Mary Ryan

EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into this CHANGE DATE, by and between the Town of Rockland, Commonwealth of Massachusetts, a municipal corporation, acting by and through its Fire Chief, who act hereunder in their representative capacity only and without any personal liability to themselves, hereinafter called "Employer", and Mary P. Ryan, of Rockland, Massachusetts, hereafter called "Employee". This Agreement shall supersede all prior employment agreements between the Town of Rockland and Mary P. Ryan.

WITNESSETH:

1. Employer desires to employ the service of Mary P. Ryan as Executive Assistant to the Fire Chief; 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; and

4. Employee desires to accept full time employment as Executive Assistant 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

Employer hereby agrees to employ the Employee as Executive Assistant of the Rockland Fire Department to perform the functions and related duties of said position as specified in the job description and performance goals/objectives, as agreed upon and signed by both the Fire Chief and the Employee.

The Employee shall be under the general and daily supervision of the Fire Chief, and shall be responsible for administrative support in the Fire Department.

The Employee hereby agrees to perform such duties in a timely and efficient manner consistent with applicable professional standards.

Section 2. Term

The term of this Agreement shall be effective from July 1, 2015, and shall remain in effect through June 30, 2018, unless sooner terminated in accordance with the provisions hereof.

Section 3. Salary

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

Effective July 1, 2015, the Employee's hourly wage shall be $28.35.

Effective July 1, 2016, the Employee's hourly wage shall be $28.95.

Effective July 1, 2017, the Employee's hourly wage shall be $29.60.

B. Longevity - The Executive Assistant shall, upon attaining ten (10) years of consecutive employment, be paid a longevity benefit of Three Hundred ($300.00) dollars per year in a lump sum payment. Upon attaining fifteen (15) years on consecutive employment, the Executive Assistant shall be paid a longevity benefit of Six Hundred ($600.00) dollars per year in a lump sum payment. Upon attaining twenty (20) years of consecutive employment, the Executive Assistant shall be paid a longevity benefit of One Thousand Five Hundred ($1,500.00) dollars per year in a lump sum payment. Payment under this paragraph shall not be added to base pay for the purpose of computing any other pay benefit. The eligibility date for computation of years of service shall begin with the date of service (hire date) and payment made by December 1st.

C. A stipend of $100.00 per month shall be paid to the Employee for the Emergency Management Agency duties which include, but are not limited to, invoicing, budget balancing and any other duties the Fire Chief requires.

D. The Employee recognizes and agrees that she 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.

Section 4. Discipline and Termination

Disciplinary Procedure

If the Employee's performance, attendance, or behavior is not satisfactory, the Fire Chief may issue a documented warning stating the issue and giving suggestions for improvement. The warning must also include measurable goals, a timetable for improvement, and a statement that the employee will be subject to further disciplinary action up to and including termination if goals for improvement are not met. A copy of the warning is given to the Employee and a copy placed in the Employee's file.

Section 5. Goals and Objectives

The Fire Chief, in conjunction with the Employee, may 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 Fire Department.

Section 6. Hours of Work

The workweek shall normally consist of thirty-five (35) hours per week, and the work shift shall be 8:30 a.m. to 4:30 p.m. or at the discretion of the Fire Chief, but not to

normally exceed thirty-five hours. The Executive Assistant shall receive compensatory time off from work or be paid at straight time for the number of hours worked on Town business at time other than normal work week (35 hours), up to a maximum of forty (40) hours, after which compensatory time or pay shall be calculated at the rate of time and one-half, subject to the approval of the Fire Chief. Compensatory time must be taken prior to June 30th of the present fiscal year or may be carried over with approval of the Fire Chief.

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

A. Employee shall receive five (5) weeks (25 paid days) of vacation each year, effective on December 12th of each year.

B. 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, Patriot's Day, Thanksgiving Day, the day after Thanksgiving, 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. The day before Christmas shall be a paid holiday only in those years when Christmas falls on a Tuesday, Wednesday, Thursday or Friday.

D. The Executive Assistant will receive one (1) day of sick leave with pay for each month of continuous service provided such leave is caused by sickness, injury, or exposure to contagious disease. Sick leave may be accumulated without limit.

The Executive Assistant shall be compensated in cash for all unused sick leave up to a maximum of one hundred thirty (130) days when she is permanently separated from employment with the Town by retirement or death. In the event of

death of the Executive Assistant, payment shall be made to her designated beneficiary or estate.

Sick leave must be approved by the Fire Chief. If the Executive Assistant is absent three (3) days or more, chargeable sick leave, a statement from her physician may be required; the statement to give the nature of the illness and the expected duration. Such statement may be required at the discretion of the Fire Chief.

The Town may require a medical examination of the Executive Assistant on sick leave. This examination shall be at the expense of the Town and by a physician appointed by the Town unless otherwise waived by the Town.

All unused, accumulated sick leave shall be kept to a laid-off Executive Assistant's credit, and in the event of a rehire, shall be restored to the Executive Assistant.

If the Executive Assistant did not utilize any sick leave in the period of July 1 through June 30 of the previous year, two (2) additional days of personal time shall be granted to the Executive Assistant and must be taken during the next fiscal year.

E. The Employee shall receive four (4) days emergency or personal leave each July 1st. 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 five 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.

Section 9. 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: Fire Chief , 360 Union Street, Rockland, MA 02370
2. Employee: Mary P. Ryan, 121 Concord Street, Rockland, MA 02370

Section 10. 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 November 20, 2013.

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 Executive Assistant 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 duly attested by its Town Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above, written.

EMPLOYER

Scott T. Duffey

Fire Chief

EMPLOYEE

Mary P. Ryan

Mary P. Ryan

8/4/2015

Date

Approved as to form

Allan R. Chiocca, Town Administrator