



TOWN OF HANOVER
550 HANOVER STREET, SUITE 29
HANOVER, MASSACHUSETTS 02339
781-826-5000 ext. 1084

Troy B.G. Clarkson
Town Manager

DIRECTOR OF PUBLIC WORKS
EMPLOYMENT CONTRACT

This Contract, executed by and between the Town Manager of the Town of Hanover and Victor J. Diniak hereinafter referred to as the "Director" is made pursuant to Massachusetts General Laws Chapter 41, Sections 69C through 69F inclusive (Copy Attached) as accepted by the Town and in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. Employment:

The Town Manager does hereby employ said Director as Director of Public Works and said Director hereby accepts employment of the terms and conditions hereinafter set forth.

2. Term:

- A. The term of this Contract shall be from July 1, 2017 through June 30, 2020 and may be extended by mutual agreement of the parties. The terms and conditions contained in this Contract shall become effective as of July 1, 2017 and extend to midnight June 30, 2020.

3. Performance:

The Director shall fulfill all aspects of this Contract. Any exceptions thereto shall be by mutual agreement between the Town Manager and Director in writing.

4. Performance Review:

During the term of Contract there will be annual performance review. The performance review shall be done in writing utilizing "The Town of Hanover Management System Performance Review Form". Prior to December 31, 2019, the Town Manager will review the Director's contract requests for the next contract period. At this time, or sooner and by mutual agreement, the Town Manager shall determine whether the Contract shall be extended upon such terms as are mutually agreeable to the parties.

Each year, the Town Manager, working with the Director, shall develop such goals and performance objectives as they determine necessary for the proper operation of the Town and the attainment of the Board of Selectmen's goals and objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and with the annual operating and capital budgets and appropriations provided by the Town.

5. Compensation:

For the performance of the duties, the Director shall be paid an annual salary commencing July 1, 2017 to June 30, 2018 of \$121,585.51. The salary for subsequent years of the contract will be determined by the results of the annual performance appraisal, up to a maximum of 3% annually. Salary shall be paid on a weekly basis as a part of the department payroll and is subject to Annual Town Meeting funding.

6. Termination:

This contract may be terminated upon the occurrence of any of the following.

- A. Whenever the Town Manager and Director mutually agree to the termination in writing.
- B. The retirement or resignation of the Director. In the event that said Director desires to terminate the Contract before the term of service shall have expired, he shall give at least (60) days written notice of his intention.
- C. During the term of this Contract or any extension thereof, the Town Manager may terminate the Director at any time for just cause by providing written notice to the Director along with a ten (10) day notice of intent to terminate him together with a list of reasons for the proposed discharge. Within five (5) days of receipt of such notice of intention, the Director may request a hearing on the proposed removal. Such hearing shall be conducted in accordance with Chapter 39, Sections 23A and 23B of the General Laws and the Director shall be entitled to present evidence, cross-examine witnesses and be represented by counsel. After the hearing, the decision made by the Town Manager shall be final.

7. Duties:

- A. The Director shall perform faithfully and to the best of his ability the duties of the Director of Public Works as provided for in Chapter 41, Section 69E and all other General Laws of the Commonwealth and shall also serve as the Water Director provided for in Chapter 39 of the Acts of 1930 and all other acts and General Laws of the Commonwealth and Bylaws of the Town of Hanover.
 - B. The Director shall personally direct the activities of the Department of Public Works and its various divisions and shall be present during times of emergency, including, but not limited to, storms, water breaks, snow and ice removal, as needed, and any times in which the Town's Comprehensive Emergency Management Plan is in effect.
 - C. The work week shall consist of normal business hours and other hours during which the Director will be required to attend meetings of the Board of Public Works, or such meetings as the Board shall require, as required or necessitated for the proper performance of his duties and responsibilities subject to all other provisions of this Contract.
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- D. If the Director will be absent from the office and unavailable for more than a three day period for any reason, he shall notify the Town Manager and the Chairman of the Board of Public Works, or in the Chairman's absence, another member of the Board.

8. Administration:

- A. The Director shall administer his duties under the guidelines set forth under Chapter 41, Section 69E of the General Laws of the Commonwealth of Massachusetts, or under guidelines of the Town Manager and the Bylaws of the Town of Hanover, to organize, reorganize and arrange the personnel and their activities in such a way that will best serve the Department and his responsibilities as the administrator of all Department business affairs including selection, placement, and transfer of personnel.
- B. The Board and/or Town Manager, individually and collectively, shall promptly refer criticisms, complaints, and issues brought to their attention to the Director for study and recommendation.

9. Indemnification:

To the extent required and/or permitted by Massachusetts General Laws Chapter 258, the Town shall defend, save harmless, and indemnify the Director against 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 the Director's duties. The Town has sole discretion to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

10. Notices:

Any and all notices required or permitted to be given under this Agreement will be sufficient, if furnished in writing, sent by certified mail to his last known residence, in the case of the Director, or to the Chairman of the Board of Public Works, in the case of the Town.

11. General Expenses:

- A. The Director shall be reimbursed for all reasonable and necessary expenses incurred in the performance of his duties during his employment under this Contract. Such expenses shall be limited to available appropriated funds for the expense incurred and shall include attendance at appropriate local, state and national meetings and conferences previously approved and budgeted.
 - B. The Director shall maintain all current licenses pertaining to his duties. Courses for continuing education and licenses appropriate to the Department of Public Works shall be paid for and membership in appropriate associations shall also be paid for with the prior approval of the Town Manager.
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- C. The Director may attend, and the Town shall fund, seminars or courses annually, to be mutually determined with and approved by the Town Manager, the cost of which shall not exceed \$1,600.00 annually, without prior approval of the Board. All courses are to be beneficial to the Director's employment with the Town, such as relating to management or Professional Engineering courses, and will be reimbursed upon documentation of successful completion.

12. Personnel By-Law Requirements and Application:

- A. The Personnel By-Law of the Town shall apply to and be made a part of this Contract unless the Contract is in conflict, in which case the Contract shall prevail.
- B. The Director shall be entitled to all of the benefits of an employee of the Town of Hanover, including the municipal pension system and all of the benefits provided to employees in the Personnel By-Law of the Town.

13. Annual Vacation:

- A. The Director shall receive 30 days of vacation each year inclusive of legal holidays.
- B. A maximum of ten (10) vacation days may be carried over into the next fiscal year, and shall be paid to the Director upon separation or retirement.
- C. Upon termination of employment, retirement or death, all vacation leave will be paid in full.

14. Sick Leave:

- A. Sick Leave will be earned at the rate of ten days per year with all unused sick leave to accumulate from year to year up to a maximum of two hundred fifty days (250) days. Unused sick leave of all prior years of Town service shall be credited to the Director.
 - B. It is agreed to use only up to 150 accumulated sick leave days for purposes of sick leave buy back benefits. Said sick leave buyback will be payable to the Director upon retirement directly into the Plymouth County Retirement System as verified by the County Treasurer or a Selectmen approved plan, or the Director's estate upon death, or an amount of money equal to fifty percent (50%) of the Director's accumulated sick leave time, up to a maximum of seventy-five (75) days.
 - C. Upon reaching 25 or more years of service to the Town the Director shall be eligible for sick leave buyback payable upon retirement directly into the Plymouth Country Retirement System as verified by the County Treasurer or a Selectmen approved plan, or to the Director's estate upon death, an amount of money equal to seventy-five percent (75%) of the Director's accumulated sick leave time, up to a maximum of 113 days. Such payment will be based on a 260 day per diem. The amount shall be paid in full within a reasonable
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time, but in no event later than (30) days following the date of retirement or death, and shall be calculated using the rate of pay received by the Director on said date.

15. Vehicle:

- A. The Town agrees to provide a motor vehicle for the official use of the Director. The vehicle shall be provided with emergency communication devices to facilitate contact between the Director and other agencies and vehicles belonging to the Town.
- B. The Town agrees to provide and install in the Director's personal vehicle if he requests emergency communication devices to facilitate contact between the Director, and other employees, agencies, and vehicles belonging to the Town. Such equipment shall remain the property of the Town.
- C. It is further agree that, if the Director is required to use his personal vehicle for any legitimate Town duties or purpose, he will be reimbursed at the rate established by the Board of Selectmen. Such use is to be authorized beforehand by the Town Manager.

16. Clothing Reimbursement:

The Director will be reimbursed for the following clothing allowance:

- A. Clothing Purchase \$500.00 per year
- B. Clothing Cleaning \$300.00 per year

17. Personal Time:

The Town will provide up to three (3) personal days per calendar year for absence due to non-work related injury, illness or other important personal business.

18. Entire Agreement:

This Contract embodies the whole agreement between the Board and the Director, and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein.

19. General Provisions:

- A. This Contract shall become valid upon signing by all parties with an effective starting date of signing by the Town Manager.
 - B. This Contract may be amended in writing at any time by mutual consent of the parties.
 - C. For purposes of the Fair Labor and Standards Act, the Director shall be deemed an exempt employee.
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- D. If any paragraph or part of this Contract is invalid, it shall not affect the remainder of said Contract, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the Town of Hanover, Massachusetts has caused this Contract to be signed and executed on its behalf by the Town Manager; and the Director has signed and executed this Agreement, both in triplicate, the day and year first above written.

TOWN MANAGER



Troy B. G. Clarkson



Date

DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS



Victor J. Diniak, Director



Date