



TOWN OF HANOVER
550 HANOVER STREET, SUITE 29
HANOVER, MASSACHUSETTS 02339
781-826-5000 781-826-2261

Joe Colangelo
Town Manager

WORK AGREEMENT FOR
JUSTIN DEBRUIN

Director of Community Development and Municipal Inspections

This Agreement will confirm your employment as the Director of Community Development and Municipal Inspections and expressly outlines salary and fringe benefits to which you shall be entitled.

For the performance of the duties, the Director shall be paid at an annual salary level of \$110,000 commencing January 7, 2019 to June 30, 2020. The salary for subsequent years of the contract will be determined by the results of the annual performance appraisal performed by the Town Manager. Pursuant to the terms of this contract, your annual salary may be increased up to a maximum amount of 3% annually starting on July 1, 2020. On July 1, 2019 your annual salary may be increased up to a maximum amount of 2.0% as determined by the Town Manager. This contract shall terminate on ~~June 30, 2020~~ **January 7, 2022.** **JC 1/15/2019**

Salary shall be paid on a weekly basis as a part of the department payroll and is subject to Annual Town Meeting funding.

You shall also be entitled to the following fringe benefits:

Annual paid vacation of three (3) weeks; however, during the first six (6) months – from January 1, 2019 until June 30, 2019 – you shall receive two (2) weeks of vacation, to assist you during your relocation. 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 | |

In the event any of these days falls on a Saturday, the previous Friday shall be observed as a holiday. If any of these days falls on a Sunday, the following Monday shall be observed as a holiday.

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 ten (10) 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 or other important personal business.

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.

1. 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, Planning Board, Board of Health, the Conservation Commission, or other such meetings necessitated for the proper performance of your duties and responsibilities. Time off totaling five (5) working days shall be available in recognition of these meetings and the extra time put in outside the normal work day.
 2. 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.
 3. Professional Development. You may attend, and the Town shall fund, seminars/ courses annually including memberships in appropriate associations, to be mutually determined with and approved by the Town Manager. The cost of which shall not exceed \$2,000 annually and all seminars/courses are to be beneficial to your employment with the Town, courses will be reimbursed upon documentation of successful completion.
 4. It is the Town's intention to annually review your employment with the Town so there can be no confusion concerning the benefits to which you are entitled and the review process will also assess goals, objectives, progress and problems of this position. You shall schedule this with the Town Manager at an appropriate time during the month of June.
 5. The Town of Hanover shall reimburse you up to \$1,500 for your moving expenses to relocate from Oklahoma to Massachusetts.
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This contract may be terminated upon the occurrence of any of the following.

1. Whenever the Town Manager and Director mutually agree to the termination in writing.
2. 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/she shall give at least (60) days written notice of his intention.
3. 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.

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:

Joe Colangelo
Town Manager
550 Hanover Street
Hanover, MA 02339

Justin DeBruin

Signed as a sealed instrument this 19th Day of Nov, 2018.

TOWN MANAGER

DIRECTOR OF COMMUNITY DEVELOPMENT
& INSPECTIONAL SERVICES


Joe Colangelo


Justin DeBruin

Date: 19. Nov. 2018

cc: Finance Director
Payroll/Benefits
Personnel File