

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 "The City" and **Debbie Nunes**, hereinafter "Benefits Clerk."

WHEREAS the City is desirous of acquiring the services of the Benefits Clerk in the Human Resources Department of the City of Taunton, MA; and,

WHEREAS the Benefits Clerk is willing to perform the duties of the position of Benefits Clerk according to the terms and conditions of this contract and the current job description hereto attached, and,

WHEREAS the Benefits Clerk shall be considered a confidential, exempt employee of the Human Resources Department,

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 September 7, 2021 and shall continue in full force and effect until June 30, 2024, which is the end of a fiscal year, unless employee earlier resigns, retires or is removed from the position. Appointment of the position as Benefits Clerk will be made by the Human Resources Director with the approval 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 Benefits Clerk shall be responsible for all duties as described in the attached job description. Such duties may be modified from time to time as the Human Resources Director so directs.

TIME AND ATTENDANCE

The Benefits Clerk shall report any scheduled or unscheduled absence to the Human Resources Director. With respect to scheduled absences, the Benefits Clerk shall notify the Human Resources Director in advance. The Benefits Clerk shall be obligated to work a 35 hour work schedule.

HEALTH INSURANCE

The Benefits Clerk shall be eligible for all health insurance coverage which is provided for all other city employees. The City Treasurer shall deduct her share of her health and life insurance from her regular paychecks. The Benefits Clerk's health insurance contribution shall be identical in percentage to the percentage contribution applicable to other similarly situated employees. Additionally, the Benefits Clerk shall be eligible to participate in any voluntary/contributory benefit program offered to other general government City employees.

JUST CAUSE

The Benefits Clerk shall be subject to a six (6) month probationary period where she may be dismissed during that time with or without cause. The Benefits Clerk shall not be removed, terminated, discharged, dismissed, suspended or otherwise disciplined except for just cause other than during said probationary period.

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 Benefits Clerk.

PERSONAL DAYS

The Benefits Clerk shall be entitled to five (5) days of paid personal leave each fiscal year. Said personal days may not be carried forward from one fiscal year into the next fiscal year. These days shall be redeemable for financial value upon leaving the employ of the City of Taunton up to a maximum of five (5) days.

VACATION TIME

The Benefits Clerk's vacation eligibility shall be based upon the total length of her longevity as determined by date of hire and in accordance with the following schedule. Should the Benefits Clerk choose not to take an earned vacation period in a given fiscal year, she may use it the following fiscal year in addition to earned vacation period for that year, subject to the approval of the Human Resources Director. However, at the end of said following fiscal year, no more than 4 weeks shall remain. Upon the Benefits Clerk's retirement, death or termination of employment for any reason, the Benefits Clerk 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 Benefits Clerk's regular weekly pay.

After:

6 Months to 4 Years	2 WEEKS
5 Years to 9 Years	3 WEEKS
10 Years Plus	4 WEEKS

The Benefits Clerk, may, at her option, annually sell back up to two (2) weeks of vacation to the City. In order to exercise this option, the Benefits Clerk must provide notice to the City by no later than February 15 with payment to be made during that calendar year.

COMPENSATION

Effective September 7, 2021, the base salary of the Benefits Clerk shall be \$40,000 (forty thousand dollars) annually. The performance of the Benefits Clerk shall be reviewed annually by the Human Resources Director. Said evaluation will effect potential salary increases.

PAID HOLIDAYS

The following holidays shall be paid holidays for the Benefits Clerk:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
½ day Good Friday	Day After Thanksgiving
Patriot's Day	½ day Christmas Eve (December 24)
Memorial Day	Christmas Day
Independence Day	½ day New Year's Eve (December 31)
Labor Day	Juneteenth

Any holiday declared by the City, the Commonwealth of Massachusetts, or the United States of America shall be a paid holiday for the Benefits Clerk.

In the event that any of the foregoing holidays falls on a Saturday, the holiday shall be observed on the preceding Friday. In the event that any of the foregoing holidays falls on a Sunday, the holiday shall be observed on the subsequent Monday.

SICK LEAVE

The Benefits Clerk 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 Benefits Clerk can accumulate and carryover from year to year. The Benefits Clerk shall be entitled to sick leave as it becomes earned.

The Benefits Clerk may use up to (7) of her accumulated sick leave days per year for illness in her immediate family or household, which, for purposes of this paragraph, shall be construed to include spouse, children, parents and other persons regularly residing in the Benefit Clerk's permanent residence.

Upon her retirement, resignation, termination of employment for any reason, the Benefits Clerk, or, in case of death, her spouse, designated beneficiary, next of kin or estate in that order-shall redeem her unused accumulated sick leave days at their then existing per diem value in a lump-sum payment up to a maximum of four (4) weeks. The per diem value of each sick leave day shall be one-fifth (1/5th) of the Benefits Clerk's regular weekly pay.

BEREAVEMENT LEAVE

The Benefits Clerk shall be allowed bereavement leave with pay upon the death of the Benefits Clerk's spouse, or significant other, child, grandchild, brother, sister, parent, grandparent; or upon the death of the Benefits Clerk's spouse's child, parent, father or mother-in-law, brother, sister, grandparent or grandchild; or upon the death of a member of the Benefits Clerk'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 four (4) days from the time of death.

JURY LEAVE

The Benefits Clerk 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 this 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.

ELECTRONIC SIGNATURE AND COPIES

The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of my electronic signature or claim that their electronic signature is not legally binding. This agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original, but all counterparts together shall constitute a single agreement.

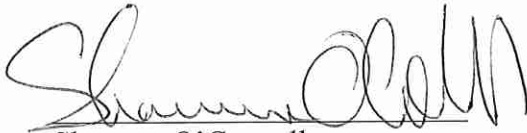
Any electronic copy, facsimile or other copy of this agreement may be treated as an original.

SIGNATURE CLAUSE

Witness our hands and seals this 7th day of September 2021:

The City of Taunton:

Benefits Clerk:




Shaunna O'Connell
Mayor



Debbie Nunes

Approved as to Form and Character:



Matthew J. Costa
First Assistant City Solicitor

PERFORMANCE BASED COMPENSATION
ADDENDUM TO AGREEMENT

THIS ADDENDUM is made by and between two parties, The City of Taunton, Commonwealth of Massachusetts, by its exclusive bargaining agent **Mayor Shaunna O'Connell**, hereinafter "The City" and **Debbie Nunes**, hereinafter "Benefits Clerk"


WHEREAS the City and Benefits Clerk have entered into an agreement effective September 7, 2021, and,

WHEREAS the parties hereto desire to amend that agreement as follows:


PERFORMANCE BASED COMPENSATION: The compensation section shall be amended by adding the following sentence: Effective July 1, 2022, the base salary of the Benefits Clerk shall be Forty Thousand Eight Hundred (\$40,800.00) Dollars annually.

Witness our hands and seals this 16th day of June, 2022:


The City of Taunton:


Shaunna O'Connell
Mayor

Approved as to Form and Character:


Matthew J. Costa, Esq.
City Solicitor

Benefits Clerk:


Debbie Nunes
Benefits Clerk

Department Head:


Amy Kazlauskas
Director of Human Resources