



Town of Tiverton, Rhode Island

Employment Contract

The AGREEMENT entered on the 24th day of October 2022, by and between the Town of Tiverton, Rhode Island, a municipal corporation hereinafter referred to as the "Employer", and William S. Bailey III 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 November 14, 2022 and ending on November 13, 2025. Consideration being granted, that the Employee shall serve a six month probationary period from 11/14/22-5/13/23. 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 what so ever. 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.

It is acknowledged that the Fire Chief is responsible for being on call 24/7 except as defined in this contract. As an exempt employee, the Fire Chief does not receive additional compensation for time while "On Call" or responses from Friday at 4PM through Sunday while he may be available during this period. Therefore, the Fire Chief will be allowed to adjust his work schedule for the week following an "On Call or Duty" weekend where he was responsible a Fire Chief and or Emergency Management Director by shorting the week by no more than one day for the on-call weekend worked with the approval of the 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 Town Administrator permits the Employee to continue as an adjunct faculty instructor with the Community College of Rhode Island. Any other outside employment requires the prior approval of the Town Administrator.

A position description is attached hereto.

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 \$96,000 in year one of this contract, beginning on November 14, 2022, prorated on a monthly basis for the first six months with an increase after six months (5/13/23) to \$98,500 prorated on a monthly basis for the next six months. The Chief salary is paid from two budget components, one being the department chief salary account and the other being an emergency management director's salary line item account. 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 an appropriate Fire Department vehicle for use as Fire Chief, including all operating, maintenance and associated expenses for said vehicle. Said vehicle is to be used by the Fire Chief in connection with his performance of Fire Chief's duties. Said vehicle may be used by the Fire Chief for personal reasons while the Fire Chief is "On Call" twenty four hours per day in the event of an emergency. The vehicle assigned to the Fire Chief may not be operated by any other person than the Fire Chief or person duly authorized by the Fire Chief (the Chief may assign his vehicle while his out on vacation or extended sick leave) for fire or other emergency purposes.

The Town will provide a cell phone for work-related use.

The Employee will be further compensated as per the attached Fiscal Impact Statement to receive an EMS incentive equal to \$62.50 per week. The EMS stipend will be adjusted to reflect any changes offered and approved to the fire department staff as a result of contractual negotiations.

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. The Town agrees to provide the Fire Chief with the following items at town expense:

Fire Coat, CPR Mask, Hitch Boots, Leather Gloves, Night Hitch, Hood, Night Suspenders, Fire Helmet, SCBA Mask, Mittens, Lapel mics, Radio case, Portable radio, two (2) batteries, one (1) charger and an initial set of one (1) dress blue uniform.

There after the town agrees the Chief will be paid the January 2023 \$650.00 clothing allowance payment and each clothing allowance of \$1300.00 (1/2 \$650 in July and the other 1/2 \$650 in January) as is paid to all firefighters according to the IAFF contract..

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.

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:

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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 |
| 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 will be granted another day to be determined by the Town Council 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.

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.

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).

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. In the event the Employer does not provide the notice referenced in the preceding sentence, this Agreement will expire by its terms on November 13, 2025.

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: William S. Bailey, III
93 Peckham Avenue
Middletown, RI 02842

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 24th day of October 2022

Town of Tiverton:


Town Council President

Employee:


William S. Bailey, III

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 24th day of October 2022.

CLERK OF THE TOWN COUNCIL:

Signed: Joan B Chabot

Date: 10/24/2022

Printed Name: Joan Chabot