

# EMPLOYMENT CONTRACT

## **Police Chief**

This Agreement is made this twenty-second day of December, 2012, by and between the City of Central Falls, Rhode Island (hereinafter called the "City" or "Employer") and James J. Mendonca (hereinafter called the "Chief" or "Mendonca").

WHEREAS, Mendonca desires to be employed as the Chief of the Central Falls Police Department;

WHEREAS, the City desires to employ Mendonca as the Chief;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### **1. Responsibilities and Authority**

The Mayor, on behalf of the City, does hereby employ Mendonca as Chief. Mendonca agrees that in the enforcement of his duties he reports to the Mayor of the City of Central Falls as the City Public Safety Director in accordance with Section 4-700 of the Charter for the City of Central Falls. Mendonca agrees that in the enforcement of his duties he is solely answerable to the Mayor/Public Safety Director of the City of Central Falls.

Mendonca agrees to perform the duties of the Chief of the Police Department of the City of Central Falls as prescribed by the laws of the United States of America, the State of Rhode Island, City Ordinances and Home Rule Charter of the City of Central Falls, including rules and regulations promulgated thereunder by the Public Safety Director.

The Chief of the Police Department shall have full and direct command and management of the departmental personnel, equipment and apparatus, consistent with sections 4-700 and 4-701 of the Charter of the City of Central Falls, as well as consistent with all State statutes, including but not limited to the Rhode Island Code of Ethics, R.I.G.L. 36-14-1, et seq.

The Police Chief shall also assist the City of Central Falls in collective bargaining negotiations on behalf of management with the Fraternal Order of Police Lodge #2.

The Police Chief shall have the sole authority, consistent with the City Charter, to appoint a subordinate officer to act in his place in the event of his absence or incapacity or whenever the circumstances may require.

The Police Chief will attend such meetings and/or other functions as deemed necessary by the Mayor/Public Safety Director.

The Police Chief shall have the overall responsibility for the enforcement and implementation of the law, and all other responsibilities assigned or governed by the Rules and Regulations and Policies of the Central Falls Police Department.

## **2. Term**

Mendonca is appointed Chief of the Central Falls Police Department for a period of one (1) year commencing January 14, 2013 and ending January 13, 2014, and shall be renewed and extended for two (2) additional terms which shall comprise of a first additional term of three (3) years and a second additional term of two (2) years (the "Term"), providing that prior to January 10, 2014 and January 10, 2017 the Mayor and the Police Chief may review this contract to determine, subject to the written approval of the Director of the State Department of Revenue and the Superintendent of the Rhode Island State Police, whether or not it is extended for the additional term(s). If no action is taken, the contract shall be deemed to have been renewed for said additional term(s) and binding. Under no circumstance will the employee be provided less than thirty (30) days notice in writing of a decision not to renew the contract.

## **3. Compensation**

Upon the execution of this Agreement and beginning January 1, 2013, the base salary of the Police Chief shall be:

FY 2013 \$74,005.27 annually

FY 2014 \$76,151.42 annually

FY 2015 \$77,979.05 annually

FY 2016 \$79,772.57 annually

FY 2017 \$81,766.88 annually

## **4. Longevity**

The annual longevity payment shall be due and payable within thirty (30) days after the Police Chief's original anniversary date of employment within the Central Falls

Police Department. Longevity pay will be three thousand (\$3,000.00) per year in addition to the salary described above and will be included in the calculation of the Chief's salary for purposes of pension calculations

**5. Tax Sheltered Annuity**

The City of Central Falls will provide at least one (1) Deferred Compensation Plans for the Police Chief.

**6. Hours of Employment and Outside Employment**

Although the regular hours of work for the Police Chief shall be Monday to Friday, from 8:00 a.m. to 4:00 p.m., fifty-two (52) weeks per year, minus holidays, used vacation, sick or personal days, the parties recognize and acknowledge that the Police Chief must be available to perform his duties 24/7 and that his duties may require extraordinary time and commitment beyond a standard work week. The position of Chief of the Police Department is an exempt, salaried position and as such, the Chief of the Police Department shall not be entitled to overtime pay or compensation for work hours that exceed those identified as Monday – Friday, 8:00 a.m. to 4:00 p.m. The Chief of the Police Department agrees that he will devote substantially all of his business time and attention and his best efforts to his duties and that he shall not be engaged in outside employment without prior written approval of the Mayor/Director of Public Safety.

**7. Holidays**

The Police Chief shall be entitled to the following paid holidays: New Year's Day, Easter Sunday, Police Memorial Day, Memorial Day, Independence Day, Victory Day (VJ Day), Labor Day, Columbus Day, Veteran's Day, Thanksgiving

Day, Day after Thanksgiving and Christmas Day. Should FOP Lodge 2 negotiate additional paid holidays during the term of this Agreement, the Chief shall be entitled to those additional paid holidays

#### **8. Vacation Days**

Vacation days shall accrue as of January 1<sup>st</sup> of each year, to a maximum of twenty-five (25) days per calendar year. Only five (5) vacation days can be carried over from one year to the next. All vacation days used must be approved in advance by the Mayor/Public Safety Director of the City of Central Falls. Upon retirement, resignation, or termination any and all awarded or accrued unused vacation days will be paid out at a rate of 1/5 the weekly base salary and consistent with state law.

#### **9. Sick Leave**

Sick leave shall accrue as of January 1<sup>st</sup> of each year, to a maximum of twelve (12) days per calendar year. Sick leave may be accrued to a maximum of one hundred twenty (120) days. The Mayor/Public Safety Director of the City of Central Falls and Director of Human Resources must be notified of any sick leave usage. There is no payout for accrued sick leave upon retirement, resignation or termination.

#### **10. Personal Days**

Three (3) personal days shall accrue on January 1<sup>st</sup> of each year. Accrued, unused personal days will be forfeited at the end of each calendar year. The personal days can be used for personal reasons with advanced approval of the Mayor/Public Safety Director of the City of Central Falls. There is no payout for unused personal days upon retirement, resignation or termination.

### **11. Life Insurance Plan**

The City of Central Falls agrees to provide the Police Chief a life and accidental death and dismemberment insurance policy in the amount of \$50,000.00, with double indemnity in the event the Chief is killed in the line of duty. The City of Central Falls will pay all premiums associated with such insurance policy during the Term. This benefit is in addition to any other benefit that the Chief may be entitled to under federal, state or municipal law.

### **12. Bereavement Leave**

The Police Chief shall be entitled to bereavement leave on the same terms and conditions as active Police officers.

### **13. Vehicle/Telephone**

It is important that the Police Chief be available to respond to the needs and/or emergencies of the City of Central Falls, twenty-four (24) hours a day, seven (7) days a week. For this reason, the Police Chief shall be provided with a Central Falls Police Department vehicle for his use during the Term(s) in conducting his official responsibilities, in commuting, and so that he may respond promptly to emergencies and other City related matters. This vehicle shall be equipped with a Police Department radio, siren, emergency lighting and cellular/data telephone, so that the Police Chief can remain in contact with the Police Department and local officials. The City of Central Falls will bear solely the costs associated with the operation, maintenance, and insurance of this vehicle. The Police Chief shall also be provided with a cellular telephone with a sufficient data plan. The City of Central Falls will

bear solely the costs associated with the operation, maintenance, and insurance of this telephone.

#### **14. Tuition Reimbursement**

Tuition costs shall be reimbursed to the Police Chief if attending a certified educational or training institution during the Term(s). Books, registration fees, and tuition shall be reimbursed to the Police Chief by the City at a rate of 75% for a “C” and 100% for a “B” or better. Only the following college programs shall qualify for reimbursement: Administration, Management, Leadership, Business, Justice, Law, Executive Development, Municipal Management, Public Administration, Economics and Policy.

#### **15. Business and Travel Expenses**

Reasonable business expenses and business related travel expenses incurred by the Police Chief during the Term must approved in advance by the Mayor/Public Safety Director and Director of Human Resources or Director of Finance and only upon said approvals shall said expense be paid by the City of Central Falls.

#### **16. Health and Dental Insurance**

The Police Chief shall be entitled to health and dental insurance benefits on the same terms and conditions as active Police officers. The Chief’s contribution will equal twenty (20) percent of the premium for health and dental insurance.

#### **17. Injury or Illness in the Line Of Duty**

The Police Chief shall be entitled to protections relative to injury or illness in the line of duty on the same terms and conditions as active Police officers pursuant to G.L. 1956 § 45-19-1 et seq.

## **18. Death Benefits in the Line Of Duty**

The Police Chief shall be entitled to protections relative to death benefits in the line of duty on the same terms and conditions as active Police officers. In particular, in the event the Chief dies, or incurs an illness resulting in death, while in the line of duty then his/her designated beneficiary or estate shall be entitled to receive from the City the sum of ten-thousand dollars (\$10,000). This benefit is in addition to any other benefits a member may be entitled to under this Agreement, federal, state or municipal law.

## **19. Hypertension**

The Police Chief shall be entitled to protections relative to hypertension on the same terms and conditions as active Police officers.

## **20. Retirement**

The Police Chief shall be entitled to retirement benefits on the same terms and conditions as active Police officers on the terms and conditions set forth in the existing collective bargaining agreement between FOP Lodge 2 and the City of Central Falls, dated November 23, 2011 through June 30, 2016, including all benefit and contribution levels and conditions. The Chief's service under this or any employment agreement shall be considered continuous with his years of service as an active police officer in terms of accruing years of service under the pension plan with within the CBA. In the event FOP Lodge 2 negotiates a new collective bargaining agreement and/or new pension plan provisions, including, but not limited to, a transition to the Municipal Employees Retirement System, administered by the State Retirement Board, the Chief will transition to that plan.



## **21. Termination and Discipline**

It is agreed that the Chief may be disciplined or discharged for just-cause only, requiring proper notice and hearing, at which the Police Chief shall have the right be represented by counsel. All salary and benefits shall remain in effect until discipline and/or discharge has been properly adjudicated and exhausted through the review and appeal procedures set forth in this agreement.

The Mayor/Public Safety Director must notify the Police Chief, in writing, specifying the just cause and the intent to discipline and/or terminate the Police Chief. However, said notice shall only issue upon the written approval by the Director of the State Department of Revenue.

The Police Chief may appeal any discipline or discharge to a committee of arbitrators consisting of three (3) individuals at which he is entitled to a full hearing consisting of live witnesses, evidence and a transcribed record for which the City will pay the cost.

The panel of three (3) individuals shall be chosen as follows: one (1) by the City of Central Falls, one (1) by the Police Chief, and one (1) by the two (2) so chosen. The parties shall utilize the services of the Labor Relations Connection to assist in selecting the third arbitrator. A majority of the three (3) members committee shall be required in order to sustain the discipline or discharge decision.

The Police Chief may appeal any discipline or discharge upheld by the committee of arbitrators to the Superior Court, which shall have jurisdiction to review whether any discipline was proper and may order the reinstatement of the Police Chief if alleging improper suspension or discharge pursuant to G.L. 1956 § 45-20-1.1 et seq

In the event of the suspension or discharge of the Police Chief, if the committee or arbitrators or court shall reverse or modify a suspension or discharge the Police Chief shall be entitled to back pay, benefits and counsel fees.

In the event of suspension or discharge of the Police Chief for just cause that is not appealed by the Police Chief or that is upheld on appeal, the Police Chief will be entitled to his base salary through such date of termination, as well as reimbursement by the City of Central Falls for any expenses incurred by the Police Chief as contemplated by Sections 13, 14 and 15 above prior to the date of termination, but no further payments of base salary or additional compensation will be due by the City of Central Falls thereafter.

In the event the Police Chief resigns following a written request by the Mayor, that he resign before the expiration of the term of employment, and if during such time the Chief is willing and able to perform employment duties under this agreement, the City of Central Falls agrees to pay the Chief a lump sum severance payment equal to base salary and benefits during the balance of any term of appointment through the next applicable renewal period.

Upon the expiration of the initial one-year term or any renewal period thereof, if the Police Chief's employment is not to be renewed in the discretion of the Mayor, or in the event the Police Chief resigns for any reason other than following a written request by the Mayor, the Police Chief will be entitled to his base salary through such date of termination, as well as reimbursement by the City of Central Falls for any expenses incurred by the Police Chief as contemplated by Sections 13, 14 and 15

above prior to the date of termination, but no further payments of base salary or additional compensation will be due by the City of Central Falls thereafter.

## **22. Indemnification for Personal Liability**

During the Term, the City of Central Falls agrees to indemnify the Police Chief in his capacity as an employee of the City of Central Falls to the maximum extent permitted under the laws of Rhode Island. This indemnification does not apply to criminal or unlawful conduct within or outside the scope of his employment.

## **23. Miscellaneous**

If any provision of this Agreement shall, to any extent, be declared invalid or unenforceable the remainder of the Agreement shall be valid and enforceable to the extent permitted by law.

## **24. Construction**

This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Rhode Island. In any action, special proceeding or other proceeding may be brought arising out of, in connection with or by reason of this agreement; the laws of the State of Rhode Island shall be applied and shall govern to the exclusion of the law or any other forum.

## **25. Entire Agreement**

This contract embodies the entire agreement between the City of Central Falls and the Chief of the Police Department. There are no promises, terms, conditions, or obligations made or entered into by either party other than contained herein. This

contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

**26. Notices**

Any notices under this employment contract shall be sent by certified mail, return receipt requested (or hand delivered) to the following (or such other address as the parties shall designate in writing):

**If to the Mayor:**

Office of the Mayor  
580 Broad Street  
Central Falls, RI 02863

**If to Chief of the Police Department:**

James J. Mendonca  
17 Fairmount Avenue  
Lincoln, RI 02865

**WITNESS** our hands and seals effective as of the date and year first above mentioned.

Witness:

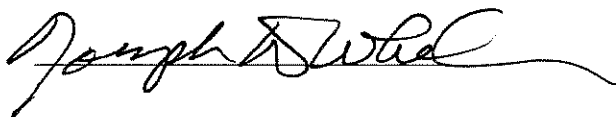
City of Central Falls

By: James A. Diossa



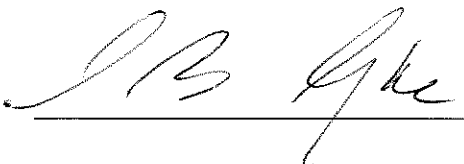
Mayor

By: John F. McJannet



Receiver

By:



Chief of the Police Department