

**CONTRACT OF EMPLOYMENT**  
**BETWEEN**  
**TOWN OF PEPPERELL**  
**AND**  
**WATER/SEWER SUPERINTENDENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Town of Pepperell (“the Town”), acting by and through its Town Administrator and Joseph Jordan (“Jordan” or “the Water/Sewer Superintendent”) witnesseth that:

WHEREAS, the Town desires to continue to employ the services of Jordan as Water/Sewer Superintendent of the Town of Pepperell;

WHEREAS, Jordan agrees to accept employment as Water/Sewer Superintendent of said Town.

WHEREAS, it is the desire of the Town to contract for the salary and benefits of said Water/Sewer Superintendent; and

WHEREAS, the Town Administrator, pursuant to the Section 5-5 of the Town Charter, may contract with the Water/Sewer Superintendent for such services.

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

**1. Employment:**

The Town hereby offers to continue to employ Joseph Jordan as the Water/Sewer Superintendent of the Town of Pepperell, and Jordan accepts said offer.

During the term of this Agreement, the Water/Sewer Superintendent shall obtain and maintain his certification as a Wastewater Operator Grade 7-C and Water System Operator Grade D2/T1.

The Water/Sewer Superintendent shall work under the general direction of the Town Administrator and the Board of Selectmen (“the Board”), the policy direction of the Board of Public Works and the direct supervision of the Director of Public Works.

**2. Term:**

- A. This Agreement shall become effective January 1, 2018 and shall be in full force and effect until December 31, 2020. The Agreement shall be for a term of three (3) years, subject to Section 13.
- B. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Town to terminate the services and employment of the Water/Sewer Superintendent at any time, subject only to the provisions set forth in Section 11 of this Agreement.

- C. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Water/Sewer Superintendent to resign at any time from the subject position(s) with the Town, subject only to the provisions set forth in Section 11 of this Contract.

**3. Compensation:**

- A. In consideration of employment and services rendered under this Agreement, the Town agrees to pay the Water/Sewer Superintendent an annualized salary as determined by the Town Administrator under the Town Charter, who may receive input from the Board of Selectmen, Director of Public Works and Board of Public Works. For the fiscal year 2019, the Water/Sewer superintendent annualized salary shall be \$98,500.
- B. The Water/Sewer Superintendent's salary shall be paid at such intervals as is customary with the Town's employees, subject to applicable withholdings and deductions, and otherwise in conformity with the normal payroll practices of the Town.
- C. For the purposes of the Fair Labor Standards Act, the Water/Sewer Superintendent shall be an exempt employee.

**4. Duties:**

- A. The duties of the Water/Sewer Superintendent are to coordinate the activities of the Water and Sewer Divisions; and to report to the Town Administrator, Director of Public Works, Board of Public Works and Board of Selectmen on a regularly scheduled basis on the activities of this office.
- B. The Town Administrator or Board, in consultation with the Director of Public Works, Board of Public Works and Water/Sewer Superintendent, may change the duties of the Water/Sewer Superintendent's position at any time, as circumstances demand, and as the position evolves.

**5. Hours of Work:**

The Water/Sewer Superintendent will devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the approval of the Town Administrator or the Board.

The hours of employment for the Water/Sewer Superintendent will generally be the normal business hours of the Town. While expecting that the Water/Sewer Superintendent will devote his full time and attention to Town business during regular working hours, the Town specifically acknowledges that attendance at evening or after-hour meetings and weekend assignments will be required as needed, and such attendance is expected of the Water/Sewer Superintendent.

Accordingly, the Town explicitly grants reasonable flexibility within the normal workweek hours, allowing for time expended on Town business outside of the normal workweek hours. The Water/Sewer Superintendent shall not be required to submit a weekly time

card, although he shall be responsible for timely reporting of vacation time, sick leave, or personal days taken.

#### **6. Leave Time:**

- A. The Water/Sewer Superintendent shall be entitled fifteen days of vacation for fiscal year 2018, and twenty (20) days of vacation thereafter in each Fiscal Year of this Agreement and prorated for any partial fiscal year worked. Any unused accumulated vacation leave remaining on the books at the time of termination of employment will be paid directly to the Water/Sewer Superintendent. The Water/Sewer Superintendent shall coordinate use of vacation leave with the Board and/or Town Administrator.
- B. The Water/Sewer Superintendent shall be entitled to **twelve (12) days of sick leave** in each Fiscal Year of this Agreement, which will be accrued at the rate of 1 day per month and prorated for any partial fiscal year worked. Unused sick leave may be accumulated to a total of ninety (**90**) days.
- C. Any unused sick leave, subject to the maximum amount set above, remaining at the expiration of this Agreement shall carry over and be credited to the Water/Sewer Superintendent if this Agreement is extended. Accrued sick leave will not be paid out in the event this Agreement is terminated or not extended.
- D. The Water/Sewer Superintendent shall be entitled to three (3) days personal leave in each Fiscal Year of this Agreement. Personal leave may not be accumulated, nor carried over into ensuing years.
- E. Funeral Leave: in the event of the death of the Water/Sewer Superintendent's spouse, child, stepchild, parent, brother, sister, mother-in-law, father-in-law, stepparent, grandparent, or grandchild, an excused absence with pay of not more than four (4) consecutive scheduled work days will be allowed.
- F. All other types of leave (military, jury duty, etc.) shall be granted under the terms and conditions established by the Pepperell Personnel By-law.

#### **Holidays:**

The Water/Sewer Superintendent shall be entitled to all holidays granted to Town employees pursuant to Article V of the Pepperell Personnel By-law.

#### **7. Insurance Benefits:**

The Water/Sewer Superintendent shall be entitled to all health and life insurance benefits, as may be amended from time to time, to which all other non-bargaining unit Town Employees are entitled. The premium cost paid by the Water/Sewer Superintendent shall be in accordance with Town policy. Any change in the amount of the premium cost paid by the Town during the term of this Agreement shall be applicable to the Water/Sewer Superintendent.

The Water/Sewer Superintendent shall be entitled to purchase, at his own expense, the additional life insurance coverage and the dental coverage made available by the Town to other Town employees at their own expense.

**8. Professional Development:**

- A. The Water/Sewer Superintendent shall be given opportunities to develop his skills and abilities as a Water/Sewer Superintendent. Accordingly, the Water/Sewer Superintendent shall be allowed to attend, without loss of vacation or other leave, courses, seminars, and meetings relative to Water/Wastewater treatment, conveyance, management, financing which are approved by Director of Public Works. The Town may, at its discretion, pay for the cost of such programs. If the Town requires that the Water/Sewer Superintendent attend any course, seminar, or meeting, the Town shall pay the cost of such programs, and for travel and subsistence expenses incurred by the Water/Sewer Superintendent as a result of attending such programs. If the Town requires that the Water/Sewer Superintendent acquire any new or additional license or certification, the Town will pay the cost of any associated classes, training, books, and test or license fees - as well as reasonable associated travel and subsistence expenses, if any.
- B. The Town shall pay the annual dues for Water Environment Federation (WEF), Massachusetts Water Pollution Control Association (MWPCA), and American Water Works Association (AWWA).

**9. Indemnification:**

The Town will provide professional liability insurance for the Water/Sewer Superintendent in the amount of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence; will provide legal counsel in defense of any action to which the Water/Sewer Superintendent is a party by the alleged performance or non-performance of his duties (except as may relate to his suspension or termination of employment with the Town); and will indemnify the Water/Sewer Superintendent in all claims made against his in the performance of his duties, even if said claim has been made following his termination of Town employment, including claims for any acts or omissions of the Water/Sewer Superintendent which do not subject the Town itself to liability, provided that the Water/Sewer Superintendent acted within the scope of his duties. It is agreed that the Water/Sewer Superintendent will cooperate and assist the Town in defending any claim made against his and/or the Town concerning the performance or non-performance of his duties.

The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Water/Sewer Superintendent.

**10. Performance Evaluation**

- A. The Director of Public Works shall annually review and evaluate the performance of the Water/Sewer Superintendent, in advance of the adoption of the annual operating budget. The Town Administrator may seek the input of the Director of

Public Works and Board of Public Works on the performance of the Water/Sewer Superintendent. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Town Administrator and the Water/Sewer Superintendent; criteria may be added or deleted, as the Town Administrator may from time to time determine, in consultation with the Water/Sewer Superintendent. Further, the Water/Sewer Superintendent shall be provided with a summary written statement of the Town Administrator's findings, and shall be provided an adequate opportunity to discuss his evaluation with the Town Administrator.

- B. Subsequent to the annual reviews, and dependent upon results of the evaluation and the financial resources of the Town, the Town Administrator may choose to award the Water/Sewer Superintendent a salary increase, to take effect the following fiscal year, subject to the approval of the budget by Town Meeting.
- C. The Water/Sewer Superintendent shall make a diligent attempt to achieve each of the following goals, in part or in whole, as specified by the Town Administrator.
  - i. Finalize meter replacement program.
  - ii. Commence WWTF upgrades.
  - iii. Commission design of Bemis Well upgrades.
  - iv. Institute quarterly billing.

#### **11. Termination:**

- D. This Agreement may be terminated as provided below:
  - (i) By mutual agreement, signed by the Town Administrator and the Water/Sewer Superintendent, upon such terms and conditions as may be acceptable to both parties at the time of the termination; or
  - (ii) By the Town Administrator for good cause in accordance with the procedures set forth in section 7-7 of the Town Charter; or
  - (iii) By the Water/Sewer Superintendent upon forty-five (45) days written notice to the Town Administrator and the Board. Until the effective date of termination under such circumstances, the Water/Sewer Superintendent shall continue to perform his duties and shall, if requested, cooperate with the Town in search for, and/or the orientation of a successor.
  - (iv) In the event the Town wishes to terminate this Agreement without cause, the Town shall, not less than three (3) months prior to the specified date of termination, provide the Water/Sewer Superintendent with written notice of such intended termination; or shall pay to the Water/Sewer Superintendent a lump sum cash payment equal to twelve (12) weeks' aggregate salary, which amount shall be paid to the Water/Sewer Superintendent, on or before the effective date of termination.

#### **12. Renewal:**

In the event the Town intends to renew the Water/Sewer Superintendent's employment with the Town following the expiration of this Agreement, the Town shall provide the Water/Sewer Superintendent with written notice of such intent no later than November 01, 2020.

If the Town fails to give such written notice by November 01, 2020, this Agreement with the Town shall end. A non-renewal of this Agreement shall not constitute a termination of the Water/Sewer Superintendent, but rather a conclusion of the contract term.

**13. Administrative Leave:**

The Town may place the Water/Sewer Superintendent on paid administrative leave, without hearing but with notice, at any time during the term of this Agreement.

**14. General Provisions:**

- A. This writing constitutes the complete agreement of the parties as of the date of execution, and any supplemental or additional agreement or amendment shall be effective only if in writing and signed by the Town and by the Water/Sewer Superintendent.
- B. If any provision, or any part thereof contained within this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or any of the several portions thereof, shall be deemed not affected, and shall remain in full force and effect.
- C. This Agreement shall prevail over any conflicting personnel provisions of the Town By-Laws or Rules and Regulations.

IN WITNESS WHEREOF, the Town of Pepperell, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen and Town Administrator, and the Water/Sewer Superintendent has signed and executed this Agreement, both in duplicate.

**Town of Pepperell**

**Water/Sewer Superintendent**

\_\_\_\_\_  
Melissa M. Tzanoudakis, Chairman  
Board of Selectmen

\_\_\_\_\_  
Joseph A. Jordan

\_\_\_\_\_  
Roland P. Nutter, Clerk  
Board of Selectmen

\_\_\_\_\_  
Lisa M. Ferolito, Member  
Board of Selectmen

\_\_\_\_\_  
Mark J. Andrews, Town Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_