

## EMPLOYMENT AGREEMENT

This Agreement is made and entered into pursuant to Chapter 41, section 108N of the Massachusetts General Laws this 28 day of January 2023 by and between the Town of Hudson (hereinafter the "Town"), a duly existing municipal corporation in the County of Middlesex, Commonwealth of Massachusetts, acting by and through its Executive Assistant as Appointing Authority, with no personal liability to himself, hereunto duly authorized and empowered, and Neil A. Vaidya of Uxbridge, County of Worcester, Commonwealth of Massachusetts (hereinafter "Finance Director") both of whom understand as follows:

WHEREAS, the Town desires to retain the professional services of Neil A. Vaidya as Finance Director of the Town of Hudson as provided by the Massachusetts General Laws and the By-Laws of the Town of Hudson; and

WHEREAS, it is the desire of the Town and Neil Vaidya to establish the terms and conditions of his employment as the Finance Director; and

WHEREAS, Mr. Vaidya desires to accept employment as Finance Director of the Town of Hudson and devote the necessary time, skills, education, professional services, and best efforts in carrying out all the obligations, responsibilities and duties of his office, and further, Mr. Vaidya represents that he has and will maintain the skills, desire and ability to perform such obligation, responsibilities and duties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

### SECTION 1 - DUTIES

- 1.1 The Town of Hudson hereby agrees to employ Neil A. Vaidya as Finance Director of the Town of Hudson. The Finance Director agrees to fully and professionally perform all obligations, responsibilities and duties specified in State Law and the By-Laws of the Town of Hudson and to further fully and professionally perform the proper duties and functions as the Executive Assistant shall from time to time assign.
- 1.2 The Finance Director agrees to use and continue to use his full time and best professional efforts, skills, abilities and training in carrying out his duties and responsibilities.
- 1.3 It is agreed and acknowledged that the Finance Director's position as specified herein is that of an executive, as the term is used in the Federal Fair Labor Standards Act ("FLSA") and its duly promulgated rules and regulations and shall be an exempt position for the purposes of the FLSA.

### SECTION 2 - TERM

The term and duration of this Agreement and the employment delineated hereunder shall be

for a period of three (3) years commencing as of February 6, 2023 and ending on February 5, 2026 unless otherwise terminated. In the event that the Town decides not to renew this contract, the notice of such intent shall be given no less than sixty (60) days prior to the contract expiration date.

### SECTION 3 - TERMINATION

- 3.1 Nothing in this Agreement shall prohibit, limit or otherwise interfere with the authority and right of the Executive Assistant to discipline or terminate the Finance Director pursuant to the Personnel Rules and Regulations of the Town of Hudson or to remove the Finance Director from his position for cause at any time.
- 3.2 This Agreement may be terminated by the Finance Director upon thirty (30) days written notice to the Executive Assistant, unless a shorter notice is mutually agreed upon.
- 3.3 Termination of the employment of the Finance Director shall terminate this Agreement.

### SECTION 4 - SALARY

The Town agrees to pay the Finance Director for his professional full-time services rendered pursuant to the Town's non-union pay scale and the terms of the classification and compensation provisions in place. The Finance Director shall commence on Step 8 of grade M-11 (currently \$127,091 per year). In addition, the Town agrees to pay the Finance Director a one-time signing incentive of \$1,500 to be paid in a lump sum in the first pay period upon hire.

### SECTION 5 - HOURS OF WORK

It is recognized by both parties hereto that due to the complicated and comprehensive nature of general government administration and further due to the substantial duties, obligations and responsibilities of a Finance Director, the Finance Director must devote and perform professional services to the Town on a full-time basis together with additional time as required beyond normal and routine office hours. It is further acknowledged and agreed by the parties hereto that the Finance Director shall not be eligible to earn or be paid for compensatory time. As recognition of additional time required, the Executive Assistant may authorize flexible hours as long as the departments under the control of the Finance Director are staffed during normal working hours.

### SECTION 6 - VACATION

The Finance Director will be granted four (4) weeks of vacation annually and will be available for use as of the date of hire. On each anniversary date, the Finance Director shall be allowed to carry forward ten (10) days of unused vacation.

## SECTION 7 - PROFESSIONAL DEVELOPMENT

The Town of Hudson agrees to budget and pay an appropriate amount for the professional dues of the Finance Director for his continuation and full participation in professional associations and organizations necessary and desirable for continued professional growth and advancement, and for the benefit of the Town. These associations and organizations shall include the Massachusetts Municipal Auditors and Accountants Association ("MMAAA"), the Massachusetts Government Finance Officers Association ("MGFOA") and the Massachusetts Association of School Business Officials ("MASBO"). This listing of associations and organizations may be amended by mutual consent of the Town and the Finance Director.

## SECTION 8 - INDEMNIFICATION

Pursuant to the applicable provisions of Massachusetts General Laws Chapter 258, as accepted by the Town, the Town shall indemnify and hold harmless the Finance Director from personal financial loss and expense, including reasonable legal fees and costs in an amount not to exceed One Million Dollars (\$1,000,000) arising out of any claim, demand, suit or judgment, by reason of any act or omission occurring in the performance of his official duties and scope of employment, provided that the Finance Director acted in good faith. The Finance Director shall not be so indemnified for a violation of Civil Rights of any person under Federal or State Law, or, if he acted in a grossly negligent, willful or malicious manner. This Section shall survive the termination of the Agreement or removal of the Finance Director. The Town will provide municipal liability insurance coverage under its Public Officers' Liability Insurance Policy for the Finance Director.

## SECTION 9 - OTHER TERMS AND CONDITIONS

The Finance Director shall be eligible for any and all other benefits allowed by any By-Law, rule or regulation of the Town pertaining to non-union employees. The Town shall not, at any time during the term of this Agreement, reduce the salary, compensation or other benefits of the Finance Director, except to the extent that such reduction is evenly applied across the board for all non-union employees of the Town or there is a significant change in his duties resulting from an organizational change. The Town agrees to give ninety (90) days prior notice of any change in organization and/or duties that may affect salary and benefits.

## SECTION 10 - COMPLETENESS OF AGREEMENT

This Agreement contains all of the terms and conditions agreed upon by the parties, and any alterations or variations of the terms of this Agreement shall be invalid unless made in writing and executed by all parties hereto. There are no other understandings, representations, agreements, written or oral, not incorporated herein.

## SECTION 11 - SEVERABILITY

All agreements and covenants contained herein are severable, and if any provision or portion thereof is held to be invalid by a court of competent jurisdiction, then this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this instrument in duplicate on the date and year first written above.

TOWN OF HUDSON

Jeranda Santos  
Witness

By: Thomas Gregory  
Thomas Gregory, Executive Assistant  
Date: 1/31/2023

Neil A. Vaidya  
Witness

Neil A. Vaidya  
Neil A. Vaidya, Finance Director  
Date: January 28, 2023