

Employment Agreement
Between
Town of Norton
and
Catherine VanDyne, Town Collector-Treasurer

AGREEMENT made this 13th day of July, 2017, between the Town of Norton, a duly authorized municipal corporation in Massachusetts in the County of Bristol, acting by and through its Town Manager (hereinafter the "Town"), and Catherine VanDyne (hereinafter the "Town Collector-Treasurer").

1. DUTIES: The Town Collector-Treasurer shall be responsible to and work under the direction of the Town Manager under applicable Massachusetts General Laws, and the Town's By-Laws and rules and regulations. The Town Collector-Treasurer's duties shall include but not be limited to those duties and responsibilities described in the attached position description.

In addition, the Town Collector-Treasurer shall perform the following duties:

1.01 Keep the Town Manager fully informed on the affairs of her Department;

1.02 Prepare monthly activity reports and submit same to the Town Manager;

1.03 RESERVE

1.04 Complete departmental fixed assets inventory on an annual basis and submit same to the Town Manager;

1.05 Prepare annual budget requests in a timely fashion and submit same to the Town Manager;

1.06 Prepare annual capital budget requests in a timely fashion and submit same to the Town Manager;

- 1.07 Prepare Annual Report in a timely fashion and submit same to the Town Manager;
- 1.08 Maintain the posting of legal notices and policies;
- 1.09 Prepare annual department safety audit in a timely fashion;
- 1.10 Professionally maintain all public records and dispose of obsolete records in a timely fashion according to Commonwealth of Massachusetts standards;
- 1.11 Administer her department in accordance with the law, Town policies, and any other duties or reporting requirements of the Massachusetts Department of Revenue in coordination with the Town Manager;
- 1.12 Administer her department in accordance with the statutory responsibilities set forth in Massachusetts General Laws Chapter 41, §§38 and 38A.

2. SPECIFIC ISSUES AND GOALS: The Town Collector-Treasurer acknowledges that the following issues and goals are priorities during this contract period:

2.01 Goal: Develop Administrative Plan

Objective: Assess technical knowledge and skills of staff.

Timeline: Ongoing

Objective: Continue to train staff and institute a defined training curriculum that assures competency in core functions and provides cross training in peer functions as well.

Timeline: Ongoing

2.02 Goal: Human Resources

Objective: Develop and Manage Human Resources Policies and Procedures.

Timeline: July 1, 2018

Objective: Manage the Town's Human Resources web page and create links to all employee benefits and other helpful information.

Timeline: Ongoing

Objective: Negotiate discounted rates for employees and retirees as part of the Town's health and wellness initiative as well as miscellaneous retail/wholesale discounts for employees.

Timeline: Ongoing

2.03 Goal: Tax Titles

Objective: Conduct tax title auction annually.

Timeline: Ongoing

2.04 Goal: Investments

Objective: Develop Investment Plan

Timeline: Ongoing

2.05 Goal: Education

Objective: Maintain Massachusetts Tax Collector Certification and Massachusetts Treasurer Certification.

Timeline: Ongoing

The goals and objectives shall generally be attainable within the time limits specified, within the control of the Town Collector-Treasurer and within the appropriations provided in the Town's operating and capital budgets.

3. TERM: The term of this Agreement shall begin July 1, 2017, and shall terminate on June 30, 2020.

3.01 For purposes of this Agreement, "year" shall mean a complete fifty-two (52) week fiscal year beginning July 1 and ending June 30. Any benefits or compensation earned or accrued on a yearly or annual basis shall be prorated in accordance with the portion of the fiscal year that the Town Collector-Treasurer is employed by the Town.

3.02 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town to terminate the services of the Town Collector-Treasurer at anytime, subject only to the provisions set forth in Section 9 of this Agreement.

3.03 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Collector-Treasurer to resign at any time from her position with the Town, subject only to the provisions set forth in Section 9 of this Agreement.

4. SALARY: The Town Collector-Treasurer shall receive, subject to appropriation by Town Meeting, a salary which, if annualized, will equal the following, provided she has a positive salary review by the Town Manager as provided for in 4.01 for Fiscal Year 2017 and beyond. If the Town Collector-Treasurer does not receive a positive review, she shall be paid the same level as the previous year.

Effective July 1, 2017

The Town Manager shall establish the Town Collector-Treasurer's salary at \$81,120.00 based upon compliance with the provisions of Section 1 of this Agreement and the successful completion of agreed to goals.

Effective July 1, 2018

The Town Manager shall increase the Town Collector-Treasurer's salary to \$83,553.00 based upon compliance with the provisions of Section 1 of this Agreement and the successful completion of agreed to goals.

Effective July 1, 2019

The Town Collector-Treasurer's salary may increase to \$86,060.00 based upon compliance with the provisions of Section 1 of this Agreement and the successful completion of agreed to goals and objectives.

Those salaries will be payable in installments at the same time as other employees of the Town are paid.

4.01 Ninety (90) days after the beginning of Fiscal Years 2018 and 2019, the Town Manager shall conduct an annual salary review, which shall consist of the following: (1) a written statement submitted by the Town Collector-Treasurer to the Town Manager; and (2) a performance evaluation by the Town Manager.

(a) The written statement by the Town Collector-Treasurer to the Town Manager shall include, but is not necessarily limited to, the following:

- (i) A summary of the Town Collector-Treasurer's activities and accomplishments for the previous fiscal year;
- (ii) The goals and objectives of the Town Collector-Treasurer.

The Town Manager may require other information and documentation from the Town Collector-Treasurer.

(b) In connection with the salary review, the Town Manager shall review and evaluate the performance of the Town Collector-Treasurer. Said review and evaluation shall be in accordance with specific criteria, goals, and objectives which are to be developed jointly by the Town Manager and the Town Collector-Treasurer. Said criteria may be added to or deleted as the Town Manager may from time to time determine in his discretion.

Annually, the Town Manager and the Town Collector-Treasurer shall define such goals and objectives for the Town Collector-Treasurer for the proper operation of the Town of Norton and for the attainment of the Town's policy objectives and shall further establish a relative priority among those various goals and objectives. The goals and objectives shall be reduced to writing by the Town Collector-Treasurer ninety (90) days after the beginning of the fiscal year. The goals shall generally be attainable within the time limits specified and within the appropriations provided in the annual operating and capital budgets. Should circumstances warrant a change in the goals and objectives or a change in timelines of those stated herein during the term of this Agreement, the Town Manager and the Town Collector-Treasurer may, by mutual consent, amend Section 2 and Section 4 of this Agreement.

As needed, the Town Collector-Treasurer shall submit reports of her activities undertaken in connection with addressing the agreed goals and performance objectives.

Upon completion of the annual performance evaluation, the Town Manager shall provide the Town Collector-Treasurer with a summary written statement of the findings of the Town Manager and provide an adequate opportunity for the Town Collector-Treasurer to discuss her evaluation with the Town Manager.

4.02 Salary increases will not be awarded unless the Town's review indicates that the Town Collector-Treasurer has performed in a positive fashion.

5. BENEFITS: Except as hereinafter provided or modified, all provisions of the Town's Personnel Administration Plan and all general benefits provided to Town of Norton employees under the General By-Laws, under the Town Meeting action, or by state law, as they now exist or may hereafter be amended or changed, shall apply to the Town Collector-Treasurer. All requests for vacation leave, sick leave, and compensatory time shall be made to the Town Manager on forms provided for said purposes.

5.01 Vacation Leave: The Town Collector-Treasurer will be allowed four (4) weeks paid vacation effective July 1, 2017.

5.02 Health Insurance: The Town Collector-Treasurer shall be eligible to participate in the Town's Group Health and Life Insurance Plan in accordance with Chapter 32B of the General Laws on the same basis as other TOWN employees.

5.03 Sick Leave: The Town Collector-Treasurer shall be entitled to the benefits set forth in the Town's by-laws under Employment Benefits, Section 4 – Leave of Absence with Pay, Sick Leave).

6. HOURS OF WORK/JOB PERFORMANCE: The Town Collector-Treasurer agrees that during normal business hours she will devote her full time and attention to her office. During all hours of her employment, the Town Collector-Treasurer will devote her best efforts to her duties and shall perform her duties in a competent and professional manner. The Town Collector-Treasurer shall maintain office hours during normal business days.

7. PROFESSIONAL DEVELOPMENT: The Town Collector-Treasurer shall be given opportunities to develop her skills and abilities. Accordingly, the Town Collector-Treasurer shall be allowed to attend courses, seminars, and meetings which are approved in advance by the Town Manager without loss of vacation or other leave. The Town may, in its discretion, pay for the cost of such programs. If the Town requires the Town Collector-Treasurer to attend any course, seminar, or meeting, the Town shall pay for the cost of such programs and for travel and subsistence expenses incurred by the Town Collector-Treasurer in attending such programs.

8. GENERAL EXPENSES: The Town Collector-Treasurer shall be reimbursed for any reasonable and necessary expenses incurred in the performance of her official duties. The Town shall pay the Town Collector-Treasurer for her use of her personal vehicle in the course of her duties a mileage allowance in such sum as is paid to all Town

of Norton employees. In addition to this mileage allowance, the Town Collector-Treasurer shall be reimbursed for toll and parking expenses incurred by her in the course of her duties.

9. TERMINATION:

9.01 This Agreement may be terminated by either party as provided below:

- (a) By mutual written agreement, signed by the Town Manager and the Town Collector-Treasurer, upon such terms and conditions as may be acceptable to both parties at the time of termination; or
- (b) The Town may terminate this Agreement and remove the Town Collector-Treasurer for just cause after written notice and hearing. Such hearing shall be closed, unless either the Town Manager or the Town Collector-Treasurer request that such hearing be open to the public. In the event of such removal for just cause, the Town shall have no obligation to pay any severance sum.
- (c) In the event the Town wishes to terminate this Agreement without cause, the Town shall give the Town Collector-Treasurer not less than three (3) months' prior written notice of termination of the Agreement and shall provide severance pay equal to three (3) months' salary to the Town Collector-Treasurer. Said sum to be paid as a lump sum at the time of termination.
- (d) By the Town Collector-Treasurer upon sixty (60) days' written notice to the Town. Until the effective date of termination under such circumstances, the Town Collector-Treasurer shall continue to

perform her duties and shall, if requested, cooperate with the Town in a search for a successor.

9.02 The Town shall give the Town Collector-Treasurer notice by December 31, 2019, if the Town does not desire to renew this Agreement for a term of at least one (1) calendar year of three hundred sixty-five (365) days.

10. NOTICES: Notices pursuant to this Agreement shall be given by first-class mail, postage prepaid, addressed as follows:

TOWN:

Town Manager
Norton Municipal Center
70 East Main Street
Norton, MA 02766

TOWN COLLECTOR-TREASURER:



unless either party hereafter informs the other party in writing of a change of address.

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the postage mark of such written notice as sent by first-class mail.

11. GENERAL PROVISIONS:

11.01 Completeness of Agreement. This Agreement contains all the terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, will be deemed to exist or to bind either of the parties to the Agreement. No representative of any party to the Agreement had or has any authority to make any representation or promise not contained

in the Agreement, and each of the parties to the Agreement acknowledges that such party has not executed the Agreement in reliance upon any such representation or promise. This Agreement cannot be modified except by a written instrument signed by both parties.

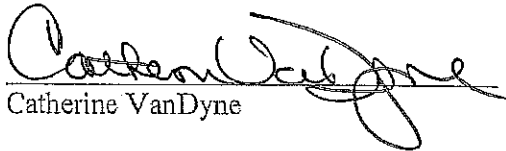
11.02 Severability. If any portion or provision of this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of the Agreement will be deemed severable, will not be affected, and will remain in full force and effect.

11.03 Interpretation of Agreement. The Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

11.04 Employee Status. For purposes of the Fair Labor Standards Act, the Town Collector-Treasurer shall be deemed an exempt employee.

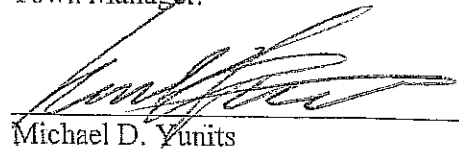
THIS AGREEMENT is executed as a sealed instrument.

TOWN COLLECTOR-TREASURER:


Catherine VanDyne

Dated: 7/13/2017

TOWN OF NORTON
Acting by and through its
Town Manager:


Michael D. Yunits

Dated: 7/13/2017