

AGREEMENT

This **Agreement** is made by and between two parties, the City of Taunton, Commonwealth of Massachusetts, by its exclusive bargaining agent **Mayor Shaunna O'Connell**, hereinafter referred to as "The City," and **Allison Webster, Confidential Administrative Assistant**, hereinafter referred to as the "Confidential Administrative Assistant".

Whereas, the City is desirous of obtaining the services of the Confidential Administrative Assistant for the City of Taunton, MA; and,

Whereas, the Confidential Administrative Assistant is willing to perform the duties of the position of Confidential Administrative Assistant according to the terms and conditions of this contract and the current job description, hereto attached; and,

Whereas, the Confidential Administrative Assistant will be considered a confidential, FLSA exempt, non-union employee of the City,

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 beginning on the 28th day of November, 2022 and shall continue in full force and effect until the 28th day of February, 2023, or until such time that the Confidential Administrative Assistant resigns, retires or is removed from this position.

MODIFICATIONS

The terms and conditions of this contract may be modified or amended only by a written agreement signed by both parties.

DUTIES

The Confidential Administrative Assistant shall be responsible for all duties as described in the attached job description, the City Ordinances, and such additional duties related to the administration of City government as may be from time to time directed by the Mayor and the Chief of Staff.

TIME & ATTENDANCE

The Confidential Administrative Assistant shall devote a minimum of thirty five (35) hours per work week to the City of Taunton, and shall be expected to work, at a minimum, during the usual and customary hours that City Hall is open, and at such other times as are directed by the Mayor and/or the Chief of Staff. The Confidential Administrative Assistant shall report any scheduled or unscheduled absences to the Mayor and/or the Chief of Staff. With respect to scheduled absences, the Confidential Administrative Assistant shall notify the Mayor and/or the Chief of Staff reasonably in advance. The Confidential Administrative Assistant is an executive, administrative and/or professional position exempt from the overtime requirements of the Fair Labor Standards Act and it is the parties' intent that the position is not eligible for overtime.

EMPLOYEE AT WILL

Throughout the term of this Agreement, the Confidential Administrative Assistant shall be an employee-at-will and a probationary employee. As such, the Confidential Administrative Assistant shall be subject to discipline or dismissal for any reason or no reason at the City's discretion.

HEALTH INSURANCE

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

COMPENSATION

Beginning the 28th day of November, 2022 the hourly rate for the position of Confidential Administrative Assistant shall be Twenty Four (\$24.00) Dollars per hour with a maximum of 35 hours per week.

PAID HOLIDAYS

The following holidays shall be paid holidays for the Confidential Administrative Assistant:

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
Juneteenth	Christmas Day
Independence 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 Confidential Administrative Assistant.

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

The Confidential Administrative Assistant shall be entitled to one and one quarter (1 ¼) 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 Confidential Administrative Assistant may accumulate. The Confidential Administrative Assistant shall be entitled to her sick leave as it becomes earned.

BEREAVEMENT LEAVE

The Confidential Administrative Assistant shall be allowed bereavement leave with pay upon the death of her spouse, or domestic partner, child, grandchild, brother, sister, parent, grandparent; or upon the death of the Confidential Administrative Assistant's spouse's child, parent, brother, sister, grandparent or grandchild; or upon the death of a member of the Confidential Administrative Assistant's household. Such leave shall not exceed four days unless special permission is granted by the Mayor.


JURY LEAVE

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

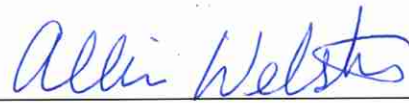
SEVERABILITY CLAUSE

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. Should there be a conflict between this employment agreement and the terms of any municipal ordinance, the terms of the ordinance shall control.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 29th day of November, 2022.



Shaunna O'Connell, Mayor



Allison Webster
Confidential Administrative Assistant



Matthew J. Costa, City Solicitor