

EMPLOYMENT CONTRACT
BETWEEN
ABINGTON/ROCKLAND JOINT BOARD OF WATER COMMISSIONERS
AND
SUPERINTENDENT OF THE JOINT WATER WORKS
KRISTEL CAMERON

This contract made the 1st day of April 2022, by and between the Abington/Rockland Joint Board of Water Commissioners (herein the Board) and Kristel Cameron, Superintendent of the Abington/Rockland Joint Water Works, the Abington Water Department and the Rockland Water Department (herein the Superintendent).

The Board and the Superintendent hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which the Superintendent shall be entitled while appointed as Superintendent of the aforementioned Departments.

A. LENGTH OF CONTRACT:

This contract shall be in effect for three (3) years commencing on April 1, 2022 through March 31, 2025. The term of this agreement may be renewed at any time by agreement of both parties. In the event, however, that either party desires not to renew the agreement, it must notify the other party in writing in or within 180 days of the date of termination. Otherwise, the agreement automatically shall be renewed on one (1) year beyond its termination date.

B. COMPENSATION:

The Superintendent shall receive the following:

effective April 1, 2022 the Superintendents salary will be one hundred and twenty thousand dollars (\$120,000.00)

effective April 1, 2023 the Superintendents salary will be one hundred and twenty-three thousand dollars (\$123,000.00)

effective April 1, 2024 the Superintendents salary will be one hundred and twenty six thousand dollars (\$126,000.00)

The Superintendent shall receive at least the same number of sick days, personal days and the same paid holidays, the same uniform expenses, and all other benefits (including but not limited to license and longevity payments, sick leave days accumulation and retirement/death reimbursements) to the same extent as do all other regular personnel employed by the Board. The Superintendent will receive six (6) weeks vacation for each year of this contract.

C. DUTIES:

The control of the Departments shall remain with the Board through the Superintendent. The Superintendent will have the day-to-day control of the employees and their duties concerning the Departments; the Superintendent will bring to the Board any discipline problems that he feels the Board should be aware of. The Superintendents duties shall include but not be limited to the following:

1. The Superintendent shall supervise the daily operations of the Water Departments.
2. The Superintendent shall supervise all departmental personnel.
3. The Superintendent shall prepare the Department's Budget for the Boards approval and submit the approved budgets to the appropriate Town's and Finance Board's.
4. The Superintendent shall give reports to the Board at their regular monthly meeting.
5. The Superintendent shall be responsible for all departmental expenditures, disbursements and collected receipts, in accordance with the laws and statutes of the Commonwealth of Massachusetts.
6. The Superintendent shall supervise and oversee all equipment, including automobiles belonging to the departments.

7. The Superintendent shall establish uniform specifications for the employees of the departments.
8. The Superintendent shall be in charge of all updating and/or repairing of buildings owned by the Abington/Rockland Joint Water Works; including but not limited to the care of the grounds.
9. The Superintendent shall be in charge of and responsible for the carrying out of all training programs for department personnel.
10. The Superintendent shall be in charge of all help hired with the approval of the Board.
11. The Superintendent shall have the responsibility and the authority to maintain discipline of the departmental personnel, to assign the shifts and duties of all departmental personnel and any warnings and disciplinary action,
12. Suspension, terminations and hiring's shall have the Board's input.
13. The Superintendent or his designee shall be available for hearings before any Board in either Town at which the Water Department is required to appear and before Town Meetings when necessary.
14. And any other duties assigned by the Joint Board of Water Commissioners.

D. COMP TIME:

The Superintendent shall receive COMP time for attending all hearings and meetings after hours before any Board in either Town at which the Water Department is required to appear and before Town Meetings when necessary.

E. PROFESSIONAL DEVELOPMENT:

The Board recognizes its obligations for the development of the Superintendent of the Water Department and agrees that the Superintendent shall be given adequate opportunities to develop his skills and abilities as an administrator in the field of managing the water treatment and water distribution departments for the Towns of Abington and Rockland. The Board agrees to pay for all reasonable expenses incurred while attending any and all meetings, conferences, seminars, etc., that the Superintendent deems necessary for his professional development with the approval of the Board. The Board agrees to pay for professional dues and subscriptions related to the professional growth, development, education and training of the Superintendent to a maximum of \$2,000.00 per year.

F. AUTOMOBILE:

The Board shall provide either a company vehicle for use by the Superintendent and all attendant operating and maintenance expenses and insurance shall be paid for by the Departments, or the Superintendent may use her own private automobile for her official use as Superintendent and will be given an Auto Allowance, the amount of moneys budgeted to be upon mutual agreement between the Board and the Superintendent. The company vehicle shall be for business use only.

G. REMOVAL/SUSPENSION:

1. It is agreed that the Superintendent can be removed or suspended only for just cause, upon proper notice and only after a hearing at which the Superintendent shall have the right to be represented by counsel. The Superintendent shall have the option of choosing whether or not any such hearing shall be closed to the public or held as an open public hearing.
2. The Superintendent may appeal any Removal/Suspension by the Board after such a hearing to a committee of arbitrators consisting of three (3) persons. The three persons shall be chosen as follows: one by the Board, and one by the Superintendent, and one by the two so chosen, or if they cannot agree, then a third selected by an independent arbitrator experienced in municipal matters. A majority of the three (3) member committee shall be sufficient to uphold a Removal or Suspension or to reverse the Removal or Suspension decision. The Board and the Superintendent shall bear the costs of arbitration equally.
3. In the event of a wrongful Removal or Suspension, the Superintendent shall be reinstated to duty, and shall be entitled to back pay, counsel fees, and other related expenses.

H. SEVERANCE PAY:

If terminated before the duration of this contract, the Superintendent shall be entitled to three (3) months severance, two months of which shall be working and one month nonworking. On the mutual agreement of the Superintendent and the Board, another arrangement may be made.

I. INDEMNIFICATION:

In the event that charges are brought by any person or persons against the Superintendent whether public or private, civil or criminal in nature, as long as those charges arise out of an incident related to the performance of his official duty or authority whether on or off duty at the time of the incident, the Board will provide its Counsel or another attorney, to provide legal service in the defense of charges brought against the Superintendent and hold her harmless of any litigation resulting from the charges.

J. SICK LEAVE/DISABILITY:

1. When the Superintendent is absent from work because of any injury sustained in the line of duty for which she is entitled to compensation, the Superintendent's pay shall continue for the duration of this disability or until retirement, minus the amount of Workmen's Compensation required by law.
2. The Superintendent shall not be required to use up accumulated sick leave while absent because of work related illness or injury.

K. SEVERABILITY CLAUSE:

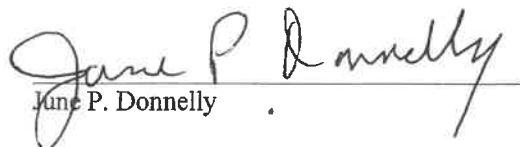
If any provision of the AGREEMENT is deemed illegal or unenforceable then it shall not effect the remaining provisions of this Contract which shall remain in full force and effect.

L. GOVERNING LAW:

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

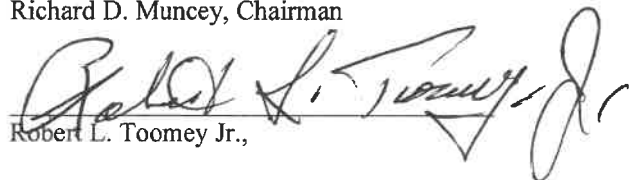
Executed this the 1st day of April 2022.

THE ABINGTON/ROCKLAND JOINT BOARD OF WATER COMMISSIONERS:


June P. Donnelly


William T. Low, Secretary

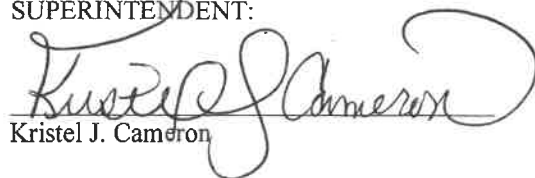
Richard D. Muncey, Chairman


Robert L. Toomey Jr.,

Michael Egan


Robert Corvi, Jr.

SUPERINTENDENT:


Kristel J. Cameron