



Town of Tiverton, Rhode Island

Employment Contract

AGREEMENT entered this day of April 7 2025, by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and Patrick W. Jones, hereinafter referred to as the "Employee." As used herein, the term Employer shall refer to either the Town of Tiverton as a municipal corporate entity, or the Tiverton Town Council as the immediate supervisor of the Employee, as the context may dictate.

NOW, THEREFORE: 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 April 7, 2025, and ending on April 6, 2028. The Employer and Employee acknowledge that from December 4, 2024, until April 6, 2025, the Employee successfully served as the Interim Town Administrator, and the Employer agrees to recognize and credit this time toward the Employee's six (6) month probationary period, which will end on June 4, 2025.

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 Council, as a body, the Employee shall faithfully, diligently, and to the best of his ability, perform those duties which are customarily performed in the position of Tiverton Town Administrator.

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.

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.

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 Council and reflected in the Town's personnel handbook, as may be amended from time to time.

4. SALARY

(a) The Employee shall receive an annual salary of \$165,000 for the first contract year less lawful withholdings and payable in installments in the same manner and method as all other Town employees. Upon successful completion of his six (6) month probationary period (inclusive of his time served since December 4, 2024, as Interim Town Administrator), as determined by the Town Council through his probationary performance evaluation, the Employee's annual salary shall increase to \$175,000 effective June 4, 2025.

(b) Based upon satisfactory performance as determined by the Town Council's annual evaluation, merit-based salary adjustments of the Employee's salary may be awarded the second and third contract years, effective April 7, 2026 and April 7, 2027 respectively. The Town Council's evaluation is performed to constructively assist the Employee in achieving Town expectations, and such evaluation shall be conducted in executive session, as permitted by law, and in conformance with Section 407(5) of the Town's Home Rule Charter.

5. RETIREMENT

The Employee shall participate in the Rhode Island Municipal Employees Retirement System pursuant to applicable state law and the rules of the Rhode Island State Retirement Board, both as may be amended from time to time.

Employee will contribute 1.75% of his base salary in year one of this contract and 2.0% of his base salary commencing in year two of this contract towards other post-employment benefits (OPEB) which will be remitted to the Town through the normal payroll deduction process.

6. VACATION

The Employee shall be entitled to 6 weeks, or 30 days, of vacation leave per year accrued on a monthly basis. Upon termination of employment, Employee shall be required to pay the Town for any vacation days taken prior to accrual.

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 Council. Upon termination of Employee's employment, 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 shall carry over to the new contract pursuant to its terms.

7. 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 or separation of employment.

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.

8. BEREAVEMENT LEAVE

The Employee may be absent for five (5) workdays (with full pay) in the case of death of a spouse or child. The Employee may be absent for three (3) workdays (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.

9. HOLIDAYS

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

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|---|------------------------|
| 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 |
| Juneteenth | |
| 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 Employee's Birthday or any other day agreed upon, shall replace Victory Day as a paid day off.

10. LIABILITY INSURANCE/POST EMPLOYMENT REPRESENTATION

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. Employer agrees to provide the full cost of legal representation post-employment for any matter occurring out of the official actions of the Employee during the term of this agreement.

11. LIFE INSURANCE

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

12. MEDICAL INSURANCE

During the term of this contract, the Town shall make available to Employee the same health and dental insurance plan provided to employees covered by the collective bargaining agreement between the Town and I.B.P.O. Local #406 dated July 1, 2024-June 30, 2027, as may be amended from time to time, family or individual plan, as appropriate. The health insurance plan is currently a High Deductible Health Plan with a Health Savings account (hereinafter referred to as "HSA") with a calendar year deductible of \$4,000 for family coverage and \$2,000 for individual coverage. Within thirty (30) days of the commencement of the calendar year deductible, the Town agrees to advance the monetary amount of the deductible (\$4,000 family plan or \$2,000 individual plan) to a prepaid credit/debit card that shall be issued to Employee, and the Employee shall be responsible for repaying this advancement back to the Town, in full (i.e., \$4,000 family plan or \$2,000 individual plan), in approximately equal installments in each pay period throughout the year via pre-tax deduction. If Employee leaves service with the Town for any reason, Employee shall be responsible for repaying the unpaid portion of the Town's advance (as of the date of separation), in-full, which the Town may deduct from Employee's final paycheck. As a condition of receiving this advancement of funds, Employee shall be required to sign an authorization form allowing the Town to deduct any such amounts from his final paycheck upon separation.

In lieu of the foregoing medical benefits, Employee may choose to be compensated at the rate of three thousand dollars (\$3,000.00), if eligible for a family medical plan, or one thousand dollars (\$1,000.00), if eligible for an individual medical plan, per year. Such payment shall be pro-rated and paid to Employee in each pay period in which Employee has waived medical coverage, provided Employee has attested, on a form prepared by the Town, that the Employee is receiving health coverage through an alternate source and is not receiving health insurance through the state/federal exchange.

Upon Employee's retirement from the Town, Employee shall be placed back on the health care plan (family or individual plan, as appropriate) described in Article IX, Section 3(A)(3) and Section 2 of the Collective Bargaining Agreement between the Town and IBPO Local #406 dated July 1, 2015-June 30, 2018, until Employee becomes eligible for Medicare, at which point the Town shall provide the retired Employee with supplemental Plan 65

coverage and Medicare Part B coverage. Employee shall be responsible for contributing 1% of his pension benefit toward the post-retirement health coverage referenced in this paragraph.

If Employee, after retirement, is eligible for a medical plan that is equal to, or better than, the medical plan being supplied by the Town, Employee must notify the Town so that the Town can stop the coverage of the retired Employee. Should the retired Employee lose this alternative coverage, the Town shall, upon written notice received, immediately reenroll the retired Employee in the applicable medical plan pursuant to the terms of the immediately preceding paragraph of this Section.

13. CONTINUING EDUCATION/PROFESSIONAL DEVELOPMENT

The Employer agrees to pay for the professional dues and subscriptions of the Employee necessary for his continuation and full participation in the Rhode Island League of Cities and Towns, the Rhode Island Cities and Town Managers Association and the International City/County Management Association. The Employee shall be reimbursed up to a maximum of \$5,000.00 per year in costs associated with continuing education/seminars as related to the position.

14. 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, and 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.

15. VEHICLE ALLOWANCE

The Town will provide Employee with a vehicle for his exclusive use in connection with the performance of his duties as Town Administrator, and the Town will pay for all attendant fuel, operating and maintenance expenses, and insurance. Employee may use the vehicle while he is on-duty or off-duty.

16. TERMINATION/SUSPENSION

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, except for any post-employment medical and pension benefits as set forth in this contract.
- c. Disability of Employee (as defined and/or in compliance with State and Federal Regulations). Recognizing that such an eventuality would pose a substantial and undue burden on the Employer, this Contract shall terminate 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. All obligations and agreements of the parties as contained in this Agreement shall cease as of the date of a disability retirement, except for any post-employment medical and pension benefits as set forth in this contract.
- d. Discharge for Cause; The Town Council may discharge Employee for cause during the term of this Contract for one or more of the following reasons: (1) conviction of, or pleading guilty or no contest to, a felony; (2) conviction of, or pleading guilty or no contest to, a misdemeanor relating to the official duties of the Employee or violating the public trust; (3) repeated failure to comply with established Employer policy; (4) continuing neglect of duties; (5) insubordination. Any such termination of Employee during the term of this contract shall be governed by Section 506 of the Town's Home Rule Charter. In the event the Employee is terminated for cause, the Employee shall not be entitled to any continued salary or benefits under the terms of this Agreement beyond his termination date.
- e. Discharge without Cause; The Town Council may terminate the Employee without cause during the term of this Contract with a super-majority vote of the Town Council. Any such termination of Employee during the term of this contract shall be governed by Section 506 of the Town's Home Rule Charter. In the event the Employee is terminated without cause during such time that the Employee is willing and able to perform his duties hereunder, then the Town agrees to continue the Employee's base salary for a period of six (6) months from the date of termination, as severance pay.

The Employee agrees, as a condition to receipt of the severance pay referenced in this Section 16(e), that the Employee will execute a general release agreement in a form reasonably satisfactory to the Town, releasing and waiving any and all claims against the Town, its officials, employees, and affiliates other than the right of the Employee to enforce this Agreement and other than claims arising after the date Employee executes the general release. The payments set forth in this Section 16(e) will begin to be made within thirty (30) calendar days of the effective date of the Employee's general release of claims referenced herein. If the thirty (30) day period begins in one calendar year and ends in a second calendar year, then the Town has the discretion to begin the payment in the second calendar year.

- f. Death of the Employee; This Contract shall terminate upon the death of the Employee at which point all obligations of the parties shall cease, except that the Town shall pay the estate of the Employee all unpaid salary and accrued but unused vacation pay through the date of his death.

Notwithstanding the foregoing, the Town Council may suspend Employee, with or without pay, pursuant to § 506 of the Town's Home Rule Charter.

17. STATUS REPORT

Prior to the issuance of the Employee's 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.

18. 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. Upon mutual written agreement, approved by the Town Council and signed in accordance with Section 22' below, this Contract may be extended for up to 3 years, with any salary or other adjustments to be negotiated and agreed upon by the Parties.

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, ID 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 to the Town.

20. 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.

21. ARBITRATION

The Employee and Employer agree that any dispute or controversy related to the terms, conditions, or provisions of this contract shall be subject to mandatory binding arbitration and in accordance with the rules and procedures of the American Arbitration Association.

22. SEVERABILITY/COMPLETE AGREEMENT/GOVERNING LAW

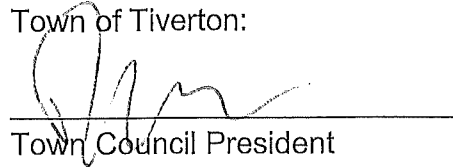
This offer of employment shall become binding upon the parties upon execution. This contract is the sole and entire agreement between the parties and shall, as of the date of its execution, supersede any and all other agreements between the parties. It may not be modified or terminated orally, but only by a writing signed by the parties. In the event that any breach of this agreement by Employee is waived by Town, such waiver shall not constitute a waiver of any subsequent breach by Employee. If one or more of the provisions of this Agreement shall be found invalid or otherwise unenforceable, the validity, effectiveness, and enforceability of any and all other provisions hereof shall not be affected. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

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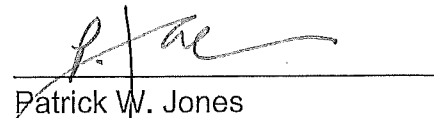
IN WITNESS WHEREOF, the parties hereto have executed this Contract of Employment to be effective as of the date first above stated.

This agreement is executed this 7 day of April, 2025.

Town of Tiverton:


Town Council President

Employee:


Patrick W. Jones

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 _____ day of April, 2025.

CLERK OF THE TOWN COUNCIL:

Signed: Joan B Chabot

Printed Name: JOAN B CHABOT