

029.

Employment Contract Between
The Town of North Andover
And
Andrew Melinkas

This AGREEMENT is made pursuant to M.G.L., chapter 41, Section 108(O) as of June 7, 2010 by and between the Board of Selectmen of the Town of North Andover, hereinafter referred to as the BOARD, Mark H. Rees, herein after referred to as the TOWN MANAGER, or their successors, and Andrew Melinkas, herein after referred to as Mr. Melinkas and/or the FIRE CHIEF,

WHEREAS the BOARD, by affirmative vote on June 7, 2010 appointed Mr. Melinkas as the Town's FIRE CHIEF,

WHEREAS the BOARD and the FIRE CHIEF desire to enter into an employment contract,

WHEREAS the BOARD and Mr. Melinkas recognize Massachusetts General Laws Chapter 41, Section 108 (O) as the basis for negotiating this Contract,

WHEREAS Mr. Melinkas is willing to undertake and perform the duties of said position according to the terms and conditions of this Contract;

NOW, THEREFORE, the parties agree as follows:

Article I: Functions and Duties of the FIRE CHIEF

The FIRE CHIEF shall perform faithfully, to the best of his ability, the functions and duties of the FIRE CHIEF pursuant to M.G. L, Chapter 48, Section 42, and such other duties as the TOWN MANAGER OR BOARD may assign, unless otherwise modified by the Town Charter or this agreement.

Article II: Term

This AGREEMENT shall commence on June 7, 2010, and shall be in full force and effect until June 6, 2013. The AGREEMENT shall be for a term of three years subject to Articles VI, VII and VIII.

Article III: Town Personnel Policy:

Unless otherwise modified by this agreement all provisions of the Town's Personnel Policy as currently written or as may be amended in the future shall apply to the position of FIRE CHIEF.

Article IV: Evaluation:

A. Annually the TOWN MANAGER and the FIRE CHIEF shall define the goals and objectives which they determine necessary for the proper operation of the Fire Department and the attainment of the BOARD's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

B. The TOWN MANAGER shall review and evaluate the FIRE CHIEF on, or about, June 30th of each year (with the exception of June 30, 2010). Said review and evaluation shall be based, in part, on the goals and objectives developed jointly by the TOWN MANAGER and the FIRE CHIEF.

C. The results of the FIRE CHIEF's evaluation shall be used to determine any adjustment to the compensation of the FIRE CHIEF, subject to sufficient funds being appropriated by Town Meeting for this purpose.

D. Failure of the TOWN MANAGER TO evaluate the FIRE CHIEF'S performance shall in no way prejudice the TOWN.

Article V: Compensation

A. The FIRE CHIEF shall be paid an annual salary of \$ 100,000. For the period from June 7, 2010 to June 30, 2010 the FIRE CHIEF'S compensation shall be prorated. On December 7, 2010, a 3% salary increase will be implemented, subject to the FIRE CHIEF's satisfactory job performance as determined in the sole discretion of the TOWN MANAGER. Further salary adjustments will be considered on July 1st of each year.

B. Any adjustment to the FIRE CHIEF's salary shall be made in accordance with Article IV--C.

Article VI: Discipline and Termination

A. The TOWN MANAGER shall provide the FIRE CHIEF with written notification of any contemplated discipline or dismissal for cause and the specific reasons (i.e., charges against the FIRE CHIEF) for said action. Within forty-eight hours after receipt of said notice, the FIRE CHIEF may submit in writing, a request a hearing with the TOWN MANGER regarding the contemplated discipline or dismissal. The TOWN MANAGER will promptly schedule a hearing with the FIRE CHIEF within 10 days. Failure by the FIRE CHIEF to file this request for a hearing within forty eight hours shall be deemed an acceptance by the FIRE CHIEF of the contemplated discipline or dismissal.

B. The TOWN MANAGER, or other designee appointed by the TOWN MANAGER, will preside at this hearing. At this hearing, the FIRE CHIEF or his attorney will have the

opportunity to present reasons why the Town should not discipline or discharge the FIRE CHIEF. Within 10 days after the hearing, the TOWN MANAGER or his designee will notify the FIRE CHIEF and the BOARD, in writing of his findings and recommendations.

C. Upon receipt of the TOWN MANAGER, or his designee findings and recommendations, the FIRE CHIEF has five days to request a hearing before the BOARD. Failure by the FIRE CHIEF to file this request for a hearing within five days shall be deemed an acceptance by the FIRE CHIEF of the TOWN MANAGER'S or his designee's findings and recommendations. The hearing must be scheduled within thirty days of receipt of said request unless otherwise agreed by the parties. At the hearing the TOWN MANAGER, or his designee, must present the reasons why the FIRE CHIEF is being considered for discipline or termination. Whenever possible, this evidence should be provided through witness testimony. After the TOWN MANAGER or his designee, presents his evidence, the FIRE CHIEF or his attorney may question the witnesses or present relevant evidence that supports his position. After the hearing the BOARD shall notify said employee, in writing of their decision within fifteen days. The BOARD's decision is final and the FIRE CHIEF has no rights to appeal.

D. The FIRE CHIEF may be placed in a paid or unpaid status during this process at the discretion of the TOWN MANGER.

Article VII Renewal of Agreement

In the event either the BOARD or FIRE CHIEF desires not to renew this agreement, such party shall provide the other with notice of such intention at least forty five (45) working days prior to expiration of this agreement. The FIRE CHIEF shall be eligible for payment of all accumulated vacation pay and terminal leave as provided for in the Personnel Policy.

Article VIII Termination of Agreement by the Fire Chief:

The FIRE CHIEF, may, at his option and by a minimum of ninety (90) days written notice to the BOARD unilaterally terminate this agreement. The BOARD may, at its discretion, shorten or waive such requirement. The FIRE CHIEF shall be eligible for payment of all accumulated vacation pay and terminal leave as provided for in the Personnel Policy.

Article IX General Provisions

A. Performance: The FIRE CHIEF shall fulfill all aspects of this AGREEMENT. Any exceptions thereto shall be by mutual agreement between the parties, in writing.

B. Entire Agreement: This AGREEMENT embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by the parties other than those contained herein. The AGREEMENT may not be changed except by writing signed by the parties.

C. Invalidity: If any paragraph or part of this AGREEMENT is judged to be invalid, it shall not affect the remainder of said AGREEMENT, but said remainder shall be binding and effective against all parties.

D. This AGREEMENT shall be governed by the laws of the Commonwealth of Massachusetts.

Agreed to by:

Board of Selectmen

Andrew Melinkas

D. P. Jr.

R. A. Abdulla

Will F. Cord

Joseph Connelly Smedley

Mark H. Rees

Mark H. Rees, Town Manager

Andrew Melinkas
Andrew Melinkas