

## Employee Personal Contract

This agreement by and between Kimberly Collins (hereinafter "Employee") and the Town of East Longmeadow, Massachusetts, a municipal corporation (hereinafter, variously "Employer" or "Town") by the Town Manager who acts as an agent of the Town for purposes of such agreement.

WITNESSETH:

### Article I – Recitals

1. Employee is employed as the Director of Municipal Finance. She shall perform such duties and functions as established by Town Charter and job description.
2. The parties agree that the employee is not a civil service employee nor is she part of a collective bargaining unit. The purpose of this agreement is to clarify and settle the terms and conditions of employment under which the employee serves.
3. This agreement supersedes all prior agreements and understandings, written or oral, as may have heretofore governed the relations of the parties. Any future change in the terms and conditions of Employee's employment from that as addressed herein or which could have been lawfully addressed herein shall have no binding effect until and unless reduced to writing and executed by the parties hereto. These Article I Recitals shall be interpreted in all respects as incorporated within and made a part of the Agreement.

### Article II – Employment

1. The contract will be for a term of three (3) years, commencing February 1, 2023 and expiring January 31, 2026, and shall not be terminated during that term except for just cause. Pending re-appointment or until a successor is duly appointed, and subject to appropriation, the Town Manager may continue employee in an at-will status after expiration of the appointment for the compensation and fringe benefits last due the employee hereunder.
2. The Town shall refrain from discrimination against the Director of Municipal Finance in matters of pay, compensation, benefits, and working conditions because of age, sex, sexual orientation, religious convictions, race, national origin, or handicap.

### Article III – Compensation

Subject to Town appropriation, the Employee shall be paid as follows;

Effective as of February 1, 2023, a bi-weekly salary which, when annualized, equals \$115,000.

The Director of Municipal Finance may be entitled to additional salary increases based upon the results of the annual performance review, the first of which will take place on or before June 30, 2023.

#### Article IV - Performance Review

Performance of duties and responsibilities shall be reviewed annually by the Town Manager. Performance shall be evaluated on the basis of fulfilling duties and responsibilities contained in the job description of the Director of Municipal Finance, contribution to achievement of overall goals of the Town, and progress in meeting specific performance goals previously established for the review period. A self-evaluation performance review form shall be used for the review and a copy shall be filed in the personnel file of the Director of Municipal Finance.

In addition to the annual performance review, the Town Manager will meet with the Director of Municipal Finance periodically to discuss performance and address issues, and questions which may have developed since the last annual performance review meeting.

#### Article V – Hours of Work

The normal work week for the Director of Municipal Finance shall consist of 37.5 hours based on the following;

- a. Monday through Friday, 8:00am – 4:00 pm as scheduled. As an exempt employee, the Director of Municipal Finance is expected to, and agrees to, devote the necessary time and energy to faithfully perform the duties of the position, whether or not that time falls within a normal work day schedule. When performance of these duties falls outside normal business hours, the Town Manager may adjust the schedule of the Finance Director as she deems appropriate.
- b. Meetings of the Town Council, when the presence of the Director of Municipal Finance is requested by the Town Council; and/or when the presence of the Director of Municipal Finance at a meeting is requested by the Town Manager.
- c. Approval of an amended schedule is solely at the discretion of the Town Manager.

## Article VI – Termination

1. Employee agrees that she will not terminate her employment during her term of office without providing Employer at least forty-five (45) days written notice. Said notice may be waived in writing by the Town Manager. Except as otherwise provided in this agreement, lawful termination of Employee's employment by either party during the Employee's term of office constitutes termination of this agreement.
2. Employer agrees that it will not discharge Employee except for good and just cause. Good and just cause for discharge would include, but not limited to, such reasons as:
  - a. Failure to carry out lawful polices of the Employer.
  - b. Conviction of a felony or any other crime which may cause a loss of public or Employer confidence in the Employee.
  - c. Incompetence or willful failure to carry out the legal responsibilities, normally assigned to the Director of Municipal Finance.
3. The sole procedure for disciplinary action against or the discharge of Employee and for Employee's right to challenge same shall be as follows;
  - a. In the event that Employee is charged with offenses enumerated within the list of infractions/violations set forth within the Employee Manual for Town of East Longmeadow the disciplinary actions enumerated therein shall control. In the event that Employee is charged with an offense not so enumerated, an offense involving moral turpitude shall be deemed a major offense warranting suspension or discharge with all other offenses being deemed a minor offense warranting, for a first offense, a written reprimand.
  - b. In the event that the offense warrants a written reprimand and for which a written reprimand has been issued, Employee may submit a rebuttal in writing to the Human Resources Department within five (5) business days. The rebuttal should detail the reason(s) why the written reprimand is inappropriate and setting forth any relief requested. The Human Resources Department may adjust the grievance as required.
  - c. If the Employee disagrees with the determination of the grievance by the Human Resources Department, the Employee may, within five (5) business days of issuance of said determination, submit an appeal of said determination in writing to the Town Manager. The Town Manager shall conduct such proceedings as he/she deems appropriate and either affirm or reverse the determination of the Human Resources Department. The Town Manager's determination shall be final.

- d. In the event that the offense is one warranting suspension or discharge Employee shall be notified in writing of any charges made against her together with a statement of disciplinary action deemed appropriate. No less than five (5) business days after issuance of said charge or charges, a hearing shall be held before Town Manager or designee. Employee shall be provided notice of the date, time, and place no later than seventy-two (72) hours in advance of same. Employee shall have the right to attend such hearing in person and with legal counsel and to present such relevant evidence as she desires subject to the procedures established by and the rulings of such Hearing Officer. Failure to attend a scheduled hearing without the advance assent of Employer or the advance approval of the Hearing Officer shall constitute a waiver of the right to present evidence. The Hearing Officer's determination shall be final.

### Article VII- Benefits

#### General

Except as may otherwise be specified herein, Employee shall be entitled to benefits as described in the attached benefit sheet which outlines the benefits of the Director of Finance in greater detail and is incorporated and merged as part of this contract.

#### Health and Welfare

The Town shall make available to Employee, membership in the prevailing medical insurance and extended benefit plan as it shall be available to similarly situated Department Head and on the same terms. Should Employee's term of service for the Town be sufficient to vest for a retirement allowance through the Hampden County Retirement Board, and whether or not her employment is thereafter terminated prior to submitting a retirement application to said Board, Employee shall, once retired in accordance with requirements of said Board, be eligible to participate in the Town sponsored medical insurance plan(s) to the same extent and at the same rate of subsidy as if she retired as a similarly situated department head.

#### Legal Holidays

The following days will be recognized as Legal Holidays, and Town Hall will generally be closed when such holidays fall or are observed on a work-day.

New Years' Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans' Day
Patriots Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Independence Day
Juneteenth	Christmas Day

The foregoing paid holidays will be granted regardless of when they fall. Saturday holidays will be observed on the Friday preceding the holiday. Holidays will be observed on the Mondays following the holiday.

When December 24<sup>th</sup> and December 31<sup>st</sup> fall on a work-day, ½ day off with pay will be granted. In those years when December 24<sup>th</sup> and December 31<sup>st</sup> falls on a Monday, the full day off will be granted.

#### Insurance

- a. An indemnification health plan is available to all Town Employees as well as three HMO health plans. Premiums are payable as follows: The Town pays 50% of the premium for the indemnification plan and 70% of the premium for the HMO plans offered. The remainder of the premium is paid for by the Employee.
- b. The Director of Municipal Finance, as a Town Employee, shall be eligible for Life and Accidental Death and Dismemberment Insurance in the amount available to Town Employees, with premiums payable equally by the employee and the Town. Additional optional insurance is also available.

#### Personal Vehicle Reimbursement

The Director of Municipal Finance will be reimbursed for the use of her own personal vehicle at the prevailing IRS rate paid while conducting Town related business.

#### Drug Free & Alcohol Free Workplace

- a. It is the intent of the Town to provide a drug & alcohol free, healthy, safe, and secure work environment for all employees. No employee shall report to work under the influence of alcohol or illegal drugs. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work.
- b. The unlawful manufacture, distribution, dispensation, or use of a controlled substance or the use of alcohol on Town premises, or while on Town business is absolutely prohibited. If it is determined that there are violations of this policy, appropriate disciplinary action will be taken.
- c. The Town recognizes alcohol and/or drug dependence abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use health insurance plans and the Towns EAP program to gain help with these issues. All contacts are confidential and conscientious efforts to seek help with drug and/or alcohol dependence will not jeopardize an employee's job.
- d. As required by federal law, employees directly engaged in the performance of work pursuant to the provisions of a federal grant or contract must, as a condition of employment, abide by the terms of the above policy and must report any conviction under a criminal drug statute for violations of this policy to the Human Resources Department within five (5) business days after the conviction. The Town must then notify the contracting agency within (10) business days after receiving notice of the conviction as required by the Drug-Free Workplace Act of 1988.

Indemnification

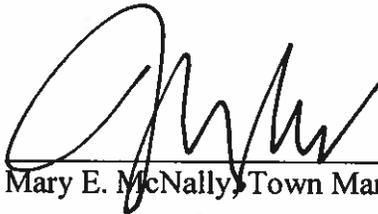
To the extent permitted by law, Town shall defend, save harmless and indemnify the Director of Municipal Finance against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the duties of the Director of Municipal Finance, even if said claim has been made following her termination from employment, provided that the Director of Municipal Finance acted within the scope of her duties on behalf of the Town. The Director of Municipal Finance may compromise and settle such claim or suit and pay the amount of any settlement or judgement rendered thereon. This section shall survive the termination of the Agreement and inure to the benefit of the heirs of the Director of Municipal Finance.

Invalidity of the Agreement

All terms of this contract which happen to conflict with any constitution or statute in effect in the Commonwealth of Massachusetts or federal laws, are hereby amended to conform to such law. If any paragraph, part of, or rider to this contract is invalid it shall not affect the remainder of the contract, but said remainder shall be binding and effective against all parties.

Town of East Longmeadow

Employee

  
Mary E. McNally, Town Manager

  
Kimberly Collins,  
Director of Municipal Finance

3/21/23  
Date

3/20/2023  
Date

**Town of East Longmeadow**  
**Kimberly Collins**  
**Non-Union Department Head Employee Benefits**

**Health Insurance** - The Town of East Longmeadow offers employees a choice of three HMO health plans; Health New England, Blue Cross/Blue Shield and Tufts through the Scantic Valley Regional Health Trust. For all three HMO plans the Town pays 70% of the premium and the employee is responsible for 30%. The Town also offers a Blue Cross/Blue Shield indemnity plan through Scantic Valley. The Town pays 50% of the premium for the indemnity plan and the employee is responsible for 50%.

**Dental Insurance** -The Town of East Longmeadow offers a voluntary dental plan through Altus Dental for eligible employees. Employee is responsible for the full premium.

**Employee Assistance Program** – The Town of East Longmeadow recognizes that offering its employees assistance with personal issues may help their well-being. For that reason all employees have access to a confidential Employee Assistance Program (EAP) through AllOne Health Resources. AllOne Health Resources provides assistance with legal matters, drug & alcohol counseling, financial consultants, and dealing with stress.

**Life Insurance** – The employee is entitled to participate in the basic group term life insurance policy through Boston Mutual in the amount of \$5,000. The town pays one half the premium for this policy.

**457 Deferred Compensation Plan** – The Town of East Longmeadow offers eligible employees a retirement plan as a benefit to help save and invest for retirement through Mass Mutual.

**Contributory Retirement** – You will not have Social Security deducted from your pay. Instead, you will contribute to the Massachusetts Contributory Retirement System of Hampden County.

**Sick Leave** – You will earn one (1) day of sick leave for each full month you are in pay status. Up to five (5) days may be used each year to provide care for a dependent child or family member who resides with you. Certification of illness/injury may be required. Sick leave may be accumulated.

**Vacation Leave** - You are entitled to four (4) weeks' vacation annually which shall accrue at the rate of 12.5 hours per month effective February 1, 2023. Vacation time may not be accumulated or carried over unless an exception is authorized by the Town Manager. You may use vacation time before it is accrued if necessary, provided the used but unearned time is repaid to the Town upon separation.

**Personal Days** – You are entitled to three (3) personal days annually upon employment which you must use by the end of the calendar year and must be approved by the Town Manager.

**On-the-job-injury** – You are covered by the Town's Workers' Compensation insurance fund. Injuries must be reported (same day) to the Human Resources Department.

**Holidays** – You will receive fourteen (14) paid holidays as enumerated in the contract.

**Bereavement Leave** – You may request and be granted five (5) days for the death of a spouse, child, parent, sibling, step-parent, step-child or other family member living in the household. Three (3) days for the death of a grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandchild. One (1) day for the death of uncle or aunt.

**Jury Pay** – Any employee required to serve as a juror shall be paid an amount equal to the difference between the compensation received for such service and his/her regular pay.

**Direct Deposit** – Your payroll check will be directly deposited into your bank account after the proper paperwork is completed and account information is verified.