

**EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF TEMPLETON
AND
ROBERT SZOCIK
FOR SERVICES AS
DIRECTOR OF THE OFFICE OF PUBLIC WORKS**

THIS AGREEMENT made effective as of the 10th day of October, 2018 between the Town of Templeton (hereinafter the "Town"), a duly authorized municipal corporation in Massachusetts in the County of Worcester, acting by and through its Board of Selectmen, (hereinafter the "Board") and Robert Szocik (hereinafter the "Director").

WITNESSETH:

Whereas the Town of Templeton has created an Office of Public Works which is responsible for managing its several public works departments of Highway and Cemetery and Parks as set forth in Exhibit A attached hereto; and

WHEREAS, the Town desires to retain the services of said Director to provide operational and supervisory services on behalf of the Town of Templeton;

WHEREAS, it is the desire of the Board to contract for the salary and benefits of the Director; and

WHEREAS, the Director agrees to accept employment as Public Works Director of said Town, subject to the policies set forth in the Employee Handbook and the terms of this Agreement.

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

Section I: Essential Functions of the Director

The Town hereby employs the Director as Director of Public Works of the Town, and the Director accepts said offer. As Director, under the general direction of the Town Administrator, he shall perform the highly responsible administrative and professional work in managing the three divisions and operations of the Public Works Departments; to include direct oversight of administration of all roadways, ~~streetlights~~, drains, bridges, equipment maintenance, and the like, ^{C.T. R.S.} and all buildings and grounds, parks, cemeteries, open spaces, and the like. The Director serves as Tree Warden, Highway Superintendent, and Cemetery & Parks Superintendent. (See Exhibit B attached hereto)

Section II: Effective Term

This Agreement shall become effective on October 15, 2018 (the "Effective Date"). While it is intended to govern the parties' relationship for a period of three (3)

years, it does not constitute a term of employment. The Director is an at-will employee, subject to the provisions of Section VII. This Agreement replaces all prior contracts or understandings between the parties.

Section III: Salary

The Town agrees to pay the Director for services rendered under this Agreement a salary of \$75,000 for the first nine calendar months of employment in FY '19, subject to applicable withholdings and deductions, payable in installments corresponding to the Town's payroll schedule. The salary for the next two fiscal years, subject to a positive performance evaluation and appropriation by Town Meeting, shall be \$77,000 and \$79,000 respectively.

Section IV: Hours of Work

- A. The Director shall devote full-time attention to the business of the Town and shall not engage in any other business or occupation, except with the written approval of the Town Administrator. He shall not hold any other public elective or appointive office in the Town; provided, however, that, with the approval of the Town Administrator, he may serve as the Town's representative to regional boards, commissions, or similar entities, but shall not receive any additional salary from the Town for such services.
- B. It is recognized that the Director must devote a great deal of time outside of normal office hours to the business of the Town, and that, as a result, he may adjust his normal office hours accordingly as he deems appropriate.

Section V: Benefits

The Director shall enjoy the rights and benefits of the Town's Personnel Policy and all general benefits provided to Town employees under the General By-laws, under Town Meeting action, or by state law, as they now exist or may hereafter be amended or changed.

Vacation: The Director shall be credited with five (5) days of vacation on the Effective Date of this Contract. He shall be classified as an employee with eight years of service as of the date of hire and progress thereafter in the normal order. All requests for vacation leave, sick leave, and personal time shall be made to the Town Administrator on forms provided for said purposes.

Absences: The Director shall advise the Administrator of any anticipated or emergency absences from work greater than forty-eight (48) hours. Any use of vacation time in excess of three days shall be pre-approved, with said approval not to be unreasonably withheld by the Town Administrator.

Section VI: Residency, Expenses & Use of Town Vehicle

The Director shall be reimbursed for any expenses incurred in the performance of his duties, or as an official representative of the Town, including mileage, in accordance with the Town's policies and procedures.

The Director shall maintain residency within the Town or another community within 15 miles, border to border. The Town will provide the Director with a vehicle for his official use. The Town will be responsible for all costs associated with such vehicle. The vehicle may be used by the Director in connection with the performance of his official duties and for attendance at activities classified as professional growth and development. Since the Director is on call in the event of an emergency, the vehicle may be used for personal reasons incidental to the performance of his duties.

The Director shall be provided with a uniform in keeping with that provided to a person of his rank within the Office.

The Director shall be provided with a cell phone for his use in carrying out his duties and personal reasons incidental to the performance of his duties. The Town will be responsible for all costs associated with the Town-issued cell phone.

Section VII: Termination

- A. The Director is an at-will employee. The Administrator may terminate the services of the Director at any time for any reason or no reason at all. The Director may be provided notice and an opportunity to be heard regarding his termination, either before or after termination, but only to the extent required by law.
- B. In the event that the Director voluntarily terminates his position with the Town before the expiration of the term of this Agreement, he shall endeavor to give the Town up to three (3) months' advance written notice thereof. A copy of the resignation shall be filed with the Town Clerk.
- D. The Agreement may also be terminated whenever the Administrator and the Director mutually agree to its termination in writing.

Section VIII: Other Terms and Conditions of Employment

- A. The intent of this Agreement is to restate and clarify, but not to supersede, the terms and conditions of Town's Employee Handbook. For any matter upon which the Employee Handbook is silent, this Agreement shall control, both during the term of this Agreement and after its termination. For any matter in which this Agreement is in conflict with the Employee Handbook, the Employee Handbook shall control.
- B. All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Director as they generally

apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Director.

- C. All other general provisions of the Town's Bylaws or the Town's Employee Handbook relating to fringe benefits shall also apply to the Director as they apply to other employees of the Town, in addition to the benefits enumerated in this Agreement specifically for the benefit of the Town.

Section IX: Indemnification

The Town shall defend, save harmless, and indemnify the Director against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Highway Superintendent, provided that he acted in good faith and in the scope of his official duties and not in any grossly negligent, willful, or malicious manner, and specifically excluding any willful torts or criminal acts. 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 Leonard Tisdale.

The Town shall reimburse the Director for any attorneys' fees and costs incurred by him in connection with claims or suits involving him in his professional capacity provided he acted in good faith and in the scope of his official duties and not in any grossly negligent, willful, or malicious manner, and specifically excluding any willful torts or criminal acts.

This Section shall survive any termination of this Agreement.

Section X: Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the U.S. Postal Service, postage prepaid, addressed as follows:

If to the Town:	Town Administrator Town of Templeton 160 Patriots Road East Templeton, Massachusetts, 01438
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If to the Director:	Robert Szocik 72 Webster Street Fitchburg, MA 01420
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Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the U.S. Postal Service.

Section XI: General Provisions.

- A. This Agreement sets forth and establishes the entire understanding between the Town and the Director relating to his employment as Director of the Office of Public Works by the Town. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The text herein shall constitute the entire Agreement between the parties except to the extent that other documents are referred to, which documents shall be deemed to be incorporated by reference into this Agreement
- B. This Agreement shall be binding on and inure to the benefit of the Town and the Director, as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. The laws of the Commonwealth of Massachusetts shall govern this Agreement.
- D. In the event that any provision of this Agreement is held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall be construed as narrowly as possible, and the balance of the Agreement shall be deemed to be amended to the minimum extent necessary to provide to the Town and to the Director the benefits set forth in this Agreement.
- E. For the purposes of the federal *Fair Labor Standards Act* and the *Massachusetts Wage and Hour Law*, the Director is designated as an "exempt employee."
- F. The failure of a party to insist on strict compliance with a term or provision of this Agreement shall not constitute a waiver of that or any provision of this Agreement.
- G. The parties by mutual written agreement may amend any provision of this Agreement.

IN WITNESS WHEREOF, the Town of Templeton, Massachusetts, has caused this Agreement to be signed and executed on its behalf by its Town Administrator after approval by its Board of Selectmen and duly attested by its Town Clerk, and the Director has signed and executed this Agreement, both in duplicate.

This Agreement is executed as a sealed instrument this 10th day of October, 2018



Robert Szocik, Director



Carter Terenzini, Town Administrator

Presented to the Board of Selectmen on 9/26/18 Acted Upon 9/26/18

Approved by a vote of 4 in favor and 0 opposed

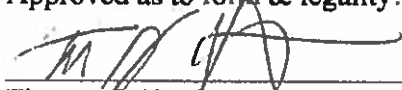
Attest to Signature:



Town Clerk

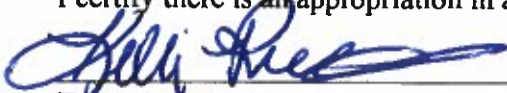
DATE: 10/10/18

Approved as to form & legality:



Thomas J. Harrington, Town Counsel

I certify there is an appropriation in an amount sufficient to fund this contract.



Town Accountant

DATE: 10-10-18



**TOWN OF TEMPLETON
BOARD OF SELECTMEN
160 Patriots Road ~ P.O. Box 620
TEMPLETON, MASSACHUSETTS 01438
TEL: (978) 894-2755**

Resolution #2017-01-09

Office of Public Works

Whereas, the Board of Selectmen (the "Board") of the Town of Templeton is continually seeking improvements in the work flow of the organization and the service it provides to its customers, and

Whereas, the Board is continually seeking cost efficiencies which provide better service within constant dollars or true dollar savings it can invest into its operational and capital needs, and

Whereas, the Board has identified the opportunity for improvement in how it organizes itself to carry out its several public works functions; in the best interest of the community, and

Whereas, in accordance with its role as the Chief Executive Officer of the community, the Board of Selectmen (the "Board"), unless constrained by statute or by-law, has the authority to adopt statements of policy and resolutions to order its affairs and guide the administrative functions of the corporate body politic of the Town of Templeton;

Now, THEREFORE, in effecting its stated goals above, does it hereby resolve as follows:

- 1.) There is hereby established a consolidated Office of Public Works which shall consist of three divisions as follows:
 - a.) The division of Highway, which shall include streets, drains, bridges, shade trees and the like;
 - b.) The division of Buildings and Grounds, which shall include cemeteries, parks, recreation fields, Town buildings, and their related open space and the like; and
 - c.) The division of vehicle maintenance which shall include the scheduled maintenance and unanticipated repair of the vehicles and small equipment of this unit, other units as assigned and the like.

In furthering the work of the Building and Grounds Division, the Director of Public Works shall consult with – and be guided by – the Cemetery Commission in accord with MGL Ch. 114.

- 2.) The Town Administrator may assign such other tasks, and the support of such other Boards and Committees, as he shall deem there are resources to support and are relevant to the mission of the office;
- 3.) The office shall have assigned to it such staff as shall be provided for by appropriation;
- 4.) As a means of further controlling the FY '17 budget, and that of future years,
 - a.) The job description for Director and Administrative Assistant II submitted herewith are approved;
 - b.) The Town Administrator is authorized to notify the two current Superintendent(s) of Highway and Cemetery and Parks of the consolidation of their position(s) into that of a Director of Public Works and the process of filling the same; and
 - c.) The Town Administrator is authorized to separate from the service of the Town the Administrative Assistant currently providing support to the Cemetery Commission.

Effective Date

This Resolution is effective upon adoption.

Approved and adopted this 9th day of January, 2017, by a vote 5 in favor and 0 opposed.

John Caplis, Chairman
Town of Templeton SelectBoard

Adopted: January 9, 2017
Amended N/A

Town of Templeton, MA

POSITION: Director

DEPARTMENT: Public Works

FLSA STATUS: Exempt

REPORTS TO: Town Administrator

GENERAL SUMMARY

Performs highly responsible administrative and professional work in managing the three divisions and operations of the Public Works Department; to include direct oversight of administration, all roadways, drains, bridges, equipment maintenance, and the like, and all buildings and grounds, parks, cemeteries, open spaces and the like. Serves as Tree Warden, Highway Superintendent, and Cemetery & Parks Superintendent.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Takes and responds to inquiries from the Town staff and Boards, general public, vendors, and other communities and refers to appropriate parties for further action if needed.
- Manages the overall administration of the Department including the supervision of all personnel in the performance of their assigned duties, appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems. Carries out all supervisory functions in accordance with the Town's rules, regulations, policies, and applicable laws.
- Plans, organizes, directs, and coordinates the activities of the Department on a day-to-day basis; confers with other Town Officials and Department Managers in determining plans and policies to be observed in the conduct of the Departments.
- Prepares annual operating and capital budget requests and operates within approved amounts reviewing and approving all time sheets, invoices and the like for submission and processing.
- Prepares requests for proposals for pricing for needed supplies and services.
- Establishes and enforces department operating policies, rules and regulations, upon approval of the same as needed by Board of Selectmen, and directs the preparation and maintenance of all necessary records and reports relevant to the Department operations.
- Coordinates with Town Engineer or Architect for preparation of scope of work and bidding of major construction and/or repairs.
- Plans and oversees all training to ensure a workforce familiar with best management practices.
- Reviews plans and specifications for proposed development to provide advice to the Planning Board and others as a member of a Technical Review Committee.
- Attends and presents at various meetings of the SelectBoard, Recreation Committee, Advisory Committee, and the like.
- Schedules and conducts informational community meetings on projects.
- Performs the duties of a Tree Warden as set forth in MGL Ch. 87 §2.

- Serves as the Cemetery Custodian pursuant to the provisions of MGL Ch. 114, under the general direction of the Cemetery Commission.
- Participates as a member of the Emergency Management Response Team, providing assistance as outlined in the Emergency Management Plan.
- Performs traffic investigations upon request; prepares reports and submits analysis that are used as the basis for ordinances, regulations and policies adopted by the Board of Selectmen.
- Submits recommendations for charges and user fees related to all DPW programs

(Any one item listed may not include all the duties necessary to perform the task, nor do the listed examples include all the duties which may be required of this position.)

OTHER DUTIES AND RESPONSIBILITIES

Performs other related duties as requested.

REQUIRED MINIMUM QUALIFICATIONS

Education and Experience

Associates of Science in engineering, business, public administration, or a related field and five (5) years of experience in municipal public works or related engineering, construction or maintenance with at least two (2) of those years in a supervisory role.

OR

An equivalent combination of education and experience which demonstrates possession of the required knowledge, skills and abilities.

Preference is given to those who have – or are willing to commit to - participation in and attainment of the certification as a Master Road Scholar in the University of Massachusetts Baystate Roads program.

Knowledge, Skills and Abilities

- Knowledge of best management practices and procedures as related to public works management techniques; thorough knowledge of current literature, sources of information, trends and developments in municipal public works administration, including standards established by MADOT, MUCTD and AASHTO
- Knowledge of construction and maintenance of roadways and drainage.
- Knowledge of the construction and maintenance of public facilities and grounds, recreation fields, and cemeteries.
- Knowledge of Road Surface Management systems and cost effectiveness of various methods of maintenance, treatment, repaving and/or reconstruction.
- Knowledge of equipment operation and maintenance.
- Knowledge of application for and management of grants.
- Knowledge of statutes relative to the operations of the Department.
- Skilled in the evaluation of the cost effectiveness of using Town work force and equipment versus outside contractors.
- Skill in written and oral presentations
- Skill in the proper operation of heavy and light equipment typically used in the operation of the Department.

- Ability to time and priority manage personnel and equipment in the assignment of tasks.
- Ability to prepare, explain the rationale for and defend operating and capital budgets.
- Ability to establish and maintain effective working relationships with other Town Officials, managers, employees, officials of other governmental jurisdictions, professional employees.
- consultants, contractors and the general public.
- Ability to express ideas and effectively and accurately in written and oral presentations.
- Ability to express empathy to citizen concerns and - most importantly - persons grieving at the loss of a loved one.

SUPERVISION EXERCISED

Directly or through subordinates, supervises all Department of Public Works personnel and contractors.

LICENSING AND CERTIFICATION

Valid Driver's License, with CDL-B and Hoisting License (2A minimum) endorsement(s), and Playground Safety Inspector certification, or the ability to earn the same within 12 months from the date of hire. [Note: Although the daily operation of heavy equipment and plow trucks is not a job requirement, it is expected that the DPW Director will have a thorough understanding of the needs of employees who operate such vehicles and will be able to fill-in as needed.]

TOOLS AND EQUIPMENT USED

Heavy and light vehicles and equipment, small hand and power tools, Computers, calculator, copier, fax machine, phone and other general office equipment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is frequently required to stand; walk; sit; navigate uneven terrain, use hands to finger, handle, or feel; reach with hands and arms, see, and hear to observe workplace conditions and speak or communicate to give verbal directions to those being supervised. The employee must be able to lift and carry over short distances at least 50 pounds, bend, stoop, or crouch.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed in a varying blend of office, a vehicle maintenance and storage garage and in the outdoors to inspect and or work on roadways and facilities open spaces. Considerable physical effort may be required while performing work under varying climatic conditions with exposure to atmospheric impurities and vehicle exhaust particles, odors, mud, water, dust, dirt, heat and cold; continuous noise from machine operations and subject to cuts and abrasions from various office utensils and outside tools.

External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.

This Job description does not constitute an employment agreement or contract between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Recommended: CT

Approved: 062618

AMENDMENT TO
EMPLOYMENT AGREEMENT BETWEEN
TOWN OF TEMPLETON AND
ROBERT SZOCIK
FOR SERVICES AS
DIRECTOR OF THE OFFICE OF PUBLIC WORKS


This amendment (the "Amendment") is made by and between the Town of Templeton and Robert Szocik as parties to the Employment Agreement dated October 10, 2018 (the "Contract").

The Contract is amended such that the following sentence is inserted at the end of Section III entitled "Salary": "The salary for the next two fiscal years shall be made payable in installments corresponding to the Town's payroll schedule and accounting for the calendar year."

Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Contract, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this Amendment this 9th day of May, 2019.


Town Administrator
Carter Terenzini


Director of Office of Public Works
Robert Szocik

Presented to the Board of Selectmen on: 05/09/19

Acted Upon: 05/08/19

Approved by a vote of 3 in favor and 0 opposed