

## **WORK AGREEMENT FOR DEPUTY CHIEF OF FIRE DEPARTMENT**

This Agreement confirms and expressly outlines the salary and fringe benefits to which you shall be entitled while serving as Deputy Chief of the Hanover Fire Department from October 28, 2013 until June 30, 2016. As Deputy Fire Chief of the Hanover Fire Department, you will also serve as Deputy Fire Warden and Deputy Director of the Hanover Emergency Management Agency.

Your salary will be \$95,040 for the Fiscal Year (FY) ending June 30, 2014, upon successful commencement of a credentialing program for Deputy Fire Chief as determined by the Fire Chief. Your annual compensation includes base pay, vacation pay, holiday pay (including M.G.L. Ch. 147: 17F), personal days, longevity, and any other attainments, which enhance your position of Deputy Chief. The base compensation may be increased up to a maximum of 3% each year for FY15 and FY16, based solely on a performance evaluation to be conducted by the Fire Chief.

You, when acting as Deputy Chief in charge of the department due to the absence of the Fire Chief, will be paid at a salary commensurate with that position after 30 days, as determined by the Town Manager.

In recognition of your attainment of an advanced degree, an educational benefit representing 5% of your base pay will be provided.

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

1. A separate allowance of \$925, for purchasing and cleaning uniforms, payment to be made upon proof of purchase given to the Town Manager.
2. Annual Paid Vacation of 5 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.
3. Holidays (included in the annual salary) as follows:

1. Independence Day	7. New Year's Day
2. Labor Day	8. Martin L. King Day
3. Columbus Day	9. Washington's Birthday
4. Veteran's Day	10. Patriots Day
5. Thanksgiving Day	11. Memorial Day
6. Christmas Day	
4. Bereavement Leave of 4 days in the event of death in your immediate family shall be given without the 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 1-day bereavement shall be granted for the death of an Aunt/ Uncle, Grandparent/in-law.

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. The Town will require and pay for a job description-related physical examination every other year.

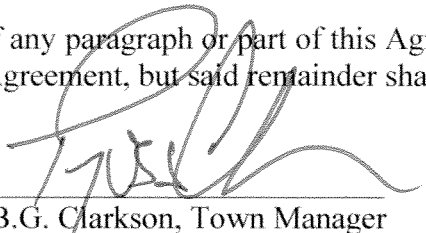
7. Sick Leave

- A. Sick Leave will be earned at the rate of ten days per year. In the event of an illness exceeding the allotted and accumulated sick time, the Town may, at the sole discretion of the Fire Chief, authorize leave in excess of accumulated amounts. All unused Sick Leave may accumulate from year to year a maximum of (250) days. Unused sick leave of all prior years of Town service shall be, credited to you.
- B. Sick Leave buyback will be paid in accordance with sections 8 and 9 of the current Firefighters contract, recognizing that the Deputy was in service before July 1, 1996.
- C. No loss of pay or sick leave will be incurred if you are absent from duty because of an injury sustained in 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. Insurance

- 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 \$5000 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 or cost 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 Deputy Chief shall attend, and the Town shall fund, seminars or courses annually, to be mutually determined in consultation with the Fire Chief, the cost of which shall not exceed \$2,500.

10. 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.
11. The Deputy Fire Chief may accept employment outside the Department, provided it does not conflict with her duties as Deputy Fire Chief, and provided further that the Chief has given his permission for such employment, which shall not be unreasonably withheld. The Fire Chief with the agreement of the Town Manager may set the regular work schedule for the Deputy Fire Chief.
12. 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.

  
Troy B.G. Clarkson, Town Manager

  
Barbara J. Stone, Deputy Fire Chief

Date: 3/31/14