

EMPLOYMENT AGREEMENT

This Employment Agreement is entered into this 1st day September, 2012 effective that same day, between the CENTRAL COVENTRY FIRE DISTRICT (hereinafter referred to as Fir District) a Fire District organized under the laws of the State of Rhode Island by and through its duly elected Board of Directors, and ANDREW J. BAYNES, (HEREINAFTER REFERRED TO AS Chief or Fire Chief), of the Town of North Providence, State of Rhode Island for the position of Fire Chief of the Central Coventry Fire District.

WHEREAS the Central Coventry Fire District, by and through its elected or appointed Board of Directors in compliance with the Charter and By-Laws of said Central Coventry Fire District, hereby acknowledges that the service of the Chief under this Agreement requires specialized training, skill, experience and accountability, and that this contract is entered into for the purpose of engaging ANDREW J. BAYNES. as Chief of the Central Coventry Fire District and said ANDREW J. BAYNES does agree to be so employed;

WHEREFORE, both parties agree to the following terms of employment:

SECTION 1 **DEFINITIONS**

1. The Central Coventry Fire District is hereby designed as "Fire District".
2. The Fire department, hereinafter referred to as "Department" means all personnel, apparatus and buildings under the control of the Central Coventry Fire District including all paid permanent firefighters and dispatchers (if any) and non-sworn personnel, full or part time, as the case may be.
3. Andrew J. Baynes is hereby designated as that individual that the Board of Directors have the right to appoint under both the By-laws and Charter as the Fire Chief.
4. The Board of Directors is the elected or duly appointed Board of Directors of the Central Coventry Fire District hereinafter referred to as "Directors" or "Board".

SECTION 2 **TERM OF OFFICE**

The Board of Directors of the Central Coventry Fire District agree to the employment of ANDREW J. BAYNES, as the Fire Chief, also referred to as the Chief of Department for a period of three (3) years, commencing on September 1, 2012, and terminating of August 31, 2015 (the "Term"). The Fire Chief shall be on call and available at all times. Any deviations therefrom shall only be with the permission of the Commissioners. If a successor Agreement is desirable to either, or both parties, at least three (3) months prior to the end of the aforementioned term, an Agreement must be first, requested in writing, agreed upon and signed, prior to the lapse of the term of this Agreement.

SECTION 3 DUTIES OF THE CHIEF

1. The Chief of Department shall be in command and have management of the Department subject to the Board of Directors and any limitations set forth in the Charter or By-Laws of the Fire District and shall: assume command of the Fire District, be a partner in the management team, assist in labor negotiations and arbitrations with the local bargaining agency, perform all duties, orders, directives or commands of the Board of Directors, enforce discipline as prescribed by the Rules and Regulations of the District, respond to significant incidents and exercises/drills, subject to the aforementioned limitations exercise supervisory authority over all Department Employees.
2. Except when excused by Board of Directors, the Chief shall meet with the Board of Fire commissioners at their Annual Meeting, each monthly meeting and special meetings and shall meet with the Board at their pleasure.
3. The Chief shall, in addition to the foregoing, perform such other duties and exercise such powers as may from time to time be assigned to him by the Board of Directors pursuant to a duly adopted Position Summary which may be amended from time to time so long as it does not materially modify the duties set forth hereunder or as expressed in the Position Summary as described within the District Charter and By-Laws.
4. The Chief shall wear the designated uniform of the Fire District at all times while acting in his official capacity as the Fire Chief.

The Central Coventry Fire District is a twenty-four (24) hour a day, seven (7) day a week operation. Because of the nature of the Fire 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 (8) hour business day. The Chief shall not be eligible for overtime pay.

To function effectively. As directed by the Board of Fire Directors, the Chief will be required to participate in community activities, make field inspections of the Fire District operations, attend collective bargaining sessions, negotiations and grievance hearings, attend meetings, attend training classes both as a student and as an instructor, respond to emergencies, participate in investigations, and represent the Fire District at various municipal and private functions, any of which may take place on nights, weekends and holidays. During any such activities, 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

1. For the period of September 1, 2012 through August 31, 2013, the Chief shall be paid a base annual salary in the sum of Seventy Six Thousand and 00/100 (\$76,000) Dollars. For the periods of September 1, 2013 through August 31, 2014 and September 1, 2014 and August 31, 2015, the parties to this Agreement, or their successors, will re-negotiate base salaries for these time periods at least thirty (30) days beforehand, in each instance.
2. In addition, for the time periods September 1, 2013 through August 31, 2014 and September 1, 2014 and August 31, 2015 the parties to this Agreement shall agree to pay to the Chief a "Longevity Payment" equal to at least, one week's base salary in effect at the beginning of those specific periods.
3. The Chief receives from a third-party, health care insurance benefits through a retirement program in which he is vested and enrolled. Accordingly, the Chief has knowingly and voluntarily waived any request for health care insurance and benefits under this Employment Agreement. In the event of a loss or lapse of such coverage, the Chief may approach the Board of Directors with a request to change these terms and conditions, which may be granted at their sole discretion.
4. Life Insurance. The Fire District agrees to provide for the Chief, life insurance benefits equal to the cost of life insurance benefits as provided to employees of the District under the Collective Bargaining Agreement as in effect during the Term or an extension of this Employment Agreement.
5. Retirement. The Chief shall be enrolled in the Rhode Island Employees Retirement System, to include the optional Annual Cost of Living Increase, Plan C, and shall contribute, through payroll deduction, a percentage of his base pay. The percentage of base pay shall be the same percentage paid by employees under the Personal Policies and contractual Agreement as the same may be amended from time to time. The District shall contribute an amount which shall be determined by the State Retirement System.
6. Deferred Compensation. The chief will be allowed, if he so desires, to participate in the same deferred compensation as offered to the members of the firefighters bargaining unit, with no requirement for additional funding by the District.
7. In the event the Chief is wholly or partially incapacitated by reasons covered under G.L. 45-19-1, he shall be entitled to such benefits that statute until such time as he is placed on a disability pension by the State Retirement System. If the Chief is unable to serve in the capacity of the Chief as a result of injury, illness or any other reason whatsoever for a cumulative and collective period of two (2) months in any consecutive (12) month period this Employment Agreement may be prematurely terminated by the Fire District, but the aforementioned coverage shall continue to remain in effect until the benefits are exhausted if the premature contract termination results from an injury or illness contemplated by GL. 45-19-1.

SECTION 5

VACATION TIME

The Chief shall be entitled to twenty-five (25) days of vacation per year. Any vacation time that is not taken in a given year due to the Chief's workload, shall be accrued up to a maximum of twelve (12) days per year and may be used in any year remaining under the Employment Agreement. Accrued but unused vacation time shall not be bought-out by the Fire District at the time of retirement, resignation, death or removal from employment.

In addition of vacation days, the Chief shall be entitled to paid holidays for those holidays recognized by the Fire District, at the same computation formula utilized in the Collective Bargaining Agreement between the District and the line employees, in effect at the inception of this Agreement.

Additionally, the chief shall be entitled to two (2) Personal Days, so called, with pay, to use at his discretion, based upon his workload.

SECTION 6

SICK LEAVE

The Chief shall be entitled to eleven (11) sick days per year. Unused sick leave will be accrued and may be used in any year remaining under this Employment Agreement but, if not used, shall be bought-out by the Fire District at the time of retirement, resignation, death or removal from employment, not to exceed sixty (60) days at his then daily rate of pay, based upon eleven (11) hours per day.

SECTION 7

UNIFORMS

The Chief shall receive the same benefits for clothing offered to Firefighter-EMTS under the Collective Bargaining Agreement in effect during each year of this Contract. In addition, the chief will receive an initial issuance of uniforms, protective equipment and other equipment as listed in Exhibit "A" attached, hereto.

SECTION 8

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 CENTRAL COVENTRY FIRE DISTRICT.**

Except as set forth in Section 4(5) above, the District shall have the right to remove the Chief from his position only for just cause. Any appeal from a decision by the Board to terminate the Chief shall be made via the Rules of the American Arbitration Association's Labor Employment Service.

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 President of the Board of Directors in writing at least sixty (60) days prior to the effective date of said resignation to allow the Central Coventry Fire District to consider the appointment of a replacement.

SECTION 9

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, the National Fire Protection Association and the International Association of Fire Chiefs. The annual dues of these associations (and any other professional organizations approved by the Board), as well as expenses related to meetings shall be considered as normal business expenses of the Central Coventry Fire District. The time spent in the foregoing activities shall be considered as time worked for the Fire District; however, the Chief recognizes that his primary responsibility is to the Central Coventry Fire District.

The Chief may pursue on his own time credit hours toward a Master's degree in Public Administration.

The Chief will be allowed time off, dependent on his workload, without the requirement to make up such time, to attend as a student, instructor or observer, as needed, from time to time to complete the Neutral Arbitrator's Training Program from the Sheinman Institute for Alternative Dispute Resolution at Cornell University, which he is currently enrolled in.

SECTION 10

AUTOMOBILE

It is important that the Chief be available to respond to the needs and/or emergencies of the Central Coventry Fire District, twenty-four (24) hours a day, seven (7) days a week. For this reason, the Chief shall be provided with a Central Coventry Fire 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 Fire District radios, so that the Chief can remain in contact with Fire District and local officials; a siren and emergency lighting so that the Chief may respond to emergencies promptly, and other necessary emergency equipment. Additional or custom equipment shall be added to the vehicle with prior authorization from the Fire Directors, above and beyond the listing attached hereto as, "Exhibit B". The cost associated with the operation and maintenance of this vehicle is provided as a convenience to the Fire District, so that the Chief may respond promptly to emergencies when needed. The vehicle shall not be utilized for personal travel during vacations out of state.

SECTION 11

BUSINESS AND TRAVEL EXPENSES

Reasonable business expenses and business related travel expenses incurred by the Chief and approved by the Board of Directors shall be paid by the Central Coventry Fire District. Such items paid

for in the first instance by the Chief shall be reimbursed within a reasonable time after the Chief provided proper documentation verifying said expenditure.

The Central Coventry Fire District will assume the monthly cost of the Chief's personal cellular phone and service plan upon the inception of this Agreement, as well as the cost of equipment upgrades from time to time and accessories, as may be needed, in lieu of providing such a device for immediate and necessary communication at all times. The Chief shall retain the number and equipment in use at the time of termination, resignation or any other separation of service from the District.

SECTION 12

INDEMNIFICATION FOR PERSONAL LIABILITY

The Central Coventry Fire District agrees to indemnify the Chief for any claims or judgments made against the Chief personally, that arise out of proper conduct within the scope of his employment, including lawful operation of the Fire District vehicle provided for his use. The Central Coventry Fire district agrees to provide the Chief with all necessary legal assistance of its choosing and expenses incurred in the defense of said claims, and further agree to pay any settlement, award, or judgment rendered against the Chief in any such proceeding. The Chief shall not be eligible for legal assistance and expenses hereunder if the Fire District finds that the legal action involving the Chief is the result of willful or wanton misconduct, or criminal activity, on the part of the Chief.

Additionally, the Chief shall be provided with the necessary Bonding Coverage, as well as, Errors and Omissions coverage under the District's existing coverage or under separate specific policies for those purposes.

In the event that the Chief is charged with the commission of a felony, he may be suspended without pay.

SECTION 13

GENERAL PROVISIONS

1. 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.
2. Failure of any party to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time.
3. It is agreed and understood that the Chief, during the term of this Agreement will not seek membership in or become a member of any labor organization.

SECTION 14

SEVERABILITY OF AGREEMENT

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.

Signed this 1st day of September, 2012

CENTRAL COVENTRY FIRE DISTRICT

By its President of the Board
Of Directors

Girard Bouchard, Jr., President

Andrew J. Baynes

Subject: Contract Minimums
From: Andy Baynes (bcbaynes@yahoo.com)
To: bcbaynes@yahoo.com;
Date: Tuesday, July 31, 2012 9:44 AM

Contract Minimums

76K

1461.54 weekly

36.54 hourly

292.31 for 8 hours

3215.38 for 11 holidays plus day off (CBA mimic)

State pension participation (CBA mimic)

25 vacation days (5 day work week) (Cornell attendance excluded)

11 sick days (60-cumulative)

Uniform allowance/maintenance (\$1500/1200-CBA mimic)

Life Insurance (CBA mimic)

Longevity (CBA mimic)

Truck (24 hour usage for Dept business and CCRI)

Cell/Monitor and charger/Portable radio & charger+800 mHz portable & charger

Aircard w/data plan

Laptop and software w/updates and truck mount

Dress uniform & hat

Raincoat and winter coat

3 dress uniform slacks

Re-patch 3 LS/4 SS

Belt/shoes/Boston Leathers (radio sling/mic clip/leather hold-off)

Truck chargers/ x 2

Home chargers x 2

Helmet/Custom shield/eye protection/leather boots w/lace and zipper system

Redo-bunkers/re-letter

Membership dues for NFPA, RIAFC and other required professional organizations

EMA duties?

Chief Andrew J.Baynes (RET) RN

1 March 1, 2013

Richard Land, Esq.

As of this date, and in accordance with our prior conversations, I voluntarily agree to modify the Employment Agreement, under which I was employed for a period of three (3) years, commencing on 1 September 2012 and ending 31 August 2015, as follows:

Section 4 (1)

For the period 1 September 2013 through 31 August 2014, I waive the requirement to re-negotiate the listed base wage.

Section 5

For the period 1 March 2013 forward till the end of the aforementioned term of the Agreement, I waive the requirement for such holiday payments.

Section 7

For the time period 1 September 2012 through 31 August 2014, I waive the requirement for additional uniforms, since the initial issuance has only been recently acquired and has not been completed as of this date.

Additionally, for the same rational, I waive the requirement for clothing allowance, for the same time period.

In accordance with Section 14 of the same Agreement, would you, if the foregoing is acceptable to you as the "Successor" to the Board of Directors, sign this document and return it to me for signature and implementation.

Andrew J. Baynes RN

Chief of Department