



# TOWN OF HOPEDALE

## DEPUTY FIRE CHIEF CONTRACT



This agreement made effective July 1<sup>st</sup>, 2023, by and between the Town of Hopedale, hereinafter referred to as the "Town", and David J. McMorrow, hereinafter known as "Deputy Fire Chief". In consideration of all promises herein contained, the parties hereto mutually agree as follows and the Town agrees to seek and provide all funds necessary to maintain this contract.

### **Article 1: EMPLOYMENT**

The Town hereby agrees to employ David J. McMorrow as the Deputy Fire Chief for the Town of Hopedale. David J. McMorrow agrees to accept the employment, subject to terms and conditions of this agreement.

### **Article 2: TERM**

- a. The Deputy Fire Chief shall be employed under the terms of this contract commencing on July 1<sup>st</sup>, 2023, and ending June 30<sup>th</sup>, 2027.
- b. The parties agree that if a successor employment contract has not been reached by March 31<sup>st</sup>, 2027, this agreement shall be extended through September 30<sup>th</sup>, 2027, unless the board has provided the Deputy Fire Chief with written notification on or before March 31<sup>st</sup>, 2027, that it does not intend to re-appoint him to the position of Deputy Fire Chief.
- c. In the event the Deputy Fire Chief is not re-appointed to hold the position of Deputy Fire Chief, or he does not wish to continue to hold the position of Deputy Fire Chief, he shall return to the rank of Firefighter/EMT without loss of seniority or benefits entitled to him under the terms of Firefighter/EMT.

### **Article 3: TERMINATION**

- a. It is agreed that the Deputy Fire Chief can be disciplined or discharged only for just cause, upon proper notice and only after a hearing at which the Deputy Fire Chief shall have the right to be represented by counsel. The Deputy Fire Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or be held in open public hearing. The principle of progressive discipline will apply.
- b. Notwithstanding the provisions set forth in the above paragraph. Article #3, Section a, nothing in this contract shall affect the Boards right to terminate the Deputy Fire Chief for Just Cause, at any time after his appointment after a Just Cause hearing.

### **Article 4: DUTIES**

The Administrative control of the Fire Department for the Town of Hopedale shall be the responsibility of the Fire Chief, herein after referred to as the "Fire Chief". The Fire Chief shall determine the administrative duties of the Deputy Fire Chief and the Deputy Fire Chief shall answer directly to the Fire Chief under auspices of the Board of Selectmen.

**Article 5: HOURS OF WORK**

- a. The Deputy Fire Chief shall devote the amount of time and energy which is reasonably necessary for the Deputy Chief to faithfully perform the duties of Deputy Fire Chief. The Deputy Fire Chief's work week shall consist of forty (40) hours.
- b. It is recognized that the Deputy Chief must devote a great deal of time to the duties assigned by the Fire Chief. The Deputy Fire Chief shall be allowed to take compensatory time off, as the Fire Chief shall deem appropriate during normal said work hours and at such time, which the Fire Chief reasonably determines will not adversely impact department operations.
- c. The Deputy Fire Chief shall normally work week days, Monday through Thursday, 0800hrs – 1800hrs. If the Deputy Fire Chief is to work an overtime shift, after members of the Bargaining unit have refused said shift, he shall be paid at time and one-half his hourly rate.
- d. The Deputy Fire Chief shall be entitled to work details, both Town and Private, after all members of the Bargaining unit have refused.
- e. The Deputy Fire Chief shall perform faithfully, to the best of his ability, the duties of Deputy Fire Chief of the Fire Department those duties are set forth in the Massachusetts General laws and the by-laws of the Town of Hopedale as directed by the Fire Chief under the auspices of the Board of Selectmen.

**Article 6: BENEFITS**

The Deputy Fire Chief shall be entitled to all benefits available to full time employees of the Town of Hopedale in accordance with the Town of Hopedale Personnel By-Law.

**Article 7: SPECIAL STIPENDS & COMPENSATION**

The Deputy Fire Chief shall receive an annual EMT Stipend equal to the amount received by members of the Hopedale Permanent Firefighters Assoc., IAF Local 2225, but no less than \$4,000.00 for each year of the contract.

The Deputy Fire Chief shall receive an annual Clothing Allowance of \$1,200.00 for each year of the contract.

**Article 8: VEHICLE ALLOWANCE**

The cost associated with the operation and maintenance of the fire vehicle and its equipment are those of the Town. Said vehicle is to be used by the Deputy Fire Chief

along with all attendant operating maintenance expenses and insurance. Said vehicle is to be used by the Deputy Fire Chief in connection with his performances of his duties as well as for his professional growth and development. The vehicle may be used for personal reasons, as the Deputy Fire Chief is "on-call" in the event of an emergency, except that any out of state travel must be pre-approved by the Fire Chief

**Article 9: PERFORMANCE:**

The Deputy Fire Chief shall fulfill all aspects of this Contract. Any exceptions thereto shall be by mutual agreement between the Deputy Fire Chief and the Board and shall be reduced to writing.

**Article 10: SALARY**

	Annually	Weekly	Hourly	Overtime
FY24	\$94,721.74*	\$1,815.59	\$45.36	\$68.05
FY25	\$97,089.78 (+ 2.5%)	\$1,859.96	\$46.50	\$69.75
FY26	\$99,517.03 (+ 2.5%)	\$1,906.46	\$47.66	\$71.49

\*Retroactive to July 1, 2023

Overtime shall be paid at time and one half of the Deputy Fire Chief's current hourly pay rate.

**Article 11: EDUCATION**

The Town agrees to reimburse the Deputy Fire Chief for tuition and books or other material's needed for furthering his education, in a field relevant to his job duties for the Town of Hopedale, and provided the Deputy Fire Chief maintains a Grade B in each class taken at approved accredited institutions.

**Article 12: HOLIDAYS**

The following days shall be considered holidays:

New Year's Day	Memorial Day	Columbus Day
Martin Luther King Day	Independence Day	Veterans Day
Presidents Day	Labor Day	Thanksgiving
Patriots Day		Christmas

**Article 13: VACATION**

After twenty (20) years of service 30 Days

**Article 14: PERSONAL DAYS**

The Deputy Fire Chief shall receive three (3) Personal Days during each fiscal year of this contract. Personal Days may not be used to extend vacation or holiday. Personal Days may not be carried forward from one fiscal year to another.

**Article 15: FUNERAL LEAVE**

In the event of a death in the Deputy Fire Chief's family, the Town will grant reasonable time off without loss of normal straight time compensation for all scheduled work days falling within the three (3) day period next following the date of death in the immediate family. Immediate family being wife, children, parents, sister or brother, parents in law or in the immediate household. For other members of the Deputy Chiefs family, grandparents, grandchildren, aunts or uncles, one (1) day without loss of pay will be granted if the funeral is held on a scheduled workday. More time in individual cases due to unusual circumstances or for persons other than those listed above, shall be granted subject to the discretion of the Fire Chief

**Article 16: LONGEVITY**

The Deputy Chief shall be entitled to longevity as follows:

Ten Years of Service: \$1,000.00 annually to the 14th year.  
Fifteen Years of Service: \$1,500.00 annually to the 19<sup>th</sup> year.  
Twenty Years of Service: \$2,000.00 annually to the 24<sup>th</sup> year.  
Twenty-Five Years of Service: \$2,500.00 annually to retirement.

**Article 17: PROFESSIONAL DEVELOPMENT, DUES AND SUBSCRIPTIONS**

The Town shall pay for dues related to professional development, memberships and symposiums which will include the following but not limited to:

The International Associations of Fire Chiefs (MA Chapter)

The Fire Prevention Association of Massachusetts

The International Associations of Arson Investigators (MA Chapter)

N.F.P.A. (National Fire Protection Association)

All associated publications needed to perform the duties of fire inspector.

**Article 18: INDEMNIFICATION**

To the extent permitted by law, the Town agrees that they shall defend, save harmless and indemnify the Deputy Fire Chief against any tort, professional liability claim or demand, or civil actions, arising out of an alleged act or omission occurring in the performance of the Deputy Fire Chief's duties as Deputy Fire Chief of the Town of Hopedale.

**Article 19: DEATH DURING TERM OF EMPLOYMENT**

If the Deputy Fire Chief dies during the term of his employment, the Town shall pay to the Deputy Chief's estate all the compensation which would otherwise be payable to the Deputy Chief up to the date of the Deputy Chief's death, including but not limited to, unused vacation, holidays and compensation time.

**Article 20: SICK LEAVE**

The Deputy Fire Chief shall accumulate sick days, which will accrue at the rate of one day (10 hours) per month to actual time worked. A maximum accumulation will be 120 days. Days may be used to attend to the illness of immediate family members, consisting of spouse, parent or child. Sick days can be used only for personal illness or critical illness. When more than three (3) consecutive sick days are taken due to an illness, a doctor's note or release is required to return to work.

**Article 21: GOVERNING LAW**

This agreement shall be given by and construed pursuant to the laws of the Commonwealth of Massachusetts.

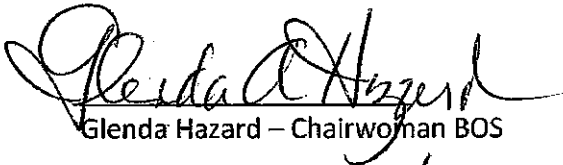
**Article 22: APPROPRIATION**

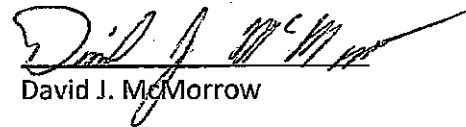
The terms of this agreement shall be subject to annual appropriation by Town Meeting.

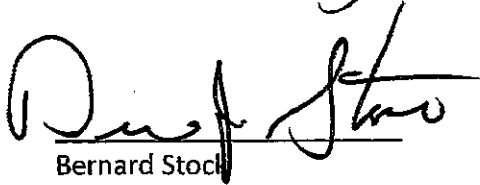
IN WITNESS WHEREOF, the parties have hereunto signed and sealed this agreement and a duplicate thereof this 23rd day of October 2023.

FOR THE TOWN OF HOPEDALE:

FOR THE DEPUTY FIRE CHIEF

  
Glenda Hazard – Chairwoman BOS

  
David J. McMorrow

  
Bernard Stock

  
Scott Savage