

TOWN OF HANOVER

550 HANOVER STREET, SUITE 29 HANOVER, MASSACHUSETTS 02339 781-826-5000 ext. 1084 Troy B.G. Clarkson Town Manager

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 July 1, 2016 until June 30, 2019. 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 \$118,761 for the Fiscal Year (FY) ending June 30, 2017. Your annual compensation includes base pay, vacation pay, holiday pay (including M.G.L. Ch. 147: 17F), personal days, longevity, recognition of a master's degree, and any other attainments which enhance your position of Deputy Chief, including licensure as a Paramedic, which must be maintained throughout the course of this contract. The base compensation may be increased up to a maximum of 3% each year for FY18 and FY19, based solely on a performance evaluation to be conducted by the Fire Chief, which shall be based on goals provided to the Deputy at the commencement of each year.

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, due to the prolonged illness or other excused absence of the Fire Chief, as determined by the Town Manager.

If Fire Chief credentialing occurs during the contract period, an additional amount of \$1,000 shall be added to the base salary.

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 five (5) weeks. No compensatory time will be available under this contract. Up to two (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
 - 2. Labor Day
 - 3. Columbus Day
 - 4. Veteran's Day
 - 5. Thanksgiving Day
 - 6. Christmas Day

- 7. New Year's Day
- 8. Martin L. King Day
- 9. Washington's Birthday
- 10. Patriots Day
- 11. Memorial Day

- 4. Bereavement Leave of four (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 one (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 (10) 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 Section 10 of the Sick Leave Article in the current Firefighters Contract, recognizing that the Deputy was hired after July 1, 1996 and before July 1, 2011.
- 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 \$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 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 his 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. The Deputy may participate in volunteer activities outside of his normal duties, so long as they do not interfere with his role as Deputy Chief, including the annual 'Touch A Truck' event. At the sole discretion of the Fire Chief, the Deputy may be called outside of his normal duty hours to fill a leadership role during an event, planned or otherwise, requiring a coordinated fire response. During those events, the rate of pay shall be \$65.00 per hour. In addition, the Deputy may fill detail shifts so long as they do not interfere with his role as Deputy Chief, if the detail remains unfilled after bidding through the normal union procedures.

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

Jason Cavallaro, Deputy Fire Chief

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