

MEMORANDUM OF UNDERSTANDING

BETWEEN THE TOWN OF ORANGE

AND

PRISCILLA A. CURTIS

This Memorandum Of Understanding is entered into, between the Town of Orange, by and through, the Board of Selectmen (through the Town Administrator), in their official capacity, hereinafter referred to as the Selectmen, and Priscilla A. Curtis, hereinafter referred to as the Superintendent of the Sanitation/Transfer Station Center.

WHEREAS, the Selectmen, have appointed Priscilla A. Curtis the Superintendent of the Sanitation/Transfer Station Center; and

WHEREAS, Priscilla A. Curtis has the qualifications to perform services of the Superintendent of the Sanitation/Transfer Station Center;

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

The duties, subject to all applicable Federal, State and local laws and regulations, of the Orange Sanitation/Transfer Station Center shall include, but not be limited to, the following:

- A. Supervision of the daily operation of the Orange Sanitation/Transfer Station Center.
- B. Supervision of all departmental personnel.

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- C. Preparation and submission of the Orange Sanitation/Transfer Station Center budget.
- D. Submission of reports to the Selectmen (through the Town Administrator), either orally or in writing when requested or required in order to ensure the proper communication between the Selectmen (through the Town Administrator), and the Superintendent of the Sanitation/Transfer Station Center.
- 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 Orange Sanitation/Transfer Station Center.
- 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 Orange Sanitation/Transfer Station Center is required to appear and before the Town Meetings when necessary.
- J. Being responsible for planning, organizing, directing, staffing and coordinating Orange Sanitation/Transfer Station Center operations.
- K. Being responsible for communications with the public, including the media, on routine matters related to Orange Sanitation/Transfer Station Center operations and department policy.

Article II. Term

- A. The term of this Memorandum Of Understanding shall be for the period of three years, commencing on July 1, 2005 through and including June 30, 2008 except upon resignation, retirement, or removal from office.
- B. This Memorandum Of Understanding shall continue in full force and effect from its expiration date until a new agreement has been mutually agreed upon.
- C. This Memorandum Of Understanding may be extended for one or more additional periods of time not exceeding three (3) years, said time and terms to be agreed upon in writing by the Town of Orange and the Superintendent of the Sanitation/Transfer Station Center.

D. In the event the Superintendent of the Sanitation/Transfer Station Center intends to resign for a new job or retire voluntarily before the natural expiration of any term of employment, the Superintendent of the Sanitation/Transfer Station Center shall give the Selectmen forty five (45) days written notice, in advance, without penalty, unless the parties otherwise agree in writing.

Article III. Salary

The Superintendent of the Sanitation/Transfer Station Center shall receive a sum of \$ 30,096.57 as salary effective July 1, 2004 for the fiscal year ending June 30, 2005. The salary of the Superintendent of the Sanitation/Transfer Station Center will be reviewed and re-negotiated annually. Upon receiving the CDL, and the Hoisting license The salary will increase by one grade.

Article IV. Benefits

Benefits for the Superintendent of the Sanitation/Transfer Station Center 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. Dues and Subscriptions: The Selectmen (through the Town Administrator), agree to review an annual budget submitted by the Superintendent of the Sanitation/Transfer Station Center that contains the specific professional dues and subscriptions desired by the Superintendent of the Sanitation/Transfer Station Center for his/her continuation and full participation in state and local associations necessary and desirable for his/her continued professional growth and advancement, and for the good of the Town.

B. Professional Development: The Selectmen (through the Town Administrator) recognize the importance of the professional development of the Superintendent of the Sanitation/Transfer Station Center, and agree that the Superintendent of the Sanitation/Transfer Station Center shall be given adequate opportunities to develop his/her skills and abilities as a Superintendent of the Sanitation/Transfer Station Center. Accordingly, the Selectmen (through the Town Administrator), agree to review an annual budget submitted by the Superintendent of the Sanitation/Transfer Station Center that includes specific provisions for professional development.

C. **License Reimbursement:** The Selectmen (through the Town Administrator), recognize the importance of the license requirement of the Superintendent of the Sanitation/Transfer Station Center, and agree that the Superintendent of the Sanitation/Transfer Station Center shall be given adequate opportunities to develop his/her skills and abilities as a Superintendent of the Sanitation/Transfer Station Center. Accordingly, the Selectmen (through the Town Administrator), agree to review an annual budget submitted by the Superintendent of the Sanitation/Transfer Station Center that includes specific provisions for license requirement (CDL, Supervisors, Hoisting)

D. **Clothing Allowance:** The Selectmen (through the Town Administrator) recognize the Risk of damaging clothes and also the importance of appearance to the public by the Superintendent of the Sanitation/Transfer Station Center, and agree to continue the clothing allowance, equal to the union members, whom work under his/her supervision. Accordingly, the Selectmen (through the Town Administrator), agree to review an annual budget submitted by the Superintendent of the Sanitation/Transfer Station Center that includes specific provisions for clothing allowance.

Article V. Insurance

A. **Injured on Duty:** The Superintendent of the Sanitation/Transfer Station Center shall be entitled to injured on duty benefits as provided in Workers Compensation.

B. **Health Benefits:** The Superintendent of the Sanitation/Transfer Station Center 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 VI. Hours

A. As a full-time salaried employee, the Superintendent of the Sanitation/Transfer Station Center agrees to devote that amount of time and energy, which is necessary to faithfully perform the duties of Superintendent of the Sanitation/Transfer Station Center under this agreement.

B. The Superintendent of the Sanitation/Transfer Station Center shall provide the Selectmen, through the Town Administrator, sick days, vacation days, personal days, bereavement days, and holidays taken in a format that is mutually agreed upon.

The Superintendent of the Sanitation/Transfer Station Center 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.

Article VII. Indemnification

The Town agrees that the Town shall defend, save harmless and indemnify the Superintendent of the Sanitation/Transfer Station Center, as provided in M.G.L. CH 258, against any tort, professional liability claim or demand or other civil or criminal legal action, groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Superintendent of the Sanitation/Transfer Station Center duty.

Article VIII. Discipline or Discharge

All disciplinary actions will conform to the requirements of the Personnel Bylaw.

Article IX. 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 X. Miscellaneous

None of the services to be provided by the Superintendent of the Sanitation/Transfer Station Center 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 Sanitation/Transfer Station Center shall be entitled to copies of any material he/she 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.

Article XI. 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 Town of Orange and the Superintendent of the Sanitation Center

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 SELECTMEN
By:

FOR THE SUPERINTENDENT
By:

Robert F. Andrews, Chair.

Priscilla A. Curtis

Richard P. Sheridan, Vice Chair.

Steven E. Adam, Clerk

Appointing Authority