

MEMORANDUM OF UNDERSTANDING

BETWEEN THE TOWN OF ORANGE

AND

Michael Heidorn

This Memorandum of understanding is entered into, between the Town of Orange, by and through, the Board of Water Commissioners in their official capacity, hereinafter referred to as the Commissioners, and Michael Heidorn, hereinafter referred to as the Superintendent of the Water Department.

WHEREAS, the Commissioners, have appointed Michael Heidorn the Superintendent of the Water Department; and

WHEREAS, Michael Heidorn has the qualifications to perform services of the Superintendent of the Water Department;

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

**Article I. Scope of Services**

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

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

- A. Supervision of the daily operation of the Water Department.
- B. Supervision of all departmental personnel.

Memorandum Of Understanding Between the Board of Water Commissioners and Superintendent of the Water Department

- C. Preparation and submission of the Water Department budget.
- D. Submission of reports to the Commissioners either orally or in writing when requested or required in order to ensure the proper communication between the Commissioners and the Superintendent of the Water Department.
- E. Being responsible for all departmental 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 Water 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 departmental 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 Water Department is required to appear and before the Town Meetings when necessary.
- J. Being responsible for planning, organizing, directing, staffing and coordinating Water Department operations.
- K. Being responsible for communications with the public, including the media, on routine matters related to Water Department operations and department policy. The Superintendent shall carry the water department emergency cell phone at any and all times not covered by the union contract cell phone coverage provisions.

**Article II. Term**

- A. The term of this Memorandum Of Understanding shall be for the period of 2 years 8 months, commencing on Nov. 2, 2009 through and including June 30, 2012 except upon resignation, retirement, or removal from office.

**Article III. TERMINATION**

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

- A. Whenever the Board and the Superintendent mutually agree to termination in writing.

B. The retirement and/or resignation of the Superintendent. A verbal resignation given to any member of the Board of Water Commissioners in the presence of a witness shall be interpreted as a formal resignation.

C. The Board may terminate the Superintendent at any time during the term of this Agreement, or any extension or renewal thereof, for breach of this agreement; substantial failure to meet stated, agreed upon objectives; negligence in performance; misconduct; criminal conduct; unprofessionalism; or, other documented cause.

#### **Article IV. Salary**

The Superintendent of the Water Department shall receive a sum of \$ 65,000.00 as salary effective Oct 1, 2009 for the fiscal year ending June 30, 2010. The Superintendent shall be granted a 4% pay raise July 1, 2010 and subsequently 4% pay raise July 1, 2011. The salary of the Superintendent of the Water Department will then be reviewed and re-negotiated during the final year of the contract, this action to be initiated by the Superintendent or the Water Commission.

#### **Article V. Benefits**

Benefits for the Superintendent of the Water Department 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. Vehicle: The Superintendent of the Water Department shall have 24-hour use of a vehicle. The Town shall pay for all attendant operating and maintenance expenses and insurance consistent with established Town policies and procedures. Said vehicle is to be used by the Superintendent of the Water Department in connection with the performance of his duties, and for traveling back and forth to work. The Superintendent shall not use the vehicle for personal use.

The Superintendent and Water Commission shall work collectively to purchase or lease a fuel efficient vehicle for use by the Superintendent and Staff. Said vehicle shall be a minimum of 4 passengers.

B. Vacation: The Water Superintendent shall be entitled to (3) Weeks Vacation.

C. Dues and Subscriptions: The Board of Commissioners agree to review an annual budget submitted by the Superintendent of the Water Department that contains the specific professional dues and subscriptions desired by the Superintendent of the Water Department for his continuation and full participation in state and local associations necessary and desirable for his continued professional growth and advancement, and for the good of the Town.

D. Professional Development: The Board of Commissioners recognize the importance of the professional development of the Superintendent of the Water Department, and agrees that the Superintendent of the Water Department shall be given adequate opportunities to develop his skills and abilities as a Superintendent of the Water Department. Accordingly, the Board of Commissioners agrees to review an annual budget submitted by the Superintendent of the Water Department that includes specific provisions for professional development.

- **D. License Reimbursement: The Board of Commissioners recognize the importance of the license requirement of the Superintendent of the Water Department and agree that the Superintendent of the Water Department shall be given adequate opportunities to develop his skills and abilities as a Superintendent of the Water Department. Accordingly, the Board of Commissioners agree to review an annual budget submitted by the Superintendent of the Water Department that includes specific provisions for license requirements (*Mass Water Operator D2 and T1, Cross Connection Control and Survey Tester License, Class 2B Hoisting License, Professional Geologist (PG), Licensed Environmental Professional (LEP)*)**

E. Clothing Allowance: The Board of Commissioners recognize the risk damaging clothes and also the importance of appearance to the public by the Superintendent of the Water Department, and agreeing to continue the clothing allowance, equal to the union members, whom work under his supervision. Accordingly, the Board of Commissioners agrees to review an annual budget submitted by the Superintendent of the Water Department that includes specific provisions for clothing allowance. In accordance with this provision of the agreement the Superintendent shall dress professionally at events, meetings, and functions in which he represents the Orange Water Department.

## **Article VI. Insurance**

A. Injured on Duty: The Superintendent of the Water Department shall be entitled to injured duty benefits as provided by Workers Compensation.

B. Health Benefits: The Superintendent of the Water Department 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 Personnel Bylaw.

## **Article VII. Hours**

A. As a full-time salaried employee, the Superintendent of the Water Department agrees to devote that amount of time and energy, which is necessary to faithfully perform the

Memorandum Of Understanding Between the Board of Water Commissioners and Superintendent of the Water Department

duties of Superintendent of the Water Department under this agreement. The workweek shall consist of normal business hours and other hours during which the Superintendent will be required to attend meetings of the Board or on behalf of the Water Commissioners as required or necessitated for the proper performance of his duties and responsibilities and to attend to emergencies of the Department.

B. The Superintendent of the Water Department shall provide the Board of Commissioners, sick days, vacation days, personal days, bereavement days, and holidays taken in a format that is mutually agreed upon.

C. The Superintendent of the Water Department shall notify the appointing authority as soon as known, but at least one week in advance, of any protracted (1 week or longer) absences for vacation or other reasons.

D. The Superintendent shall spend sufficient amounts of his weekly work schedule directing long range goals and objectives, capital plans that improve the distribution system and future water supply of the Town of Orange.

**Article VIII. Modification**

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

**Article IX. Miscellaneous**

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

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

All monetary provisions of this Memorandum of Understanding are subject to appropriation by Town Meeting.

**Law Governing**

This Memorandum Of Understanding shall be construed and governed by the applicable laws of the Commonwealth of Massachusetts.

Memorandum Of Understanding Between the Board of Water Commissioners and Superintendent of the  
Water Department

**Article X. Severability of Provisions**

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

Memorandum Of Understanding Between the Board of Water Commissioners and Superintendent of the Water Department

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

FOR THE BOARD OF COMMISSIONERS

By:

\_\_\_\_\_  
NAME, Chair.

Donald Priestley

NAME, Vice Chair.

Donald Barnes

NAME, Clerk

Appointing Authority

FOR THE SUPERINTENDENT

By:

Michael Heidorn

Michael Heidorn



# Orange Water Department

16 West Myrtle Street  
Orange, Massachusetts 01364  
Telephone: 978-544-1115 • Fax: 978-544-1122

**Water Commissioners**  
Donald Barnes  
Donald Priestley  
Richard Kilhart

**Superintendent**  
Michael A. Heidorn

**Regular Meetings**  
2nd Monday  
3:15pm

Addendum to:

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TOWN OF ORANGE  
AND  
MICHAEL HEIDORN

The Board of Water Commissioners of the Orange Water Department and Michael Heidorn, Superintendent of the Orange Water Department, hereby agree to the following modification of the above-referenced Memorandum of Understanding (MOU).

Under Article V, Section B of the MOU, titled *Vacation*, the first sentence is amended as follows:

- “(3) Weeks” is deleted and “(4) Weeks” is inserted.

The effective date of this modification shall be July 1, 2011.

In witness whereof, the parties hereunto have set their hands and seals to this instrument on:

Date: June 23, 2010

FOR THE BOARD OF WATER COMMISSIONERS:

Donald Barnes

Chair

Donald Priestley

Vice-Chair

Richard Kilhart

Member/Clerk

FOR THE SUPERINTENDENT:

Michael Heidorn

Michael Heidorn