

Hopkins Hill Fire/Rescue

Frank M. Brown Jr.
Chief
1 Bestwick Trail
Coventry, RI 02816

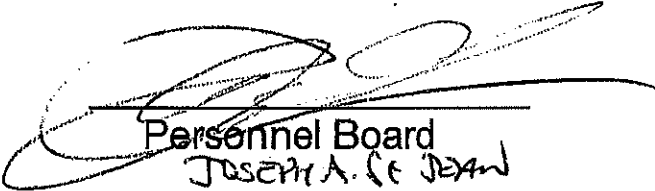
Telephone: (401) 821-8866
FAX: (401) 826-3779

September 13, 2021


Fire Chief's Contract

1. All provisions of the Fire Chief's Contract dated June 12, 2002 would remain in full force for a new agreement period July 1, 2012 thru July 1, 2018 and July 1, 2018 to June 30, 2021 and September 1, 2021 to August 31, 2024

Signed this 13 day of Sept, 2021



Personnel Board
JOSEPH A. LEJEUNE



Frank M. Brown Jr.

EMPLOYMENT AGREEMENT

This document sets forth the terms and conditions of the employment of FRANK M. BROWN as Fire Chief of the Hopkins Hill Fire District.

The parties to this agreement acknowledge that it is contractual in nature, based upon the mutual promises and due consideration contained herein.

Frank M. Brown is a resident of the Town of Coventry, State of Rhode Island, is a career firefighter in the Town of North Kingstown, and has served as Fire Chief of the Hopkins Hill Fire District since 1993.

The Hopkins Hill Fire District is a Fire District created and authorized under the laws of the State of Rhode Island

Both parties acknowledge that Frank M. Brown is a tenured, full-time career firefighter with the Town of North Kingstown Fire Department, and that his service to the Town of North Kingstown is less than that required for him to have earned a service pension. Both parties acknowledge that Frank M. Brown is married with young children, and is relying upon the representations of the Hopkins Hill Fire District relating to the terms of this agreement in deciding whether or not to leave his secure employment with the Town of North Kingstown. This agreement is offered as an inducement for said Frank M. Brown to terminate his employment with the Town of North Kingstown Fire Department, and become a full-time career employee of the Hopkins Hill Fire District.

Both Frank M. Brown and the Hopkins Hill Fire District contemplate that in the future, the Hopkins Hill Fire District will merge and consolidate with adjoining Fire Districts and Fire Departments. It is the intent of the parties that this agreement be binding upon any and all successor organizations which may result from such a merger or consolidation. The term "District" as used hereinafter shall refer to the Hopkins Hill Fire District, and any successor organization or organizations.

SECTION 1 TERM OF OFFICE

1. The District agrees to hire and employ FRANK M. BROWN as Fire Chief, also referred to as Chief of Department, and Chief, for a period of ten (10) years, commencing on July 1, 2002, and terminating on July 1, 2012, unless extended as hereinafter provided.
2. FRANK M. BROWN agrees that because this is his primary employment he will not become engaged in any position which would impact in an adverse manner upon this responsibility or which would constitute a conflict of interest or a violation of ethics laws.

SECTION 2

DUTIES OF POSITION

The duties of the position of Fire Chief shall be governed by and be consistent with the Charter, By Laws, and Rules and Regulations of the District, as the same may from time to time be amended. Operating within said framework, the Chief shall develop policies for the District to be proposed for adoption by the Executive Committee, which upon approval by the Executive Committee shall be implemented by the Chief. Subject to said framework, the Chief shall have complete control and authority to administer the internal workings and day to day business of the District.

SECTION 3 HOURS OF WORK

The District is a twenty-four hour a day, seven day a week operation. Because of the nature of the District's mission, it is recognized that the duties of the Chief will require that he schedule himself to work those hours necessary to accomplish the responsibilities of the position.

These hours may not be those associated with the typical eight hour business day, 9:00 a.m. to 5:00 p.m., nor with the typical work week of five days a week, Monday through Friday.

To function effectively, the Chief will be required to participate in community activities, make field inspections of District operations, attend collective bargaining sessions, attend meetings, attend training classes both as a student and as an instructor, respond to emergencies, participate in investigations, and represent the District at various municipal and private functions, any of which may take place on nights, weekends and holidays. During any such activities, the Chief shall be considered to be working on District business. It is expected that the Chief will spend such time as is necessary to ensure the efficient operation of the Fire District while at the same time providing for a sufficient amount of time for personal leisure.

SECTION 4 COMPENSATION AND BENEFITS

- A. **SALARY.** The annual base compensation for the Chief during the first year of this agreement shall be \$52,500.00, paid in bi-weekly installments. Thereafter, the Chief shall receive as a pay raise, either: (1) the same salary increase granted to District Paid Personnel through the Paid Personnel Contract, or by any successor agreement, or by any collective bargaining agreement by and between the District and a bargaining agent for the District's firefighters, or (2) a three (3%) percent raise per year, which-ever is greater.

- B. **BENEFITS.** The Chief shall also receive all of the benefits provided by the District to the Paid Personnel through the Paid Personnel Contract, or by any successor agreement, or by any collective bargaining agreement by and between the District and a bargaining agent for the District's firefighters, except as herein modified. Specifically, the benefits that the Chief shall receive include, but are not limited to: longevity pay, vacations, sick leave, paid holidays, clothing allowance, health insurance, life insurance and pension program, except as otherwise provided herein.
- C. **OVERTIME.** The Chief shall not be entitled to overtime compensation for hours worked as Fire Chief in excess of his normal schedule. However, in the event that full-time firefighters are not available to work overtime for a night, weekend or holiday shift, the Chief may work that shift and shall be compensated at the Top-Step Firefighter overtime rate of pay.
- D. **SALARY AND BENEFIT INCREASES.** Both parties contemplate that over the course of this agreement the Hopkins Hill Fire District, and any successor organization or organizations, will be expanding in terms of coverage area, number of career employees, number of stations, number of apparatus, overall responses, and scope of services. It is contemplated that the Chief's salary and benefit package will be commensurate with the increased workload and responsibilities. For this reason, salary and benefits once established, may not be diminished in any way without the Chief's permission, but may be added to at the District's discretion at any time. In addition, the Chief may, on an annual basis, file a written request to the District for additional salary and benefit increases over and above what is provided for herein, together with such supporting information as he deems warranted. Such a request must be filed with the District at least 30 days prior to July 1st of each year, and shall be acted upon promptly by the Executive Committee after due consideration.
- E. **COMPENSATION IN LIEU OF BENEFITS.** At the Chief's option, the Chief may decline the receipt of a Medical Health Insurance benefit and instead receive from the District, a cash payment equivalent to what the cost would have been for the District. For purposes of the first year of this agreement, the Parties hereby stipulate that the cost of the Medical Health Insurance benefit to which the Chief is entitled is \$4,700.00.
- F. **ACCRUED BENEFITS.** The Chief shall begin his employment on July 1, 2002, with four hundred (400) hours of vacation time, and twelve hundred (1200) hours of sick leave. Thereafter, vacation and sick leave shall accrue pursuant to the Paid Personnel Contract, or successor agreement, unless otherwise agreed to under the terms of this agreement. The parties hereto recognize and acknowledge that due to the responsibilities associated with managing the District, it may be difficult or impossible for the Chief to utilize all of the annual vacation leave to which he is entitled. Therefore, the Chief may accrue unused vacation leave, which, at the

Chief's option, may be paid to him on an annual basis, or in the alternative, may be added to the accrued vacation leave that the Chief has already accumulated.

- G. SENIORITY. For all purposes relating to the Chief's employment, his date of hire shall be considered to be October 17, 1988.
- H. USE OF SICK LEAVE. The Chief shall have the option to utilize accrued sick leave as personal leave time.
- I. PENSION. The Chief shall be enrolled in the State of Rhode Island pension system for municipal firefighters, and the District shall take such steps as are necessary to ensure that the Chief's credit for service in the Town of North Kingstown are properly credited and counted toward his pension with the District, provided, however, that the District shall not be required to incur any financial liability for contributions that have been, or should have been made by the Town of North Kingstown.
- J. RETIREMENT BENEFITS. Upon retirement, the District shall provide the Chief, his spouse, and dependants with the same medical health insurance as provided to District employees at the time of his retirement, until such time as the Chief (1) secures employment elsewhere that provides the equivalent level of insurance coverage, or (2) becomes eligible for Medicare or other Federally subsidized program.
- K. SEVERENCE BENEFITS. In addition to the benefits otherwise provided by the Paid Personnel Contract, or successor agreement, at the time of his retirement the District shall pay the Chief for his unused accumulated sick leave up to 960 hours, and unused accumulated vacation time up to 480 hours.

SECTION 5 SUCCESSOR AGREEMENT

If the District intends to terminate this agreement on the expiration date, it shall give written notice of such intent to the Chief at least two (2) years prior to the date of expiration of the contract. For example, under the initial ten (10) year term, the District must provide the Chief with written notice of its intention to terminate the agreement on or before July 1, 2010, and this Agreement shall thereupon terminate on July 1, 2012. If no such notice is given, then this agreement shall automatically renew itself for the three (3) year term following, and from three year term to three year term thereafter, all other terms and conditions of this agreement (except Section 1, concerning Term of Office) remaining the same. If this agreement shall be extended beyond the initial term (e.g. beyond July 1, 2012), as provided for above, this agreement shall terminate effective July 1 of the year that the agreement is scheduled to expire (e.g. July 1, 2015, July 1, 2018, etc.) provided the required written notice is given on or before the July 1st of two years prior (e.g. July 1, 2013, July 1, 2016, etc.).

If either party intends to renegotiate the terms hereof after the initial term, it shall give notice of such intention to the other party on or before two (2) years prior to the then current date of expiration.

SECTION 6 TERMINATION

In the interest of maintaining fundamental fairness to both parties in the employment relationship, the following conditions are established regarding termination of the agreement prior to the expiration of its term.

1. **TERMINATION BY THE DISTRICT.** The District shall have the right to remove the Chief from his position only for just cause; and in such case the District shall institute removal proceedings in the following manner.

a. At least ten (10) days prior to any hearing, as referred to below in paragraph b, the Chief shall be provided with the written charges(s) made against him, and the evidence which supports said charges, in such specificity so that the Chief may understand and prepare for his defense, if any. At this time the Chief shall be provided with notice of the date, time and place of the hearing.

b. No later than twenty one (21) days following delivery of the charges and specifications, as described above, a hearing will be convened before the Executive Committee. At this hearing the Chief will be given the opportunity to respond to the charges. The hearing may be public or private, at the discretion of the Chief. The subject matter to be presented at the hearing shall be limited to the charges as specifically detailed in the written notice to the Chief.

c. During the hearing the Chief shall have the right to be represented by Counsel, to question, confront and cross-examine witnesses, to introduce evidence and to conduct oral arguments. Either party may request that the hearing be conducted in the presence of a court stenographer so that a record of the proceedings is available.

d. The Executive Committee shall render a written decision within twenty (20) days of the conclusion of the hearings. In its decision the Executive Committee shall consider only those facts which were presented at the hearing and shall make its findings of fact based upon the record of the hearing. The Executive Committee shall make written findings which shall be provided to the Chief, and which shall include the relevant facts and the reasons for the specific findings.

e. In the event that the charges brought pursuant to this section are not sustained, the District shall reimburse the Chief for the costs of his defense.

2. **TERMINATION BY EMPLOYEE.** Should the Chief wish to resign his position at any time prior to the expiration of the term of this agreement, he shall notify the District in writing at least ninety (90) days prior to the effective date of said resignation, to allow the District to consider the appointment of a replacement. However, the Board may allow for a lesser amount of time of notice. Upon his resignation, the Chief shall have the option of retiring or assuming the rank of Battalion Chief, Deputy Chief or Assistant Chief, with seniority accrued since his original date of hire.

SECTION 7 PROFESSIONAL DEVELOPMENT

The Chief will be encouraged to take advantage of the latest developments in the field of public safety and firefighting. It is expected that the Chief will become a member of the Rhode Island Fire Chiefs Association, the New England Association of Fire Chiefs, and the International Association of Fire Chiefs. The annual dues of these associations (and any other professional organizations approved by the District), as well as expenses related to attending meetings and conferences shall be considered as normal business expenses of the District. The time spent in the foregoing activities shall be considered as time worked for the District; however, the Chief recognizes that his primary responsibility is to the District.

SECTION 8 AUTOMOBILE

The Chief is considered to be on duty twenty-four (24) hours a day, seven (7) days a week. It is expected that the Chief will respond immediately to the needs and/or emergencies of the District when necessary or required. For this reason, the Chief shall be provided with a standard District vehicle for his use in conducting his official responsibilities, in commuting, and so that he may respond promptly to emergencies and other matters while engaged in non-fire department related activities. This vehicle shall be equipped with a District radio and cellular telephone, so that the Chief can remain in contact with District and local officials; a siren and emergency lighting so that the Chief may respond to emergencies promptly, and other necessary emergency equipment. The costs associated with the operation and maintenance of this vehicle are those of the District, and it is expressly agreed that this vehicle is provided as a convenience to the District, so that the Fire Chief may respond promptly to emergencies when needed.

SECTION 9 BUSINESS AND TRAVEL EXPENSES

Business expenses and business related travel expenses incurred by the Chief shall be paid by the District, provided, however, that the Chief shall obtain the District's prior

approval for all out-of-State travel to attend meetings and conferences. Such items paid for in the first instance by the Chief shall be reimbursed within a reasonable time after the Chief provides proper documentation verifying said expenditure.

SECTION 10 INDEMNIFICATION FOR PERSONAL LIABILITY

The District agrees to indemnify the Chief for any claims or judgments made against the Chief personally, that arises out of conduct within the scope of his employment, including operation of the District vehicle provided for his use. The District agrees to provide the Chief with all necessary legal assistance and expenses incurred in defense of said claims, and further agrees to pay any settlement, award, or judgment rendered against the Chief in any proceeding.

SECTION 11 GENERAL PROVISIONS

1. Should a dispute arise concerning the interpretation of the terms and conditions set forth in this agreement, said parties shall meet at a mutually convenient time and place in an effort to settle the dispute. Should no settlement be forthcoming, the parties may submit the matter to a mutually acceptable, disinterested third party for resolution. The decision rendered by the mutually acceptable, disinterested third party shall be considered final and binding on all parties to the same extent as an arbitrator's award. If a mutually acceptable, disinterested third party cannot be agreed upon, this matter shall be referred to the American Arbitration Association for resolution in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction.

2. Any notice required to be given by this agreement shall be defined to mean notice in writing, hand delivered to, or sent by certified mail to, the party in question.

SECTION 12 SEVERABILITY OF AGREEMENT

1. This agreement represents the full and complete understanding of the parties. If any of the foregoing sections or parts thereto are found to be invalid at law, the remainder of the agreement shall remain in full force and effect for the term. No additions, modifications or changes shall occur with respect to this agreement without a written document executed by the parties hereto which sets forth said additions, modifications or changes.

2. In the event that the provisions relating to the 10 year term of this agreement, are determined to be invalid or unenforceable for any reason, then in that event the following

provision shall apply: The term of this agreement shall be three (3) years, from July 1, 2002, to July 1, 2005. Unless terminated as provided for below, this agreement shall be self-renewing for three (3) year terms, with all other provisions remaining valid and enforceable. If the district intends to terminate or renegotiate this agreement, the District must notify Frank M. Brown in writing by July 1, 2003 of it's intent to terminate or renegotiate. After the initial three year term, the District must notify the Chief at least two years prior to the next expiration date, of it's intent to terminate or renegotiate the term of this agreement, as provided for above in Section 5.

3. In the event that a merger or consolidation of the Hopkins Hill Fire District, or a successor organization, occurs and Frank M. Brown is not selected to be the Fire Chief of such a successor organization, then in that event all provisions of this agreement will remain valid and enforceable, and the District hereby agrees to create and establish a new position within the District for Frank M. Brown, which position shall be designated as Assistant Fire Chief, and shall be at the same rate of pay and benefits as provided for in Section 4 herein, without diminution, for the duration of this agreement, as the same may be extended pursuant to Section 5.

Signed this 12th day of June, 2002.

HOPKINS HILL FIRE DISTRICT

By its Moderator

Arnold H. Davis

Frank M. Brown
FRANK M. BROWN

This agreement was approved by the Hopkins Hill Fire District Executive Committee at a meeting held on June 10, 2002.

Carol M. Dixon
Clerk