

COPY

RECEIVED  
TOWN OF TIVERTON

05 DEC 13 AM 10:14

Town of Tiverton, Rhode Island  
Tax Assessor

Employment Contract

AGREEMENT entered into this 1st day of December 2005 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and David Robert, 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, it is therefore now agreed that the following be affected:

1. TERM

The term of this agreement shall commence on December 12, 2005 and continue for three consecutive years and terminate on December 11, 2008.

2. DUTIES

The Employee shall be responsible for the supervision and overall operation of the Tax Assessor's Department. The Employee shall perform various functions relating to the proper operation of the department and shall fulfill the responsibilities under Section 604 of the Town of Tiverton Home Rule Charter and all applicable sections of the Tiverton Town Code. It is agreed the Employer may, from time to time, modify the duties should town demands warrant it; it is further agreed that attendance and participation at Town Council meetings, the annual Financial Town Meeting and various town committee meetings will be part of assigned duties, at the discretion of the Town Administrator.

All such duties shall be performed regardless of time commitment unless specifically agreed to in writing by the Employer.

3. SALARY

The Employee shall receive the salary of \$57,500.00 per year prorated for the period beginning on the first day of employment through June 11, 2006; the salary of \$59,500.00 per year prorated, from June 12, 2006 through December 11, 2006; , \$61,600 prorated for the period beginning December 12, 2006, through December 11, 2007; and \$63,500.00 prorated for the period beginning December 12, 2007 through December 11, 2008.

The above referenced salary increases shall be implemented only if Employee's performance review is completed on schedule, with an overall rating of Satisfactory or higher.

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.

Additionally, Employee shall be reimbursed for mileage used in the execution of his duties as Tax Assessor at the rate of \$.36 per mile. This figure shall adjust in accordance with IRS regulations.

#### 4. JOB EVALUATION

The Employer shall evaluate the job performance of the Employee after an initial period of six (6) months, and thereafter at least once annually for the entire period of the agreement. 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 Rhode Island Employees' Retirement System with contributions by the Employee to the plan being in accordance with the Employees' Retirement System.

#### 6. VACATION

The Employee shall be entitled to vacation leave at the rate of fifteen (15) days per year accumulated at the rate of 1 and  $\frac{1}{4}$  days per month. It is agreed that

during the term of this contract the Employee may carry forward vacation leave up to an accumulated total of three (3) weeks.

#### 7. SICK LEAVE/PERSONAL LEAVE

The Employee shall be granted 15 sick days per year. Leave may be accumulated for the term of this contract. Sick leave will be accumulated at the rate of 1 and  $\frac{1}{4}$  days per month. There shall be no cash value to any accumulated sick leave at any time during this agreement period. The Employer may require a physician's certificate after five (5) consecutive days of absence from employment due to illness.

The Employee shall be granted three (3) personal days per year with the approval of the Town Administrator.

#### 7. BEREAVEMENT LEAVE

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

#### 8. 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 duties of the office and while acting in the capacity of his employment.

#### 9. HOLIDAYS

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

New Year's Day

Martin Luther King Day

President's Day

Good Friday (one half day)

Memorial Day

Independence Day

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

10. LIFE INSURANCE

The Employee shall be entitled to term life insurance coverage in the amount of \$50,000 for the period of this agreement.

11. HEALTH INSURANCE

The Employee shall be entitled to Health Insurance (Blue Cross Healthmate Coast to Coast and Delta Dental or equivalent plans) for individual plan coverage at the expense of the Employer for the period of this agreement. Should the Employee choose to have family plan coverage, he 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. In lieu of this benefit, the Employee may choose to be compensated at the rate of \$3000.00 per year with such compensation being disbursed in equal biweekly amounts.

12. LONGEVITY (David Robert's hire date is December 12, 2005)

The employee is entitled to receive longevity payments based upon the time in service he has achieved since his initial start employment date with the Town of Tiverton. Once the employee shall have completed five years of service, he shall be compensated the longevity amount listed below, on his anniversary hiring date in one lump sum.

5 - 9 years of service	\$1,000.00
10- 14 years of service	\$1,600.00
15 years or more	\$1,900.00

13. 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) 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 the contract, which disability exists or is likely to exist for a period of more than six (6) months 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 to the Employee. In the event the disability of the Employee continues for a period of one (1) year or more or if the disability is determined to be permanent by competent medical physician via documentation (at least two 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.

d) The Employee's willful non-compliance with any provisions of federal law, Rhode Island law or the Tiverton Home Rule Charter which relate to the Employee's qualifications for holding the position of Tax Assessor.

e) 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 failure to comply with established Employer policy (3) insubordination and/or (4) continuing neglect of duties.

f) Termination for Performance Deficiency

Employee may be terminated for failure to perform assigned duties to the satisfaction of the Town Administrator.

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.

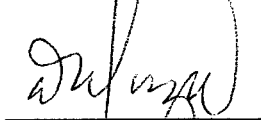
RENEWAL

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 subject to ratification by the Tiverton Town Council.

This agreement is executed this 1st day of December 2005 by:

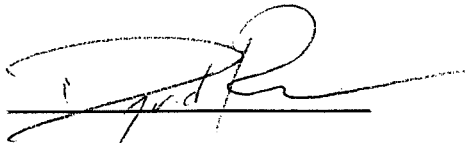
Town of Tiverton:



David A Souza

Town Administrator

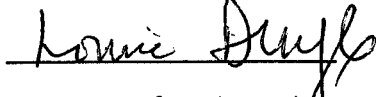
Employee:



David Robert

Employee

Town Council ratification:



Louise Durfee, President

I.