



# Tiverton Town Administrator

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

## Memorandum

Date: April 20, 2022  
To: Town Council  
From: Chris Cotta, Interim Town Administrator  
RE: Fiscal Impact Statement / Proposed Contract for Police Chief

The fiscal impact of the proposed contract for the position of Police Chief

Cost Item	Patrick Jones 12/14/2020	Proposed as of 12/14/21	Variance
Base Salary	\$92,500	\$95,275	\$2,775
Holidays	\$4,200	\$4,875	\$675
OPEB	\$0	(\$952)	(\$952)
Longevity 7.5%-9%	\$6,475	\$8,574	\$2,099
Clothing	\$1,350	\$1,350	0
FICA 7.65%	\$7,892	\$8,173	\$281
Health – HSA (ER)	(\$4,000)	(\$4,000)	0
Health – Premium	\$18,235	\$18,235	0
Dental Premium	\$925	\$925	0
Life Insurance	\$269	\$269	0
Education	\$2,500	\$2,500	0
<b>Total Contract</b>	<b>\$130,346</b>	<b>\$135,224</b>	<b>\$4,878</b>
Vacation/sick days	30/10	30/10	

Approve Retro Active to 12/14/21

This approval will allow a contract addendum to increase the employee longevity to 9% and Holiday Pay for parity reasons related to the latest approved IBPO contract and provides an employee OPEB contribution for equal parity purposes.

Department *Health*

Cost Item	Chief Patrick Jones Current Salary and Benefits	Chief Patrick Jones Proposed Salary and Benefits
Base Salary	\$92,500.00	\$ 95,275.00
Holidays	\$4,200.00	\$4,875.00
Longevity	\$6,475.00 (7.5%)	\$8,574.00 (9%)
Education	\$2,500.00	\$2,500.00
Clothing Allowance	\$1,350.00	\$1,350.00
<b>Total</b>	<b>\$ 107,025.00</b>	<b>\$ 112,574.00</b>
FICA 7.65%	\$7,892.00	\$ 8,173.00
Health – HSA	\$ 4,000.00	\$ 4,000.00
Health.- Premium	\$ 18,235.00	\$ 18,235.00
Dental Premium	\$ 925.00	\$ 925.00
Life Insurance	\$ 269.00	\$ 269.00
<b>Total Contract</b>	<b>\$138,346.00</b>	<b>\$ 144,176.00</b>
Vacation / Sick Days	30/10	30/10



# Town of Tiverton, Rhode Island

## Employment Contract

The AGREEMENT entered on the 14th day of December 2020, 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." 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 December 14, 2020 and ending on December 13, 2023. It is noted that the Employee's current contract expires on 3/11/2021, but for financial and other reasons discussed in the Employee's evaluation process, the Employee's current contract will be superseded in its entirety by this Agreement, which shall have an effective date of 12/14/2020.

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

### 4. SALARY

The Employee shall receive the salary of \$92,000 in year one of this contract. 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.

The Employee will be further compensated as per the attached Fiscal Impact Statement with a seven and one half percent (7.5%) longevity applied to the base salary and the Employee will also receive an accreditation incentive equal to \$500.00 per year or any amount adjusted in future IBPO contracts for other Police Officers, payable at the same time as all other eligible Police Department employees.

### 5. CLOTHING ALLOWANCE

The Employee shall annually in July receive \$1,350 for uniform allowance.

## 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 Memorandum of Agreement Dated March 13, 2018, which shall be attached to this Agreement and incorporated by reference herein.

## 8. VACATION

The Employee shall be entitled to 30 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 from employment for any reason.

## 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 for any reason.

## 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 Employee's Birthday or any other day agreed upon, shall replace Victory Day as a paid day off. The employee will receive \$350.00 per holiday capped at twelve (12) and a maximum of \$4,200.00 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 with an option, if available, to continue coverage from the carrier at his own cost upon retirement.

## 15. HEALTH SAVINGS ACCOUNT AND DENTAL INSURANCE

The Employee shall be entitled to Health and Dental Insurance that mirror the Tiverton Police Union's collective bargaining agreement currently in place as may be amended

from time to time. The Employee co-share for the HSA deductible account will remain the same at \$4,000.00 annually for the duration of this contract, with payroll deductions made by the Employee to reimburse the Town for front loading the deductible account.

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.

The Town agrees to reimburse the Employee for all expenses for the Employee to attend PERF (Police Executive Resource Forum) training in Boston, Massachusetts at the first available opportunity. The reimbursement will be contingent on the Employee's acceptance and successful completion of the program. The Employee agrees to forgo any further requests for reimbursement under this section for year the Employee attends PERF training. This item is subject to approved funding in the annual budget process.

#### 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, 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.

#### 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<br>Town of Tiverton<br>343 Highland Road<br>Tiverton, RI 02878 |
| (2) EMPLOYEE: | Patrick Jones<br>20 Industrial Way<br>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 14 day of December, 2020.

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 December 14th of 2020.

CLERK OF THE TOWN COUNCIL:

Signed: Joan B Chabot

MEMORANDUM OF AGREEMENT

WHEREAS, the employee has previously served in the Tiverton Police Department in a union position; and

WHEREAS, the employee is being hired as the police chief, which is a non-union position; and

WHEREAS, the employee accrued certain benefits under the collective bargaining agreement during his service as a union employee; and

WHEREAS, both employer and employee wish to specify and fix the amount of union benefit the employee will retain after being hired as the police chief;

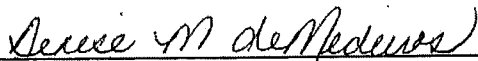
NOW THEREFORE, the employee and employer agree to the following provisions regarding employee's previously accrued union benefits:

- The employee shall remain enrolled in the current union pension plan.
- At the time of the employee's retirement, the employee shall be placed back on the family premium health care plan as currently described in section 3(A)(3) and section 2 of the currently in place collective bargaining agreement with the police union, whereby the employee shall contribute 1% of his pension benefit towards his health plan;
- Employee shall retain the 25 days of sick time accrued while in his union position up until March 13, 2018, and the fixed value of those sick days shall be \$7,742.00 paid upon the employee's retirement;
- Employee has earned a master's degree from an accredited educational institution in the area of Criminal Justice or law enforcement. He shall annually receive \$2500 education incentive each fiscal year.

This agreement is executed this 13<sup>th</sup> day of March, 2018

Council President

Denise deMedeiros



Police Chief

Patrick Jones

