

EMPLOYMENT AGREEMENT

Whereas, the Town of Rockland under the auspices of the Sewer Commissioners hereafter referred to as the "Town", has extended the employment agreement with John F. Loughlin as Superintendent of the Sewer Department at a meeting of the Sewer Commissioners on February 27, 2014. The extension as voted is in effect July 1, 2014 thru June 30, 2017. The Town and the Superintendent hereby enter the following Agreement / Contract.

ARTICLE I

If any of the provisions of this agreement shall in any manner conflict with any Federal Law or Statutes of the Commonwealth of Massachusetts, such provisions shall be considered null and void and shall not be binding on the parties hereto, and in such event; the remaining provisions of this agreement shall remain in full force and effect.

ARTICLE II HOURS OF WORK

The workweek shall normally consist of forty (40) hours per week or such time and effort necessary to properly perform the duties of the position. Compensation time may be authorized by the Sewer Commission.

ARTICLE III SALARY

Effective July 1, 2014 the Superintendent shall be paid a salary of \$84,000 with yearly increases of 3% upon a satisfactory annual performance review as defined in Article IV by the Board of Sewer Commissioners.

ARTICLE IV ANNUAL EVALUATION REVIEW

The Town shall review and evaluate the performance of the Sewer Superintendent annually and in accordance with specific criteria developed jointly by the Board and the Superintendent. Further, the Town shall provide an adequate summary statement of the findings and provide adequate opportunity for the Superintendent and the Town to discuss the evaluation. Annually the Town, in conjunction with the Superintendent, shall define such goals and performance objectives, which they determine necessary for the

proper operation of the Sewer Department, and shall establish a relative priority among those various goals and objective, which have been reduced to writing.

ARTICLE V
SUSPESION, TERMINATION AND SEVERANCE PAY

- A. Suspension. Employer may suspend the Employee for good cause, with pay and benefits, at any time during this agreement.
- B. Termination for malfeasance. The Employer may terminate the service of the Employee at any time for malfeasance. Upon termination for malfeasance under this paragraph all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties. For purpose of this Agreement "malfeasance" is defined as criminal misconduct resulting in a finding of guilty or an admission in a court of law to sufficient facts to warrant a guilty finding of criminal misconduct, whether or not such acts are committed in the course of the Employee's employment with the Town.
- C. Termination other than malfeasance. The employee may be terminated by the Employer for failure to meet performance goals pursuant to Article IV hereof, or for other good cause before expiration of the aforesaid term of employment.

The Employee agrees to permit the Employee to remain enrolled in the Employers medical and life insurance plans for a further eighteen (18) months after the expiration of the period set out in the immediately, preceding paragraph, providing the Employee remits to the Town Treasurer (100%) percent of the insurance premiums attributable to this membership, monthly in advance.

- D. In the event that the Employee voluntarily resigns his position with Employer before expiration of the term of employment provided herein, then the Employee shall give the Employer one month's notice in advance unless the parties otherwise agree. In the event that the Employee voluntarily resigns, and provides the aforesaid one month notice, he shall be eligible for lump sum payment of accumulated vacation leave and sick time.
- E. Nothing shall prevent the Employer from undertaking the termination of the Employee at such time as the Employee is under suspension.

ARTICLE VI
SICK LEAVE

The Superintendent shall be granted fifteen (15) sick days during the fiscal year, accrued at the rate of one and one quarter (1 ¼) per month. The Superintendent shall be allowed to accumulate all unused sick leave to a maximum of 120 days. In the event of retirement or termination the Superintendent shall be paid a lump sum of all unused sick days at the current rate of pay. In the event of death of the Superintendent any accumulated sick leave and vacation time shall be paid in a lump sum to the surviving dependents at the prevailing rate at the time of death. The Town may request a physician's certificate of illness for any period of illness, provided the Town has justifiable reason for such a request. The Superintendent shall not be required to use up accumulated sick time when absent because of a work related injury or illness.

ARTICLE VII
VACATIONS

Vacations with pay will be granted to the Superintendent on the basis of;

1 year to 4 years	15 working days
4 years to 10 years	20 working days
10 years to 20 years	25 working days

ARTICLE VIII
HOLIDAYS

The Superintendent shall be granted the following each year employed;

New Year's Day	Christmas Day	Columbus Day
Martin Luther King Day	Presidents Day	Veterans Day
Patriots Day	Thanksgiving Day	Memorial Day
Day after Thanksgiving	Independence Day	Labor Day

ARTICLE IX
BEREVEMENT LEAVE

The Superintendent shall be granted leave without loss of pay in the event of death in the immediate family members listed below;

Spouse, children, mother, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, and grandchildren

Such leave shall be three (3) days commencing with the day after the date of death, and can be increased to five (5) with the approval of the Board of Sewer Commissioners.

ARTICLE X
PERSONAL DAYS

The Superintendent shall be granted three (3) personal days per year to be taken at the discretion of the Town.

ARTICLE XI
HEALTH AND LIFE INSURANCE

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

In the event that the Employee elects not to receive coverage from the Town's health care plan the Employee is eligible for a payment of \$2500, subject to the following.

- a. The Employee must certify that he has coverage for health care through a spouse or other family member.
- b. The Employee must remain off of the Town's health care insurance coverage for the period of July 1, 2014 through June 1, 2015 and for the each remaining effective year of this agreement. If the Employee enrolls in the Town's health insurance plan during the above periods, due to loss of coverage from a source other than the Town during the foregoing period, he shall not be eligible for this payment.
- c. Payments to employee will be made on or about June 1st of the effective year.
- d. Employee will not be eligible for this benefit if he receives health insurance coverage from the Town of Rockland through a spouse or other family member.

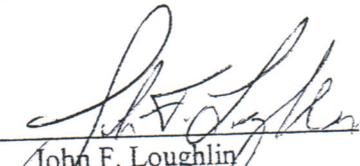
ARTICLE XI
INDEMNIFICATION

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 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 such claims.

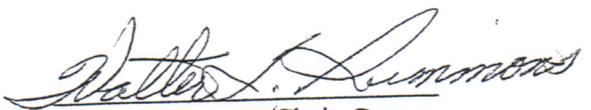
ARTICLE X11
DURATION

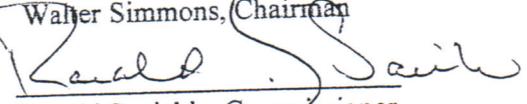
The term of this contract shall extend from July 1, 2014 to and including June 30, 2017. Absent an affirmative vote by the Sewer Commissioners to extend or amend this agreement, this contract shall not be effective after June 30, 2017. Any extension or amendment voted by the Sewer Commissioners must be evidenced by a written document signed by both parties.

In witness thereof the parties hereto set their hands and seals by their duly authorized representative this 27th day of February 2014.



John F. Loughlin
Superintendent



Walter Simmons, Chairman


Ronald Savickie, Commissioner