

City of Cambridge

MASSACHUSETTS

In City Council Nov 18, 2002

Committee Report # 4 On Contract of
Employment of Robert W. Healy, City Manager

YEA	NAY	ABSENT	PRESENT	
✓				Vice Mayor Henrietta Davis
✓				Ms. Marjorie C. Decker
✓				Mr. Anthony D. Galluccio
✓				Mr. David P. Maher
✓				Mr. Brian Murphy
✓				Mr. Kenneth E. Reeves
✓				Ms. Denise Simmons
✓				Mr. Timothy J. Toomey, Jr.
✓				Mayor Michael A. Sullivan

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

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 "Manager" and the City of Cambridge, hereinafter referred to as the "City", that the employment relationship between the City and the Manager shall be governed by the following provisions:

This agreement, made and entered this 18th day of November, 2002, by and between the City of Cambridge, a municipal corporation, and Robert W. Healy, Jr., City Manager, and expire on August 31, 2006.

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, Section 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 manager; and

Whereas, it is the desire of the Cambridge City Council to (1) secure and retain the service 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 Manager's morale and peace of mind with respect to future security, (3) promote and foster trust between the City Council and the Manager, and (4) to provide a just means for

terminating Manager'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

The City 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, Section 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 Manager 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 obligation, 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 Manager is convicted of a felony or malfeasance in office, except for those earned benefits such as provided in this agreement. In the event that termination is elected by the City at the expiration of this contract, the Manager 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. In the event that the Manager voluntarily terminates his position with the City, prior to the expiration of this Agreement, the Manager shall give the City 90 days written notice. The above benefits, other than severance pay, shall apply to this circumstance.

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Section 4. Disability

A. If the manager 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, City and Manager shall have the option to terminate this agreement subject to the conditions of Section 3. Manager shall be compensated for any accrued sick leave, vacation, holiday, compensatory time or other accrued benefits. For the purpose of this Section, the Manager, 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. The City agrees to put into force for the Manager insurance policies for accident, sickness and disability benefits. As a "Reasonable Accommodation" the City agrees to the repair or replacement cost of hearing devices necessary for the Manager to perform essential duties of the position.

Section 5. Compensation

A. The Manager shall be paid an annual salary of \$176,213 in accordance with Chapter 2.62 of the Cambridge Municipal Code as amended on the Salaries of Department Heads of the City of Cambridge. Additionally, a one time pensionable, base buildup payment of \$5,000 shall be made prior to December 31, 2002. The manager shall receive a three percent salary adjustment on 1/1/03, 1/1/04, 1/1/05, and 1/1/06.

B. The Manager 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 manager.

C. The manager 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 Manager 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 manager 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 manager at meetings scheduled by the Government Operations Committee of the City Council Said review and evaluation shall be in accordance with specific criteria developed jointly by the City and Manager.

B. Biannually, the City and the Manager 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 Manager must devote a great deal of time outside the normal office hours of the City, and to that the Manager will be allowed to take compensatory time off. One week of earned but unused compensatory time may be carried over.

Section 8. Automobile

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

Section 9. Retirement

The City Council agrees, that the Manager, 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. As a result of the Manager's long service with the City, the value of the above referenced supplemental retirement benefit has dramatically reduced over time. In recognition of this, the City agrees to provide further supplemental retirement benefits, pursuant to MGL c.41, Section 108 N by supplementing the Manager's retirement benefit by paying to him a monthly payment equal to the difference between his actual monthly retirement allowance, and the allowance he would have received had he selected Option A as specified in MGL c.32 Section 12. These monthly payments shall begin with the date of his retirement and shall terminate with his death.

These monthly supplemental benefit payments shall be payable from the non-contributory retirement account.

Section 10. Indemnification

The City shall defend, save harmless, and indemnify the Manager 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 Manager's performance of his duties as City Manager. Such provisions shall continue to be in effect after the expiration of employees contract. Manager shall be paid the hourly rate in existence at the end of his service for testimony or consultation by or on behalf of the City for such claims or actions.

Section 11. Provisions

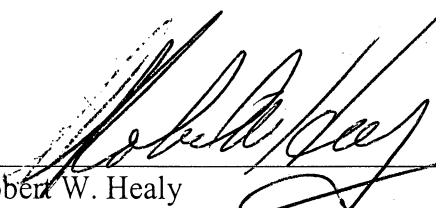
A. The text herein contained shall constitute the entire agreement between the parties.

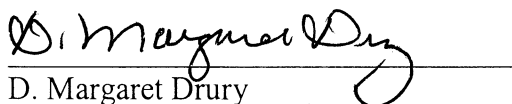
B. This agreement shall be binding upon the inure to the benefit of the heirs at law and executors of the Manager.

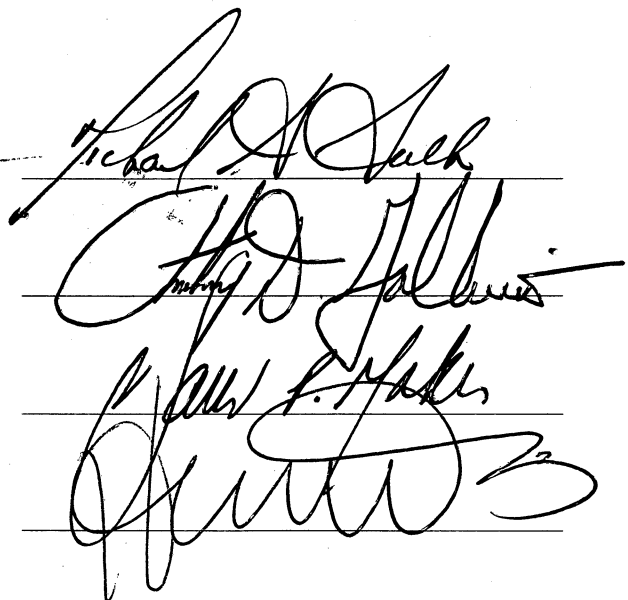
C. This agreement shall become effective Nov. - 18, 2002.

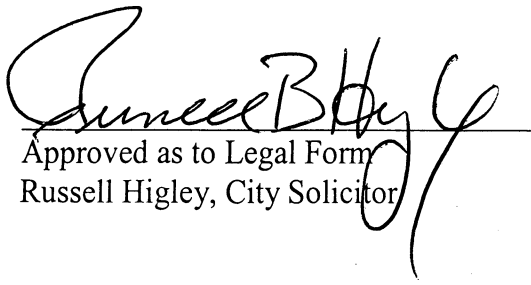
D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional or otherwise in violation of law, the remainder of the agreement shall be deemed severable, and shall not be affected and shall remain in full force and effect.

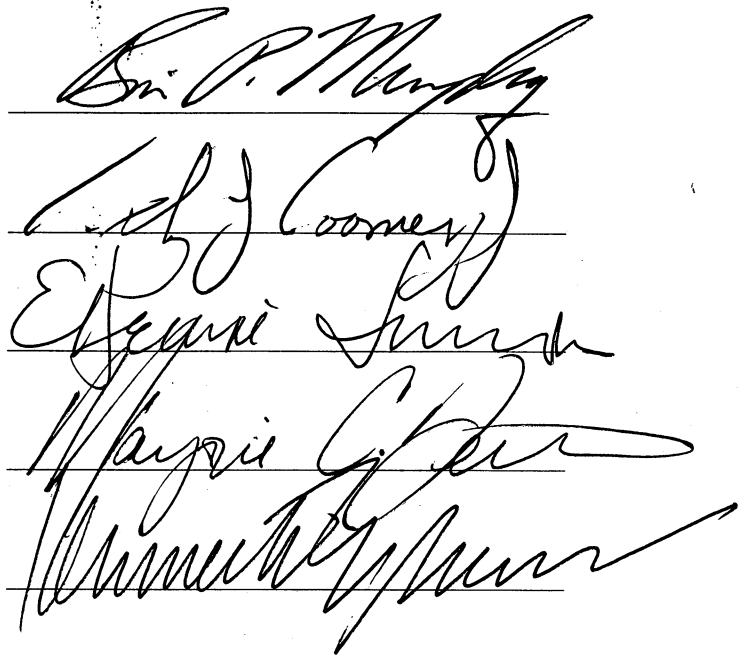
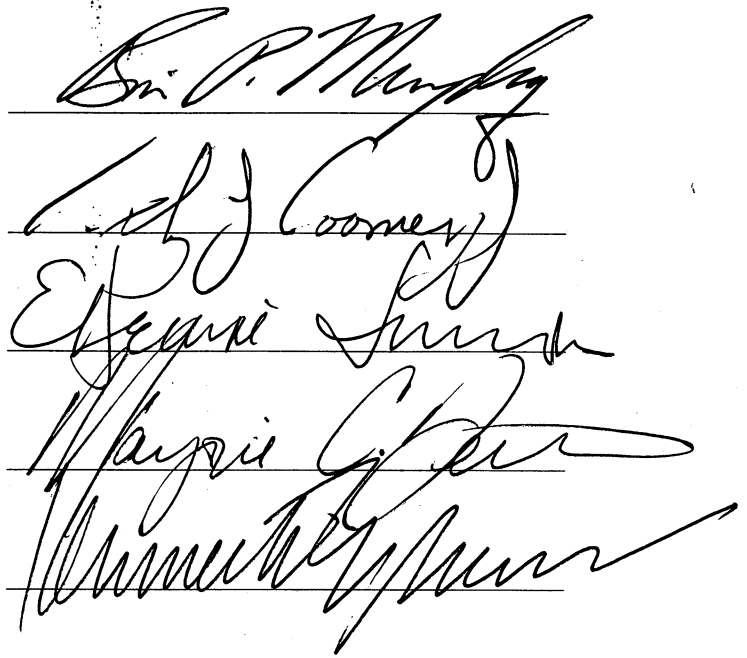
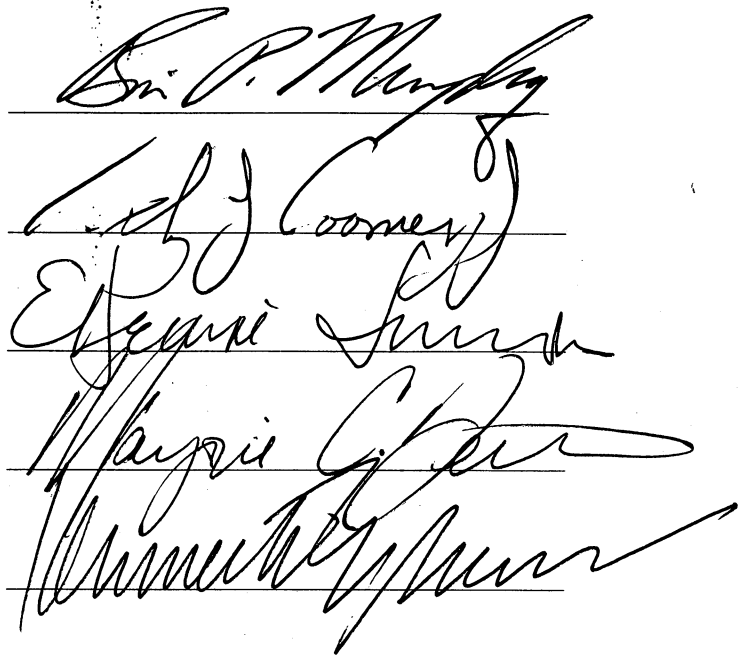
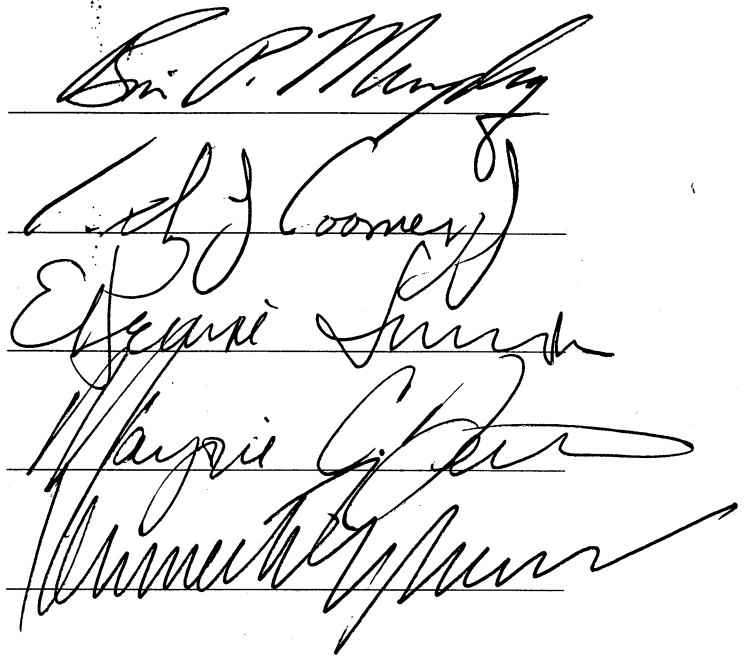
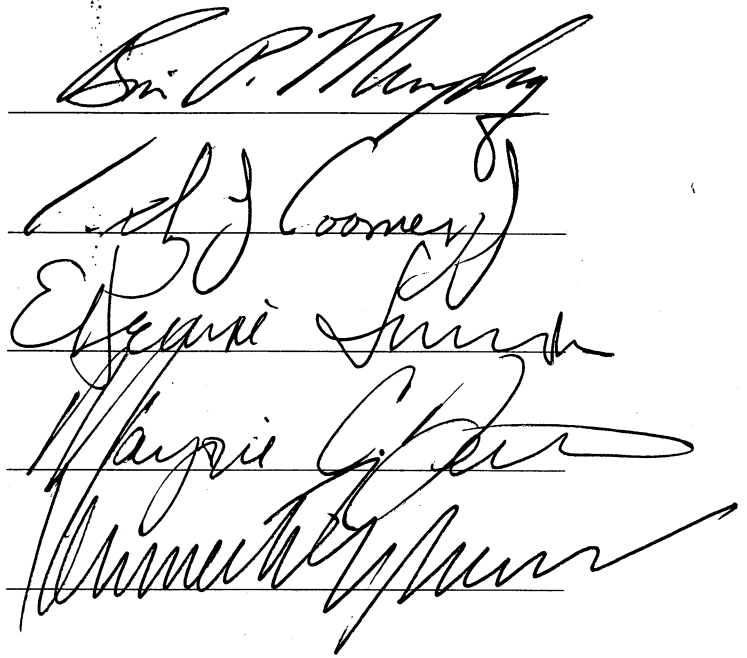
In witness Whereof, the City Council for the City of Cambridge has voted that this agreement be entered into as duly attested by its City Clerk and the employee has signed and executed this agreement this 18th day of November, 2002.


Robert W. Healy


D. Margaret Drury




Approved as to Legal Form
Russell Higley, City Solicitor

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

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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 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,

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These monthly supplemental benefit payments shall be payable from the non-contributory retirement account.

Section 10. Indemnification

The City shall defend, save harmless, and indemnify the Manager 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 Manager's performance of his duties as City Manager. Such provisions shall continue to be in effect after the expiration of employees contract. Manager shall be paid the hourly rate in existence at the end of his service for testimony or consultation by or on behalf of the City for such claims or actions.

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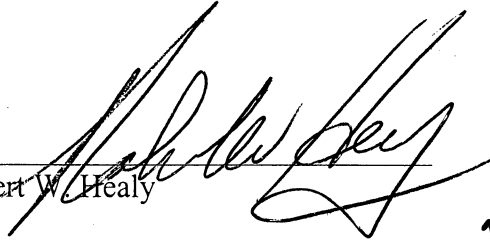
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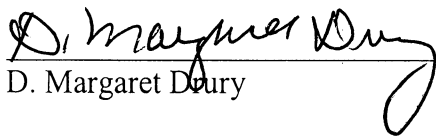
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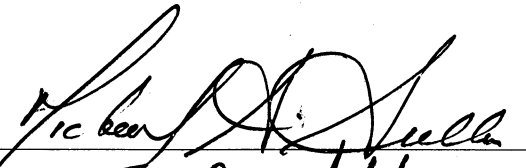
C. This agreement shall become effective November 18, 2002.

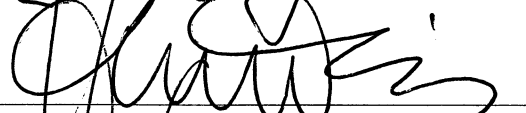
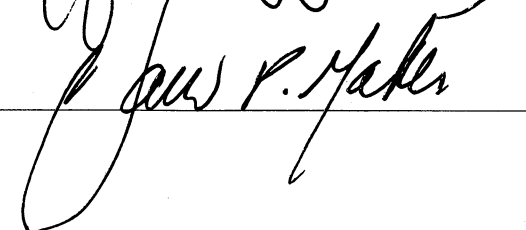
D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional or otherwise in violation of law, the remainder of the agreement shall be deemed severable, and shall not be affected and shall remain in full force and effect.

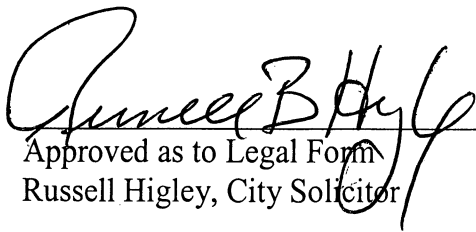
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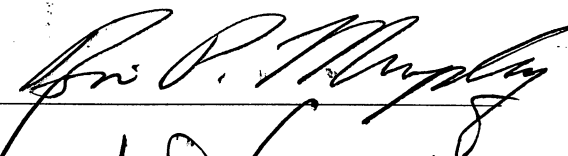
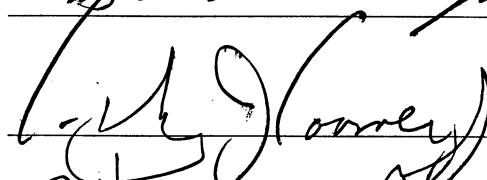
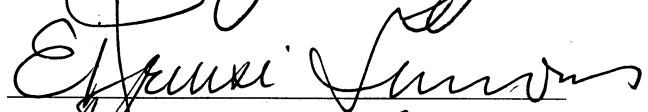
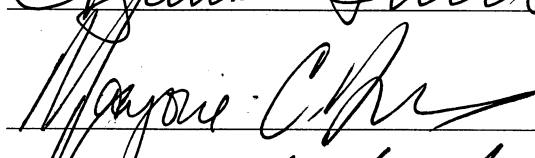
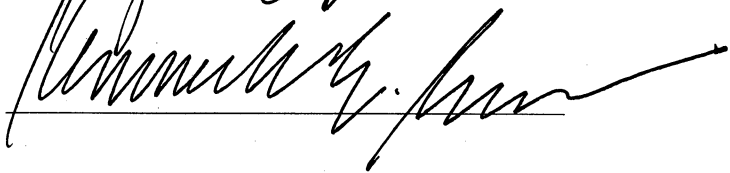

Robert W. Healy


D. Margaret Dury




Approved as to Legal Form
Russell Higley, City Solicitor

City of Cambridge

GOVERNMENT OPERATIONS AND RULES

COMMITTEE MEMBERS

Councillor David P. Maher, Chair
Councillor Anthony D. Galluccio
Councillor Brian Murphy
Councillor Kenneth E. Reeves
Councillor Timothy J. Toomey

In City Council November 18, 2002

The Government Operations and Rules Committee held a public meeting on Wednesday, November 13, 2002 at nine o'clock and forty minutes a. m. in the Ackermann Room.

The purpose of the meeting was to conduct a working meeting with the City Manager for group evaluations by members of the City Council and to discuss the recommendations by the committee to the full City Council regarding the employment of the City Manager.

Present at the meeting were Councillor David P. Maher, Chair of the Committee, Councillor Anthony D. Galluccio, Councillor Brian Murphy, Mayor Michael A. Sullivan, City Manager Robert W. Healy, Deputy City Manager Richard Rossi, Assistant to the City Council Sandra Albano and Deputy City Clerk Donna P. Lopez. Also present were Eli Yarden and Stash Horowitz.

Councillor Maher convened the meeting and summarized the process. The committee approved the process that all members of the City Council would meet on a one-to-one basis with the City Manager and evaluate his performance. This occurred in October. There was a public meeting to receive public testimony regarding the City Manager's performance. This meeting occurred on October 23, 2002. Evaluation and setting the City Council Goals for fiscal year 2004 was being done at the same time as the evaluation of the City Manager, he said.

At this time Councillor Maher requested comments from the members of the City Council.

Councillor Galluccio stated that he has confidence in the City Manager's ability to run the city. He requested that a list of the capital projects be prepared by the City Manager on a quarterly basis and be provided to the City Council that lists the timeline, contact person, meetings held, what neighborhood groups were contacted and the status of the projects. Mr. Healy stated that the city is preparing the notice for sale of bonds for January. A list including the five-year plan will be provided in more detail. Mr. Rossi suggested a quarterly meeting to receive an update on capital projects. Mayor Sullivan stated that it was better to receive this information in a document format.

Mayor Sullivan stated that due to the difficult financial situation facing the state there is more than one difficult year ahead for the city. The employment contract for the city manager will benefit this city. It is not easy to be an administrator in difficult times.

Councillor Murphy stated that the telephone surveys show that the residents are satisfied with city services. The areas that need to be addressed are also outlined in the survey. There is common ground, he said.

Councillor Maher stated that Robert W. Healy has had a long, distinguished career in government. He told the city manager that if ever Cambridge needed the city manager it was now. He is happy that Robert W. Healy has negotiated a new contract with the city. Good leaders lead in difficult times, he said.

A discussion ensued about the schools. Councillor Maher stated that the city needed to address the issue of the students who are failing in school. The City Council is looking toward the city manager and the school committee to move the schools in the right direction. Mayor Sullivan stated that the City Council's focus is on the achievement gap, not on the fiscal condition. It was unique that the entire membership of the City Council signed the letter that was forwarded to the members of the school committee regarding the achievement gaps. If quality in education were happening in every school there would not be any problem with coming to the City Council for more money, said Councillor Maher. This is not about money it is about achievement.

At this time Robert W. Healy distributed proposed contract language to the committee. He highlighted the changes. The proposed changes were:

1. Expiration date of the contract, August 31, 2006;
2. Section 3 new language added at the end regarding voluntary termination as follows:
In the event that the Manager voluntarily terminates his position with the City, prior to the expiration of this Agreement, the Manager shall give the City 60 days written notice. The above benefits, other than severance pay, shall apply to this circumstance.
3. Section 4B new language added at the end as follows:
As a "Reasonable Accommodation: the city agrees to the repair or replacement cost of hearing devices necessary for the Manager to perform essential duties of the position.
4. Section 5A new language added as follows:
Additionally, a one-time pensionable base buildup payment of \$5,000 shall be made prior to December 31, 2002. The manager shall receive a three percent salary adjustments on 1/1/03, 1/1/04, 1/1/05 and 1/1/06.
5. Section 6A the first line shall read as follows:
The Council shall review and evaluate the performance of the manager at meetings scheduled by the Government Operations Committee of the City Council.
6. Section 6B add the word Biannually at the beginning of the first sentence.
7. Section 9 add new language at the end as follows:
As a result of the Manager's long service with the City, the value of the above referenced supplemental retirement benefit has dramatically reduced

over time. In recognition of this, the City agrees to provide further supplemental retirement benefits, pursuant to Massachusetts General Laws Chapter 41, Section 108N by supplementing the Manager's retirement benefit by paying to him a monthly payment equal to the difference between his actual monthly retirement allowance, and the allowance he would have received had he selected Option A as specified in Massachusetts General Laws Chapter 32, Section 12. These monthly payments shall begin with the date of his retirement and shall terminate with his death. These monthly supplemental benefit payments shall be payable from the non-contributory account.

Councillor Galluccio questioned if the sixty-day notice was standard. Mr. Healy responded in the affirmative. Mr. Horowitz questioned if a three-year contract has been the process established and if the sixty-day notice was enough notice. Councillor Maher responded that the contracts in the past have ranged from two to four years. The date of this contract will allow this issue to come up in a non-election year for the City Council. At this time Councillor Galluccio made a motion to amend the sixty-day notice in Section 3 to ninety days. This motion carried on a voice vote of four City Councillors.

Councillor Galluccio suggested that if the City Manager sees a transition in the future that he come up with a process or template for the selection process for a new city manager. Mayor Sullivan suggested that the evaluation process, the transition and the process be kept in the Government Operations and Rules Committee. Mr. Healy commented that this process works well in the Government Operations and Rules Committee.

Councillor Murphy made the following motion:

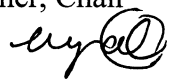
ORDERED: That the employment agreement between the City Council of Cambridge and Robert W. Healy be accepted as amended in Section 3 and referred to the full City Council with a favorable recommendation.

The motion carried on a voice vote of four City Councillors.

Councillor Maher thanked those present for their attendance.

The meeting adjourned at ten o'clock and twenty minutes a. m.

For the Committee,


Councillor David P. Maher, Chair


S-347

Committee Report #4

Committee Report from Councillor David P. Maher, Chair of the Government Operations and Rules Committee, for a meeting held on November 13, 2002 to discuss the recommendations by the committee to the full City Council regarding the employment of the City Manager.

In City Council November 18, 2002

**REPORT ACCEPTED.
PLACED ON FILE. ORDER
ADOPTED.
RECOMMENDATION
ADOPTED.
CONTRACT ADOPTED. 9-0-0.**