TOWN OF TIVERTON
Employment Contract Addendum

Original Agreement entered on the 16th day of April 2020 by and between the Town of Tiverton, a municipal corporation hereinafter referred to as the "EMPLOYER" and Jennifer Sciliano, hereinafter referred to as the "EMPLOYEE". Provide the following language as an addendum to the existing contract agreed to on the date listed above:

The EMPLOYEE is entitled to an additional three weeks of paid leave to be used in conjunction with any accrued vacation, personal or sick leave during the and after the birth of her child expected to be delivered in January of 2022 in accordance with the Federal Family Medical Leave Act. This added provision is in accordance with the approved Employee Handbook, section 1 page 4-5 that allows providing for a reasonable accommodation of granting paid or unpaid maternity leave beyond that which an employee might have in accrued time. This additional paid three weeks will expire no later than eight weeks after the birth of the child and shall not be an annual extension of accrued leave. This is a one-time benefit that is being granted to an employee who's medical insurance and coverage is being provided by her husband's employer. Jennifer will utilize her current three weeks of vacation along with this added three weeks of paid maternity leave in conjunction with an ability to work from home during the six to eight weeks after giving birth.

Agreed to by Town Administrator Christopher Cotta — Date: 10/12/2021

Agreed to by Jennifer Siciliano — Date: 10/12/2021

Ratified by Town Council – Denise DeMedeiros, Council President — Date: 10/18/2021

TOWN OF TIVERTON

EMPLOYEE HANDBOOK

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Table of Contents

Section 1: The Way We Work

A Word About This Handbook 1
Total Quality Management 3
Equal Employment Opportunity 3
Pregnancy Accommodation 4
Americans with Disabilities Act 6
A Word About our Employee Relations Philosophy 7
No Harassment 7
Categories of Employment 12
Anniversary Date 13
Seniority 13
Driver's License/Driving Record 13
Bonding Requirement 14
Certification, Licensing and Other Requirements 14
Immigration Reform and Control Act 15
New Employee Orientation 16
Your Human Resources Department 17
Suggestions and Ideas 17
Talk to Us 18

Section 2: Your Pay and Progress

Recording Your Time 1
Payday 2
Longevity Policy 2
Paycheck Deductions 3
Garnishment/Child Support 4
Performance Reviews 5
Job Descriptions 5
Overtime 6
On Call 6
Reporting Time Pay 7

orientation; gender identity or expression; country of ancestral origin; positive AIDS test result [except where shown, on the testimony of competent medical authorities, to constitute a clear and present danger of AIDS virus transmission to others], genetic testing, housing status, off-duty tobacco usage and seeking or obtaining (or refusing to seek or obtain) a protective order.

You may discuss equal employment opportunity related questions with the Town Administrator or any other designated member of management.

Pregnancy Accommodation

The Town will provide reasonable accommodations to female employees related to pregnancy, childbirth, or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the Town.

When an employee requests a reasonable accommodation, the Town will explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- allowing more frequent breaks or periodic rest;
- assisting with manual labor;
- modifying job duties;
- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a leave of absence (leave may be paid or unpaid).

The Town may require the employee to provide a certification in connection with a request for reasonable accommodation that includes the following:

- the date the reasonable accommodation became medically advisable;
- the probable duration of the reasonable accommodation; and
- an explanatory statement as to the medical advisability of the reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact your supervisor.

TOWN OF TIVERTON

Employment Contract

AGREEMENT entered this 16th day of April 2020, by and between, the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and Jennifer Siciliano, 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 Town Council the immediate supervisor of the Employee, as the context may dictate.

WHEREAS: the Town Administrator, with the approval of the 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 April ~~27~~ 29, 2020 and ending on April ~~26~~ 28, 2023, provided however that there shall be a six-month probationary period beginning April ~~27~~ 29, 2020 and ending October ~~26~~ 28, 2020.

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 Town Planner. A position description is attached hereto (Attachment A).

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

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 the starting salary of $86,000 in year one of this contract. Following the end of the Probationary Period, as set forth in Paragraph 1 herein, the Town Council will consider an increase

to $87,000 for the remaining six months of year one 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 the 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.

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 to and from the employee's office location of 343 Highland Road, Tiverton, RI 02878. In no event shall Employee receive commuting mileage to and from home to the designated office location.

5. MOVING AND RELOCATION - N/A

6. RETIREMENT

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

7. VACATION

The Employee shall be entitled to 3 weeks or 15 vacation days leave per year accrued on a monthly basis. Upon termination of employment, employee shall be required to pay Town for any vacation days taken prior to accrual.

It is agreed that during the term of employment, the Employee may not carry forward more than 5 days of vacation time per year. Upon termination of this contract, any unused vacation leave shall be paid to the Employee. Should this contact be renewed, any unused vacation leave shall carry over to the new contract.

8. SICK LEAVE/ PERSONAL LEAVE

The Employee shall be entitled to ten (10) sick days per year accrued on a monthly basis. 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 and carried over from contract to contract is limited 30 days. There shall be no cash value to any accumulated sick leave upon termination/ separation or retirement.

The Employee shall be entitled to three (3) personal days per calendar year, none of which may accumulate beyond the end of each year each year. There shall be no cash value for personal days upon termination or separation of employment or retirement.

9. BEREAVEMENT LEAVE

The Employee may be absent for five (5) work day (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 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 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 and Friday after
Christmas Day and half a day on Christmas Eve

If one of the above holidays falls on Saturday, it normally is observed on the preceding Friday. If a holiday falls on Sunday, it normally is observed on the following Monday.

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 or 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 for the term of employment.

13. HEALTH INSURANCE

The Employer will provide the employee covered by this agreement, medical insurance for the individual employee and his or her immediate family on a group basis a Blue Cross Blue Shield Blue Solutions High Deductible Health Plan (HDHP) coupled with a Health Saving Account (HSA).

Deductible amount and employee contribution shall be as follows:

Family Plan: $6,000
Employer Share = $3,000
Employee Share = $3,000

Individual Plan: $3,000
Employer Share = $1,500
Employee Share = $1,500

The Town agrees to advance the monetary amounts of said deductible ($6,000 family or $3,000 individual) to a prepaid debit card that shall be issued to the employee. The employee shall utilize said debit card for medical payments as needed to satisfy said deductible of the HDHP.

The amount of the employee share $3,000 family and $1,500 individual (half of the amount that was advanced) shall be paid back to the Town through payroll deduction. The amount of the employee share shall be divided by the total number of pay periods within the year and shall be withheld prior to payroll taxes being withheld. Upon leaving employment with the Town, for any reason, the employee shall be responsible for repaying the Town's advance of the employee's share of the health saving account contribution in full, which the Town may deduct from such employee's final paycheck. As a condition of receiving this advancement of funds, each employee shall be required to sign an authorization from allowing the Town to deduct any such amounts from his/her final paycheck.

A third party shall administer the debit card for the employee. Any and all costs associated with the administration of said debit card from the third party shall be borne by the Town.

The Town agrees to provide the employee and their family members (if applicable) with initial debit cards at no cost to said employee. Two (2) cards per family plan shall be issued, and more can be requested by the employee.

Any charges associated with replacing said debit card to the employee or their family members shall be borne by the employee.

There will be no premium co-share of the above cited HDHP contributed by the employee towards the cost of the plan, except as specified herein.

HSA funds will be maintained as permitted by current IRS regulations.

If the employee elects not to take part in the health plan she shall be entitled to an annual payment of $3,000 for family or $1,500 for individual. This payment shall be pro-rated and paid in bi-weekly installments for the period in which an employee opts out of the health plan during the course of the fiscal year.

Delta Dental Basic Services Contract shall be provided with no co-share paid by the employee.

The employee's health and dental plans described above, shall be modified to mirror the municipal AFSCME employee contract provisions for health and dental effective from the date the AFSCME contract is ratified in the future.

14. CONTINUING EDUCATION / PROFESSIONAL DEVELOPMENT

The Employee shall be reimbursed up to a maximum of $750.00 dollars (per fiscal year) for costs associated with continuing education in relation to the American Institute of Certified Planners (AICP) or other similar agencies providing training in the field of municipal planning. Said reimbursement requires prior written approval of the Town Administrator and the amount is limited to the annual budget authorized per the Financial Town Referendum on a fiscal year basis. 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 if applicable.

15. TERMNATION

Notwithstanding any provision in this Agreement to the contrary, this Agreement and the Employee's employment thereunder may be terminated, subject to the requirements of Section 1210(a) of the Town's Home Rule Charter as it may be amended from time to time, on the following grounds and conditions:

(A) Unilateral Termination by Employer: As an Employee at Will, the Employee serves at the pleasure of the Town, and the Town may terminate the Employee with or without cause.

(B) Unilateral Termination by Employee: As an Employee at Will, the Employee may resign her position with the Employer with or without cause; provided, however, the Employee agrees to provide the Town with at least ninety (90) days' notice in advance of such resignation, unless the parties otherwise agree.

(C) Death: This Agreement shall terminate upon the death of the Employee at which point all obligations of the Town and the Employee shall cease. Provided however, the Employer shall pay the estate of the Employee all unpaid salary and accrued but unused vacation pay through the date of her death.

(D) Disability: Recognizing that such an eventuality would pose a substantial and undue burden on the Employer, this Agreement shall terminate, and all obligations hereunder shall cease, if the Employee is disabled from performing the usual and normal functions of her job for a period of more than six months in any twelve month period or if the employee is unable to perform the essential functions of her job with or without a reasonable accommodation.

16. TOWN PROPERTY

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

17. CONFIDENTIAL AND PROPRIETARY PROPERTY

The Employee agrees to hold all confidential and proprietary information in strict confidence, except as otherwise permitted by law. The Employee 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 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 3 months of the Employee's employment contract. The Employer shall have the sole discretion to determine whether to offer the Employee a new contract. Not later than 30 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 in writing shall result in an extension of the contract for a period of 60 days.

20. 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:

Town: Town Administrator, Town of Tiverton, 343 Highland Road, Tiverton, RO 02878

Employee: Jennifer Siciliano, [redacted]

21. 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.

22. CHOICE OF LAW

This Employment Contract shall be governed by the General Laws 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 personnel jurisdiction of such courts for the purpose of any such dispute, and the Employee waives any jurisdictional or venue-based objections that the Employee might have as to any such dispute being heard in such a court.

23. EFFECTIVENESS AND EXECUTION

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

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 16th day of April, 2020.

Town of Tiverton

Christopher Cotta, Interim Town Administrator

Jennifer Siciliano, Employee

Attested, that this Contract of Employment was approved and ratified by the Town Council of the Town of Tiverton, Rhode Island, by action duly taken on the 13 day of April, 2020.

Clerk of the Town Council:

Signed: Nancy L. Mello Date: 4/16/20

Nancy Mello, Clerk of the Town Council

Date of Town Council Ratification: 4/13/20