

# TOWN OF TIVERTON

## Employment Contract

AGREEMENT entered this <sup>th</sup> 16 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

*cc 29*  
The term of this employment contract shall be three (3) years commencing on April <sup>29</sup> ~~27~~, 2020 and ending on April <sup>28</sup> ~~26~~, 2023, provided however that there shall be a six-month probationary period beginning April <sup>28</sup> ~~27~~, 2020 and ending October <sup>28</sup> ~~26~~, 2020. *cc Jz*

### 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 contract 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. TERMINATION

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.

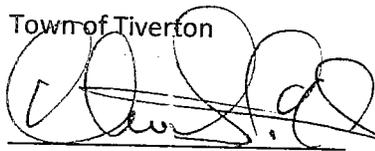
#### 23. EFFECTIVENESS AND EXECUTION

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 16<sup>th</sup> day of April, 2020.

Town of Tiverton

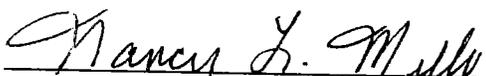


Christopher Cotta, Interim Town Administrator

  
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 Mello, Clerk of the Town Council

Date: 4/16/20

Date of Town Council Ratification: 4/13/20