

**EMPLOYMENT AGREEMENT
FOR THE TOWN OF ACUSHNET
TOWN ACCOUNTANT**

This Agreement, made and entered into on this 9th day of June, 2020, between the Board of Selectmen and Town Administrator of the Town of Acushnet Massachusetts, acting in its official capacity only and without personal liability or recourse to its individual members, (hereinafter called the "Town") and Melissa Forgue (the "Employee" or "Town Accountant") hereby agree as follows.

WITNESSETH:

WHEREAS, the Town desires to appoint and employ the services of said Melissa Forgue, in the position of TOWN ACCOUNTANT of the Town of Acushnet, pursuant to and as provided by M.G.L. c.41, § 55-61; and

WHEREAS, the Town desires to establish certain terms and conditions of employment and provide certain benefits, for said Employee; and

WHEREAS, the Employee represents that she is qualified and capable of performing the duties and responsibilities of said position, as set forth herein; and

WHEREAS, Employee desires to accept the Town's offer of full time employment as Town Accountant and will use her best efforts, skills, abilities and training to carry out the duties and responsibilities of said position;

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

Section 1. Duties

The Town hereby agrees to employ the Employee as Town Accountant of said Town to perform the functions and related duties of said position, as specified in the Acushnet Town Charter, by applicable Bylaws, applicable Rules and Regulations, votes of the Board of Selectmen, General or Special Laws, all of which as may be amended, rescinded and supplemented from time to time, and to perform such other legally permissible and proper duties and functions as the Town Administrator shall, from time to time, assign and/or are normally within the scope of duties and responsibilities performed by the person holding the position of Town Accountant in Towns of the Commonwealth of Massachusetts.

Section 2. Term

A. The term of this agreement shall commence on June 15, 2020. The terms and conditions of this Agreement shall then remain in force and effect through June 30, 2023.




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- B. Nothing in this agreement shall prevent, limit or otherwise restrict the right of the Town Administrator or Board of Selectmen to suspend and/or terminate the services of Employee at any time, with just cause, subject only to the provisions set forth in section 3, paragraphs A and B, of this Agreement and any other applicable provisions of law.

Section 3. Suspension, Termination and Severance Benefits

- A. The Town may suspend or terminate the Employee for just-cause in accordance with the terms of this agreement and applicable provisions of the Town of Acushnet Charter, and/or General Bylaws. The Town and Employee acknowledge that the Employee will need to complete a six (6) month trial period of employment with the Town during which time the Employee may be terminated for any reason at the discretion of the Board of Selectmen subject to the provisions of Paragraph B below including the requirement for a "lump sum cash payment" defined herein.
- B. In the event of termination of the Employee's employment (other than for Just Cause or gross misconduct) prior to the expiration of this contract, the Employee shall be paid a lump sum severance equivalent to the value of all accumulated vacation in full and final satisfaction of said accumulated leave benefits, provided that a full legal release of claims against the Town, its officials, and its agents is executed by the Employee.
- C. In the event the Employee voluntarily resigns her position with the Town before expiration of the aforesaid term of employment, then the Employee shall provide the Town thirty (30) days written advance notice, unless the parties otherwise agree. The Employee shall receive a lump sum cash payment in satisfaction of all accumulated but unused vacation time.
- D. The acceptance of the Employee of the vacation buy-back provisions herein shall constitute a complete, unconditional and full release of any other rights, claims, demands or causes of action, whether in law, equity or otherwise, which relating to, or arising out of, acts or actions relating to the Employee undertaken in the performance of their duties.

Section 4. Salary

The salary and other financial benefits provided for in this Agreement and obligations of the parties to perform hereunder are subject to and contingent upon appropriation through the budget process and Town meeting appropriation and approval, except for vacation buy back, and which shall, to the fullest extent permitted by law, be an obligation of the Town under this contract.

Subject to the terms and conditions of this Agreement, and while the Employee is engaged as and performing the duties of Town Accountant and the Employer agrees to pay the Employee for her services rendered pursuant hereto an annual salary.



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For fiscal years 2020 and 2021, the salary shall be \$75,000 (prorated in FY20 to accommodate her start date). Salary increases after fiscal year 2021 shall be equal to salary increases granted to all employees of Department Head status.

All salary payments shall be made payable in installments at the same time and in the same manner as salary payments made to other employees of the Town.

Section 5. Hours of Work

Due to the unique nature of this employment, it is expressly understood and agreed that in order to properly perform the job, the Employee may have to devote additional time beyond that typically constituting a normal work day, and the Employee agrees to devote such time to her position as is required. It is acknowledged that the position of the Town Accountant 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 hereunder. However, the Employee may adjust her work schedule to accommodate for additional time spent beyond the normal work day, with approval from the Town Administrator.





The Employee will be required to attend all Finance Committee meetings where her attendance is requested, upon proper notice of the meeting pursuant to the Massachusetts Open Meeting Law (M.G.L. c. 30A S 18-25).

Section 6. Vacation Leave

The Employee shall be entitled to seventeen (17) days of vacation leave for fiscal years 2021 and 2022. The Employee shall be entitled to twenty (20) days of vacation leave for fiscal year 2023. Vacation time shall accrue and be available to the Employee at the beginning of each fiscal year (July 1). The Employee may either carry over up to five (5) vacation days into the next fiscal year, or may choose to buy back up to five (5) vacation days each fiscal year, if the Employee was unable to utilize those days due to on or off the job circumstances beyond the Employee's control, subject to the approval of the Town Administrator and Board of Selectmen. For fiscal year 2020 only, up to five (5) vacation days may be bought back at the employee's previous rate of pay as Interim Town Accountant, and up to five (5) vacation days may be carried into fiscal year 2021.

Section 7. Holiday Leave

The Employee shall be entitled to the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday (half day), Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Eve (half day), Christmas Day, and New Year's Eve (half day). In Addition, the Employee shall be entitled to any holidays not listed above that are received by other non-union Town Hall employees.

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Section 8. Bereavement Leave

The Employee shall be entitled to bereavement leave without loss of pay over five (5) regularly scheduled workdays following the death of an immediate family member. For the purposes of this section, the term immediate family shall mean and include the following: spouse, children, father, or mother. Upon the death of the Employee's sister, brother, father in-law, mother in-law, sister in-law, brother in-law, niece, nephew, grandparents or grandchildren, the Employee will be granted up to three (3) working days without loss of pay.

Section 9. Personal Leave

The Employee shall be entitled to three (3) days of personal leave each year to conduct personal business.

Section 10. Sick Leave

Each fiscal year on July 1, the Employee shall be granted fifteen (15) sick days. Unused sick days may be accumulated from year to year to a maximum of one-hundred and fifty (150) days.

Section 11. Certification

The Employee is expected to obtain the Massachusetts Governmental Accountant certification by June 30, 2023, provided there is no delay or unreasonable change in the MMAAA's annual certification exam schedule. If there is a delay or cancellation in the MMAAA exam schedule, the employee will be granted an additional year to obtain certification for each year the exam has been cancelled. Once the employee obtains certification, she will receive an increase in salary totaling \$3,000.00, effective the date she received the certification. This increase will thereafter become part of her base salary for future cost-of-living adjustments to be based upon. Certification must be maintained in order to continue receiving this additional stipend.

Section 12. Other Benefits:

- A. The Town agrees to provide hospitalization, surgical and comprehensive medical and dental insurance for the Employee and her dependents at the same premium contribution rate as all other employees.
- B. The Town agrees to provide, at the Employee's option, a life insurance policy on the basis of the same premium contributions and amounts extended to other employees of the Town.
- C. The Town agrees to provide the Employee with longevity pay and jury pay protections in accordance with the Town's Charter, and Bylaws and provisions extended to other non-union Town Hall employees.
- D. Where applicable, the Employee is allowed to apply for a leave of absence under the Family Medical Leave Act or Massachusetts Maternity Leave Act in accordance with the Town's Charter, Bylaws and leave extended to other non-union Town Hall employees.



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Section 13. Retirement

All full-time town employees are required to join the Bristol County Retirement System.

Section 14. Dues, Subscriptions and General Expenses

Subject to annual budgetary appropriations, the Town agrees to budget and pay for the professional dues, subscriptions and conference expenses of Employee necessary for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continuous professional participation, growth, advance and development, and for the good of the Employer, subject to the Town Administrator's approval.

Section 15. Indemnification

Employer shall defend, save harmless and indemnify the Employee 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 the Employee's duties as Town Accountant, except for claims or damages arising from the intentional or grossly negligent acts of the Employee. The Employer or its insurer may in its discretion compromise and settle any such claims or shall pay the amount of any settlement or judgment rendered thereon. The Employer shall pay all costs and expenses related thereto, including attorney fees.


This provision will not be applicable for any proceedings involving disciplinary charges made against the employee.

Section 16. 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:
Town Administrator
Town of Acushnet
122 Main Street
Acushnet, MA 02743


- 2. Employee:
Melissa Forgue
102 Briarwood Drive
New Bedford, MA 02745




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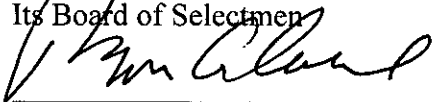
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Section 17. General Provisions

- A. The terms set forth herein shall constitute the entire agreement and understanding between the parties except to the extent that other documents are referred to herein, which documents shall be deemed to be incorporated by reference.
- B. If any provision contained in this Agreement, or any segregable portion thereof, is determined to be unconstitutional, invalid or unenforceable, the remainder of the Agreement, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- C. The failure of a party to insist on strict compliance with the term or provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.

IN WITNESS WHEREOF, the Town of Acushnet, Massachusetts, has caused this Agreement to be signed and executed on its behalf by its Board of Selectmen and duly attested by its Town Clerk, and the Town Accountant has signed and executed this Agreement, both in duplicate.


Town of Acushnet
Acting by and through
Its Board of Selectmen



Roger A. Cabral, Chairman



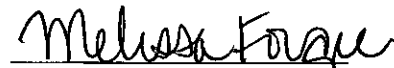
Kevin A. Gasper Sr., Vice Chairman



David Desroches, Clerk

Date: _____

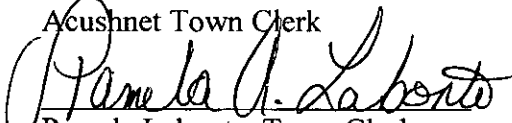
Town Accountant



Melissa A. Forgue

Date: 6/11/2020

Acushnet Town Clerk



Pamela Labonte, Town Clerk

DATE: July 2, 2020



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