

**TOWN OF ROCKLAND, MASSACHUSETTS
ROCKLAND MEMORIAL LIBRARY
BOARD OF LIBRARY TRUSTEES**

EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into this 15th day of June, 2016, by and between the Town of Rockland, Commonwealth of Massachusetts, a municipal corporation, acting by and through its Board of Library Trustees, who act hereunder in their representative capacity only and without any personal liability to themselves, hereinafter called "Employer", and Erin Puleio, of Hanover, Massachusetts, hereafter called "Youth Services Librarian". This Agreement shall supersede all prior employment agreements between the Board of Library Trustees and Erin Puleio.

WITNESSETH:

1. Employer desires to employ the service of Robin Erin Puleio as Youth Services Librarian of the Town of Rockland; *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 Youth Services Librarian; *and*
3. The Youth Services Librarian represents that she is qualified and capable of performing the duties and responsibilities of said position; *and*
4. Youth Services Librarian desires to accept full time employment as Youth Services Librarian 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 Employer hereby agrees to employ Erin Puleio as Youth Services Librarian of said Town to perform the functions and related duties of said position as specified in the job description, a copy of which is attached hereto and marked "Attachment A," as

agreed upon and signed by both the Board of Library Trustees and the Youth Services Librarian.

The Youth Services Librarian shall be under the general supervision of the Library Director.

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

The Youth Services Librarian is appointed pursuant to M.G.L., Ch.78, §34, a copy of which is attached hereto and marked "Attachment B," and shall have the statutory authority listed therein.

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. The Youth Services Librarian agrees to remain in the exclusive employ of the Employer during the term of this Agreement.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Library Trustees to terminate the services of the Youth Services Librarian any time, subject only to the provisions as set forth in Section 4 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 Youth Services Librarian, the Employer agrees to pay the Youth Services Librarian for her services rendered pursuant hereto an annual salary as follows:

Effective July 1, 2015, the Youth Services Librarian's annual salary shall be \$40,962.00.

Effective July 1, 2016, the Youth Services Librarian's annual salary shall be \$42,191.00.

Effective July 1, 2017, the Youth Services Librarian's annual salary shall be \$44,760.00.

The Youth Services Librarian 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. The Youth Services Librarian is an Exempt Official as defined by the Town of Rockland Personnel By-Law. Any benefits under the Personnel By-Law not specifically granted under this Agreement shall not accrue to the Youth Services Librarian.

Section 4. Suspension, Termination, Resignation

- A. Suspension - The Youth Services Librarian may be suspended for good cause after a hearing.
- B. Termination - The Youth Services Librarian may be terminated while this agreement is in force. Employment may be terminated upon the following procedure to assure due process:

At least twenty working days before a hearing at which the Library Trustees intend to decide whether the Youth Services Librarian shall be dismissed, the Library Trustees shall give written notice to the Youth Services Librarian including the time and place of the hearing, the alleged cause necessitating possible dismissal; and who shall conduct the hearing. The Youth Services Librarian may attend the hearing, with or without counsel to hear and cross-examine all witnesses against the Youth Services Librarian and to present witnesses in her defense. The Library Trustees may elect to schedule the hearing for Executive Session, pursuant to M.G.L. Ch. 30A, §§21-25, however the Youth Services Librarian shall have the right to request that the meeting be held in open session. After conducting the hearing, the Library Trustees shall issue a decision including findings of fact and disciplinary action up to and including termination, within fourteen (14) days.

- C. Resignation - In the event the Youth Services Librarian voluntarily resigns her position before expiration of the term of employment provided for herein, then the Youth Services Librarian shall give the Board of Library Trustees one month's notice in advance unless the parties otherwise agree. In the event the Youth

Services Librarian voluntarily resigns, she shall not be eligible for severance benefits.

- D. Nothing shall prevent the Board of Library Trustees from initiating the termination process of the Youth Services Librarian at such time as she is under suspension.

Section 5. Goals and Objectives

The Library Director, in conjunction with the Youth Services Librarian, shall define reasonable goals and performance objectives which they deem necessary for the proper operation of the Library. In February of each year of this Agreement, the Youth Services Librarian and the Library Director shall individually complete the Youth Services Librarian's Evaluation Form. The Library Director will meet with the Youth Services Librarian to discuss the collated results and then establish objectives for the following fiscal year with the Youth Services Librarian.

Section 6. Hours of Work

Except as otherwise authorized, the Youth Services Librarian shall devote at least 35 hours, 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 library management function, it is understood and agreed that in order to properly perform the job required, the Youth Services Librarian may have to expend additional time beyond the normal work day, and the Youth Services Librarian agrees to do same as required.

It is acknowledged that the position is one of a Learned Professional 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 Youth Services Librarian may adjust her schedule taking into account such "extra" time so long as the same does not interfere with the obligations to perform her duties or the needs of the department.

Youth Services Librarian shall not without the approval of the Board of Trustees spend more than 5 hours per week in teaching, counseling or other non-employer

connected occupational activities. Participation in continuing education shall not be considered an activity subject to this paragraph.

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

- A. The Youth Services Librarian shall receive 20 (twenty) paid days of vacation, credited on July 1st of each year.
- B. With the approval of the Board of Library Trustees, the Youth Services Librarian 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 Youth Services Librarian shall be paid for all unused vacation leave.

- C. The following shall be paid holidays for the Youth Services Librarian:

New Year's Day, Martin Luther King, Jr. Day, Presidents Day, ½ day on Good Friday, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas 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.

In addition, one day chosen by the Library Trustees in lieu of closing the day after Thanksgiving, and the working day before Christmas when that holiday falls on a Tuesday, Wednesday, Thursday, or Friday shall be paid holidays.

The Youth Services Librarian shall be eligible to take the foregoing days off without loss of pay.

- D. The Youth Services Librarian shall be entitled to take paid time off for illness. Sick leave shall accrue at 1 and ¼ days for each month of continuous service. On retirement or death, the employee/beneficiary shall be compensated in cash for any unused sick leave up to maximum of 125 days.
- E. The Youth Services Librarian shall receive three (3) days emergency or personal leave annually on each July 1st. Said emergency or personal leave days are not eligible for buyback upon resignation, death, or termination.

A. In the event of the death of a member of the Youth Services Librarian's immediate family, she shall be allowed four (4) working days off without loss of pay. "Immediate family" shall include the spouse, child, father, mother, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, grandchild, grandparent, aunt, uncle, step-parent, step-child, daughter-in-law, son-in-law, niece, and nephew.

Section 8. Health and Other Insurance

Youth Services Librarian (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.

Section 9. Indemnification

The Town of Rockland shall provide indemnification and legal defense for the Youth Services Librarian in accordance with M.G.L., Ch. 258. The Youth Services Librarian 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 Youth Services Librarian, so long as the Town of Rockland would have been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment not have been terminated. The Youth Services Librarian 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

The Town shall bear the full cost of any fidelity or other bonds required of the Youth Services Librarian under any law, bylaw or regulation.

Section 11. Other Terms and Conditions of Employment

Reimbursement for Expenses - The Youth Services Librarian shall be reimbursed for mileage for authorized business use of her private automobile at the current IRS standard mileage rate. The Youth Services Librarian will also be reimbursed for other authorized expenses incurred in the conduct of Library business.

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. Board of Library Trustees: Rockland Memorial Library, 20 Belmont Street, Rockland, MA 02370.
2. Youth Services Librarian: Robin Hall at address on record.

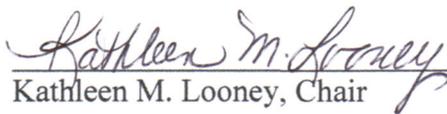
Section 13. General Provisions

- 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 Youth Services Librarian.
- C. This Agreement shall become effective commencing July 1, 2015.
- D. All benefits and obligations of the Employer, except as otherwise provided herein, shall be conditional upon the Youth Services Librarian being employed as and performing the services required of the Youth Services Librarian 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.

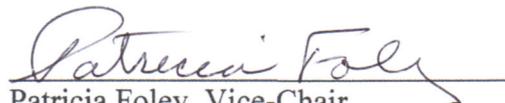
IN WITNESS WHEREOF, the Town of Rockland, Massachusetts, has caused this Agreement to be signed and executed in its behalf by the Board of Library Trustees, and the Youth Services Librarian has signed and executed this Agreement, both in duplicate, the day and year first above, written. Any terms of this agreement that may conflict with any constitution or statute in effect in the Commonwealth or federal laws

are hereby amended to conform to such law. This agreement may be amended by a written document signed by the Board of Library Trustees and the Youth Services Librarian. No other mode of amendment shall be effective.

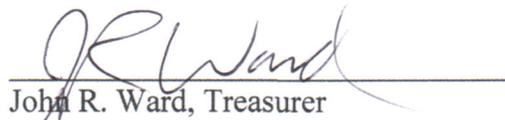
BOARD OF LIBRARY TRUSTEES

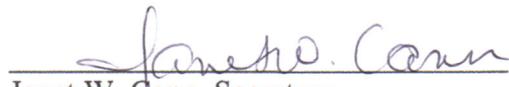

Kathleen M. Looney, Chair


Erin Puleio

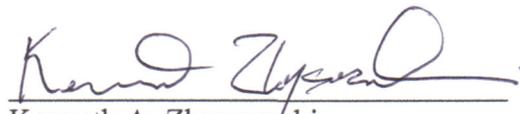

Patricia Foley, Vice-Chair

6/15/16
Date


John R. Ward, Treasurer


Janet W. Cann, Secretary


Cora Leonardi


Kenneth A. Zbyszewski

6/15/16
Date