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TOWN OF TIVERTON, RHODE ISLAND  
AGREEMENT  
WITH

SENIOR CENTER DIRECTOR

AGREEMENT entered in this 15<sup>th</sup> day of October, 2003 by and between the Town of Tiverton, Rhode Island, a municipal corporation, hereinafter referred to as "EMPLOYER" and Janice Gomes of the Town of Tiverton, hereinafter referred to as "EMPLOYEE".

WHEREAS, it is the desire of the parties to place into writing the parties' agreement regarding such employment.

NOW THEREFORE, it is agreed as follows:

TERM: The term of this agreement shall commence on July 1, 2003 and will terminate on June 30, 2008.

SALARY: The EMPLOYEE shall receive the sum of \$36,490 per year beginning July 1, 2003 through June 30, 2004

The sum of \$38,312 per year beginning July 1, 2004 through June 30, 2005

The sum of \$40,230 per year beginning July 1, 2005 through June 30, 2006

Years ending June 30, 2007 and June 30, 2008 shall be subject to negotiations between the parties, however, in no event shall the EMPLOYEE'S salary for these years be less than \$40,230 per year.

RETIREMENT: RI State Employees Retirement System - with COLA provisions effective 1/1/04

HEALTH INSURANCE: The EMPLOYEE shall be entitled to Health Insurance (Blue Cross Healthmate Coast to Coast and Delta Dental) for an individual plan coverage at the expense of the EMPLOYER for the period of this agreement. Should the EMPLOYEE choose to have family plan coverage, she shall participate in the payment of such premium at a rate of 10% for the

increment between the individual plan coverage and the family plan coverage. The EMPLOYER reserves the right to provide comparable coverage during the period of this agreement using another plan provider.

LIFE INSURANCE: \$50,000 same as AFSCME contract

HOLIDAYS: Same as AFSCME contract

PERSONAL DAYS: 2 days per year - same as AFSCME contract

VACATION: Same as AFSCME contract  
23 days for years 1 and 2  
26 days for year 3, 4 & 5

SICK DAYS: Eighteen (18) days per year accruing at the rate of one and one-half ( $1\frac{1}{2}$ ) days per month.

LONGEVITY: Same as AFSCME contract

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

a) 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.

b) Death of Employee;

c) The Employee's willful non-compliance with any provisions of Rhode Island law or the Tiverton Home Rule Charter which relate to the Employee's qualifications for holding the position of Senior Center Director

d) Discharge for Cause

Employee may be discharged for cause during the term of this contract for one or more of the following reasons: (1) conviction of a felony (2) repeated willful failure to comply with established Employer policy as set forth in the Tiverton Employees Handbook and/or (3) willful insubordination.

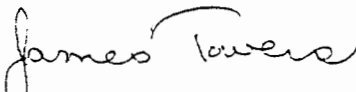
Any suspension/removal of EMPLOYEE during the term of this agreement prior to its termination date shall be governed by Section 1210 of the Town of Tiverton Home Rule Charter.

## RENEWAL

Renewal of the EMPLOYEE'S employment shall be considered by the EMPLOYER only during the last 6 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.

This agreement is executed this 15th day of October, 2003 by:

Town of Tiverton:

  
James Towers

Town Administrator

Employee:

  
Janice Gomes

Employee