

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

Anthony Marino Acting Town Manager

WORK AGREEMENT FOR FACILITIES ENGINEERING MANAGER

This Agreement will confirm the employment of Robert F. Murray as FACILITIES ENGINEERING MANAGER and expressly outline salary and fringe benefits to which you shall be entitled, ending June 30, 2020. You agree to give the Town 60 days' notice should you choose to leave the employ of the Town prior to the end of this agreement. 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.

The salary for this position shall be \$116,700 for Fiscal Year beginning July 1, 2017. This salary recognizes your holding both an advanced Master's Degree in Civil Engineering and a Professional Engineer's license. The salary for the following two years will be determined following the annual review by the Town Manager; however, the salary shall never be less than the prior year's salary.

Duties: You shall perform faithfully and to the best of your ability the duties of the Facilities Engineering Manager as provided for in Chapter 41, Section 69E and all other General Laws of the Commonwealth. You shall direct the activities of the Facilities Department during times of emergency and any times in which the Town's Comprehensive Emergency Management Plan is in effect.

You shall administer your 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 Facilities Department and your responsibilities as the administrator of all Department business affairs including selection, placement, and transfer of personnel.

The work week shall consist of normal business hours and other hours during which you are required to attend meetings of the Board of Selectmen, or other such meetings necessitated for the proper performance of your duties and responsibilities.

You shall also be entitled to the following fringe benefits:

- 1. You will be entitled to three weeks of annual paid vacation.
- 2. Paid Holidays as follows: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day. In the event any of these days fall on a Saturday, the previous Friday shall be observed as a holiday. If any of these days fall on a Sunday, the following Monday shall be observed as a holiday.

- 3. Bereavement leave of four (4) days in the event of a death in your immediate family shall be given without loss of pay. For purposes of this paragraph, the term immediate family shall mean and include the following: Mother, Father, Mother/Father-in-law, Sister, Brother, Spouse, Child, Sister/Brother-in-law, Grandchild, and Grandparent. One (1) day of bereavement shall be granted for the death of an Aunt/Uncle or Grandparent/in-law.
- 4. You will earn sick leave at the rate of ten (10) days per year. All unused sick leave will accumulate from year to year up to a maximum of two hundred fifty (250) days.
- 5. 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.
- 6. You will be reimbursed for all reasonable and necessary expenses incurred in the performance of your duties 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/or national meetings and conferences previously approved and budgeted.
- 7. Professional Development. The Town will pay the cost of maintaining your Professional Engineer's license, including needed professional development courses and license renewal fee. In addition, you 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 annually.
- 8. Clothing Reimbursement: You will be reimbursed for the following clothing allowance:
 - a. Clothing Purchase \$500.00 per year
 - b. Clothing Cleaning \$300.00 per year
- 9. The Town has purchased on your behalf, while you are an employee of the Town, a life insurance policy in the amount of \$5,000 subject to your filing the appropriate forms with the Treasurer's Office.
- 10. You shall be provided the opportunity to join the Town of Hanover's Group Insurance Plan, which provides for group life insurance, group hospitalization and surgical benefits, and extended benefits care for employees and retired employees and their eligible dependents, with the premium shared equally (50%-50% basis) between the employee and the Town. Admission to the membership in said plan, and entitlement to its benefits, shall be in accordance with the terms and conditions of the contract between the Town and the insurance carrier.
- 11. The Town agrees to provide a motor vehicle for your official use.
- 12. Time off totaling five (5) working days shall be available in recognition of night meetings and extra time put in outside the normal work day.
- 13. The Town will continue to provide you with a cell phone (Samsung S8 or equivalent), including the subscription costs.

- 14. A maximum of five (5) vacation days may be carried over into the next fiscal year. Any such vacation time carried over must be used within six (6) months of the beginning of the year to which such time was carried over. All unused vacation leave shall be paid in full to you or to your estate upon your death, and upon separation from employment from the Town, unless such separation is due to just cause.
- 15. All other benefits, including pension benefits to which you may be entitled as a matter of law, shall be provided by the Town where particular statutes are applicable and so provided.

Each year, you and the Town Manager shall develop such goals and performance objectives as they determine necessary for the proper operation of the Town 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. You shall schedule this with the Town Manager at an appropriate time during the month of June.

Signed as a sealed instrument this 13th Day of November, 2017.

Acting Town Manager

Facilities Engineering Manager

cc: Accountant

Finance Director Payroll & Benefits Personnel File