



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

*Anthony Marino*  
*Acting Town Manager*

**EMPLOYMENT AGREEMENT**  
**FINANCE DIRECTOR/TREASURER COLLECTOR**

AGREEMENT made the 30<sup>th</sup> day of October, 2017, by and between the TOWN OF HANOVER, (herein referred to as the "Town"), a municipal corporation within the Commonwealth of Massachusetts, acting by and through its TOWN MANAGER, and Lincoln Heineman, (herein referred to as "Mr. Heineman").

In consideration of the mutual promises herein contained and for other good and valuable consideration, and pursuant to Chapter 41, section 108N of the Massachusetts General Laws, the parties herein agree as follows:

- 1. EMPLOYMENT:** The Town hereby will employ Mr. Heineman and Mr. Heineman hereby accepts employment as Finance Director/Treasurer Collector.
- 2. TERM:** The term of employment shall be continued from December 4, 2017 to June 30, 2020, unless sooner terminated in accordance with the Agreement. A six month probationary period will start after Mr. Heineman's first day of employment and a review by the Town Manager will commence at the end of this six month probationary period. Upon successful completion of the six month probationary period, this contract will remain in full effect. No later than January 1, 2020, the Town Manager will both decide and communicate to Mr. Heineman whether or not he intends to extend the period of his employment for a further term. Mr. Heineman will notify the Town Manager a reasonable period prior to January 1, 2020, of his desire to continue as Finance Director/Treasurer Collector and of the Town's obligation relative to the January 1, 2020 notification date. If Mr. Heineman provides the notice described in the paragraph and the Town Manager does not provide Mr. Heineman with notice by January 1, 2020 the term will continue from month to month until a date which is 90 days after the Town Manager notifies Mr. Heineman of its intent not to extend the term further. All "day" periods stated in the Agreement are calendar days.
- 3. COMPENSATION:** The Town agrees to pay Mr. Heineman \$100,000 per year effective December 4, 2017 salary in the ensuing years of this contract shall be subject solely to the results of an annual performance evaluation. Decisions on salary shall be at the sole discretion of the Town Manager and shall to the extent necessary be subject to funding, however, salary shall never be less than the prior year's salary.
- 4. TERMINATION:** Mr. Heineman may terminate this Agreement at any time by providing sixty (60) days advance written notice of termination to the Town Manager. In the event of termination upon proper notice, the Town will pay for any accrued, but unused, vacation time. The Town Manager may, with just cause, terminate this Agreement. Mr. Heineman may not be terminated unless the Town Manager provides Mr. Heineman with due process and shows just cause with a termination hearing before the Selectmen, as required in the Town Manager Act.

5. **DUTIES:** Mr. Heineman shall perform faithfully, to the best of his ability, the duties of Finance Director/Treasurer Collector in conformance with the job specifications, as they may be amended from time to time, and with the responsibilities assigned him by the Town Manager. The Finance Director/Treasurer Collector shall work during the same hours as the town offices are open to the public as well as attend all meetings of the Advisory Committee and other meetings/times as may be necessary, as determined by the Town Manager. Time off may be granted by the Town Manager for attendance at night meetings.
6. **PROFESSIONAL DEVELOPMENT/AFFILIATIONS:** A maximum of \$2,000 per year, for professional courses and course materials upon successful completion of the course. The Town will budget the requisite sums for annual membership in the Government Finance Officers Association and the Massachusetts Municipal Auditors and Accountants Association (MMAAA) and for Mr. Heineman to attend the annual Government Finance Officers Association conference and the annual MMAAA conference.
7. **BENEFITS:** You shall also be entitled to the following benefits:

Annual paid vacation of three (3) weeks. No compensatory time will be available under this contract. Up to five (5) days of vacation may be carried over from one year to the next. 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.

Holidays (included in the annual compensation) as follows:

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|---------------------------|---------------------|----------------------|
| 1. Christmas Day          | 5. Patriots' Day    | 9. Columbus Day      |
| 2. New Year's Day         | 6. Memorial Day     | 10. Veterans' Day    |
| 3. Martin Luther King Day | 7. Independence Day | 11. Thanksgiving Day |
| 4. Washington's Birthday  | 8. Labor Day        |                      |

Bereavement leave of four (4) days in the event of 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. Additionally one (1) day of bereavement shall be granted for the death of an Aunt/Uncle, Grandparent/in-law.

Sick Leave will be earned at the rate of seven (7) days per year with all unused sick leave to accumulate from year to year up to maximum of two hundred fifty (250) days. No buyback of sick leave is permitted under this contract.

The Town will provide up to three (3) personal days per calendar year for absence for personal business.

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The Town shall make available life insurance as allowed by MGL Ch. 32B §11A and §11D. The Town shall purchase 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.

You shall be provided an 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 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.

This position shall be considered full-time employment and you shall not hold other public office, elective or appointed, or perform any other compensated employment without the consent of the Town Manager.

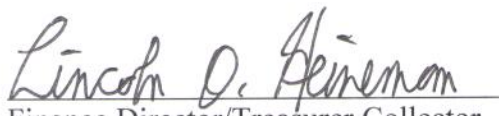
NOTICES: Any notices given under the terms of this Agreement shall be sent via first class mail, or hand-delivered to the parties at the following addresses:

Anthony Marino  
Acting Town Manager  
550 Hanover Street  
Hanover, MA 02339

Lincoln Heineman  
673 First Parish Road  
Scituate, MA 02066

Signed as a sealed instrument this 13<sup>th</sup> Day of November, 2017.

  
Acting Town Manager

  
Finance Director/Treasurer Collector

cc: Accountant  
Finance Director  
Payroll & Benefits  
Personnel File