

EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into this 8th day of January 2024, by and between the Town of Rockland, Commonwealth of Massachusetts, a municipal corporation, acting by and through its Board of Assessors, who act hereunder in their representative capacity only and without any personal liability to themselves, hereinafter called "Employer", and Margreta Peterson of Hull, Massachusetts, hereafter called "Employee."

WITNESSETH:

1. Employer desires to employ the service of Margreta Peterson as Director of Assessing of the Town of Rockland, as provided by the Rockland Town Charter, §C-2.06, 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 Director of Assessing 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 Director of Assessing 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 the applicable professional standards.

Section 2. Term

The term of this Agreement shall be from January 8, 2024, through June 30, 2025, 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. Absent an affirmative vote of the Board of Assessors to extend this agreement or re appoint the Employee, employment shall terminate on June 30, 2025.

The term "employment" shall not be construed to include occasional teaching, writing, or consulting performed during Employee's time off as long as the same does not interfere with the obligations the Employee has to the Employer, nor is averse to the interests of the Employer. Provided however, that the Employee shall notify the Board prior to engaging in such activities.

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

Section 3. Salary

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

Effective January 8, 2024, the Employee's annual salary shall be \$80,000.00.

Effective July 1 , 2024, the Employee's annual salary shall be \$85,000.00.

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. 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, Separation

- A. Suspension - Employer may suspend the Employee for good cause, with pay and benefits, at any time during the term of this agreement.
- B. Termination. - The Employer may terminate the Employee for cause at any time during the term of this Agreement. "Cause" under this Agreement shall be defined as failure to meet performance goals or serious misconduct in violation of any law or Town policy, whether such misconduct occurs on or off duty.

- C. Termination Other Than for Malfeasance - The Employee may be terminated by the Employer for failure to meet performance goals established pursuant to Section 1 and Section 5 hereof, before expiration of the aforesaid term of employment. In that event, Employer agrees to pay Employee a lump sum cash payment of three months' salary. Additionally, upon such termination the Employee shall be paid a lump sum cash payment in lieu of all accumulated vacation. Further, The Employer agrees to permit the Employee to remain enrolled in the Employer's insurance plans for three months, provided the Employee pays her share of premiums attributable to her membership to the same extent as if she were still employed by the Employer.
- D. In the event Employee voluntarily resigns her 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, she shall not be eligible for severance benefits.
- E. Nothing shall prevent the Employer from undertaking the termination of the Employee at such time as the Employee is under suspension.
- F. The acceptance by the Employee of the severance pay and/or benefits provided hereunder shall constitute a complete and full release of any other rights, claims or causes of action, whether in law, equity or otherwise, the Employee may have against the Employer, its officers, agents, officials or employees.

Section 5. Goals and Objectives

The Employer, in conjunction with the Employee, shall define such 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. The Board shall further establish a relative priority among those various goals and objectives, said goals to be reduced to writing. The Employee shall prepare and submit for the Board's approval goals and objectives which shall be signed by both parties and shall be attached to and become a part of this agreement.

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 municipal management functions, 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 Town Hall workday, 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.

Employee shall not without the approval of the Board spend more than 5 hours per week in teaching, counseling or other non-employer connected occupational activities, (which activities, regardless of said five- hour limit shall not interfere with the obligations of the Employee has to the Employer or be averse to the interests of the Employer). Examples of such other activities include participation in state and regional associations. Participation as a student in continuing education shall not be considered an activity subject to this paragraph.

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

A. Employee shall accrue one week (5 paid days) effective January 8, 2024, to add to remaining vacation leave accrual of fifty three hours of vacation for this fiscal year, and shall receive four weeks (20 paid days) on July 1, 2024.

B. With the approval of the Board of Assessors, the Employee may carry over two weeks 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 paid holidays for the Employee: New Year's Day, Labor Day, Martin Luther King Day, Columbus Day, President's Day, Veteran's Day, Patriot's Day, Thanksgiving Day and the Friday after Thanksgiving Day, Memorial Day, Good Friday-Half, Juneteenth, Christmas Day, and Independence Day. If any of these days fall on a Saturday, the preceding Friday will be considered the holiday. Holidays on a Sunday will be celebrated on Monday.

D. The Employee shall accrue one day (1) per month effective January 8, 2024, and July 1, 2024, and shall accumulate any unused balance to up to a maximum of one hundred twenty (120) days. Employee is eligible for "sick leave buyout payment" in the amount of 25% of up to one hundred twenty (120) days when the employee is permanently separated from employment

with the Town by retirement or death. The Employer may request documentation from a physician for absences of more than three (3) days.

E. The Employee shall receive three (3) days emergency or personal leave effective July 1, 2024. Said emergency or personal leave days are not eligible for buyback upon resignation or termination.

F. In the event of the death of an employee's spouse, child, grandchild, parent, grandparent, parent-in-law, brother, sister, brother or sister-in-law, stepchild, stepparent, or sole survivor responsible for funeral arrangements of a close relative, the BOA may authorize up to five (5) days absence with pay. In the event of the death of an employee's aunt, uncle, cousin, or grandparent-in-law, the BOA may authorize a one (1) day leave of absence with pay.

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.

If the Employee is eligible to enroll in the Town's medical health insurance coverage, as of May 1, 2024, but does not elect to do so, she shall be eligible to receive an annual payment of \$2,500 subject to the following:

- A. The Employee must notify the Town that she will not be receiving medical health coverage from the Town's health insurance coverage effective July 1, 2024.
- B. The Employee must certify that she has coverage for medical health care through a spouse or other family member.
- C. The Employee must remain off the Town's medical health insurance coverage for the period July 1, 2024, through June 1, 2025. If the Employee enrolls in the Town's medical health insurance plan during any benefit year due to loss of coverage from a source other than the Town during the foregoing period, she shall not be eligible for this payment.
- D. The Employee shall be ineligible for this benefit if she receives medical health insurance coverage from the Town of Rockland through a spouse or other family member.

Section 9. 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 been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment have not 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

N/A

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: Town of Rockland, Board of Assessors, 242 Union Street, Rockland, MA 02370
2. Employee: Margreta Peterson, 10 Old Colony Road, Hull, MA 02045

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 January 8, 2024.

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 Assessor/Appraiser 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 of 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 Assessors, 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.

BOARD OF ASSESSORS



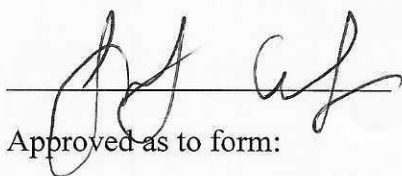
Dennis M. Robson, Chairman



Dianne M. Molineaux, Vice Chairman



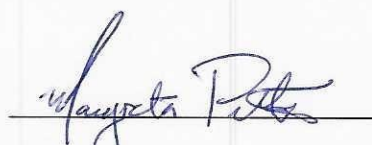
Charles E. Wehner Jr., Member



Approved as to form:

Attorney John J. Clifford, Town Counsel

EMPLOYEE



Margreta Peterson

Town Clerk



