

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. Hoyer, Jr.**, hereinafter referred to as "The City," and **Mariann Punda, Secretary to the Mayor** for the City of Taunton, hereinafter to as the "Secretary to the Mayor."

Whereas the City is desirous of continuing the services of the Secretary to the Mayor in the administration of the Mayor of the City of Taunton, MA; and

Whereas the Secretary to the Mayor is willing to perform the duties of the position of Secretary to the Mayor 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 1, 2018 and shall be coterminous with the term of office of Mayor Thomas C. Hoyer, Jr. This contract shall continue in full force and effect until the expiration of Mayor Thomas C. Hoyer Jr.'s two-year term in office. Re-appointment of the Secretary to the Mayor shall be by and at the sole discretion of the Mayor.

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 Secretary to the Mayor shall be responsible for, but not limited to, the following duties and responsibilities: Works under the general supervision of the Mayor. Provides administrative assistance to the Mayor. Work is performed under typical office conditions with frequent interruptions from visitors and telephone calls. Handles correspondence, maintains Mayor's calendar, schedules and confirms appointments, manages filing system, orders and maintains office supplies, operates computer and standard office equipment, such as copier, scanner, fax and telephone. Prepares citations, proclamations, and processes vouchers. Has access to confidential records. Confidentiality is essential.

TIME & ATTENDANCE

The Secretary to the Mayor shall devote no less than forty (40) hours of her time to the City of Taunton per work week. The Secretary to the Mayor shall report any scheduled or unscheduled absence to the Mayor or the Chief of Staff. With respect to scheduled absences, the Secretary to the Mayor shall notify the Mayor and the Human Resources Department reasonably in advance.

JUST CAUSE

The Secretary to the Mayor shall not be removed, terminated, discharged, dismissed, suspended or otherwise disciplined except for just cause.

HEALTH INSURANCE

The Secretary to the Mayor 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 Secretary to the Mayor'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 Secretary to the Mayor will be paid an annual professional incentive of one thousand six hundred and fifty (\$1,650.00) dollars. The Secretary to the Mayor 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 Secretary to the Mayor.

PERSONAL DAYS

The Secretary to the Mayor 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

Effective January 1, 2018, the base salary of the Secretary to the Mayor shall be eight hundred seventy-four and 72/100 dollars (\$874.72.19) per week. Effective January 1, 2019, the base salary of the Secretary to the Mayor shall be nine hundred and 96/100 dollars (\$900.96) per week.

VACATION TIME

The Secretary to the Mayor'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 Secretary to the Mayor 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 Secretary to the Mayor's retirement, death or termination of employment for any reason, the Secretary to the Mayor 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 Secretary to the Mayor's regular weekly pay.

PAID HOLIDAYS

The following holidays shall be paid holidays for the Secretary to the Mayor:

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 Secretary to the Mayor.

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 Secretary to the Mayor 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 Secretary to the Mayor can accumulate. The Secretary to the Mayor shall be entitled to her sick leave as it becomes earned.
- (B) The Secretary to the Mayor 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 Secretary to the Mayor's family shall consist of her spouse, children, parents and members of the Secretary to the Mayor's household.
- (C) Upon the Secretary to the Mayor's retirement, death or termination of employment for any reason, the Secretary to the Mayor or, in the case of death, her spouse, designated beneficiary, next of kin or estate-in that order unless the Secretary to the Mayor 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 (1/5th) of the Secretary to the Mayor's regular weekly pay.

BEREAVEMENT LEAVE

- 1) The Secretary to the Mayor 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 Secretary to the Mayor's spouse's child, parent, father or mother-in-law, brother, sister, grandparent or grandchild; or upon the death of a member of the Secretary to the Mayor'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 Secretary to the Mayor 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 Secretary to the Mayor's household, the Secretary to the Mayor shall be granted three (3) days of funeral leave.

JURY LEAVE

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

LONGEVITY

The Secretary to the Mayor shall be eligible for longevity 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 Secretary to the Mayor 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 24th day of April, 2018.



Mariann Punda
Secretary to the Mayor



Thomas C. Hoye, Jr.,
Mayor

Approved as to Form:



Jason D. Buffington, Esq.
City Solicitor