

# **TOWN OF BOXFORD EMPLOYMENT AGREEMENT**

## **DPW SUPERINTENDENT/TOWN ENGINEER**

AN AGREEMENT BETWEEN *Christopher A. Olbrot* AND THE TOWN OF BOXFORD, MASSACHUSETTS.

### **TERM OF AGREEMENT**

The Town (acting by and through its Board of Selectmen) agrees to employ Christopher A. Olbrot as the DPW Superintendent/Town Engineer for the term ending June 30, 2021.

### **TERM OF APPOINTMENT**

Subject to the rights of termination provided herein, the term of appointment shall commence on June 24, 2019 and continue through June 30, 2022. Rights of termination provided below.

### **COMPENSATION**

The Town agrees, subject to appropriation, to pay for his services in the following manner:

(FY 2020) July 1, 2019 to June 30, 2020- \$115,000.00 annual salary, - subject to appropriation.

Fiscal Years 2021 and 2022 shall be subject to an annual reopening of this contract for the purposes of adjusting salary only, based upon performance evaluations, subject to appropriation by Town Meeting.

### **DUTIES OF POSITION**

The duties for this position are stated in the attached Job Description for DPW Superintendent/Town Engineer and made part of this agreement by reference.

### **REGULAR WORKING HOURS**

The DPW Superintendent/Town Engineer is a key public safety department head for the Town of Boxford. As such the position is a full time, Monday through Friday professional, administrative, high level position that will require additional work hours including expanded workdays and some evening meetings. The DPW Superintendent/Town Engineer shall not be granted any compensatory time for hours worked; however, given the extensive hours and the seasonal nature of the workload, professional consideration shall be given to the DPW Superintendent/Town Engineer for occasional off hours to be utilized at his discretion. Nevertheless, it is clearly agreed that the duties incumbent upon the DPW Superintendent/Town Engineer as outlined in the attached job description are to be completed as assigned.

### **OTHER PERSONAL BENEFITS**

The DPW Superintendent/Town Engineer shall be entitled to all benefits in the Code of the Town of Boxford, Chapter 23, Personnel, as it may be amended, not superseded or contradicted by the within contract.

- The DPW Superintendent/Town Engineer shall have paid personal leave per fiscal year as provided in the Town Code to be taken in increments as needed.
- The DPW Superintendent/Town Engineer shall have paid sick leave per fiscal year as provided in the Town Code to be taken in increments as needed. Initially, upon hire, the DPW Superintendent/Town Engineer will be deemed to have an accrued balance of 40 hours of sick time.
- The DPW Superintendent/Town Engineer shall be entitled to such additional time off as may be granted from time to time by the Board of Selectmen.
- Vacation leave shall be as outlined in the Town Code with the exception that the DPW Superintendent/Town Engineer shall be entitled to 160 hours vacation time each year.
- The Town agrees to reimburse the Superintendent of Public Works/Town Engineer, upon presentation of a paid receipt, for all professional dues, licenses and seminar fees etc., up to \$1,200 annually (subject to appropriation). The Superintendent of Public Works/Town Engineer agrees to maintain current, good professional standing as a licensed Professional Engineer in the Commonwealth of Massachusetts during his tenure in this position in the Town of Boxford.
- The Town agrees to reimburse the Superintendent of Public Works/Town Engineer \$50 per month as partial reimbursement for the Superintendent of Public Works/Town Engineer to maintain a personal "smart phone" cellular phone service account in good standing, and the Superintendent of Public Works/Town Engineer will keep the phone in working order, and will promptly replace the cell phone if damaged or otherwise rendered inoperable.
- The Superintendent of Public Works/Town Engineer shall be appointed as Town Tree Warden pursuant to M.G.L. c41 §106 and Town Code c19, Art. XI §19-25, and shall receive an annual stipend of \$2,000 which will be added to his base pay.
- The DPW Superintendent/Town Engineer is an exempt employee for purposes of the Fair Labor Standards Act.

### **OTHER BENEFITS**

The Town agrees to supply the Superintendent of Public Works/Town Engineer with a vehicle for his use. Said use shall include such use as is reasonable and proper, so that the Superintendent of Public Works/Town Engineer may respond as required in a timely manner. As the Superintendent of Public Works/Town Engineer is frequently an "on call" position, the vehicle may be used for incidental personal purposes.

### **TERMINATION**

**Termination by the Town For Cause:** The Town may terminate the DPW Superintendent/Town Engineer from that position for cause upon thirty (30) days written notice to the DPW Superintendent/Town Engineer.

- 1) Prior to dismissing the DPW Superintendent/Town Engineer, the Town shall give the DPW Superintendent/Town Engineer a written notice, which shall include the specific reason or reasons for dismissal.

- 2) The DPW Superintendent/Town Engineer shall be given a full hearing before the Board of Selectmen concerning such reason or reasons. The Town shall provide the DPW Superintendent/Town Engineer with a written notice of the time and place of such hearing at least fourteen (14) days prior to the holding thereof. Within ten (10) days after the completion of the hearing, the Town shall give the DPW Superintendent/Town Engineer written notice of its decision, which shall state fully and specifically the reasons therefore.
- 3) Any hearing pursuant to this section shall be held in executive session unless the DPW Superintendent/Town Engineer requests that the meeting be opened to the public. The DPW Superintendent/Town Engineer shall be allowed to answer, personally or by counsel, any of the charges made against him.

**Termination by the Town Without Cause:** The Town shall have the right to request the resignation of or terminate the employment of the DPW Superintendent/Town Engineer prior to expiration of the term of this Agreement, by 4/5<sup>th</sup> majority vote of the Board of Selectmen. In the event the DPW Superintendent/Town Engineer resigns at the request of the Board of Selectmen or is terminated by such 4/5<sup>th</sup> majority vote of the Board, the Town shall pay the DPW Superintendent/Town Engineer a payment equal to three (3) months aggregate salary, which shall be paid to the DPW Superintendent/Town Engineer within fourteen (14) days of his execution of a waiver and release of claims in a form supplied by the Board of Selectmen. This payment is intended to settle all outstanding issues or disagreements between the Town and the DPW Superintendent/Town Engineer that may exist at the time of separation and by accepting the payment, the DPW Superintendent/Town Engineer shall forgo any other claim or action against the Town related to her employment by the Town. In the event the DPW Superintendent/Town Engineer is terminated for misconduct or breach of a material provision of this Agreement, the Town shall have no obligation to pay the severance provided for in this paragraph. In the event that the Board of Selectmen asks the DPW Superintendent/Town Engineer to resign or leave office, he shall be deemed to have been terminated by the Board for purposes of severance and unemployment compensation.

**Failure to re-appoint by the Town:** The Town shall notify the DPW Superintendent/Town Engineer in writing at least sixty (60) days in advance of the term ending date of this contract, of the Town's intention not to re-appoint the DPW Superintendent/Town Engineer for a subsequent term of office. Failure to re-appoint by the Town shall not be considered Termination by the Town as described above.

**Termination by the DPW Superintendent/Town Engineer:** The DPW Superintendent/Town Engineer may resign with sixty (60) days written notice to the Board of Selectmen.

#### **STATEMENT ON CONTINUATION OF CURRENT CONTRACT**

In the event that a new contract is not negotiated prior to the expiration date of the present contract, the Selectmen may re-appoint the DPW Superintendent/Town Engineer for an extension term which the Selectmen deem appropriate to complete negotiations on a new contract. If re-appointment is approved and an extension term is voted, the present contract shall remain in full force and effect until the end of such extended term or until a new contract is executed, whichever shall first occur. In no event does this section require re-

appointment by the Selectmen nor does it express or imply job security for the appointed employee.

**STATEMENT ON OUTSIDE BUSINESS ACTIVITIES**

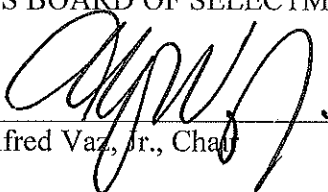
The DPW Superintendent/Town Engineer agrees that ~~she~~ shall not engage in outside business activities during normal business hours without the prior written approval of the Board of Selectmen.

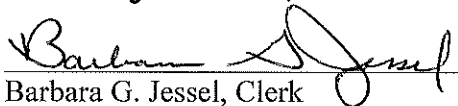
**GENERAL PROVISIONS**

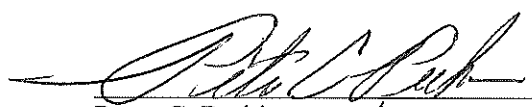
This contract constitutes all of the agreements of the parties. Any supplemental or additional agreement hereafter made shall be made in writing.

IN WITNESS THEREOF, The Town of Boxford has executed and delivered this Agreement in duplicate acting by and through the Board of Selectmen and the DPW Superintendent/Town Engineer on this 6<sup>th</sup> day of may, 2019.

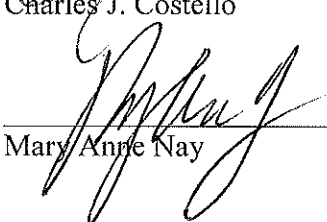
THE TOWN OF BOXFORD ACTING BY AND THROUGH  
ITS BOARD OF SELECTMEN

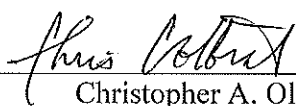
  
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Alfred Vaz, Jr., Chair

  
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Barbara G. Jessel, Clerk

  
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Peter C. Perkins

  
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Charles J. Costello

  
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Mary Anne Nay

  
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Christopher A. Olbrot  
DPW Superintendent/Town Engineer

4/29/19  
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Date