



# Town of Tiverton, Rhode Island

## Employment Contract

The AGREEMENT entered on the 12th day of February 2024, by and between the Town of Tiverton, Rhode Island, a municipal corporation hereinafter referred to as the "Employer", and Joshua Ferreira to serve in the position of Deputy 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 February 12, 2024 and ending on February 11, 2027. Consideration being granted, that the Employee shall serve a six-month probationary period from 02/12/2024-08/11/2024. 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 cause. 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 Deputy Tiverton Fire 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 Town Administrator. The Administrator acknowledges the Employee is a member of the Dartmouth Fire Department District and will continue to support said department at times he is not required to be on duty in Tiverton and that any duty he performs for Dartmouth will not conflict with the Tiverton Fire Department of his position as Deputy Chief.

**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 \$85,500 in year one of this contract, beginning on February 12, 2024, prorated on a monthly basis for the first six months with an increase after six months (08/11/2024) to \$87,000 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 Fire Chief to 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, who will be on call 24/7 and as such will be provided with a Town vehicle and a Town 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 \$72.50 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.

The Employee will be further compensated as per the attached fiscal impact statement with an eight (8%) percent longevity to the base salary as a continuation of his tenure in the Tiverton Fire Department.

**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 Deputy Fire Chief uniform needs. The Town agrees to provide \$400.00 between 02/12/2024 and the July payment of \$650.00 to assist the Deputy Chief with his initial purchase of uniforms.

The attached list of clothing and equipment will be provided at no cost to the employee as a condition of being promoted to Deputy Chief:

Fire Coat, CPR Mask, Hitch Boots, Leather Gloves, Night Hitch, Hood, Night Suspenders, Fire Helmet, SCBA Mask, Mittens, Lapel Pins, Radio case, Portable Radio, two (2) batteries, one (1) charger, and a new Class A uniform to reflect the position of Deputy Chief.

**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.

The Employee retains his property right to the 1568 hours of sick leave he has accrued through his career in the Tiverton Fire Department prior to being named Deputy Chief and will be allowed to cash in the accrued hours upon retirement, at the then Captain's hourly rate of pay at the time of retirement based upon the current formula outlined in the IAFF Local 1703 contract provision XVII Section 2 (language comes from the current 7/1/22-6/30/25 IAFF contract). 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 for either he or his family. 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  
President's Day  
Memorial Day  
Victory Day

Martin Luther King Day  
Good Friday (Half Day)  
Independence Day  
Labor Day

Columbus Day  
Thanksgiving Day and the Friday after  
Christmas Day and half a day on Christmas Eve

Veteran's Day

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 \$300.00 per holiday capped at twelve (12) and a maximum of \$3,600.00 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.

The Employee will be covered for an annual \$100.00 glasses for himself and each member of his family.

Employee retains retiree health provisions outlined in the IAFF Local 1703 contract Article X Section 3B that states said employee will retain health insurance coverage until he is Medicare eligible with the caveat that the retiree is responsible for paying the full calendar year deductible and that the town will subsidize the first ten years of

the annual payment by providing \$2,000.00 to the employee for a maximum of ten years or until the retire becomes Medicare eligible, whichever comes first.

**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.

**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.

**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<br>Town of Tiverton<br>343 Highland Road<br>Tiverton, RI 02878 |
| (2) EMPLOYEE: | Joshua Ferreira<br>16 Terry Drive<br>Dartmouth, MA 02748                          |

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 12<sup>th</sup> day of February, 2024

Town of Tiverton:

Employee:

\_\_\_\_\_  
Town Council President

\_\_\_\_\_  
Joshua Ferreira

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 12<sup>th</sup> day of February 2024.

CLERK OF THE TOWN COUNCIL:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Joan Chabot



# Tiverton Town Administrator

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

## Memorandum

Date: February 12, 2024

To: Town Council

From: Christopher Cotta, Town Administrator - Interim

RE: Fiscal Impact Statement / Contract with Deputy Fire Chief

The attached contract with Joshua Ferreira is subject to ratification by the Town Council. The starting salary in year one will be \$85,500 which after a six-month probationary period, may be increased to \$87,000, the budgeted amount for this position in FY2024. The fiscal impact will be as follows:

	Current	Proposed	Difference
Base Salary	62,834	87,000	24,166
Longevity	5,027	6,960	1,933
Holiday	2,904	3,600	696
FICA 7.65%	5,414	7,464	2,050
EMS Incentive	3,770	3,770	0
FICA 7.65%			
MERS/TIAA 26.494%	18,748	25,848	7,100
Health Ins HSA 2000/4000	18,684	18,684	0
Employer HSA	1,000	1,000	0
HSA Mngmt Fee	45	45	0
Life & AD&D Insur	228	538	310
Dental Insurance	925	925	0
<b>TOTAL</b>	<b>119,579</b>	<b>155,834</b>	<b>36,255</b>

The above changes will take effect upon Town Council Ratification on 02/12/2024



# Tiverton Fire Department



## Tiverton Fire Department

### Deputy Fire Chief

#### *Characteristic Work of the Position:*

This work is performed at the professional levels in the fields of fire service suppression, rescue, training, supervision, emergency medical response and administration.

#### *Duties:*

Under the general direction of the Tiverton Fire Chief, serve as principal assistant to the Chief in organizing, directing, supervising, discipling, and coordinating activities associated with the department and the activities of the four platoons, ensuring effective and efficient daily operational practices and effective and efficient firefighting techniques and procedures.

The Tiverton Deputy Fire Chief will be responsible for the efficient operation of the department during the Chief's absence.

Serves as the Tiverton Fire Department's Training and Personnel Officer. Ensures that all four work groups are receiving consistent training in accordance with Tiverton Fire Department Standard Operating Guidelines (SOGs). In conjunction with the Fire Captains and Lieutenants, ascertains and develops training requirements. Assists the Fire Chief with developing and implementing training programs.

Assists the Fire Chief in grievance processing; responding to employee inquiries about the Town of Tiverton Fire Department policies and procedures.

Supervises Shift Commanders in the enforcement of all department administrative, operational and personnel policies and procedures, including facilities, apparatus and equipment maintenance.

Responds to fires and emergencies, when necessary, and assist in directing firefighting activities at greater alarm fires.

Represents the Tiverton Fire Department when requested by the Fire Chief at government, professional and public meetings and activities.

Assists the Fire Chief with Emergency Management duties as required.

Assists with Fire Prevention duties such as inspections and plan reviews as needed.

Performs other duties as required or as responsibilities necessitate.



# Tiverton Fire Department



## ***Basic Knowledge:***

Obtains competitive quotes and bids from potential vendors relative to material and equipment purchases.

Maintains confidential files concerning specifications, bids, vendors, and departmental equipment and materials.

Assists in compiling data for annual Fire Department budget.

Assists with grant preparation, conducts research, and provides information to the Fire Chief for special projects, as assigned. Prepares and distributes correspondence and other materials to appropriate staff. Performs other related duties as required.

Strong background in logistics, information systems and communication systems.

Proven background and progressive experience in fire department management.

## ***Job Specific Requirements:***

Open to rank of Captain or Lieutenants with over 20 years of experience.

Valid driver's license and a safe driving record.

NFPA Fire Inspector 1 Certification or willingness to work toward this designation in the first year as Deputy Fire Chief.

Considerable knowledge of current fire-fighting tactics, equipment, methods, and techniques. Associate's Degree or Bachelor's Degree in Fire Science preferred.