



Town of Tiverton, Rhode Island

Employment Contract

AGREEMENT entered into this 31st day of May 2019 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and Jeannie Veegh, 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 Clerk, 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 May 31, 2019 and ending on June 1, 2022, subject to Section 15 below.

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 Clerk, the Employee shall faithfully, diligently, and to the best of his/her ability, perform those duties which are customarily performed in the position of Deputy Town Clerk. 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 hourly salary of \$ 24.50 in year one of this contract, with the potential for merit-based salary adjustment in years two and three, upon recommendation by the Town Clerk 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 employee shall be paid his/her hourly rate of pay for all hours worked through the date of termination.

The average hours per week are expected to be thirty-five (35), Attendance at special Council meetings will be required as directed by the Town Clerk. All special Council meetings attended by the Employee shall be paid in overtime or compensatory time as funds allow.

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
First Year of Service	5 Days
After 1 Year of Service	10 Days Per Year
After 3 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. It is agreed that during the term of employment, the Employee may not carry forward more than 5 days of vacation time per year. Additional time may be carried over with the prior approval of the Town Clerk. 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 twelve (12) sick days per year accumulating at 1 day per month. 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 during the term of employment and shall be carried over to any subsequent Employment Contract with the maximum number of days accumulated limited to 75 days. 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, none of which may accumulate beyond the anniversary date each year.

8. BEREAVEMENT LEAVE

The employee may be absent for five (5) workdays (with full pay) in the case of death of a spouse or child. The employee may be absent for three (3) workdays (with full pay) in the case of death of a mother, father, brother, or sister, and two (2) days for father-in-law or mother-in-law, grandparent, aunt or uncle. Additional days may be granted at the discretion of the Employer for any Bereavement Leave.

9. 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	Christmas Eve (Half Day)
Christmas Day and	Friday after Christmas

In the event that the State of Rhode Island eliminates Victory Day as a legally paid Holiday, the Employees Birthday or any other day agreed upon, shall replace Victory Day as a paid day off.

10. 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.

11. LIFE INSURANCE

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

12. 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.

13. CONTINUING EDUCATION/PROFESSIONAL DEVELOPMENT

The Employee shall be reimbursed up to a maximum of \$300 dollars per year for costs associated with continuing education as related to the position, with prior approval in writing of the Town Clerk and subject to available funding for Municipal Deputy Clerk certification as long as the Employee successfully completes the course.

14. Expense Reimbursement

The Town recognizes that certain limited and reasonable expenses of a non-personal, community or job-affiliated nature may be incurred by the Employee from time-to-time, agrees to reimburse such expenses with prior written approval of the Town Clerk and upon receipt of duly

executed expense reports, with appropriate receipts, statements or affidavits, subject to budgetary constraints.

15. TERMINATION

Notwithstanding any provision in this employment contract to the contrary, the Employee's employment and this employment contract shall be terminated upon the occurrence of any of the following events:

- a. The Employee voluntarily resigns his/her employment with or without cause.
- b. The Town Clerk terminates and/or revokes the appointment of the Employee with or without cause pursuant to Section 45-7-4 of the Rhode Island General Laws.
- c. Retirement of the Employee; In the event of retirement of the Employee, the employee shall notify the Employer at least forty-five (45) days prior to the date of the retirement or within such other time period as may be mutually agreeable to the parties.
- d. 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/her job for a period of more than six (6) months in any twelve (12) month period.
- 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 Clerk.

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. STATUS REPORT

Prior to the issuance of the Employees final paycheck, and at any time upon request of the Employer, the Employee shall submit a written report to the Employer, which details the status of his/her office. This shall include, but not be limited to, an assessment of operations, status of any projects or outstanding issues, computer passwords and details of unresolved issues.

19. CHOICE OF LAW

This Employment Contract shall be governed by internal the 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.

20. EFFECTIVENESS AND EXECUTION

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

21. 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 27th day of October 2020.

Town of Tiverton:



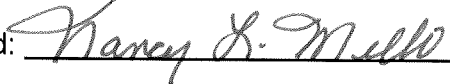
Nancy L. Mello, Town Clerk

Employee:



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 26th day of October, 2020.

CLERK OF THE TOWN COUNCIL:

Signed: 

Printed Name: Nancy L Mello

Date: October 27, 2020

ATTACHMENT A

JOB DESCRIPTION

TOWN OF TIVERTON, R.I.

SUMMARY OF DUTIES

ESSENTIAL DUTIES AND RESPONSIBILITIES

QUALIFICATIONS

DEPUTY TOWN CLERK

Job Description

Department: Town Clerk's Office

Classification: Full Time 35 hours per week

GENERAL PURPOSE

The Deputy Town Clerk by Town Charter and under RIGL section 45-7-2 shall have all the powers and perform all the duties which are incumbent on the Town Clerk, being so qualified by taking the oath of office. When the Town Clerk is not available, the Deputy Town Clerk shall perform all the duties of the Town Clerk.

SUPERVISION RECEIVED

Deputy Clerk works under the supervision of the Town Clerk.

RESPONSIBILITIES

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

- Assist with Town Clerk routine daily duties
- Attend Town Council Meetings
- Prepare open session minutes of Town Council meetings
- Prepare Council packets
- Attend Town Council Executive Sessions in absence of Town Clerk
- Maintain scheduling and postings for Town Council, Boards and Commissions Meetings
- Review and approval signing of bills and work orders
- Review and sign when necessary documents and minutes
- Assist with maintaining records, codifying ordinances, policy manuals, etc.
- Assist in coordinating and scheduling of Elections, FTR, and other programs conducted through Town Clerk's office
- Attend Probate Court
- Assist with maintaining and preparing Probate Court documents
- Attendance at Clerk and State Meetings
- Assist with general clerical duties performed in Town Clerk office including but not limited to Land Evidence, Vital Records, Elections, Licensing
- Perform any other duty that may be requested by the Town Clerk
- Most important, custodian of the Town Seal in the absence of the Town Clerk

The duties listed above are intended only as illustrations of the various types of work that may be performed on a daily and routine basis. The omission of specific statement of duties does not exclude them from the job position, if the work is similar, related or a logical assignment to the position.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge

- General knowledge basic clerical skill
- Must possess sufficient knowledge of general office equipment including but not limited to a network computer and proficient use of the internet
- Knowledge of Office Word and Excel programs

Skills

Must demonstrate the following skills:

- Ability to meet the public courteously and effectively;
- Ability to effectively communicate through email and by phone;
- Possess effective writing, verbal and listening communications skills;
- Possess effective organizational skills and time management skill;s
- Be able to show initiative and accept responsibility;
- Understand and follow written and oral instructions;
- Familiarity and ability to operate general office equipment;
- Ability to complete work with minimal supervision;
- Ability to perform a variety of tasks with speed, competence and accuracy;
- Ability to conform to general office practices and procedures;
- Computer skills including ability to utilize multiple software systems.
- Ability to work independently with little supervision

Personal Attributes

Must also demonstrate the following personal attributes:

- Be honest, trustworthy and respectful;
- Possess cultural awareness and sensitivity;
- Be flexible and show attention to detail;
- Demonstrate sound work ethics;
- Practice punctuality, respect for deadlines, collaborative problem solving and communication skills;
- Ability to work well with general public, Town officials and co-workers.

TOOLS AND EQUIPMENT USED

Requires frequent use of general office equipment, including but not limited to a network computer, familiarity with office word and excel, email, laser printer, copy machine.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is required to occasionally lift and/or move up to 20 pounds.

WORK ENVIRONMENT

The building hosts a smoke free environment. The work environment is characteristic of a general office setting. The noise level is usually moderate. General public, Town officials and other personnel frequent the office for business purposes. Contact with the general public is on a constant, regular basis.