

AGREEMENT BETWEEN
THE TOWN OF MIDDLEBOROUGH
And
JUDY MACDONALD

Whereas, the Town of Middleborough, acting by and through the Board of Selectmen, (hereinafter the "Town"), and Judy Mac Donald, (hereinafter, "Mac Donald"), are desirous of entering into an employment agreement pursuant to the provisions of G.L. Chapter 41, section 108N1/2;

Whereas, the Town desires to continue to employ Mac Donald as the Treasurer/Collector pursuant to the authority granted to the Board of Selectmen;

Whereas, Mac Donald, is willing to perform the duties of Treasurer/Collector subject to the terms and conditions of this agreement;

Now therefore, in consideration of the covenants and undertakings contained herein, the Town and the Treasurer/Collector hereby agree that the following terms and conditions shall govern salary and fringe benefits payable under this agreement. Said salary and benefits shall be subject to appropriation by Town Meeting.

ARTICLE 1. TERM

- A. This agreement shall be for a term beginning February 26, 2018 and shall remain in effect for three (3) years until February 26, 2021, unless sooner terminated as hereinafter provided. Thereafter, this agreement may be extended as provided by its terms.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Mac Donald to resign at any time upon sixty (60) days written notice to the Board of Selectmen.

ARTICLE 2. DUTIES

- A. As set forth in Massachusetts General Laws, Chapter 41, 44, and 60, Mac Donald will, under the general direction of the Board of Selectmen, have full charge and responsibility for the operation and management of the office of Treasurer/Collector.
- B. Mac Donald will perform all of the duties set forth in the attached job description for the Treasurer/Collector, which is incorporated by reference.

- C. Mac Donald shall be the custodian of all Town funds shall invest such funds per Massachusetts General Laws.
- D. Every two year Mac Donald is responsible hiring and for providing benefits information to an actuary to obtain a GASB 45 Actuarial Valuation (OPEB) Plan.
- E. Mac Donald will meet with Bond rating agency to discuss financial status of Town obtain Bond rating on an on going basis.
- F. Mac Donald will maintain payroll records of all Town employees and retirees. She will administer all benefits including health insurance, life insurance, dental insurance, deferred compensation plan 457 , 403(b) TSA's, and all other benefits.
- G. Mac Donald will provide all reports, accounts and documents reasonably necessary to complete the obligations of the Treasurer/Collector.
- H. Mac Donald shall keep all town offices and departments advised of payroll charges made weekly against appropriations.
- I. Mac Donald will maintain a complete set of books for cash receipts, bank statements, tax and utility receivables, commitments, abatements, Tax Titles accounts, Tax foreclosure's, payroll records and debt records.
- J. Mac Donald will prepare review and submit all financial reports required by the Department of Revenue including performing monthly cash reconciliation, monthly reconciliations of all receivables, prepare Statement of Indebtedness, prepare yearly Schedule DE-1 debt exclusion and all necessary state tax returns including quarterly withholding taxes, monthly sales taxes for Gas and Electric department and school lunch meals tax. She will also prepare and file all necessary paper work with the IRS including ACA documents, 941's, W-2's, and 8038 -G .
- K. Mac Donald will perform all other duties not otherwise herein defined as may be required by the position of Treasurer/Collector by Middleborough Town Charter or as requested by the Board of Selectmen (as well as the Town Manager).

ARTICLE 3. INSURANCE

Mac Donald will continue to be enroll in the Town's health and life insurance programs in accordance with their terms. She will continue on Town's health insurance, the Town will contribute up to 75 % (seventy five percent) of the monthly premium. She will be obligated to pay all other costs associated with the

health insurance, including without limitation the balance of the monthly premium and any co-pays and deductibles. The Town will provide, at its expense, the standard life insurance that it provides other employees under M.G.L. c. 32B.

ARTICLE 4. COMPENSATION/EVALUATION

- A. The annual salary of the Treasurer/Collector during the first year of the agreement shall be \$113,932. (52 weeks).
- B. The second year a 2% increase and a 1% increase in third year of the agreement.
- C. Mac Donald shall be entitled to any cost of living allowances that may be granted to any bargaining unit employees.
- D. Annually, the Board of Selectmen, through the Town Manager, and the Treasurer/Collector shall define such goals, objectives and performance appraisal measures as they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives. The Board of Selectmen, through the Town Manager, shall review and appraise the performance of the Treasurer/Collector annually. This review and appraisal shall be in accordance with the procedure established by the Town Manager.
- E. If the Treasurer/Collector continues in office after the expiration of this Agreement and there is no successor agreement, the Treasurer/Collector will continue to receive the salary in effect at the time.
- F. The Town shall not at any time during the term of the agreement, or any extension, reduce the salary, compensation or other benefits of the Treasurer/Collector except in accordance with the provisions of this agreement.

ARTICLE 5 HOURS OF WORK

- A. Mac Donald hours of work will consist of a 5 day work week and any additional hours reasonably necessary for her to faithfully perform the duties of the position, including but not limited to attendance at meetings, off site work via computer or telecommunications, etc. as needed or required.
- B. It is recognized that the Treasurer/Collectors position is exempt from federal and state statutory provisions governing hours of work and overtime.

ARTICLE 6 BENEFITS

All benefits shall accrue on a fiscal year basis except vacation will continue to accrue on a calendar year basis.

- A. Holidays-- The Treasurer/Collector shall be entitled to twelve (12) paid Holidays as follows:
- | | | |
|------------------|------------------------|------------------|
| New Year's Day | Martin Luther King Day | Presidents Day |
| Patriots Day | Memorial Day | Independence Day |
| Labor Day | Columbus Day | Veteran's Day |
| Thanksgiving Day | Day After Thanksgiving | Christmas |
- B. If a holiday falls on a day that the Treasurer/Collector is using paid vacation, she will be provided with an additional day off with pay.
- C. All holidays falling on a Sunday will be observed on the following Monday. All holidays falling on a Saturday will be observed on the previous Friday.
- D. The Treasurer/Collector will be entitled to three (3) hours off her regular workday on the working days preceding Christmas and New Year's Day.
- E. Mac Donald shall continue be credited with (25) twenty-five vacation days per year. With advance request and approval of the Town Manager, up to a year's vacation may be carried over to the next calendar year. Vacation time will be taken on a schedule that minimizes the disruption to the performance of the duties of Treasurer/Collector.
- F. Mac Donald will continue be granted four (4) personal days, with pay, in each year of the agreement.
- G. In the event that the Treasurer/Collector serves as a juror in a Federal Court or in the Courts of the Commonwealth, she shall receive from the Town the difference between her salary and the compensation she received for such jury services, exclusive of any travel or other allowance; however, she shall receive her full pay for the first three days of service for the Commonwealth of Massachusetts.
- H. Mac Donald shall be granted five (5) days bereavement leave for immediate family members. Immediate family shall include spouse, parents, children, sibling, grandparents, grandchildren and in-laws. Vacation and/or personal days may be used if additional time is required.

- I. Mac Donald shall continue to be eligible for sick leave pursuant to the following schedule, sick leave shall accrue at a rate of one and one-half (1 1/2) days per month, for a maximum of eighteen (18) days per calendar year. Unused sick leave will continue to be accrued from year to year up to a maximum of 225 days. No compensation will be provided for unused sick leave.

ARTICLE 7 AUTOMOBILE EXPENSES

In accordance with the Town's Vehicle Use Policy, the Town shall reimburse Mac Donald at the prevailing per mile Town Rate.

ARTICLE 8 PROFESSIONAL DEVELOPMENT

Mac Donald will be allowed to attend any job-related conferences, meetings and seminars each year without a loss of vacation or other leave, and will be reimbursed by the Town for all reasonable expenses (including travel expenses) incurred while attending or traveling to the aforementioned. Reimbursement will exclude all non-business related expenses.

ARTICLE 9 DUES AND SUBSCRIPTIONS

The Town agrees to pay for Mac Donald job-related professional dues and subscriptions for her continued participation in state and local associations and organizations necessary and desirable for her professional growth and advancement and for the good of the Town.

ARTICLE 10 DEATH DURING TERM OF EMPLOYMENT

If Mac Donald dies during the term of her employment, the Town shall pay to her estate all the compensation which would otherwise be payable to her up to the date of death, including, but not limited to unused personal and vacation days.

ARTICLE 11 INDEMNIFICATION

Pursuant to Chapter 258, section 9 the Town will indemnify the Treasurer/Collector from personal financial loss, all damages and expenses, including legal fees and costs, if any in an amount not to exceed \$1,000,000. (One million dollars) arising out of any claim, action, award, compromise, settlement or judgement of an intentional tort, or by reason of an act or omission which constitutes a violation of civil rights of any person under federal or state law, if the Treasurer/Collector, at the time of such intentional tort or such act or omission, was acting within the scope of her official duties or employment, except that she shall not be indemnified for violation of any such civil rights if she acted

in a grossly negligent, willful or malicious manner. This section shall survive the termination of this Agreement or removal of the Treasurer/Collector for the Treasurer/Collector's acts or omissions that occurred during her tenure as Treasurer/Collector. The Town will provide the Treasurer/Collector liability insurance coverage under its public officers' liability insurance policy.

ARTICLE 12- BONDING

The Town shall bear the full cost of any fidelity or other bonds required of the Treasurer/Collector, in performance of municipal duties.

ARTICLE 13 SUSPENSION, DISCHARGE, and ENDING TOWN'S OBLIGATIONS

- A. Mac Donald shall be entitled to a hearing before the Board of Selectmen or its designee and the right to be represented by counsel, except that this shall only apply to suspensions without pay and/or a discharge.
- B. Mac Donald may appeal any decision to suspend her without pay or discharge her or to end the Town's obligations under the agreement to an arbitrator mutually selected by the Town and Mac Donald. Any appeal must be filed in writing thirty (30) days of Mac Donald's receipt of the Town's decision and it shall specify the grounds for the appeal. Failure to do so will result in a waiver of any appeal.
- C. If Mac Donald and the Town are unable to agree, a labor/employment arbitrator will be selected and the rules of the American issues decided under the procedures and Arbitration Association pertaining to labor and employment disputes.
- D. Mac Donald and the Town shall divide equally the costs of the arbitration, including the arbitrator's fees. Each side shall pay its own legal expenses.

ARTICLE 12 CONTRACT RENEWAL/TERMINATION

- A. The term of this agreement shall be from February 26, 2018 through February 26, 2021.
- B. There will be an automatic extension of the agreement for a single, one year term, from February 26, 2021 through February 26, 2022 under the following conditions:
 - 1. Between October 26, 2020 and November 26, 2020 Mac Donald notifies the Town in writing that the automatic extension date for the agreement is approaching.

2. The Board fails to notify Mac Donald in writing by of its intention not to automatically extend the agreement at the end of its term. The notice may include a statement of the Board's willingness to attempt to negotiate a successor agreement without negating the notice of no automatic extension. Likewise, any subsequent negotiations shall not negate the notice of no automatic extension.
- C. In the event that Mac Donald intends to resign voluntarily at any time following commencement of this Agreement, she shall give the Town sixty (60) days' written notice in advance, unless the parties otherwise agree in writing. In such circumstances, she shall only be entitled to receive compensation due her up to the effective date of her resignation.

ARTICLE 13 GENERAL PROVISIONS

- A. This Agreement is a Massachusetts contract and shall be governed by the laws of the Commonwealth of Massachusetts. If any of the provisions of this Agreement shall be determined illegal by a court of competent jurisdiction, such provision shall be considered null and void and shall not be binding on the parties hereto. In such event, the remaining provisions of this Agreement shall remain in full force and effect.
- B. This Agreement supersedes any and all prior written or oral agreements and constitutes the entire agreement between the parties. No extension or modifications or same shall be effective unless by an instrument in writing duly executed by the parties.

ARTICLE 14 NON-WAIVERS

No addition to, alteration, modification or waiver of any terms or provisions of this Agreement shall be valid, binding, or of any force and effect unless it is made in writing and executed by the parties hereto. The failure by either party in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provisions

IN WITNESS WHEREOF, the parties hereunto set their hands and seal by their
duly authorized representatives this 26 day of Feb., 2018.

TOWN OF MIDDLEBOROUGH

Judy M Mac Donald







