

**EMPLOYMENT AGREEMENT
AND
RELEASE OF ALL CLAIMS
BETWEEN
THE TOWN OF UPTON
AND
SANDRA HAKALA**

NOW COMES the Town of Upton acting by and through its Town Manager and Sandra Hakala who herby agree as follows:

WHEREAS it is the desire of the Town Manager, acting on behalf of the Town, to employ the services of Sandra Hakala as the Human Resources Director;

WHEREAS, it is the desire of the Manager to negotiate for the benefits, establish certain conditions of employment and provide a just means for terminating Ms. Hakala's services; and

NOW THEREFORE, be it agreed by Sandra Hakala and the Manager, that the employment relationship between Ms. Hakala and the Town shall be governed in accordance with the terms and conditions of this agreement ("Agreement"):

1. Term

This Agreement shall become effective February 13, 2024 and shall be in full force and effect until February 13, 2027.

2. Functions and Duties of Ms. Hakala

During the term of this agreement Ms. Hakala shall serve in the capacity as Human Resources Director. Ms. Hakala shall perform the duties as assigned by the Town Manager as set forth in the position description attached and marked as "A." Ms. Hakala will devote those hours that are reasonably necessary for the completion of assigned tasks at such times and locations as assigned by the Town Manager. For the purposes of the FLSA, Ms. Hakala shall be considered an Exempt Employee.

3. Promise of No Retaliation

The Town agree that its agents, servants and employees and all elected or appointed officials will not engage in any act of retaliation against Ms. Hakala and further agrees that they will not engage in any unlawful discrimination of any kind.

4. Salary

February 13, 2024 \$105,500	July 1, 2025 \$105,500 Plus COLA and Merit	July 1, 2026 Previous Year Salary Plus COLA and Merit
Ms. Hakala shall also continue to receive a yearly stipend of \$2,500	Ms. Hakala shall also continue to receive a yearly stipend of \$2,500	Ms. Hakala shall also continue to receive a yearly stipend of \$2,500

5. Other Employment benefits

- A. During the term of her employment Ms. Hakala will continue to receive and accrue all benefits as a full-time employee according to the Town's Personnel Policy. The parties agree that Ms. Hakala currently has 225.5 hours sick days and 100.6 vacation days on the books.
- B. During the term of this agreement, Ms. Hakala shall receive insurance benefits on the same basis as all other town employees.
- C. At the time of separation of employment Ms. Hakala shall be entitled to buy out of benefits on the same basis as all other town employees.
- D. During the term of the agreement, Ms. Hakala will be allowed to work remotely one day per week on Friday.
- E. Ms. Hakala will receive a monthly stipend of \$75.00 to cover cell phone costs.

F. At the time of separation of employment Ms. Hakala shall be entitled to retirement benefits in accordance with G.L. c 32.

6. Termination of Agreement

A. Ms. Hakala may terminate this agreement on thirty (30) days' notice to the Town. The Town may terminate Ms. Hakala for just cause as defined by Section 2.4-2 of the Town of Upton Personnel Policy & Procedure Manual. If removed without cause, the Town shall provide a severance payment based on the then current annual rate of compensation, equal to the remaining term of the agreement, and provide one hundred percent of the premium cost for health insurance for the remaining term of the agreement. This shall be paid in one lump sum, less usual and customary withholdings. Ms. Hakala shall also be compensated for accrued but unused sick vacation time.

7. Non-Disparagement

The Town and Ms. Hakala mutually agree that they will make no statement which would negatively affect the good name or reputation of the other; provided, however, that nothing in this agreement shall prohibit either Ms. Hakala or Town officials from making comment in a public forum on matters of public interest, including the operation of Town Departments, Boards and Commissions.

8. Indemnification

The Town shall defend, save harmless and indemnify the Ms. Hakala against any tort, professional liability, claim or demand, or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties,

even if said claim has been made following her termination from employment, provided that Ms. Hakala acted within the scope of her duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to Ms. Hakala. The Town shall reimburse Ms. Hakala for any attorney's fees and costs incurred by her in connection with such claims or suits involving Ms. Hakala in her professional capacity. This section shall survive the termination of this Agreement.

9. Release of All Claims and Waiver

In further consideration of the terms set forth in this Agreement, Ms. Hakala hereby releases and forever discharges the Town and its agents, servants, and employees, individually or in their official capacities (collectively, the "Releasees"), from any and all debts, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, and any and all claims, demands and/or liabilities whatsoever of every name and nature, and whether known or unknown to, or suspected or unsuspected by Ms. Hakala (collectively, "claims"), both at law and in equity up to the date of this Agreement.

This release of all claims includes, but is not limited to, all claims under Chapter 31 of Massachusetts General Laws; the Massachusetts Civil Rights Act, M.G.L. c. 12, §§11H-11I; the Massachusetts Fair Employment Practices Act, M.G.L. c. 151B, §1 *et seq.*; the Massachusetts Equal Rights Act, M.G.L. c. 93, §102 and M.G.L. c. 214, §1C; the Massachusetts Labor and Industries Act, M.G.L. c. 149, §1 *et seq.*; the Massachusetts Privacy Act, M.G.L. c. 214, §1B, the Massachusetts Tort Claims Act, M.G.L. c. 258; the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621, *et seq.* ("ADEA"); the Americans with Disabilities Act, 42 U.S.C. §12101, *et seq.*, Title VII of the Civil Rights of 1964, as amended, 42 U.S.C. §2000e. *et*

seq.; Chapter 140, Section 131 and related sections of and related sections of Massachusetts General Laws; 42 U.S.C., § 1983; the Fair Credit Reporting Act; 15 U.S.C. 211681 et seq., and the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. 1001 et seq., which Ms. Hakala has against the Releasees as of the date of this Agreement, or ever had against the Releasees from the beginning of time through the execution date of this Agreement, or any other claim against the Town or the facts that gave rise to her claim, excluding claims concerning any pension benefits or claims to enforce this Agreement.

This release of all claims also includes all common law claims, including, but not limited to, claims of intentional or negligent infliction of emotional distress, wrongful discharge, claims for severance pay, interest, attorney’s fees, costs, and reinstatement of employment with the Town, or any other claim arising out of, or otherwise related to, Ms. Hakala’s employment, or separation from employment, with the Town, or the facts that gave rise to her separation from employment. This Release does not include and shall not preclude (a) any rights to any vested benefits or rights under any retirement plans, or health insurance retiree benefit plans that Ms. Hakala is eligible for; (b) rights, if any, to defense and indemnification from the Town for actions taken by Ms. Hakala in the course and scope of her employment with the Town; and (c) any claims arising solely after the execution of this.

10. Waiver of Rights and Claims under the ADEA

As Ms. Hakala is 40 years of age or older, she is hereby informed, in writing, that she has or may have specific rights and/or claims under the Age Discrimination in Employment Act of 1967, as amended (ADEA).

a. *Waiver in Exchange for Consideration.* Ms. Hakala agrees that, in consideration for the terms of this agreement, to which she would not otherwise be entitled, she

specifically and voluntarily waives any rights and/or claims under the ADEA she might have against the Releasees to the extent such rights and/or claims arose prior to the date this Agreement was executed. Ms. Hakala also waives such rights and/or claims under the state counterpart of the ADEA, pursuant to M.G.L. c. 151B.

b. *No Waiver of Claims Arising after Execution of Agreement.* Ms. Hakala understands and agrees that she is not waiving any rights or claims under the ADEA that may arise after the date of this Agreement is executed.

c. *Knowing and Voluntary.* Ms. Hakala agrees that she has carefully read and fully understands all of the provisions of this Agreement, and she knowingly and voluntarily agrees to all of the terms set forth in this Agreement. Ms. Hakala acknowledges that in entering into this Agreement, she is not relying on any representation, promise or inducement made by the Town or its attorneys, with the exception of those promises described in this document.

d. *Opportunity to Consult Legal Counsel.* Ms. Hakala agrees that she has been advised, in writing, to consult with legal counsel, or any other person of her choosing, before signing the Agreement. Ms. Hakala acknowledges that she has not been subject to any undue or improper influence interfering with the exercise of her free will in deciding whether or not to consult with counsel prior to signing the Agreement.

e. *Review.* Ms. Hakala has waived any review period.

f. *Revocation.* Ms. Hakala has seven (7) days from the date of signing to revoke her acceptance.

11. Legal Counsel

Ms. Hakala acknowledges that, by this Agreement, she has been advised, in writing, that she has the right to consult legal counsel prior to signing the Agreement. Ms. Hakala further

acknowledges that she has been represented by counsel and to the extent she has wished to consult with legal counsel, she has done so.

12. Completeness of Agreement

This Agreement contains all of the terms and conditions agreed upon by the parties with reference to the subject matters contained herein. No other agreement, oral or otherwise, will be considered to exist or to bind either of the parties. No representative of either party to this Agreement had, or has, any authority to make any representation or promise not contained in this Agreement, and each of the parties to this Agreement acknowledges that such party has not executed this Agreement in reliance upon any such representation or promise. This Agreement cannot be modified, except by a written instrument signed by all parties. This agreement shall inure to the benefit of Ms. Hakala's heirs.

13. Voluntary Execution

Ms. Hakala acknowledges that she has thoroughly read this Agreement, that she understands it, and that she is entering into it of her own free will.

14. Interpretation and Enforcement of Agreement

This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts and enforced by the courts located in the Commonwealth of Massachusetts.

15. Execution

This Agreement may be executed in two or more duplicate counterparts, each of which shall be treated as an original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement, it shall not be necessary

to produce more than one such counterpart. This agreement may be executed by electronic signature.

Section X No Reduction in Benefits

The Town shall not at any time during the term of the Agreement reduce the salary, compensation, or other benefits of the Human Resource Director.

Section XI Notices

Notices pursuant to this Agreement shall be made as follows:

Town: c/o Town Manager
 Town of Upton
 One Main Street Box 1
 Upton, MA 01568

Human Resources Director
Ms. Sandra Hakala
36 Church Street
Upton, MA 01568

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 date of deposit of such written notice in the course of transmission in the United States Postal Service.

SANDRA HAKALA

Sandra Hakala

THE TOWN OF UPTON
ACTING BY AND THROUGH ITS
TOWN MANAGER



908766_2/30250/0002

Signature: Sandra Hakala
Sandra Hakala (Mar 13, 2024 11:40 EDT)

Email: sandrajhakala@gmail.com

KP-#908766-v2-UPTN-HR_3_13_24_final_MOA

Final Audit Report

2024-03-13

Created:	2024-03-13
By:	timothy burke (ATTYTMB@AOL.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7rY-ICOILr66K1LVjvMcZShW7QTUDPuv

"KP-#908766-v2-UPTN-HR_3_13_24_final_MOA" History

-  Document created by timothy burke (ATTYTMB@AOL.COM)
2024-03-13 - 3:18:45 PM GMT- IP address: 96.237.104.155
-  Document emailed to sandrajhakala@gmail.com for signature
2024-03-13 - 3:19:20 PM GMT
-  Email viewed by sandrajhakala@gmail.com
2024-03-13 - 3:37:59 PM GMT- IP address: 66.249.83.37
-  Signer sandrajhakala@gmail.com entered name at signing as Sandra Hakala
2024-03-13 - 3:40:04 PM GMT- IP address: 75.131.73.106
-  Document e-signed by Sandra Hakala (sandrajhakala@gmail.com)
Signature Date: 2024-03-13 - 3:40:06 PM GMT - Time Source: server- IP address: 75.131.73.106
-  Agreement completed.
2024-03-13 - 3:40:06 PM GMT



Adobe Acrobat Sign

HUMAN RESOURCES DIRECTOR

Position Purpose:

The purpose of this position is to provide administrative, management, and professional work in directing and supervising the personnel systems of the Town of Upton including benefits, recruitment and retention, workplace safety, labor relations, training, and employee recognition; all other related work as required. Responsibilities require the exercise of independent judgment, technical knowledge of the specific area of assignment and of overall Town and community activities; perform all other related work as required.

Supervision:

Supervision Scope: Exercises independent judgment and initiative in the planning, administration and execution of duties of a diverse nature, from routine to complex, requiring a high degree of motivation and thorough knowledge of departmental operations to complete tasks at hand, and to analyze the facts or circumstances surrounding individual problems in situations not clearly defined by precedent or established procedures. Responsible for the development and direction of personnel policies, payroll and benefits for all active employees and retirees

Supervision Received: Works independently with a high degree of initiative in establishing own work plan to complete work in accordance with federal, state and local laws, town/departmental objectives, policies and industry standards; only unusual cases are referred to Town Manager.

Supervision Given: Supervises volunteers for special projects and provides direction to the administrative staff. Provides general guidance to all department heads regarding matters of human resources policies and procedures.

Job Environment:

This is an office-based job in a dynamic municipal office, and work is generally performed under typical busy office conditions with frequent interruptions. Frequently required to work outside of normal business hours for meetings.

Operates computer, typewriter, calculator, telephone, copier, facsimile machine, and all other standard office equipment.

Makes frequent contact with town employees, supervisors, managers, insurance providers, health care and dental care providers, and retirees. Frequent contact with Town legal counsel, banks, pension administrators, vendors, and representatives of

outside organizations. Contacts are by phone, email, in person and or written correspondence requiring excellent interpersonal skills and often some persuasiveness and resourcefulness to influence the behavior of others.

Has access to confidential information including all town personnel records including highly personal information about employees, retirees and families, background checks, medical records, personal information regarding citizens, and legal action, all of which requires the application of appropriate judgment, discretion and professional protocols.

Errors in judgement or performance could have adverse effects on the Town;s ability to provide services, result in considerable confusion and delay of personnel and benefit matters, , and have significant financial and legal repercussions and adverse public relations.

Essential Functions:

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

Responsible for all personnel management from overseeing and participating in the recruitment and selection of new employees to termination and/or retirement proceedings. Prepares and maintains secure employee files for active and retired employees including dependents and survivors. Includes hiring process, pre-employment physicals, reference checks, CORI processing, all benefit related functions and record keeping for active and retired town employees and their dependents, including health, dental and life insurance, FSA, COBRA, deferred compensation, and all retiree pension programs. Includes all terminations and retirement processes, COBRA certifications, unemployment claims and retiree deaths.

Responsible for developing, recommending, implementing, and maintaining HR procedures and policies to ensure that the Town is in compliance with applicable labor laws and regulations and to promote safety and job satisfaction.

Participates in developing department goals, objectives, and systems.

Monitors and ensures the organization's compliance with federal, state, and local employment laws and regulations, and recommended best practices; reviews and modifies policies and practices to maintain compliance. Serves as the primary contact

with Town HR legal counsel and recommends or requires corrective action when necessary.

Develops, recommends, and implements personnel policies and procedures; prepares and maintains handbook on policies and procedures; Assists with the maintenance, dissemination, and consistent application of personnel bylaws, policies, procedures, and collective bargaining agreements.

Assist with the labor relations and collective bargaining strategy with the Town Manager and Board of Selectmen. Assist the Town Manager in preparing and negotiating union contracts and in resolving labor relations issues, grievances, arbitrations, and disputes.

Administers the administration of human resource programs including, but not limited to, compensation, benefits, and leave; disciplinary matters; disputes and investigations; performance and occupational health and safety; and training and development.

Implements and annually updates the compensation program; rewrites job descriptions as necessary; conducts annual salary surveys monitors the performance evaluation program and revises as necessary.

Manages and implements yearly open enrollment activities with employees and vendors. Directs, plans, and performs the benefits administration (group health, dental, short-term and long-term disability, worker's compensation, life insurance, flexible spending plan, health reimbursement account, retirement plans, etc.) to include claims resolution, change reporting, approving invoices for payment, annual re-evaluation of policies for cost-effectiveness.

Educes and counsels all Town employees regarding benefit plan features and options; resolves problems that arise in obtaining benefits; communicates and coordinates with benefit providers and vendors as necessary.

Coordinates and moderates the Insurance Advisory Committee meetings. Conducts employee benefit orientations for all departments to answer questions, collect open enrollment packets, process changes. Answers all employee and dependent benefit related questions.

Manages employee software set up and database including employee profiles, earning and deduction information. Implements contract obligations within the payroll system to monitor accurate accruals of vacation, sick and personal time. Determines and monitors

FLSA earnings, Section IIIF and Worker's Compensation earnings, reconciling insurance payments. Works closely with insurance providers on case management and administrative services for workers' compensation regarding medical records and maintains secure files. Provides FMLA certifications to all employees and monitors fit for duty releases.

Conducts recruitment effort for all exempt, nonexempt and temporary workers; writes and places advertisements; works with supervisors to screen and interview candidates; conducts reference check; extends job offers; conducts new-employee orientations; conducts exit interviews. Manages the onboarding and facilitates departmental orientation. Ensures recruitment and hiring activities are performed in compliance with applicable laws and regulations.

Responsible for employee development and to promote employee job satisfaction via a variety of methods, including designing and administering employee benefit programs, personal development, positive and effective communication, and timely response to employee complaints and concerns. Recommends employee training and organizational development programs as necessary. Includes establishing personal rapport with departments and individuals within the complexity of multiple unions as well as identifying, evaluating and resolving employee morale, work performance and organizational productivity concerns. Works closely with department heads on confidential personnel matters. Provides managers with essential reporting and guidance to help them in managing their employees. Requires constant personal development to remain abreast of new laws and regulations.

Attends professional development meetings and workshops to stay abreast of current trends and statutory changes in the field.

Maintains organizational charts and employee directory.

Performs similar or related work as required, directed or as situation dictates.

Recommended Minimum Qualifications:

Education and Experience:

Bachelor's degree in related field and at least seven to ten years of progressively responsible experience within a municipal government office including benefits administration, human resources and contract negotiations; experience working in an

analytics driven organization with complex personnel and legal issues; or any equivalent combination of education and experience.

SHRM Certified Professional (SHRM-CP) or Senior Certified Professional (SHRM-SCP) credential desirable.

Knowledge, Ability and Skill:

Knowledge: Good working knowledge of the Town's bylaws, policies and procedures. Familiarity with pertinent state and local laws relating to departmental operations preferred. Must have knowledge of local, state, and federal personnel laws and regulations pertaining to municipal employees. Knowledge of municipal government and the Commonwealth of Massachusetts helpful. Knowledge of a unionized workplace is helpful. Thorough knowledge of office procedures, practices and terminology necessary. Knowledge of computer applications for accounting and finance.

Ability: Ability to maintain highly confidential information. Ability to organize time and prioritize to meet deadlines must work independently and prioritize tasks. Ability to work with close attention to detail.

Excellent interpersonal skills and the ability to establish and maintain effective and harmonious working relationships with town officials and departments, members of the banking community, benefits providers, and all town employees.

Proven conflict resolution skills with a diverse population. Ability to be successful working from a context of influence vs. authority. Able to work alone on a wide variety of projects. Ability to assist in negotiations and contract agreements.

Ability to establish and maintain complex personnel record keeping systems. Ability to prioritize multiple tasks and deal effectively with interruptions, often under considerable time pressure. Ability to prepare complex financial reports. Ability to operate standard office equipment.

Skill: High level of skill in computers and appropriate software applications including demonstrated proficiency in MS Word, PowerPoint and Excel. Municipal financial and personnel management software knowledge preferred. Aptitude for numbers and details. Excellent organizational and negotiation skills. Strong project management, time management and leadership skills. Solid problem solving and business skills. Skill in all of the above-listed tools and equipment.

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Lifts/moves objects weighing up to 25 pounds, files, and types on a keyboard at a moderate speed. Communicates personnel documents and information to employees, officials, and the general public. Ability to drive an automobile to attend meetings.

(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)