

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

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

This agreement, made and entered this 7th day of April, 1997 by and between the City of Cambridge, a municipal corporation and Robert W. Healy, Jr., City Manager, and expire on June 30, 2000.

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, Sections 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 employee; and

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

Employer 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, Sections 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 employee 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 obligations, 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 employee is convicted of a felony or malfeasance in office, except for those earned benefits such as accrued sick leave, vacation, compensatory time, and retirement benefits as provided in this agreement. In the event that termination is elected by the employer at the expiration of this contract, the employee 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.

Section 4 Disability

A. If employee 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, employer and employee shall have the option to terminate this agreement subject to the conditions in Section 3. Employee shall be compensated for any accrued sick leave, vacation, holiday, compensatory time or other accrued benefits. For the purposes of this Section, the employee, 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. Employer agrees to put into force for the employee insurance policies for accident, sickness and disability benefits.

Section 5. Compensation

A. The employee shall be paid an annual salary in accordance with Chapter 2.62 of the Cambridge Municipal Code on the salaries of Department Heads of the City of Cambridge.

B. The employee 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 employee.

C. The employee 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 employee 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 employee 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 employee at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by the employer and employee.

B. Annually, in January, the Council and the employee 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 employee must devote a great deal of time outside the normal office hours of the employer, and to that end the employee will be allowed to take compensatory time off. One week of earned but unused compensatory time may be carried over.

Section 8. Automobile

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

Section 9. Retirement

The City Council agrees, that the employee 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.

Section 10. Indemnification

Employer shall defend, save harmless, and indemnify employee 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 employee's performance of his duties as City Manager.

Section 11. General Provisions

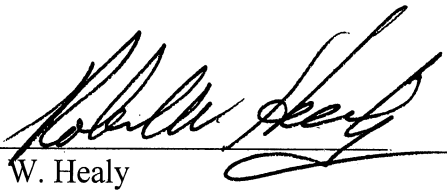
A. The text herein contained shall constitute the entire agreement between the parties.

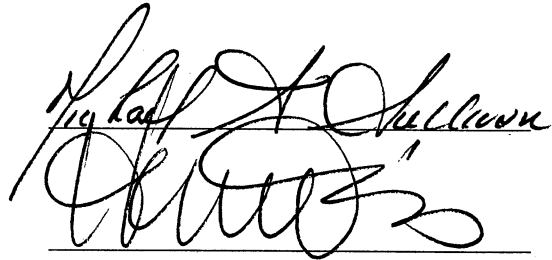
B. This agreement shall be binding upon the inure to the benefit of the heirs at law and executors of the employee.

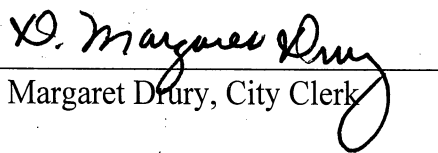
C. This agreement shall become effective July 1, 1997.

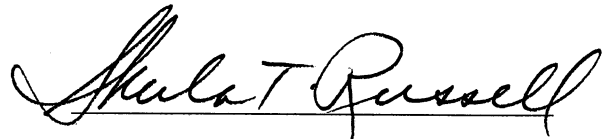
D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional or otherwise in violation of law, the remainder of the agreement shall be deemed severable, and shall not be affected and shall remain in full force and effect.

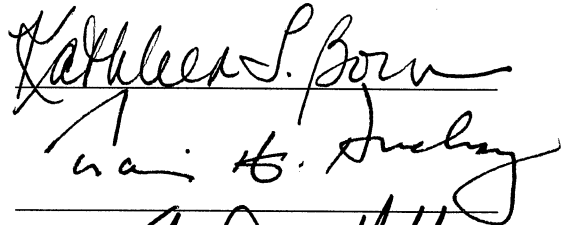
In Witness Whereof, the City Council of the City of Cambridge has voted that this agreement be entered into as duly attested by its City Clerk and the employee has signed and executed this agreement this 7th day of April, 1997.

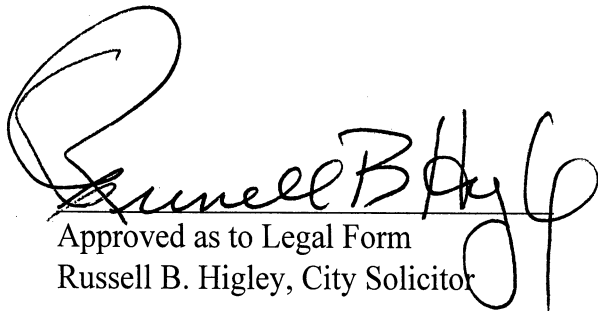

Robert W. Healy

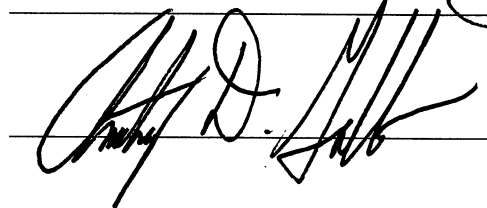

Robert W. Healy


D. Margaret Drury, City Clerk


Shula T. Russell


Kathleen S. Born


Approved as to Legal Form
Russell B. Higley, City Solicitor


William H. Drury

Employment Agreement between
the City of Cambridge and
Robert W. Healy.

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In City Council April 7, 1997