

**STATE OF RHODE ISLAND  
RHODE ISLAND ETHICS COMMISSION**

**In re: Jeffrey McCormick,  
Respondent**

**Complaint No. 2025-6**

**ORDER**

This matter having been heard before the Rhode Island Ethics Commission on March 3, 2026, pursuant to 520-RICR-00-00-3.16 Informal Disposition (1011), and the Commission having considered the Complaint herein, the Respondent's answer/response, the arguments of counsel, and the proposed Informal Resolution and Settlement, which is incorporated by reference herein, it is hereby

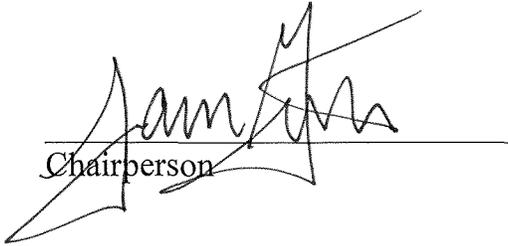
**ORDERED, ADJUDGED AND DECREED**

THAT:

1. The Commission approves the Informal Resolution and Settlement; and
2. The Respondent, the Director of the Town of Burrillville Department of Public Works, violated 520-RICR-00-00-1.3.1(B)(2)(a) Prohibited Activities – Nepotism (36-14-5004) by his day-to-day supervision of his sister from the start of her employment as the DPW administrative aide on January 24, 2022, through January 26, 2026; and
3. The Respondent, the Director of the Town of Burrillville Department of Public Works, violated 520-RICR-00-00-1.3.1(B)(1) Prohibited Activities – Nepotism (36-14-5004) by his approval of his sister's use and accrual of "book time" in circumstances not authorized by the collective bargaining agreement, and his approval of her untimely vacation carry-over requests and her use of "book time" in lieu of sick time thereby entitling her to bonus days; and

4. The Respondent is ordered to pay a civil penalty in the amount of One Thousand Dollars (\$1,000).

Entered as an Order of this Commission,



Chairperson

Dated: March 3, 2026

STATE OF RHODE ISLAND  
RHODE ISLAND ETHICS COMMISSION

**In re: Jeffrey McCormick  
Respondent**

**Complaint No. 2025-6**

**INFORMAL RESOLUTION AND SETTLEMENT**

The Respondent, Jeffrey McCormick, and the Ethics Commission Prosecutor, representing the People of the State of Rhode Island, hereby agree to the following Findings of Fact and Admissions, Conclusions of Law, and Settlement of the above-referenced matter as follows, subject to the approval of the Rhode Island Ethics Commission:

**I. TRAVEL OF THE CASE**

This Complaint was filed on August 1, 2025, by James W. Larivee, an employee of the Town of Burrillville Department of Public Works and Engineering Services, who also serves as the President of Burrillville Town Employees Local 186, Rhode Island Council 94, AFSCME, AFL-CIO. The Complaint alleges that the Respondent, in his capacity as Director of the Town of Burrillville Department of Public Works and Engineering Services, directly supervises his sister, has approved matters relating to her timecards and payroll, and has allowed her to come into work earlier than her scheduled start time in order to accrue time off without discharging personal, vacation, or sick time.

On August 19, 2025, Jeffrey W. Kasle, Esq., filed an Entry of Appearance with the Ethics Commission on behalf of the Respondent. Pursuant to 520-RICR-00-00-3.8 Initial Determination of Complaint (1003), on August 20, 2025, the Ethics Commission made an initial determination that the Complaint alleges facts that, if true, are sufficient to constitute

a violation of the Code of Ethics and approved a full investigation. The investigation has concluded, and the Prosecutor and the Respondent, represented by legal counsel, have agreed to a resolution of the instant matter as addressed herein.

## II. FINDINGS OF FACT AND ADMISSIONS

1. The Respondent was at all relevant times the director of the Town of Burrillville Department of Public Works and Engineering Services (DPW), having been first appointed on December 28, 2009.

2. The DPW is comprised of approximately 20 employees including the director, ten work crew members, three foremen, two administrative aides, part-time bus drivers, and a recreation director. All DPW employees report directly to the director who, in turn, reports to the Town Manager.

3. In October 2020, Town Manager Michael Wood prepared and distributed a document dated October 15, 2020, entitled "Management Goals, Objectives & Policy" containing 11 enumerated criteria that he planned to consider in his upcoming evaluations of the Town's department/division heads.

4. Item number 10 is titled "Code of Conduct – Conflict of Interest" and references the Rhode Island Code of Ethics, informing that if the director or department head believes that he or a staff member may have a conflict of interest, only the Ethics Commission can render a binding opinion as to whether conflict of interest exists.

5. Attached to the October 15, 2020, document are excerpts from the Code of Ethics and a citation to the nepotism prohibitions at Commission Regulation 36-14-

5004(a)(2). Also included in the attached excerpts is the procedure for requesting a formal advisory opinion from the Ethics Commission.

6. In January 2020, the Respondent's sister, Kelly Robinson, was hired as a clerk, a union position, in the Town Clerk's office.<sup>1</sup> In December 2021, the union position of DPW administrative aide became available and was posted. The posting informed that the administrative aide position works under the supervision of the DPW director.

7. The Respondent's sister applied for the position and was the only union applicant for the position. The Respondent was not involved in reviewing his sister's application or qualifications or with approving her transfer to the DPW. She was offered the position and hired solely by the Town Manager, Michael Wood, who approved her transfer from the clerk's office to the DPW with a start date of January 24, 2022.

8. In her role as DPW administrative aide, Ms. Robinson directly reported to the Respondent. At the direction of the Town Manager, the Respondent prepared a memorandum dated December 23, 2021, to address the "conflict of interest for perceived favoritism" that his sister's employment as DPW administrative aide would present. The memorandum provides that his sister would report to the DPW Operations Foreman, Ronald Scotland, who also reports to the DPW director, in the event of any disciplinary issues but that the Respondent would still oversee the day-to-day scope of her work.

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<sup>1</sup> Most Town employees, including those in the Town Clerk's office and the DPW, are members of the Rhode Island Council 94, AFSCME, AFL-CIO on behalf of Burrillville Town employees, Local 186 (union). The Respondent and other directors in the Town are not members of the union.

9. The December 23, 2021, memorandum was signed by the following individuals: the Town Manager, Michael Wood; the Town Manager's Executive Assistant and Human Resources Representative, Gail Laboissiere; the Respondent; the DPW Operations Foreman, Ronald Scotland; the Respondent's sister, Kelly Robinson; and the Town employee's union President, James Larivee.

10. From the start of Ms. Robinson's employment as DPW administrative aide in January 2022 to the filing of the instant Complaint in August 2025, no disciplinary issues arose concerning Ms. Robinson.

11. Pursuant to the governing collective bargaining agreement (CBA), the DPW administrative aide's schedule is 5 days per week and 7.5 hours per day with a 30-minute unpaid lunch, totaling 37.5 hours per week. All DPW employees are entitled to two 15-minute rest periods, or breaks, during specified hours each day. The DPW administrative aide is required to start work between the hours of 6:30 a.m. and 7:00 a.m. as determined by the DPW director. Ms. Robinson's hours could have been either 6:30 a.m. to 2:30 p.m., or 7:00 a.m. to 3:00 p.m. The Respondent established Ms. Robinson's schedule as 7:00 a.m. to 3:00 p.m.

12. The Respondent assigned jobs and duties to Ms. Robinson daily, and she reported to him regarding those assignments. Some of the assignments prescribed by the Respondent to Ms. Robinson included typing correspondence, making photocopies, reviewing resumes submitted by job applicants and providing input to the Respondent, updating DPW information on the Town's website, answering incoming phone calls and

taking messages for the Respondent, and reviewing invoices for supplies and equipment and processing them for payment.

### Payroll Records and Requests for Time Off

13. At the start and end of each workday, all DPW employees are required to utilize a timecard containing a microchip for punching in and out of the office timeclock. This generates an attendance sheet for each employee that reflects start time and end times for each day, the total number of hours worked each day, and the total number of hours worked during a given two-week pay period. The attendance sheet also indicates the number of any personal, sick, and vacation hours that the employee discharged during the same two-week pay period.

14. At the end of each two-week pay period, a payroll sheet is produced with all the employees' names and total hours worked which is reviewed, approved, and signed by the Respondent. Only the Respondent and Ms. Robinson had access to the attendance sheets in the DPW. Ms. Robinson electronically submitted both the attendance sheet and signed payroll sheet to the finance department for final review and approval.

15. When discharging personal, vacation, and sick time, all DPW employees are required to complete an "absence request" or "request for time off" form to be approved and signed by the Respondent. From the start of Ms. Robinson's employment as the DPW administrative aide, through August 2025, she completed 45 forms requesting time off, all but two of which were approved and signed by the Respondent.

### Break Time

16. Under the CBA, the DPW employees assigned to work crews who are asked to work through their break time are allowed, with authorization from the director, to receive an equal amount of time off to be used by the last scheduled workday of the same workweek. Working through break applies only to the work crews, and then only with the authorization of the DPW director. The Respondent approved the use of accrued book time for other DPW employees consistent with the provisions and terms of the CBA applicable to work crew members' accrual and use of book time, so they did not have to discharge personal, vacation, or sick time.

17. In such cases, the operations foreman would notify Ms. Robinson of the work crew members who worked through their breaks, and she was responsible for recording and tracking unused break or "book" time on spreadsheets stored on her work computer.<sup>2</sup> Only the Respondent and Ms. Robinson had access to the spreadsheets, but DPW employees could, upon request, review their spreadsheet.

18. The CBA prohibits any employees who perform work before or after their scheduled shift to have the right or be required by the Town to take time off to equalize their work hours.

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<sup>2</sup> DPW employees refer internally to unused break time as "book" time, although that term does not appear in the CBA. Book time was tracked on spreadsheets maintained by Ms. Robinson.

19. Prior to October 2023, Ms. Robinson had permission from the Respondent to occasionally leave work early to pick up her grandchild and she properly discharged personal or vacation time whenever she did so.

20. In October 2023, the Respondent offered to and approved an arrangement for his sister whereby she could come into work a half hour earlier than her scheduled start time each day, without utilizing the timeclock to punch in, and accrue book time for later use as needed to pick up her grandchild.

21. Beginning October 10, 2023, through July 31, 2025, Ms. Robinson no longer utilized the timeclock to punch in. Instead, she manually entered her start times on her attendance sheets as 7:00 a.m. and recorded her daily 6:30 a.m. arrival time on her book time spreadsheets. For all except approximately 13 days during this period, Ms. Robinson's attendance sheets reflect end times as 3:00 p.m. or later, even on days for which she used book time to leave early.

22. The extra half hour that Ms. Robinson was accruing each day and reserving for later use did not register on the attendance or payroll records. The book time was maintained on a spreadsheet in the DPW office, and DPW employees could ask to review their book time account. Book time spreadsheets are only for internal use in the DPW and are not submitted to or seen by the finance department.

23. This arrangement enabled Ms. Robinson to accrue an extra half hour of leave every day for later use without having to discharge her vacation, personal, or sick time.

24. From October 10, 2023, through July 31, 2025, Ms. Robinson accumulated 190 hours of book time. Ms. Robinson's practice of coming in 30 minutes early each day ended in August 2025, after the filing of the instant ethics Complaint.

#### **Forfeited Vacation Time**

25. Under the CBA, Town employees are permitted to carry over up to two weeks of unused vacation time once per year, known as "carryover" time. For employees hired after June 30, 2017, the request for vacation carryover must be made within 60 days of July 1 of the respective year, or the unused vacation time is forfeited. If approved, carryover time must be used within 90 days of July 1.

26. From the start of her employment as DPW administrative aide through August 2025, Ms. Robinson submitted four separate vacation carryover requests, all of which were approved and signed by the Respondent.

27. In 2022, Ms. Robinson did not request a timely vacation carryover so that, under the terms of the CBA, she forfeited 14 hours. Nevertheless, the Respondent allowed her to apply the 14 hours of lost vacation time to her book time amount. In 2022, Ms. Robinson was the only employee for whom the Respondent approved this exception. Between 2023 and 2024, the Respondent approved this exception for three other DPW employees.

#### **Book Time for Personal Uses**

28. The Respondent approved of his sister's use of book time for purposes other than picking up her grandchild.

29. Ms. Robinson's book time spreadsheets for 2023 through 2025 reflect that she left early for reasons such as medical appointments, preschool activities, funerals, non-medical appointments, golf, and vacation.

30. The Respondent always had access to Ms. Robinson's book time spreadsheets and how she was utilizing her accrued book time. Also, for each instance in which Ms. Robinson utilized accrued book time, the Respondent approved and signed her payroll forms.

31. By utilizing accrued book time as permitted by the Respondent, Ms. Robinson did not have to discharge her personal, vacation, or sick time.

#### **Book Time in Lieu of Sick Time**

32. The CBA provides that employees who claim only one or fewer sick days in a quarter are entitled to an additional vacation day, or one additional day of pay, at the employee's option for that quarter. The additional vacation day is recorded on payroll records as a bonus day.

33. The Respondent authorized his sister to utilize accrued book time in lieu of sick time, thereby qualifying her for bonus days for four quarters.

34. Ms. Robinson opted to receive bonus days instead of payouts for her unused sick time. She received 15 hours (2 days) of bonus time for 2024 and 15 hours (2 days) for 2025.

#### **Post-Complaint**

35. The instant Complaint was filed with the Ethics Commission on August 1, 2025. When the Respondent and Ms. Robinson learned of the Complaint, effective August

4, 2025, Ms. Robinson ceased coming into work early and resumed her normal schedule of coming into work at 7:00 a.m. and punching in and out with her timecard.

36. While the investigation was ongoing, the Town's Finance Director and the Respondent created an alternate reporting process that became effective October 20, 2025. The new procedures were outlined in a document dated November 17, 2025. The document related to "Payroll and Time Reporting Procedures for Kelly" and required that Ms. Robinson use the time clock to punch in and out every workday and submit all her time off and vacation carryover requests and payroll records directly to the finance director for approval, with disciplinary actions to be coordinated by the Town Manager.

37. On January 13, 2026, legal counsel for the Respondent, Jeffrey W. Kasle, presented to the Ethics Commission to meet with the Prosecution regarding the Respondent's willingness to comply with the requirements set forth in the Code of Ethics and resolve the instant matter. In support of the Respondent's willingness to cooperate, Attorney Kasle provided a copy of the November 17, 2025, alternate reporting process to the Prosecution for review by the Ethics Commission.

38. Although the alternate reporting process attempted to remedy some of the issues created by the Respondent's supervision of his sister in the DPW, the process was unable to satisfactorily address the day-to-day oversight of Ms. Robinson's work by the Respondent, including, but not limited to, the Respondent's daily assignment of duties to Ms. Robinson and his assessment of their completion and her performance as required by the provisions of the Code of Ethics.

39. Following discussions between the Prosecution and Attorney Kasle regarding issues pertaining to the Respondent's continued day-to-day supervision of his sister, on January 21, 2026, Attorney Kasle informed the Prosecution that, in order to be in compliance with the provisions of the Code of Ethics, the Town had notified Ms. Robinson that she would be leaving her current position as administrative aide in the DPW and transferred to a vacant position in the clerk's office, located in a separate building and not within her brother's chain of command. This change went into effect on January 27, 2026.

### III. CONCLUSIONS OF LAW

1. The Respondent's day-to-day supervision of his sister from the start of her employment as the DPW administrative aide on January 24, 2022, through January 26, 2026, violated 520-RICR-00-00-1.3.1(B)(2)(a) Prohibited Activities – Nepotism (36-14-5004).
2. The Respondent's approval of his sister's use and accrual of "book time" in circumstances not authorized by the collective bargaining agreement, and his approval of her untimely vacation carry-over requests and her use of "book time" in lieu of sick time thereby entitling her to bonus days violated 520-RICR-00-00-1.3.1(B)(1) Prohibited Activities – Nepotism (36-14-5004).

### IV. SETTLEMENT

This settlement recognizes the seriousness of the Respondent's conduct in the supervision of his sister as his administrative aide in the DPW, while acknowledging the Respondent's high level of cooperation with the Ethics Commission, including his willingness to take responsibility for the above violations, his actions to remedy the violations and comply with the requirements set forth under the Code of Ethics, and the Town's expeditious transfer of Ms. Robinson to a position in a separate department that is not subject to the Respondent's supervision.

Pursuant to the above Findings of Fact and Conclusions of Law, the parties hereby agree, subject to the approval of the Ethics Commission, pursuant to section 36-14-13(d) and Commission Regulation 520-RICR-00-00-3.16 Informal Disposition (1011), to the following:

1. The Ethics Commission shall enter an Order and Judgment adopting the Findings of Fact, Conclusions of Law, and the terms of the Settlement herein.
2. The Respondent shall cease and desist from exercising any supervisory authority over his sister, Kelly Robinson.
3. The Respondent agrees that the Ethics Commission will impose, and the Respondent agrees to pay, a civil penalty in the amount of \$1,000.
4. The above terms represent a full and complete resolution and settlement of Complaint No. 2025-6.



Teresa Giusti, Esq. (Bar No. 8006)  
Ethics Commission Prosecutor  
Dated:



Jeffrey McCormick  
Respondent

Dated: March 3, 2026



/s/ Jeffrey W. Kasle  
Jeffrey W. Kasle, Esq. (Bar No. 2695)  
Attorney for the Respondent

Dated: February 20, 2026