

COPY

EMPLOYMENT AGREEMENT

Executive Assistant to the Town Administrator and Board of Selectmen

This agreement made under the authority of MGL c. 41, § 108N, by and between the Town of West Brookfield ("Town"), a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts acting by and through its Board of Selectmen ("Board"), hereinafter referred to as "the Board" and Rebecca A. Acerra, hereinafter referred to as Executive Assistant to the Town Administrator and Board of Selectmen hereinafter referred to as "Executive Assistant".

WHEREAS, the Board and the Executive Assistant desire to enter into a written contract of employment setting forth the terms and conditions of such employment.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **EMPLOYMENT:** The Board employs Rebecca A. Acerra, and Rebecca A. Acerra accepts employment as Executive Assistant.
2. **TERM:** The term of this agreement shall commence on July 1, 2023, and continue through June 30, 2026, unless sooner terminated, as hereinafter provided.
3. **COMPENSATION:** Salary shall be paid as follows:

a. FY 2024	\$61,550
b. FY 2025	\$62,781
c. FY 2026	\$64,037

The compensation and salary increases outlined in this section set forth all of the salary compensation to which the Executive Assistant is entitled to receive during the term of this Agreement. The parties hereto agree that the Executive Assistant shall receive the above-referenced pre-established annual salary increases in lieu of annual COLA increases that may be paid by the Town to other non-bargaining employees. Accordingly, the Executive Assistant is not entitled to receive annual COLA increases that may be paid by the Town to non-bargaining employees during the term of this Agreement.

4. **DUTIES:** The Executive Assistant shall perform faithfully, to the best of her ability, the duties and responsibilities as set forth in the job description developed for the position, and any other such duties as shall be legally assigned by the Board. Such duties shall include those described in Attachment A and such other duties as the Board may assign.
5. **HOURS OF WORK:** The basic work week of the Executive Assistant shall be Monday through Thursday. It is expected that the Executive Assistant will work 32 hours each week. However,

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the Executive Assistant may be called into the office at times as needed per the Board's request. As part of the Executive Assistant's basic work week, the Executive Assistant shall attend all regular meetings of the Board. The Executive Assistant must also attend other meetings of the other boards and committees of the Town as the Board may direct and are relevant to the performance of her duties. The Executive Assistant is eligible to be granted compensatory time off during her basic work week with the approval of the Board. If the Executive Secretary will be absent from work for a full day for any reason, she shall provide as much advance notice as possible to the Chair of the Board:

6. **VACATION/PERSONAL DAYS:** The Executive Assistant shall be granted 28 days of vacation days, which can be used as personal days per year for the length of this agreement.
7. **HOLIDAYS AND OTHER LEAVES OF ABSENCE:** The Executive Assistant may otherwise be granted paid holidays, and other leaves of absence in accordance with the provisions of the Town of West Brookfield Personnel By-law, as may be amended from time to time by the Board, unless specifically outlined herein.
8. **SICK TIME:** The Executive Assistant will earn one (1) sick day per month to be placed into her sick bank. Sick time will roll over from one fiscal year to another.
9. **INSURANCE:** The Executive Assistant shall be eligible for participation in the Town's group health, dental and life insurance plans.
10. **PROFESSIONAL DEVELOPMENT AND RELATED EXPENSES:** The Executive Assistant shall be permitted to attend courses, seminars, and meetings with the written approval of the Board to develop skills and abilities as Executive Assistant. Subject to Town Meeting appropriation, reasonable costs associated with attendance at courses, meetings, and seminars, in addition to the cost of travel, shall be reimbursed to the Executive Assistant in accordance with Town policy.
11. **TERMINATION:** Employment may be terminated by the resignation/retirement of the Executive Assistant, or by dismissal. Dismissal may be at the discretion of the Board only for cause, which shall be defined as any reason that is not arbitrary, capricious, or otherwise inconsistent with the sound operation of the Town. In the event of dismissal, the Executive Secretary shall be entitled to no compensation or other benefits, unless otherwise determined by the Board, except for salary earned but unpaid through the date of termination and any accrued but unused vacation time as of the date of termination. Such dismissal shall take effect immediately upon notice to the Executive Assistant, unless otherwise specified by the Board. Dismissal occurs only during the term of the agreement. As required by G.L. c. 41, §108N, nothing in this Agreement shall affect the appointment or removal powers of the Board; nor shall it grant tenure to the Executive Secretary; nor shall it abridge the provisions of G.L. c. 44, §67.
12. **DISPUTE RESOLUTION:** Prior to commencement of a legal action, the parties shall engage in voluntary non-binding mediation before a mutually agreeable mediator to attempt to

resolve any controversy or claim arising out of relating to this Agreement, with each party sharing equally in the expense of the mediator. The parties agree to conduct such mediation within sixty (60) days of receiving written notification of the other party. If a mediation cannot be scheduled, or if the parties cannot agree on a mediator, or if voluntary non-binding mediation cannot resolve the parties' dispute, then the parties agree that the Worcester Superior Court shall have jurisdiction to resolve any disputes under this Agreement.

13. **ENTIRE AGREEMENT:** This agreement embodies the whole agreement between the Board and the Executive Assistant and there are no inducements, promises, terms, conditions, or obligations made or entered into be either part other than those contained in this agreement and/or the West Brookfield Personnel By-law. This agreement may not be changed except by written approval of all parties.

14. **INVALIDITY:** If any paragraph or portion of this agreement is invalid, it shall not affect the remainder of the agreement, but said remainder shall be binding and effective.

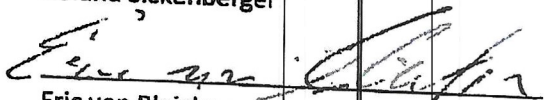
IN WITNESS WHEREOF, the parties have hereunto signed and sealed this agreement on this the 27th day of JUNE, 2023.

Town of West Brookfield
BOARD OF SELECTMEN

BY:



Roland Sickenberger

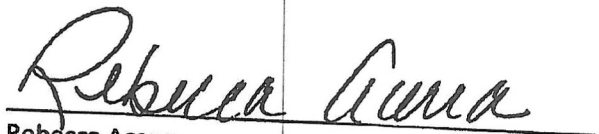


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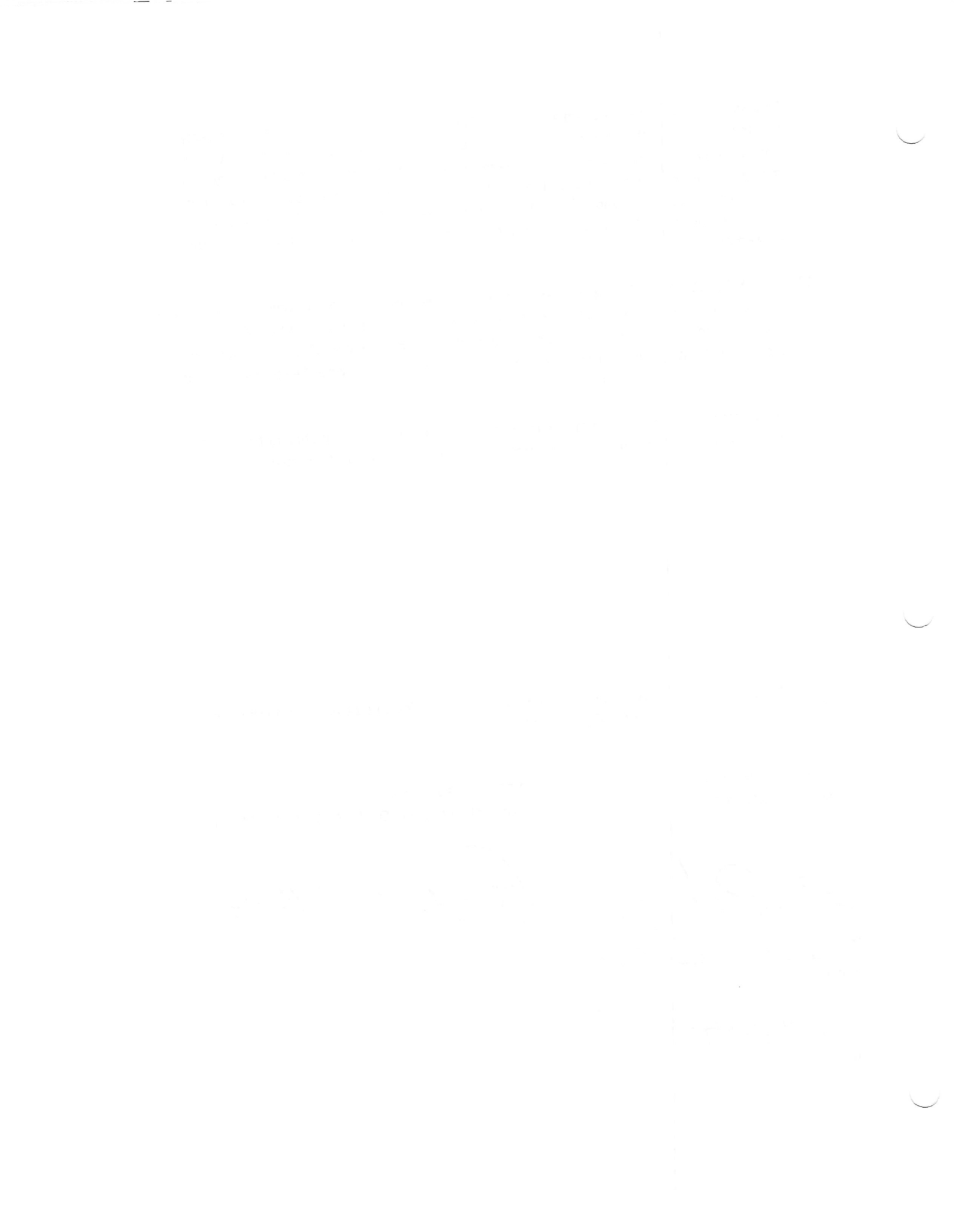
ABSENT

Brad Merkel

EXECUTIVE ASSISTANT TO THE
TOWN ADMINISTRATOR/BOARD OF SELECTMEN



Rebecca Acerra



Town of West Brookfield
Job Description

Position Title: Executive Assistant to the Town Administrator & Board of Selectmen

Department: Board of Selectmen

Reports to: Town Administrator

Grade Level:

FLSA Status: Exempt

1. Nature of Work: The Executive Assistant to the Town Administrator & Board of Selectmen is responsible for performing administrative duties in support of the Town Administrator and Board of Selectmen's Office. Employee is required to perform all similar or related duties.
2. Supervision Received: Employee works under the general direction of the Town Administrator. Employee plans and carries out the regular work in accordance with standard practices and previous training, with substantial responsibility for determining the sequence and timing of action and substantial independence in planning and organizing the work activities, including determining the work methods. The employee is expected to solve through experienced judgment most problems of detail or unusual situations by adapting methods or interpreting instructions to resolve the particular problem. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines and priorities. Technical and policy problems or changes in procedures are discussed with supervisor, but ordinarily the employee plans the work, lays it out and carries it through to completion independently. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy or other requirements; the methods used in arriving at the end result are not usually reviewed in detail.
3. Supervisory Responsibility: Employee does not have any supervisory responsibilities.
4. Confidentiality: Employee has access to Town-wide confidential information, including personnel files, collective bargaining, lawsuits, criminal investigations and records, client records and department records.
5. Judgment: Work requires examining, analyzing and evaluating facts and circumstances surrounding individual problems, situations or transactions, and determining actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices, and precedents which may be complex or conflicting, at times. Judgment is used in analyzing specific situations to determine appropriate actions.
6. Complexity: Work consists of the practical application of a variety of concepts, practices, and specialized techniques relating to a professional or technical field.



Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances and determining the methods to accomplish the work.

7. Nature and Purpose of Relationships: Relationships are primarily with co-workers and the public involving frequent explanation, discussion or interpretation of practices, procedures, regulations or guidelines in order to render service, plan or coordinate work efforts, or resolve operating problems. Other regular contacts are with service recipients and employees of outside organizations such as other municipalities, state and/or federal agencies. More than ordinary courtesy, tact and diplomacy may be required to resolve complaints or deal with uncooperative or uninformed persons. Employee may furnish news media with routine information such as meeting agendas or departmental procedures.
8. Essential Functions: *The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*
 - a. Performs a variety of executive administrative and clerical duties and customer service work for both the Board of Selectmen & Town Administrator in accordance with Massachusetts General Laws, Town Bylaws and other applicable regulations; prepares documents and correspondence, answers telephones, and meets with visitors; schedules meetings as required.
 - b. Responds to citizen and staff inquiries, requests, and/or complaints from the public in person, on the telephone, and in writing; or refers individual to the appropriate individual for assistance as needed; transmits and explains Town Administrator's directions as necessary.
 - c. Manages licensing under the purview of the Board of Selectmen's office (liquor, common victualler, auto dealer, transportation etc.).
 - d. Coordinates Selectmen's meetings including the preparation and distribution of Board information packets, legal postings and public information.
 - e. Attends evening open and executive session meetings of the Board of Selectmen to take meeting minutes and record all motions and votes; prepares Board of Selectmen meeting packets.
 - f. Assists in coordinating all aspects of Town Meetings (logistics, warrant, personnel, motions and public information).
 - g. Maintains and updates manuals (Board of Selectmen Manual, Town Fee Schedule).
 - h. Coordinates various projects and conducts independent research as required.

- i. Prepares various letters and correspondence on behalf of the Town Administrator/Board of Selectmen.
- j. Provides support for conducting research as necessary in order to ensure that the Town Administrator and Board of Selectmen's office procedures and practices are in accordance with applicable MA. General Laws and Town Bylaws.
- k. Manages the Professional Liability, General Liability, Property and Casualty and Automobile Insurance Policies for the Town and School and all related reward programs and responsibilities.
- l. Prepares the Annual Town Report and manages the inclusion of all related reports, as provided by all other departments/boards.
- m. Prepares accounts payable paperwork to process payment invoices; maintains accounting of Legal billings; and prepares accounts receivable paperwork
- n. Maintains Board & Committee member information on respective pages on the Town website and Board & Committee database, maintaining the list of Special Municipal Employees as it relates to Boards and Committees, and maintaining a Talent Bank of citizens interested in serving on various Boards and/or Committees.

9. Recommended Minimum Qualifications

Education and Experience: Position requires a College Degree and three to five (3-5) years of executive office experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Special Requirements: Certification to obtain CORI information.

10. Knowledge, Abilities and Skill

Knowledge: Thorough knowledge of town government and department operations and procedures; professional office procedures. Knowledge of pertinent state laws and regulations; working knowledge of office software including word processing, the Internet, spread sheet applications and power point.

Ability: Ability to interact effectively and appropriately with the public and other personnel; ability to complete multiple tasks in a timely, detailed and accurate manner, perform multiple tasks; ability to deal with uncooperative members of the public in a tactful manner.

Skill: Proficient computer skills including word processing and spread sheet applications,



organizational skills, recordkeeping and clerical skills, communication and presentation skills. Detail-oriented skills.

11. Work Environment: Employee performs work in a typical office setting with frequent interruptions.

Occupational Risk: Work is performed in a general office setting. Duties generally do not present occupational risk to the employee.

12. Physical and Mental Requirements *The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.*

Physical Demands: Little or no physical demands are required to perform the work. Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, and standing. The employee is required to occasionally lift objects such as ledger books, photocopy and/or computer paper.

13. Motor Skills: Position requires basic motor skills for activities such as: operating a personal computer and/or most other office equipment, typing and/or word processing, filing, moving objects, sorting of papers.

14. Visual Demands: Position requires the employee to routinely read documents and reports for understanding and analytical purposes.

