

**Employment Agreement**

**TOWN OF SOUTHBOROUGH  
SELECT BOARD**

**AND**

**BRIAN P. BALLANTINE  
TREASURER/COLLECTOR**

**Effective July 1, 2023  
and ending  
June 30, 2026**

This Employment Agreement ("Agreement") is made by and between the TOWN OF SOUTHBOROUGH (hereinafter called the "TOWN" or "Town") a municipal corporation in Worcester County, acting by and through its Select Board with no personal liability to themselves, and Brian Ballantine, of Holden, Massachusetts (hereinafter called the "TREASURER/COLLECTOR") pursuant to the authority of Massachusetts General Laws Chapter 41 Section 108N½.

WHEREAS, the TREASURER/COLLECTOR was originally hired by the TOWN on March 11, 2003 and this Agreement represents a successor to the Employment Agreement between the TOWN and the TREASURER/COLLECTOR that ends on June 30, 2023; and

WHEREAS, the TOWN desires to continue to retain the professional services of the TREASURER/COLLECTOR for the direction and administration of the Treasurer/Collector's Office; and

WHEREAS, the TREASURER/COLLECTOR is willing to continue to serve as TREASURER/COLLECTOR according to the terms and the conditions of this Agreement.

NOW, THEREFORE, the TOWN and the TREASURER/COLLECTOR hereby agree upon the following terms and conditions:

## **1. ESSENTIAL DUTIES OF THE TREASURER/COLLECTOR**

The head of the TREASURER/COLLECTOR'S OFFICE for the TOWN is the TREASURER/COLLECTOR. The TREASURER/COLLECTOR shall be responsible to and work under the direction of the Select Board, under applicable Massachusetts General Laws, and the Town's By-laws and rules and regulations.

The TREASURER/COLLECTOR's primary and essential duties shall include but not be limited to:

- A. Analyze financial and economic data and trends; analyze changes in federal, state and local laws and regulations that have an economic impact on the Town; prepare forecasts, recommendations and reports to the Town Administrator, Select Board, Advisory Committee and others for financial management strategies, plans, policies and actions of the Town;
- B. Develop and prepare the initial annual operating and capital budgets for the general fund, all enterprise funds, and the ambulance fund;
- C. Plan, implement and direct activities of the Treasurer/Collector's Office, including processing and accounting for Town receipts and payments, employee payroll and benefit administration, and borrowing;
- D. Manage all investment accounts maintained by the Town;
- E. Manage all cash accounts maintained by the Town;

- F. Supervise all TREASUER/COLLECTOR Department personnel and sub-contractors;
- G. Oversee the process for issuing all debt instruments for the Town for capital or other large projects including making recommendations to the Select Board as to appropriate levels of debt and the terms of the debt;
- H. Coordinate and prepare for all required financial statement audits including required audits of retirement plans;
- I. Assist various Boards such as the Board of Commissioners of Trust Funds and the Taxation Aid Committee in the performance of their charges;
- J. Submit reports to the TOWN either orally or in writing when requested or required in order to ensure proper communication with the Select Board and the Advisory Committee;
- K. Maintain records in such detail to be able to furnish all information necessary for reporting to government agencies as necessary which includes all annual reports due to the Commonwealth of Massachusetts, to the federal government, and to Town bond counsel;
- L. Perform such other duties as may be required in accordance with the Town's By-laws or state and federal law; and
- M. Perform such other duties as the Select Board and Town Administrator shall from time to time assign.

## **2. HOURS OF WORK**

- A. The TREASURER/COLLECTOR warrants and agrees to devote that amount of time, effort and service which is necessary to faithfully perform the duties of TREASURER/COLLECTOR.
- B. The TREASURER/COLLECTOR is an exempt employee for the purpose of the Fair Labor Standards Act.
- C. The TREASURER/COLLECTOR shall notify and coordinate with the Town Administrator if he shall be absent from duty or on leave and shall arrange for who shall be in control of the Treasurer/Collector's Department during such absence or leave.

## **3. INDEMNIFICATION**

The Town shall defend, save harmless and indemnify the TREASURER/COLLECTOR against any claim, demand or other legal action arising out of an alleged act or omission occurring in the performance of his duties in accordance with Section 13 of M.G.L.c.258 which has been accepted by the Town. Indemnification shall apply as to any claim made following the expiration of the term of this agreement or termination from employment of the TREASURER/COLLECTOR so long as the TOWN

would have been otherwise obligated to provide indemnification pursuant to M.G.L. c. 258, § 13 and provided that the TREASURER/COLLECTOR acted in good faith. Indemnification shall not apply in the event the TREASURER/COLLECTOR is suspended or discharged pursuant to Section 9 of this Agreement.

The Town may compromise and settle any claim or suit and will pay the amount of any settlement or judgment rendered thereon resulting from such indemnification as specified above, without recourse to the TREASURER/COLLECTOR who, and as a condition of said indemnification, shall cooperate with the Town in all matters relating to said claim.

The Town, or its designee/insurer, shall select the TREASURER/COLLECTOR'S attorney and determine if separate counsel is required. The Town shall be responsible to remit payment for any attorneys' fees and costs incurred by the TREASURER/COLLECTOR in connection with such claims or suits involving the TREASURER/COLLECTOR in his professional capacity. Notwithstanding the foregoing, if the TREASURER/COLLECTOR refuses counsel selected by the Town, indemnification may be denied.

This provision does not allow indemnification for criminal acts nor willful violation of civil rights, or indemnification which exceeds the scope of M.G.L. c. 258.

#### **4. INSURANCE AND OTHER BENEFITS**

##### **A. HEALTH INSURANCE**

The TREASURER/COLLECTOR shall be eligible for all health and life insurance benefits for which other Town non-collective bargaining unit employees are eligible. The Town shall contribute toward the cost of the premiums for such insurance benefits at a rate equal to the rate it contributes for such other Town employees.

##### **B. WORKER'S COMPENSATION**

The TREASURER/COLLECTOR shall be eligible for Workers' Compensation benefits as provided in Chapter 152 of the Massachusetts General Laws.

##### **C. OTHER EMPLOYMENT BENEFITS**

All other employee benefits shall be consistent with those stipulated in Chapter 31 of the Code of the Town of Southborough (the "Salary Administration Plan), unless otherwise stipulated in this agreement. For purposes of employment longevity and accruals the date of original hire of Mr. Ballantine is March 11<sup>th</sup>, 2003.

## **5. DUES AND SUBSCRIPTIONS**

The TOWN agrees to budget and to pay, subject to appropriation, for the reasonable professional dues and subscriptions of the TREASURER/COLLECTOR for his participation in national, regional and state associations and organizations necessary and desirable for his continued professional growth and advancement, and for the benefit of the TOWN.

## **6. AUTOMOBILE**

The TREASURER/COLLECTOR shall receive mileage reimbursement for work related use of his own automobile at the same rate as other Town non-collective bargaining unit employees.

## **7. PROFESSIONAL DEVELOPMENT**

The TOWN recognizes its obligations to the professional development of the TREASURER/COLLECTOR, and agrees that he shall be given reasonable opportunities to develop his skills and abilities as the TREASURER/COLLECTOR. Accordingly, the TREASURER/COLLECTOR will be allowed, subject to appropriation and approval of the Town Administrator, to attend training conferences each year without loss of vacation or other leave, and will be reimbursed by the TOWN for all reasonable and necessary expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences.

The TOWN also agrees to budget and pay, subject to appropriation, for reasonable and necessary travel and subsistence expense of the TREASURER/COLLECTOR for short courses, institutes, and seminars that, in the TREASURER/COLLECTOR's reasonable judgment, are necessary for his professional development.

## **8. DEATH DURING EMPLOYMENT**

If the TREASURER/COLLECTOR dies during the term of his employment, the TOWN shall pay to the TREASURER/COLLECTOR'S estate all the compensation which would otherwise be payable to the TREASURER/COLLECTOR up to the date of his death, including accrued, but unused vacation leave and 20% of accrued, but unused sick time. The TOWN shall continue to contribute its share of the health insurance premiums for the TREASURER/COLLECTOR's surviving spouse and family, if they are otherwise eligible under Chapter 32B, and such benefits are available to other Town non-collective bargaining unit employees.

## **9. SUSPENSION OR DISCHARGE**

The TREASURER/COLLECTOR may be suspended or terminated by the Select Board acting on behalf of the TOWN for cause during the term of this agreement. The TREASURER/COLLECTOR will be given a written statement of reasons for any consideration of suspension or termination and shall be afforded the opportunity to be heard consistent with the applicable provisions of Massachusetts General Laws Chapter 30 Sections 18-25 as amended.

For purposes of this paragraph, the term "cause" shall mean any ground put forward by the Town in good faith which is not arbitrary, or capricious.

In the event the TREASURER/COLLECTOR is terminated by the Town prior to the expiration of the term of this agreement other than for cause, the Town agrees that it shall pay the TREASURER/COLLECTOR a lump sum cash payment equal to four (4) months aggregate salary, plus any other accrued benefits to which he may be entitled by law or this Agreement, payable within ten (10) business days of the TREASURER/COLLECTOR's execution of a mutually-agreeable form of a full and complete release of any and all rights, claims, or causes of action, both known and unknown, whether in law (inclusive of action including without limitation the Massachusetts Wage Act), equity or otherwise, that the TREASURER/COLLECTOR may have against the Town, including all of its employees, elected or appointed officials, officers, agents, representatives and attorneys of such entities. In the event the TREASURER/COLLECTOR is terminated for cause as set forth in this Section, he resigns voluntarily, he dies, or this Agreement expires without renewal, the Town shall have no obligation to pay the severance sum provided in this subsection.

## **10. COMPENSATION**

- A. In the first year of the Agreement beginning July 1, 2023, the TREASURER/COLLECTOR shall receive a total annual salary of \$112,778 (BASE SALARY).
- B. In the second year of the Agreement beginning on July 1 2024, the TREASURER/COLLECTOR shall receive a total annual BASE SALARY of \$116,161.
- C. In the third year of the Agreement beginning on July 1, 2025, the TREASURER/COLLECTOR shall receive a total annual BASE SALARY OF \$119,646.
- D. The Town will make an annual longevity payment on the same terms as other Town non- collective bargaining unit employees under the TOWN's Salary Administration Plan.
- E. The Town will contribute to an I.R.C. Section 457 Deferred Compensation Plan an annual payment equal to 3% of the TREASURER/COLLECTOR's annual salary for that year each July of the term of this contract.

In the event employees on the Salary Administration Plan receive greater than a 3% annual salary increase during the term of this Agreement, the parties agree to reopen this Agreement and negotiate, in good faith, an amendment to this Agreement as may be in the best interest of the parties.

## **11. ANNUAL PERFORMANCE REVIEW**

The Town Administrator as agent for the Select Board shall conduct a performance review for the TREASURER/COLLECTOR annually in writing. The completed performance review shall be shared with the Select Board, as requested. The Town Administrator's failure to conduct a timely performance review shall not delay the annual increases stated above. The Town Administrator shall ensure that the annual goals included in the performance review for the TREASURER/COLLECTOR shall include any annual goals set by the Select Board for the TREASURER/COLLECTOR.

## **12. LEAVE**

The TREASURER/COLLECTOR shall accrue sick leave, personal leave, bereavement leave, holidays and vacation on the same terms as other Town non-union employees under the TOWN's Salary Administration Plan..

## **13. NO AFFECT UPON AUTHORITY**

Pursuant to Massachusetts General Laws Chapter 41 Section 108N½, this agreement shall not affect the Select Board's authority over the TREASURER/COLLECTOR, including the power of appointment and removal. Further, nothing in this agreement shall be construed to abrogate or mitigate the Select Board's authority to promulgate rules and regulations, in the public interest, as to the administration of this appointment of TREASURER/COLLECTOR.

## **14. GOVERNING LAW**

This Agreement shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

## **15. SEVERABILITY OF PROVISIONS**

If any clause or provision of this agreement shall be determined to be illegal or unenforceable by a court or competent jurisdiction, the remainder of this agreement shall remain in effect.

## **16. LENGTH OF AGREEMENT**

- A. The term of this Agreement shall be for a period commencing July 1, 2023 and ending June 30, 2026.
- B. Unless either party provides written notice to the other of its intention to renegotiate and/or to not renew this agreement no less than four (4) months prior to June 30, 2026, this Agreement shall automatically be extended for an additional one (1) year term with an annual pay increase of 3.0%.
- C. It is expressly understood that a decision not to renew this Agreement shall not be construed as a discharge requiring a hearing under this Agreement or any other provision of law.
- D. In the event the TREASURER/COLLECTOR intends to resign voluntarily before the natural expiration of any term of employment, then the TREASURER/COLLECTOR shall give the TOWN no less than sixty (60) days written notice in advance, unless the parties otherwise agree in writing.

## **17. COMPLETENESS OF AGREEMENT**

This agreement contains the terms and conditions agreed upon by the parties as to the employment of the TREASURER/COLLECTOR with the Town. No other agreement, written, oral, express or implied will be considered to exist to bind to parties hereto provided, however that both parties recognize and

acknowledge the reserved inherent administrative authority of the Select Board to supervise and regulate the position of TREASURER/COLLECTOR, in the public interest, and to add to such duties and responsibilities as necessary for the public welfare.

## **18. MISCELLANEOUS**

- A. No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.
- B. This Agreement may be modified only by written agreement between the TREASURER/COLLECTOR and the Select Board. No act or omission of any employee or agent of the Town shall alter, change or modify any of the provisions of this Agreement without such written agreement between the parties.
- C. This Employment Agreement is the result of negotiation and compromise by and among the parties and no party shall be prejudiced as having been the drafter of the Employment Agreement.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument on the date and year set forth below.

TOWN OF SOUTHBOROUGH  
BY ITS SELECT BOARD

TREASURER/COLLECTOR



Kathryn M. Cook, Chair



Chelsea Malinowski, Vice-Chair



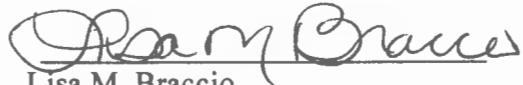
Andrew Dennington



Brian P. Ballantine

3-1-23

Date



Lisa M. Braccio



Sam Stivers

3/1/23

Date