

MEMORANDUM OF UNDERSTANDING

BETWEEN THE TOWN OF ORANGE

AND

EDWARD BILLIEL JR.

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 Edward Billiel Jr., hereinafter referred to as the Chief Operator of the Wastewater Treatment Plant.

WHEREAS, the Selectmen, have appointed Edward Billiel Jr the Chief Operator of the Orange Wastewater Treatment Plant; and

WHEREAS, Edward Billiel Jr has the qualifications to perform services of the Chief Operator of the Wastewater Treatment Plant;

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

**Article I. Scope of Services**

The Chief Operator of the Wastewater Treatment Plant shall be the chief administrative officer of the Orange Wastewater Treatment Plant and shall perform all duties of the Chief Operator of the Wastewater Treatment Plant 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 Wastewater Treatment Plant. In addition, the Chief Operator of the Wastewater Treatment Plant shall represent the Orange Wastewater Treatment Plant in all matters in which the Wastewater Treatment Plant is required or requested to appear. The position of Chief Operator of the Wastewater Treatment Plant is considered a managerial and confidential position. For the purposes of the FLSA, the Chief Operator of the Wastewater Treatment Plant shall be deemed an exempt employee.

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

- A. Supervision of the daily operation of the Wastewater Treatment Plant.
- B. Supervision of all departmental personnel.
- C. Preparation and submission of the Wastewater Treatment Plant budget.

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- 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 Chief Operator of the Wastewater Treatment Plant.
- 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 Waste Water Treatment Plant.
- 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 Wastewater Treatment Plant is required to appear and before the Town Meetings when necessary.
- J. Being responsible for planning, organizing, directing, staffing and coordinating Wastewater Treatment Plant operations.
- K. Being responsible for communications with the public, including the media, on routine matters related to Wastewater Treatment Plant 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, 2004 through and including June 30, 2007 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 Chief Operator of the Wastewater Treatment Plant.

D. In the event the Chief Operator of the Wastewater Treatment Plant intends to resign for a new job or retire voluntarily before the natural expiration of any term of employment, the Chief Operator of the Wastewater Treatment Plant shall give the Selectmen forty five (45) days written notice, in advance, without penalty, unless the parties otherwise agree in writing. Provided such notice is given, the Chief Operator of the Wastewater Treatment Plant will be entitled to receive pay for vacation time accrued. If the Chief Operator of the Wastewater Treatment Plant fails to provide the agreed upon notice he will forfeit, as liquidated damages, any money's owed to him by the Town.

### **Article III. Salary**

The Chief Operator of the Wastewater Treatment Plant shall receive a sum of \$ 46,012.26 as salary effective July 1, 2004 for the fiscal year ending June 30, 2005. The salary of the Chief Operator of the Wastewater Treatment Plant will be reviewed and re-negotiated annually.

### **Article IV. Benefits**

Benefits for the Chief Operator of the Wastewater Treatment Plant 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 Chief Operator of the Wastewater Treatment Plant shall have the exclusive 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 Chief Operator of the Wastewater Treatment Plant in connection with the performance of his duties, for traveling back and forth to work or for personal use in the Athol, Orange, New Salem area. While the Chief Operator of the Wastewater Treatment Plant is on vacation, this vehicle shall be available for departmental use.

B. Dues and Subscriptions: The Selectmen (through the Town Administrator), agree to review an annual budget submitted by the Chief Operator of the Wastewater Treatment Plant that contains the specific professional dues and subscriptions desired by the Chief Operator of the Wastewater Treatment Plant 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.

C. Professional Development: The Selectmen (through the Town Administrator) recognize the importance of the professional development of the Chief Operator of the Wastewater Treatment Plant, and agree that the Chief Operator of the Wastewater Treatment Plant shall be given adequate opportunities to develop his skills and abilities as a Chief Operator of the Wastewater Treatment Plant. Accordingly, the Selectmen (through the Town Administrator), agree to review an annual budget submitted by the Chief Operator of the Wastewater Treatment Plant that includes specific provisions for professional development.

D. License Reimbursement: The Selectmen (through the Town Administrator), recognize the importance of the license requirement of the Chief Operator of the Wastewater Treatment Plant, and agree that the Chief Operator of the Wastewater Treatment Plant shall be given adequate opportunities to develop his skills and abilities as a Chief Operator of the Wastewater Treatment Plant. Accordingly, the Selectmen (through the Town Administrator), agree to review an annual budget submitted by the Chief Operator of the Wastewater Treatment Plant that includes specific provisions for license requirement (CDL, Supervisors, Hoisting)

E. Clothing Allowance: The Selectmen (through the Town Administrator) recognize the risk damaging clothes and also the importance of appearance to the public by the Chief Operator of the Wastewater Treatment Plant, and agreeing to continue the clothing allowance, equal to the union members, whom work under his supervision. Accordingly, the Selectmen (through the Town Administrator), agree to review an annual budget submitted by the Chief Operator of the Wastewater Treatment Plant that includes specific provisions for clothing allowance.

#### **Article V. Insurance**

A. Injured on Duty: The Chief Operator of the Wastewater Treatment Plant shall be entitled to injured duty benefits as provided in Workers Compensation.

B. Health Benefits: The Chief Operator of the Wastewater Treatment Plant 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 Chief Operator of the Wastewater Treatment Plant agrees to devote that amount of time and energy, which is necessary to faithfully perform the duties of Chief Operator of the Wastewater Treatment Plant under this agreement.

B. The Chief Operator of the Wastewater Treatment Plant 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 Chief Operator of the Wastewater Treatment Plant 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 Chief Operator of the Wastewater Treatment Plant, 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 Chief Operator of the Wastewater Treatment Plant 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 Chief Operator of the Wastewater Treatment Plant 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 Chief Operator of the Wastewater Treatment Plant 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.

This position will not be an Annually appointed position.

**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 Chief Operator of the Wastewater Treatment Plant

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

FOR THE CHIEF OPERATOR

By:

By:

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Steven E. Adam, Chair.

\_\_\_\_\_  
Edward Billiel Jr.

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Robert F. Andrews, Vice Chair.

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Jeffrey W. Reynolds, Clerk

Appointing Authority