



# Town of Tiverton, Rhode Island

## Employment Contract

AGREEMENT entered into this 15<sup>th</sup> day of May, 2019 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and William L. Moore, 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 one (1) year with two (2) one-year extensions, commencing on June 24, 2019 and ending on June 23, 2022, provided however that there shall be a six-month probationary period beginning June 24, 2019 and ending on December 23, 2019. At any time during such probationary period, the Employer may terminate the Employee's employment for any cause or no cause whatsoever, provided, however, that the Employee shall be given an opportunity of a public hearing before the Town Council prior to such termination becoming final.

### 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 his/her ability, perform those duties which are customarily performed in the position of Tiverton Building Official. A position description is attached hereto (Attachment A).

The Employee is expected to devote his/her entire business time, energy, and skill to the duties and responsibilities of the position, and shall not be employed by any other person, corporation, or organization, or occupied with any self-employment during town business hours of the Employee.

Any outside employment shall require the prior written approval of the Town Administrator. (See Attachment B.)

### 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 a salary of \$80,000 in year one of this contract, with the potential for merit-based salary adjustment in years two and three, 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 forty (40). As this is a salaried position, the actual hours worked may be more or less, and attendance at evening meetings will be required as directed by the Town Administrator. The Employee shall not be entitled to any overtime or compensatory time; however, the Employer at its discretion may grant compensatory time.

For the following positions, it is specifically understood and agreed that the Employee is on call seven days per week, twenty-four hours per day, in partial consideration for which the Employee, at the discretion of the Town Administrator, may be provided with a Town vehicle and/or cell phone.

Town Administrator  
Police Chief  
Fire Chief  
Director of Public Works  
Building and Zoning Official

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

### 5. MOVING AND RELOCATION

N/A

### 6. RETIREMENT

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

### 7. VACATION

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

Years of Service	Vacation Days Earned
First 4 Years of Service	15 Days Per Year
After 4 Years of Service	18 Days Per Year

After 9 Years of Service	21 Days Per Year
After 14+ Years of Service	25 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.

#### 8. 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 during the term of employment and shall be carried over to any subsequent Employment Contract with the maximum number of days accumulated limited to 120 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.

#### 9. BEREAVEMENT LEAVE

The employee may be absent for five (5) work days (with full pay) in the case of death of a spouse or child. The employee may be absent for three (3) work days (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.

#### 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	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.

#### 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 \$100,000.00 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. CONTINUING EDUCATION/PROFESSIONAL DEVELOPMENT

The Employee shall be reimbursed up to a maximum of \$1,000 dollars per year for costs associated with continuing education as related to the position, with prior approval in writing of the Town Administrator. Reimbursement shall be charged against a line item in the department budget that is funded specifically for education, as long as the Employee successfully completes the course.

#### 15. 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 Administrator and upon receipt of duly executed expense reports, with appropriate receipts, statements or affidavits, subject to budgetary constraints.

#### 16. 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 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. 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 - 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, (4) insubordination, and (5) any reason consistent with Section 1210(a) of the Town Charter.

e. The Employer 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 shall be governed by the Town Charter; Section 1210(a).

f. Death of the Employee

## 17. 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.

## 18. 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.

## 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. EXTENSION OF CONTRACT

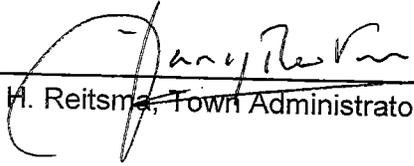
Extension of the Employee's employment shall be considered by the Employer in the last 6 months of the Employee's employment contract. The Employer shall have sole discretion to determine whether to offer the Employee a new employment contract. Not later than 120 days prior to the end of the Employee's 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.



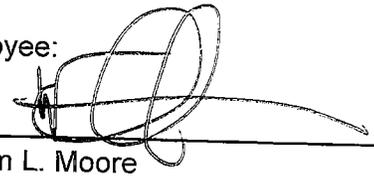
IN WITNESS WHEREOF, the parties hereto have executed this Contract of Employment to be effective as of the date first above stated.

This agreement is executed this 15th day of May 2019.

Town of Tiverton:

  
\_\_\_\_\_  
Jan H. Reitsma, Town Administrator

Employee:

  
\_\_\_\_\_  
William L. Moore

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 13<sup>th</sup> day of May, 2019.

CLERK OF THE TOWN COUNCIL:

Signed:   
\_\_\_\_\_

Printed Name: Nancy L. Mello

Date: 5/16/19

# ATTACHMENT

## JOB DESCRIPTION BUILDING OFFICIAL TOWN OF TIVERTON, R.I.

### SUMMARY OF DUTIES

The Building Official is responsible for managing the overall operation of the Building and Zoning Office in accordance with Section 908 of the Town's Home Rule Charter, applicable sections of the Tiverton Town Code of Ordinances, the State Building Code, and other applicable laws and regulations pertaining to building and zoning. The Building Official also serves as the Town's Floodplain Manager and performs all of the duties associated with that role under federal, state and local laws and regulations. The position reports to the Town Administrator. Responsibilities include supervision of part-time electrical, mechanical, and plumbing inspectors, a part-time Zoning Officer, as well as one full-time clerk. The Building and Zoning Official is expected to attend and participate in meetings of the Zoning Board, Planning Board and Town Council, as directed by the Town Administrator.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

Manages and supervises assigned operations to achieve Town policies and goals, including but not limited to compliance with applicable laws and regulations, protection of public health and safety, protection of town resources, timely and efficient delivery of municipal services with emphasis on customer service. Plans and organizes workloads and staff assignments; trains, motivates, and evaluates assigned staff; manages changes as needed; tracks and reports on performance on a regular basis.

Reviews plans and permit applications, conducts inspections, responds to inquiries and complaints, issues approvals, writes reports, issues notices of violations and takes other enforcement actions in accordance with applicable regulations, including timelines. Ensures proper use and maintenance of database and on-line permitting program. Oversees and directs activities of Zoning Officer., ensuring consistency with same performance standards.

Coordinates activities with other departments and agencies as needed. Provides expertise and assistance in the formulation of short and long range plans; gathers, interprets, and prepares data for studies, reports and recommendations. Makes presentations to boards, commissions, civic groups and the general public. Communicates official programs, policies and procedures to staff and the general public.

Assures that assigned areas of responsibility are performed within budget; prepares annual budget requests and revenue projections for the Building and Zoning Office; monitors revenues and expenditures; implements appropriate financial controls as needed, and assures cost-effective use of budgeted funds, personnel, materials, facilities and time.

Determines work procedures, prepares work schedules, and expedites work flow; studies and standardizes procedures to improve efficiency and effectiveness of operations. Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to policies and procedures.

Exercises supervision over building inspectors, support staff, and other part time or temporary staff, as assigned. Maintains harmony among workers and resolves grievances; performs or assists subordinates in performing duties; adjusts errors and complaints.

Enforces all applicable Town of Tiverton and State of Rhode Island building, zoning and associated codes; issues correction notices and citations. Administers the permitting function, including application, fee assessment and collection, permit issuance, inspection, and certification for occupancy. Researches problems and complaints regarding commercial and residential buildings, building construction and code compliance. Responds to complex and sensitive building issues, including determination of structural integrity after disasters. Is on call for assistance in emergency/disaster situations.

Resolves complex and sensitive customer service issues, either personally, by telephone or in writing. Maintains records and documents of customer service issues and resolutions.

#### QUALIFICATIONS

At least ten years of experience in building construction supervision or design, or an equivalent combination of formal education in building construction or design or a related field and experience in building construction supervision. Demonstrated experience with both residential and commercial construction required. Must be certified as State Building Official by the Rhode Island State Building Code Standards Committee and meet all requirements for Building Inspectors in accordance with the State Building Code. (See attached section 23-27.3-107.) Must be certified as Flood Plain Manager by the Association of State Flood Plain Managers or able to obtain certification within six months of starting work. Computer literacy, including email, scheduling, word processing, database and document management, and basic financial reporting required, s is a valid driver's license. Preferred qualifications include a degree from an accredited educational institution, experience with budgeting and financial reporting, three years of supervisory and enforcement experience, and familiarity with innovations such as e-permitting. The Town of Tiverton is seeking an individual with a track record of working well with the public and diverse interest groups.

## CHAPTER 23-27.3

### State Building Code

#### *ARTICLE 23-27.3-100.0*

#### *Administration and Enforcement*

#### SECTION 23-27.3-107.5

##### **§ 23-27.3-107.5. Local building official – Qualifications – Powers and duties.**

The building official, to be eligible for appointment, shall have had at least five (5) years' experience in construction, design, or supervision. The building official shall be generally informed on the quality and strength of building materials, on the accepted requirements of building construction, on good practice in fire prevention, on the accepted requirements regarding light and ventilation, on the accepted requirements for safe exit facilities, and on other items of equipment essential for the safety, comfort, and convenience of occupants, and shall be certified under the provisions of § 23-27.3-107.6, and shall possess an international code council (ICC) certification as a certified building official (CBO), except that the qualifications outlined in this section shall not be required in the case of a building official holding a current state certification prior to July 1, 2010. The building official shall pass upon any question relative to the mode, manner of construction, or materials to be used in the erection or alteration of buildings or structures. The building official shall require compliance with the provisions of the state building code of all rules lawfully adopted and promulgated thereunder, and of laws relating to construction, alteration, repair, removal, demolition, and integral equipment, and location, use, occupancy, and maintenance of buildings and structures, except as may be otherwise provided for. The building official or his or her assistant shall have the right of entry to buildings or structures, for the proper performance of his or her duties during normal business hours, except that in the case of an emergency the building official shall have the right of entry at any time, if the entry is necessary in the interest of public safety.

## ATTACHMENT B

### Outside Employment

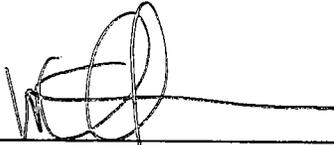
The Parties agree as follows:

William Moore desires to continue working part-time for the Town of Little Compton as its Director of Public Works. He represents that the associated working hours will, on average, not exceed 12 hours per week, those typically being early morning, evening and weekend hours, and that this will not interfere with his ability to perform his duties as Building Official for the Town of Tiverton, both during regular (business day) working hours and as needed to attend evening meetings and respond to emergencies, as required by this Employment Contract. He also represents that his responsibilities as Tiverton Building Official will be his first priority.

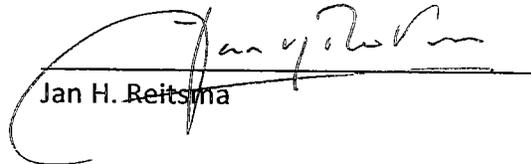
Following in-depth discussion of the logistics, Town Administrator Jan Reitsma accepts these representations and approves the outside employment arrangement with the proviso that:

- The parties will monitor and evaluate this arrangement during and at the end of the six-month probationary period. The evaluation will be made part of the report and recommendation the Town Administrator makes to the Town Council at the end of the probationary period.
- If the probationary period is completed successfully, and the arrangement is determined to work satisfactorily, the parties will continue to evaluate it from time to time as circumstances and conditions may change, and to cooperate so as to avoid conflict, if any.

Signed this 14<sup>th</sup> day of May, 2019:



William L. Moore



Jan H. Reitsma