

EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into this 6th day of September, 2022, 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 **Nicholas P. Zeoli**, of Rockland, Massachusetts, hereafter called "Employee". This Agreement shall supersede all prior employment agreements between the Town of Rockland and **Nicholas P. Zeoli**.

WITNESSETH:

1. Employer desires to employ the service of **Nicholas P. Zeoli** 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 **September 17th, 2022, through June 30, 2027**, 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.

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 September 17, 2022, the Employee's annual salary shall be
\$136,000.

Effective July 1, 2023, the Employee's annual salary shall be
\$140,080.

Effective July 1, 2024, the Employee's annual salary shall be
\$144,282.

Effective July 1, 2025, the Employee's annual salary shall be
\$148,610.

Effective July 1, 2026, the Employee's annual salary shall be
\$153,068.

Effective July 1, 2027, the Employee's annual salary shall be
\$157,660.

B. The Employee, having attained a **Master's Degree in Criminal Justice**, 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 1st and June 1st of each year of this Agreement.

C. The Employee shall receive \$500 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, 2023, and on February 1st 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 public safety 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.

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 **(25)** paid days of vacation each year, effective on **January 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 thirteen (13) holidays in accordance with Massachusetts General Laws. Said compensation shall be made in two equal installments, on or about June 1st and December 1st 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. **In the event of retirement, termination or death, the Employee, or his estate, shall be paid a lump sum of all unused sick leave days at the current rate of pay, up to a maximum of one hundred and twenty (120) days.**

E. The Employee shall receive three (3) days emergency or personal leave, effective upon execution of this Agreement and on January 1st, 2023, and on each January 1st 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) 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 (\$1,450.00) 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: **Nicholas P. Zeoli**, 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 September 6th, 2022.

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

Michael Foughere

Tiffany Needham

Doane Shortall

EMPLOYEE

[Signature]

[Signature]

Town Counsel Approved
As To Form
Date: 9/6/2022