

**EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MADISON
AND
ERIN S. HILLSON**

This Agreement made this 17th day of November, 2022 by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and Erin Hillson, a natural person (hereafter, the "Chief Human Resource Officer" or "HR Officer").

WITNESSETH;

WHEREAS, the City desires to retain the HR Officer as an employee of the City of Madison to perform the services described herein on its sole behalf as the Chief Human Resource Officer, and

WHEREAS, the HR Officer represents that they possess the necessary knowledge, skill, abilities and experience to perform such services and is willing to perform such services as the Chief Human Resource Officer, and

WHEREAS, the HR Officer has been duly selected and has been confirmed for appointment to the position of Chief Human Resource Officer by the Common Council of the City of Madison on _____, and

WHEREAS, the Common Council of the City has authorized the execution of the Agreement by Resolution No. _____.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and agreements contained in this document, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

I. CHIEF HUMAN RESOURCE OFFICER HIRED

The HR Officer is hereby hired as a non-civil service employee of the City, holding the position of Chief Human Resource Officer pursuant to the terms, conditions and provisions of this Agreement. The Chief Human Resource Officer shall have and exercise full authority and discretion as a division head within the City's organizational structure and act as Appointing Authority for employees of the Human Resources Department in accordance with all appropriate City Ordinances and Mayor's Administrative Procedure Memoranda. Memoranda.

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE CHIEF HUMAN RESOURCES OFFICER

The principal functions of the HR Officer shall be the management of the Human Resources Department and providing expert assistance and guidance to the Mayor, City Department and Division Heads (managers), supervisors and the

Common Council on all Human Resources (HR) Department areas of responsibility.

A. General Responsibilities:

This is responsible managerial and professional work in consulting and working with the Mayor, City Managers, and labor and employee representatives on organizational development, effectiveness and change management to achieve City-wide and agency-specific human resource goals. In addition, the HR Officer is responsible for directing and aligning the diverse programs, activities, and staff of the Human Resources (HR) Department, both directly and through subordinate managers and supervisors. This work is characterized by considerable independent judgment and discretion. Work is performed under the general direction of the Mayor within public policy parameters.

B. Examples of Duties and Responsibilities:

This position is responsible for managing, directing and integrating broad comprehensive human resources programs and services including:

- Classification and compensation,
- Recruitment, screening and selection of employees,
- Employee relations,
- Labor relations and contract negotiations,
- Employee training and development,
- Workforce planning,
- Organizational development,
- Staff motivation and engagement,
- Performance management with a focus on customer service,
- Benefits including medically related benefit assistance, FMLA and other leaves, as well as related programs, service and activities,
- Training and education about benefits, work rules and other aspects of City employment,
- Occupational accommodations for injured and/or disabled workers.

This position is also responsible for representing the Department, and speaking to Human Resource related City issues with the media and the public.

1. Organizational Leadership

- Work closely with the Mayor and others to define, communicate and carry out the City's human resources goals and to adopt best practices.
- Lead and work with agency managers to develop and retain a diverse

and highly competent, service and team-oriented staff through recruitment, selection compensation, training/coaching and day-to-day management practices that will support achieving the City's goals and service expectations.

- Lead and participate in policy development, programs and activities that promote workplace diversity and inclusion, as well as a positive employee relations environment.
- Lead and participate in organizational development and change management. Seek ways to increase efficiencies.

2. Human Resources Team Leadership

- Provide leadership to the HR function by developing an inclusive, diverse, high performing, service-focused and team-oriented Department culture.
- Develop and administer the Department's annual budget, work-plan and resources in an effective and efficient manner.

3. Leadership in Hiring and Retaining Diverse and Talented Employees

- Partner with and advise the Mayor, other managers and agencies on how to develop and implement best practices for recruiting, hiring, training and retaining a diverse, engaged, inclusive and talented work force.
- Ensure an organizational culture of open communication, employee assistance, teamwork, racial equity, diversity, and inclusion, and ongoing professional development with an emphasis on continuous improvement, learning and accountability.

4. Leadership in HR Policy, Compliance and Administration

- Achieve and sustain a highly productive, motivated and engaged workforce and manage human resource-related policies to maintain compliance with all applicable laws and regulations.
- Evaluate current HR processes including the recruiting and hiring process and support for agencies during these processes to identify opportunities for process improvements that will help achieve City goals. The Mayor, Common Council, other City agencies and managers, and other stakeholders should participate as appropriate.

Ability to instill a culture of continuous learning and a commitment to ongoing initiatives involving performance excellence systems.

Ability to demonstrate and promote organizational values, in everyday work, to further the mission and vision of the City of Madison.

Perform related work as required.

- C. The HR Officer agrees to perform such functions and duties at a professional level of competence and efficiency. They shall abide by all requirements of the laws of the State of Wisconsin, and of the ordinances, resolutions, regulations, rules and practices of the City which exist at the time of execution of this Agreement or which may, hereafter, be enacted or amended by the State of Wisconsin or the City in the exercise of their lawful authority. In the event a provision of this Agreement conflicts with any City ordinance, resolution, regulation, rule or policy, the provision of the Agreement shall control, except that nothing herein shall be interpreted as modifying the obligations or terms of Madison General Ordinance 3.35.
- D. The HR Officer shall devote full time to the duties and responsibilities provided herein and shall engage in no pursuit that interferes with them. The Mayor, however, may approve the HR Officer's reasonable time away from the regular duties and responsibilities provided such time is approved in advance and taken as vacation leave or absence without pay. Further, the Mayor may authorize other limited outside professional activities on City time provided that they are determined to be of benefit to the City and the HR Officer is not compensated for such activities. Nothing herein limits the HR Officer from performing outside services for compensation provided such outside services have been approved by the Mayor, are not done on City time, and otherwise comply with City ordinances and rules.
- E. The standard City workweek is 38.75 hours. However, the HR Officer shall have reasonable flexibility from this standard to accommodate additional time expended outside regular working hours required by attendance at meetings and the like. Such flexibility is not intended to provide or be used as additional vacation or other paid leave.
- F. The HR Officer shall have no right to make contracts or commitments for or on behalf of the City except as preauthorized by statute, ordinance or express written consent of the City.
- G. The HR Officer shall continue to reside within the City of Madison for the duration of this contract. As a condition of accepting this contract, the HR Officer agrees to waive any right to challenge this residency requirement, by court action or otherwise.

III. COMPENSATION AND BENEFITS

- A. The HR Officer's salary shall be based on an annualized rate of \$155,572 and shall be paid in approximately equal biweekly payments according to regular City payroll practices. Annual salary adjustments during the term of this agreement may be

made at the Mayor's discretion, subject to approval of the Common Council, as provided in the City's established managerial pay plan. The HR Officer shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses, except one-time payments provided to all City employees.

- B. The HR Officer shall, in addition to the compensation provided in Paragraph A above, and except as otherwise set forth in the Agreement, receive the same benefits as all other non-represented professional employees in Compensation Group 18. These benefits may be provided and/or modified by the Madison General Ordinances, Resolution of the Common Council, Administrative Procedure Memoranda or other official City action throughout the duration of this agreement.

Vacation: The HR Officer shall be entitled to twenty-seven (27) days of vacation in each year of this Agreement. Credited but unused vacation in excess of ten (10) days may be carried forward to the succeeding year with the approval of the Mayor. Except as otherwise provided, the HR Officer shall be paid in full for credited but unused vacation existing at the expiration of this Agreement or upon their retirement, when qualified for receipt of Wisconsin Retirement Fund benefits. In the event the HR Officer leaves employment with the City, but does not retire, the HR Officer shall be entitled to payment for one half (50%) of any unused sick leave to which the HR Officer would otherwise be entitled.

Floating Holiday: The HR Officer shall be entitled to 3.5 floating holidays per year. If the HR Officer leaves the position before the end of the contract period or leaves the position at the end of the contract period, any unused floating holidays are forfeited. If the HR Officer retires and qualifies for WRS benefits, any unused floating holidays will be paid out at retirement.

Sick Leave: If the HR Officer leaves the position before the end of the contract period, the HR Officer shall be entitled to payment in full (100%) of any earned but unused City sick leave accumulated prior to the start of this current contract period. The HR Officer shall be entitled to one-half (50%) of any earned but unused sick leave accumulated to the day the HR Officer terminated City employment during the current contract period. If the City terminates the HR Officer's contract before the end of the contract period or the HR Officer leaves the position at the end of the contract period or the HR Officer retires during the contract period and qualifies for WRS benefits, they shall be entitled to payment in full (100%) of any earned but unused sick leave accumulated to the day of termination.

Vacation Conversion: If the HR Officer accrues a balance of more than five weeks in any year, the HR Officer may elect to convert up to ten (10) days of their annual vacation to an amount of cash equivalent, calculated on their regular earnings. The HR Officer shall apply for such conversion option in accordance with City procedures, and such amount shall be paid in a

manner determined by the City.

The HR Officer shall be eligible to participate at City expense in professional seminars, conferences, workshops and related meetings consistent with the role as HR Officer and in accordance with applicable Administrative Procedure Memoranda.

The HR Officer shall be reimbursed for relevant professional association and/or licensure dues.

The HR Officer shall be eligible for smart phone with data plan reimbursement up to seventy-five (\$75) dollars per month for City usage.

The HR Officer shall be eligible to be a vehicle monitor. The HR Officer shall agree to abide by all policies and procedures found in APM 2-13 City Vehicle Driver Policy.

IV. CONTRACT TERM

This Agreement shall take effect on December 12, 2022, and shall expire on December 12, 2027, unless terminated sooner as provided herein.

V. AGREEMENT RENEWAL / NON-RENEWAL

- A. The Mayor, in their sole discretion, may offer renewal of this Agreement to the HR Officer. The Mayor shall notify the HR Officer of the intent to renew the Agreement at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify the HR Officer shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) without change in the HR Officer's anniversary date and shall not act as a full renewal of the Agreement. Renewal of the agreement and of its provisions shall be subject to the approval of the Common Council. In the event the Common Council does not renew this Agreement, this Agreement will remain in effect for ninety (90) days following the non-renewal action by the Common Council or five (5) years from the date of this Agreement, whichever is later. The benefits enumerated in Section III. B. of the Agreement will be paid as if the HR Officer left at the end of the contract period.
- B. The Mayor, in their sole discretion, may elect not to offer renewal of this Agreement to the HR Officer. In such event, the Mayor shall notify the HR Officer of the intent not to renew the contract at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) and shall not act as a renewal of the Agreement. At the expiration of the Agreement, the parties' rights, duties, responsibilities and obligations shall end. However, the HR Officer

will, at the sole discretion of the Mayor, be eligible to take a voluntary demotion into any vacant or newly created position for which the HR Officer is qualified. The benefits enumerated in Section III. B. of the Agreement will be paid as if the HR Officer left at the end of the contract period.

VI. EARLY TERMINATION OF AGREEMENT / MATERIAL BREACH

- A. The HR Officer may elect to terminate this Agreement before the expiration of the contract period. If the HR Officer provides less than forty-five (45) calendar days' notice in writing to the Mayor, the HR Officer forfeits all rights to the cash equivalent of any of the benefits enumerated in Section III. B. of the Agreement. If the HR Officer provides forty-five (45) calendar days' notice, or greater, in writing to the Mayor, the benefits enumerated in Section III. B. of the Agreement will be paid according to the terms of the HR Officer leaving during the contract period. These forfeiture provisions do not apply if the HR Officer retires from this position and qualifies for benefits under the Wisconsin Retirement System.
- B. The Mayor may, in their sole discretion, terminate this Agreement within ninety (90) days of the expiration period defined in Section IV. A. of the Agreement. Early termination of the Agreement is accomplished by (a) notifying the HR Officer of the date of early termination, and (b) committing to pay, in a lump sum, the salary and benefits in Section III. B. that the HR Officer would have earned through the end of the contract period, together with payment of the City's share of any health insurance premiums through the end of the contract period. If this Agreement is terminated early through the provisions of this buy-out clause, the HR Officer employment with the City ends on the early termination date.
- C. The Mayor may discharge the HR Officer for the HR Officer's breach of a material provision of this Agreement after utilizing the procedure defined in Section VI. D of this Agreement. In the event of a discharge for the HR Officer's breach of a material provision of this Agreement, the HR Officer shall forfeit all compensation and benefits on the date of discharge.
- D. In the event of an alleged breach of a material provision of this Agreement, by either party, the concerned party shall notify the other party, in writing, within thirty (30) working days of the alleged breach, of the specific provisions of this Agreement that were allegedly breached. After notification of the alleged breach, the parties shall meet within thirty (30) working days to resolve the alleged breach. If the issue is not resolved, the HR Officer may pursue contract remedies and the City may discharge the HR Officer under the terms of Section VI. C of this Agreement.
- E. The City retains the right, in its sole discretion, to abolish the position of Chief Human Resources Officer or to reorganize the position in the best

interest of the City. In the event the City abolishes the position of Chief Human Resources Officer or reorganizes the to the extent that the position of HR Officer is no longer required, this Agreement shall terminate and all rights, duties and obligations of the parties shall mutually end without recourse ninety (90) calendar days after final approval of such abolishment of position or reorganization by the Common Council, except as provided in Madison General Ordinance §3.35 (the Ethics Code). The benefits enumerated in Section III. B. of the Agreement will be paid as if the HR Officer left at the end of the contract period.

VII. PERSONNEL ACTIONS

- A. The HR Officer is subject to the Mayor's supervision and is, during the term of this Agreement, subject to the Mayor's authority to impose discipline or to discharge the HR Officer for a breach of this agreement if deemed necessary. The HR Officer shall come to work and follow all applicable work rules including those designed to protect the interests and safety of the City, employees, and members of the general public. This includes all applicable Madison General Ordinances, Resolutions of the Common Council, Administrative Procedure Memorandums (APM), Mayor's Directives, Collective Bargaining Agreements, and City Personnel Rules. The City recognizes, however, that corrective action may be necessary if the HR Officer fails to meet these expected standards. The purpose of any disciplinary action that the City takes is to correct behavior and is not intended to be merely a punitive action. Such disciplinary action shall be administered consistent with the accepted standards of just cause.

- B. The HR Officer is expected to prepare an annual work plan for their department. The HR Officer shall be evaluated annually by the Mayor to assess work performance. This evaluation shall include the establishment of departmental goals and an assessment of challenges and accomplishments. It may also involve soliciting input from other department heads, staff supervised by the HR Officer, and/or Common Council Members.

VIII. CITY OBLIGATIONS AND RIGHTS

The City shall provide staff, equipment, supplies and space that it deems reasonable, in its sole discretion, for the conduct of the work of the HR Officer. The City retains the sole right to determine the organizational structure and overall functioning of the Human Resources Department.

IX. REOPENING THE AGREEMENT

Either party may request that the Agreement be reopened for renegotiation if or when the HR Officer's duties or responsibilities change significantly. A "significant"

change in the HR Officer's duties is defined as that degree of change in duties and responsibilities that would qualify a civil service position for reclassification pursuant to standard City personnel practices.

Factors which may be considered include the addition or deletion of duties, changes in Departmental services or the addition or deletion of programs. If there is no agreement, the original Agreement shall control and shall not be reopened. Agreement changes, if any, and any resulting reclassification of the position shall not be deemed the creation of a new position so as to require competition.

X. LIABILITY PROTECTION

The City shall defend and indemnify the HR Officer against and for any and all demands, claims, suits, actions and legal proceedings brought against them in their official capacity or personally for acts performed within the scope of their employment to the extent and only to the extent authorized by the Wisconsin Statutes in effect at the time of the act complained of and as may be provided by any City insurance coverage for employees at such time.

XI. STATEMENT OF ECONOMIC INTERESTS

Pursuant to Madison General Ordinance §3.35 (the Ethics Code), the HR Officer shall file a Statement of Economic Interests with the City Clerk within 14 working days of their appointment. Each person required to file a Statement of Economic Interests shall annually file with the Clerk an updated Statement of Interests no later than April 30 of each year.

XII. DOCUMENTS AND MATERIALS PROPERTY OF THE CITY

All of the documents, materials, files, reports, data and the like which the HR Officer prepares or receives while this Agreement is in effect are the sole property of the City of Madison. The HR Officer will not publish any such materials or use them for any research or publication without attribution to the City other than as work performed pursuant to the terms of this Agreement.

XIII. APPEARANCE BEFORE ANY CITY ENTITY FOLLOWING SEPARATION FROM EMPLOYMENT

The HR Officer shall be subject to the provisions of Madison General Ordinance §3.35 (the Ethics Code).

XIV. NO ASSIGNMENT OR SUBCONTRACT

The HR Officer shall not assign or subcontract any interest or obligation under this Agreement.

XV. AMENDMENT

This Agreement shall be amended only by the written agreement of the parties, said Addendum to be approved and authorized for execution in the same fashion as this original Agreement.

XVI. NO WAIVER

No failure to exercise and no delay in exercising any right, power or remedy on either party's part shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

XVII. ENTIRE AGREEMENT

No agreements, oral or written, express or implied, have been made by either party to the Agreement except as expressly provided herein. All prior agreements and negotiations are superseded by this Agreement. This Agreement and any duly executed amendments constitute the entire Agreement between the parties.

XVIII. SEVERABILITY

In the event any provisions of this Agreement are determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

XIX. GOVERNING INTENT AND LAW

This Agreement shall be interpreted in the first instance in accordance with the spirit and intent of the Substitute Report of the Human Resources Committee Report approved by the Common Council on August 2, 1988 and shall be controlled, construed and enforced in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year contained herein.

CITY OF MADISON
A Municipal Corporation

Witness

Satya Rhodes-Conway, Mayor

Witness

Maribeth L. Witzel-Behl, City Clerk

Witness

Erin S. Hillson
Chief Human Resources Officer

APPROVED:

APPROVED AS TO FORM:

David P. Schmiedicke
Finance Department

Michael R. Haas, City Attorney