



**Town of Little Compton
Post Office Box 226
Little Compton, Rhode Island 02837**

CONTRACT AGREEMENT FOR FIRE CHIEF

Pursuant to the Little Compton Home Rule Charter of 1 January 1995, the following agreement is entered into between the Little Compton Town Council and Robert H. Wimer.

1. Effective Date: 1 June 2008
2. Type of Agreement: At-Will
3. Duration of Agreement: Through 30 June 2011. As used herein:
 - a) Year 1 is 1 June 2008 to 30 June 2009
 - b) Year 2 is 1 July 2009 to 30 June 2010
 - c) Year 3 is 1 July 2010 to 30 June 2011
4. Terms of Agreement:
 - a) Duties shall include those specified in Section 902 of the Home Rule Charter as well as all other duties as set forth in Rhode Island General Laws and/or Little Compton Town Ordinances.
 - b) This is an at-will position. Hours shall be flexible but shall be no less than 40 hours per week. The Fire Chief, when available to respond, is on call twenty-four hours a day, seven days a week. Normal working hours are 0700 to 1600, Monday through Friday, including lunch and physical training.
 - c) The salary for the Fire Chief in this position is:
 - Year 1: \$50,000 per year
 - Year 2: \$51,500 per year
 - Year 3: \$53,045 per year
 - d) Uniform allowance is \$1200 each year.
 - e) Vacation allowance is two weeks per year with pay in Years 1 and 2, and three weeks per year with pay in Year 3.
 - f) Holidays are twelve days per year paid at the rate of one quarter of weekly salary. Said holidays shall be those specified in Town Ordinance 10-1.7.e.
 - g) Sick Leave shall be 80 hours per year, with a maximum lifetime accumulation of 1600 hours. If retirement or death occurs during the duration of this agreement the Chief or his heirs shall be paid for fifty percent of all unused sick leave. Hourly value of sick leave is figured by dividing yearly salary by 2080. If sick leave extends beyond five working

days, the Town at its discretion may require a report from the Chief's doctor and may require a fitness report from said doctor upon the Chief's return to work.

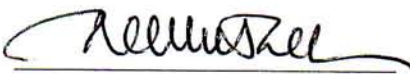
- h) Merit pay shall be awarded the Chief each year on 30 June for successful accomplishment of goals established for the fiscal year. Merit pay shall be calculated up to five percent of salary.
- i) The Fire Chief will be provided healthcare insurance (medical and dental) equivalent to that provided to other members of the Fire Department. He will pay, via pre-tax deduction, the following share of the cost of his medical policy:
 - Year 1: \$1,092
 - Year 2: \$1,200
 - Year 3: \$1,300
- j) Accidental Death, Disability and Life Insurance are provided in accordance with Town Ordinance 10-1.7.h.
- k) The Fire Chief will be covered by the Town Pension Plan, with no personal contribution required.
- l) A vehicle and cell phone are provided for official use.

5. Conditions of Agreement

- a) This is an at-will agreement, therefore, the Chief may be dismissed by the Council at any time following notice and the granting of a public hearing if requested (Home Rule Charter Section 902). Notwithstanding the prior sentence, dismissal will only be for just cause. Just cause shall be defined as immorality, conviction of a felony or other crime involving moral turpitude, repeated failure to comply with established Town policy and/or continuing neglect of duties.
- b) The Chief agrees to emphasize a program of physical fitness in the department, and to lead that program through personal example. Specifically, he agrees to reduce by 50% his use of tobacco products in his first year of employment, with a goal of ceasing smoking completely.

In witness whereof the Town Council and Robert H. Wimer have caused this agreement to be executed and the Town Council President is duly authorized by the Town Council to sign on behalf of the Town Council.


Robert H. Wimer


Robert L. Mushen
Town Council President

Date: August 5, 2008

Notary: Carol A. Wordell

Carol A. Wordell
Notary Public
My Commission Expires 6-30-2009