

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

CONTRACT FOR POLICE 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 Antone Marion III:

- 1. Effective Date of Agreement: 4 September 2014.
- 2. Duration of Agreement: Through 30 June 2019. Either party may notify the other party of its intent to re-negotiate or to terminate this contract with ninety days advance notice.
- 3. Terms of Agreement:
 - a. Duties shall include those specified in Section 901 of the Home Rule Charter as well as all other duties as set forth in Rhode Island General Laws and Little Compton Town Ordinances.
 - b. Hours shall be flexible but shall be no less than forty hours per week. The Police Chief, when available to respond, is on call twenty-four hours a day, seven days a week.
 - c. Annual salary (paid in bi-weekly payments):
 - FY15: \$80,921, with review after four months.
 - FY16: TBD
 - FY17: TBD
 - FY18: TBD
 - FY19: TBD
 - d. Uniform allowance: \$1,100 per year, payable in two installments, on 15 October and 15 April.
 - e. Vacation allowance: 200 hours per year. Carryover of one week of vacation to the next fiscal year will be allowed, in accordance with Town policy.
 - f. Holidays: Twelve days with pay per year as specified in Town Ordinance 10-1.7.e.

- g. Sick Leave shall be granted at 10 hours per month, with a maximum lifetime accumulation of 2160 hours. If sick leave extends beyond five 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 his return to work. It is agreed that the Chief shall retain any previously accrued sick leave as a Little Compton Police Officer. Hourly value of sick leave is figured by dividing yearly salary by fifty two weeks by forty hours. Upon retirement or death, thirty percent of unused accumulated sick leave value shall be paid to the Chief or his estate, payable in twenty-four monthly installments over two years.
- h. Merit pay up to 7% of salary shall be awarded the Chief each year on 30 June for successful accomplishment of goals established for the fiscal year. The goals are to be established by mutual agreement of the Chief and Town Council and the award is subject to a Town Council vote on the recommendation of the President. Goals for FY15:
 - Provide recommendation(s) for replacement for Lieutenant and (if necessary) for Sergeant in accordance with the collective bargaining agreement.
 - Prepare and begin implementation of a training plan which cross-trains members of the department in all applicable MEDS (Medical Emergency Dispensing System) billets.
 - Achieve full compliance with NIMS (National Incident Management System) annual goals.
 - Successfully procure a public safety grant or law enforcement initiative.
 - Establish a long-term department hiring policy and process.
- i. The following health insurance benefits are provided by this contract:
 - Medical. The Chief shall pay a share of the cost of his plan, deducted in equal installments from each paycheck. The share will be \$3,400 in FY15 and TBD thereafter.
 - Dental.
 - Upon retirement, the Chief shall receive medical insurance coverage until he (a) secures employment with equivalent medical insurance, (b) receives equivalent insurance under a policy held by his wife, or (c) becomes eligible for Medicare. Equivalence is to be measured in terms of policy benefits and employee cost.
- j. Accidental Death, Disability and Life Insurance are provided in accordance with Town Ordinance 10-1.7.h.
- k. Pension: The Chief will be covered by the Town Pension Plan.
 - The Chief's years of service as a Little Compton Police Officer shall be counted in calculation of his pension.
 - Upon completion of twenty-eight years of service, the Chief may elect normal retirement with pension compensation equal to fifty-six percent of salary. For each additional year of service completed, the rate of compensation will

- increase by two percent, to a maximum of sixty percent of salary after thirty years of service.
- After normal retirement, the monthly retirement benefit will increase on July 1 of each year by two percent to reflect a cost-of-living increase. The first such increase after normal retirement will be adjusted, as necessary, to a pro rata share of two percent which reflects the number of months since retirement.
- Disability retirement, if applicable, will be governed by Town Ordinance Chapter XIX.
- A vehicle and cell phone shall be provided for official use.
- 4. Conditions: Per Home Rule Charter Section 901, the Chief may be dismissed by the Council at any time following notice and the granting of a public hearing if requested. Not withstanding 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.

In witness whereof the Town Council and Antone Marion III 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 L. Mushen Town Council President

Date: <u>Suprember 30, 2014</u>

Notary: <u>Mercia A. Oliveira</u> 7) # 42894

My Commission Expires: <u>3-12-2018</u>