

***EMPLOYMENT CONTRACT  
BETWEEN ELIZABETH ZALESKI  
AND THE TOWN OF ROCKLAND***

THIS AGREEMENT, made and entered into this sixteenth day of April, 2019, by and between the Town of Rockland, Commonwealth of Massachusetts, a municipal corporation, acting by and through its Board of Selectmen, who act hereunder in their representative capacity only and without any personal liability to themselves, hereinafter called "Employer", and Elizabeth Zaleski hereafter called "Employee".

WITNESSETH:

1. Employer desires to employ the service of Elizabeth Zaleski as **Town Accountant** for the Town of Rockland, as provided by the Rockland Town Charter or the authority granted to the Board of Selectmen therein; and
2. It is the desire of the Employer to describe and define the duties, to provide certain benefits, to establish certain terms and conditions of employment, and to set the working conditions of said Employee; and
3. The Employee represents that she is qualified and capable of performing the duties and responsibilities of said position, as shown on the job description for the position, which shall be attached to this document and incorporated by reference herein; and
4. Employee desires to accept full time employment as **Town Accountant** of said Town and to use her best efforts, skills, abilities and training to carry out her duties and responsibilities.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1. Duties**

The Town Accountant shall perform the duties described in the Town Accountant Job Description, a copy of which is attached to this document as Exhibit A.

## **Section 2. Term**

The term of this Agreement shall be from May 28, 2019 through June 30, 2022 unless sooner terminated in accordance with the provisions hereof. Employee agrees to remain in the exclusive employ of the Employer during the term of this Agreement.

## **Section 3. Salary**

Subject to the terms and conditions of this Agreement, and while she is engaged as and performing the duties of the Town Accountant, the Employer agrees to pay the Employee for her services rendered pursuant hereto an annual salary, as shown below:

May 28, 2019 – June 30, 2020 - \$95,000

July 1, 2020 – June 30, 2021 - \$98,500

July 1, 2021 – June 30, 2022 - \$102,000

C. The Employee recognizes and agrees that she will not be entitled to any salary increases or changes in benefits accorded to other town employees, unless the Employer agrees to same by an amendment to this Agreement. To that end, the terms of this Agreement shall supersede and prevail over any terms and conditions of the Personnel Bylaw of the Town of Rockland except where otherwise specifically provided.

D. The Board shall submit to the Town Meeting appropriation requests sufficient to fund this Agreement.

## **Section 4. Suspension, Termination and Severance Pay**

A. Suspension. Employer may suspend the Employee for cause, without pay, at any time during the term of this Agreement. Paid administrative leave shall not be considered a suspension under this Agreement, and the Employer retains the right to place the employee on such leave for any reason.

Town Administrator and the Employee, and submit said review and evaluation to the Board of Selectmen.

#### **Section 6. Hours of Work**

Except as otherwise authorized, the Employee shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position.

Due to the unique nature of the municipal management function, it is understood and agreed that in order to properly perform the job required, the Employee may have to expend additional time beyond the normal work day, and the Employee agrees to do same as required. The Employer shall require the Employee to be physically present at her office at Town Hall during the normal workday unless her absence therefrom is authorized in advance by the Town Administrator, or unless she is on sick leave or vacation leave. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

#### **Section 7. Vacation, Holiday, Personal Leave, Sick Leave and Longevity**

A. Employee shall be granted four (4) weeks (20 paid days) vacation leave on May 28, 2019, an additional four (4) weeks on July 1, 2020, and on July 1<sup>st</sup> of each year of this Agreement.

B. With the approval of the Employer, the Employee may carry over two weeks of vacation into the following year. Subject to the terms and conditions of this agreement, upon termination the Employee shall be paid for all unused vacation leave.

C. The following shall be paid holidays for the Employee: New Years Day, Labor Day, Martin Luther King Day, Columbus Day, President's Day, Veteran's Day,

B. Termination. The Employee may be removed by the Board of Selectmen for good cause after a public hearing, as detailed in §C-2.02(N) of the Rockland Town Charter. "Good cause" under this Agreement shall be defined as failure to meet performance goals or serious misconduct in violation of any law or Town policy, whether such misconduct occurs on or off duty.

C. In the event Employee voluntarily resigns her position with Employer before expiration of the term of employment provided for herein, then Employee shall give the Employer two months' notice in advance unless the parties otherwise agree. In the event Employee voluntarily resigns, she shall not be eligible for severance benefits.

D. Nothing shall prevent the Employer from undertaking the termination of the Employee at such time as the Employee is under suspension.

## **Section 5. Performance Evaluation**

Annually, the Town Administrator and the Employee shall define such goals and performance objectives, and the Employee's role in the attainment of such goals and objectives, which they determine necessary for the proper operation of the Town and attainment of the Employer's policy objectives. The Town Administrator shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The Employee shall prepare and submit for the Town Administrator's approval goals and objectives which shall be signed by both parties and shall be attached to and become a part of this agreement.

The Town Administrator, with the assistance of the Human Resources Director, shall review and evaluate the performance of the Employee on or about November 1, 2019, and annually in July in accordance with the aforesaid goals and objectives and any other specific personal performance criteria and goals developed jointly by the

Patriot's Day, Thanksgiving Day, Memorial Day, Christmas Day, and Independence Day. If any of these days falls on a Saturday, the preceding Friday will be considered the holiday. Holidays on a Sunday will be celebrated on Monday.

D. The Employee shall be entitled to take paid time off for illness, however, excessive absenteeism, for which the Employee shall be given adequate advance written warnings, shall be grounds for disciplinary action, up to and including termination. The Employee shall notify the Town Administrator when absent due to illness and maintain a record of all time off taken due to illness.

E. The Employee shall receive three (3) days personal leave, effective which may be used for the period of May 28, 2019, through June 30, 2020 and an additional three (3) days on July 1<sup>st</sup> of each year thereafter. The Employee may not carry over unused personal leave into a subsequent fiscal year. Said emergency or personal leave days are not eligible for buyback upon resignation or termination.

F. In the event of the death of a member of the Employee's immediate family, she shall be allowed three days off without loss of pay. "Immediate family" shall be defined as a parent, sibling, child, grandchild, mother-in-law, father-in-law, or spouse of a sibling.

## **Section 8 Health and Life Insurance**

Employee (which term in this context under this provision shall include her dependents) shall be entitled to participate in whatever group medical, dental, life insurance and pension benefit plans are offered by or through the Town of Rockland on the same basis as other Town employees.

If the Employee is eligible to enroll in the Town's health insurance coverage as of June 1, 2019, but does not elect to do so, she shall be eligible to receive an annual payment of \$2,500, subject to the following:

- A. The Employee must notify the Town during the Open Enrollment period for 2019 that he/she is withdrawing or will not be receiving health insurance coverage from the Town's health insurance coverage, effective July 1, 2019.
- B. The Employee must certify that she has coverage for health care through a spouse or other family member.
- C. The Employee must remain off of the Town's health insurance coverage for the period of July 1, 2019 through June 30, 2020, or for any other benefit year this benefit is claimed. If Employee enrolls in the Town's health insurance plan during any benefit year, due to a loss of coverage from a source other than the Town during the foregoing period she shall not be eligible for this payment.
- D. The Employee must fill out a Voluntary Waiver of Health Insurance form, provided by the Town.
- E. Payments for eligible employees shall be made on or about June 1, 2019.
- F. The Employee shall not be eligible for this benefit if she receives health insurance coverage from the Town of Rockland through a spouse or other family member.

#### **Section 9. Indemnification**

Employer shall provide indemnification and legal defense for the Employee in accordance with M.G.L. c. 258. To the extent not otherwise prohibited by law said indemnification and legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Employee, so long as the Employer would have been otherwise obliged to provide indemnification and

legal defense had the term not expired or the employment not have been terminated. Employee shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to said claim.

#### **Section 10. Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law, bylaw or regulation.

#### **Section 11. Other Terms and Conditions of Employment**

A. Reimbursement for Expenses, The Employee shall be reimbursed for mileage for authorized business use of his private automobile, excluding commuting to and from work, at the established Town rate. The Employee will also be reimbursed for other authorized expenses incurred in the conduct of Employer's business.

B. Professional Dues and Activities, Educational courses, seminars and/or meetings are encouraged to maintain professional certifications and promote knowledge for the Employee. All expenses under this section are subject to approval by the Town Administrator. The Town Accountant shall notify the Town Administrator if she will be out of the office for one (1) work day or longer for professional development activities.

C. The Employee is an Exempt Official under the Town of Rockland Personnel Bylaw, and as such, is not entitled to any other right or benefit under the Personnel Bylaw not specifically enumerated in this Agreement.

#### **Section 12. Notices**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, First Class Mail, postage prepaid, addressed as follows:

1. Employer: Board of Selectmen  
242 Union Street  
Rockland, Massachusetts 02370

2. Employee: Elizabeth Zaleski  
119 Harvard Street  
East Bridgewater, Massachusetts, 02333

### **Section 13. General Provisions**

A. This Agreement shall constitute the entire Agreement between the parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein.

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

C. This Agreement shall become effective commencing May 28, 2019.

D. All benefits and obligations of the Employer, except as otherwise provided herein, shall be conditional upon the Employee being employed as and performing the services required of the **Town Accountant**.

E. The failure of a party to insist on strict compliance with a term of provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.




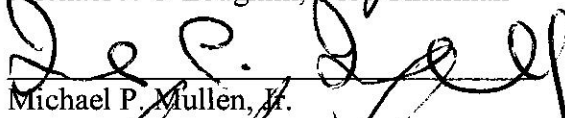
IN WITNESS WHEREOF, the Town of Rockland, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above, written.

Board of Selectmen

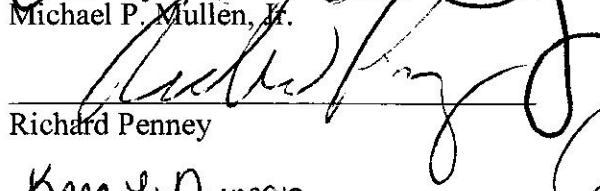
  
Larry J. Ryan, Chairman

 4/16/19  
Elizabeth Zaleski

  
Michael J. O'Loughlin, Vice Chairman

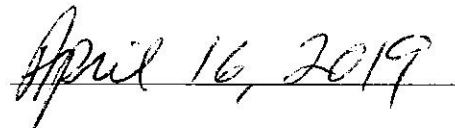
  
Michael P. Mullen, Jr.

Approval as to Form:

  
Richard Penney

  
John J. Clifford, Esq.  
Town Counsel

  
Kara L. Nyman

Date:   
April 16, 2019

