

## 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 **Maria V. Gomes, Human Resources Director** for the City of Taunton, hereinafter referred to as "Director."

WHEREAS the City is desirous of continuing the services of the Director in the administration of the City's personnel function; and

WHEREAS the Director is willing to perform the duties of the position of Director of Human Resources 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 personnel 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 AGREEMENT

This agreement shall be effective as of October 10, 2013 and shall continue in full force and effect until October 10, 2016. Each successor agreement shall run coterminous with each successive appointment of the Director. Re-appointment of the position of the Director of Human Resources will be nominated by the Mayor and appointed by a majority vote of the Municipal Council for a term of three (3) years.

## MODIFICATIONS

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

## DUTIES

The Director of Human Resources shall be responsible for the professional administration of the City's personnel and labor relations program. This shall include:

- Serve the public courteously;
- planning and directing a municipal personnel program;
- planning and directing a labor relations program and acting as the Labor Service Director;
- the Director shall be the office of primary responsibility for the administration of all employee related benefits and/or compensation insurance as those programs are described and defined in Chapter 32B, Chapter 152 and Chapter 41, Section 111F;
- directs and oversees City's worker's compensation program;
- recruitment of qualified individuals for city employment;
- coordinating the hiring process for city employees;

- salary and wage determination;
- coordinate City's drug and alcohol monitoring and testing program;
- arrange pre-employment physicals;
- get CORI checks from Criminal History systems Board;
- maintaining active personnel files for each city employee;
- acting as the mayor's designee in contract negotiations;
- acting as the mayor's designee in grievance negotiations;
- advising the mayor on personnel matters;
- advising the council on personnel matters;
- advising department managers on personnel matters;
- initiating and making recommendations to the mayor and council concerning changes in municipal policies, practices, rules and regulations;
- act as an intermediary between and among other departments;
- coordinate, oversee and validate the code sheet process;
- initiate trainings when necessary;
- act as a liaison between city employees and the Employee Assistance Program;
- organize and direct the labor service process;
- Advise mayor, council and department managers regarding disciplinary proceedings.
- Attend council meetings as required;
- Serve on mayor or council formed ad-hoc committees as required;
- Receives and logs time off reported by department managers;
- Maintain the City's 50/50 policy

#### TIME & ATTENDANCE

The Director shall report any scheduled or unscheduled absence to the Mayor's office. With respect to scheduled absences, the Director shall notify the Mayor's office in advance. The Director is obligated to work a 35 hour workweek.

#### JUST CAUSE

The Director shall not be removed, terminated, discharged, dismissed, suspended or otherwise disciplined except for just cause and only in accordance with Taunton City ordinances Section 2-10 A(1)

#### HEALTH INSURANCE

The Director shall be eligible for all health insurance coverage that which is provided for all other city employees. The City Treasurer shall deduct the Director's share of his health and life insurance from his regular paychecks. The Director'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 Director will be paid an annual professional incentive of one thousand six hundred and fifty(\$1,650.00) dollars. The Director 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 Director.

### PROFESSIONAL DEVELOPMENT

The City recognizes its obligation for the professional development of the Director and agrees that the Director shall be given adequate opportunities to develop her skills and abilities as a personnel administrator. Whenever financial considerations allow, the Director will be allowed to attend whatever conferences and seminars he deems would be beneficial for his own professional development and awareness, with pay and without loss of any recognized leave time. The City will furthermore reimburse the Director 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 Director's professional development and education.

### PERFORMANCE EVALUATION

The Human Resources Director will be subject to an annual performance evaluation conducted by the Mayor.

### PERSONAL DAYS

The Director 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. Yearly, at the employee's request, two (2) sick days may be converted to personal days.

### COMPENSATION

Salary will be \$92,407.98 until 10/18/15. Salary will be \$95,180.22 on 10/18/15 until conclusion of contract.

### TRAVEL& PHONE ALLOWANCE

The Director of Human Resources shall receive a monthly travel allowance of two Hundred (\$200.00) dollars as compensation for automobile travel and phone allowance expenses relative to conducting city business.

## VACATION TIME

The Director's vacation eligibility shall be based upon the total length of his 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 Director does not use any portion of his/her vacation entitlement during a given fiscal year, he 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 Director's retirement, death or termination of employment for any reason, the Director shall redeem his 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 Director's regular weekly pay.

## PAID HOLIDAYS

The following holidays shall be paid holidays for the Director:

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 or Commonwealth Government, shall be a paid contractual holiday for the Director.

In the event that any of the foregoing holidays fall on a Saturday, the holiday 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 Director 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 Director can accumulate. The Director shall be entitled to his sick leave as it becomes earned.

- (b) Upon his retirement, resignation, termination of employment for any reason or death, the Director, her husband, heirs or estate, shall receive a lump-sum payment equivalent to 75% of his regular day's pay for each unused day of sick leave. For the purpose of computing this payment the Director's regular day's pay shall be one-fifth (1/5<sup>th</sup>) of his regular weekly salary at the time of leaving employ.

#### BEREAVEMENT LEAVE

The Director shall be allowed death leave with pay upon the death of the Director's spouse, child, sibling, parent, grandchild, grandparent, in-law, or member of his family living in the same household. Such leave shall extend from the death until the day following the funeral services, but shall in no event exceed four (4) business days. Such leave shall not be extended beyond four (4) days unless the Mayor grants special permission.

In addition, One (1) day of funeral leave shall be granted to the Director to attend the funeral service for his/her aunt, uncle, niece, nephew or cousin; or his/her spouse's aunt, uncle, niece, nephew or cousin.

#### JURY LEAVE

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

#### LONGEVITY

The Director 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 Director based upon her total length of cumulative service with the city, 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%

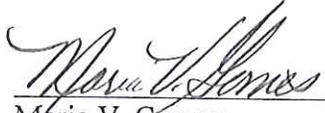
Longevity shall be computed as part of the Director's regular base pay for the purposes of retirement.

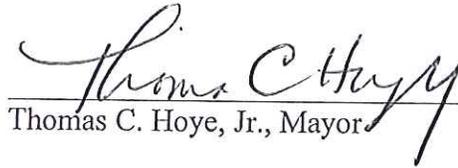
SEVERABILITY CLAUSE

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.

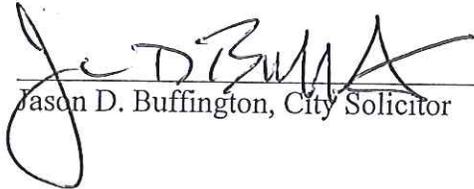
CONFLICTS

If there exists, 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.

  
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Maria V. Gomes  
Director of Human Resources

  
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Thomas C. Hoye, Jr., Mayor

*Approved as to Form and Content:*

  
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Jason D. Buffington, City Solicitor

Date: 12/10/2013