

**TOWN OF CHATHAM
FINANCE DIRECTOR
EMPLOYMENT AGREEMENT**

PREAMBLE

This Successor Agreement is entered into by and between the Town of Chatham, hereinafter referred to as "Employer" acting through the Town Manager and Alexandra Heilala, hereinafter referred to as "Employee", pursuant to the powers vested in the Employer by Massachusetts General Laws, Chapter 41, Section 55 and in accordance with Part IV Section 4-6 of the Home Rule. The original Agreement was entered into on May 17, 2010.

NOW THEREFORE, in consideration of mutual promises and covenants, Employer and Employee agree as follows:

- 1) Duties – Employer agrees to employ said Employee as Finance Director/Town Accountant of said Town of Chatham to perform the functions and duties as specified in the Town of Chatham position description.
- 2) Term - The term of this Agreement shall be for a three-year period beginning July 1, 2018 through and including June 30, 2021. Thereafter, this Agreement may be extended by mutual agreement. Either party may notify the other party within ninety (90) days of the expiration of the term of its intention not to renew.
- 3) Compensation: The salary of the Employee shall be \$4,873.60 bi-weekly for the period July 1, 2018 to December 31, 2018; \$4,998.40 bi-weekly for the period January 1, 2019 to June 30, 2019, plus an additional 40 hours of pay per fiscal year as previously referred to as Department Head Pay. The annual salary for the Employee shall be \$135,275.00 effective July 1, 2019 through June 30, 2020; \$139,350 effective July 1, 2020 through June 30, 2021. The above salary schedule for FY2020 and FY2021 includes 40 hours of pay per fiscal year as previously referred to as Department Head pay in Section 9 – Vacation of this Agreement. All increases shall be contingent on a satisfactory performance evaluation using a mutually agreeable performance evaluation instrument.
- 4) Performance Evaluation – The Employer shall review and evaluate the performance of the Employee on an annual basis.
- 5) Expense Reimbursement – The Employer agrees to budget and pay for professional dues, subscriptions and conference expenses of the Employee as the Employer deems reasonable for the continuation and participation of said Employee in national, regional, state and local professional associations and organizations. All shall be subject to prior approval.

6) Mileage Allowance - The Employer agrees to pay a mileage allowance of \$50 per pay period to the Employee.

7) Resignation or Termination -

The Employee may terminate this Agreement before the expressed termination date by giving written notice of her intention to do so to the Employer at least forty-five (45) days prior to the effective date of her termination.

8) In the event the Employee leaves her position voluntarily, she shall receive no further compensation from the Employer except unused vacation pay and twenty- five (25) percent of accrued sick time. (accrual for sick buy back will capped at 100 days) If the Employee is terminated for cause, the Employee shall receive no further compensation from the Employer except twenty- five (25) percent of unused sick leave and unused vacation time. Maximum accrual for sick buy back is 100 days accrued; or maximum of 25 days paid upon separation.

9) Vacation - The Employee shall accrue vacation days at the rate of 1.25 days per month for a total of fifteen (15) days per annum starting July1, 2018. The Employee shall accrue vacation days at the rate of 1.667 days per month for a total of twenty (20) days per annum starting July 1, 2019. The Employee may carry over no more than ten (10) days to the following year. The Employee will notify the Employer two (2) weeks prior to the commencement of any vacation period and the Employer shall approve of same based on the needs of the Department. *The Employee is also eligible for 40 hours of Department Head pay/leave for Fiscal Year 2019.* Such time may be used as vacation or any of the whole amount or any unused portion of such time may be paid in a lump sum on final pay period of the fiscal year. *The Employee is not eligible for Department Head pay in Fiscal Years 2020 and 2021.*

10) Sick Leave - Employee shall accrue sick leave of one and one-half (1½) days per month which may be carried over from year to year.

11) Personal Leave - Employee shall be credited with two (2) personal days per fiscal year. Personal days shall not be carried over from one fiscal year to another.

12) Bereavement Leave - Bereavement leave shall be granted without loss of pay in the event of death in the immediate family of a person covered by this Agreement as follows:

Spouse/Partner, Child/Step Child, Sibling.....up to 5 consecutive days
Parent, In-laws, Grandchildup to 3 consecutive days

13) Holidays - The following shall be recognized as holidays:

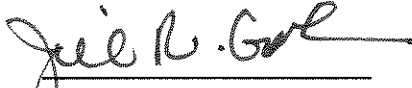
New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
President's Day	Veteran's Day

Patriot's Day
Memorial Day
Independence Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day

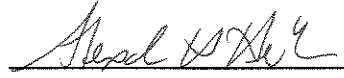
- 14) Health Insurance – Employer agrees to provide group health, dental, eye, and life insurance for Employee and her dependents in the same manner as is provided to all other Employees of the Employer.
- 15) Longevity – as provided for in the Personnel Policies.
- 16) Residency – There is no residency requirement.
- 17) Indemnification – Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of Employee's duties as Town Accountant. Employer may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment tendered thereon. Employer agrees to extend this indemnification if any such legal action be undertaken after Employee ceases to be in the employ of Employer.
- 18) Severability – If any paragraph or part thereof of this Agreement shall be determined by appropriate forum to be invalid, then in such event, the remaining paragraphs and provisions shall be binding and effective. The construction of this Agreement shall be governed by statutory and decisional law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the 1st day of March, 2019.



Jill R. Goldsmith
Town Manager

Date: 3/1/19



Alexandra Heilala

Date: 3/1/19

	Annual Base	Dept Head		
FY2019	128,835.84	2,499.20	131,335.04	4.6%
FY2020	135,275.00		135,275.00	2.9%
FY2021	139,350.00		139,350.00	2.9%