

**TREASURER/COLLECTOR EMPLOYMENT AGREEMENT BETWEEN**  
**JEANNE M. SULLIVAN AND**  
**TOWN OF HANSON**

THIS AGREEMENT is entered into this \_\_\_ day of May 2021, by and between the Board of Selectmen for the Town of Hanson (“Town”) and Hanson Treasurer/Collector Jeanne M. Sullivan (“Treasurer/Collector” or “Ms. Sullivan”).

WHEREAS, the Town and the Treasurer/Collector desire to continue their employment relationship under which the Treasurer/Collector performs the duties of the Treasurer/Collector in the administration of the Hanson Treasurer/Collector Department;

WHEREAS, the Town and the Treasurer/Collector want to enumerate the terms of her employment as Treasurer/Collector in this Agreement as allowed by M.G.L. c. 41, section 108N 1/2;

WHEREAS, the Town and the Treasurer/Collector acknowledge the provisions of local and State Law with respect to the duties and obligations of the Town and the Treasurer/Collector as the same may change from time to time;

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

**1. DUTIES**

The administrative control of the Treasurer/Collector Department for the Town shall be the responsibility of the “Treasurer/Collector.” The Treasurer/Collector shall be responsible for the day to day operations of the Treasurer/Collector Department and perform the duties set forth in the attached “Job Duties Addendum.”

**2. TERM**

The Employment Agreement commences on July 1, 2021 and ends on June 30, 2022.

**3. COMPENSATION**

**A. SALARY**

The Treasurer/Collector shall receive an annual salary of \$85,805.00 (Eighty-five thousand and eight hundred and five dollars) for the period of July 1, 2021 – June 30, 2022.

The Treasurer/Collector shall be required to maintain the Certified Governmental Treasurer status as designated by the Massachusetts Municipal Treasurer/Collector's Association, for which she will receive \$1,000 annually.

Unless expressly provided for in another section of this Agreement, the salary payment and stipend encompasses the total compensation due Ms. Sullivan.

## **B. PERFORMANCE REVIEW**

The Treasurer/Collector and the Town Administrator shall meet annually for the purpose of reviewing the Treasurer/Collector's performance of her duties and responsibilities. Results of said review, including deficiencies in any area(s) of performance and any salary increase, if granted, shall be reduced to writing and provided to the Treasurer/Collector during said review.

Said performance review shall be conducted utilizing a Performance Review Evaluation Tool as adopted/revised by the Board of Selectmen.

A salary increase for subsequent years will be negotiated annually based upon the Treasurer/Collector's satisfactory job performance as determined by the Board of Selectmen, and subject to the Town's financial condition.

### **4. CERTIFICATION**

The Treasurer/Collector agrees to maintain all certification and bonding requirements established by the Commonwealth of Massachusetts and any other regulatory agencies.

### **5. HOURS OF WORK**

The position of Treasurer/Collector is a full-time professional position. Except as otherwise authorized, the Treasurer/Collector shall devote such time and effort as is necessary to properly perform the duties and responsibilities of the Treasurer/Collector and this shall include being in the Treasurer/Collector's office during Town Hall hours of operation unless it is necessary to be out of the office on Town business.

### **6. VACATION**

The Treasurer/Collector shall receive twenty-five (25) vacation days each fiscal year.

The Treasurer/Collector shall be entitled to carry over up to five (5) vacation days into the next fiscal year.

The Treasurer/Collector will give the Town Administrator reasonable advance written notice of intent to use vacation time.

The Treasurer/Collector shall designate a member of her staff in charge of the department during such leave.

The Treasurer/Collector shall be paid a lump sum for any unused vacations she has to her credit at the time of termination of her employment.

7. **SICK LEAVE**

Notwithstanding this Sick Leave provision, the parties agree to continue discussions, at either party's initiative, to change the terms of the provision, including providing for a different method of accruing sick leave and, if agreement is reached, to amend the Agreement accordingly.

Sick leave shall be granted in accordance with the following provisions:

- a) Sick days granted numbering one (1) through ten (10) in a given absence shall be under the direct supervision of the Town Administrator.
- b) On the completion of the tenth (10<sup>th</sup>) consecutive sick day in a given absence, the Town Administrator may convene a Board of Review. Said Board will consist of a member of the Board of Selectmen or their designated representative, the Town Administrator and a designated representative of the Treasurer/Collector's choice. The Board of Review shall conduct a hearing on the sick leave in question and by majority vote take action as follows:
  1. Extend the sick leave for a specified amount of time and conduct another hearing upon expiration of the time specified.
  2. Require the Treasurer/Collector to produce a medical certificate and/or order their own examination of the Treasurer/Collector by a recognized medical Doctor at the Town's expense.
  3. Terminate the sick leave. If the Treasurer/Collector remains absent from employment it will be without pay, and the Review Board may recommend disciplinary action to follow.
  4. Make a recommendation that steps be taken to terminate the Treasurer/Collector's employment.
  5. No sick leave shall be refused for an obvious personal injury or illness or for a situation requiring non-elective surgery.
  6. Abuse or falsification of any of the sick leave provision shall be cause for disciplinary action, including termination.

8. **PERSONAL DAYS**

The Treasurer/Collector shall receive three (3) personal days each year.

9. **HOLIDAYS**

The Treasurer/Collector shall be entitled to the following holidays:

New Year's Day	Martin Luther King, Jr. Day
Presidents' Day	Patriots' Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day
Day After Thanksgiving	Christmas Eve (after 12 p.m.)
Christmas Day	

10. **BEREAVEMENT LEAVE**

The Treasurer/Collector shall receive up to five (5) days of bereavement without loss of pay in the event of a death in the employee's immediate family. The immediate family shall be defined as spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandparents of a spouse, grandchild and/or a person in the employee's household.

11. **DEATH DURING EMPLOYMENT**

If the death of the Treasurer/Collector occurs during her term of employment, the Town shall pay to the Treasurer/Collector's estate all of the compensation that would otherwise have been payable to the Treasurer/Collector up to the date of the Treasurer/Collector's death for unused vacation days and personal days.

12. **INDEMNIFICATION**

Pursuant to M.G.L. c. 258, §9, the Town shall defend, save harmless and indemnify the Treasurer/Collector against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties to a maximum of One Million Dollars (\$1,000,000.00), provided that such indemnification shall not apply to civil rights violations resulting from grossly negligent, willful or malicious conduct. 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.

**13. INSURANCE**

**A. Professional Liability**

The Treasurer/Collector shall be covered by any applicable Town of Hanson liability policy in effect at the time of any claim, and the Treasurer/Collector agrees to fully cooperate with the applicable insurer.

**B. Health and Life**

The Treasurer/Collector shall be eligible for all health and life insurance benefits to the same extent and under the same terms as other Department Heads.

**14. DUES AND SUBSCRIPTIONS**

The Town agrees to budget and put an appropriate amount for the professional dues and subscriptions of the Treasurer/Collector for employee's continuation and full participation in national, state, regional, county and local associations and organizations necessary for her continued professional growth and advancement.

**15. PROFESSIONAL DEVELOPMENT**

The Town recognizes its obligations to the professional development of the Treasurer/Collector, and agrees that the Treasurer/Collector shall be given adequate opportunities to develop employee's skills and abilities as a Town Treasurer/Collector. Accordingly, the Treasurer/Collector will be allowed to attend meetings, trade shows and educational courses each year without loss of vacation or other leave and will be reimbursed by the Town for all expenses (including travel expenses). Attendance at educational conventions/conferences shall be approved by the Town Administrator based on cost to Town and sponsorship by professional associations. The Treasurer/Collector also agrees to budget and pay for travel and subsistence expense of the Treasurer/Collector for short courses and seminars that, in her reasonable judgment, are necessary for employee's professional development. Any professional development time must be approved by the Town and shall not be reasonably withheld.

**16. TEMPORARY OR PERMANENT REMOVAL; DISCIPLINE; TERMINATION OF CONTRACT**

A. The Town may suspend or dismiss the Treasurer/Collector from office and terminate employment prior to the expiration of her term for just cause. For the purposes of this Agreement "just cause" shall mean the existence of a reasonable basis for employer dissatisfaction with the Treasurer/Collector, including for lack of capacity or diligence, failure to conform to usual standards of conduct, or other culpable or inappropriate behavior and/or grounds for discharge reasonably related, in the employer's honest judgment, to the needs of the Town. Removal under the provisions of M.G.L. c. 41, section 39B shall also provide just cause for dismissal.

- B. Prior to terminating employment for just cause, the Town shall give written notice to the Treasurer/Collector of its intent to terminate ten (10) days prior to taking any such action. Such notice shall state that the Treasurer/Collector has the right to request a hearing. Upon receipt of a request for such hearing from the Treasurer/Collector, the Board of Selectmen shall schedule a hearing at least three (3) days, and not more than ten (10) days, after receiving the request.
- C. The Treasurer/Collector may appeal any suspension or removal by the Board of Selectmen and/or Town Administrator to an Arbitrator selected under the rules of the American Arbitration Association or otherwise mutually selected by the parties. The decision of the Arbitrator shall be final and binding upon the parties, subject to either party's right to a review under M.G.L. c. 150C. All costs of such arbitration shall be equally borne between the Treasurer/Collector and the Town. Each party shall be responsible for their own attorney's fees.
- D. Expiration of the Contract Term/Non-renewal: The Treasurer/Collector's employment shall expire at the end of the term of this Agreement unless such term or appointment is extended or renewed by the Town. The Town's decision not to renew or extend the Treasurer/Collector's employment at the end of the term of this Agreement shall not be subject to provisions A and B of this article.

Any suspension (during the operative period) removal or non-renewal shall terminate all of the Town's obligations under the terms of this Contract.

**17. MODIFICATION**

No change or modification of this Contract shall be valid unless it shall be in writing signed by both parties.

**18. LAW GOVERNING**

This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

**19. SEVERABILITY OF CONTRACT**

If any provision of this Contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby.

**20. RETIREMENT BENEFITS**

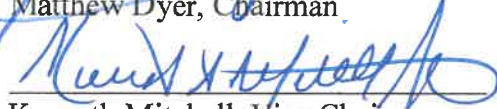
The Treasurer/Collector shall be eligible to participate in the Plymouth County Retirement System.

**21. NO REDUCTION OF BENEFITS**

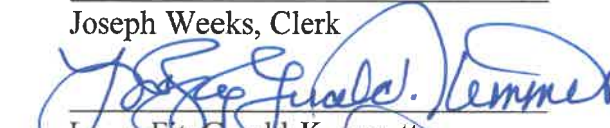
Except as expressly allowed by the other provisions of the Agreement, the Town agrees that it shall not at any time during this contract reduce the Salary, Compensation, or any other benefits of the Treasurer/Collector, except to the extent that such reduction is evenly applied across the board for all Department Heads of the Town or Town Meeting does not appropriate sufficient funds.

BOARD OF SELECTMEN

  
Matthew Dyer, Chairman

  
Kenneth Mitchell, Vice Chairman

Joseph Weeks, Clerk

  
Laura FitzGerald-Kemmett

  
James Hickey Date

TREASURER/COLLECTOR

  
Jeanne M. Sullivan 5/24/21  
Date

## JOB DUTIES ADDENDUM

The administrative control of the Treasurer/Collector Department for the Town shall be the responsibility of the "Treasurer/Collector." Duties shall include, but not be limited to the following:

Discharges the statutory duties of Treasurer/Collector for the Town of Hanson with responsibility for distributing all municipal funds, after approval by established authorities.

Plans, organizes, directs and participates in the application of tax collection procedures, including tax title foreclosure procedures as established by state law and internal directives.

Is accountable for all monies of the Town of Hanson, both receivables and expenditures, as well as the investment of idle funds to cover payables. Deals with Massachusetts Bureau of Accounts regarding borrowing. Coordinates closely with the Town Accountant on the validation of reconciliations.

Responds to citizen requests for information concerning calculation of tax bills, payment schedules, municipal lien certificates and other matters relating to municipal collections.

Maintains a large number of detailed records on accounts receivable to the Town. Records are maintained on the computer and in manually kept ledgers. Prepares and coordinates the preparation of the municipal reports on taxes received and outstanding.

Responsible for the preparation of the town employee payroll.

Maintains and administers the Group Health Insurance Plans for the Town. At the request of the Town Administrator, serves as Town's representative to the Mayflower Municipal Health Group or any other health group in which the Town participates.

Makes financial projections as to anticipated revenue.

Responsible for the preparation of the departmental budget and the Town's debt service.

Maintains accurate fiscal records and prepares financial reports in accordance with state statutes and regulations, including reports for audit purposes.

Maintains Treasurer's Cash Book, records of tax title accounts, foreclosure accounts, trust fund accounts and bank statements monthly. Reconciles all accounts with the Town Accountant monthly. Negotiates all borrowing for the Town with the approval of the Selectmen. Issues temporary notes, compiles all information needed for bond statements in coordination with Town Clerk and Bond Counsel, with Selectmen's approval. Pays all bond and note payments when due. Negotiates tax and bond anticipation notes.

Supervises the preparation of a variety of accounting reports required by state and federal law, including weekly tax withholding, quarterly tax reports, and monthly cash balance reports and assures that all reports meet requirements. Issues W2 forms.



Negotiates long and short-term borrowing and prepares prospectuses and financial statements.

Trains staff in the Town Treasurer/Collector's office to assure continuity of performance and accountability and in furtherance of a plan for a staff member(s) to be qualified to temporarily, or permanently, perform duties of the Treasurer/Collector. Educational opportunities for professional development will be offered to the Treasurer/Collector's assistant staff as provided by the Department of Revenue and the Massachusetts Collectors & Treasurers Association with the goal of attaining certification status as either a Certified Massachusetts Municipal Assistant Treasurer or a Certified Massachusetts Municipal Assistant Collector.

After receiving warrant from Assistant Assessor, sends out tax bills.

Responsible for the preparation and administration of the department's annual operating budget including health insurance.

Provides administrative support to auditors regarding the completion of the Town's annual audit.

Responsible for the preparation of reports for the State Department of Revenue (D.O.R.) as well as the Town's Annual Report.

Other related duties as assigned by the Town Administrator and/or Board of Selectmen.

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