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# Town of Tiverton, Rhode Island

## Employment Contract

The AGREEMENT entered on the 26th day of October 2020, by and between the Town of Tiverton, Rhode Island, a municipal corporation hereinafter referred to as the "Employer", and James Costa to serve in the position of Deputy 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. As used herein, the term Employer shall refer to either the Town of Tiverton as a corporate entity, or the Tiverton Police Chief and or Town Administrator as needed, as 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 October 26, 2020 and ending on October 25, 2023. Consideration being granted, that the Employee has been a long term unionized employee as Captain in the Tiverton Police which will mitigate the need for any probationary period.

**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 Police Chief, the Employee shall faithfully, diligently, and to the best of his ability, perform those duties which are customarily performed in the position of a Deputy Police 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 Police Chief and or 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 Tiverton Police Department as may be amended from time to time.

**4. SALARY:**

The Employee shall receive the starting salary of \$76,500 in year one of this contract, beginning on October 26, 2020, prorated on a monthly basis for the first six months with an increase after six months to \$78,000 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 Tiverton Police Chief based on a written, annual performance evaluation, and subject to Town Administrator 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 Tiverton Police Chief, 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 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, payable at the same time as all other eligible Police Department employees.

**5. CLOTHING ALLOWANCE:**

The Employee shall be provided a clothing allowance of \$1,350.00 per year, payable on the first pay period in July each year.

**6. MOVING AND RELOCATION:**

Not Applicable

**7. RETIREMENT:**

The Employee shall continue to participate in Municipal Employees, Police Department Retirement Plan of the Town of Tiverton. Employee will continue to contribute 1% of his pay toward post-employment benefits (OPEB) which will be remitted to the town through the normal payroll deduction process.

**8. VACATION:**

The Employee shall be entitled to 30 vacation days leave per year accrued on a monthly basis. Employee may carry forward his current earned vacation as Captain to the Deputy Chief position upon signing of this contract. 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 both the Police Chief and 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 Deputy Police Chief and shall be carried over to any subsequent Employment Contract with the maximum number of days accumulated limited to 50 days. There shall be no cash value to any accumulated sick leave accrued as Deputy Police Chief upon termination /separation or retirement nor can the accumulated sick leave days be credited for retirement purposes, with the exception noted below.

The Employee retains his property right to the 40 days of sick leave he accrued through his career in the Tiverton Police Department prior to being named Deputy Police Chief and will be allowed to cash in the accrued hours upon retirement, at the fixed rate of \$11,940.00. 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, whereby a reduction in amount of sick leave remaining will be applied to the value due to be paid at retirement based upon the remaining hours of these days. 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                                | 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. The employee will receive \$295.00 per holiday capped at twelve (12) and a maximum of \$3,540.00 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 Contract 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 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 \$1,000 per year for costs associated with continuing education as related to the position, with prior approval in writing of the Police Chief. 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 Police Chief 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 Police Department and which materially adversely affects the Town or the Tiverton Police 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).
- 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: James Costa  
20 Industrial Way  
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.

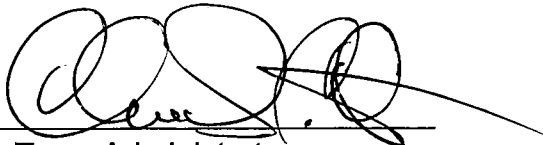
IN WITNESS WHEREOF, the parties hereto have executed this Contract of Employment to be effective as of the date first above stated.

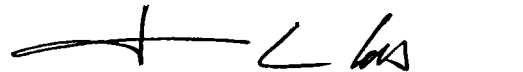
This agreement is executed this 26th day of October 2020

Town of Tiverton:

Employee:



  
Town Administrator

  
James Costa

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 26<sup>th</sup> day of October 2020.

CLERK OF THE TOWN COUNCIL:

Signed: Nancy L. Mello Date: 10/27/2020

Printed Name: Nancy L Mello



# Tiverton Town Administrator

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

## Memorandum

Date: October 22, 2020

To: Town Council

From: Chris Cotta, Interim Town Administrator

RE: Fiscal Impact Statement / Proposed Contract for Police Chief Deputy

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

Cost Item	James Costa (PD) 7/1/20 IBPO	James Costa (PD) 1/1/21 IBPO	James Costa (PD) 10/26/2020 as Deputy
Base Salary	\$72,750	\$74,204	\$76,500
Holidays	\$3,358	\$3,425	\$3,540
Total	\$76,108	\$77,629	\$80,040
Longevity 7.5%	\$5,708	\$5,822	\$6,003
Total	\$81,816	\$83,451	\$86,043
Clothing	\$1,350	\$1,350	\$1,350
Accreditation	\$500	\$500	\$500
FICA 7.65%	\$6,258	\$6,384	\$6,582
Health – HSA (ER)	\$4,000	\$4,000	\$4,000
Health – Premium	\$18,235	\$18,235	\$18,235
Dental Premium	\$925	\$925	\$925
Life Insurance	\$269	\$269	\$269
<b>Total Contract</b>	<b>\$113,353</b>	<b>\$115,114</b>	<b>\$117,904</b>
Vacation/sick days	30/28	30/28	30/10
Sick Paid at Retirement			40 days @ \$11,940.00

**B. DEPUTY CHIEF - MAJOR**

**JOB SUMMARY:**

**Assists with overall department direction by managing and overseeing the three major divisions in the Police Department. Exercises considerable discretion, guided by the goals, objectives, policies and procedures established by the Police Chief. Serves as primary advisor and Chief of Staff to the Chief of Police. The Deputy Chief formulates policy and procedure recommendations for approval. Takes command responsibilities during highly sensitive incidents and serves as the liaison between the department and a variety of local, state and federal agencies. In the absence of the Chief, may be designated to assume command of the entire police department, within the limits established by law, departmental policy and approval of the Town Administrator.**

**SUPERVISION RECEIVED:**

**Works under the general supervision of the Chief of Police and holds subordinates accountable for carrying out the work of the divisions within the department. The Chief through conferences and reports reviews the Deputy Chief's work.**

**EXAMPLES OF DUTIES:**

**Develops an inspection system and performs periodic inspections of the divisions. May also perform staff inspections of other units at the Chief's request.**

**Assists the Chief of Police in developing the goals and objectives for the police department. Ensures the work of divisions are carried out expeditiously and efficiently and that its goals and objectives are achieved and are consistent with the policies, objectives, tone and philosophy set for the department by the Chief.**

**Monitors morale and administers discipline (with approval of the Police Chief) within the department and advises the Chief of problems and possible solutions.**

**May assist the Chief with high-level staff work such as preparing the annual budget, overseeing major purchases or projects, resolving labor-management problems, representing the Chief at meetings, overseeing internal investigations and prosecuting at disciplinary hearings. Meets at least informally on a daily basis with other command staff personnel to coordinate efforts.**

**Occasionally comes to headquarters at odd hours to determine that employees are productively engaged and tours the Town to determine conditions on beats. Occasionally accompanies cruiser officers on their rounds.**

**Utilizes a variety of management information, statistics and reports to oversee department operations.**

**Read daily dispatch reports, inquiring into any unusual situations noted. Periodically calls at random citizens who have made calls for service or received traffic citations to determine how they viewed their encounter with an officer.**

**Holds regular meetings with subordinates.**

**Advises and assists subordinates with difficult or unusual problems.**

**Participates in departmental policymaking and assist the Chief in drafting staff proposals.**

**Evaluates performance and discipline and ensures that reports are submitted as required.**

**May be required to take charge at the scene of major operations such as natural disasters, hostage situations or major felonies.**

**May be required to act as division commander in the absence of a Lieutenant or Captain.**

**May occasionally perform regular law enforcement functions such as making arrests and responding to calls.**

**PHYSICAL SKILLS REQUIRED:**

**Must be able to perform basic law enforcement functions when required, such as making arrests, searching and handcuffing prisoners.**

**Must be able to qualify with service weapon and utilize chemical spray, baton, and all required department equipment.**

**Must be able to operate a standard police vehicle under both emergency and non-emergency driving conditions.**

**Must be able to use a personal computer to type reports, and access databases for criminal and motor vehicle information, as well as for management information.**

**Must be able to use physical force to gain entry to premises or subdue or control violent persons.**

**Must be able to administer first aid and cardiopulmonary resuscitation.**

**Must be able to hear well enough to distinguish direction and content of conversations in person and over the telephone and radio, even in the presence of background noise.**

**Must be able to maintain physical qualifications.**

**Must be able to see well enough to read and fill out forms in artificial lighting.**

**Must be able to speak English well clearly and distinctly enough to use a police radio, speak to groups, or be overheard when giving commands in a crowd control situation.**

**Must be able to remain calm and think clearly in emergencies, and to adapt to both long and short-term stress.**

#### **OTHER KNOWLEDGES, SKILLS AND ABILITIES REQUIRED:**

**Thorough knowledge of modern police practices, techniques and methods. Thorough knowledge of applicable State and Federal law and court decisions and Town ordinances, and of all departmental rules and regulations. Considerable knowledge of the principles and practices of police administration. Ability to analyze complex problems, organize and direct the work of a staff of subordinates, advise, instruct and train personnel. Ability to write and speak effectively, deal with the public diplomatically and establish effective working relationships with individuals and groups. Skill in the use of firearms and police equipment. Ability to utilize a personal computer system sufficiently to perform basic word processing functions and access the department's database and electronic mail system. Must be able to read, comprehend, interpret and explain complex written materials pertaining to law enforcement.**

**MINIMUM QUALIFICATIONS REQUIRED:**

**High School Diploma or General Educational Development Certificate required. U.S. Citizen, at least 21 years of age. Possession of requisite level of certification by the Rhode Island Municipal Police Training Academy and a valid Rhode Island driver's license, OR any equivalent combination of education and experience which demonstrates possession of the required knowledge, skills and abilities. Must be serving as a Lieutenant at the time of appointment.**

**Ability to maintain the physical qualifications set by the department.**

**PHYSICAL EXERTION/ENVIRONMENTAL CONDITIONS:**

**Work involves occasional strenuous exertion and considerable mental stress. Generally performed indoors, with occasional exposure to the elements or requirement to sit or stand for protracted periods of time.**