

## Separation Agreement

This Separation Agreement ("Agreement"), effective as of the date set forth below on the signature line ("Effective Date"), is made by and between Kristen Henrikson (the "Employee"), The Town of East Greenwich, successor to the East Greenwich Fire District, (the "Employer" or "Town") the East Greenwich Fire Fighters' Association ("EGFFA"), and Rhode Island State Association of Firefighters ("RISAFF") collectively, the "Parties".

WHEREAS, the Parties wish to resolve all matters concerning the separation and conclusion of the Employee's services with Employer in a written agreement; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements, and undertakings by the Parties set forth herein and in full settlement of any and all claims whatsoever, including, but not limited to, any and all claims arising out of the Employee's employment relationship with Employer, and the termination thereof, and intending to be legally bound hereby, the Parties agree as follows:

### *1. Employer's Obligation to Provide Remuneration*

1.1. Conclusion of Employee's Services. The Parties acknowledge and agree that Employee's last date of employment shall be June 30, 2016. The Town will pay to the Employee salary in the amount of \$31,622.89, vacation time buy back in the amount of \$11,933.25, sick leave buy out in the amount of \$10,319.42, longevity in the amount of \$4,477.97 and pension buy out in the amount of \$27,300.00, for a total of \$85,653.53. This amount will be paid to the Employee in two separate checks, one in the amount of \$58,353.53, and one in the amount of \$27,300.00. Payment will be made by the Town to the Employee within ten (10) business days of the execution of this Agreement.

### *2. Benefits*

2.1. No benefits other than those described in this Agreement shall be extended to Employee. ~~The Employee~~ specifically waives any and all other benefits, including but not limited to wages and health insurance she would otherwise receive if she were to remain employed by the Town. This Agreement in no way effects or impairs the Employee's ability to receive and contribute to health insurance through the health insurance plan of her husband, a former Town employee.

### *3. General Release and Waiver.*

3.1. Employee unconditionally releases and forever discharges Employer, and all Employer's officers, elected officials, appointed officials, agents, employees, attorneys, insurers, and representatives, and their heirs, successors, administrators and assigns (hereinafter "Released Parties") from all liabilities and obligations under federal, state and local statutes or laws, whether known or unknown, relating in any way to this employment, termination thereof or communication concerning the circumstances of such termination to third parties.

3.2 Employee unconditionally releases and forever discharges the Rhode Island State Association of Fire Fighters, I.A.F.F. (the "Union"), and all the Union's officers, elected officials, appointed officials, agents, employees, attorneys, insurers, and representatives, and

their heirs, successors, administrators and assigns (hereinafter "Released Parties") from all liabilities and obligations under federal, state and local statutes or laws, whether known or unknown, relating in any way to this employment, termination thereof or communication concerning the circumstances of such termination to third parties.

3.3 Employee unconditionally releases and forever discharges the East Greenwich Firefighter's Association IAFF Local 3328 (the "EGFFA") and all of EGFFA's officers, elected officials, appointed officials, agents, employees, attorneys, insurers, and representatives, and their heirs, successors, administrators and assigns (hereinafter "Released Parties") from all liabilities and obligations under federal, state and local statutes or laws, whether known or unknown, relating in any way to this employment, termination thereof or communication concerning the circumstances of such termination to third parties.

3.4. Without limiting the generality of this General Release and Waiver, the Employee specifically agrees to dismiss with prejudice the grievance filed with the American Arbitration Association, Case No. 01-15-005-3812 entitled "Grievance Laidoff-Kristen Henrickson".

3.5. Without limiting the generality of this General Release and Waiver, the Employee specifically agrees to permanently waive any claim to further pension payments from the Town which is the subject of the civil action filed at Kent Superior Court, entitled "Town of East Greenwich v. Town of East Greenwich Firefighter's Local 3328, IAFF", Civil Action No: KC2015-0518, and agrees, along with EGFFA, that the matter can be dismissed with prejudice. This waiver in no way affects or is intended to limit any pension benefit to which the plaintiff may be entitled from the State of Rhode Island Municipal Employee's Retirement System.

3.6. These claims and causes of action, if any, from which the Employee releases the Released Parties include, but are not limited to, any claims for counsel fees and costs and any action sounding in tort, contract, and discrimination of any kind, and any cause of action arising under any federal, state, or local statute (including specifically any age discrimination claims that Employee *may* be entitled to *assert* pursuant to Employee's rights under the Age Discrimination in Employment Act), whether presently accrued, accruing to, or to accrue to Employee on account of, arising out of, or in any way connected with the Employee's employment with the Employer. Notwithstanding anything in this paragraph 3 to the contrary, Employee shall not waive any rights or claims under the Age Discrimination in Employment Act that may arise after the date of execution hereof, nor shall anything contained in this Agreement be construed to constitute a release by either the Employer or Employee of any rights, claims, liability, demands, controversies, actions and causes of action (whether in law or at equity), loss, damages, costs, or expenses of whatsoever type or amount arising out of the performance of this Agreement. This release also includes but is *not* limited to:

3.6.1. Any claim for wrongful termination, defamation, intentional infliction of emotional distress, invasion of privacy, or any other common law claims;

3.6.2. Any claims of violation of any written, implied or oral contract, including, but not limited to, any contract of employment between Employer and Employee, or between Employee or its affiliates and any other entity;

3.6.3. Any claims of discrimination, harassment or retaliation based on such things as age, race, national origin, religion, sex, or physical or mental disability, medical condition, or employee benefits claims;

3.6.4. Except for payments referred to herein, any claims for payments of any nature, including but not limited to wages, overtime pay, vacation pay, severance pay, bonuses; and

3.6.5. Any claims that may arise under the common law and under all federal, state and local statutes, ordinances, rules, regulations and orders, including but not limited to any claims based on the Fair Labor Standards Act, Title VII of the Civil Rights Act, the Civil Rights Act of 1866, 1871 and 1991, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family and Medical Leave Act, the Occupational Safety and Health Act, the Labor Management Relations Act, the National Labor Relations Act, the Employee Retirement Income Security Act, the Sarbanes-Oxley Act of 2002, the Vietnam Veterans' Readjustment and Assistance Act of 1974, Executive Order 11246, Rhode Island Wage Claims Statutes, and Rhode Island Civil Rights Law, as each of them has been or may be amended.

#### *4. Reasonableness and Disclosure of Rights.*

4.1. The Employee hereby certifies that Employee has read the terms of this Agreement, that Employer has advised Employee to consult with legal counsel, that Employee has been afforded reasonable and sufficient time and opportunity to consult with legal counsel of Employee's choice and to deliberate about whether to enter into this Agreement, and that Employee understand its terms and effects. Employee may revoke acceptance of this agreement within seven (7) days of execution by notifying the Town.

5. *Resolution of All Matters.* This Agreement resolves all matters between the Parties relating to Employee's employment and termination of employment with Employer.

#### 6. Confidentiality; Non-Disclosure; Non-Disparagement.

6.1. Employee agrees to keep the terms of this Agreement, other than the fact that Employee's employment with the Town has terminated, confidential and Employee will not disclose any information concerning it to anyone, including without limitation, any regulatory authority or government agency, except that Employee may disclose the terms of this Agreement to Employee's attorneys, accountants, advisors, and immediate family members provided that Employee advises such persons of the confidential nature of this Agreement and Employee agrees not to disclose such information further, and except as may otherwise be necessary to enforce its terms, as permitted below in subparagraph 6.4 or 3.1, or as required by law.

6.2. Employee agrees not to, directly or indirectly, disclose, use divulge, disseminate, or publish "confidential and/or proprietary information" obtained by Employee during Employee's employment. "Confidential and/or propriety information" includes, but is not limited to, any oral or written information disclosed to Employee or known by Employee as a consequence of or through Employee's employment by the Employer which relates to the employer's business, processes, services, or human resources, including but not limited to information relating to purchasing, finance, accounting, revenues, expenses, marketing, client lists, client requirements, employees, outside contractors and the documentation

thereof. Employee will deliver to the Town (and not retain any copies of) all notes, memoranda, correspondence, documents, records, notebooks, tapes, disks and other repositories of confidential information, including all copies in Employee's possession or under Employee's control, whether prepared by Employee or by others. Employee also agrees to return all Town property before departing the Town.

6.3 Employee agrees not to make any disparaging remarks, or any remarks that could reasonably be construed as disparaging, regarding the Town or its employees, elected officials, appointed officials, affiliates, attorneys, or agents, except as permitted by subparagraph 6.4, below, or as required by law. Employee further agrees that Employee will not take any action or provide information or issue any statement regarding the Town or its employees, elected officials, appointed officials, affiliates, attorneys, or agents, except as permitted by subparagraph 6.4, below, or as required by law. Employee further agrees that Employee will not take any action or provide information or issue statements regarding the Town or its employees, elected officials, appointed officials, affiliates, attorneys, or agents that would cause the Town or its employees, elected officials, appointed officials, affiliates, attorneys, or agents embarrassment or humiliation or otherwise contribute to them being held in disrepute, except as permitted by subparagraph 6.4, below, or as required by law.

Further, the Town and its elected officials, appointed officials, employees, partners, owners, affiliates, attorneys and agents agree not to make any disparaging remarks, or any remarks that could reasonably be construed as disparaging, regarding the Employee, except as permitted by subparagraph 6.4, below.

6.4. Nothing contained in this Paragraph or Agreement is intended to prohibit or restrict Employee or Employer from providing truthful information in response to any future ethics, legal, or other investigations, whether conducted by the Employer or any government, regulatory, or self-regulatory agency.

#### *Reasonable Cooperation.*

7.1. Town Equipment and Information. Employee agrees to return to Town all keys, access codes, computer usernames and passwords, Town information and files, and company equipment on the Effective Date

#### *8. Miscellaneous.*

S.I. This Agreement sets forth the entire understanding and agreement between the Parties with respect to the subject matter hereof and shall be binding on the Parties and their respective successors, heirs, and assigns. All prior negotiations, agreements, and understandings are superseded hereby.

8.2. This Agreement shall not be amended or revised except with the written consent of both Parties, and shall not be assigned by either party except with the written consent of the other party. Any assignment in violation of the previous sentence shall be void.

8.3. This Agreement shall be construed and enforced pursuant to the laws of the State of Rhode Island. The parties agree that any suit, claim or charge concerning this Agreement or matters purported to be released by this Agreement shall be filed only in courts or agencies in the State of Rhode Island

8.4. If either party breaches this Agreement, the other party shall be entitled to recover its damages as well as reasonable attorneys' fees incurred in enforcing this Agreement.

8.5. If either party to this Agreement waives a breach of one of the provisions of this Agreement by other party, that waiver shall neither operate nor be construed as a waiver of subsequent similar breach of any provision hereof.

8.6. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be to be part of this Agreement.

Kristen Henrikson:

Kristen Henrikson

Date: 7/11/16

Town of East Greenwich:

By: Thomas E. C...

Date: July 11, 2016

Rhode Island State Association  
of Firefighter's I.A.F.F.

By: [Signature]

Date: 7/11/16

East Greenwich Firefighter's Association  
IAFF Local 3328

By: Wm C. R

Date: 7/11/16