

AGREEMENT

BETWEEN THE TOWN OF ORANGE.

AND

Joshua Knechtel

Dated Thursday September 28, 2006

THIS AGREEMENT is entered into, pursuant to M.G.L. CH 41, 1080, between the Town of Orange, by and through, the Cemetery Commissioners in their official capacity, hereinafter referred to as the Commissioners, and Joshua Knechtel, hereinafter referred to as the Cemetery Superintendent.

WHEREAS, the Commissioners have appointed Joshua Knechtel the Cemetery Superintendent of the Orange Cemetery Department: and

WHEREAS, Joshua Knechtel has the qualifications to perform services of the Cemetery Superintendent:

NOW THEREFORE, in consideration of the mutual obligations contained herein, the parties hereby agree as follows:

Article I. Scope of Services

The Cemetery Superintendent shall be the chief administrative officer of the Orange Cemetery Department and shall perform all duties of the Cemetery Superintendent in accordance with all general and special laws of the Commonwealth of Massachusetts, Town bylaws and shall faithfully comply with the rules and regulations of the Orange Cemetery Department. In addition, the Cemetery Superintendent shall represent the Orange Cemetery Department in all matters in which the Cemetery Department is required or requested to appear. The position of Cemetery Superintendent is considered a managerial and confidential position. For the purpose of the FLSA, the Cemetery Superintendent shall be deemed an exempt employee.

The duties, subject to all applicable Federal, State and local laws and regulations, of the Cemetery Superintendent shall include, but not limited to, the following:

- A. Supervision of the daily operation of the Cemetery Department.
- B. Supervision of all department personnel.
- C. Preparation and submission of the Cemetery Department budget.

D. Submission of reports to the Cemetery Commissioners either orally or in writing when requested or required in order to ensure the proper communication between the Commissioners and the Cemetery Department.

E. Being responsible for all department expenditures as well as the receipt of funds and property in the custody of the department.

F. Supervision and control of all department equipment and motor vehicles belonging to or used by the Cemetery Department

G. Supervision and control of all training programs for departmental personnel and the assignment of personnel to such programs.

H. Maintaining the discipline of the department personnel: the issuing of orders, rules, regulations, policies and procedures and the assignment to shifts and duties of all department personnel.

I. Being available for hearings before any board of the town at which the Cemetery Department is required to appear and before the town meetings when necessary.

J. Being responsible for planning, organizing, directing, staffing and coordinating cemetery operations.

K. Being responsible for communications with the public, including the media, on matters related to operations and department policy.

L. Being responsible to record and submit hours of work for all employees of the Cemetery Department.

M. Being responsible to maintain a personnel file on each employee of the Cemetery Department and to maintain a record of sick leave, vacation leave, holiday pay, personal days, bereavement leave and any pertinent oral or written communication between the Cemetery Superintendent and employee of the Cemetery Department.

N. Being responsible for recording and maintaining the minutes of the Cemetery Commission meetings.

O. In accordance with the job description of the duties and responsibilities dated August 3, 2006

## Article II. Absence

Being responsible that in his/her absence an employee of the Cemetery Department has the ability to perform daily tasks to maintain the operation of the Cemetery Department, shall include but not be limited to the following:

- A. Sale of lots
- B. Preparation and implementation of burials

## Article III. Term

- A. The term of this contract shall commence on October 2, 2006 through June 30, 2009 except upon resignation, retirement or removal from office.
- B. This contract may be extended for one or more additional periods of time not to exceed three (3) years, said time and terms to be agreed upon, in writing, by the Cemetery Commissioners and the Cemetery Superintendent.
- C. In the event the Cemetery Superintendent intends to resign or retire voluntarily, before the natural expiration of any term of employment, then the Cemetery Superintendent shall give the Commissioners forty five (45) days written notice, in advance, without penalty, unless the parties otherwise agree in writing. Provided such notice is given, the Cemetery Superintendent will be entitled to receive pay for vacation time accrued. If the Cemetery Superintendent fails to provide the agreed upon notice he will forfeit, as liquidated damages, any moneys owed to him by the town. The Commissioners shall give forty five (45) days notice to the Cemetery Superintendent in the event of termination, during the course of this agreement.
- D. The Cemetery Commission will notify the Cemetery Superintendent prior to sixty (60) days of the end of this agreement, their intent of the renewal of this agreement. The Commission will, include on their agenda, ninety (90) days prior to the end of this agreement, for discussion on the agreement.

## Article IV. Salary

The Cemetery Superintendent shall receive a sum of \$34,833.02 annual, in accordance with Compensation Plan FY07 step two (2). Upon completion of the six (6) month probation period, the sum will increase to \$35,616.77 annual, in accordance with Compensation Plan FY07 step three (3). After completion of one (1) year of service the Cemetery Superintendent salary shall be reviewed. An additional increase may be added at that time and shall be dependent upon any cost of living increased already received by the town.

## Article V. Benefits

Benefits for the Cemetery Superintendent will generally conform to those offered to other non-union employees under the Personnel Bylaw for The Town of Orange, unless expressly noted below:

A. Sick leave, vacations, holiday pay, personal days, longevity and bereavement days, shall be covered under the personnel bylaws.

B. Clothing allowance: The Cemetery Superintendent shall be entitled to a clothing allowance of \$425.00 each year. Bills for items purchased shall be submitted to the Cemetery Commissioners for reimbursement and review.

C. Vehicle: The Cemetery Superintendent shall have use of the spare vehicle owned by the department. Said vehicle is to be used by the Cemetery Superintendent in connection with the performance of his duties or for limited personal use in the Athol Orange area and for traveling back and forth to work as long as the Cemetery Superintendent resides in the Town of Orange. This vehicle shall be available for Cemetery Department use while the Cemetery Superintendent is on vacation or leave.

D. Dues, Subscriptions and Development: The Commissioners agree to review a request submitted by the Cemetery Superintendent that contains any dues, subscriptions or development desired by the Cemetery Superintendent for his participation in state and local associations or opportunities to develop his skills and abilities as a supervisor desirable for his continued professional growth and for the good of the town.

## Article VI. Insurance

A. Health Benefits: The Cemetery Superintendent shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible under the Town of Orange Bylaw.

## Article VII. Hours

A. As a full-time salaried employee, the Cemetery Superintendent agrees to devote that amount of time and energy, which is necessary to faithfully perform the duties of Cemetery Superintendent under this contract.

B. The Cemetery Superintendent shall provide the Commissioners, sick days, vacation days, personal days, bereavement days and holidays taken in a format that is mutually agreed upon. The Cemetery Superintendent shall also notify the Commission, at least one (1) week in advance of any intended vacation, in excess of two (2) days, he/she plans to take.

Article VIII. Indemnification

The town agrees that the town shall defend, save harmless and indemnify the Cemetery Superintendent, as provided in M.G.L. Ch 258, against any tort, professional liability claim or demand or other civil, groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Cemetery Superintendent's duty.

Article IX. Modification

No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties.

Article X. Miscellaneous

None of the services to be provided by the Cemetery Superintendent shall be used for any local partisan political activity or to further the election of or defeat of any candidate for public office.

All publish material, including without limitation thereto: reports, manuals, pamphlets, and articles prepared under this contract, shall become the property of the Town of Orange. The Cemetery Superintendent shall be entitled to copies of any material he prepares.

Article XI. Severability of Provisions

If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.


IN WITNESS WHEREOF: the parties hereunto have set their hands and seals to this instrument Thursday September 28, 2006

For the Cemetery Commissioners  
By: Appointing Authority

  
\_\_\_\_\_  
Louis Maroni, Chairman

  
\_\_\_\_\_  
Roger Tolman, Vice Chairman

For the Cemetery Superintendent  
By:

  
\_\_\_\_\_  
Joshua Knechtel Superintendent