Town of Tiverton, Rhode Island

Employment Contract

The AGREEMENT entered on the 28th day of September 2020, by and between the Town of Tiverton, Rhode Island, a municipal corporation hereinafter referred to as the "Employer", and Bruce Reimels to serve in the position of Fire Chief, hereinafter referred to as the "Employee", is hereby amended to conform to the form of employment contract approved by the Tiverton Town Council. As used herein, the term Employer shall refer to either the Town of Tiverton as a corporate entity, or the Town Administrator, the immediate supervisor of the Employee, as the context may dictate.

NOW, THEREFORE: The Town Administrator, with the approval of the Tiverton Town Council acting in the best interest of the Employer, has agreed to enter into this employment contract with the Employee as a salaried position, it is now agreed as follows:

1. **TERM:**

   The term of this employment contract shall be three (3) years, commencing on September 28, 2020 and ending on September 27, 2023. Consideration being granted, that the Employee has taken on the role of Acting Chief for two long term occasions without issue, one being eight months prior to June of 2019 and again from June 1, 2020 to date, the Employee shall serve a shortened probationary period between the effective date of this Agreement and November 1, 2020. At any time during such probationary period, the Employee may be terminated by a vote of not less than 4 members of the Town Council, upon recommendation by the Town Administrator, for any cause or no cause whatsoever. Prior to such vote, the Employee shall be provided with an opportunity to address the Town Council in Executive Session pursuant to the requirements of the Open Meetings Act.

2. **DUTIES:**

   Consistent with the Tiverton Town Charter, Town Ordinances, and state and federal law, and subject to the general supervision and pursuant to the order, advice, and direction of the Town Administrator, the Employee shall faithfully, diligently, and to the

best of his ability, perform those duties which are customarily performed in the position of Tiverton Fire Chief. A position description is attached hereto.

The Employee is expected to devote his entire business time, energy, and skill to the duties and responsibilities of the position, and shall not be employed by any other person, corporation, or organization, or occupied with any self-employment during town business hours of such employee.

Any outside employment shall require the prior written approval of the Town Administrator.

3. **POLICIES AND PROCEDURES:**
The Employee is subject to all policies and procedures duly adopted by the Town and reflected in the Town's personnel handbook and any other rules, regulations, policies and procedures of the Fire Department as may be amended from time to time.

4. **SALARY:**
The Employee shall receive the starting salary of $84,000 in year one of this contract, beginning on September 28, 2020, prorated on a monthly basis for the first six months with an increase after six months to $86,000 prorated on a monthly basis for the next six months. Merit-based salary adjustments may be made in years two and three, upon recommendation by the Town Administrator based on a written, annual performance evaluation, and subject to Town Council approval and appropriation.

The average hours per week are expected to be 40. As this is a salaried position, the actual hours worked may be more or less, and attendance at evening or weekend meetings is expected. The Employee shall not be entitled to any overtime or compensatory time. It is specifically understood and agreed that the Employee is on call seven days per week, twenty-four hours per day.

The Employee, at the discretion of the Town Administrator, may be provided with a Town vehicle and/or Town cell phone for work-related use.

The Employee will be further compensated as per the attached Fiscal Impact Statement with an eight percent (8%) longevity applied to the base salary and the Employee will also receive an EMS incentive equal to $62.50 per week.

5. **CLOTHING ALLOWANCE:**
The Employee shall be provided a clothing allowance of $1,300.00 per year split in two equal installments of $650.00 each in the months of July and January. The clothing allowance shall be used to pay for any uniform changes to effectuate the Employee's Fire Chief uniform needs.

6. **MOVING AND RELOCATION:**
Not Applicable

7. **RETIREMENT:**
The Employee shall participate in Municipal Employees Retirement Firefighters Plan of the Town of Tiverton.

8. **VACATION:**
The Employee shall be entitled to 25 vacation days leave per year accrued on a monthly basis. Employee may not carry forward more than 10 days of vacation time per year with the contract starting date as the basis for the start of any new year. Additional time may be carried over with the prior, written approval of the Town Administrator. Upon termination of this contract, any unused vacation leave (including any and all carried over vacation time) shall be paid to the Employee. Should this contract be renewed, any unused vacation leave, up to a total of ten (10) days, shall carry over to the new contract. Upon termination of employment, employee shall be required to pay Town for any vacation days taken prior to accrual, which the Town may deduct from the Employee's final paycheck. Employee will be permitted to carry forward his unused vacation time prior to signing this contract.

9. **SICK LEAVE/PERSONAL LEAVE:**
The Employee shall be entitled to ten (10) sick days per year. The Employer may require a physician's certificate after three (3) consecutive days of absence from employment due to illness. Sick leave may be accumulated during the term of employment as Fire Chief and shall be carried over to any subsequent Employment Contract with the maximum number of days accumulated limited to 75 days. There shall be no cash value to any accumulated sick leave accrued as Fire Chief upon termination /separation or retirement nor can the accumulated sick leave days be credited for retirement purposes.

The Employee retains his property right to the 1683 hours of sick leave he accrued through his career in the Tiverton Fire Department prior to being named Fire Chief and will be allowed to cash in the accrued hours upon retirement, at the then Captain's hourly rate of pay at the time of retirement based upon the current (contract period

7/1/2019-6/30/2022) formula outlined in the IAFF Local 1703 contract provision XVII Section 2. The accrued hours earned and carried forward are frozen until retirement unless the Employee needs to discharge the hours due to an emergent medical need. These unused sick leave hours may not be credited towards retirement purposes.

10. PERSONAL DAYS:

The Employee shall be entitled to three (3) personal days per year, none of which may accumulate beyond the anniversary date each year. There shall be no cash value for personal days upon termination or separation of employment.

11. BEREAVEMENT LEAVE:

The Employee may be absent for five (5) work days (with full pay) in the case of death of a spouse or child. The Employee may be absent for three (3) work days (with full pay) in the case of death of a mother, father, brother, or sister, and two (2) days for father-in-law or mother-in-law, grandparent, aunt or uncle. Additional days may be granted at the discretion of the Town Administrator for any Bereavement Leave.

12. HOLIDAYS:

The Employee shall be entitled to time off for the following Holidays:

New Year's Day
President's Day
Memorial Day
Victory Day
Columbus Day
Thanksgiving Day and the Friday after
Christmas Day and Half a day on Christmas Eve
Martin Luther King Day
Good Friday (Half Day)
Independence Day
Labor Day
Veteran's Day

In the event that the State of Rhode Island eliminates Victory Day as a legally paid Holiday, the Employees Birthday or any other day agreed upon, shall replace Victory Day as a paid day off. The employee will receive $250.00 per holiday capped at twelve (12) and a maximum of $3,000.00 per year.

13. LIABILITY INSURANCE:

The Employee shall be covered by the Town of Tiverton's Public Liability Insurance Policy and shall be indemnified and held harmless for losses and expenses incurred or sustained by the Employee in consequence of the proper discharge of the office and while acting in the capacity of his employment.

14. LIFE INSURANCE:

The Employee shall be entitled to term life insurance coverage in the amount of $100,000.00 for the term of employment.

15. HEALTH SAVINGS ACCOUNT AND DENTAL INSURANCE:

The Employee shall be entitled to Health and Dental Insurance that mirror the IAFF Local 1703, Fire Union Contract currently in place as may be amended from time to time, including, but not limited to, co-payments.

In lieu of this benefit, the Employee may choose to be compensated at the rate of Three Thousand Dollars ($3000) for family or One Thousand and Five Hundred ($1500) for individual plan coverage per year. Such compensation shall be disbursed in equal fortnightly amounts, upon the Employee's attestation, on a form prepared by the Town that the Employee is not also receiving health insurance through the state/federal exchange; and (ii) the compensation is not designated or earmarked for the Employee to purchase health insurance.

16. CONTINUING EDUCATION/PROFESSIONAL DEVELOPMENT:

The Employee shall be reimbursed up to a maximum of $3,000 per year for costs associated with continuing education as related to the position, with prior approval in writing of the Town Administrator. Reimbursement shall be charged against a line item in the department budget that is funded specifically for education, as long as the Employee successfully completes the course. The Parties acknowledge that Tiverton's Home Rule Charter, Article IX section 903 (a) states that the Employee shall possess at minimum an Associate's degree in fire science, public administration, or a related field, and five (5) years' experience in a command position, as well as two (2) years of administrative experience and shall be a qualified Emergency Medical Technician. The Employee meets all facets of three of the four criteria with the exception of a completed Associate's Degree. The Employee has completed half of the educational requirements toward his Associate's degree in a qualifying field and agrees to successfully complete all courses necessary to receive his Associate's degree during the term of this Contract, while providing regular status updates (quarterly) to the Town Administrator on the progress being made towards completion of the Associates degree.

17. EXPENSE REIMBURSEMENT:

The Town recognizes that certain limited and reasonable expenses of a non-personal, community or job-affiliated nature may be incurred by the Employee from time-to-time,

agrees to reimburse such expenses with prior written approval of the Town Administrator and upon receipt of duly executed expense reports, with appropriate receipts, statements or affidavits, subject to budgetary constraints.

18. TERMINATION:

Notwithstanding the term of this employment contract, termination may occur either by:

a. Mutual agreement of the parties;

b. Retirement of the Employee; In the event of retirement of the Employee, the Employee shall notify the Employer at least forty-five (45) days prior to the date of the retirement or within such other time period as may be mutually agreeable to the parties. All obligations and agreements of the parties as contained in this Agreement shall cease as of the date of the retirement;

c. Disability. Recognizing that such an eventuality would pose a substantial and undue burden on the Employer, this Contract shall terminate, and all obligations thereunder cease, if the Employee is disabled from performing the usual and normal functions of his job for a period of more than six (6) months in any twelve (12) month period;

d. Discharge for Cause; Employee may be discharged for cause during the term of this Agreement. As used herein, the term "cause" shall include:

    1) The Employee's willful refusal to perform the employment duties reasonably required of him, as outlined in this Agreement, in his job description, or as provided in written instructions by the Town;
    2) Conviction of the Employee by a court of competent jurisdiction, or pleading guilty or no contest to, any criminal offense involving his employment with the Town, dishonesty, breach of trust, or moral turpitude or any felony; or a charge, indictment, or signed information for any felony, provided that such charge, indictment, or signed information is not dismissed within sixty (60) days of its issuance;
    3) Any material dereliction by the Employee with respect to the Employee's obligation to perform the duties outlined in this Agreement or reasonably assigned to the Employee, or the failure or refusal by the Employee in any material way to comply with the provisions of this Agreement, which failure or refusal continues for more than ten (10) days after written notice is given to the Employee;
    4) Any act or omission by the Employee within the Employee's control which is in reckless disregard of the Town or of the Tiverton Fire

Department and which materially adversely affects the Town or the Tiverton Fire Department.

e. Notwithstanding Section 18(d) of this Agreement, the Employer may terminate Employee or suspend Employee, with or without pay, for a designated period of time, provided such suspension or termination is consistent with Town Charter, Section 1210(a).

If the Employee is terminated on or before September 1, 2021 for any reason except a termination for "cause" as defined by Section 18(d)(1) through Section 18(d)(4) of this Agreement, the Employee will be demoted to the position of Deputy Chief, which shall be a non-union position within the Tiverton Fire Department that the Town Council shall create and fill solely for the purpose of complying with this paragraph from the date of such demotion through September 1, 2021 or until such time as the Employee retires or is terminated for "cause" as defined by Section 18(d)(1) through Section 18(d)(4) of this Agreement, whichever occurs sooner. In the event the Employee is demoted to the position of Deputy Chief pursuant to this paragraph, the Employee shall continue to earn the same salary, longevity, holiday pay, clothing allowances, EMS incentive, health care and pension benefits that the Employee earned as Chief until September 1, 2021 or until such time as he is eligible to retire without early retirement penalties from the Tiverton Fire Department. In no event shall the Employee hold the position of Deputy Chief after September 1, 2021.

f. Death of the Employee.

19. TOWN PROPERTY:

Upon termination of this employment contract, the Employee shall return to the Town all documents, files, books, records, computers, software materials, discs, keys, equipment, passes, identification materials, and all other property of the Town. Any passwords the Employee used to log into any software or accounts on behalf of the Town must be provided, in writing, to the Town Administrator.

20. CONFIDENTIAL TOWN INFORMATION:

The Employee agrees to hold all confidential and proprietary information of the Town in strict confidence, except as may otherwise be required by law. The Employee also agrees to abide by any and all Town policies regarding confidential and proprietary information.

21. STATUS REPORT:

Prior to the issuance of the Employees final paycheck, and at any time upon request of the Employer, the Employee shall submit a written report to the Employer, which details the status of his office. This shall include, but not be limited to, an assessment of operations, status of any projects or outstanding issues, computer passwords and details of unresolved issues.

22. EXTENSION OF CONTRACT:

Extension of the Employee's employment shall be considered by the Employer in the last 3 months of the Employee's employment contract. Not later than 30 days prior to the end of the Employee's employment contract, the Employer shall notify the Employee in writing whether the Employer elects to offer Employee a new employment contract.

23. NOTICES:

All notices and other communications required or desired to be given hereunder will be deemed given if in writing and sent by registered or certified mail to the following addresses:

(1) TOWN:

Town Administrator
Town of Tiverton
343 Highland Road
Tiverton, RI 02878

(2) EMPLOYEE:

Bruce Reimels
754 Lafayette Road
Tiverton, RI 02878

Alternatively, notices pursuant to this Agreement may be personally served in the same manner as it is applicable to Rhode Island civil practice. Notice shall be deemed given as of the date of personal service or as of two (2) days after the date of deposit of such written notice in the course of transmission in the United States Postal Service.

24. WAIVER:

No delay or omission by the Town in exercising any right under this Employment Contract shall operate as a waiver of that right or any other right. A waiver or consent given by the Town on any one occasion is only effective in that one instance and shall not be construed as a bar to or waiver of any right on any other occasion.

25. CHOICE OF LAW:

This Employment Contract shall be governed by the laws of the State of Rhode Island, without regard to its conflict of laws principles, and any action arising out of or related to this Contract shall be brought in a state or federal court located in Rhode Island. The Employee hereby agrees that the Employee is subject to the personal jurisdiction of such courts for the purposes of any such dispute, and the Employee waives any jurisdictional or venue-based objections that the Employee might have to any such dispute being heard in such a court.

26. EFFECTIVENESS AND EXECUTION:

This Employment Contract will not be deemed to be executed until approved by the Tiverton Town Council by resolution or other duly taken action, and such action is attested by the Clerk of the Council.

27. ENTIRE AGREEMENT AND MODIFICATION:

This Employment Contract contains the entire understanding and agreement between the Town and the Employee with regard to all matters referenced herein and may not be modified except in writing signed by the Employee and an authorized representative of the Town. This Agreement supersedes in the entirety any and all previous agreements, whether written or oral, between the Town and the Employee.

IN WITNESS WHEREOF, the parties hereto have executed this Contract of Employment to be effective as of the date first above stated.

This agreement is executed this 28th day of September 2020

Town of Tiverton:

Patricia M. Hilton

Town Council President

Employee:

Bruce Reimels

ATTESTED, that this Contract of Employment was approved by the Town Council of the Town of Tiverton, Rhode Island, by action duly taken on the 28th day of September 2020.

CLERK OF THE TOWN COUNCIL:

Signed: Nancy L. Mello Date: 9/28/2020

Printed Name: Nancy L Mello

ATTACHMENT A

TOWN OF TIVERTON, RI

FIRE CHIEF

Job Description

Overview

The Fire Chief is responsible for managing, directing and coordinating the operations of the Fire Department in the Town of Tiverton, which has a population of approximately 15,780 and covers 36.3 square miles. The Town has a Town Council-Administrator form of government, with the Fire Chief reporting to the Administrator. The Department currently employs 28 full-time Fire and Emergency Medical Services (EMS) personnel at three fire stations. It has an operating budget of approximately $2.6 million dollars.

The successful candidate will be a professional, command level fire officer, with demonstrated experience leading a municipal fire department, who embraces a high level of personal and departmental accountability. The position requires extensive knowledge of fire suppression, emergency medical services, fire prevention, and emergency management, along with the ability to motivate and lead department personnel, coordinate with colleagues in other departments and agencies, and interact in a productive manner with elected officials and members of the public.

Duties and Responsibilities

- Responsible for the protection of life and property from multiple hazards by directing all Fire Department incident response activity.
- Plans, organizes, coordinates, manages, directs and commands all offices, divisions, operations, personnel and activities within the fire department including but not limited to fire protection and inspection, firefighting, emergency medical services, fire equipment, HAZMAT response, and fire facilities maintenance activities of the Tiverton Fire Department, in accordance with state law, the Town Charter, and Town ordinances, policies, procedures and priorities.
- Serves as Emergency Management Director, responsible for assisting the Town Administrator during an emergency. Acts as liaison between the Town and the Rhode Island Emergency Management Agency. Prepares and maintains an Emergency Operations Plan for the utilization of Town facilities, equipment and personnel during a declared emergency. Coordinates proactively with the Chief of Police and Director of Public Works, as well as the Town Administrator, for the purpose of emergency preparedness, mitigation, response, and recovery.
- Administrative duties include oversight of payroll function, purchasing of supplies and equipment, preparation of budget estimates, documenting, tracking and evaluating department performance, and reporting on same. Participates in personnel actions such as hiring, termination, assignments, evaluation, and labor relations; promotes equal opportunity in hiring; oversees and ensures integrity of Department promotional processes; administers labor contracts including grievances procedures and provides discipline as necessary.

- Directs the preparation and analysis of fire records and reports to secure efficient operations, to meet service demands and to comply with authorized requests for information regarding activities and personnel of the Fire Department.
- Supervises and coordinates the preparation and presentation of a proposed annual budget for the Fire Department to the Town Manager; directs and controls the implementation of the Fire Department's adopted budget; analyzes and recommends improvements to equipment and facilities as needed.
- Prepares a comprehensive annual plan of specific goals and objectives to the Town Manager and Town Council.
- Reports to the Town Manager in a regular and proactive manner.
- Attends meetings of Town boards, commissions and other community organizations to represent the Department, answer questions and present reports, plans and recommendations.
- Maintains a current knowledge of developments in the field of emergency services, fire prevention, firefighting operations and administration.
- Oversees department training and safety program to ensure that all safety, loss control and injury protection policies and protocols are known and adhered to by all department personnel. Responsible for taking corrective action regarding training and safety needs.
- Serves on committees, boards and task forces as assigned.
- The Fire Chief shall be available 24 hours a day, unless excused by the Town Manager.

Tiverton Town Administrator

343 Highland Road, Tiverton, Rhode Island 02878 (401) 625-6710

Memorandum

Date: September 14, 2020

To: Town Council

From: Christopher Cotta, Town Administrator - Interim

RE: Fiscal Impact Statement / Contract with Fire Chief

The attached contract with Bruce Reimels is subject to ratification by the Town Council. The starting salary in year one will be $84,000, which after a six month probationary period, may be increased to $85,000, the budgeted amount for this position in FY2020. The fiscal impact to the Bruce personally is demonstrated on this form and we will provide a second fiscal impact showing the difference against the prior Fire Chief in a second document.

	Current	Proposed	Difference
Base Salary	66,177	84,000	17,823
Longevity	5,294	6,720	1,426
Holiday	3,055	3,000	(55)
EMS Incent 62.50/wk	3,250	3,250	0
FICA 7.65%	5,950	7,418	1,468
MERS/FF plan	17,850	22,255	4,405
Health Ins HSA 2000/4000 (Firefighters Family Plan)	18,684	18,684	0
Employer HSA fee	1,000	1,000	0
HSA Mngmt Fee	45	45	0
Life & AD&D Insurance coverage (100,000)	228	538	310
Dental Insur (Family)	925	925	0
Clothing Allowance	1,300	1,300	0
Education Allow	3,000	3,000	0
Total	126,758	152,135	25,377

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Total from above	126,758	152,135	25,377
Additional earnings			
Overtime (average)	7,500	None permitted	(7,500)
Casino details	12,000	None permitted	(12,000)
TOTAL	146,258	152,135	5,877