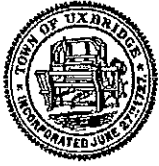


CORRECTED



**TOWN OF UXBRIDGE
BOARD OF SELECTMEN EXECUTIVE SESSION MEETING MINUTES
BOARD OF SELECTMEN ROOM
21 SOUTH MAIN ST, UXBRIDGE, MA
THURSDAY, DECEMBER 28, 2017 – 12:00PM**

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

The Chairman provided an updated draft contract to Ms. Ellison by email on 12/22/17 following Counsel Review. This draft is provided as Attachment 1.

The Board of Selectmen reviewed the updated draft and discussion was provided based on the amended copy.

Ms. Ellison joined the discussion at 12:30 PM.

Board members offered commentary relative to the definition of days vs. weeks within the draft agreement given the current schedule of Town Hall.

Mr. Baghdasarian left the meeting at 12:50 PM.

Mr. Piccirillo offered commentary relative to concern over the definition of just cause and provided calculations to the Board relative to severance payouts which might be due under circumstances of involuntary termination. Discussion followed.

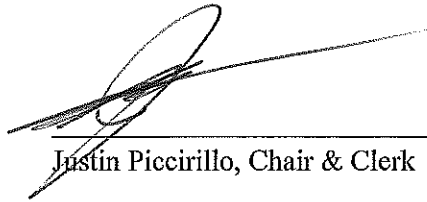
MOTION: Mr. Hogan moved to accept the employment agreement based on the latest version, as amended in Section IV, Subsection 5, with removal of "or as otherwise determined by the Board after a hearing in accordance with the Charter"; and Section VII, Subsection A, changing wording to 5 weeks' vacation, and 4 personal days. Seconded by Mrs. Modica.

The motion carried by roll call vote of 3-1-0: Shaw – YES, Hogan -YES, Modica – YES, Piccirillo – NO.

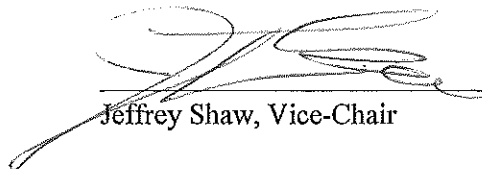
Mr. Hogan moved to return to open session. Mr. Shaw seconded. Motion carried by roll call vote: Hogan – YES; Modica – YES; Shaw – YES; Piccirillo – YES

The Board returned reconvened in open session.

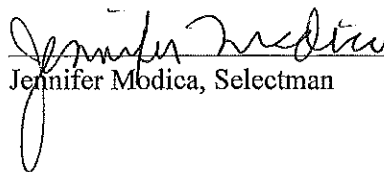
Minutes approved by the Board of Selectmen:



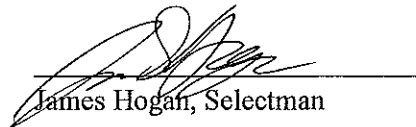
Justin Piccirillo, Chair & Clerk



Jeffrey Shaw, Vice-Chair



Jennifer Modica, Selectman



James Hogan, Selectman

Date 3/12/18



**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 5, 2018, and shall be in full force and effect until February 4, 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 initial annual base salary of \$115,000; after ninety days the salary shall increase to \$117,000, increasing by two and a half percent, thereafter, pending satisfactory annual reviews, subject to applicable withholdings and deductions, effective February 5, 2018, and continuing through February 4, 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 (without just cause), prior to the expiration of the term of this Agreement, the Town shall pay the Town Manager a lump sum cash payment equal to six 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 or as otherwise determined by the Board after a hearing in accordance with the Charter.

- 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 thirty (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 7(26)(c) of chapter 4 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 Thursday 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. Two weeks unused accrued paid leave or 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. Sick leave shall carry over with a maximum of one hundred days.

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, Retirement Compensation.

The Town Manager shall be provided the same retirement benefits offered to other town employees.

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, as budgeted.

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 six months 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:	Angeline L. Ellison 61 Brookfield Rd. Sturbridge, MA 01518

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: _____