AGREEMENT Between TOWN of ACUSHNET And NICHOLAS MONTICELLO

This agreement made this 1st day of July, 2022, between the Board of Selectmen of the Town of Acushnet, Massachusetts, hereinafter called the "Selectmen" and Nicholas Monticello, Assistant Town Accountant, hereinafter called the "Assistant." The Assistant's original date of hire is July 13, 2020.

- 1. The Assistant is hereby appointed as Assistant Town Accountant for the Town of Acushnet for the period of one year beginning July 1, 2022 and ending June 30, 2023.
- 2. The Assistant shall be paid an hourly rate of Twenty-Five Dollars and Seventy-Two Cents (\$25.72) per hour based on a Thirty-Five (35) hour expected work week, payable in bi-weekly installments. It is expressly agreed and understood that this salary shall be reviewed on or before May 1st of each year during the term of this contract for the purpose of determining the adequacy of the Assistant Accountant's compensation subject to town vote subject to appropriation and Town Meeting vote.
- 3. The Assistant shall not be removed from office during this contract except for just cause, in which event appropriate advance notice shall be provided to the Assistant and he shall be entitled, prior to removal, to a hearing before the Selectmen.
- 4. The Assistant shall be entitled to participate in all medical and retirement insurance plans of the Town and/or Bristol County and the Town shall participate in said programs to the same extent as it does for other employees.
- 5. The Assistant shall be entitled to all other benefits available to other town employees, including but not limited to: paid holidays, jury pay, funeral leave, and longevity pay, all as stated in the AFSCME Clerical Union Contract.
- 6. The Assistant shall be entitled to twelve (12) vacation days to be used during the year which the entitlement is generated. Vacation shall be scheduled as not to interrupt the normal flow of business within the Accountant's Office. Vacation time must be approved by the Department Head and Town Administrator in advance.
- 7. The Assistant shall be entitled to three (3) personal days per year, which shall be utilized during the year in which the entitlement is generated.
- 8. All vacation days and/or personal days are to be used by the Assistant by June 30th of each year. The Assistant may carry over up to five (5) unused vacation days into the next year if the Assistant was unable to utilize those days due to on and off the job

circumstances beyond the Assistant's control with the approval of the Town Administrator and the Board of Selectmen.

- 9. The Assistant shall have fifteen (15) days paid sick leave per year with an accumulation up to one hundred and fifty (150) days with no buy-back provision.
- 10. If any paragraph or part of this contract is invalid, it shall not affect the remainder of said contract, which shall be binding and effective against all parties.

In witness whereof, the parties have hereunto signed and sealed this contract this \text{th} \day of July, 2022.

Town of Acushnet:

David Wojnar, Chairman

Kevin Gaspar, Sr., Member

Robert Hinckley, Member

Employee:

Nicholas Monticello, Asst Town Accountant