

Town of Tiverton, Rhode Island

Town Planner

Employment Contract

AGREEMENT entered into this 28th day of January 2015 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and Marc R. Rousseau, hereinafter referred to as the "Employee". WHEREAS the Town Administrator, with the approval of the Tiverton Town Council acting in the best interest of the Employer, has agreed to enter into employment of the Employee as Town Planner, a salaried position, it is now agreed that the following be affected:

1. **TERM**

The term of this agreement shall commence on January 28, 2015 and continue for one (1) calendar year and terminate on January 28, 2016. The Employer and Employee, through mutual agreement, may extend the terms of this contract for a two year period from January 29, 2016 until January 28, 2018.

2. **DUTIES**

The Employee, in the role of Town Planner, shall be a department head within the administration of the Town. As such, the Employee shall be responsible for the supervision and control of all department personnel. This includes direction of the day to day work of the Planning Department, oversight over department budget planning, spending, all personnel matters that may arise, and all other duties assigned to the Planner by Town Ordinance or Resolution. The Employee shall report to the Town Administrator and receive his performance evaluation(s) from the same.

The Employee is required to provide the Town with an average of forty (40) hours of work per week. The Employer and Employee agree that the position of Town Planner is an exempt professional and managerial position under the Federal Fair Labor Standards Act and that, from time to time, the Employee may be required to work longer than a 40-hour week without additional overtime compensation. The Employee is expected to attend meetings of the Tiverton Planning Board and such formal or informal committees of Town government are formed to deal with land use and/or planning issues.. He is also expected to attend meetings of the Tiverton Town Council when any item of its agenda is relevant to his work, and at such other times as requested by the Town Administrator.

The Employer is extending this contract to the Employee with the understanding that three specific projects will together form the top priorities of the Employee, and shall form the primary basis for his performance evaluation during the term of this contract:

- A. All steps necessary to support the development of the Tiverton Industrial Park;
- B. All work needed to complete successfully the refurbishment of the Stone Bridge abutment, re-use of the Seaside Gas property, and refurbishment or improvement of Town facilities at Grinnell's Beach and the World War I memorial park (AKA the "Doughboy" park) as a unified project involving all four of those contiguous parcels owned by the Town;
- C. Any and all staff effort required to assure that the ongoing process of consideration regarding the application known commonly as Tiverton Glen and/or Tiverton Crossings is achieved at the highest level of professionalism and responsiveness to the community and the applicant, and that each and every aspect of the project that bears upon the interests of the Town of Tiverton be explained to decision makers on various Town bodies that must consider the application on the merits.

3. **SALARY**

The Employee shall receive the salary of \$55,000.00 per year for the period beginning January 28, 2015 and ending January 28, 2016. In years two and three, should this agreement be extended, annual increases shall be determined by merit.

All of the stated amounts are to be paid on a bi-weekly basis. It is herein agreed and understood that in the event of termination of employment by either party the aforesaid annual salary shall be prorated on an annualized basis.

4. **JOB EVALUATION**

The Employer shall evaluate the job performance of the Employee at least once annually for the entire period of the agreement or any extensions thereto. The evaluation shall include a six (6) tiered ranking system as follows:

- 1. Exceeds Requirements in all areas:
- 2. Exceeds Requirements in most areas
- 3. Exceeds Requirements in some areas:
- 4. Performs at the satisfactory level
- 5. Needs Improvement
- 6. Fails to meet minimum requirements/expectations

The Employer reserves the right to conduct a job evaluation at any time during the Term of the agreement.

5. **RETIREMENT**

The Employee shall participate in the RI Municipal Employees' Retirement System with contributions to the plan by the Employee pursuant to the provisions of the retirement plan.

6. **VACATION**

The Employee shall be entitled to vacation leave at the rate of twelve (12) days per year for the year January 28, 2015 - January 28, 2016 accruing at the rate of 1 day per month as of the 28th day of each month. Should the contract be extended beyond one year of employment, the Employee shall accrue fifteen (15) vacation days for the period of the contract extension, awarded on his employment anniversary date. It is agreed that during the term of this contract the Employee may carry forward vacation leave up to an accumulated total of ten (10) days and that unused vacation will be paid out to the Employee upon his departure from employment with the Town.

7. **SICK LEAVE/PERSONAL LEAVE**

The Employee shall be granted 10 sick days per year. Leave may be accumulated for the term of this contract. Sick leave will be accumulated at the rate of 5/6 (0.833) of a day per month. Unused sick time may accrue from year to year if this contract is extended. There shall be no cash value to any accumulated sick leave at any time. The Employer may require a physician's certificate after three (3) consecutive days of absence from employment due to illness.

The Employee shall be granted 3 personal days for the period January 28, 2015 to January 26, 2018. Personal days may be taken with prior notice to the Town Administrator. If this contract is extended beyond January 29, 2016, personal days shall be awarded at the Employee's anniversary date for use in the year immediately following. Personal days shall not be carried over from one year to the next and shall have no cash value at any time.

8. **BEREAVEMENT LEAVE**

The employee may be absent for three consecutive calendar days (with full pay) in the case of death of a mother, father, brother, sister, wife or child. Two days for father-in-law or mother-in-law or a grandparent. An additional day may be granted at the discretion of the Town Administrator for any Bereavement leave.

9. **LIABILITY INSURANCE**

The Employee shall be covered by the Town of Tiverton Public Liability Insurance Policy and shall be indemnified and held harmless for losses and expenses incurred or sustained by the Employee in consequence of the proper discharge of the office and while acting in the capacity of his employment.

10. **HOLIDAYS**

The Employee shall be entitled to time off with pay for the following holidays:

New Years' Day
President's Day
Memorial Day

Martin Luther King Day
Good Friday (one half day)
Independence Day

Victory Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving
Half Day before Christmas	Christmas Day

11. **LIFE INSURANCE**

The employee shall be entitled to term life insurance coverage in the amount of \$100,000.00 for the period of this agreement.

12. **HEALTH INSURANCE**

The Employee shall be entitled to Health and Dental Insurance with all the terms and conditions provided for in the AFSCME Local 2670A contract currently in place, as may be amended from time to time. For the year January 28, 2015 to January 28, 2016 the health insurance coverage shall be Blue Cross / Blue Shield of Rhode Island Blue Solutions plan with a \$2,000 deductible (individual plan) or \$4,000 deductible (family plan) and health savings account (HSA) 50% funded by the Employer, with the Employee's 50% share paid by the Employer and reimbursed by the Employee on a pro rata basis from his biweekly pay check. In the event the Employee leaves the employment of the Town prior to completing his reimbursement, the amount remaining to be reimbursed shall be deducted from his final pay check to satisfy this obligation.

13. **CONTINUING EDUCATION**

The Employee shall maintain a certification in good standing from the American Institute of Certified Planners (AICP) for the duration of his employment with the Town of Tiverton. The Employee shall be reimbursed up to \$500.00 per year for costs associated with continuing education as related to the position of Town Planner.

14. **EQUIPMENT**

The Town will reimburse mileage at the Internal Revenue Service approved rate for travel to and from events, meetings, and education classes approved in advance by the Town Administrator.

15. **SUSPENSION/REMOVAL**

Notwithstanding the term of this employment contract, termination shall occur either by:

- a. Mutual agreement of the parties;
- b. Retirement of the Employee;
In the event of retirement of the Employee, the employee shall notify the Employer at least sixty (60) days prior to the date of the retirement or within such other time period as may be mutually agreeable to the parties. All obligations and agreements of the parties as contained in this Agreement shall cease as of the date of the retirement

- c. Employee may be terminated or suspended for willful non-compliance with any provisions of Rhode Island law or the Tiverton Home Rule Charter, the Tiverton Personnel Handbook or the provisions of this contract including, but not limited to, those provisions which relate to the Employee's qualifications for holding the position of Town Planner.
- d. Death of Employee;
- e. Disability of Employee;
In the event of disability, by illness or physical or mental incapacity of the Employee to perform his duties and obligations as prescribed under this contract, which disability exists or is likely to exist for a period of more than ninety (90) days during the term of this Agreement, the Employer may, in its discretion, make a proportionate deduction from the Employee's salary, subject to the Employee's entitlement to sick leave or other applicable benefits accrued by the Employee. In the event the disability of the Employee continues for a period of one hundred twenty (120) days or more or if the disability is determined to be permanent by competent medical documentation (at least two (2) physicians specializing in the area of the claimed disability other than the Employee's treating physician), the Employer may terminate the agreement at its option with notice to the Employee and all obligations of the Employer for payment of salary and other benefits shall cease.
- f. Discharge for Cause
Employee may be discharged for cause during the term of this agreement for one or more of the following reasons: (1) conviction of a felony, (2) any finding of willful violation of the RI State Ethics Code, (3) repeated failure to comply with established Employer policy and/or (4) continuing neglect of duties.

The Town Administrator may terminate Employee or suspend Employee for a designated period of time in accordance with this section. Any such termination or suspension of Employee during the term of this agreement prior to its termination date shall be governed by Section 1210 of the Town of Tiverton Home Rule Charter.

17. **STATUS REPORT**

Prior to the issuance of the employee's final paycheck, the employee shall submit a written report to the Town Administrator, which details the status of the Planning Department. This shall include, but not limited to, an assessment of operations, status of Planning budget, description of pending and awarded grants, description of pending and special projects, and details of unresolved issues.

18. **RENEWAL**

Renewal of the Employee's employment shall be considered by the Employer in the last 3 months of the Employee's employment contract. Not later than 30 days prior to the end of the last year of the Employee's employment contract, the Employer shall notify the Employee in writing whether the Employer elects to renew or not renew the employment contract or offer Employee a new employment contract.

19. **POLICIES and PROCEDURES**

The Employee is subject to all policies and procedures as adopted by the Employer.

This agreement is executed this 27th day of January, 2015.

Town of Tiverton:

Employee:

Matthew J. Wojcik
Town Administrator

Marc R. Rousseau
Town Planner