

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into in accordance with Chapter 41, §108N, as amended, of the Massachusetts General Laws, this 30th day of March, 2017 by and between the **TOWN OF GROVELAND** (hereinafter the “**TOWN**”), a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen (hereinafter referred to as the “**BOARD**”) and **DENISE M. DEMBKOSKI**, 8 Heritage Road, Billerica, MA hereinafter also referred to as the “**FINANCE DIRECTOR**”.

WHEREAS, the **BOARD** desires to employ the services of **DENISE M. DEMBKOSKI** as **FINANCE DIRECTOR** in accordance with Massachusetts General Laws, Chapter 41, §108N as amended; and

WHEREAS, **DENISE M. DEMBKOSKI** desires to accept employment as **FINANCE DIRECTOR** of said Town; and

WHEREAS the **BOARD** and **DENISE M. DEMBKOSKI** desire to enter into a written contract of employment setting forth the terms and conditions of such employment.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION 1. TERM OF EMPLOYMENT.

The term of this Agreement shall be from July 1, 2017 through June 30, 2020, unless sooner terminated in accordance with the provisions herein. Employee agrees to remain in the exclusive full time employ of the Employer during the term of this Agreement, and neither accept other employment nor become employed by another employer in the same or similar capacity during said employment term. The term “employed” shall not be construed to include occasional teaching, writing, consulting or unrelated part-time work performed during Employee’s time off so long as same does not interfere with the obligations the Employee has to the Employer nor is adverse to the interests of the Employer; provided however, that the Employee shall notify the Employer prior to engaging in such activities.

SECTION 2. DUTIES.

The **FINANCE DIRECTOR** shall perform all the duties and functions as specified in Massachusetts General Laws, pursuant to law or rule or regulation of the Commonwealth, as specified by Town By-Law, rule or regulation of the **TOWN OF GROVELAND** as are in effect, Finance Director Job Description, a copy of which is attached hereto and made a part of this Agreement, and such other duties and functions as the Board shall, from time to time, legally assign to him.

SECTION 3. HOURS OF WORK.

The work week shall consist of normal business hours and other hours during which the **FINANCE DIRECTOR** is required to attend meetings of the **BOARD OF SELECTMEN, FINANCE COMMITTEE** and other meetings as required for the proper performance of her duties and responsibilities, subject to all other provisions of this Agreement.

SECTION 4. COMPENSATION.

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

Beginning July 1, 2017 through June 30, 2018, a 2% increase or the sum of \$109,242;

Beginning July 1, 2018 through June 30, 2019, a 2% increase or the sum of \$111,427;
and

Beginning July 1, 2019 through June 30, 2020, a 2% increase or the sum of \$113,655.

The Employee recognizes and agrees that she will not be entitled to any salary increases or changes in benefits afforded to other employees, or which are otherwise provided by statute, unless the Employer and Employee agree to same by an amendment to this Agreement. To that end, the terms of this Agreement shall supersede and prevail over the terms and conditions of the Personnel Bylaws of the Town of Groveland except where otherwise specifically provided.

Additionally, the Finance Director shall be allowed, through the treasurer expense budget, to purchase and maintain a cellular telephone so as to be available to the Board and other Town departments as needed, and shall be reimbursed for travel related to Town of Groveland business at the mileage reimbursement rate determined annually by the Internal Revenue Service.

All salary, fringe benefits and other obligations provided for in this Agreement are subject to annual appropriation by the Groveland Annual Town Meeting.

SECTION 5. BENEFITS

- A. The **BOARD** shall provide the **FINANCE DIRECTOR** with health insurance and life insurance as provided to other Town employees.
- B. The **FINANCE DIRECTOR** shall be entitled to paid vacation leave of twenty-five (25) days per year effective July 1, 2017 through June 30, 2020. The **FINANCE DIRECTOR** shall not take more than ten (10) consecutive days of vacation without prior approval of the **BOARD**. In the event that the **FINANCE DIRECTOR** is unable to take all days of vacation during any year of the term, she shall be permitted to carry over all accrued vacation days into the next fiscal year.

The **FINANCE DIRECTOR** shall be paid in a lump sum for any unused vacation days, subject to a maximum accumulation of thirty (30) days, she has to her credit at the time of the termination of her employment under this Agreement, unless she is terminated for conviction of a felony or for an act involving improper personal gain. In the event of the **FINANCE DIRECTOR's** death, payment of unused vacation time shall be made to her designated beneficiary of her estate. However, if the **FINANCE DIRECTOR's** employment is terminated pursuant to Section 10 hereunder, such vacation time shall be pro-rated commensurate with time actually worked.

- C. The **FINANCE DIRECTOR** will be allowed fifteen (15) sick days per year earned at a rate of one and one-quarter (1-1/4) day for each month worked, provided such leave is the result of sickness, injury, or exposure to a contagious disease, but not sustained in other activities or injury recoverable by insurance. The **TOWN** may require a medical examination following an absence of more than three (3) days due to illness or injury. Unused sick days may be accumulated up to a maximum of One Hundred Fifty (150) days. There shall be no payment for accumulated sick days at the termination of this Agreement, pursuant to Section 10 hereunder unless said separation is by the Finance Director's retirement in which case twenty percent (20%) of the unused sick days up to a maximum of thirty (30) days shall be paid at the rate in effect at the time of said retirement.
- D. The **FINANCE DIRECTOR** will be eligible for bereavement leave consisting of four (4) days per death (non-cumulative) in her immediate family, defined as follows: father, mother, wife, son, daughter, sister, brother, mother-in-law, father-in-law, grandfather, grandmother. Such absence will not be in excess of four (4) working days from the date of death until the day after the funeral.
- E. The **FINANCE DIRECTOR** will be eligible for three (3) personal days per year, which are non-cumulative.

- F. The **FINANCE DIRECTOR** shall be eligible for unpaid leave if required for documented medical reasons or for approved personal reasons at the discretion of the **BOARD**.
- G. The **FINANCE DIRECTOR** will receive the same rights and privileges as all other employees of the **TOWN** on matters not specifically addressed in this Agreement. The **FINANCE DIRECTOR** shall enjoy all retirement, insurance, holiday and other benefit entitlements available to full-time, nonunion personnel of the **TOWN** under the same terms and conditions unless benefits are specifically limited under the terms of this agreement.
- H. The **TOWN** agrees to provide professional liability insurance for the **FINANCE DIRECTOR** in accordance with Massachusetts General Laws, Chapter 258, §13, in an amount sufficient to satisfy all applicable laws and regulations governing such insurance. The **TOWN** agrees to indemnify the **FINANCE DIRECTOR** in all claims made against her in the performance of her duties and to continue such indemnification and legal defense in all claims against her in the performance of her duties even if said claim has been made following her termination from employment. This provision shall survive any Termination Agreement.

SECTION 6. PROFESSIONAL DEVELOPMENT

- A. The **TOWN** agrees to pay for the reasonable registration, travel and sustenance expenses of the **FINANCE DIRECTOR** for courses, institutes and seminars that are necessary for her professional development and for the good of the **TOWN**, subject to the availability of an appropriation and prior approval of the **BOARD**.
- B. The **BOARD** recognizes and encourages the **FINANCE DIRECTOR** to join professional organizations that are typically affiliated with municipal government. Should the **FINANCE DIRECTOR** attend seminars, conferences or workshops sponsored by such professional organizations, time spent at such conferences shall not be deducted from her vacation leave. For attendance at any seminar or workshop over one (1) day's duration, the **FINANCE DIRECTOR** must have prior approval of the **BOARD**.

SECTION 7. NO REDUCTION OF BENEFITS

The **TOWN** shall not, at any time during the term of this Agreement, reduce the salary, compensation or other financial benefits of the **FINANCE DIRECTOR**, except to the degree of such reduction across the board for all employees of the **TOWN** not then covered by a collective bargaining agreement.

SECTION 8. TERM

- A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the **BOARD** to terminate the services of the **FINANCE DIRECTOR** at any time in accordance with the provisions of Section 10 below.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the rights of the **FINANCE DIRECTOR** to retire, and/or resign at any time from her position with the **TOWN**, subject to the provisions set forth in Section 10, paragraphs A and B of this Agreement. In the event the **FINANCE DIRECTOR** voluntarily terminates her position with the **TOWN** before the expiration of the term of this Agreement, **FINANCE DIRECTOR** shall give a minimum of thirty days notice in advance, unless the parties agree otherwise. The **FINANCE DIRECTOR** agrees to assist the town by making herself available several hours in the evening until her replacement has been hired. A copy of any such resignation shall be filed with the Town Clerk.

SECTION 9. TERMINATION

This Agreement may be terminated upon the occurrence of any of the following:

- A. Whenever the **BOARD** and the **FINANCE DIRECTOR** mutually agree to termination in writing.
- B. The retirement and/or resignation of the **FINANCE DIRECTOR**.
- C. The **BOARD** can terminate the **FINANCE DIRECTOR** at any time during the term of this Agreement for just cause.

For the purpose of suspension, termination of employment or removal from office, the definition of cause includes, but is not limited to, the following:

1. **MALFEASANCE**. Defined as wrongdoing or misconduct by a public official or the commission of an act that is positively unlawful.
2. **MISFEASANCE**. Defined as the doing of a lawful act in an unlawful or improper manner so that there is an infringement of the rights of others.
3. **NONFEASANCE**. Defined as the failure to do what duty requires to be done.
4. Knowingly Violates Town by-laws as they relate to the Finance Director position.
5. Unauthorized exercise of the responsibility and authority of the **BOARD** action in direct contradiction with policies of the **BOARD**.

The **FINANCE DIRECTOR** shall be provided with a Forty-Five (45) day written notice of the **BOARD**'s intent to terminate her together with a list of the reasons for the proposed discharge. Unless waived by the parties hereto, the **FINANCE DIRECTOR** shall have the right to a hearing at which she will be entitled to present evidence, cross examine witnesses and be represented by counsel at her own expense. The **BOARD** may place the **FINANCE DIRECTOR** on administrative leave during the duration of such proceedings. However, the salary of the **FINANCE DIRECTOR** shall continue to be paid during these proceedings.

After such hearing, any decision on the charges made by the **BOARD** shall be final.

- D. If the Board wishes to terminate the **FINANCE DIRECTOR** without cause, she shall be entitled to the remaining value of the contract to be distributed over a time period agreed to by both parties but no longer than the ending date of the contract. If the **FINANCE DIRECTOR** decides to resign or retire, she will not be entitled to receive the remaining value of the contract or any severance pay.

SECTION 10. GRIEVANCE PROCEDURE

If the Finance Director believes that she has not received equitable treatment concerning some condition of this employment agreement, she may seek review of her complaint. The grievance shall be brought before a 3 member panel made up of one party chosen by the Board of Selectmen, one party chosen by the Finance Director, and one other party mutually agreed upon by the Board and the employee. The panel will issue an opinion within 14 days, together with its recommendation.

SECTION 11. RENEWAL

If the **BOARD** intends not to renew this Agreement for a further term, notice shall be given to the **FINANCE DIRECTOR** at least six (6) months in advance. If notice is not given at least six (6) months in advance, the parties agree to begin negotiations in accordance with the provisions of the Department of Finance and Budget General By-Law adopted in June, 1997.

SECTION 12. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the U.S. Postal Service, postage prepaid, addresses as follows:

TOWN: BOARD OF SELECTMEN
183 Main Street
Groveland, MA 01834-1313

FINANCE DIRECTOR: DENISE M. DEMBKOSKI

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the U.S. Postal Service.

SECTION 13. GENERAL PROVISIONS

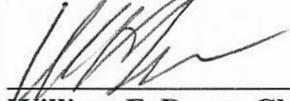
- A. This Agreement shall become effective upon signing by both parties.
- B. This Agreement may be amended in writing at any time by mutual consent of the parties as otherwise provided herein.
- C. For purposes of the Fair Labor Standards Act, the **FINANCE DIRECTOR** shall be deemed an exempt employee.
- D. Due to the sensitive nature of the position of **FINANCE DIRECTOR**, it is specifically agreed that the **BOARD** may, with reasonable cause, require the **FINANCE DIRECTOR** to undergo drug testing, such testing to be no more frequent than once every six (6) months.

IN WITNESS WHEREOF, the Town of Groveland, Massachusetts, has caused this Agreement to be signed and executed on its behalf by its **BOARD OF SELECTMEN** and the **FINANCE DIRECTOR** has signed this Agreement, both in duplicate, this 3rd day of April, 2017.

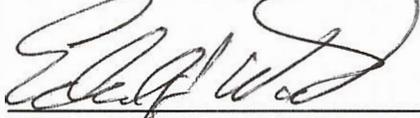
TOWN OF GROVELAND

Acting by and through its

BOARD OF SELECTMEN:



William F. Dunn, Chairman



Edward H. Watson, Vice Chair

Daniel J. MacDonald, Selectman



William G. O'Neil, Selectman

FINANCE DIRECTOR



Denise M. Dembkoski

POSITION DESCRIPTION
(as amended in 2015)

TITLE: Finance Director

REPORTS TO: The Finance Director shall work under the general supervision or and report to the three member Board of Selectmen

GENERAL PURPOSE: In accordance with the provisions of General By-law adopted at the 1997 Annual Town Meeting (Article 38-Sections One – Fourteen) and the consolidation of the positions of Treasurer and Collector, the Finance Director shall be responsible for all duties formerly imposed upon said Treasurer and Collector by statute, regulation, or by-law. The Town Accountant's Office shall be a part of the Department of Finance and Budget and shall report directly to the Finance Director.

SUPERVISORY RESPONSIBILITIES:

The Finance Director, as Treasurer/Collector and Budget Officer of the Town, shall be responsible for the supervision of the Assistant Treasurer, Assistant Collector, and Town Accountant, including the hiring, review, evaluation, and/or dismissal thereof; and shall be responsible for coordinating the fiscal management practices of the Treasurer's, Collector of Taxes, and Town Accountant's Departments, and administrator of budgeting, including financial reporting, accountability and control, financial and programmatic implications on current and future policies to all Town Departments and Board of Selectmen.

DUTIES AND RESPONSIBILITIES:

The Finance Director shall be responsible for but not necessarily limited to the following financial and budgetary matters:

- To coordinate with all Town Departments and manage the collection of all budget and financial information, including the forecasting of revenues for the forthcoming fiscal year in order to prepare an annual budget for the Annual Town Meeting.
- To set policies and procedures for the collection of all revenues due and owing to the Town of Groveland as a result of tax levies, and the issuance of licenses and permits excepting therefrom revenues collected by the municipal light plant.
- To write grant proposals appropriate to the needs of the Town, and to insure compliance with the terms of each grant.
- To review, and oversee on a yearly basis the various town trust funds, and to insure that funds are prudently invested. Also, when any such trust fund fails due to the extinction of the purpose for which said fund was created,

the Department of Budget and Finance shall with the advice and consent of the Selectmen seek appropriate relief in a court of competent jurisdiction from the duties of investment and distribution imposed by the trust fund instrument.

- Disburse, as Town government operations may require, all funds and sign all checks pursuant to warrants signed by the board of Selectmen and Town Accountant, to insure the efficient operation of government.
- The Finance Director shall be the Chief Procurement Officer for the Town.
- Report to the Board of Selectmen and Finance Committee concerning all financial matters affecting town Government.
- Coordinate with the Massachusetts Department of Revenue pertaining to all matters on their municipal calendar and, maintain proficiency in municipal finance laws as they relate to Town Government.
- Coordinate and manage all financial information received from the Board of Assessors to forecast future financial growth and anticipated revenues, and advise the Selectmen, Finance Committee and Town Meeting accordingly.
- Create written policies and procedures, and be responsible for the collection of all monies received by various Town departments as allowed by law and deposit same in bank accounts.
- Pursuant to all state, federal and municipal statutes, laws, regulation and by-laws, the Department of Finance and Budget shall make detailed estimates of all money necessary to maintain the proper operation of government.
- Supervise the introduction and utilization of the central computerized financial and management information system of the Town.
- The Finance Director shall be available in the Town Hall a minimum of 35 – 40 hours per week. This position will require frequent evening meetings with various individuals and committees association with the finances of the Town.
- To attend all Board of Selectmen meetings and advise Selectmen on policies, agenda items, and procedural matters;

- Acts as Chief Compliance Officer with regards to State Ethics and Open Meeting Law;
- Coordinates legal resources with Town Counsel on all legal matters affecting the town;
- Writes Board of Selectmen Town Meeting Articles and motions. Ensures proper posting of Town Meeting Warrant, reservation of auditorium, and overseeing printing of town meeting documents for town voters;
- Ensures that complete and full records of the administrative activity of the Board of Selectmen are maintained. Prepares Board of Selectmen meeting agenda. Provides background information on agenda items in order to assist Selectmen in their deliberations. Prepares and post meetings and Board's meeting Minutes. Determines need for and prepares Executive Session notices for certified mailing to affected party;
- Oversee all Personnel appointed by the Board of Selectmen and all personnel matters by providing assistance and guidance to department heads and employees;
- Interview or oversee interview process for all employees and Board Members appointed by the Board of Selectmen;
- Administers collective bargaining agreements and Town Personnel Plan;
- Monitors and reviews personnel law changes, personnel policies, job classifications, and salary structures;
- Enforces town's equal employment opportunity, discrimination, and harassment policies. Approve all job vacancy notices prior to posting and ensures that minimum posting requirements are met;
- Maintains detailed personnel records and town employee files; maintains and updates personnel listing; weekly leave/attendance records, and other administrative data and forms as required.
- Perform other duties as may be assigned by a majority vote of the Board of Selectmen.