



Town of Tiverton, Rhode Island

Employment Contract

The AGREEMENT entered on this day of 23rd in the month of July; 2024, by and between the Town of Tiverton, Rhode Island, a municipal corporation hereinafter referred to as the "Employer", and Patrick W. Jones to serve in the position of Chief of Police, 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 July 22, 2024 and ending on July 22, 2027.

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 the Tiverton Chief of Police. 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, cooperation, 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 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 salary of \$121,973.00 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 written evaluation, 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 part, the aforesaid annual salary shall be prorated on an annualized basis.

The average hours per week are expected to be forty (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 cell phone for work-related use.

The Employee will be further compensated as per the attached Fiscal Impact Statement with a nine (9%) percent longevity applied to the base salary and payable at the first payroll period in July.

5. CLOTHING ALLOWANCE

The Employee shall receive an annual uniform allowance of \$1,350.00 payable at the first payroll period in July.

6. MOVING AND RELOCATION

Not Applicable

7. RETIREMENT

The Employee shall participate in the Police Department Private 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.

The Employee will contribute 1.25% of his base salary year one, 1.50% in year two, and 1.75% in year three towards 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 thirty (30) days leave per year which will be awarded on the anniversary date of this agreement or other agreed upon date. IT is agreed that during the term of employment, the Employee may not carry forward more than ten (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, shall carry over to the new 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 and shall be carried over to any subsequent Employment Contract with a maximum number of days accumulated limited to one-hundred (100). 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, sister, and two (2) work days for father-in-law or mother-in-law, grandparent, aunt, or uncle. Additional leave may be granted at the discretion of the Employer for any Bereavement Leave.

12. HOLIDAYS

The Employee shall be entitled to time off with pay for the following holidays.

New Year's Day	Martin Luther King Day
President's Day	Good Friday (Half Day)
Memorial Day	July 4 th / Independence Day
Victor Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day and the Friday after	Juneteenth

Christmas Day and a half day on Christmas Eve

In the event that the State of Rhode Island eliminates Victor Day as a legally paid holiday, the Employee will receive May 15 (Police Officer's Memorial Day) as a replacement. The employee will receive holiday pay in addition to normal pay at \$375.00 per holiday capped at fourteen (14) and a maximum of \$5,250.00 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 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 one-hundred thousand dollars (\$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 HAS deductible account will remain the same at \$4000.00 annual for the duration of this contract, with payroll deductions made by the Employee to reimburse the Town from front loading the deductible account.

In lieu of this benefit, the Employee may choose to be compensated at the rate of three thousand dollars (\$3,000.00) for family or one thousand dollars (\$1,000.00) 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 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 \$5,000.00 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 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 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 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 from a period of more than six (6) months in any twelve (12) month period.
- d. Suspension or Discharge from Cause. Employee may be suspended with or without pay, or discharged from cause during the term of this agreement. "Cause" includes, but is not limited to, (1) being officially charged with a felony or 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 Tiverton Town Charter.
- e. The Employer may terminate Employee or suspend Employee for a designated period of time in accordance with section. Any such termination or suspension of the Employee during the term of this agreement shall be governed by the Tiverton 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 Employee's final paycheck and at a 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 Employee's employment shall be considered by the Employer in the last three months of the Employee's employment contract. Not later than thirty (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 the 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:

TOWN: Town Administrator

 Town of Tiverton
 343 Highland Road
 Tiverton, RI 02878

EMPLOYEE: Patrick W. Jones
 1147 Stafford Road
 Tiverton, RI 02878

Alternatively, notices pursuant to this agreement may be personal 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 law 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 in 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

The Employment Contract contains the entire understanding and agreement between the Town and the Employee with regard to all matters referenced herein and may be modified except in writing signed by the Employee and an authorized representative of the Town. This Agreement supersedes in entirety any and all previous agreements whether written or oral between the Town and the Employee.

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

This agreement is executed this 23rd day of July, 2024

Town of Tiverton:

Employee:

Denise McAdams
Town Council President


Patrick W. Jones

ATTESTED, that this Contract of Employment was approved by the Tiverton
Town Council by action duly taken on the 23 day of JULY, 2024.

Joan B Chabot
Clerk of the Tiverton Town Council

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 13th day of March, 2018

Council President

Denise deMedeiros *Denise M deMedeiros*

Police Chief

Patrick Jones *PJ*



TIVERTON POLICE DEPARTMENT GENERAL ORDERS

Subject: Job Descriptions	General Order Number: 200.20	
Section: 200 – Administration	Subsection: 00 - Organization	
Amends/Supersedes: Job Descriptions (09/16/2014)		
Effective Date: 09/16/2014	Revised Date: 01/19/2021	Review Date: As Needed
Per Order Of: Patrick W. Jones, Chief of Police		
RIPAC: 3.1, 3.5		
Distribution: All Department Members		

NOTE: This written directive is for the internal governance of the Tiverton Police Department, and is not intended and should not be interpreted to establish a higher standard of care in any civil or criminal action than would otherwise be applicable under existing law.

INDEX WORDS: Chief of Police, Deputy Chief of Police (Major), Captain, Lieutenant, Sergeant, Planning & Training Sergeant, Detective, Patrol Officer, School Resource Officer, Armorer, Firearms Qualification Officer, Field Training Officer, Records Clerk, Communications Center Operator, Chief Administrative Assistant, Animal Control Officer, Maintenance, Reserve Officer, Special Police Officer.

I. POLICY

It is the policy of the Tiverton Police Department to provide each employee with a written job description that outlines their duties.

II. PURPOSE

The purpose of this policy is to create a written job description for each personnel position within the Police Department. In that way, all employees will know what is expected of them, the task of personnel evaluation will be made easier, and by identifying the essential elements of each personnel position. Job descriptions provide key elements in achieving more effective management and supervision. The department will be able to better target its recruiting efforts as well as complying with the provisions of the Americans with Disabilities act. Job descriptions shall be available to all personnel.

III. JOB DESCRIPTIONS

The following are the formal job descriptions for each personnel position within the Tiverton Police Department:

A. CHIEF OF POLICE

JOB SUMMARY:

The Chief of Police is responsible under the general direction of the Town Administrator for the overall management and direction of the Tiverton Police Department in enforcing the laws of the State and ordinances of the Town. The Chief shall exercise the powers and perform the duties imposed by law upon and required of Police Departments and their Chiefs. The Chief is appointed for a three (3) year term by the Town Administrator under a contractual arrangement and may be demoted, suspended or dismissed without cause. The Chief is eligible for reappointment for successive three (3) year terms at the discretion of the Town Administrator, provided that he or she shall pass a physical examination prior to each reappointment, and further provided that the reappointment shall be on a contractual basis.

SUPERVISION RECEIVED:

Appointed by and directly responsible to the Town Administrator, the Chief of Police operates with considerable independence, latitude and personal judgment. The Town Administrator through conferences, reports, and departmental performance reviews the Chief's work.

SUPERVISION EXERCISED:

The Chief of Police is the ranking command officer in the Police Department and supervises directly, or through subordinate command level personnel and supervisors, a staff of law enforcement, communications center, and support personnel. The Chief advises the Town Administrator relative to the appointment and promotion of subordinate officers and consults with the Town Administrator regarding the Administrator's recommendations to the Town Council for further organization of the Police Department into divisions, offices or grades. The Chief makes recommendations to the Town Administrator relative to the issuance and timely updating of rules and regulations governing the Police Department.

The Chief has the authority and responsibility to direct and control all employees of the Police Department in the day to day performance of their official duties, to maintain the efficiency of police operations, to oversee the efficient and economical use of police facilities and equipment, and to take reasonable action to carry out the purposes of the Police Department that may arise in emergency situations, including circumstances of a critical nature calling for immediate action to protect the public interest.

The Chief is responsible for the periodic performance evaluation of departmental personnel and for administration of discipline consistent with the provisions of State law, the Town charter, and the collective bargaining agreement. The Chief is responsible for the department's compliance with Rhode Island police training laws

and regulations, including but not limited to those that affect the hiring, initial and ongoing training of police officers.

EXAMPLES OF DUTIES:

Establishes department values, mission statements, goals and objectives and long-range plans consistent with the policies of the Town Administrator, based upon the needs of the Town and the Police Department, and continually evaluates the effectiveness and responsiveness of the Department.

Directs, coordinates, and keeps apprised of all department procedures, practices and functions; establishes and maintains formal channels of communications through which information must flow and specific authority is delegated; takes necessary steps to improve police operations. Reviews department activities to determine problem areas, crime trends, and the need for special action. Reviews, researches, and delineates laws and ordinances.

Conducts staff meetings, reviews schedules and personnel plans, and maintains discipline within the department. Solves personnel problems in accordance with established Town policy and the collective bargaining agreement, such as discipline, scheduling, morale and training. Initiates and reviews investigations of cases of alleged or apparent misconduct of personnel. Reviews the workload and productivity of officers.

Cooperates with other Town, State and Federal law enforcement officials in the apprehension and detention of wanted persons and with other Town departments as a member of the Town Administrator's management team and where activities of the Police Department are involved.

Serves as primary representative of the department with civic organizations, public interest groups, elected representatives, and schools by attending meetings related to public safety problems and enforcement. Oversees the preparation and dissemination of information to the news media consistent with laws pertaining to freedom of information and confidentiality of records. Testifies at Law Enforcement Officers Bill of Rights hearings as required.

Oversees development of the departmental budget and presents annual budget requests to the Town Administrator. Administers departmental budget in accordance with established Town policy. Oversees departmental billings for outside work and other charges. Oversees the development of work schedules, the approval of leave for employees, approval of request from officers to engage in outside employment, administration of mutual aid pacts, and the issuance or denial of various licenses and permits. Oversees the maintenance of adequate inventory records of department-owned property and the proper chain of custody and security of evidence and recovered property in the hands of the department.

Advises and assists department personnel in non-routine matters and personally participates in more difficult police problems. Arranges for the proper prosecution

of department cases before the district court and at motor vehicle hearings, and monitors the results of the prosecution function.

Provides necessary oversight of the department's overall training program and monitors it to ensure that all training activities are consistent with department goals and objectives.

Arranges for traffic surveys. Determines that the department is maintaining an adequate traffic law enforcement effort targeted at reducing traffic collisions and relieving congestion. Determines that an adequate records system is in place to provide management information for the administration of the department, including information for an Annual Report, and submission of the necessary reports such as Uniform Crime Reports and Traffic Accident Reports to the appropriate authorities.

May assume field command at the scenes of natural disasters, serious crimes and other emergencies.

As a sworn police officer, takes appropriate action upon observing law violations or when necessary to keep the peace or to provide emergency assistance to other officers.

Performs other related duties as required.

PHYSICAL SKILLS REQUIRED

Must be able to carry out law enforcement functions in an emergency, including the ability to make physical custody arrests, search and handcuff prisoners if required.

Must be able to qualify with service weapon and utilize other self-defense equipment.

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

Must be able to use physical force when necessary to defend self or third parties or to make arrests.

Must be capable of occasional strenuous activities to accomplish police purposes.

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

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

Must be able to use a personal computer for word processing functions and to query various databases.

Must be able to stand or sit for protracted periods of time such as in the operation of a command post.

Must be able to administer first aid and cardiopulmonary resuscitation.

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

Must be able to remain calm and think clearly in emergencies, and to adapt to both long-term and short-term stress, and have no mental disease or defect that would impair clear judgment and appropriate behavior.

Performs other related duties as required.

OTHER KNOWLEDGES, SKILLS AND ABILITIES REQUIRED:

Thorough knowledge of the principles and practices of modern police administration and police methods. Extensive knowledge of the standards by which the quality of police services is evaluated and the use of police records and their application to police administration. Thorough knowledge of statutes, court decisions and ordinances relating to law enforcement. Ability to plan, organize, staff, direct and control the work of a number of subordinates performing varied operations connected with police activities. Ability to develop proper training and instructional procedures. Ability to establish and maintain effective working relationships with other Town officials, State and Federal authorities, civic leaders, and the public. Ability to read, interpret, understand and explain complex written materials pertaining to criminal justice and public administration. Ability to prepare and present effectively, oral and written material pertaining to the activities of the department.

MINIMUM QUALIFICATIONS REQUIRED:

Bachelor's degree in Criminal Justice, Police Administration, or related field with course work in management and budgeting and significant, progressively responsible experience in law enforcement management and supervision preferred, OR any equivalent combination of education and experience which demonstrates possession of the required knowledge's, skills and abilities.

United States citizen, at least 21 years of age.

Ability to meet certification requirements of the Rhode Island Police Academy at the appropriate level, and possess a valid driver's license.