

**TOWN OF CANTON
CONTRACT OF EMPLOYMENT
HUMAN RESOURCES DIRECTOR**

Agreement

This agreement is between the Town of Canton, acting through its Board of Selectmen and Jody K. Middleton (hereafter referred to as the Human Resources Director, or employee). The Town Administrator shall provide day-to-day direction, guidance and supervision to this position – Human Resources Director

SECTION I.

1) TERMS AND CONDITIONS:

- a. This employment agreement's term is July 1, 2018 – June 30, 2021
- b. The position of Human Resources Director is under the direct, day-to-day supervision of Town Administrator on matters relating to municipal human resource(s). The School Superintendent shall provide direct supervision on school related human resource matters. It is also subject to the authority of the Board of Selectmen.
- c. This contract may be extended or renewed by written approval of the Board of Selectmen.
- d. In the event the employee desires to resign from the position of Human Resources Director before the expiration of the aforesaid term of employment, the employee will provide written notice at least thirty (30) calendar days in advance to the Canton Board of Selectmen through its Town Administrator. In the event that the Town decides not to renew this contract at the end of the term stated above, the Town will provide at least thirty days (30) advance notice in writing to the employee of the decision to not renew.
- e. The Town Administrator and Superintendent of Schools may review and evaluate the job performance of the Human Resources Director. Such performance reviews may take place annually. This optional review would be in addition to day-to-day feedback and direction. Failure to perform this optional performance review shall not prejudice the Town in any way.
- f. The Town may discharge the Human Resources Director at any time during the term of this agreement for good cause. In the event the employee is separated/discharged by the Town for any other reason, not related to good cause and before the expiration of the aforesaid term of employment, and during such time the employee is willing and able to perform the duties of the position, the Town agrees to pay a lump sum cash payment, equal to one week's salary for each year the employee has served the Town.
- g. Under the direction of the Town Administrator, duties are as identified in the attached position description (Appendix B) which becomes part of this agreement. The Town reserves the right to modify duties and responsibilities outlined in the position description as determined by the Employer during the term of this agreement.

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2) COMPENSATION

The Town agrees to compensate the Human Resources Director based on a 40 hour work week as follows:

For the period of 7/1/2018 through 6/30/2019 the salary of \$98,295.76 (2% COLA)
Equity Adjustment of \$10,000.00 and then 2% COLA
For the period of 7/1/2019 through 6/30/2020 the salary of \$105,361.67
Equity Adjustment of \$5,000 and then 2% COLA
For the period of 7/1/2020 through 6/30/2021 the salary of \$107,468.91 (2% COLA)

- a. Annual salary payments are to be made in fifty-two (52) equal weekly installment payments.
- b. Overtime. It is understood that this position is a salaried position exempt under the Federal Fair Labors Standards Act. The position may require the Employee to work beyond his/her regular weekly schedule, including nights and weekends, as established by management and/or as needed to fulfill position responsibilities.

3) INSURANCE AND OTHER BENEFITS

- a. **HEALTH – DENTAL INSURANCE:** A plan of medical and dental insurance consistent with M.G.L., Chapter 32 B shall be provided to the employee with 75% paid by the Town and 25% paid by the Employee.
- b. **DISABILITY/LIFE INSURANCE:** The Town agrees to provide reimbursement to the employee for disability and/or term life insurance policy payments not to exceed One Thousand Hundred Dollars (\$1,000) per year during the term of the contract.
- c. **VACATION LEAVE:** The Town agrees to provide the employee in the amount 20 days per year as paid vacation. Time off for vacation is to be taken subject to the approval of the Town Administrator. Vacation time may be carried over from one year to the next year, to a maximum of thirty (30) days. Upon the retirement, termination, resignation or death of the employee, they (or their estate) will be paid the amount of all unused vacation time. Vacation credit to employee accruals shall be made on July 1st of each contract year, in full. The employee may not carry – over more than 30 current year vacation days in any contract year.
- d. **SICK LEAVE:** Sick leave shall accrue at the rate of 1.25 days per month, accumulating without limit, less paid sick leave taken. An employee who retires pursuant to M.G.L. chapter 32 will be entitled to receive salary compensation for Fifty Percent (50%) of unused accumulated sick time or seventy (70) days, whichever is lesser. In the case of death, payment shall be made to the deceased employee's estate, with payment calculated at the current daily rate of pay. In no event shall sick time buy back payment, under this section, exceed five Thousand Dollars (\$5,000.00).

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In addition, the employee is allowed, with the approval of the Appointing Authority, use of accrued sick leave, up to five days per contract year, for family-related sick leave.

Employee may be required, upon request by the Town, to provide a Physician's certificate at any time by the Town for absence(s) of any duration. In addition, employee may be required to be examined by a Town-designated physician to verify need for absence.

- e. **PERSONAL LEAVE:** Granted 3 days per fiscal year. Personal leave days may not be carried over from one contract year to the next contract year.
- f. **RETIREMENT:** Contributory retirement coverage with Norfolk County Retirement Board will be provided, as required by state law.
- g. **TUITION REIMBURSEMENT:** The Town will reimburse the employee for job-related courses taken as part of a degree or certificate program or credit towards maintaining a professional license or professional competency. Books, registration fees, and all other costs will be paid for by the Town, subject to funding availability. Payment will be made after proof of successful course completion is provided. It is agreed that the amount reimbursed to the employee will in no event exceed the departmental available annual appropriation. This provision is subject to the sole discretion of the Town.
- h. **OTHER BENEFITS:** The town will provide the Human Resources Director with the following additional benefits as are conferred upon other Town Employees: workers' compensation, paternity leave, leave of absence, and approved leave(s) with or without out pay as approved by the Town.
- i. **JURY DUTY:** The Employer agrees to make up the difference between the weekly wages and the compensation received for jury duty pay.
- j. **BEREAVEMENT LEAVE** – in the event of death in the immediate family of the employee, the employee shall be granted up to 4 consecutive days leave without loss of pay, to attend the funeral or memorial services. The term immediate family shall include the mother, father, wife, husband, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law, stepparent of either spouse, brother-in-law, or sister-in-law, niece and nephew. In the event of death of the employee's uncle, aunt, or non-relative living in the employee's household for a minimum of one year, the employee shall be granted one (1) day's leave on the day of the funeral.
- k. **TRAVEL** – Use of the Human Resources Director's personal motor vehicle will be reimbursed at the rate established by the Internal Revenue Service (IRS). Parking, tolls, meals and conference expenses as they relate to the performance of the Human Resources Director position duties shall be reimbursable, subject to review by the Town Administrator. All requests for reimbursement shall be submitted in conformity with existing town practices and procedures relating to reimbursement for expenditures.

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1. PROFESSIONAL DUES AND SEMINARS:

The employee is required to maintain his/her professional competency. Educational courses, seminars, and/or meetings approved by the Town are encouraged. The Town shall pay costs related to such attendance subject to funding availability and in its discretion. Prior approval from the Town Administrator is required for such participation to determine funding availability and ensure proper departmental coverage in the absence of the Human Resources Director. Annual membership dues for applicable professional organizations/affiliations shall also be paid by the Town in its discretion. It is the employee's responsibility to seek and request appropriate continuing education/professional licensure/certifications.

m. **PHYSICAL FITNESS PROGRAM:** The Town will reimburse the employee for enrollment at an approved health club facility. The employee must show satisfactory evidence of enrollment and or participation and provide the Town with receipted bills. Reimbursement by the Town will not exceed Five Hundred Dollars (\$500) in any contract year.

n. **HOLIDAYS** – The following days shall be recognized as paid holidays on the day on which they are observed:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Half day preceding Christmas

If any of these days falls on a Saturday, the preceding Friday will be considered the holiday. Holidays falling on a Sunday will be celebrated on Monday.

5. **INDEMNIFICATION** - The Employer shall defend, save harmless and indemnify the Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as Human Resources Director, and consistent with state law. Employer will comprise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Willful torts and criminal acts are excluded, pursuant to state law.

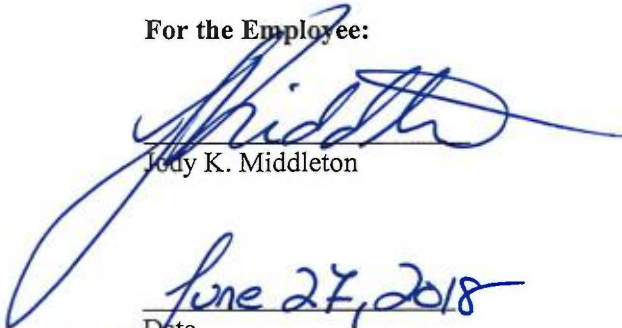
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For the Board of Selectmen:


For the Employee:



Mark J. Porter,
Chairman



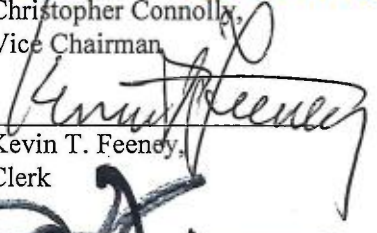
Judy K. Middleton



Christopher Connolly,
Vice Chairman



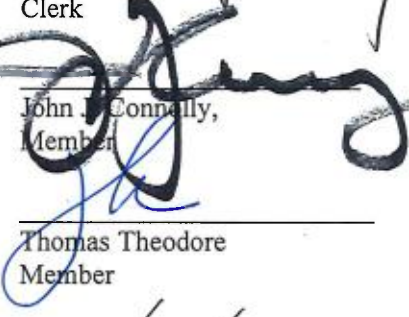
Date



Kevin T. Feeney,
Clerk



John J. Connolly,
Member



Thomas Theodore
Member



Date