

This **Agreement** is made by and between two parties, The City of Taunton, Commonwealth of Massachusetts, by the City of Taunton, hereinafter referred to as "The City," and **Noreen Skwarto Benefits Clerk** for the Human Resources Department, hereinafter referred to as the "Benefits Clerk."

**Whereas** the City is desirous of appointing the services of the Benefits Clerk in the Human Resources Department of the City of Taunton, MA; and

**Whereas** the Benefits Clerk is willing to perform the duties of the position of Benefits Clerk according to the terms and conditions of this contract and the current job description; hereto attached, and

**Whereas** the Benefits Clerk will be considered a confidential, non-exempt employee of the Human Resources Department,

**Now**, therefore, in consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows.

#### DURATION OF THE AGREEMENT

This Agreement replaces and supersedes the contract dated on December 5, 2011. This Agreement shall be effective as of March 3, 2014 through March 2, 2017, unless employee earlier resigns, retires or is removed for just cause from this position. Appointment of the position as Benefits Clerk will be made by the Human Resources Director.

#### MODIFICATIONS

The terms and conditions of this contract will remain in full force and effect throughout the named dates, and may be modified or amended by subsequent written mutual agreement.

#### DUTIES

The Benefits Clerk shall be responsible for all duties as described in the attached job description. Such duties may be modified from time to time as the Human Resources Director so directs.

#### TIME & ATTENDANCE

The Benefits Clerk shall report any scheduled or unscheduled absence to the Human Resources Director. With respect to scheduled absences, the Benefits Clerk shall notify the Human Resources Director in advance.

The Benefits Clerk position shall be obligated to work a 35 hour work schedule with a 1.0 hour unpaid lunch on normal eight (8) hour workdays. Lunch and dinner unpaid break periods on workdays that are normally scheduled beyond eight (8) hours will be scheduled at the department manager's discretion.

### JUST CAUSE

The Benefits Clerk shall not be removed, terminated, discharged, dismissed, suspended or otherwise disciplined except for just cause.

### HEALTH INSURANCE

The Benefits Clerk shall be eligible for all health insurance coverage that which is provided for all other city employees. The City Treasurer shall deduct her share of her health and life insurance from her regular paychecks. The Benefit's Clerk health insurance contribution shall be identical in percentage to the percentage contribution contained for all city employees. Additionally, the Benefits Clerk shall be eligible to participate in any voluntary/contributory benefit program offered to other general government employees.

### CLERICAL INCENTIVE

The Benefits Clerk shall receive a Six Hundred and Twenty Five Dollar (\$625.00) clerical incentive allowance payable the third week in July each year.

### PENSION

The present pension and retirement plans in accordance with Massachusetts General Laws, as amended and in effect in the City of Taunton, shall be applicable to the Benefits Clerk.

### PERSONAL DAYS

The Benefits Clerk shall be entitled to five (5) days of personal leave each year. Said personal days may be carried forward up to a maximum accumulation of ten (10). These days shall be redeemable for any financial value upon leaving the employ of the City of Taunton, MA. Yearly at the employee's request 2 sick days may be converted to personal days.

### COMPENSATION

The weekly pay for the position of Benefits Clerk shall be \$763.71 effective March 3, 2014 and \$786.62 on July 1, 2014.

This position will be subject to annual performance evaluations and eligible for periodic salary adjustments as determined by the Human Resources Director and Mayor.

### VACATION TIME

The Benefits Clerk's vacation eligibility shall be based upon the total length of her longevity and in accordance with the following schedule. Should the Benefits Clerk choose not to take an earned vacation period in a given year, she may use it the following year in addition to the earned vacation period for that year, subject to the approval of the Director of Human Resources. However, she may not accrue more than one (1) year of additional vacation period.

**After:**

6 Months to 4 Years	2 WEEKS
5 Years to 9 Years	3 WEEKS
10 Years to 16 Years	4 WEEKS
17 Years to 24 Years	5 WEEKS
25 Years of service	6 WEEKS

Upon the Benefit's Clerk retirement, death or termination of employment for any reason, the Benefit's Clerk shall redeem her unused, accumulated vacation days at their then existing per diem value. The per diem value of each vacation day shall be one-fifth (1/5<sup>th</sup>) of the Benefit Clerk's regular weekly pay.

**PAID HOLIDAYS**

The following holidays shall be paid holidays for the Benefit's Clerk:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
½ Day Good Friday	Thanksgiving Day
Patriot's Day	Day after Thanksgiving
Memorial Day	½ Day Christmas Eve
Independence Day	Christmas Day
	½ Day New Year's Eve

Any holiday declared by the City of Taunton or the Government of the Commonwealth of Massachusetts, shall be paid contractual holiday(s) for the Benefit's Clerk.

In the event that any of the foregoing holidays fall on a Saturday, the holidays shall be observed on the preceding Friday. In the event that any of the foregoing holidays fall on a Sunday, the holiday shall be observed on the subsequent Monday.

**SICK LEAVE**

(A.) The Benefit's Clerk shall be entitled to one and one quarter (1 1/4<sup>th</sup>) days of sick leave with full pay, for each month of service. There shall be no limit to the number of unused days of sick leave that the Benefit's Clerk can accumulate. The Benefit's Clerk shall be entitled to her sick leave as it becomes earned.

(B) The Benefit's Clerk may use up to (7) of her accumulated sick leave days per year for illness in her family. For the purpose of this section, the Benefit's Clerk's family shall consist of her spouse, children, parents and members of the Benefit's Clerk's household.

- (C) Upon the Benefit's Clerk's retirement, death or termination of employment for any reason, the Benefit's Clerk or, in the case of death, her spouse, designated beneficiary, next of kin or estate-in that order unless the Benefit's Clerk has determined some other order-shall redeem her unused accumulated sick leave days at their then existing per diem value up to a maximum amount of thirteen thousand dollars (\$13,000.00). The per diem value of each sick leave day shall be one-fifth (1/5<sup>th</sup>) of the Benefit's Clerk regular weekly pay.

### BEREAVEMENT LEAVE

1. The Benefits Clerk shall be allowed bereavement leave with pay upon the death of her spouse, or significant other, child, grandchild, brother, sister, parent, grandparent; or upon the death of the Benefits Clerk's spouse's child, parent, father or mother-in-law, brother, sister, grandparent or grandchild; or upon the death of a member of the Benefits Clerk's household. Such leave will extend from the time of death until the day following the funeral service, but shall not, unless special permission is granted by the Mayor, exceed ninety-six (96) hours.
2. In addition, one (1) day of funeral leave shall be granted to the Benefits Clerk to attend the funeral service for her aunt, uncle, niece, nephew or cousin; or her spouse's aunt, uncle, niece, nephew or cousin.
3. In the event that any of the relatives mentioned in Section 2 above reside within the Benefits Clerk household, the Benefits Clerk shall be granted three (3) days of funeral leave.

### JURY LEAVE

The Benefits Clerk shall be granted time off without loss of pay for services on any local, state, or federal jury, including a grand jury.

### LONGEVITY

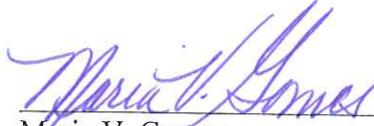
The Benefits Clerk will follow the following longevity schedule. The longevity shall be computed based on the following percentages of fifty-five (\$55,000) thousand dollars and paid annually to the Benefits Clerk based upon her total length of continuous cumulative service with the City of Taunton, and any verified full time municipal, county, state, or federal experience.

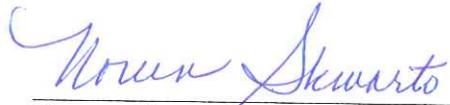
5 Years	2.7 %
10 Years	3.3%
15 Years	3.9%
20 Years	4.5%
25 Years	5.1%
30 Years	5.7%

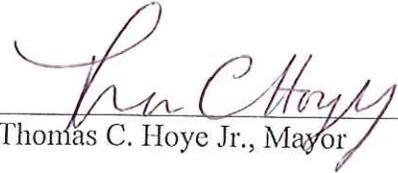
SEVERABILITY CLAUSE

If any provision of the agreement is deemed illegal or unenforceable then it shall be stricken and shall not affect the remaining provisions of this contract, which shall remain in full force and effect.

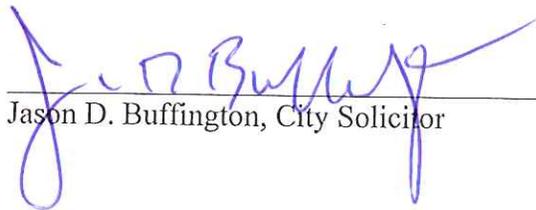
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives, as of this February 28, 2014.

  
\_\_\_\_\_  
Maria V. Gomes  
Human Resources Director

  
\_\_\_\_\_  
Noreen Skwarto, Benefits Clerk

  
\_\_\_\_\_  
Thomas C. Hoyer Jr., Mayor

*Approved as to Form and Content:*

  
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Jason D. Buffington, City Solicitor