

- 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 Relations 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;

DUTIES

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.

MODIFICATIONS

This agreement shall be effective as of July 24, 2017 and shall continue in full force and effect until July 24, 2020, that being the final date of the Director's three-year appointment. Each successor agreement shall run coterminous with each successive appointment of the Director. Re-appointment of the Director of Human Resources will be nominated by the Mayor and confirmed by a majority vote of the Municipal Council for a term of three (3) years.

DURATION OF AGREEMENT

WHEREAS the City is desirous of acquiring 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.

WHEREAS the City is desirous of acquiring 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.

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 Lynn Davine, Director of Human Resources for the City of Taunton, hereinafter referred to as "Director."

AGREEMENT

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

HEALTH INSURANCE

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).

JUST CAUSE

The Director shall report any scheduled or unscheduled absence to the Mayor's office in advance. The Director is obligated to work a 40 hour workweek. With respect to scheduled absences, the Director shall notify the Mayor's office in

TIME & ATTENDANCE

- 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 heads 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;
- organize and direct the labor service process;
- Advise mayor, council and department heads regarding disciplinary proceedings;
- Attend council meetings as required;
- Serve on mayor or council formed ad-hoc committees as required;
- Receive and log time off reported by department managers;
- Maintain the City's 50/50 policy

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.

PENSION

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 she deems would be beneficial for her 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 not be redeemable for any financial value upon leaving the employ of the City of Taunton. Yearly, at the employee's request, two sick days may be converted to personal days.

COMPENSATION

Annual Salary will be \$97,350. This amount is inclusive of a professional incentive, and of any educational incentive for which the Director may be eligible under the Ordinances of the City of Taunton.

TRAVEL

The Director of Human Resources shall receive a monthly travel allowance of two hundred (\$200) dollars as compensation for automobile travel expenses relative to conducting city business.

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.

Any holiday declared by the City or Commonwealth Government, shall be a paid contractual holiday for the Director.

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|---------------------|------------------------|
| Independence Day | New Year's Day |
| Memorial Day | Martin Luther King Day |
| Patriot's Day | President's Day |
| 1/2 Day Good Friday | Thanksgiving Day |
| Veteran's Day | Day After Thanksgiving |
| Columbus Day | Christmas Eve |
| Labor Day | Christmas Day |
| | New Year's Eve |

The following holidays shall be paid holidays for the Director:

PAYD HOLIDAYS

Upon the Director's retirement, death or termination of employment for any reason, the Director 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 (1/5th) of the Director's regular weekly pay.

If the Director 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.

6 weeks	25 years of service
5 weeks	17 years to 24 years
4 weeks	10 years to 16 years
3 weeks	5 years to 9 years
2 weeks	6 months to 4 years

After:

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

VACATION TIME

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

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 municipal, county, state or federal experience.

LONGEVITY

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

JURY LEAVE

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.

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 unless the Mayor grants special permission.

BEREAVEMENT LEAVE

- (a) The Director shall be entitled to one and one quarter (1 1/4th) 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.
- (b) The Director shall be entitled to his sick leave as it becomes earned. 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 up to a maximum of two hundred (200) days. For the purpose of computing this payment the Director's regular day's pay shall be one-fifth (1/5th) of his regular weekly salary at the time of leaving employ.

SICK LEAVE

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

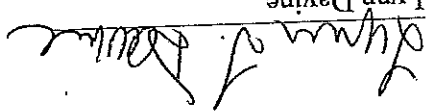
SEVERABILITY CLAUSE

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

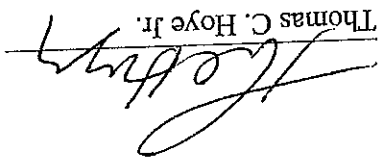
CONFLICTS

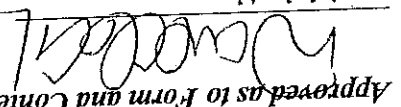
To the fullest extent provided by law, should there exist, now or in the future, any conflict between the terms of this agreement and any local personnel by-law, ordinance, rule or regulation, the terms of this agreement shall prevail.

Lynn Davine
Director of Human Resources



Thomas C. Hoye Jr.
Mayor



Approved as to Form and Content:

Daniel de Abreu
First Assistant City Solicitor