

## ***EMPLOYMENT CONTRACT***

THIS AGREEMENT, made and entered into this 19<sup>th</sup> day of January, 2016, 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 John R. Llewellyn, of Rockland, Massachusetts, hereafter called "Employee". This Agreement shall supersede all prior employment agreements between the Town of Rockland and John R. Llewellyn.

### WITNESSETH:

1. Employer desires to employ the service of John R. Llewellyn as Police Chief of the Town of Rockland, as provided by Article 2 of the Rockland Town Charter, a copy of which is attached hereto, and marked "Attachment A" 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 he is qualified and capable of performing the duties and responsibilities of said position; and

4. Employee desires to accept full time employment as Police Chief of said Town and to use his best efforts, skills, abilities and training to carry out his duties and responsibilities. The Duties of the Police Chief are described in Attachment B.

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

### **Section 1. Duties**

Employer hereby agrees to employ the Employee as Police Chief of said Town to perform the functions and related duties of said position as specified in the Rockland Town Charter, applicable Town Bylaws, votes of the Town Meeting, general or special laws, and the job profiles/descriptions/outlines and performance goals/objectives, as agreed upon and signed by both the Employer and the Employee.

The Employee hereby agrees to perform such duties in a timely and efficient manner consistent with applicable professional standards. The Employee is appointed Police Chief pursuant to M.G.L. Ch. 41, §97A, and the Town of Rockland Charter, and shall have the statutory authority listed therein.

## **Section 2. Term**

The term of this Agreement shall be effective from July 1, 2016 through June 30, 2021, 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, and neither to accept other employment nor to become employed by any other employer during said term. Notwithstanding the foregoing, the provisions of Section 6 of this Agreement permit the Chief to engage in the private practice of law and related activities that do not conflict with his obligations to the Town as the Police Chief. The Chief shall not engage in his private law practice for more than four (4) hours per week during normal business hours, which shall be defined as Monday through Friday, 9:00 a.m. until 5:00 p.m., unless he utilizes paid vacation leave for such work. There shall be no limit on the amount of hours outside of normal business hours the Chief may work at his private law practice.

The Police Chief 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.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Selectmen to terminate the services of the Police Chief anytime, subject only to the provisions as set forth in Sections 2 and 4 of this Agreement, and the Rockland Town Charter.

## **Section 3. Salary**

A. Subject to the terms and conditions of this Agreement, and while he is engaged as and performing the duties of the Police Chief, the Employer agrees to pay the Employee for his services rendered pursuant hereto an annual salary as follows:

Effective July 1, 2016, the Employee's annual salary shall be \$125,327.

Effective July 1, 2017, the Employee's annual salary shall be \$130,327.

Effective July 1, 2018, the Employee's annual salary shall be \$135,327.

The Employer and the Employee shall meet to discuss annual salary increases for fiscal years 2020 and 2021. The Employee may request this meeting(s) at any time after July 1, 2017.

B. The Employee, having attained a law degree, shall receive a base salary increase of twenty-five percent of his base salary, with said increase being paid in two equal installments, on December 1<sup>st</sup> and June 1<sup>st</sup> of each year of this Agreement.

C. The Employee shall receive \$500.00 for reaching the Police Department's physical fitness standard. If the Employee achieves 75% of the Cooper Standards for physical fitness, he shall receive an additional \$500.00.

D. The Employee recognizes and agrees that he will not be entitled to any salary increases or benefits accorded to other town employees, unless the Employer agrees to same by an amendment to this Agreement. The Employee is an Exempt Official as defined by the Town of Rockland Personnel Bylaw. Any benefits under the Personnel Bylaw not specifically granted under this Agreement shall not accrue to the Employee.

#### **Section 4. Suspension, Termination**

- A. Suspension - The Police Chief may be suspended for good cause after a hearing.
- B. Termination - The Police Chief may be terminated for good cause after a hearing, pursuant to §C-2.02(N) of the Rockland Town Charter.
- C. In the event Employee voluntarily resigns his 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, he 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. Goals and Objectives**

The Employer, in conjunction with the Employee, shall define such reasonable 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. On February 1, 2012, and on February 1<sup>st</sup> of each year of this Agreement, the Town Administrator shall meet with the Employee to review performance and to establish goals and objectives for the following fiscal year. The goals and objectives shall be submitted to the Board of Selectmen for approval.

## **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. 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. However, the Employee may adjust his schedule taking into account such "extra" time so long as the same does not interfere with the obligations to perform his duties. No "compensatory" time may be accrued unless the same is documented and approved by the Town Administrator or Selectmen.

The Employee may, from time to time, engage in the practice of law representing private clients, so long as this activity does not interfere with the operation of the Police Department, or with his duties as Chief. Participation as a student in continuing education shall not be considered an activity subject to this paragraph.

## **Section 7. Vacation, Holiday, Emergency Leave, Sick Leave and Bereavement Leave**

A. The Employee shall receive twenty (20) paid days of vacation each year, effective on July 1st of each year of this Agreement.

B. With the approval of the Town Administrator, the Employee may carry over two weeks (10 paid days) 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 compensated for twelve (12) holidays in accordance with Massachusetts General Laws. Said compensation shall be made in two equal installments, on or about June 1<sup>st</sup> and December 1<sup>st</sup> of each year of this Agreement.

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 maintain a record of all time off taken due to illness and shall make said record available to the Employer upon request.

E. The Employee shall receive three (3) days emergency or personal leave, effective upon execution of this Agreement and on July 1, 2012 and on each July 1<sup>st</sup> for every year thereafter. 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, he shall be allowed three days off without loss of pay. "Immediate family" shall be defined as a spouse, parent, sibling, child, grandchild, brother-in law, sister-in law, mother-in-law, father-in-law, or spouse of a sibling.

## **Section 8 Health and Other Insurance**

Employee (which term in this context under this provision shall include his 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.

The Employee shall be eligible for up to Two Thousand Five Hundred Dollars (\$2,500.00) per year reimbursement for an insurance policy. It shall be the sole

responsibility of the Employee to purchase and maintain said policy. The Employee shall annually submit verification of the insurance policy to be eligible for reimbursement.

### **Section 9. Indemnification**

Employer shall provide indemnification and legal defense for the Employee in accordance with M.G.L. c. 258. Employee will be covered by an insurance policy covering town employees or department heads in an amount of not less than one million dollars. 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. Vehicle Use – The Town shall provide a vehicle for use by the Employee. The Town shall pay all attendant operating, maintenance and insurance expenses. The Employee shall have use of said vehicle at all times he remains employed by the Town, and due to the 24-hour, 7 days per week nature of the position, shall be allowed to use the vehicle for all professional functions, and for incidental personal use.
- C. Infectious Diseases – In recognition of potential job-related exposure of the Employee to members of the public who may have certain medical conditions, the Town agrees that any condition or impairment of health cause by the contraction of hepatitis, HIV, or AIDS shall be presumed to have been in the line of duty within the meaning of M.G.L. Ch. 41, §111F, unless it can be absolutely shown that non-service connected risk factor or non-service incidents caused the disease.
- D. Uniform Allowance – The Employee shall be eligible for up to One Thousand Two Hundred and Fifty Dollars (\$1,250.00) in reimbursement for uniforms and related equipment.
- E. Professional Development – The Employer recognizes its obligation for the professional development of the Employee, and shall provide adequate opportunities for development of his professional ability. Subject to annual appropriation for said purposes, the Employee shall be allowed to participate in professional organizations and training, including the conventions for the FBI Law Enforcement Executive Development Association, FBI National Academy, New England Chiefs of Police, and the International Association of Chiefs of Police. Costs eligible for payment by the Town or reimbursement shall include dues, subscriptions, meals, and reasonable travel and lodging expenses.

## **Section 12. Notices**

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows:

1. Employer: Board of Selectmen, 242 Union Street, Rockland, MA 02370
2. Employee: John R. Llewellyn, c/o the Rockland Police Department.

## **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.

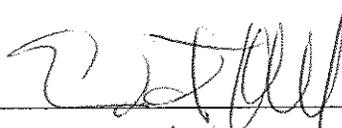
C. This Agreement shall become effective commencing July 1, 2016.

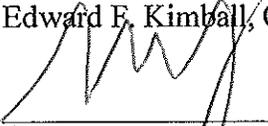
D. All benefits and obligations of the Employer, except as otherwise provided herein, shall be conditional upon the Employee being employed as and performing the services required of the Police Chief of the Town.

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

  
\_\_\_\_\_  
Edward F. Kimball, Chairman

  
\_\_\_\_\_  
Michael P. Johnson

\_\_\_\_\_  
Lawrence J. Chaffee

  
\_\_\_\_\_  
Larry J. Ryan

  
\_\_\_\_\_  
Korey M. Welch

EMPLOYEE

  
\_\_\_\_\_  
John R. Llewellyn

  
\_\_\_\_\_  
Town Counsel - Approved  
As To Form

  
\_\_\_\_\_  
Date

## ATTACHMENT A

### §C-2.02 (I)(a)

The Selectmen shall, from time to time, appoint a Chief of Police, whose powers and duties shall be as set forth in the Town By-laws. Upon making said appointment the Selectmen shall execute with him a contract of employment for a term not to exceed five (5) years.

The chief of police shall have full authority to appoint, demote, suspend and terminate all the police officers and command officers of the police department, and for the purposes of the requirements of chapter 31 of the General Laws, and the rules made thereunder shall be considered the appointing authority for the police department. [Added by c. 346, Acts of 1998]

In original appointments to the permanent-intermittent force, regular full-time force or the promotion of any officer to any rank, said chief of police shall convene an assessment panel comprised of not less than three superior police officers of any police department, who shall interview and recommend the best candidates to said chief of police who shall choose among the names submitted to him by the assessment panel in accordance with the provisions of said chapter 31. [Added by c. 346, Acts of 1998]

Said chief of police shall appoint such clerical and civilian staff as is authorized by town meeting. [Added by c. 346, Acts of 1998]

**ATTACHMENT B**  
**DUTIES OF THE POLICE CHIEF**

The control of the Police Department for the Town of Rockland shall remain at all times with the Chief. The Chief shall have all powers given to a Chief under the provisions of M.G.L. Chapter 41, Section 97A, as may from time to time be amended. The Chief's duties shall include, but not be limited to the following:

- a. The Chief shall supervise the daily operations of the Police Department;
- b. The Chief shall supervise all department personnel;
- c. The Chief shall prepare the Police Department Budget and submit proposals for the department to the Town Administrator, Board of Selectmen and the Finance Committee;
- d. The Chief shall give reports to the Town Administrator and Board of Selectmen either orally or in writing when requested or required in order to insure proper communication between the Town Administrator, Board of Selectmen and the Police Department;
- e. The Chief shall be responsible for all department expenditures, disbursements and collected funds in accordance with the Laws and Statutes of the Commonwealth of Massachusetts and the By-Laws of the Town of Rockland;
- f. The Chief shall supervise and be in charge of all equipment including automobiles belonging to the Police Department;
- g. The Chief shall be responsible for maintenance of the Police Station and the Firing Range;
- h. The Chief shall establish uniform specifications for the Police Department. Such uniform specifications shall set out the items which compromise the uniform, as well as grade, quality and the number of units of each item so specified;
- i. The Chief shall establish weapons and ammunition specifications for the Police Department. The Officers of the department shall carry only those weapons and ammunition as authorized by the Chief;
- j. The Chief shall be in charge of, and responsible for, all training of police department personnel, safety programs within the school system and any other educational programs developed by the police department;
- k. The Chief shall be in charge of all auxiliary and/or reserve police officers in the Town;
- l. The Chief shall have the power and responsibility to maintain discipline of the department personnel, to assign the shifts and duties of all department personnel and shall have the powers as to discipline conferred upon Chiefs of Police by statutes of the Commonwealth of Massachusetts;
- m. The Chief or his designee shall be available for hearings before any Board of the Town at which the Police Department is required to appear as well as before Town Meeting.