

**EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF EAST BRIDGEWATER, MA
And
NANCY G. HILL, COUNCIL ON AGING DIRECTOR**

This Agreement (the "Agreement") is entered into as of July 1, 2022 between the Town of East Bridgewater, Massachusetts (the "Town"), acting through its Board of Selectmen (the "Employer") and Nancy G. Hill (the "Employee").

- I. **EMPLOYMENT:** The Board of Selectmen agrees to employ Nancy G. Hill as the Council on Aging Director and Nancy G. Hill agrees to be employed as the Council on Aging Director, pursuant to the terms and conditions set forth in this Agreement.
- II. **EFFECTIVE DATE:** The terms of this Agreement shall be from July 1, 2022 to June 30, 2025.
- III. **C.O.A. DIRECTOR COMPENSATION:** The Council on Aging Director shall receive annual compensation paid weekly as follows:

Effective July 1, 2022 – June 30, 2023 - \$1,443.04 per week (equal to \$75,037.89 annualized in base pay) plus additional compensation equal to 5% of base pay – \$72.15 per week (\$3,751.89 annualized)

Effective July 1, 2023 – June 30, 2024 - \$1,471.90 per week (equal to \$76,538.65 annualized in base pay) plus additional compensation equal to 5% of base pay – \$73.59 per week (\$3,826.93 annualized)

Effective July 1, 2024 – June 30, 2025 - \$1,501.33 per week (equal to \$78,069.42 annualized in base pay) plus additional compensation equal to 5% of base pay - \$75.07 per week (\$3,903.47 annualized)

The provision for the additional compensation equal to 5% of base pay will expire on June 30, 2025 and will not be continued in any future contract.

- IV. **ADDITIONAL DUTIES:** The Council on Aging Director shall receive compensation for the additional job duties and certifications, each year with a total annual stipend of \$2,200.00 to be paid the first pay period in July each year:
- Notary
 - Serve Safe Certification
 - Certified Shine Counselor
- V. **INSURANCE BENEFITS:** The Council on Aging Director is entitled to be a member of the town's health insurance and dental plan membership. The Council on Aging Director agrees to waive health and dental plan membership. For said waiver, the town agrees to pay the Council on Aging Director \$1,500.00 per year. In the event the Council on Aging Director elects to join the town's health insurance and dental plans, the reimbursement would cease.

In the event that Ms. Hill takes health insurance, the Town's share of Nancy Hill's health insurance premiums shall remain at the percentage of contribution in effect on July 1, 2022. The Board and Ms.

Hill agree that should the Board generally increase or decrease the monthly contribution rate for General Government employees then such increase or decrease shall apply to Ms. Hill. The Board and Ms. Hill agree that should there be a change to health benefits generally offered to Town employees, and should that change conflict with this Agreement, then this Agreement shall be reopened for the purpose of discussing this provision.

VI. VACATION:

- A. The Employee shall receive five weeks' vacation per year.
- B. No more than 5 days' vacation may be carried over into the next fiscal year unless approved by the Board of Selectmen.
- C. All unused vacation shall be paid to Nancy G. Hill upon termination of employment and at the current salary rate at the time of termination.

VII. HOLIDAYS, SICK LEAVE, AND EMERGENCY LEAVE:

Nancy G. Hill shall receive the same Holiday, Sick Leave and Emergency Leave as specified in the Personnel ~~By-Laws~~ Policies of the Town.

VIII. SEPARATION / NON-RENEWAL:

During the term of this Agreement, the parties agree that the Employee may not be disciplined, suspended or removed from his position except for cause after a hearing. "Cause" shall be defined as failure to meet performance goals and expectations or serious misconduct in violation of any law or Town policy.

- A. In the event the Employee voluntarily resigns her position with Employer before expiration of the term of employment provided for herein, then she shall give the Employer two months' notice in advance unless the parties otherwise agree. In the event Employee voluntarily resigns, she shall not be eligible for severance benefits.
- B. The Board of Selectmen will provide written notification through certified U.S. mail to Nancy G. Hill, ninety (90) days prior to the end of the contract period, if the Board of Selectmen does not intend to renew this agreement with the terms, conditions, compensation and benefits, equal to or exceeding this agreement. Should the Board of Selectmen fail to provide at least ninety (90) days' notice of non-renewal, Ms. Hill shall receive a lump sum payment equivalent to four (4) weeks' salary as severance pay. Said severance pay shall be her sole remedy in the event of non-renewal of this Agreement. The acceptance by the Employee of the severance pay and/or benefits provided hereunder shall constitute a complete and full release of any other rights, claims or causes of action, whether in law, equity or otherwise, the Employee may have against the Employer, its officers, agents, officials or employees.

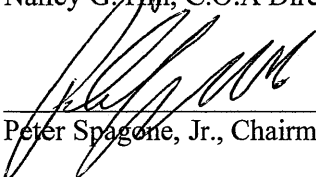
IX. PERFORMANCE REVIEW: The Board, at its sole discretion, will conduct an annual performance review of the Council on Aging Director. The Board may designate the Town Administrator to conduct the performance review. Any evaluation will be based on the duties of the Council on Aging Director as described in the job description for this position, which shall be added as an addendum to this Agreement upon final approval by the Board of Selectmen. To the extent the Board wishes to expand the evaluation to include duties or requirements not covered by this Agreement then the Board shall notify the Council on Aging Director of any such change or additional duty or requirement at least twelve (12) months prior to the evaluation.

- X. **SEVERABILITY:** If any of the terms or provisions of this contract are found contrary to law, all other terms and provisions shall be given full force and effect.
- XI. **RE-OPENING OF EMPLOYMENT AGREEMENT:** During its term, this Agreement may be reopened by mutual consent of the Board of Selectmen and Nancy G. Hill.
- XII **OTHER:** Provisions of the Town Personnel Policies not otherwise covered by this Agreement shall apply to Nancy G. Hill.




Nancy G. Hill, C.O.A Director

7/19/22
Date: _____



Peter Spagone, Jr., Chairman, Board of Selectmen

7-19-22
Date: _____



Carole Julius, Vice Chairman, Board of Selectmen

7-19-22
Date: _____



David Sheedy, Clerk, Board of Selectmen

7/19/2022
Date: _____