

## AGREEMENT

This Agreement is made by and between two parties, The City of Taunton, Commonwealth of Massachusetts, by its exclusive bargaining agent **Mayor Thomas C. Hoye, Jr.**, hereinafter referred to as "The City," and **Alyssa Haggerty, Chief of Staff** for the City of Taunton, hereinafter to as the "Chief of Staff."

**Whereas** the City is desirous of continuing the services of the Chief of Staff in the administration of the Mayor of the City of Taunton, MA; and

**Whereas** the Chief of Staff is willing to perform the duties of the position of Chief of Staff according to the terms and conditions of this contract; and

**Whereas** the parties hereto desire to maintain and promote a harmonious relationship between them; and promote the morale and well being of the citizens and businesses of the City of Taunton.

**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 shall be effective as of January 4, 2016 and shall be coterminous with the term of office of Mayor Thomas C. Hoye, Jr. This contract shall continue in full force and effect until the expiration of Mayor Thomas C. Hoye Jr.'s two-year term in office. Re-appointment of the Chief of Staff shall be by and at the sole discretion of Mayor Thomas C. Hoye, Jr.

### MODIFICATIONS

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

### DUTIES

The Chief of Staff shall be responsible for, at a minimum, the following duties and responsibilities:

- Works under the general supervision of the Mayor.
- Provides administrative assistance to the Mayor.
- Acts as Constituent Services Director for the City and investigates complaints to the City. Discusses situations with complainant. Makes on-site investigations and determines necessary action. Refers matters to appropriate city department and maintains follow-up to ensure corrective action is taken if warranted. Alerts Mayor to serious problems and

presents recommendations for resolution. Follows up on all action required for resolution. Manages constituent services to include handling requests of local citizens as well as local and regional civic organizations in addressing city-wide issues, researching information, creating databases and assisting with policy development.

- Acts as Communications Director for the City and coordinates media relations for the Mayor's office and city departments. Composes and distributes press releases, coordinates all media requests. Fields media calls, maintains social media, manages public affairs and public relations, communications, and speechwriting.
- Serves as Community Relations Director for the City. Acts as liaison to federal and state legislative delegation, neighborhood and city-wide issues, and on special projects.
- Facilitates meetings, events and special events involving Mayor's office. Coordinates participation of Mayor's office in special events with other city departments, city agencies, and outside agencies and organizations.
- Coordinates delegated work plans, performs policy analysis. Works as a liaison between the Mayor's Office and the Municipal Council and other municipal boards and commissions, city departments and performs other duties as required by the Mayor.
- Has access to confidential records. Confidentiality is essential.

#### **TIME & ATTENDANCE**

The Chief of Staff shall devote no less than forty (40) hours of her time to the City of Taunton per work week. It is understood and acknowledged that the Chief of Staff may, and may occasionally be required to, work during other than usual and customary City Hall hours, and at locations other than City Hall, due to, for example, attendance at evening public meetings, availability by telephone and e-mail on nights and weekends, and under other circumstances. The Chief of Staff shall report any scheduled or unscheduled absence to the Mayor. With respect to scheduled absences, the Chief of Staff shall notify the Mayor and the Human Resources Department reasonably in advance.

#### **JUST CAUSE**

The Chief of Staff shall not be removed, terminated, discharged, dismissed, suspended or otherwise disciplined except for just cause.

#### **HEALTH INSURANCE**

The Chief of Staff shall be eligible for all health insurance coverage that which is provided for all other city employees. The City Treasurer/Collector shall deduct the share of her health and life insurance from her regular paychecks. The Chief of Staff's health insurance contribution shall be identical in percentage to the percentage contribution contained for all city employees.

**PROFESSIONAL INCENTIVE**

The City recognizes the importance of conducting City business in a professional manner and of its management projecting a professional image. Consistent with all other department heads, the Chief of Staff will be paid an annual professional incentive of one thousand six hundred fifty (\$1,650.00) dollars. The Chief of Staff must be on the active payroll as of July 1 of that fiscal year. The payment shall be made on the last pay period of 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 Chief of Staff.

**PERSONAL DAYS**

The Chief of Staff shall be entitled to five (5) days of paid 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 financial value upon leaving the employ of the City of Taunton. Yearly, at the employee's request, two (2) sick days may be converted to personal days.

**COMPENSATION**

The base salary of the Chief of Staff shall be as follows:

Upon the effective date of this agreement:	\$1,096.16 per week
Effective January 2, 2017:	\$1,211.54 per week.

**VACATION TIME**

The Chief of Staff's vacation eligibility shall be based upon the total length of her longevity and in accordance with the following schedule:

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

If the Chief of Staff does not use any portion of her vacation entitlement during a given fiscal year, she shall have the right to carry said unused vacation time into the next year, with the approval of the Mayor, which shall not be withheld arbitrarily.

Upon the Chief of Staff's retirement, death or termination of employment for any reason, the Chief of Staff 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 Chief of Staff's regular weekly pay.

### PAID HOLIDAYS

The following holidays shall be paid holidays for the Chief of Staff:

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	Christmas Eve
Independence Day	Christmas 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 Chief of Staff.

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.

### EDUCATION INCENTIVE

1. The City has established a career incentive program offering base salary adjustments to certain positions as an incentive for furthering their education in their respective fields. The following additional compensation schedule will be applicable to the Chief of Staff: Associate's Degree 2.5%, Bachelor's Degree 5%, Master's Degree 7.5%, Doctorate Degree 10%. The Chief of Staff may receive an Associate's, Bachelor's, Master's or Doctorate level degree in any field of study, determined by the Mayor, to be associated with the duties of the Chief of Staff.
2. The City shall reimburse the Chief of Staff for the cost, including registration fees, tuition fees, and required course books and supplies, of up to two undergraduate or graduate level completed educational courses per year in subjects reasonably related to the Chief of Staff's employment, subject to the advance approval of the Mayor which shall not be unreasonably withheld and subject also to the Chief of Staff receiving a passing grade for the course. Any such reimbursement shall be subject to the availability of funds which shall be determined and made known to the employee at the time of the Mayor's approval.

### **SICK LEAVE**

- (A.) The Chief of Staff 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 Chief of Staff can accumulate. The Chief of Staff shall be entitled to her sick leave as it becomes earned.
- (B) The Chief of Staff 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 Chief of Staff's family shall consist of her spouse, children, parents and members of the Chief of Staff's household.
- (C) Upon the Chief of Staff's retirement, death or termination of employment for any reason, the Chief of Staff or, in the case of death, her spouse, designated beneficiary, next of kin or estate-in that order unless the Chief of Staff has determined some other order-shall redeem her unused accumulated sick leave in a lump-sum payment equivalent to 75% of her regular day's pay for each unused day of sick leave up to a maximum of two hundred days. For the purpose of computing this payment the Chief of Staff's regular day's pay shall be one-fifth (1/5<sup>th</sup>) of her regular weekly salary at the time of leaving the position as the Chief of Staff.

### **PROFESSIONAL DEVELOPMENT**

The City recognizes its obligation for the professional development of the Chief of Staff and agrees that the Chief of Staff shall be given adequate opportunities to develop her skills and abilities as a Chief of Staff. Whenever financial considerations allow, the Chief of Staff will be allowed to attend whatever conferences and seminars she deems worthy for professional development and awareness, with pay, and without loss of any recognized leave time. The City will furthermore reimburse the Chief of Staff for all reasonable expenses associated with attending said conferences and seminars including but not limited to travel and subsistence expenses. The City also agrees to pay for any professional dues and literature subscriptions reasonably associated to the Chief of Staff's professional development and education.

### **TRAVEL ALLOWANCE**

The Chief of Staff shall be entitled to a monthly travel allowance of two hundred and seventy-five (\$275.00) dollars per month paid during the first week of each month.

**BEREAVEMENT LEAVE**

- 1) The Chief of Staff 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 Chief of Staff's spouse's child, parent, father or mother-in-law, brother, sister, grandparent or grandchild; or upon the death of a member of the Chief of Staff'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 4 business days.
- 2) In addition, one (1) day of funeral leave shall be granted to the Chief of Staff 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 Chief of Staff's household, the Chief of Staff shall be granted three (3) days of funeral leave.

**JURY LEAVE**

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

**LONGEVITY**

The Chief of Staff shall be eligible for longevity pay in accordance with the following schedule. The longevity shall be computed based on the following percentages of fifty-five (\$55,000) thousand dollars and paid annually to the Chief of Staff based upon her total length of 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%

**CONFLICTS**

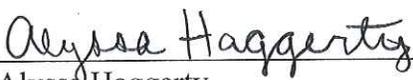
To the fullest extent provided by law, should there exist, now or in the future, any conflict between the terms of this agreement and any local personnel by-law, ordinance, rule or regulation, the terms of this agreement shall prevail.

**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.

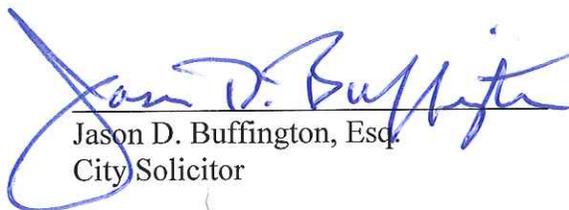
**SIGNATURE CLAUSE**

Witness our hands and seals this 27<sup>th</sup> day of January, 2016.

  
\_\_\_\_\_  
Alyssa Haggerty  
Chief of Staff

  
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Thomas C. Hoye, Jr.,  
Mayor

Approved as to Form:

  
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Jason D. Buffington, Esq.  
City Solicitor