goals and objectives which they determine necessary for the proper operation of the Treasurer/Collector's Office and attainment of the Town's policy objectives and shall further establish a general priority among those various goals and objectives.

Section VI: Hours of Work

The Treasurer/Collector is an exempt employee for the purposes of Fair Labor Standards Act (FLSA) and is expected to perform the hours necessary to carry out their duties and fulfill their responsibilities in the role of Treasurer/Collector. They are expected to be in the Town Hall during open hours, Monday 8am-7pm, Tuesday-Thursday 8am-4 pm and Friday 8am-1 pm. Treasurer/Collector may infrequently be required to work an evening and/or weekend if the need arises.

Section VII: Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, Jury Duty and Disability Insurance

- A. The Town shall provide the Treasurer/Collector with a health insurance policy similar to other Town employees. In accordance with the Town's current Public Employee Commission (PEC) Agreement, the Town shall pay eighty percent (80%) of the premium and the Treasurer/Collector shall pay twenty percent (20%) of the premium.
- B. The Treasurer/Collector shall be granted three (3) weeks paid vacation per contract year. A week shall be defined as five (5) working days. One week of unused vacation days may be carried over from one year to another.
- C. The Treasurer/Collector shall be granted fifteen (15) sick days a year. Unused sick days may accumulate from year to year.
- D. Any unused vacation at the renewal of the Agreement shall carry over and be credited to the Treasurer/Collector if the Agreement is extended.
- E. The Treasurer/Collector shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Washington's Birthday	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	½ day on last working day before Christmas Day
Independence Day	Christmas Day
- F. Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on a Sunday, the following Monday shall be observed as the holiday.

- G. Upon the death of the Treasurer/Collector's spouse or her children, the Treasurer/Collector will be granted five (5) working days without loss of pay. Upon the death of the Treasurer/Collector's mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, the Treasurer/Collector will be granted leave of three (3) days without loss of pay.
- H. The Treasurer/Collector shall be granted three (3) days of paid personal leave each contract year.
- I. In the event that the Treasurer/Collector serves as a juror in a federal court or in the Courts of the Commonwealth, she shall receive from the Town the difference between her salary and the compensation received for such jury services, exclusive of any travel or other allowance; provided, however, they shall receive their full pay for their first three (3) days of service for the Commonwealth of Massachusetts.
- J. Should the Treasurer/Collector attend professional conferences out of state, time spent at such conferences shall not be deducted from her vacation leave and shall be considered professional development leave.

Section VIII: Professional Development

- A. The Town agrees to pay, with prior approval of the Board, for the registration, travel, and subsistence expenses of the Treasurer/Collector for short courses, institutes, seminars that are necessary for her professional development.
- B. The Town shall pay the Treasurer/Collector's registration fee(s), travel, and subsistence expenses to and from the Massachusetts Collectors and Treasurers Association (MCIA) Annual Conferences, the Massachusetts Municipal Association Annual Conference, and other organizations' conferences as required for education and certification.

Section IX: Dues and Subscriptions

- A. The Town agrees to pay, with prior approval of the Board, for the professional dues and subscriptions of the Treasurer/Collector necessary for their membership in the following professional organizations; Massachusetts Treasurers/Collectors Association (MICA), Massachusetts Municipal Human Resources Association (MMHR) and any other professional organizations deemed necessary and desirable for their continued professional participation, growth and advancement and for the good of the Town.

Section X: Expenses

- A. The Treasurer/Collector shall be reimbursed for any expenses incurred in the performance of their duties, or as an official representative of the Town, including attendance by her at civic or social events.
- B. If the Treasurer/Collector leaves the employment of the Town and services as a witness in depositions, trials, or administrative proceedings, for the benefit of and at the request of the Town, they shall be paid for each day of preparation and attendance at the trial on a per diem basis based on their salary at the time of their separation from employment from the Town.
- C. This Section shall survive the termination of this Agreement.

Section XI: Indemnification

- A. To the extent permitted by law, the Town shall defend, hold harmless and indemnify the Treasurer/Collector against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged action or omission occurring in the performance of their duties as Treasurer/Collector, even if said claim has been made following their termination from employment, provided that the Treasurer/Collector acted within the scope of their duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount for any settlement or judgement rendered thereon without recourse to the Treasurer/Collector.
- B. The provisions of this Section shall not apply to disputes between the Treasurer/Collector and the Town regarding the Treasurer/Collector's employment or concerning any of the terms and conditions of this Agreement.
- C. The Town shall have the discretion to determine whether or not to assign counsel or reimburse the Treasurer/Collector for attorney's fees and costs in connection with such claims and suits.
- D. This section shall survive the termination of this Agreement.

Section XII: Bonding

The Town shall bear the full cost of any fidelity or other bonds required of the Treasurer/Collector.

Section XIII: Non-Renewal of Agreement

- A. If the Board decides that it does not wish to renew this Agreement at its expiration, the Board shall give the Treasurer/Collector written notice of its intent not to renew this agreement at least (6) six months in advance of the expiration of this Agreement. If the Board fails to give such written notice, this Agreement and its terms and conditions shall be extended for an additional (6) month period.
- B. If the Board does not give notice of non-renewal, and the parties fail to negotiate a successor contract by the scheduled termination date of this Agreement, this Agreement and its terms and conditions shall be extended for an additional (6) month period.

Section XIV: Other Terms and Conditions of Employment

- A. All provisions of the Laws of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Treasurer/Collector as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Treasurer/Collector, except as otherwise provided by this Agreement.
- B. This Agreement shall prevail over any conflicting personnel provisions of the Town Bylaws or Rules and Regulations.
- C. All compensation and benefits provided under this Agreement shall be contingent upon annual appropriation by Town Meeting.

Section XV: No Reduction in Benefits

The Town shall not at any time during the term of this Agreement reduce salary, compensation, or other benefits of the Treasurer/Collector, except to the degree such a reduction is across the board for all other employees of the Town.

Section XVI: Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows;

1. TOWN: Chair of Select Board
2. TREASURER/COLLECTOR: Thomas Merolli

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as the date of personal service or as of the date of deposit of such written notice during transmission in the United States Postal Service.

Section XVII General Provisions


- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors for the Treasurer/Collector.
- C. If any provision, or any portion thereof: contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remaining of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

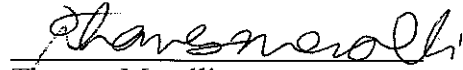
IN WITNESS WHEREOF, the Town of Hopedale, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Select Board and duly attested by its Town Clerk, and the Treasurer/Collector has signed and executed this Agreement, both in duplicate.

IN WITNESS WHEREOF, the Town of Hopedale, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Select Board and duly attested by its Town Clerk, and the Treasurer/Collector has signed and executed this Agreement, both in duplicate.

TOWN OF HOPEDALE
Acting by and through its Select Board

TREASURER/COLLECTOR

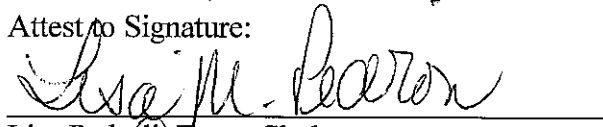

Glenda Hazard, Select Board Chair


Thomas Merolli

Date: 12/11/23

Date: 11/30/23

Attest to Signature:


Lisa Pedroni, Town Clerk

Date: December 12, 2023