



**TOWN OF UXBRIDGE
BOARD OF SELECTMEN EXECUTIVE SESSION MEETING MINUTES
BOARD OF SELECTMEN ROOM
21 SOUTH MAIN ST, UXBRIDGE, MA
MONDAY, DECEMBER 18, 2017 – 8:00AM**

Present: Chair / Clerk Justin Piccirillo, Vice-Chair Jeffrey Shaw, Selectmen James Hogan, Jennifer Modica and Peter Baghdasarian. Also present: Candidate for Town-Manager, Angeline Lopes Ellison.

II. EXECUTIVE SESSION

1. Conduct contract negotiations with prospective nonunion personnel, or take any actions related thereto

Candidate for Town Manager, Angeline Lopes Ellison was provided conditional appointment as Uxbridge Town Manager at BOS meeting of 12/12/17.

The Chairman provided a draft contract to Mrs. Ellison by email on 12/16/17 following Counsel Review. This draft is provided as Attachment 1.

Ms. Ellison responded with an amended version by email to the Chairman on 12/17/17. This draft is provided as Attachment 2.

The Board of Selectmen reviewed both draft versions and discussion was provided. The Board moved forward with negotiations based on Ms. Ellison's amended copy.

Mr. Baghdasarian offered commentary that the contract term need be consistent with the Town Charter. Mr. Piccirillo offered that an appointment duration and contract duration might be considered differently, but that counsel would review the term relative to the definitions in the Charter.

Some debate was held relative to start date for Ms. Ellison. Ms. Ellison agreed to begin on February 5th, with 2-4 days during the month of January being used to facilitate with transition from Interim Town Manager David Colton.

Further discussion was held relative to salary.

MOTION: Mrs. Modica moved to amend the salary description in SECTION II to include the following: Annual base salary, starting at \$115,000, after 90 days increases to \$117,000, and at years 2 and 3 having 2.5% increase based on satisfactory annual review. Seconded by Mr. Hogan.

**The motion carried by roll call vote of 3-1-1: Shaw – YES, Hogan -YES, Modica – YES,
Piccirillo – NO, Baghdasarian – ABSTAIN.**

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On Section IV, discussion was held regarding typical severance conditions for Town Managers.

MOTION: Mrs. Modica moved to amend the terms of severance for involuntary separation to include 6-months lump sum compensation. Seconded by Mr. Hogan.

The motion carried by roll call vote of 3-1-1: Hogan – YES, Shaw – YES, Modica – YES, Baghdasarian – NO, Piccirillo – ABSTAIN.

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MOTION: Mr. Hogan moved that the verbiage of SECTION VII, Subsection K be amended to permit carry-over of up to 2 weeks of paid leave per year, with accrual of up to 100 days of sick leave. Mrs. Modica seconded.

The motion carried by roll call vote of 4-1-0: Shaw – YES, Hogan – YES, Modica – YES, Baghdasarian – NO, Piccirillo – YES.

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MOTION: Mr. Hogan moved to keep the verbiage of SECTION IV, Subsection B, Paragraph III. Mr. Shaw seconded.

The motion carried by roll call vote of 3-2-0: Shaw – YES, Hogan -YES, Modica – YES, Baghdasarian – NO, Piccirillo – NO.

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MOTION: Mr. Hogan moved that the verbiage of SECTION VIII be modified that the Town Manager shall be provided retirement benefits offered to other Town employees. Mr. Shaw seconded.

The motion carried by roll call vote of 4-1-0: Shaw – YES, Hogan -YES, Modica – YES, Baghdasarian – NO, Piccirillo – YES.


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MOTION: Mr. Piccirillo asked for a motion to accept the Employment Agreement with Angeline Lopes Ellison as Town Manager, as amended, conditional upon background check and legal review by counsel; and that the Board of Selectmen Chairman may provide signatory on the Board's behalf. Mr. Hogan so moved. Seconded by Mr. Shaw.


**The motion carried by roll call vote of 4-1-0: Shaw – YES, Hogan -YES, Modica – YES,
Baghdasarian – NO, Piccirillo – YES.**

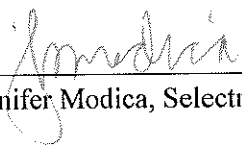
**Mr. Hogan moved to return to open session. Mr. Shaw seconded. Motion carried by roll call vote:
Baghdasarian – YES; Hogan – YES; Modica – YES; Shaw – YES; Piccirillo – YES**

The Board returned reconvened in open session.

Minutes approved by the Board of Selectmen:


Justin Piccirillo, Chair & Clerk


Jeffrey Shaw, Vice-Chair


Jennifer Modica, Selectman

Peter Baghdasarian, Selectman

James Hogan, Selectman

Date 2/12/18

Attachment 1



TOWN of UXBRIDGE
21 South Main Street
Uxbridge, MA 01569

TOWN MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered this _____ day of _____, 20____ by and between the Town of Uxbridge, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Board of Selectmen, hereinafter called the "Board," and Angeline Lopes Ellison, hereafter the "Town Manager," as follows:

The Town hereby employs Angeline Lopes Ellison as Town Manager of the Town of Uxbridge as an employee at will for an indefinite term. The Board of Selectmen by the affirmative vote of three of its members may terminate and remove, or suspend the Town Manager in the manner specified by ARTICLE 4, SECTION 5 of the Uxbridge Home Rule Charter.

SECTION I. Powers, Duties and Responsibilities of the Town Manager

The Town Manager shall be the Chief Administrative Officer of the Town and shall be responsible for the efficient, effective, and economical operation of all governmental agencies and personnel under the control and supervision of the Town Manager and in accordance with applicable provisions of general and special law, the Charter and Bylaws of the Town of Uxbridge.

SECTION II. Salary

The Town agrees to pay the Town Manager an annual salary of _____,

dollars (\$ _____,00), effective the date of this agreement; said salary to be subject to applicable withholdings and deductions and payable in installments in the same manner as other employees of the Town are paid.

Salary changes, if any, beyond this date shall be determined by the Board of Selectmen for budgetary purposes, and be included on the following fiscal year's budget by the calendar date of January 15th. Upon completion of the Town Manager's review, the Board of Selectmen will vote to make effective said budgeted change, or any partial amount thereof, effective July 1st.

SECTION III. Performance Evaluation

Within ninety (90) days of commencement of this Agreement, and from that date thereafter no less than annually, the Board shall review the performance of the Town Manager (typically in April) subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Town Manager and the Board.

The Chairman of the Board of Selectmen shall request from the Board the individual findings of the Board members and therefrom construct a summary written statement evaluating the performance for the Town Manager. In the absence of a timely response, the Chairman shall provide such a statement directly to the Town Manager on the Board's behalf. Subsequently, the Town Manager shall be provided an adequate opportunity to discuss the evaluation with the Board.

SECTION IV. Paid Holidays, Vacation Time, Sick and Bereavement Leave

The Town Manager shall be entitled to the following paid holidays:

New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.

The Town Manager may work one-half (1/2) day on the day before Thanksgiving and Christmas Days and be paid for the whole day only if these days fall on a work day which they are scheduled to work.

The Town Manager shall be entitled to _____ () weeks of vacation per year. Up to _____ () weeks of vacation time may be carried over into a subsequent fiscal year of employment.

The Town Manager shall be granted one and one-quarter (1-1/4) paid sick leave days per month.

Sick days shall be credited on the first day of each month. The Town Manager will be notified each July 1 - July 15 and each January 1 - January 15 of their accumulated sick and vacation leave. The Town Manager will then have thirty (30) days to challenge the accuracy of the notice.

There shall be a limit of the amount of sick leave the Town Manager is able to accrue of one hundred (100) days.

Workers' Compensation may be supplemented with sick leave to equal the employee's weekly pay.

The Town Manager shall be allowed the option of using sick leave to care for an immediate family member or a family member who resides in his/her household. In the event of hospitalization of an immediate family member, where the family member is on the danger list or in critical condition, the employee shall be allowed to use sick leave to be in attendance with that family member.

The Town Manager, shall be able to use sick leave and vacation leave for maternity or paternity leave. They shall also be paid for any holiday(s) that may occur during this paid leave.

In the event of a death of an immediate family member or a spouse, the Town Manager shall be entitled paid bereavement leave as follows:

- Five (5) days for a spouse, mother, father, sons, daughters
- Three (3) days for brothers, sister, grandparents, step-parents, step-sons, step-daughters
- One (1) day for an aunt or uncle

SECTION V. Insurance Coverage

Under the jurisdiction of this Agreement, the Town Manager shall be covered by the Town's contributory Group Health and Life Insurance plans. It is agreed that the Town will grant to the Town Manager covered by this Agreement any, and all improvements in insurance benefits offered to other Town employees.

The Town contribution rate for group health insurance shall be seventy percent (70%) and the Town Manager's contribution shall be thirty percent (30%). The Town Manager's contribution shall be deducted in equal amounts from each paycheck. The Town Manager shall be entitled to receive either individual or family coverage.

The Town Manager shall be responsible for the office and the Emergency Room co-pays as required by the insurance carrier. The town agrees that all inpatient deductibles not covered by the insurance carrier shall be the responsibility of the Town.

SECTION VI. Expenses

- A. Mileage. The Town shall reimburse the Town Manager at the IRS standard mileage rate for any business use of their personal vehicle outside of their regular commute. For purposes of this section, use of the car is defined as travel to locations within a 100-mile radius of the Town of Uxbridge.
- B. Travel and Subsistence. The Town agrees to pay for travel and subsistence expenses of Town Manager, for professional and official travel, meetings, and occasions to

adequately continue the professional development and to pursue necessary official functions for Town, as determined by the Town during the annual budgeting process. The Town also agrees to budget for and to pay for travel and subsistence expenses of the Town Manager for short courses, institutes, and seminars that are necessary for the Town Manager's professional development and for the good of the Town.

- C. Dues and Subscriptions. Town agrees to pay for professional dues and subscriptions of the Town Manager necessary for continuation and full participation national, regional, state, and local associations, and organizations necessary and desirable for the Town Manager's continued professional participation, growth, and advancement, and for the good of the Town. Such dues and subscriptions shall be included on that fiscal year's budget.
- D. General Expenses. The Town recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The Treasurer is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.
- E. Technology. The Town shall reimburse the Town Manager for cellular phone service at a rate of up to \$ _____/month, allowing the Town Manager to perform the job and to maintain communication.

SECTION VII. Hours of Work

The Town Manager shall devote full time and attention to the business of the Town and shall not hold any other public office, elective or appointive, nor be actively engaged in any other business or occupation during such service, unless such action or engagement is approved in advance and in writing by the Board; requests for such approval shall be resubmitted to the Board each time its composition changes.

It is recognized that the Town Manager must devote a great deal of time outside normal office hours to the business of the Town and to that end, the Town Manager will be allowed to take reasonable compensatory time off, provided that the business of the Town is not adversely affected by taking such time, however, such time shall not be hour-for-hour.

It is acknowledged that the position of Town Manager is executive in nature, as that term is defined in the Fair Labor Standards Act, its rules and regulations. Accordingly, the Employee shall not be entitled to paid overtime and additional compensation for additional time spent performing the duties and responsibilities established hereunder. It is further understood that Employee's work hours, with proper notification to the Board, may be flexible in recognition of the additional time he/she may spend beyond the normal work day in the conduct of the Town's business.

SECTION VIII. Termination, Renegotiation, or Retirement

This Agreement shall remain in effect, unless the Board terminates the appointment of the Town Manager in accordance with the Town Charter or another agreement is negotiated. Written notice of intent to renegotiate any portion of this agreement by either the Board or the Town Manager must be given at least two (2) months prior to the end of the fiscal year.

- A. In the event the Town Manager is terminated by the Board for a reason other than breach of a provision of this Agreement or violation of a provision of Massachusetts General Laws, the Town Charter or Bylaws, and the Town Manager would otherwise be willing and able to perform the duties and responsibilities of this position, the Town agrees to pay the Town Manager a lump sum cash severance payment equal to one (1) month annual salary. Insurance benefits provided to the Town Manager following the date of termination shall be otherwise prescribed by law.
- B. In the event of a voluntary resignation, the Town Manager shall not be entitled to any severance pay under this Agreement. Notwithstanding any other provision of this Agreement, the Town Manager shall be entitled to compensation for any unused, accumulated vacation leave, and must reimburse the town for any leave taken but not yet accumulated.
- C. In the event of retirement, the Town Manager shall not be entitled to any severance pay under this Agreement. Notwithstanding any other provision of this Agreement, the Town Manager shall be entitled to compensation for any unused, accumulated vacation and sick leave, and must reimburse the town for any leave taken but not yet accumulated. The Town agrees to allow the Town Manager and his/her family to continue insurance coverage with the Town at the contribution rate agreed under Section V, Insurance Coverage, of this agreement.
- D. In the event the Town Manager is terminated because of any illegal act or omission in relation to the performance of, or ability to perform, the duties of Town Manager, the Town shall have no obligation to pay any compensation under this section or otherwise, other than that due and payable for time actually-worked prior to such termination.
- E. This Section shall survive any termination of the Agreement.

SECTION IX. Indemnification

To the extent allowed under Massachusetts General Law, Chapter 258, the Town shall defend, save harmless, and indemnify the Town Manager from and against any tort, professional

liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or relating to the performance of his duties as Town Manager, even if said claim has been made following termination of employment, provided that said act or omission of the Town Manager occurred within the scope of his duties. The Town shall pay the cost of any settlement or judgment rendered thereon in accordance with applicable provisions of law. The Town reserves the right to compromise or settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Manager.

The Town shall extend the services of the Town's attorney to the Town Manager in connection with such claims or suits involving the Town Manager in his professional capacity, excluding any claim or suit brought by or on behalf of the Town.

This section shall survive the termination of this Agreement.

SECTION X. 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:

Town:
Chairman of the Board of Selectmen, and Town Clerk
Uxbridge Town Hall
21 South Main Street
Uxbridge, MA 01569

Town Manager:
Angeline Lopes Ellison



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

SECTION XI. Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employer under any law or ordinance.

SECTION XII. 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 of the Town Manager.
- C. If any provision, or any portion thereof, contained in this Agreement is determined by a court of competent jurisdiction to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. For the purposes of the Fair Labor Standards Act, the Town Manager shall be an "exempt employee."
- E. The Agreement shall prevail over any conflicting personnel provisions of the Town's Bylaws or Rules and Regulations.
- F. The Town Charter shall prevail over any conflicting personnel provisions of this Agreement.

IN WITNESS WHEREOF, the Town of Uxbridge Massachusetts has caused this Agreement to be signed and executed on its behalf by the Chairman of the Board of Selectmen, duly authorized by a vote of said Board, and attested by its Town Clerk; and the Town Manager being fully knowledgeable of the terms set forth herein, has executed the same, as a sealed instrument on the dates referenced herein.

TOWN MANAGER

Angeline Lopes Ellison

Date

TOWN OF UXBRIDGE

Chairman, Uxbridge Board of Selectmen

Date

Attachment 2



**EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF UXBRIDGE, MASSACHUSETTS
AND
ANGELINE L. ELLISON, TOWN MANAGER**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 18th day of December, 2017, by and between the Town of Uxbridge, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Board of Selectmen, hereinafter called "Board" and Angeline L. Ellison, hereinafter called "Town Manager", as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of Angeline L. Ellison as Town Manager of the Town of Uxbridge;

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

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

WHEREAS, it is the desire of the Board to obtain the services of the Town Manager, and to provide inducement for him or her to remain in such employment; and

WHEREAS, Angeline L. Ellison, agrees to accept employment as Town Manager 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 Town Manager.

The Town hereby offers to employ Angeline L. Ellison, as Town Manager of said Town, and the Town Manager accepts said offer. The Town Manager shall be the Chief Administrative Officer of the Town. The Town Manager shall perform the duties specified in Article 4 of the Town Charter and such other duties as the Board shall from time to time legally assign to her.

Section II, Term

This Agreement shall become effective February 19, 2018, and shall be in full force and effect until February 18, 2021. The Agreement shall be for a term of 3 years, subject to Section XIV, and shall be binding on the Town in each year of its duration.

Section III. Salary.

- A. The Town agrees to pay the Town Manager for services rendered under this Agreement, an annual base salary of _____, subject to applicable withholdings and deductions, effective February 19, 2018, and continuing through February 18, 2021, payable in installments at the same time as other employees of the Town are paid.
- B. The Town agrees to pay the Town Manager for services rendered under this Agreement, an annual increase based on the annual review and added to the base salary at the time
- C. If the Town Manager 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 until such time as her salary shall be otherwise provided for by the Town.

Section IV. Suspension, Termination, Resignation and Severance Pay.

- A. *Suspension:* The Board may suspend, with pay, the Town Manager at any time under this Agreement. A disciplinary hearing will be held in Executive Session prior to the issuance of any disciplinary action, unless the Town Manager requests that such hearing be held in Open Session.
- B. *Termination and Severance Pay:* The Board may terminate the Town Manager with or without just cause and in accordance with the procedures set forth in the Town Charter, Article 4, Section 5 during the term of this Agreement.

In the event of such involuntary termination, prior to the expiration of the term of this Agreement, the Town shall pay the Town Manager a lump sum cash payment equal to twelve months aggregate salary, less applicable taxes and deductions, together with payment for unused, accrued paid leave and sick leave benefits and health insurance premiums under COBRA for six months at the same percentage as during employment, which amount shall be paid to the Town Manager on or before the effective date of termination of her employment.

In the event the Town Manager is terminated for just cause, the Town shall only be obligated to pay the Town Manager for unused, accrued paid leave and sick leave benefits upon her termination, which amount shall be paid to the Town Manager on or before the effective date of termination of her employment. Just cause shall be defined as the Town Manager's commission of a crime, violation of M.G.L. c. 268A, §§ 1, et seq., embezzlement, fraud, conduct involving moral turpitude, or willful or reckless failure to perform his duties as Town Manager

- C. *Resignation:* In the event the Town Manager voluntarily resigns her position with the Town before the expiration of the term of this Agreement, the Town Manager shall give the Town one month's written notice in advance, unless the parties agree otherwise.

Notwithstanding any other provision of this Agreement, the Town Manager shall be entitled to compensation for any unused, accumulated paid leave and sick leave days, and must reimburse the town for any leave taken but not yet accumulated. A copy of the resignation shall be filed with the Town Clerk.

- D. In the event of retirement, the Town Manager shall not be entitled to any severance pay under this Agreement. Notwithstanding any other provision of this Agreement, the Town Manager shall be entitled to compensation for any unused, accumulated paid leave and sick leave days, and must reimburse the town for any leave taken but not yet accumulated. The Town agrees to allow the Town Manager and her family to continue insurance coverage with the Town at the contribution rate agreed under Section VII, Insurance Coverage, of this agreement.

Provisions of this Section shall survive any termination of this Agreement

Section V, Town Manager Evaluation.

- A. Within ninety days of commencement of this Agreement, the Board shall review the performance of the Town Manager.
- B. The Board shall review and evaluate the Town Manager every year within 30 days before or after the date of appointment. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Manager. Further, the Chairman of the Board shall provide the Town Manager with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Town Manager to discuss her evaluation with the Board. The summary evaluation shall be part of the Town Manager's personnel file, subject to Section 23(e) of chapter 30A of the Massachusetts General Laws. The Town Manager may request and shall be provided a copy of the individual findings of each Board member.
- C. Annually the Board and the Town Manager shall define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

Section VI, Hours of Work.

- A. The Town Manager will devote full time and attention to the business of the Town and will not engage in any other business in the Town, including elective or appointive, during office hours, except with the approval of the Board.

- B. It is recognized that the Town Manager must devote a great deal of time outside the normal office hours to the business of the Town, and to that end the Town Manager will be allowed to take reasonable compensatory time off as she shall deem appropriate during said normal office hours.
- C. It is acknowledged that the position of Town Manager is executive in nature, as that term is defined in the Fair Labor Standards Act, its rules and regulations. Accordingly, the Town Manager shall not be entitled to paid overtime and additional compensation for additional time spent performing the duties and responsibilities established hereunder.

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

- A. *Paid Leave:* As used herein, "paid leave" shall include vacation days and personal days. The Town Manager shall earn two and a quarter days of paid leave per month during each contract year while this Agreement is in effect, up to a total twenty seven such days for each contract year. Such days may be used during the contract year in advance of being earned. The Town Manager agrees to notify the Board prior to using such days.
- B. *Sick Leave:* The Town Manager shall be granted one and a quarter sick leave day per month. Unused sick days may be accumulated from year to year. Upon the execution of this Agreement, the Town Manager shall be credited by the Town with fifteen days of sick leave in her sick leave account.
- C. Workers' Compensation may be supplemented with sick leave to equal the employee's weekly pay, if necessary.
- D. *Insurance:* The Town shall provide the Town Manager a health insurance policy covered by the Town contributory Group Health and Life Insurance plans. The Town will grant to the Town Manager covered by this Agreement any, and all improvements in insurance benefits offered to other Town employees.
- E. The Town contribution rate for group health insurance shall be seventy percent (70%) and the Town Manager's contribution shall be thirty percent (30%). The Town Manager's contribution shall be deducted in equal amounts from each paycheck. The Town Manager shall be entitled to receive either individual or family coverage.
- F. The Town Manager shall be responsible for the office and the Emergency Room co-pays as required by the insurance carrier. The Town agrees that all inpatient deductibles not covered by the insurance carrier shall be the responsibility of the Town.
- G. *Holidays:* The Town Manager shall receive the following holidays:

New Year's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving

Labor Day	President's Day
Columbus Day	Patriot's Day
Christmas Day	Martin Luther King Day
Day before Christmas	Good Friday

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday, whenever any of the holidays listed above falls on Sunday, the following Monday shall be observed as the holiday.

- H. *Bereavement Leave:* Upon the death of the Town Manager's spouse, children, parents, or in-laws, the Town Manager will be granted leave of five working days without loss of pay. Upon the death of the Town Manager's sister, brother, said in-laws, grandparents, grandchildren, the Town Manager will be granted leave of three working days without loss of pay.
- I. *Jury duty:* In the event that the Town Manager serves as a juror in a federal court or in the Courts of the Commonwealth, he shall receive from the Town the difference between her salary and the compensation he received for such jury services, exclusive of any travel or other allowance; provided, however, he or she shall receive her full pay for her first three days of service for the Commonwealth of Massachusetts.
- J. The Town shall provide to the Town Manager the same disability and life insurance policies as it does to other non-union Town employees. The Town Manager shall be reimbursed monthly by the Town for her disability insurance premiums
- K. Any unused accrued paid leave or sick leave remaining at the end of each year of this Agreement shall carry over and be credited to the Town Manager and into the extended contracted Agreement.
- L. Upon termination of this Agreement for any reason, the Town Manager shall be paid in one lump sum for the unused paid leave and sick leave days accrued.

Section VIII, Deferred Compensation.

The Town shall contribute to the Town Manager's deferred compensation plan, payments above and beyond the base salary as defined in Section III, in accordance with MGL c. 44, §67, in the amounts of seventy thousand, five hundred dollars prior to June 30th of each contract year.

During the term of this Agreement, in the event the State changes the Retirement Laws so that deferred compensation does not count towards retirement income, the respective annual amount will be added to the Town Manager's annual compensation.

Section IX, Professional Development.

- A. The Town agrees to pay for the registration, travel and subsistence expenses of the Town Manager for courses, institutes and seminars, including accreditation programs, that are necessary for her professional development and that are good for the Town
- B. The Town shall pay the Town Manager's registration fees(s), travel and subsistence expenses to and from the I.C.M.A. Annual Conference, Massachusetts Municipal Association Annual January Conference, and the Massachusetts Municipal Managers' Association Annual Spring Conference.
- C. Should the Town Manager attend the International City Managers Association (ICMA), Annual Conference or other professional conferences, time spent at such conferences shall not be deducted from his vacation leave and shall be considered as professional development leave.

Section X, Dues and Subscriptions.

The Town shall pay for professional dues and subscriptions of the Town Manager necessary for continuation and full participation national, regional, state, and local associations, and organizations necessary and desirable for the Town Manager's continued professional participation, growth, and advancement, and that are good for the Town. Such dues and subscriptions shall be included in the following professional organizations: International City Management Association (I.C.M.A.); American Society for Public Administration (A.S.P.A.); Massachusetts Municipal Managers' Association; and any other professional organizations deemed necessary and desirable.

Section XI, Expenses.

The Town recognizes that certain expenses of a non-personal but job-related nature are incurred by the Town Manager, and agrees to reimburse or pay said expenses. The Treasurer is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

- A. The Town Manager shall be reimbursed for any expenses incurred in the performance of her duties or as an official representative of the Town, including attendance by her at civic or social events. These expenses do not include, those incurred in Section XI, A.
- B. The Town Manager duties require that she be on duty and available 24 hours a day, thus the Town shall reimburse the Town Manager for her expenses associated with the use of the Town Manager's personal vehicle and personal technology devices in the form of a monthly stipend in the amount of \$500.00 per month, less applicable taxes. This reimbursement shall be in place of vehicle mileage, maintenance, and a Town cell phone and service connection..

- C. If the Town Manager leaves the employment of the Town and serves as a witness, he or she shall be paid for each day of preparation and attendance at the trial on a per diem basis based on her salary at the time of her separation from employment from the Town.

Section XII, Indemnification.

The Town shall indemnify and hold harmless the Town Manager from personal financial loss and expense, in accordance with the limitations, restrictions and conditions set forth in G.L. c.258, section 9 and M.G.L., c. 258, section 13.

The Town shall defend, save harmless and indemnify the Town Manager against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as Town Manager, even if said claim has been made following her termination from employment, provided that the Town Manager acted within the scope of her 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 of any settlement or judgment rendered thereon without recourse to the Town Manager.

The Town shall extend the services of the Town's attorney to the Town Manager in connection with such claims or suits involving the Town Manager in her professional capacity, excluding any claim or suit brought by or on behalf of the Town.

The Town shall reimburse the Town Manager for any attorneys' fees and costs incurred by the Town Manager in connection with such claims or suits involving the Town Manager in her professional capacity. This indemnification shall also apply to the Town Manager after she leaves the employment of the Town.

This section shall survive the termination of this Agreement.

Section XIII, Bonding.

The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager.

Section XIV, Non-Renewal of Agreement.

- A. If the Board decides not to renew this Agreement at its termination, the Board shall give the Town Manager written notice at least one year in advance of its intent not to renew this Agreement. If the Board fails to give such written notice, this Agreement and its terms and conditions shall be extended for an additional one year period.
- B. If 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 one year period.

Section XV, Other Terms and Conditions of Employment.

- A. All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Manager as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Town Manager, except as otherwise provided in this Agreement.
- B. All other general provisions of the Town's Charter, By-Laws or Policy relating to fringe benefits shall also apply to the Town Manager as they apply to other employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Town Manager, except as otherwise provided in this Agreement.
- C. This Agreement shall prevail over any conflicting personnel provisions of the Town By-Laws or Rules and Regulations.

Section XVI, No Reduction in Benefits.

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

Section XVII, 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:

Town: Chairman of the Board of Selectmen, and Town Clerk
Uxbridge Town Hall
21 South Main Street
Uxbridge, MA 01569

Town Manager: Angelina L. Ellison



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

Section XVIII, 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 of the Town Manager.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. For the purposes of the Fair Labor Standards Act, the Town Manager shall be an "exempt employee."
- E. The Agreement shall prevail over any conflicting personnel provisions of the Town's Bylaws or Rules and Regulations.

IN WITNESS WHEREOF, the Town of Uxbridge Massachusetts has caused this Agreement to be signed and executed on its behalf by the Chairman of the Board of Selectmen, duly authorized by a vote of said Board, and attested by its Town Clerk; and the Town Manager being fully knowledgeable of the terms set forth herein, has executed the same, as a sealed instrument on the dates referenced herein

TOWN OF UXBRIDGE
Acting by and through
its Board of Selectmen

TOWN MANAGER

Justin Piccirillo
Chairman, Board of Selectmen

Angeline L. Ellison

DATE: _____

DATE: _____

Attest to Signature:

Town Clerk

DATE: _____