

01/13/23
Town Acct
Town Mgr
Acct Dep
mgr

EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF NORTON
AND
JAMES PUELLO, TOWN ACCOUNTANT

AGREEMENT made this 12th day of January, 2023, between the Town of Norton, a duly authorized municipal corporation in Massachusetts in the County of Bristol, acting by and through its Select Board (hereinafter the "Town") and in accordance with Massachusetts General Laws Chapter 41, § 108N, and Article 3, Section 2(d), of the Town Charter, and James Puello (hereinafter the "Town Accountant").

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

In addition, the Town Accountant shall perform the following duties:

- 1.1 Keep the Town Manager fully informed on the affairs of his Department;
- 1.2 Prepare monthly activity reports and submit same to the Town Manager;
- 1.3 Prepare monthly time reports for his employees and submit same to the Town Manager;
- 1.4 Prepare subordinate employee evaluations in a thorough and timely fashion;
- 1.5 Complete departmental fixed assets inventory on an annual basis and submit same to the Town Manager;

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

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

1.8 Prepare Annual Report in a timely fashion and submit same to the Town Manager;

1.9 Maintain the posting of legal notices and policies;

1.10 Prepare annual department safety audit in a timely fashion;

1.11 Professionally maintain all public records and dispose of obsolete records in a timely fashion according to Commonwealth of Massachusetts standards;

1.12 Complete year-to-date revenue and expenditure reports within fifteen (15) working days of the close of the previous month, with the exception of the June report which shall be completed within forty-five (45) days of the close of the fiscal year, and submit same to the Town Manager. Variances due to delays in reporting of revenues to the Town Accountant will be noted in the monthly activity reports referred to in Section 1.2 of this Agreement;

1.13 Conduct the pre-audit of payrolls, purchase orders, and expense disbursements to ensure they are in compliance with the law and with Town policies;

1.14 After the close of the Town's fiscal year, promptly prepare a year-end report of the Town's financial status and submit same to the Town Manager;

1.15 Administer his 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;

1.16 Administer his department in accordance with the statutory responsibilities set forth in Massachusetts General Laws Chapter 41, §§55-61.

2. SPECIFIC ISSUES AND GOALS: The parties recognize the possibility of the Town converting to, pursuant to M.G.L. c. 43C, §11, a Municipal Finance Department. Should that occur during the term of this Agreement, the parties agree to reopen the terms of this Agreement to renegotiate the provisions of same to account for the additional duties and responsibilities that would accompany a transition to a Municipal Finance Department.

3. TERM: The term of this Agreement shall begin July 1, 2023, and shall terminate on June 30, 2026.

3.1 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 Accountant is employed by the Town.

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

3.3 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Accountant to resign at any time from his position with the Town, subject only to the provisions set forth in Section 9 of this Agreement.

4. SALARY: Subject to appropriation by Town Meeting, the Town Accountant shall receive a salary which, if annualized, will equal the following, provided he has a positive salary review by the Select Board as provided for in 4.1 for Fiscal Year 2023 and beyond. If the Town

Accountant does not receive a positive review, he shall be paid the same level as the previous year.

| | |
|------------------------|--|
| Effective July 1, 2023 | The Select Board shall establish the Town Accountant's salary at \$135,377. |
| Effective July 1, 2024 | The Select Board shall establish the Town Accountant's salary at three (3%) two (2%) percent above the Fiscal Year 2024 rate. |
| Effective July 1, 2025 | The Select Board shall establish the Town Accountant's salary at three (3%) two (2%) percent above the Fiscal Year 2025 rate. |

Effective July 1, 2024, the Town Accountant shall be eligible to receive an incentive increase for exceptional performance or increased duties each year as determined by the Town Manager and in an amount up to a maximum of an additional two (2%) ~~three (3%)~~ percent, subject to funding availability.

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

4.1 Ninety (90) days after the beginning of Fiscal Year 2025, the Select Board shall conduct an annual salary review, which shall consist of the following: (1) a written statement submitted by the Town Accountant to the Select Board; and (2) a performance evaluation by the Select Board and the Town Manager.

- (a) The written statement by the Town Accountant to the Select Board shall include, but is not necessarily limited to, the following:
 - (i) A summary of the Town Accountant's activities and accomplishments for the previous fiscal year;
 - (ii) The goals and objectives of the Town Accountant.

The Select Board may require other information and documentation from the Town Accountant.

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

Annually, the Select Board, the Town Manager, and the Town Accountant shall define such goals and objectives for the Town Accountant for the proper operation of the Town of Norton and for the attainment of the Select Board'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 Accountant 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 Select Board, the Town Manager, and the Town Accountant may, by mutual consent, amend Section 2 and Section 4 of this Agreement.

The Town Accountant shall submit quarterly during the fiscal year his activities undertaken in connection with addressing the agreed goals and performance objectives.

Upon completion of the annual performance evaluation, the Chairman of the Select Board and the Town Manager shall provide the Town Accountant with a summary written statement of the findings of the Select Board and the Town Manager and provide an adequate

opportunity for the Town Accountant to discuss his evaluation with the Select Board and the Town Manager.

4.2 Salary increases will not be awarded unless the Town's review indicates that the Town Accountant 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 Accountant. All requests for vacation leave, sick leave, and compensatory time shall be made to the Town Manager on forms provided for said purposes.

5.1 Vacation Leave: The Town Accountant shall be entitled to the benefits set forth in the Town's by-laws under Employment Benefits, Section 1 – Paid Vacations.

5.2 Health Insurance: The Town Accountant 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.

5.3 Sick Leave: The Town Accountant 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).

5.4 Deferred Compensation. The TOWN agrees to contribute \$3,000.00 per year to be used for the Town Accountant's participation in the Town's Section 457 Plan, a variable annuity purchased by the Town Accountant for his benefit, or any like deferred compensation program of the Town Accountant's choice. The Town Accountant may also elect to make a contribution on an annual basis from his salary or from sources outside his salary. This benefit

shall be payable each fiscal year and processed in accordance with the Town Accountant's written request to the Town.

5.5: Stipend:

(a) Effective July 1, 2020, the Town agrees to pay the sum of \$2,500.00 per year to the Town Accountant as consideration for continuing educational training and maintaining his Massachusetts Town Accountant Certification.

(b) Effective July 1, 2023, the Town agrees to pay the sum of ~~\$2,500.00~~ \$3,000.00 per year for oversight of the MFN District cash reconciliations.

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

7. PROFESSIONAL DEVELOPMENT: The Town Accountant shall be given opportunities to develop his skills and abilities. Accordingly, the Town Accountant 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 Accountant 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 Accountant in attending such programs.

8. GENERAL EXPENSES: The Town Accountant shall be reimbursed for any reasonable and necessary expenses incurred in the performance of his official duties. The Town shall pay the Town Accountant for his use of his personal vehicle in the course of his duties a

mileage allowance in such sum as is paid to all Town of Norton employees. In addition to this mileage allowance, the Town Accountant shall be reimbursed for toll and parking expenses incurred by him in the course of his duties.

9. TERMINATION:

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

- (a) By mutual written agreement, signed by the Select Board and the Town Accountant, upon such terms and conditions as may be acceptable to both parties at the time of termination; or
- (b) By the affirmative votes of four members of the Select Board, the Town may terminate this Agreement and remove the Town Accountant for just cause after written notice and hearing. Such hearing shall be closed, unless either the Board or the Town Accountant requests 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 Accountant not less than three (3) months' prior written notice of termination of the Agreement and shall provide severance pay equal to six (6) months' salary to the Town Accountant. Said sum to be paid as a lump sum at the time of termination.
- (d) By the Town Accountant upon sixty (60) days' written notice to the Board. Until the effective date of termination under such circumstances, the Town Accountant shall continue to perform his duties and shall, if requested, cooperate with the Board in a search for a successor.

9.2 The Town shall give the Town Accountant notice by December 31, 2022, 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: Chairman, Select Board
Norton Municipal Center
70 East Main Street
Norton, MA 02766

TOWN ACCOUNTANT: James Puello
14 Grove Road
Cumberland, RI 02860

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:

11.1 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.

11.2 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.

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

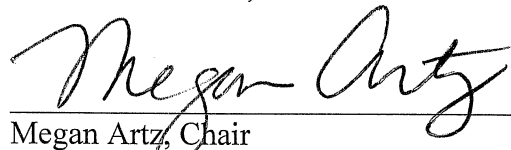
11.4 Employee Status. For purposes of the Fair Labor Standards Act, the Town Accountant shall be deemed an exempt employee.

THIS AGREEMENT is executed as a sealed instrument.

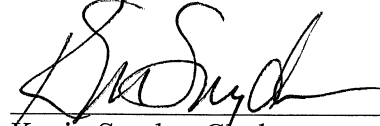
TOWN ACCOUNTANT

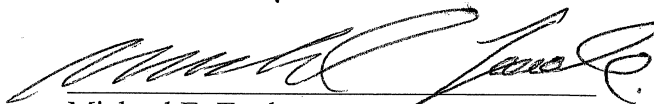

James Puello

TOWN OF NORTON,
Acting by and through its
SELECT BOARD,


Megan Artz, Chair

Vice Chair


Kevin Snyder, Clerk


Michael E. Toole

Steven Hornsby

Date: 1/11/23

Date: 01/12/23