

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

THIS AGREEMENT made effective as of the 1st day of July, 2023 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 Select Board, (hereinafter the "Board") and Robert Szocik (hereinafter the "Director"). This is a three-year agreement.

WITNESSETH:

Whereas the Town of Templeton has created an Office of Public Services which is responsible for managing its several public services departments of Highway, Buildings & Grounds, Cemetery, Parks & Recreation, and Disability Commission 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 Services 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 Services 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 divisions and operations of the Public Services Departments; to include direct oversight of administration of all roadways, streetlights, drains, bridges, equipment maintenance, and the like, all the support for the Disability Commission and all buildings and grounds, parks, cemeteries, open spaces, and the like. The Director serves as Tree Warden, Highway Superintendent, Buildings & Grounds Superintendent, Cemetery, Parks & Recreation Superintendent. (See Exhibit A attached hereto).

Section II: Effective Term

This Agreement shall become effective on the date first written above (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 in each fiscal year as set forth below, subject to applicable withholdings and deductions.

1. Fiscal Year 2024: \$95,500;
2. Fiscal Year 2025: \$100,500;
3. Fiscal Year 2026: \$105,500.

Provided however that such salary payments shall be made payable during each fiscal year in installments corresponding to the Town's payroll schedule, as if annualized over a 52-week year, and that each increase is subject to a satisfactory performance review. In the event the performance review is not conducted during the month of May, the Director's compensation shall be adjusted as if a satisfactory review had been conducted.

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 classification from the agreement of October 29, 2020 shall carry into this contract.

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 with 30-day notice. 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 with 30-day advance notice thereof. A copy of the resignation shall be filed with the Town Clerk.
- C. 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.
- D. This agreement supersedes all previous agreements.

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 Robert Szocik.

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
P.O. Box 620
160 Patriots Road
East Templeton, Massachusetts, 01438

If to the Director:

Robert Szocik
739 Daniel Shays HWY, A11
Athol, MA 01331

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.

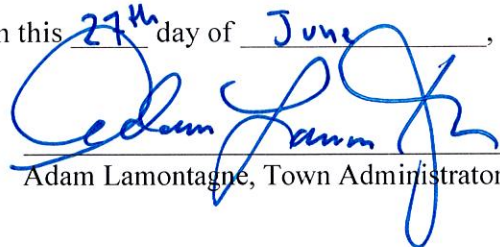
Section XI: General Provisions

- 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 Services 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 Select Board, and the Director has signed and executed this Agreement.

This Agreement is executed as a sealed instrument on this 27th day of June, 2023

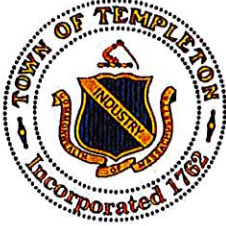

Robert Szocik, Director


Adam Lamontagne, Town Administrator

Presented to the Select Board on 4/12/2023

Acted Upon 4/12/2023

Approved by a vote of 5 in favor and 0 opposed, with 0 absent/abstaining.



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

Resolution #2022-06-08.2

Office of Public Services

Whereas, the Select Board (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 Select Board (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 Services which shall consist of three divisions as follows:
 - a.) The division of Highway, which shall include streets, drains, bridges, shade trees and the like; and
 - 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 Services shall consult with – and be guided by – the Cemetery Commission in accord with MGL Ch. 114, the Parks & Recreation Commission in accord with MGL Ch. 45, and the Disability Commission in accord with MGL Ch. 40, §8J.

- 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 budget, and that of future years,
 - a.) The current Department and Director of Public Works and shall become the Department and Director of Public Services, respectively, upon the effective date of this resolution; and
 - b.) This resolution shall supersede and replace Resolution #2017-01-19 upon the effective date of this resolution.

Effective Date

This Resolution is effective upon adoption by the Massachusetts General Court of an Act to create a Parks & Recreation Commission in the Town of Templeton.

Approved and adopted this 8th day of June 2022 by a vote four (4) in favor and none (0) opposed, with one (1) absent.



Timothy Toth, Chair
Town of Templeton Select Board

Adopted: 06/08/2022

Amended: N/A

Town of Templeton, Massachusetts
Job Description

Position Title:	Director of Public Services	Grade Level:	6
Department	Department of Public Services	Date:	06/06/2023
Reports to:	Town Administrator	FLSA Status:	Exempt

Statement of Duties: The Director of Public Services is responsible for administering and supervising the daily activities and operations of a major department of the Town contained within Resolution #2022-06-08.2 including, but not limited to the maintenance and repair of town roads, sidewalks, bridges, town-owned properties and facilities, and snow/ice removal operations as well as serves as tree warden. Additionally, under the division of Buildings and Grounds which includes cemeteries, parks, recreation fields, and town buildings and their related open space and the like. The employee is required to perform all similar or related duties.

Supervision Required: Under the administrative direction of the Town Administrator and the policy direction of the Select Board and administrative requirements in compliance with Resolution #2022-06-08.2 for the Office of Public Services, the Director plans and carries out the regular work in accordance with standard practices and previous training, with substantial responsibility for determining the sequence and timing of actions and substantial independence in planning and organizing the department's work activities including determining the work methods. The employee is expected to solve through experienced judgment most problems of detail or unusual situations by adapting methods or interpreting instructions to resolve the particular problem. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines and priorities. Technical and policy problems or changes in procedures are discussed with supervisor, but ordinarily the employee plans the work, lays it out and carries it through to completion independently. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policies or other requirements; the methods used in arriving at the end result are not usually reviewed in detail.

Supervisory Responsibility: The Director of Public Services, as a regular and continuing part of the job, is accountable for the quality and quantity of work done by ten (10) full-time and two (2) seasonal employees and one (1) part-time employee. Supervisory responsibility consists of most of the following: plans, schedules and coordinates department operations in accordance with work schedules, deadlines and priorities; revises work schedules in response to emergencies, changes in workload or availability of manpower; recommends and justifies to higher levels of management changes in the organization of work, work methods or assignment of functions to positions that may affect staffing patterns, costs, work standards, etc.; assigns work based on varying capabilities of employees; assures that completed work meets the required standard of quality, timeliness and cost, taking corrective actions as necessary, including rejecting the work; recommends promotions, reassignments, or other personnel actions; oversees attendance and leave, typically including approval of ordinary sick and vacation schedules; advises employees of performance requirements and prepares formal evaluations of performance; gives advice and instruction on both administrative and work matters; informs subordinates of organizational policies, goals and procedures; resolves employee complaints. Work operations are subject to substantial changes in work procedures

Department of Public Services
Director of Public Services
6/21/23

Town of Templeton, Massachusetts
Job Description

and activities. While the timing of these fluctuations can not be anticipated, the procedures to be used can be planned in advance, e.g. the handling storm emergencies. Substantial numbers of employees are dispersed to widely separated locations throughout the town.

Confidentiality: In accordance with the State Public Records Law, the employee has regular access at the departmental level to a wide variety of confidential information, including official personnel files and department records.

Judgment: Work is performed based on administrative or municipal policies, general operating principles, state and federal legislation, or directives that pertain to a specific department or functional area. Extensive judgment and ingenuity are required to develop new or adapt existing methods and approaches to accomplish objectives and/or to deal with new or unusual requirements within the limits of established guidelines, practices, or policies. The employee is recognized as the department or functional area's authority in interpreting the guidelines, in determining how they should be applied, and in developing operating policies.

Complexity: The work consists of the practical application of a variety of concepts, practices and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating facts or data using specialized fact-finding techniques; or determining the methods to accomplish the work.

Work Environment: The nature of duties requires the employee to frequently conduct work outdoors often under adverse weather conditions and involve the continuous presence of unpleasant or irritating elements, such as odors, toxins/fumes, dust, loud noises, electricity, explosive materials, smoke, heat, cold, oil, dirt or grease. Work is continually performed outdoors regardless of weather conditions. The employee is required to work beyond normal business hours to attend evening meetings and in response to man-made or natural emergency situations on a 24/7 basis, 365 days per year.

Nature and Purpose of Public Contacts: The employee has constant interaction with local, state, and federal government officials, community leaders and any other individuals to protect and promote the municipality's overall interest. As spokesperson for the Highway Department, the employee must possess a high degree of diplomacy and independent judgment. Duties require a well-developed sense of strategy and timing in representing the municipality effectively in critical and important situations that may influence the well being of the municipality.

Accountability: Consequences of errors, missed deadlines or poor judgment could result in excessive costs, personal injury, and danger to public safety, delay of service delivery, or legal repercussions to the town.

Occupational Risks: Duties regularly present potential risk of injuries from improper exposure

Department of Public Services
Director of Public Services
6/21/23

Town of Templeton, Massachusetts
Job Description

that could result in loss of time from work. Examples of personal injury include severe muscular strains from working with extremely heavy material, falls from heights more than three feet, traffic, fumes, toxins, exposure to extreme hot and cold temperatures. Special safety precautions, training, or protective clothing such as coats, gloves, glasses, hats or boots is required.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. All administrative functions to carry out the duties within Resolution #2022-06-08.2 for the Office of Public Services will be required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Responsible for overseeing and participating in the repair and maintenance of Town roads, catch basins, bridges as well as the maintenance of highway department facilities.

Plans and assigns work to employees, keeps track of employee time sheets, and inspects the work of semi-skilled and un-skilled employees engaged in the maintenance, construction, and repair of streets, traffic control, catch basins, manholes and storm drains in accordance with local, state, and federal regulations.

Determines cost of materials/supplies required to perform department projects in a timely, safe and efficient manner.

Supervises the construction and repair of bridges, fences, town streets, inspects street openings and the construction or maintenance work of contractors and utility companies involving the public way to ensure public safety.

Responsible for the preparation and administration of all Highway department contracts, bid documents, annual report, and grant proposals in support of department operations.

Oversees the maintenance, repair and replacement of department equipment.

Develops, conducts or assists in the training of employees including safety methods, environmental compliance and on-the-job training; maintains related records.

Plans and organizes the department's snow and ice removal operations including salt/sand applications.

Responsible for the preparation and submission of paperwork to be eligible for state and federal funding and grants.

Responsible for the purchase of department materials, supplies and equipment in accordance with the State Procurement Law and within budget appropriations.

Department of Public Services
Director of Public Services
6/21/23

Town of Templeton, Massachusetts
Job Description

Attends training seminars to maintain knowledge of construction and maintenance techniques and practices of roads as well as safety practices.

Responsible for the preparation and administration of the department's annual operating and capital budgets; processes accounts payable and department payroll.

Responsible for the procurement of department supplies and equipment; obtains quotations for bids and all other procurement activities in accordance with state regulations.

Develops and implements training/safety programs for department employees.

Performs administrative duties for the department including the preparation of the department's payroll, progress reports for State funds, maintain department records and the preparation of periodic reports as required.

Responsible for the maintenance and routine repairs of town roads including the removal of snow, sanding and deicing as necessary; monitors fuel consumption.

Works with surrounding communities including the sharing of Town Highway department resources as requested.

Attends meetings of the Select Board and other Town Boards or Committees and meetings with state and federal agency representatives as required; formulates and recommend department policies and operating procedures; analyzes town highway needs and makes recommendations for needed improvements; implements and administers policies and directives of the Town Council.

Responds to requests for information from local and state officials as well as the public.

Recommended Minimum Qualifications:

Education and Experience: Bachelor's degree in business administration, civil engineering or a related field equivalent to a master craftsman level of trade knowledge; a minimum of seven (7-10) years related work experience in the field of road maintenance and repair operations; hands-on experience in snow removal operations and a minimum of two to three (2-3) years in a supervisory capacity; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Knowledge, Abilities and Skill

Knowledge: Working knowledge of road repair and maintenance and as well as State DOT regulations; knowledge of technical terminology, shop and road machinery and a variety of measuring equipment; working knowledge of building maintenance and repair techniques and practices; knowledge of basic civil engineering practices and techniques. Working knowledge of

Department of Public Services
Director of Public Services
6/21/23

Town of Templeton, Massachusetts
Job Description

snow and ice removal techniques and practices. Knowledge of the State Procurement Law. Knowledge of municipal budgeting practices; knowledge of building maintenance and repair techniques and practices and related equipment. Knowledge of technology such as GIS software, office software (word processing, spread sheet applications) web site, and the Internet.

Abilities: Ability to follow oral or written instructions; ability to work independently; ability to deal with disgruntled members of the public tactfully and effectively. Ability to evaluate and determine the cost of department projects including the resources (equipment and personnel) required to complete projects; coordinate the completion of projects in a safe and effective manner. Ability to establish and maintain effective working relationships with department staff, contractors doing business for the town as well as state and/or federal regulatory authorities. Ability to carry out essential functions under hazardous or inclement weather conditions in a safe manner. Ability to prepare and administer grants awarded to the department in accordance with grant regulations. Ability to administer an operating and capital budget.

Skill: Proficient written and oral communications skills. Proficient mechanical skills including, equipment repair and metal fabrication. Proficient customer service and public relations skills.

Physical and Mental Requirements

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions

Physical Skills: Work requires intermittent physical strength and effort on a regular basis and may include such activities as lifting, pulling or pushing heavy department equipment, materials and/or supplies; required to stand or walk for extended periods of time. Travel, particularly during adverse weather conditions during the day or evenings and troublesome road conditions is required.

Motor Skills: Duties may involve assignments requiring application of hand and eye coordination with finger dexterity and motor coordination. Examples include operating a motor vehicle under adverse road and/or weather conditions.

Visual/Auditory Skills: The employee is required to constantly read documents, personal computer screens and written reports for general understanding and routinely for analytical purposes. The employee must have the auditory ability to listen and comprehend. The employee is regularly required to determine color differences.

The position description does not constitute an employment agreement between the Town and the employee and is subject to change by the Town as the needs of the Town and/or the requirements of the position change.

Department of Public Services
Director of Public Services
6/21/23