

Ayer Finance Manager and Town Accountant Contract

Agreement made this July 1, 2020 by and between the Town of Ayer (hereinafter the "TOWN") and Lisa Gabree of Pepperell, MA (the "FINANCE MANAGER/TOWN ACCOUNTANT").

WHEREAS, the TOWN is desirous of securing the services of the FINANCE MANAGER/TOWN ACCOUNTANT (hereinafter "FINANCE MANAGER"); and

WHEREAS, the FINANCE MANAGER is willing to perform the duties of the position of FINANCE MANAGER according to the terms and conditions of this contract; shall furnish the Town Manager with evidence of professional training accomplishments and maintain such qualifications as may be required by the Commonwealth of Massachusetts or Town Manager to hold the position of FINANCE MANAGER.

NOW, THEREFORE, the TOWN and the FINANCE MANAGER hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which said FINANCE MANAGER shall be entitled.

1. DUTIES

The Town of Ayer hereby agrees to employ the FINANCE MANAGER and to appoint her to the position of FINANCE MANAGER pursuant to Massachusetts General Laws Chapter 79 of the Acts of 2018, the FINANCE MANAGER hereby accepts employment on the following terms and conditions.

Shall work under the administrative direction of the Town Manager and the policy direction of the Board of Selectmen.

Shall perform work in accordance with applicable Massachusetts General Laws, Town policies, Town By-laws, and all relevant State, Federal, and local regulations and standards.

Shall be available for hearings before any Board of the TOWN at which the FINANCE MANAGER is required to appear and before the TOWN meeting when necessary.

Shall at all times represent the TOWN in a professional or ethical manner and shall perform additional duties as the Town Manager shall reasonably direct, and shall inform the Board of Selectmen through the Town Manager of all plans of the department.

The Town Manager shall inform and advise the FINANCE MANAGER of any complaints or suggestions brought to their attention.

2. HOURS OF WORK

The FINANCE MANAGER agrees to devote that amount of time and energy which is reasonably necessary for the FINANCE MANAGER to faithfully perform the duties of the

FINANCE MANAGER under this contract.

3. INSURANCE

A. Professional Liability

The TOWN agrees to furnish, and its expense, professional liability insurance for the FINANCE MANAGER with liability limits of One Million (1,000,000.00) Dollars

B. Health and Life Insurance

The FINANCE MANAGER shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible.

4. GENERALEXPENSES

The TOWN agrees that if expenses of a non-personal and job-related nature are incurred by the FINANCE MANAGER, after having been pre-approved by the Town Administrator, the TOWN will reimburse said expense according to the normal warrant process.

5. AUTOMOBILE

The FINANCE MANAGER may be required to use its own private automobile for official duties as FINANCE MANAGER. In such event, the FINANCE MANAGER shall fill out an official Town of Ayer Mileage Reimbursement Form on a monthly basis. The TOWN shall then reimburse the FINANCE MANAGER at the current rate approved by the Selectmen.

6. DISCIPLINE OR DISCHARGE

The Town Manager pursuant to Chapter 79 of the Acts of 2018 shall suspend and/or dismiss the FINANCE MANAGER under the terms and conditions of this agreement and in accordance with Massachusetts General Laws. Any dismissal shall terminate this agreement. In the case of dismissal, the Town Manager shall give the FINANCE MANAGER rights to a hearing.

In the event the FINANCE MANAGER desires to terminate this agreement before the end of the term of service shall have expired, the FINANCE MANAGER may do so by giving the Town Manager forty-five (45) calendar days' notice of such intention.

7. COMPENSATION

Effective July 1, 2020, the FINANCE MANAGER shall receive annual compensation of Grade 14, Step 11 (\$108,054.00 a year; based on 52.2 weeks or \$2,070.00 per week). The parties agree that such compensation shall be paid on a bi-weekly basis, at the discretion of the Benefits & Payroll Manager.

The annual salary may be adjusted once annually in succeeding fiscal years of this agreement by a cost-of-living allowance (COLA) that may be determined at the sole discretion of the Board of Selectmen. Either party may request to reopen this section, for compensation only, one time in any fiscal year.

8. BENEFITS

The TOWN agrees that the FINANCE MANAGER shall receive any and all benefits generally available to full time non-union employees under the town's personnel policies and procedures.

A. Vacation

The FINANCE MANAGER shall receive six (6) weeks, thirty (30) working days of vacation leave with pay at the commencement of Fiscal Year 2021. Such vacation shall be taken at such a time or times as shall be approved by the Town Manager. The FINANCE MANAGER shall be allowed to rollover vacation days earned but not taken in an amount not to exceed two times the annual allowance.

B. Sick Leave

The FINANCE MANAGER shall be granted fifteen (15) sick days per fiscal year. The FINANCE MANAGER may be accumulating up to one hundred and sixty (160) sick leave days. Accrued but unused sick days are not compensable at the time of separation from employment.

C. Holidays

The FINANCE MANAGER shall receive such holidays as provided by the Town of Ayer Personnel Policy and Procedures Manual.

D. Personal Days

The FINANCE MANAGER shall receive three (3) personal days off per year. Personal days accumulated are but not used are not reimbursable at termination.

E. County Retirement

The FINANCE MANAGER shall be a member of the Middlesex County Retirement System with the appropriate percentage withheld from its salary and with appropriate payments made to the system by the TOWN, and shall receive the benefits provided by that system in accordance with the applicable law.

F. Death During Term of Employment

If the FINANCE MANAGER dies during the term of employment, the TOWN shall pay to the FINANCE MANAGER'S estate all the compensation which would otherwise be payable to the FINANCE MANAGER up to the death date, including, but not limited to, earned but unused vacation and personal days.

G. Educational Incentive

The FINANCE MANAGER shall receive an amount of money equal to seven and a half (7.5%) percent of the salary under Section 7 as an educational incentive for having attained a CPA.

H. Financial Computer Support Stipend

For each fiscal year in which the FINANCE MANAGER is appointed as the Financial Computer System Administrator, the FINANCE MANAGER shall receive an amount of money equal to five (5%) percent of the salary under Section 7 as a stipend for the additional responsibility of overseeing the management of the financial computer systems. The Parties agree that the Computer Support Stipend shall remain in effect for FY 2021

through FY 2024.

I. Solar Net Metering Contract Administration Stipend

For each fiscal year the FINANCE MANAGER shall receive an amount of money equal to 2.5% of the salary under Section 7 as a stipend for the additional responsibilities of overseeing the management of the Town's Solar Net Metering Contract. The Parties agree that the Solar Net Metering Contract Administration Stipend shall remain in effect for FY 2021 through FY 2024 unless the terminates said Solar Net Metering Contract.

J. Sick Leave Buy Back Upon Retirement

Upon retirement from the Town of Ayer (as also determined by the Middlesex County Retirement System) the FINANCE MANAGER will be compensated for any unused sick time at a rate of fifty (50%) percent of her regular rate of pay not to exceed \$7,500.

9. MODIFICATION

No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties.

10. LAW GOVERNING

This contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

11. SEVERABILITY OF PROVISIONS

If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of the contract shall not be affected thereby.

12. LENGTH OF CONTRACT

- A. The term of appointment shall be for a period commencing July, 1, 2020 and ending June 30, 2023. However, this contract may be extended as provided by its terms.
- B. This contract shall be formally reviewed prior to its termination, and the FINANCE MANAGER shall be advised of the Town Manager's decision to renew or not to renew this agreement sixty (60) days prior to its expiration date.
- C. If the decision is to renew, then either the FINANCE MANAGER or the TOWN may request that the provisions be renegotiated. It is expressly understood and agreed by the parties that a decision not to renew is not to be construed as a dismissal.
- D. Unless either party gives the other written notice of its intention not to renew this agreement at least 60 days prior to its expiration date, that agreement shall be

automatically extended for additional year.

- E. The Parties agree that the Contract shall be reopened for compensation only for FY 2022 and FY 2023. Additionally, the Parties agree that if any other Department Head receives an increase in compensation (during the term of the contract) then this reopener clause of the contract shall take effect.

13. FUNDING

The funding of this contract is subject to the appropriation of Ayer Town Meeting.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

For the Town of Ayer

For the Town Accountant/Finance Manager



Robert A. Pontbriand
Town Manager



Lisa A. Gabree
Town Accountant/Finance Manager

Dated: 6/30/2020

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This contract of employment was presented, reviewed, and approved/ratified by the Ayer Board of Selectmen by a vote of (3-0) on March 17, 2020.