

# City of Cambridge

Charter Right #1

MASSACHUSETTS

In City Council 4-7, 1997

FD Ordered: That the City Council shall execute the contract w/ the City Manager forwarded by Govt Operations Committee at its March 26, 1997 meeting for a term beginning July 1, 1997 and continuing until June 30, 2000 as amended

| YEA | NAY | ABSENT | PRESENT |                            |
|-----|-----|--------|---------|----------------------------|
|     |     |        |         |                            |
| ✓   |     |        |         | V.M. Kathleen L. Born      |
| ✓   |     |        |         | Ms. Henrietta Davis        |
| ✓   |     |        |         | Mr. Francis H. Duehay      |
| ✓   |     |        |         | Mr. Anthony Galluccio      |
|     | ✓   |        |         | Mr. Kenneth E. Reeves      |
| ✓   |     |        |         | Mr. Michael A. Sullivan    |
|     | ✓   |        |         | Mr. Timothy J. Toomey, Jr. |
|     | ✓   |        |         | Ms Katherine Triantafillou |
| ✓   |     |        |         | Mayor Sheila T. Russell    |

6 3 0 0

MS on susp w/9  
RFO-9

# City of Cambridge

MASSACHUSETTS

Charter Right # 1

In City Council 4-7, 1997

Ordered: That the City Council shall  
 FD Enter <sup>(into the)</sup> ~~Contract~~ <sup>(w/ the CM)</sup> ~~fr~~awarded by Govt Operations Committee effective  
 July 1, 1997, to expire June 30, 2000, as amended by  
 C. Sullivan in Sec 3.

| YEA | NAY | ABSENT | PRESENT |                            |
|-----|-----|--------|---------|----------------------------|
|     |     |        |         |                            |
| ✓   |     |        |         | V.M. Kathleen L. Born      |
| ✓   |     |        |         | Ms. Henrietta Davis        |
| ✓   |     |        |         | Mr. Francis H. Duehay      |
| ✓   |     |        |         | Mr. Anthony Galluccio      |
|     | ✓   |        |         | Mr. Kenneth E. Reeves      |
| ✓   |     |        |         | Mr. Michael A. Sullivan    |
|     | ✓   |        |         | Mr. Timothy J. Toomey, Jr. |
|     | ✓   |        |         | Ms Katherine Triantafillou |
| ✓   |     |        |         | Mayor Sheila T. Russell    |

6 3 0 0

# City of Cambridge

MASSACHUSETTS

*Charter Right #1*

In City Council

*4-7*

, 1997

*FD Move the Question*

|                             | YEA | NAY | ABSENT | PRESENT |
|-----------------------------|-----|-----|--------|---------|
| V.M. Kathleen L. Born       | ✓   |     |        |         |
| Ms. Henrietta Davis         | ✓   |     |        |         |
| Mr. Francis H. Duehay       | ✓   |     |        |         |
| Mr. Anthony Galluccio       | ✓   |     |        |         |
| Mr. Kenneth E. Reeves       |     | ✓   |        | 1       |
| Mr. Michael A. Sullivan     |     | ✓   |        |         |
| Mr. Timothy J. Toomey, Jr.  |     | ✓   |        |         |
| Ms. Katherine Triantafillou |     | ✓   |        |         |
| Mayor Sheila T. Russell     | ✓   |     |        |         |

*5 4*

*Failed*

# City of Cambridge

*Charter Right #1*

MASSACHUSETTS

In City Council 4-7, 1997

*TT Amend the contract to  
Repeal Add Sect 12 City Mgr required  
to become a resident of City w/in 6 mos.*

|                             | YEA | NAY | ABSENT | PRESENT |
|-----------------------------|-----|-----|--------|---------|
| V.M. Kathleen L. Born       |     | ✓   |        |         |
| Ms. Henrietta Davis         |     | ✓   |        |         |
| Mr. Francis H. Duehay       |     | ✓   |        |         |
| Mr. Anthony Galluccio       |     | ✓   |        |         |
| Mr. Kenneth E. Reeves       |     |     |        | ✓       |
| Mr. Michael A. Sullivan     |     | ✓   |        |         |
| Mr. Timothy J. Toomey, Jr.  | ✓   |     |        |         |
| Ms. Katherine Triantafillou | ✓   |     |        |         |
| Mayor Sheila T. Russell     |     | ✓   |        |         |

*2 6 0 1*

# City of Cambridge

*Charter Right #1*

MASSACHUSETTS

In City Council

*4-7*

, 1997

*Aimed at to contract*

*TT Policy*

|                             | YEA | NAY | ABSENT | PRESENT |
|-----------------------------|-----|-----|--------|---------|
| V.M. Kathleen L. Born       |     | ✓   |        |         |
| Ms. Henrietta Davis         |     | ✓   |        |         |
| Mr. Francis H. Duehay       |     | ✓   |        |         |
| Mr. Anthony Galluccio       |     | ✓   |        |         |
| Mr. Kenneth E. Reeves       |     |     |        | ✓       |
| Mr. Michael A. Sullivan     |     | ✓   |        |         |
| Mr. Timothy J. Toomey, Jr.  | ✓   |     |        |         |
| Ms. Katherine Triantafillou | ✓   |     |        |         |
| Mayor Sheila T. Russell     |     | ✓   |        |         |

*2 6 0 1*

*Failed*

# City of Cambridge

Charter Right #1

MASSACHUSETTS

In City Council 4-7, 1997

FT m- to amend the  
contract w/ the City Manager to require that  
the City Manager acknowledges the policy of the C.C. that  
C.M. is expected to become a resident

|                             | YEA | NAY | ABSENT | PRESENT |
|-----------------------------|-----|-----|--------|---------|
| V.M. Kathleen L. Born       |     | ✓   |        |         |
| Ms. Henrietta Davis         |     | ✓   |        |         |
| Mr. Francis H. Duehay       |     | ✓   |        |         |
| Mr. Anthony Galluccio       |     | ✓   |        |         |
| Mr. Kenneth E. Reeves       |     |     |        | ✓       |
| Mr. Michael A. Sullivan     |     | ✓   |        |         |
| Mr. Timothy J. Toomey, Jr.  | ✓   |     |        |         |
| Ms. Katherine Triantafillou | ✓   |     |        |         |
| Mayor Sheila T. Russell     |     | ✓   |        |         |

2 6 0 1

Failed

# City of Cambridge

MASSACHUSETTS

*Charter  
Right #1*

In City Council 4-7, 1997

*MAS Amendment To Limit*

*Salary paid at time of term of term under Sec 3 to maximum of 130,000*

| YEA | NAY | ABSENT | PRESENT |                            |
|-----|-----|--------|---------|----------------------------|
|     |     |        |         |                            |
| ✓   |     |        |         | V.M. Kathleen L. Born      |
| ✓   |     |        |         | Ms. Henrietta Davis        |
| ✓   |     |        |         | Mr. Francis H. Duehay      |
|     | ✓   |        |         | Mr. Anthony Galluccio      |
|     |     |        | ✓       | Mr. Kenneth E. Reeves      |
| ✓   |     |        |         | Mr. Michael A. Sullivan    |
|     | ✓   |        |         | Mr. Timothy J. Toomey, Jr. |
|     | ✓   |        |         | Ms Katherine Triantafillou |
| ✓   |     |        |         | Mayor Sheila T. Russell    |

5 3 0 1

*Adopted*



# City of Cambridge

Charter Right #1

IN CITY COUNCIL

April 7, 1997

COUNCILLOR TOOMEY

ORDERED: That the proposed contract between the City Council and the City Manager be amended to require that the City Manager become a resident of the City of Cambridge within six months of the effective date of the contract.

In City Council April 7, 1997.

Failed of Adoption by a ye and nay vote:-

Yeas 2; Nays 6; Absent 0; Present 1.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

*D. Margaret Drury*

ATTEST:-

D. Margaret Drury  
City Clerk



# City of Cambridge

Charter Right #1

IN CITY COUNCIL

April 7, 1997

COUNCILLOR TOOMEY

ORDERED: That the proposed contract between the City Council and the City Manager be amended to require that the City Manager acknowledge that it is the policy of the City Council that the City Manager is required to become a resident of the City of Cambridge; and be it further

ORDERED: That the contract be further amended to require that the City Manager report annually by July 1 regarding his efforts to become a resident of the City of Cambridge.

In City Council April 7, 1997.

Failed of Adoption by a yea and nay vote:-

Yeas 2; Nays 6; Absent 0; Present 1.

Attest:- D. Margaret Drury, City Clerk.

A true copy *D. Margaret Drury*

ATTEST:-

D. Margaret Drury  
City Clerk



# City of Cambridge

Charter Right #1

IN CITY COUNCIL

April 7, 1997

COUNCILLOR TOOMEY

ORDERED: That the proposed contract between the City Council and the City Manager be amended to require that the City Manager acknowledge the policy of the City Council that the City Manager is expected to become a resident of the City of Cambridge.

In City Council April 7, 1997.

Failed of Adoption by a yea and nay vote:-

Yeas 2; Nays 6; Absent 0; Present 1.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

A handwritten signature in cursive script that reads "D. Margaret Drury".

ATTEST:-

D. Margaret Drury  
City Clerk



# City of Cambridge

Charter Right #1

IN CITY COUNCIL

April 7, 1997

COUNCILLOR SULLIVAN

ORDERED: That Section three of the proposed contract between the City Council and the City Manager be amended to limit salary paid at the time of termination under Section three to a maximum of \$130,000 plus any accrued benefits under this section.

In City Council April 7, 1997.

Adopted by a ye and nay vote:-

Yeas 5; Nays 3; Absent 0; Present 1.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

A handwritten signature in cursive script that reads "D. Margaret Drury".

ATTEST:-

D. Margaret Drury  
City Clerk

AN EMPLOYMENT AGREEMENT BETWEEN THE CITY COUNCIL  
OF CAMBRIDGE AND ROBERT W. HEALY, Jr.

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 Officer, Chief Administrative Officer, and the Chief Conservator of the Peace of the City of Cambridge in accordance with Chapter 43, Section 93 through 108 of the Massachusetts General Laws, (Plan E Charter); and,

Whereas, Robert W. Healy, Jr. has served, honorably and with distinction in the position of City Manager since 1981, in a manner which has brought high quality, comprehensive municipal services to residents, businesses, institutions and visitors of the City, while maintaining unprecedented fiscal stability,

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

This agreement, made and entered this 7<sup>th</sup> day of April, 1997 by and between the City of Cambridge, a municipal corporation and Robert W. Healy, Jr., City Manager, and expire on June 30, 2000.

Whereas, the City, acting through the City Council, 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 through 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 the 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 to him to remain in such

employment, (2) to make possible full work productivity by assuring the employee's morale and peace of mind with respect to future security, (3) promote and foster trust between the City Council and 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,

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 through 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 the said employee at any time, subject only to the provisions set forth in Section 3, of this Agreement.

B. In the event written notice is not given by either party to this agreement to the other six months prior to the termination date as hereinabove provided, this agreement shall be extended on the 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 six months' 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

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, provided further that the City Council shall pay the City Manager fifty per cent (50%) of the financial obligations, or six months salary, whichever is greater, in no event shall this amount exceed \$130,000, and one hundred per cent (100%) of any accrued sick leave, vacation, holidays, and compensatory time accrued during the term of this contract, retirement benefits and other accrued benefits as are due to the employee under the terms of this agreement. The payment provisions provided in this paragraph are voided in the event the employee is convicted of a felony or malfeasance in office, except for those earned benefits such as accrued sick leave, vacation, compensatory time, and retirement benefits as provided in this agreement. In the event that termination is elected by the employer at the expiration of this contract, the employee shall be entitled to six months' severance pay at his then salary rate, as well as those earned benefits such as

accrued sick leave, vacation, compensatory time, and retirement benefits as provided in this agreement.

#### 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 and 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, holiday, compensatory time or other accrued benefits. For the purposes of this Section, the employee, inasmuch as he is the Chief Conservator of the Peace for the City of Cambridge, shall be provided retirement benefits in accordance with Chapter 32, Section 3, paragraph g, as if a member of Group 4, as provided in Section 9 of this Agreement.

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

#### Section 5. Compensation

A. The employee shall be paid an annual salary in accordance with Chapter 2.62 of the Cambridge Municipal Code on the salaries of Department Heads of the City of Cambridge.

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

C. The employee shall be entitled to all medical, dental, hospital, life insurance, and other benefits available to other non-union managerial personnel employed by the City.

D. The employee shall be entitled to twenty-five working days of vacation, exclusive of legal holidays. It is the intention of the parties that these vacation days be taken annually, but in no event may the employee carry forward more than five days' additional vacation in any one year during the term of this agreement.

#### Section 6. Evaluation of 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 the employer and employee.

B. Annually, in January, the Council and the 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

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. One week of earned but unused compensatory time may be carried over.

#### Section 8. Automobile

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

#### Section 9. Retirement

The City Council agrees, that the employee as Chief Conservator of the Peace of the City of Cambridge shall be provided with supplemental retirement benefits pursuant to M.G. L. c. 41, sec. 108N, so that, upon retirement, he shall receive retirement benefits according to the same formula as those employees in Group 4 of Chapter 32, Section 3, paragraph g, of the Massachusetts General Laws. Such supplemental amount in excess of Group 1 benefits, including survivors benefits, shall be payable from the non-contributory retirement account.

#### Section 10. Indemnification

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 in the employee's performance of his duties as City Manager.

#### Section 11. General Provisions

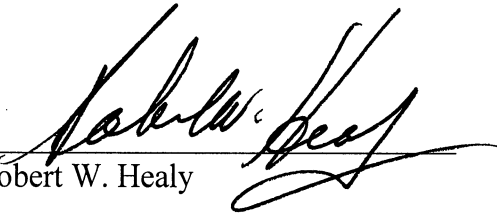
A. The text herein contained shall constitute the entire agreement between the parties.

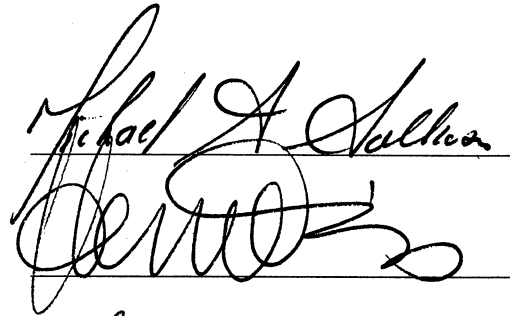
B. This agreement shall be binding upon the inure to the benefit of the heirs at law and executors of the employee.

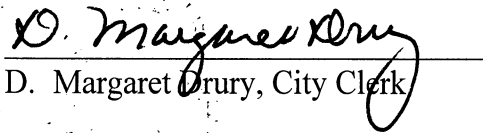
C. This agreement shall become effective July 1, 1997.

D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional or otherwise in violation of law, the remainder of the agreement shall be deemed severable, and shall not be affected and shall remain in full force and effect.

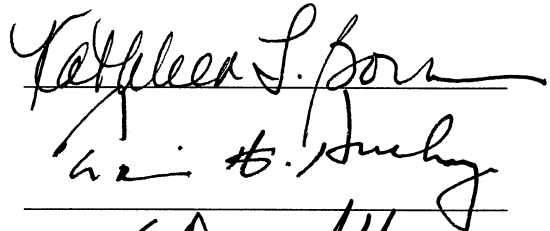
In Witness Whereof, the City Council of the City of Cambridge has voted that this agreement be entered into as duly attested by its City Clerk and the employee has signed and executed this agreement this 7<sup>th</sup> day of April, 1997.

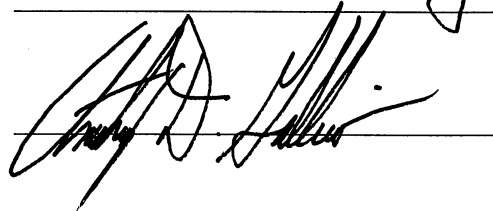
  
Robert W. Healy

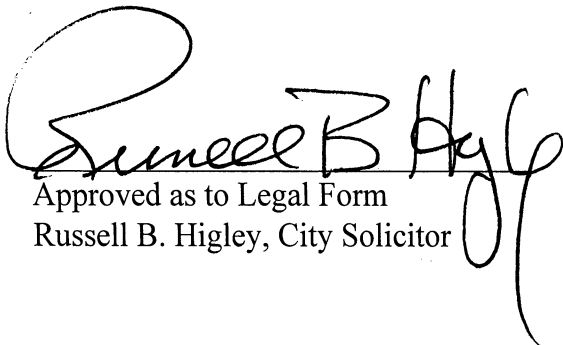
  
Michael A. Sullivan

  
D. Margaret Drury, City Clerk

  
Shula Russell

  
Kathleen S. Pora

  
W. B. Buckley

  
Approved as to Legal Form  
Russell B. Higley, City Solicitor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# City of Cambridge

The Government Operations Committee held a public meeting on March 26, 1997, beginning at 10:00 a.m. in the Ackermann Room for the purpose of considering the contract between the City Council and the City Manager.

Present at the meeting were Councillor Michael A. Sullivan, Chair of the Committee, Vice Mayor Kathleen L. Born, Councillor Henrietta Davis, Councillor Francis H. Duehay, Councillor Kenneth E. Reeves, Mayor Sheila Doyle Russell, City Clerk D. Margaret Drury and Sandra Albano, Assistant to the City Council. Also present were City Manager Robert W. Healy and Deputy City Manager, Richard C. Rossi.

Councillor Sullivan convened the meeting and explained the purpose. He noted that the Committee has received a proposed contract from Robert W. Healy which denotes by underline proposed changes to the current contract\*

The Committee proceeded to review Mr. Healy's proposed changes to the contract.

There was a discussion of the proposed change to Section 9, to allow for payments of the supplemental retirement benefit by purchase of an annuity. It was agreed without objection that this change be deleted.

Councillor Davis asked how much compensatory time could be accrued under this contract. Mr. Healy said that the maximum could be three weeks, one for each year of the contract.

There was a discussion of the issue of severance pay in Section 3 of the proposed contract. It was agreed that the language would be changed to clarify that severance pay is only provided in the circumstance that the City Council elects to terminate the contract.

Councillor Reeves asked how the City Council can sign a three year contract if the City Council cannot bind the subsequent City Council. Councillor Sullivan stated that nothing in the contract would prohibit a future City Council from terminating the City Manager, the contract merely sets the cost of that termination. Mr. Healy gave the example of municipal bidding, where future City Councils are required to appropriate payment for the debt service of the obligation incurred by a past Council.

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\*Attachment one to this report is a version of that proposed contract which also includes the changes made at this committee meeting. The Committee's changes are differentiated by bold font for additions and strike out for deletions.

Councillor Sullivan asked about the total value of the contract. Mr. Healy said that the value includes the stated pay, the use of a car, a whole life insurance policy of \$120,000, as well as the fringe benefits available to all city employees.

Councillor Reeves stated that he has concerns about the appropriateness of a three year contract. Councillor Sullivan stated that he believes a two year contract is more appropriate even though it would mean another termination in an election year, which is not ideal.

Vice Mayor Born noted that since Mr. Healy would be eligible for retirement after this contract, there is a possibility that he would be retiring and the City Council would be engaging in a search for a new City Manager, so the timing of the end of the contract is important.

Councillor Reeves noted the benefits of planned transitions.

Councillor Duehay said that three years is too far away to discuss these issues. This contract process should go forward with the full expectation of a full term with the incumbent. A future City Council will deal with transition questions when they arise. He has been here for the transition of a school superintendent and several city managers. Sometimes the transition is smooth, sometimes it is acrimonious and difficult. It all depends on the circumstances at the time. Anticipation of retirement does not strengthen stability.

Mayor Russell said that Mr. Healy brings a lot of resources to the job, including his knowledge of the City and his fiscal skills.

Councillor Duehay stated that there were many problems with the City before Mr. Healy's tenure. It is very clear to him that Cambridge has had a very good City Manager for a long period of time. That is not to say that everything is perfect or that the City Manager could not do better in some areas, because he could. However, the City Manager is often blamed for things which are really the responsibility of the City Council.

Councillor Reeves said that he voted for the City Manager contract prior to the last extension and he voted for the extension. However, he does not at this time want to vote for more of the status quo. Some issues that are important to him have not been addressed and he knows by now that they will not be addressed by this City Manager. He cited the Arts Council and programming for the youth centers.

Vice Mayor Born stated that she finds it difficult to fault the City Manager for not having done things which he has not been asked to do by at least five members of the City Council.

Councillor Duehay moved that the contract as amended by the Committee be forwarded to the City Council with a recommendation for a three year term.

Councillor Sullivan stated that he intended to propose a two year term. He stated that he had heard from at least three colleagues that the three year term had some connection with anticipation that Mr. Healy would retire after three years, and he will not vote for a term that anticipates a retirement. He intends to vote for this contract and anticipates voting for an extension when it expires. It is not good for the City or the City Manager for the City Council either through the contract or by statements to prematurely announce the City Managers retirement.

Vice Mayor Born and Mayor Russell both stated that whatever they may have said about Mr. Healy's retirement was from their thoughts, not discussions with Mr. Healy. Councillor Duehay stated that he had never discussed the question of retirement with Mr. Healy in any discussions about his contract. He believes that the contract should not expire in an election year; it should terminate in an off-year when the City Council can give the matter better attention. A two year contract would expire in an election year.

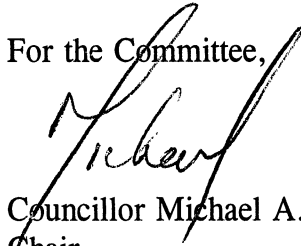
Councillor Davis agreed that the contract should not expire in an election year.

Councillor Reeves noted that three City Councillors who are not present may have a different idea as to the appropriate term.

It was agreed without objection that the proposed contract as amended will be forwarded to the full City Council without a recommendation as to its duration.

The meeting was adjourned at twelve o'clock noon.

For the Committee,



Councillor Michael A. Sullivan  
Chair

s

attachment

AN EMPLOYMENT AGREEMENT BETWEEN THE CITY COUNCIL  
OF CAMBRIDGE AND ROBERT W. HEALY, Jr.

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 Officer, Chief Administrative Officer, and the Chief Conservator of the Peace of the City of Cambridge in accordance with Chapter 43, Section 93 through 108 of the Massachusetts General Laws, (Plan E Charter); and,

Whereas, Robert W. Healy, Jr. has served, honorably and with distinction in the position of City Manager since 1981, in a manner which has brought high quality, comprehensive municipal services to residents, businesses, institutions and visitors of the City, while maintaining unprecedented fiscal stability,

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

This agreement, made and entered this     day of     1997 by and between the City of Cambridge, a municipal corporation and Robert W. Healy, Jr., City Manager, and expire on June 30, [     ].

Whereas, the City, acting through the City Council, 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 through 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 the 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 to him to remain in such

employment, (2) to make possible full work productivity by assuring the employee's morale and peace of mind with respect to future security, (3) promote and foster trust between the City Council and 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,

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 through 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 the said employee at any time, subject only to the provisions set forth in Section 3, of this Agreement.

B. In the event written notice is not given by either party to this agreement to the other six months prior to the termination date as hereinabove provided, this agreement shall be extended on the 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 six months' 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

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, provided further that the City Council shall pay the City Manager fifty per cent (50%) of the financial obligations, or six months salary, whichever is greater, and one hundred per cent (100%) of any accrued sick leave, vacation, holidays, and compensatory time accrued during the term of this contract, retirement benefits and other accrued benefits as are due to the employee under the terms of this agreement. The payment provisions provided in this paragraph are voided in the event the employee is convicted of a felony or malfeasance in office, except for those earned benefits such as accrued sick leave, vacation, compensatory time, and retirement benefits as provided in this agreement. In the event ~~of~~ **that termination is elected by the employer** at the expiration of this contract, the employee shall be entitled to six months' severance pay at

his then salary rate, as well as those earned benefits such as accrued sick leave, vacation, compensatory time, and retirement benefits as provided in this agreement.

#### 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 and 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, holiday, compensatory time or other accrued benefits. For the purposes of this Section, the employee, inasmuch as he is the Chief Conservator of the Peace for the City of Cambridge, shall be provided retirement benefits in accordance with Chapter 32, Section 3, paragraph g, as if a member of Group 4, as provided in Section 9 of this Agreement.

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

#### Section 5. Compensation

A. The employee shall be paid an annual salary in accordance with Chapter 2.62 of the Cambridge Municipal Code on the salaries of Department Heads of the City of Cambridge.

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

C. The employee shall be entitled to all medical, dental, hospital, life insurance, and other benefits available to other non-union managerial personnel employed by the City.

D. The employee shall be entitled to twenty-five working days of vacation, exclusive of legal holidays. It is the intention of the parties that these vacation days be taken annually, but in no event may the employee carry forward more than five days' additional vacation in any one year during the term of this agreement.

#### Section 6. Evaluation of 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 the employer and employee.

B. Annually, in January, the Council and the 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

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. One week of earned but unused compensatory time may be carried over.

#### Section 8. Automobile

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

#### Section 9. Retirement

The City Council agrees, that the employee as Chief Conservator of the Peace of the City of Cambridge shall be provided with supplemental retirement benefits pursuant to M.G. L. c. 41, sec. 108N, so that, upon retirement, he shall receive retirement benefits according to the same formula as those employees in Group 4 of Chapter 32, Section 3, paragraph g, of the Massachusetts General Laws. Such supplemental amount in excess of Group 1 benefits, including survivors benefits, shall be payable from the non-contributory retirement account. or, at the discretion of the employee, payable from a single premium annuity purchased during the term of this agreement for that purpose.

#### Section 10. Indemnification

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 in the employee's performance of his duties as City Manager.

#### Section 11. General Provisions

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

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

C. This agreement shall become effective \_\_\_\_\_, 1997.

D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional or otherwise in violation of law, 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 March, 1997.

\_\_\_\_\_  
Robert W. Healy

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
D. Margaret Drury, City Clerk

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\_\_\_\_\_

\_\_\_\_\_  
Approved as to Legal Form  
Russell B. Higley, City Solicitor

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Committee Report #5

Carl  
5-194

A report was received from the Government Operations Committee for the purpose of considering the contract between the City Council and the City Manager.

April 7, 1997

Section three, 5-3-0-1.  
Contract as amended  
approved on a roll  
call vote 6-3-0.

In City Council March 31, 1997

Charter right  
exercised by  
Councillor Duguay,  
April 7, 1997  
Motion By Councillor  
Duguay to execute the  
contract effective  
July 1, 1997, to expire  
on June 30, 2000, motion  
to amend by Councillor Sullivan  
to establish limit on salary  
compensation in case of  
termination under