

AN EMPLOYMENT AGREEMENT BETWEEN THE CITY  
OF CAMBRIDGE AND THE CITY MANAGER

Whereas, the Massachusetts General Court has adopted Chapter 279 of the Acts of 1982, which permits an Employment Agreement between the Appointing Authority and the City Manager; and,

Whereas, the City desires to have such an Employment Agreement in order to spell out the remuneration and benefits of the City Manager; and,

Whereas, the City Manager is the Chief Executive, Chief Administrative, and Chief Law Enforcement Officer of the City of Cambridge in accordance with Chapter 43, Sections 93 to 108 of the Massachusetts General Laws, (Plan E Charter),

Now, therefore, be it agreed by Robert W. Healy, Jr., City Manager, hereinafter referred to as "Employee", and the City of Cambridge, hereinafter referred to as "Employer", that the employment relationship between the City and the Manager shall be governed by the following provisions:

This Agreement, made and entered this 1st day of January, 1985 by and between the City of Cambridge, a municipal corporation and Robert W. Healy, Jr., City Manager,

Whereas, the City desires to employ the services of Robert W. Healy, Jr. as City Manager of the City of Cambridge in accordance with Chapter 43, Sections 93 to 108 of the Massachusetts General Laws; and

Whereas, it is the desire of the Cambridge City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said employee; and

Whereas, it is the desire of the Cambridge City Council to (1) secure and retain the services of Robert W. Healy, Jr. and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the employee, and (4) to provide a just means for terminating employee's services at such time as he may be unable to fully discharge his duties due to age or disability; and,

Whereas, Employee desires to continue employment as City Manager of the City of Cambridge;

Now, therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

#### Section 1. Duties

Employer hereby agrees to employ said Robert W. Healy, Jr. as City Manager of the City of Cambridge to perform the functions and duties specified in Chapter 43, Sections 93 to 108, and the Ordinances of the City of Cambridge, and to perform other legally permissible and proper duties and

functions as the City Council may from time to time assign.

## Section 2. Term

A. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of said employee at any time, subject only to the provisions set forth in Section 3, Paragraph A, of this agreement.

B. Employee agrees to remain in the exclusive employ of the City of Cambridge until June 30, 1988, and neither to accept other employment until said termination date unless said termination date is effected herein as provided. The term "exclusive employ" shall not be construed to include occasional teaching, writing, or consulting, performed on the Employee's time off and not affecting his job performance.

C. In the event written notice is not given by either party to this agreement to the other sixty days prior to the termination date as hereinabove provided, this agreement shall be extended on the same terms and conditions as herein provided for a period of one year. Said agreement shall continue thereafter for one-year periods unless either party hereto gives sixty days' written notice to the other party that the party does not wish to extend this agreement for an additional one-year term.

## Section 3. Termination

A. The City Council, upon a vote of a majority of its membership in accordance with Chapter 43, Section 103, of the Massachusetts General Laws, may terminate this agreement, and provided further that the City Council agrees to pay the City Manager the full amount of the financial obligations, including any accrued sick leave, vacation, holidays, compensatory time or other accrued benefits owed to the City Manager for the remaining term of the agreement. The payment provisions are voided in the event the Employee is convicted of a felony or malfeasance in office, other than those earned benefits such as accrued sick leave, vacation, compensatory time and retirement. In the event of termination at the expiration date of this contract the Employee shall be entitled to three months' severance pay.

## Section 4. Disability

A. If Employee is permanently disabled, or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, Employer or Employee shall have the option to terminate this agreement subject to the conditions in Section 3. Employee shall be compensated for any accrued sick leave, vacation, holidays, compensatory time or other accrued benefits. For the purposes of this Section, the Employee, inasmuch as he is the Chief Law Enforcement Officer of the City of Cambridge, shall be considered eligible for retirement benefits in accordance with Chapter 32, Section 3, paragraph f, as a member of Group 4.

B. Employer agrees to put into force for Employee insurance policies for accident, sickness and disability income benefits.

## Section 5. Compensation

A. The City Manager shall be paid an annual salary in accordance with Ordinance Number 2-191 for Department Heads of the City of Cambridge.

B. The City Manager shall be covered by an insurance policy in the amount of \$120,000 payable to the beneficiaries named by the City Manager. This insurance may include "whole life, paid up, or cash value" insurance at the discretion of the City Manager.

C. The City Manager shall be entitled to all medical, dental, hospital, life insurance, and other benefits available to other personnel employed by the City.

D. The City Manager shall be entitled to twenty-five working days of annual vacation, exclusive of legal holidays. It is the intention of these parties that these vacation days be taken annually, but in no event may the Employee carry forward more than five days' vacation in any one year during the terms of this agreement. The City Manager may be compensated for up to ten unused vacation days per year to be paid at the prevailing salary.

## Section 6. Evaluation and Goals

A. The Council shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee.

B. Annually, in January, the Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

## Section 7. Hours of Work

A. It is recognized that the Employee must devote a great deal of time outside the normal office hours of the Employer, and to that end the Employee will be allowed to take compensatory time off.

## Section 8. Automobile

A. Employee's duties require that he have the unrestricted use of an automobile provided to him by the Employer which shall be replaced on the schedule previously established for the Mayor's automobile.

## Section 9. Retirement

A. The City Council agrees that the City Manager as Chief Law Enforcement Officer of the City of Cambridge shall be eligible for retirement benefits in the same formula as those employees in Group 4 of Chapter 32, Section 3, paragraph f, of the Massachusetts General Laws.

Section 10. Indemnification

A. Employer shall defend, save harmless, and indemnify employee against any tort, professional liability claim or demand or other legal action whether groundless or otherwise, arising out of an alleged act or omission occurring in the Employee's performance of his duties as City Manager.

Section 11. General Provisions

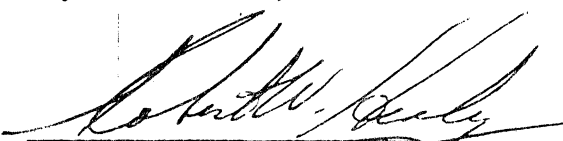
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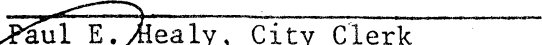
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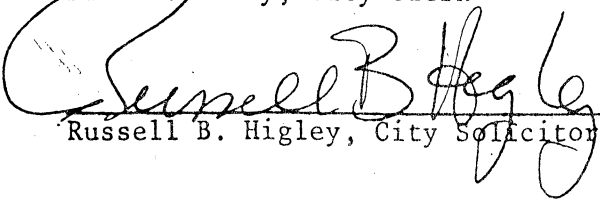
C. This agreement shall become effective January 1, 1985.

D. If any provisions, or any portions thereof, contained in this agreement are held unconstitutional, the remainder of the agreement shall be deemed severable, and shall not be affected and shall remain in full force and effect.

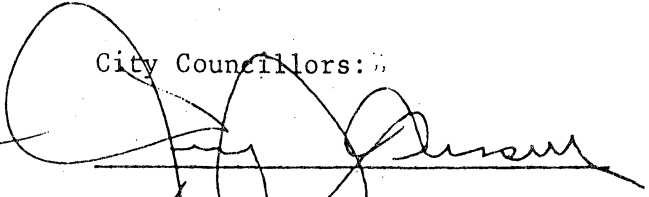
In Witness Whereof, the City Council of the City of Cambridge has voted that this agreement be entered into as duly attested by its City Clerk, and the Employee has signed and executed this agreement this twenty-first day of December, 1984.

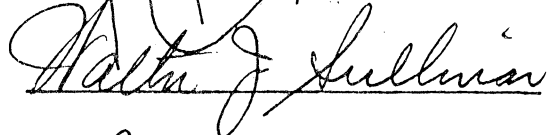
  
Robert W. Healy, City Manager

  
Paul E. Healy, City Clerk

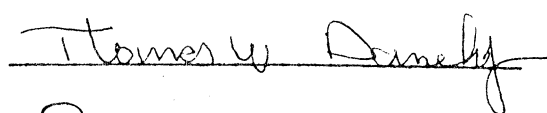
  
Russell B. Higley, City Solicitor

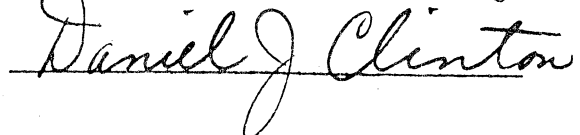
City Councilors:



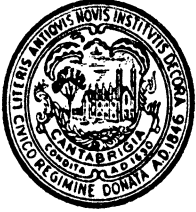
  
Walter J. Sullivan

  
Joseph V. Vellucci

  
Thomas W. Donnelly

  
Daniel J. Clinton

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# CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139  
Tel. 498-9011

EXECUTIVE DEPARTMENT  
ROBERT W. HEALY  
City Manager

December 6, 1984

TO: Councillor Thomas W. Danehy  
Chairman, Committee on Public Service

While the concept of an Employment Agreement for the City Manager of Cambridge may appear to be a radical departure from tradition, such agreements exist in the majority of the Council-Manager forms of government nationwide.

In Cambridge the precedent has been set by the School Committee, which has not only provided its Chief Administrative Officer with a five-year contract, but also has entered into agreements until 1989 with all administrators not covered by collective bargaining agreements.

Such an Employment Agreement for the Chief Administrative; Chief Executive Officer of the City, offers definite advantages, not only for the executive but also for the City and its elected officials. Those advantages include:

Allowing greater flexibility for long-range planning;

Adding stability to manager's job status and to the administration of the City;

Increasing organizational strength of the municipality;

Promoting administrative excellence and stability;

Reducing the inherent political volatility accompanying the City Manager's position;

The International City Management Association strongly supports such agreements.

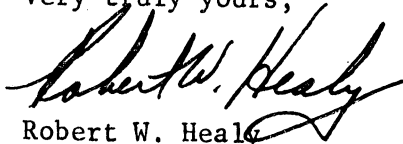
Additionally, the City of Cambridge over the last several years has enjoyed a remarkable degree of stability and continuity in its municipal administration. While not claiming that all of the complex elements of the management of the City are perfect, this most unique of cities has very well survived the potential turmoil of both Proposition Two and One-Half and the implementation of 100% valuation. The financial management

December 6, 1984

policies recommended by the administration and adopted by the City Council will prove to stand the City in good stead in future years as the problems of unfunded pension liability and capital project programming become increasingly more important.

As a positive step in continuing this progress, the concept of approving an employment agreement for the City Manager is strongly recommended.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert W. Healy".

Robert W. Healy  
City Manager

RWH/mbf

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Whereas, the City desires to have such an Employment Agreement in order to spell out the remuneration and benefits of the City Manager; and,

Whereas, the City Manager is the Chief Executive, Chief Administrative, and Chief Law Enforcement Officer of the City of Cambridge in accordance with Chapter 43, Sections 93 to 108 of the Massachusetts General Laws, (Plan E Charter),

Now, therefore, be it agreed by Robert W. Healy, Jr., City Manager, hereinafter referred to as "Employee", and the City of Cambridge, hereinafter referred to as "Employer", that the employment relationship between the City and the Manager shall be governed by the following provisions:

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Whereas, it is the desire of the Cambridge City Council to (1) secure and retain the services of Robert W. Healy, Jr. and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the employee, and (4) to provide a just means for terminating employee's services at such time as he may be unable to fully discharge his duties due to age or disability; and,

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functions as the City Council may from time to time assign.

## Section 2. Term

A. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of said employee at any time, subject only to the provisions set forth in Section 3, Paragraph A of this agreement.

B. Employee agrees to remain in the exclusive employ of the City of Cambridge until December 31, 1989 and neither to accept other employment until said termination date, unless said termination date is effected herein as provided. The term "exclusive employ" shall not be construed to include occasional teaching, writing, or consulting, performed on the employee's time off and not affecting his job performance.

C. In the event written notice is not given by either party to this agreement to the other ninety days prior to the termination date as hereinabove provided, this agreement shall be extended on the same terms and conditions as herein provided for a period of two years. Said agreement shall continue thereafter for two-year periods unless either party hereto gives ninety-days written notice to the other party that the party does not wish to extend this agreement for an additional two-year term.

## Section 3. Termination

A. The City Council, upon a vote of two-thirds of its membership at two consecutive regularly scheduled meetings, may terminate this agreement for just cause, provided, however, that the City Manager receives notice of such intended votes, and the reasons therefor, at least thirty days prior to the first such vote, and provided further that the City Council agrees to pay the City Manager the full amount of the financial obligations, including any accrued sick leave, vacation, holidays, compensatory time or other accrued benefits, owed to the City Manager for the remaining term of the agreement. The payment provisions are voided in the event the Employee is convicted of a felony, other than those earned benefits such as accrued sick leave, vacation, compensatory time and retirement.

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A. The City Manager shall be paid an annual salary in accordance with Ordinance Number 2-191 for Department Heads of the City of Cambridge with an increment of three percent on January 1, 1985 only.

B. The City Manager shall be covered by an insurance policy in the amount of \$120,000 payable to the beneficiaries named by the City Manager. This insurance may include "whole life, paid up, or cash value" insurance at the discretion of the City Manager.

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A. The text herein contained shall constitute the entire agreement between the parties.

B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

C. This agreement shall become effective January 1, 1985.

D. If any provisions, or any portions thereof, contained in this agreement are held unconstitutional, the remainder of the agreement shall be deemed severable, and shall not be affected and shall remain in full force and effect.

In Witness Whereof, the City Council of the City of Cambridge has voted that this agreement be entered into as duly attested by its City Clerk, and the Employee has signed and executed this agreement this day of December, 1984.

City Councillors:

\_\_\_\_\_  
Robert W. Healy, City Manager

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Paul E. Healy, City Clerk

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Russell B. Higley, City Solicitor

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C. In the event written notice is not given by either party to this agreement to the other ninety days prior to the termination date as hereinabove provided, this agreement shall be extended on the same terms and conditions as herein provided for a period of <sup>one</sup> ~~two~~ years. Said agreement shall continue thereafter for <sup>one</sup> ~~two~~ year periods unless either party hereto gives <sup>60</sup> ~~ninety~~ days written notice to the other party that the party does not wish to extend this agreement for an additional <sup>one</sup> ~~two~~ year term.

*90 days amendment by C. Wolf carried*

Section 3. Termination

A. The City Council, upon a vote of <sup>A MAJORITY</sup> ~~two-thirds~~ of its membership <sup>in Accordance</sup> ~~at~~ <sup>with Chapter</sup> ~~two consecutive regularly scheduled meetings~~, may terminate this agreement for just cause, provided, however, that the City Manager receives notice of such intended votes, and the reasons therefor, at least thirty days prior to the first such vote, <sup>AND</sup> and provided further that the City Council agrees to pay the City Manager the full amount of the financial obligations, including any accrued sick leave, vacation, holidays, compensatory time or other accrued benefits, owed to the City Manager for the remaining term of the agreement. The payment provisions are voided in the event the Employee is convicted of a felony, <sup>or Malfeasance in office</sup> other than those earned benefits such as accrued sick leave, vacation, compensatory time and retirement. <sup>IN THE EVENT OF TERMINATION</sup> ~~at the expiration date of this contract~~ <sup>The Employee shall be entitled to</sup> Section 4. Disability <sup>Three Month Severance Pay.</sup>

*43 Section  
103  
M. G. L. A.*

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*Submitted as amendments by City Solicitor 12/20/84 9:15 P.M.*

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B. The City Manager shall be covered by an insurance policy in the amount of \$120,000 payable to the beneficiaries named by the City Manager. This insurance may include "whole life, paid up, or cash value" insurance at the discretion of the City Manager.

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B. Annually, <sup>IN JANUARY</sup> the Council and Employee ~~may~~ <sup>SHALL</sup> define, such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

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City Councillors:

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Robert W. Healy, City Manager

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Paul E. Healy, City Clerk

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Russell B. Higley, City Solicitor

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5. Section 4: entitled Disability:

Councillor Wolf moved and it was agreed that the City Manager should add within this section a provision for temporary disability insurance.

It was further recommended by Councillor Wolf and agreed upon by those members present that a new section be added relative to goal-setting and evaluation of the City Manager on an annual basis in conjunction with the full Council.

6. Section 5: entitled Compensation: Sub-section (a):

Councillor Duehay moved and it was agreed that the level of compensation as suggested within this provision not exceed \$72,500., effective January 1, 1985 and that any future adjustments be in accordance with Ordinance Number 2-191.

At this time, Councillor Duehay questioned Section 5 and sub-section (d), relative to twenty-five working days of annual vacation. He stated that he believed it should be twenty days and that the City Manager make a concerted effort to take this time to prevent "burn-out".

The City Manager responded by stating he currently is allowed twenty days annual vacation based on his ten years of service in Cambridge and that twenty-five days is consistent with the employment contract of the Superintendent of Schools. No final action was taken on this issue.

Councillor Walter Sullivan moved that this proposed contract as amended, be forwarded to the full Council with a favorable report.

Said motion was agreed by all members present.

For the Committee,

Councillor Thomas W. Danehy  
Chairman.

# City of Cambridge

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In City Council December 10, 1984

The Public Service Committee conducted a public meeting on Thursday, December 6, 1984 beginning at 4:00 p.m. in the Ackermann Room, City Hall. The purpose of this meeting was to discuss a previously submitted motion by Councillor Vellucci, relative to the establishment of an employment contract for the City Manager.

The Committee, in addition to Councillors Wolf, Duehay and Walter Sullivan, reviewed in depth the proposed employment contract forwarded by the City Manager.

A lengthy discussion followed without the City Manager present, relative to all provisions of the proposed contract. The key points of interest and concern were:

1. Section 2: entitled Term: Sub-section (B):

Councillor Duehay recommended that the City Manager remain an exclusive employee of the City until December 31, 1988 versus December 31, 1989, thereby removing the issue of any future contract having to be negotiated in an election year.

2. Section 3: entitled Termination:

Councillor Vellucci questioned the provision requiring a two-thirds vote for termination of the contract. No final action was taken on the issue.

3. Section 3: entitled Termination:

Councillor Wolf further questioned the provision requiring two consecutive notes for termination. No action was taken.

Councillor Wolf further questioned the provision within this section relative to buy-out. She moved and it was recommended that a section be included voiding this provision, if in fact, the City Manager was found guilty of committing a felony.

4. Section 3: entitled Termination:

Councillor Vellucci moved and it was agreed that the proposed contract should have a sentence which indicates that the City Council may terminate said agreement for just cause, consistent with the provisions of this contract, and pursuant to C. 43, §103 and 104.

9. S-768

# REPORT

**Committee on Public Service**  
Re: meeting of December 6, 1984 on a  
contract for the City Manager.

12/17/84

Returned to Special  
Council Meeting

Thursday Dec. 20, 1984

at 5 PM

In City Council,

December 10, 1984

12/10/84

- Report Received -  
Hearing set for

12/17/84 at 5:30 PM

12/17/84

Returned to Special Council