

TOWN OF HANOVER

550 Hanover Street, Suite 29 Hanover, Massachusetts 02339 (781) 826-2261 (781) 826-5010

WORK AGREEMENT FOR CHIEF OF FIRE DEPARTMENT

This Agreement confirms and expressly outlines the salary and fringe benefits to which you shall be entitled as Chief of the Hanover Fire Department from July 1, 2011 until June 30, 2014. As Chief of the Hanover Fire Department, you will also serve as Fire Warden and Director of the Hanover Emergency Management Agency.

Your salary will be \$106,210 for the remainder of this Fiscal Year ending June 30, 2012 (pro-rated from November 21, 2011). Your annual salary will be \$110,458 until the end of the Fiscal Year ending June 30, sur 2013; annual salary for the Fiscal Year ending June 30, 2014 will be determined prior to January 1, 2014/3 Your annual compensation includes base pay, vacation pay, holiday pay (including M.G.L. Ch. 147:17F), personal days, longevity, recognition of educational degrees and other attainments, which enhance your position of Chief.

In addition, you shall be entitled to the following fringe benefits:

- A separate allowance of \$925 annually for purchasing and cleaning uniforms, payment to be made upon proof of purchase given to the Selectmen's office.
- Annual paid vacation of six (6) weeks. No compensatory time will be available under this contract. Up to 2 weeks 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 salary) as follows:
 - 1. Independence Day
- 6. Christmas Day
- 11. Memorial Day

- 2. Labor Day

5. Thanksgiving Day

- 3. Columbus Day
- 4. Veterans' Day
- 7. New Year's Day
- 8. Martin L. King Day
- 9. Presidents' Day
- 10. Patriots' Day
- Bereavement Leave of 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" means the following: Mother, Father, Mother/Father-in-law, Sister, Brother, Spouse, Child, Sister/Brother-in-law, and Grandparent. Additionally, one (1) day bereavement shall be granted for the death of an Aunt/Uncle, Grandparent-in-law.
- 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. The Town will require and pay for a job description-related physical examination every other year.
- A. Sick Leave of one and one-quarter (1 1/4) days per month with all unused Sick Leave to accumulate from year to year to a maximum of 250 days.
 - B. It is agreed to use only up to 150 accumulated sick leave days for purposes of sick leave buyback benefits. Said sick leave buyback will be payable to you upon retirement directly into the Plymouth County Retirement System as verified by the County Treasurer or a Selectmen approved plan, or to your estate upon your death, of an amount of money equal to fifty percent (50%) of your accumulated sick leave time, up to a maximum of seventy-five (75) days.
 - Upon reaching 25 years or more of service, you shall be eligible for a sick leave buyback, payable to you upon your retirement directly into the Plymouth County Retirement System as verified by the County

Treasurer or a Selectmen approved plan, or to your estate upon your death, an amount of money equal to seventy-five percent (75%) of your accumulated sick leave time, up to a maximum of 113 days based on a 260 day per diem. The amount due shall be paid in full within a reasonable time, but in no event later than thirty (30) days following the date of retirement or death, and shall be calculated using the rate of pay received by you on said date.

- C. No loss of pay or sick leave will be incurred if you are absent from duty because of an injury sustained in the line of duty for which you may be entitled to compensation under M.G.L. Ch. 41, Sec. 111F, or if you are exposed to a contagious or infectious disease in the line of duty and contract that disease, as evidenced by a physician's report.
- 8. A. The Town shall make available Life Insurance as allowed by Massachusetts General Laws Chapter 32B, Sections 5, 11A and 11D. 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.
 - B. You shall be provided an opportunity to join the Town of Hanover's Group Insurance Plan, which provides for group life insurance, group accidental death and dismemberment 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.
- 9. Professional Development The Chief shall attend, and the Town shall fund, seminars or courses annually, to be mutually determined in consultation with the Town Manager, the cost of which shall not exceed \$1,500 during Fy'13, \$2,500 for Fy'14...
- 10. The Town agrees to provide a motor vehicle for the official use of the Fire Chief. The vehicle shall be provided with emergency communication devices to facilitate contact between the Fire Chief and fire department personnel and apparatus as well as other agencies and vehicles.
- 11. In addition to the above, 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.
- 12. It is the intent of the parties to review this salary and benefit Agreement annually with you so that appropriate compensation will be provided. The review process will also consist of a performance evaluation and an annual meeting to assess position goals, objectives, progress and challenges.
- 13. 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.
- 14. You agree to give the Town 90 day notice should you choose to leave the employ of the town as the Fire Chief prior to the end of this agreement.
- 15. On a one time only basis due to your inability to take vacation time during the transition period of Chiefs, a vacation buyback of \$4,076 during fy'12 will be paid to you.
- 16. If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

Stephen S. Rollins, Town Manager

Date: /2 -5 -//

Jeffrey R. Blanchard, Fire Chief