

REQUEST TO BE PLACED ON THE AGENDA

August 28, 2023

TIVERTON TOWN COUNCIL

1. Name of Department, Organization or Person:

Town Administrator

2. Subject of Agenda Request:

Contract changes for Mary Lou Sullivan

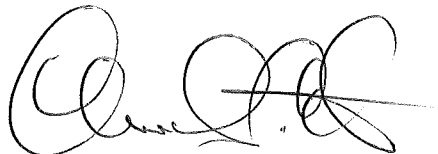
3. Explain The Nature of The Request:

Discussion and possible vote to authorize the attached contract change and retroactive salary adjustment for Mary Lou Sullivan of 2.5% for 7/22/23 forward

The fiscal impact for this pay increase is as follows:

	Total	
Salary increase by	\$ 1,229.00	(from \$49,140 to \$50,369)
FICA increase by	\$ 94.02	(change x .0765)
MERS unit 1532 by	\$ 31.95	(change x .026001)
TIAA 1% by	\$ 12.29	(change x 1%)
Total	\$ 1,367.26	

SIGNATURE:



DATE:

8/28/23

Please Note: Unless otherwise instructed, this request will be a public document. A copy of this request will be given to each Councilor prior to the meeting and, if applicable, to any appropriate department, board, commission, and/or officer.

Agenda items must be submitted to the Town Clerk's office before 3:00 p.m. on Monday prior to the meeting date.



Town of Tiverton, Rhode Island

Employment Contract

AGREEMENT entered into this 9th day of August, 2022 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and Mary Lou Sullivan, hereinafter referred to as the "Employee." As used herein, the term Employer shall refer to either the Town of Tiverton as a corporate entity, or as the immediate supervisor of the Employee, as the context may dictate.

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 this employment contract with the Employee as a salaried position, it is now agreed as follows:

1. TERM

The term of this employment contract shall be three (3) years commencing on July 23, 2022 through July 22, 2025.

2. DUTIES

Consistent with the Tiverton Town Charter, Town Ordinances, and state and federal law, and subject to the general supervision and pursuant to the order, advice and direction of the Town Administrator, the Employee shall faithfully, diligently, and to the best of her ability, perform those duties which are customarily performed in the position of Executive Assistant to Town Administrator. A position description is attached hereto (Attachment A).

3. POLICIES AND PROCEDURES

The Employee is subject to all policies and procedures duly adopted by the Town and reflected in the Town's personnel handbook, as may be amended from time to time.

4. SALARY, HOURS AND VEHICLE USE

The Employee shall receive an annual salary of \$49,140 or \$27.00 per hour for a 35 hour work week in year one (7/23/22 through 7/22/23) and there will be a one-time retroactive adjustment of \$1,169 that will cover the period from 7/23/21 to 7/22/22. The last annual salary adjustment approved by the Town Council was on 1/25/21 for the period 7/23/2020 to 7/22/2021 which brought the employee's annual salary to \$46,752.

There is a potential for merit-based salary adjustment in years two and three, 7/23/23-7/22/24 and 7/23/24-7/22/25 upon recommendation by the Town Administrator based on a written, annual performance evaluation, and subject to Town Council approval and appropriation. It is herein agreed and understood that in the event of termination of employment for any reason or by either party, the aforesaid annual salary shall be prorated on an annualized basis.

The average hours per week are expected to be thirty-five (35).

If the Employee is required to use her personal vehicle for official business, the Employee shall be reimbursed at the then current I.R.S. mileage rate for business use.

5. RETIREMENT

The Employee shall be eligible to participate in the Rhode Island State Employees Retirement System, as may be amended from time to time.

6. VACATION

The Employee shall be entitled to vacation leave per year as defined below:

Years of Service	Vacation Days Earned
After 2 Years of Service	15 Days per Year
After 10 Years of Service	20 Days per Year

Vacation time shall be awarded on the anniversary date of original hire or other agreed upon date. It is agreed that during the term of employment, the Employee may not carry forward more than 10 days of vacation time per year. Additional time may be carried over with the prior approval of the Town Administrator. Upon termination of this contract, any unused vacation leave (including any and all carried over vacation time) shall be paid to the Employee. Should this contract be renewed, any unused vacation leave, up to a total of ten (10) days, shall carry over to the new contract.

7. SICK LEAVE/PERSONAL LEAVE

The Employee shall be entitled to fifteen (15) sick days per year. The Employer may require a physician's certificate after three (3) consecutive days of absence from employment due to illness. Sick leave may be accumulated up to 90 days during the term of employment and may be carried over to any subsequent Employment Contract with the prior written approval of the Town Administrator. There shall be no cash value to any accumulated sick leave upon termination/separation.

The Employee shall be entitled to three (3) personal days per year, to be used at the Employee's request with the approval of the Town Administrator. Personal leave may not be carried forward beyond the anniversary date each year.

8. BEREAVEMENT LEAVE

The employee may be absent for three (3) consecutive working days (with full pay) in the case of death of a mother, father, brother, sister, spouse or child; (2) days in case of death of

mother-in-law, father-in-law or grandparent; and one (1) day in case of death of an aunt, uncle, cousin, niece, brother-in-law or sister-in-law. Additional days may be granted at the discretion of the Employer for any bereavement leave.

9. JURY DUTY

If called for jury duty, the employee shall, while serving as a juror, receive the difference between the salary she would normally receive during such period and the amount she receives for such services as a juror.

10. HOLIDAYS

The Employee shall be entitled to time off for the following Holidays:

New Year's Day	Martin Luther King Day
President's Day	Good Friday (Half Day)
Memorial Day	Independence Day
Victory Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (Half Day)	Christmas Day.

In the event that the State of Rhode Island eliminates Victory Day as a legally paid Holiday, the Town Council shall determine the appropriate replacement day/date in order to conform with all other employee and bargaining agreement unit contracts in a consistent manner.

11. LIABILITY INSURANCE

The Employee shall be covered by the Town of Tiverton's 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.

12. LIFE INSURANCE

The employee shall be entitled to term life insurance coverage in the amount of \$50,000.00 for the term of employment.

13. HEALTH INSURANCE

The Employee shall be entitled to Health and Dental Insurance that mirrors the AFSCME contract currently in place as may be amended from time to time.

In lieu of this benefit, the Employee may choose to be compensated at the rate of Three Thousand Dollars (\$3,000) per year. Such compensation shall be disbursed in equal fortnightly amounts upon the Employee's attestation, on a form prepared by the Town, that (i) the Employee is not also receiving health insurance through the state/federal exchange; and (ii) the compensation is not designated or earmarked for the Employee to purchase health insurance.

14. PERFORMANCE EVALUATION

The Employer shall evaluate the Employee's performance annually on or before the anniversary date of hire. A copy of the Employee's evaluation shall be kept in the Employee's personnel file.

15. TERMINATION

Notwithstanding the term of this employment contract, termination may 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. Disability. Recognizing that such an eventuality would pose a substantial and undue burden on the Employer, this Contract shall terminate, and all obligations thereunder cease, if the Employee is disabled from performing the usual and normal functions of his job for a period of more than six (6) months in any twelve (12) month period.
- d. Suspension or Discharge for Cause – The Employee may be suspended or discharged for cause during the term of this agreement. "Cause" includes, but is not limited to: (1) conviction of any felony or conviction of a misdemeanor relating to the official duties of the employee or violating the public trust, (2) repeated failure to comply with established Employer policy, (3) continuing neglect of duties, and (4) insubordination. Any suspension or termination shall be governed by Section 1210(a) of the Town Charter.
- f. Death of the Employee

16. TOWN PROPERTY

Upon termination of this employment contract, the Employee shall return to the Town all documents, files, books, records, computers, software materials, discs, keys, equipment, passes, identification materials, and all other property of the Town. Any passwords the Employee used to log into any software or accounts on behalf of the Town must be provided, in writing, to the Town Administrator.

17. CONFIDENTIAL TOWN INFORMATION

The Employee agrees to hold all confidential and proprietary information in strict confidence, except as may otherwise be required by law. The Employee also agrees to abide by any and all Town policies regarding confidential and proprietary information.

18. EXTENSION OF CONTRACT

Extension of the Employee's employment shall be considered by the Employer in the last 6 months of the Employee's employment contract. The Employer shall have sole discretion to determine whether to offer the Employee a new employment contract. Not later than 120 days prior to the end of the Employee's employment contract, the Employer shall notify the Employee in writing whether the Employer elects to offer Employee a new employment contract. Failure to notify the Employee shall result in an extension of the contract for a period of 120 days.

19. NOTICES

All notices and other communications required or desired to be given hereunder will be deemed given if in writing and sent by registered or certified mail to the following addresses:

(1) TOWN: Town Administrator
Town of Tiverton
343 Highland Road
Tiverton, RI 02878

(2) EMPLOYEE: Mary Lou Sullivan

Tiverton, RI 02878

Alternatively, notices pursuant to this Agreement may be personally served in the same manner as it is applicable to Rhode Island civil practice. Notice shall be deemed given as of the date of personal service or as of two (2) days after the date of deposit of such written notice in the course of transmission in the United States Postal Service.

20. WAIVER

No delay or omission by the Town in exercising any right under this Employment Contract shall operate as a waiver of that right or any other right. A waiver or consent given by the Town on any one occasion is only effective in that one instance and shall not be construed as a bar to or waiver of any right on any other occasion.

21. CHOICE OF LAW

This Employment Contract shall be governed by the internal laws of the State of Rhode Island, without regard to its conflict of laws principles, and any action arising out of or related to this Contract shall be brought in a state or federal court located in Rhode Island. The Employee hereby agrees that the Employee is subject to the personal jurisdiction of such courts for the purposes of any such dispute, and the Employee waives any jurisdictional or venue-based objections that the Employee might have to any such dispute being heard in such a court.

22. EFFECTIVENESS AND EXECUTION

This Employment Contract will not be deemed to be executed until ratified by the Tiverton Town Council by resolution or other duly taken action, and such action is attested by the Clerk of the Council.

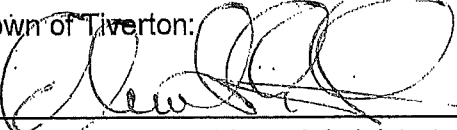
23. ENTIRE AGREEMENT AND MODIFICATION

This Employment Contract contains the entire understanding and agreement between the Town and the Employee with regard to all matters referenced herein and may not be modified except in writing signed by the Employee and an authorized representative of the Town. This Agreement supersedes in the entirety any and all previous agreements, whether written or oral, between the Town and the Employee.

IN WITNESS WHEREOF, the parties hereto have executed this Contract of Employment to be effective as of the date first above stated.

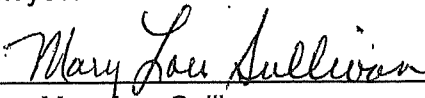
This agreement is executed this 9th day of August 2022..

Town of Tiverton:



Christopher Cotta, Town Administrator

Employee:



Mary Lou Sullivan

ATTESTED, that this Contract of Employment was approved by the Town Council of the Town of Tiverton, Rhode Island, by action duly taken on the 9th day of August 2022.

CLERK OF THE TOWN COUNCIL:

Signed: 

Printed Name: JUAN B CHABOT

Date: 8/9/2022

ATTACHMENT A

JOB DESCRIPTION

TOWN OF TIVERTON, R.I.

SUMMARY OF DUTIES

The Executive Assistant is responsible for providing administrative and clerical support for Town Administrator.

SUPERVISION RECEIVED

The Executive Assistant is under the direct supervision of the Town Administrator and performs a full range of secretarial; clerical and HR functions for the Town Administrator's Office. The individual must have the ability to take initiative and to work in an unsupervised environment with confidentiality as needed.

RESPONSIBILITIES

Day to day responsibilities include but are not limited to the following:

- Support to the Town Administrator; follow all company policies and procedures; maintain a professional environment with confidentiality of proprietary information.
- Transmit information or documents using a computer, mail, or facsimile machine. Knowledge of computer software, hardware. Operate standard office equipment other than computers.
- Maintaining appointment calendar for Town Administrator.
- Prepare letters, memos and other documents using word processing, spreadsheet, database, or presentation software. Handle incoming and outgoing mail.
- Tracking payment of Town expenses/bills with appropriate account numbers.
- Organizing, maintaining and tracking FMLA records for all Town Departments.
- Coordinate/combine all Department Head Monthly Reports for first Town Council meeting of each month and submit as Town Administrator's Monthly Report
- Perform Notary Public services as needed.
- Maintain and record all department heads' vacation, sick and personal time.
- Ordering and maintaining sufficient office supplies, forms and materials within the department.
- Maintain all Life Insurance and AD&D records for the Town employees.
- Process all new hires with appropriate government paperwork as well as process all health and dental enrollments and updates.
- Attend and take minutes of all Police Pension Meetings.

- Organize and create 23 Budget books every January.
- Maintain petty cash.
- Strong typing skills, strong command of the English language; ability to work under pressure in a fast paced environment and perform under tight deadlines, and able to handle multiple phone lines and heavy call volume.

QUALIFICATIONS

- Effective written and verbal communication skills.
- Problem solving skills.
- Knowledge of modern office systems.
- Skill with typical office equipment and equipment and computers, including software and applications.
- Ability to work independently and as a member of a team.
- Respect diversity; be honest, trustworthy and flexible.
- Positive attitude and a willingness to help others.