



# Town of Tiverton, Rhode Island

## Employment Contract

The AGREEMENT entered on the 13th day of March 2018, by and between the Town of Tiverton, Rhode Island, a municipal corporation hereinafter referred to as the “Employer”, and Patrick Jones to serve in the position of Police Chief, hereinafter referred to as the “Employee”, is hereby amended to conform to the form of employment contract approved by the Tiverton Town Council in January, 2019. As used herein, the term Employer shall refer to either the Town of Tiverton as a corporate entity, or the Town Council 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 March 12, 2018 and ending on March 11, 2021, provided however that there shall be a six-month probationary period beginning March 12, 2018 and ending on September 11, 2018. 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, 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/her ability, perform those duties which are customarily performed in the position of Tiverton Police Chief. A position description is attached hereto.

The Employee is expected to devote his/her 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 Council.

### 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 Police Department as may be amended from time to time.

### 4. SALARY

The Employee shall receive the starting salary of \$87,500 in year one of this contract. Following the end of the Probationary Period, as set forth in Paragraph 1 herein, the Town Council will consider an increase to \$89,500 for the remaining six months of year one. 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. It is herein agreed and understood that in the event of termination of employment for any reason or by either party, the aforesaid annual salary shall be prorated on an annualized basis.

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.

## 5. CLOTHING ALLOWANCE

The Employee shall annually in July receive a uniform allowance in an amount equal to what is provided to union employees by the Police Union Contract currently in place as may be amended from time to time..

## 6. MOVING AND RELOCATION

Not Applicable

## 7. RETIREMENT

The Employee shall participate in Private Police Pension Plan of the Town of Tiverton. Refer to the attached Memorandum of Agreement Dated March 13, 2018.

## 8. VACATION

The Employee shall be entitled to 25 vacation days leave per year accrued on a monthly basis. Vacation time shall be awarded on the anniversary date of hire or other agreed upon date. It is agreed that during the term of employment, the Employee may not carry forward more than 10 days of vacation time per year. Additional time may be carried over with the prior 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.

## 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 and shall be carried over to any subsequent Employment Contract with the maximum number of days accumulated limited to 100 days. There shall be no cash value to any accumulated sick leave upon termination /separation.

## 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 Employer for any Bereavement Leave.

## 12. HOLIDAYS

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

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

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.

## 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 Police Union Contract currently in place as may be amended from time to time, including 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 (i) 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 \$2,000 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.

#### 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 Council 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. Suspension or Discharge for Cause; Employee may be suspended, with or without pay, or discharged for cause during the term of this agreement. "Cause" includes, but is not limited to: (1) being officially charged with a felony or a misdemeanor, and conviction of a felony or conviction of a misdemeanor relating to the official duties of the employee or violating the public trust; (2) repeated failure to comply with established Employer policy; (3) continuing neglect of duties; (4) insubordination; and (5) any reason consistent with Section 1210(a) of the Town Charter.
- e. The Employer may terminate Employee or suspend Employee for a designated period of time in accordance with this section. Any such termination or suspension of Employee during the term of this agreement shall be governed by the Town Charter; Section 1210(a).
- 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 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/her 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: Patrick Jones  
1147 Stafford 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.

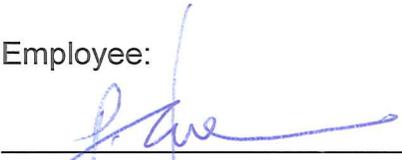
IN WITNESS WHEREOF, the parties hereto have executed this Contract of Employment to be effective as of the date first above stated.

This agreement is executed this 26<sup>th</sup> day of February, 2019.

Town of Tiverton:

  
\_\_\_\_\_  
Town Council President  
Administrator

Employee:

  
\_\_\_\_\_

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 12th day of March 2018.

CLERK OF THE TOWN COUNCIL:

Signed: Nancy L. Mello

Printed Name: Nancy L Mello

Date: 2-25-2019