

## **EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** made this 8<sup>th</sup> day of March, 2023, by and between the Town of Dighton, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter called the "Town", acting by and through its Board of Selectmen and Board of Library Trustees and Jocelyn Tavares of 237 Adamsville Road, Westport, MA 02790, hereinafter referred to as "Library Director."

### **WITNESSETH:**

**WHEREAS**, the Board of Library Trustees and the Town desires to employ the services of Jocelyn Tavares as Library Director of the Town of Dighton;

**WHEREAS**, the Board of Trustees under Chapter 78, Section 11 shall contract with the Library Director for the salary and benefits of said Library Director and such services that the Board of Selectmen and the Board of Library Trustees desire;

**WHEREAS**, Jocelyn Tavares agrees to accept employment as Library Director of said Town.

**NOW, THEREFORE**, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **DUTIES.** The Town hereby agrees to employ Jocelyn Tavares as Library Director of said Town and to perform the functions and related duties of said position, as specified in the applicable Bylaws, applicable Rules and Regulations, votes of the Board of Trustees, General or Special Laws, all of which as may be amended, rescinded and supplemented from time to time, and to perform such other legally permissible and proper duties and functions as the Board of Trustees shall, from time to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 Library Director in Towns of the Commonwealth of Massachusetts. Jocelyn Tavares hereby accepts employment as Library Director.

The Library Director shall perform faithfully, to the best of her ability, such duties and responsibilities as shall be assigned by the Board of Trustees and including, without limitation, those set forth above and in the job description which is annexed hereto and incorporated herein by reference as Attachment A.

2. **TERM.** The term of employment shall begin on March 8, 2023 and end on June 30, 2026, unless this Agreement is sooner terminated as herein provided for.

3. **COMPENSATION.** The Town agrees to pay the Library Director for services rendered under this Agreement, an annual base salary as follows, subject to applicable withholdings and deductions, and payable in installments at the same time as other employees of the Town are paid. The foregoing annual salary for the period of this Agreement shall not be subject to the budget appropriation for said salary. Said annual base salary shall reflect the recognition of the Library Director holding a Master's Degree in Library Science.

- a.) Effective March 8, 2023, the Library Director's annual base salary shall be \$62,593.00.
- b.) Effective July 1, 2023, following the completion of a successful performance evaluation, the Library Director's annual base salary shall be increased to \$65,000.00.
- c.) Effective July 1, 2024, following the completion of a successful performance evaluation, the Library Director's annual base salary shall be increased to \$70,000.00.
- d.) Effective July 1, 2025, following the completion of a successful performance evaluation, the Library Director's annual base salary shall be increased to \$75,000.00.

The Library Director shall be provided a Town-issued cell phone with which to conduct town-related business.

5. **HOURS OF WORK.** Due to the unique nature of the municipal management function, it is understood and agreed that in order to properly perform the job required, the Library Director may have to expend additional time beyond the normal work day, and the Library Director agrees to do same as required. The Town shall require the Library Director to be physically present at work during regular work hours unless her absence therefrom is authorized in advance by the Board of Library Trustees, or unless she is on sick leave or vacation leave. The regular work hours of the Library Director shall be thirty-five (35) hours, normally scheduled on Monday through Thursday.

With the prior approval of the Board of Library Trustees, the Library Director may be granted "flex time" for hours worked outside of regular work hours, including attendance at required Board of Selectmen meetings, Board of Library Trustee meetings, Town Meetings, Department Head meetings, and such meetings of other boards or committees of the Town as the Board of Library Trustees may direct. When flex time is authorized, the Library Director may earn one (1) hour of flex time for each hour worked outside of regular work hours. Flex time must be used within ninety (90) days of being earned. Unused flex time shall not be compensated upon separation from employment.

It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for additional time worked outside of regular work hours, aside from what is specifically outline in this Agreement.

6. **VACATION.** The Library Director shall be entitled to four (4) weeks or 140 hours of vacation with pay during each year of the term of this Agreement, exclusive of legal holidays. Vacation time is not cumulative and must be used. In the event that she is unable to use her vacation by the end of the fiscal year, she may request to carry forward to the next fiscal year up to, but not to exceed two (2) weeks' vacation time. The Library Director shall not take more than two (2) weeks of vacation

consecutively unless a longer period of time is agreed to by the Board of Trustees in advance. If the Employment Agreement with the Library Director is terminated on or prior to its expiration, payment for unused accrued vacation time shall be made on a pro-rated basis.

7. **SICK LEAVE.** Sick leave shall consist of one (1) day per month, not to exceed twelve (12) days per year cumulative to two hundred (200) days maximum. Sick leave shall not be paid out upon separation, except for retirement. Upon retirement, the Town agrees to buy-out one hundred (100%) of accumulated sick leave at a regular rate of hourly pay being received at the time of said retirement up to a maximum amount of \$20,000.

8. **PERSONAL LEAVE DAYS.** The Library Director shall receive four (4) personal days per year. Personal days are not cumulative and cannot be carried forward to another fiscal year. Unused personal days shall not be compensated.

9. **BEREAVEMENT LEAVE.** Bereavement Leave without loss of pay shall be granted for death in the immediate family up to three (3) days. These days are to be used within ten (10) days of death unless funeral or burial is postponed:

Mother-in-Law	Father-in-Law
Grandparents	Grandchildren
Son-in-Law	Daughter-in-Law
Brother-in-Law	Sister-in-Law

Up to five (5) working days:

Mother	Father	Stepchild
Sister	Brother	Stepparents
Child	Spouse	Person living in Household
Grandchild (if grandparent is guardian)		

Up to one (1) working day for all other relatives (Aunt, Uncle, Niece, Nephew and Cousin).

10. **JURY DUTY.** In the event the Library Director is required to perform jury duty, she shall receive leave with pay for the duration of such duty. The Library Director shall be paid the difference between the jury duty pay, exclusive of mileage and expenses, and her regular compensation.

11. **UNPAID LEAVE.** Unpaid leave may be granted to the Library Director by the Board of Trustees for any period or periods of absence which are not covered by any paid leave provided for hereunder, up to a maximum of six (6) months.

12. **HOLIDAYS.** The Library Director shall be excused from work without loss of pay on the following holidays and any other holiday declared by the Governor, the General Court or the Board:

New Year's Day (January 1)

Martin Luther King Day	Columbus Day (second Monday in October)
President's Day (third Monday in February)	Veterans' Day
Patriot's Day (third Monday in April)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve (1/2 day)
Independence Day	Christmas Day
Labor Day	

The Library Director shall also receive any other holidays granted to non-union employees.

If a holiday falls on a Saturday, the preceding workday shall be the designated holiday. If a holiday falls on a Sunday, the following Monday shall be the designated holiday.

13. **GROUP HEALTH AND LIFE INSURANCE.** The group health insurance plan and the group life insurance plan provided by the Town for its employees shall be available to the Library Director. The Town will continue to pay the current percentage in health care coverage of seventy five percent (75%) and the employee shall continue to pay the current percentage in health care coverage of twenty-five percent (25%) as currently provided for non-union employees.

14. **PROFESSIONAL DEVELOPMENT.** The Town agrees to pay for the registration, travel, and subsistence expenses of the Library Director for short courses, institutes, and seminars that are necessary or required for her professional development and with prior approval by the Board.

The Town agrees to pay for the professional dues and subscriptions to maintain membership, designation or standing with or any organization approved by the Board as the Town and the Board of Trustees mutually agree that this organization is deemed necessary and desirable for her continued professional participation, growth, and advancement for the good of the Town.

The Library Director agrees to reimburse the Town for the costs of any such courses, institutes, seminars or related professional/educational training if the Library Director proposes to terminate this Employment Agreement prior to its expiration.

15. **PERFORMANCE EVALUATION.** The performance of the Library Director shall be evaluated in writing by the Board of Trustees prior to the annual review of her salary provided for in Paragraph 3. She shall have the right to make a written response to such evaluation, and the written evaluation and the response shall be filed in her personnel file.

16. **INDEMNIFICATION.** The Town agrees that if the Library Director is required to participate in legal proceedings relating to all incidents in which the Library Director as employee of the Town is involved that is within the scope of her duties and responsibilities, she shall receive the appropriate legal representation from Town Counsel or a designee as provided by the liability insurer of the Town as provided for in Chapter 258 of the General Laws of the Commonwealth of Massachusetts.

17. **SUSPENSION, TERMINATION, RESIGNATION.**

- A. **Suspension** – The Library Director may be suspended for cause after a hearing.
- B. **Termination** - This Agreement may be terminated during its term by:
- i. Mutual agreement of the parties;
  - ii. Disability of the Library Director that prevents the performance of her duties for a period of one hundred eighty (180) days;
  - iii. Death of the Library Director;
  - iv. Dismissal of the Library Director for inefficiency, incapacity, misconduct, conduct unbecoming an employee of the Town, insubordination, serious performance deficiencies or other cause. If any such dismissal is intended by the Board of Trustees, the Library Director shall be given thirty (30) days written notice thereof containing the cause or causes for the proposed dismissal. If she so requests, she shall be given a hearing before the Board at which she may be represented by Counsel, present evidence, and call witnesses to testify on her behalf.
- C. **Resignation** – In the event the Library Director voluntarily resigns her position before expiration of the term of employment provided for herein, then the Library Director shall give the Board of Library Trustees one (1) month notice in advance unless the parties otherwise agree. In the event the Library Director voluntarily resigns, she shall not be eligible for severance benefits.
- D. Nothing shall prevent the Board of Library Trustees from initiating the termination process of the Library Director at such time as she is under suspension.

18. **RENEWAL OF AGREEMENT.** This agreement will not renew automatically. This Agreement shall terminate at the end of said term unless it is extended for an additional term of a year or years by the Board. The Board shall give the Library Director written notice of at least ninety (90) days prior to the end of the term as to whereof it desires to renew the Agreement. In the event the Library Director is not interested in a renewal of the Agreement, she shall give the Board written notice of such fact at least ninety (90) days prior to the end of the term. In the absence of the aforementioned written notice from the Board or the Library Director referenced in this paragraph, this Agreement shall terminate at the end of its present term as set forth herein.

19. **GENERAL PROVISIONS.**

- A. This Agreement embodies the whole agreement between the Board of Selectmen, the Board of Trustees and Library Director, and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except by writing signed by the party against whom enforcement thereof is sought.


- B. The Library Director, the Board of Selectmen and Board of Library Trustees recognize and agree that the Library Director will not be entitled to any salary increases or changes in benefits accorded to other town employees during the term of this agreement.
- C. All benefits and obligations of the Town, except as otherwise provided herein, shall be conditional upon the Library Director being employed as and performing the services required of the Library Director of the Town.
- D. The failure of a party to insist on strict compliance with a term of provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.

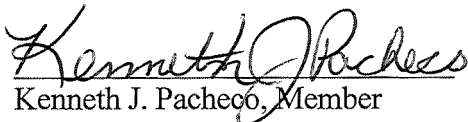
20. **SEVERABILITY CLAUSE.** If any paragraph or provision of this Agreement is invalid or deemed illegal or unenforceable, it shall not affect the remainder of the Agreement, but said remainder shall be binding and effective against all parties.

**IN WITNESS WHEREOF**, the parties have hereunto signed and sealed this Agreement induplicate on the day and year first above written.

**BOARD OF SELECTMEN**  
**TOWN OF DIGHTON**

  
Leonard B. Hull, Jr, Chairman

  
Peter D. Caron, Clerk

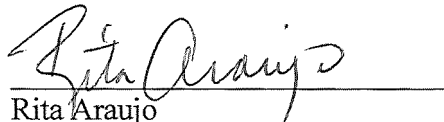
  
Kenneth J. Pacheco, Member

**Library Director**

  
Jocelyn Tavares

**LIBRARY BOARD OF TRUSTEES**  
**TOWN OF DIGHTON**

  
Ronald J. O'Connor, Chairman

  
Rita Araujo

  
Ann Elaine Meitzen