

April 14, 2017

INTERMUNICIPAL AGREEMENT

Agreement made this ____ day of May, 2017 by and among the Towns of Lee and Lenox, Massachusetts (the "Towns").

Whereas, the Towns share a Chief Administrative Officer performing the duties of the Town Administrator in Lee and the Town Manager in Lenox; and,

Whereas, the towns would like to share the services of an Assistant Chief Administrative Officer to focus on Human Resources; and,

Whereas, the Towns want to define the authority and duties of this position, as well as the responsibility of the Towns to pay for these shared services;

NOW THEREFORE the Towns agree that the Assistant Chief Administrative Officer shall be an employee of the Town of Lee and will be appointed by the Chief Administrative Officer.

FURTHERMORE, the responsibilities of the Assistant Chief Administrative Officer shall be as follows:

1. Serve the general human resources needs of municipal departments and employees (excluding schools) including:
 - a. Plan, direct, evaluate and exercise general supervision over the management of record keeping, the annual performance and appraisal process, development of department goals and objectives.
 - b. Establish policy and enforce departmental rules, regulations, work methods and procedures.
 - c. Responsible for all aspects of employee recruitment, hiring procedures and onboarding.
 - d. Provide guidance for departments in day-to-day administration of compensation plan, conduct salary surveys, prepare job descriptions and handle reclassification reviews.
 - e. Assist managers, department heads, and employees at all levels with work-related situations, administering progressive discipline, collective bargaining agreement interpretation, personnel policy clarification, or other work-related matters.
 - f. Provide information and assistance in a timely, efficient manner to all past and present employees, applicants, and other customers of human resources.
 - g. Prepare employee separation notices and related documentation and conduct Exit Interviews to determine employment trends and provide a smooth transition out of the Town's employment. Provide information for exiting employees according to unemployment laws. Analyze, review and track monthly unemployment claims; initiate timely accurate payment of invoices to third party administrator and Department of Unemployment Assistance.

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- h. Ensure compliance of Town human resources policies with all local, State, and Federal laws and regulations. Conduct investigations of discrimination, harassment, or other claimant charges. Represent organization at personnel related hearings and investigations.
 - i. Actively participate as a member of the senior management teams in both Lee and Lenox. Work collaboratively to set the direction for both municipal organizations, continually improve municipal services, and appropriately allocate organizational resources across departments.
- 2. For municipal and school department/employees, develop and administer all employee benefits policies and plans, including health, life, Workers' Compensation Program, and the public safety Injured on Duty program.

It is anticipated that costs will include but not be limited to the following:

- a. Wages/Salary and taxes
- b. Benefits (retirement contributions, health insurance, life insurance, workers comp, etc.)
- c. Replacement costs (sick, injured, vacation, etc.), if any
- d. Seminars, professional development, dues, and related training costs
- e. Any other related expenses approved by the Chief Administrative Officer

This Assistant Chief Administrative Officer Intermunicipal Agreement (ACAOIA) is intended to remain in effect as long as the Chief Administrative Officer Intermunicipal Agreement (CAOIA) remains in effect. However, in the event the CAOIA is terminated, the ACAOIA shall remain in effect until such time as notice is received by either board of Selectmen to the other, giving at least 30 days notice of its intention to withdraw from or to modify this ACAOIA.

IN WITNESS WHEREOF, the Towns of Lee and Lenox have caused this Agreement to be signed and executed in its behalf and by its Board of Selectmen, the agreement having been approved as to form by its Town Counsel and the availability of appropriated funds for such expenses having been verified by its Town Accountant. This Agreement signed and executed in duplicate, the day and year first above written.

Thomas Wickham, Chair
Patricia Carlino
David Consolati

Warren Archey, Chair
Edward Lane, Clerk
Kenneth Fowler
David Roche
Channing Gibson

Christopher J. Ketchen, Chief Administrative Officer