

TOWN OF TIVERTON, RHODE ISLAND

**PLANNER
EMPLOYMENT CONTRACT**

AGREEMENT entered into this 11th day of February, 2016 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and Marc R. Rousseau, 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 employ Marc R. Rousseau as Town Planner, a salaried position, it is now agreed that the following be effected:

1) TERM

The term of this agreement shall commence on February 11, 2016 and may continue for three (3) consecutive years and terminate on February 10, 2019. The parties agree that this contract is contingent upon the Planner also serving as the Town Council appointed Administrative Officer (AO) to the Planning Board. The term of the AO appointment may vary.

2) DUTIES

Consistent with the Tiverton Home Rule 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 ability, perform those duties required of the position of Tiverton Planner as described in Exhibit A attached hereto. The duties of the AO are attached as Exhibit B for reference.

The Town Planner will have the status of a department head in the administration of the Town. He is authorized to direct, supervise and discipline employees assigned to assist him. He will attend department head meetings and other internal management meetings as requested by the Town Administrator.

The Employee is expected to devote his 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 Hall business hours, 8:30 AM to 4:00 PM Monday through Friday. Any outside employment shall require the prior written approval of the Town Administrator.

The Employee is required to provide the Town with an average of forty (40) hours of work per week. The Employer and Employee agree that the position of Town Planner is an exempt professional and managerial position under the Federal Fair Labor Standards Act and that, from time to time, the Employee may be required to work longer than a 40-hour week without additional overtime compensation. The Employee is expected to attend meetings of the Tiverton Planning Board and such formal or informal committees of Town government

are formed to deal with land use and/or planning issues. He is also expected to attend meetings of the Tiverton Town Council when any item of its agenda is relevant to his work, and at such other times as requested by the Town Administrator.

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

3) POLICES 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

The Employee shall receive the salary of \$56,100 per year pro-rated for the year beginning February 11, 2016 and ending February 10, 2017. In years two and three of this contract; potential salary increases effective on the anniversary date of this contract shall be determined by merit after evaluation by the Town Administrator and approval by the Tiverton Town Council.

All of the stated amounts are to be paid on an every two week 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.

5) PERFORMANCE EVALUATION

The Employer shall evaluate the job performance of the Employee at least once annually for the entire period of the agreement. It is understood that the evaluation of this Employee's performance, since he will occupy both the Planner position and the Administrative Officer position (a Town Council appointment), will require feedback and discussion with all parties with direct or indirect oversight of his role, including at a minimum the Town Administrator, Town Council, and Planning Board.

The Employer reserves the right to conduct a job evaluation at any time during the term of the agreement.

The Employee shall maintain his professional certification through the American Institute of Certified Planners (AICP) in good standing as a condition of his employment.

6) RETIREMENT

The Employee shall participate in the RI State Municipal Employee Retirement System, with contributions to the plan made by the Employee pursuant to the provisions of the retirement plan.

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 written approval of the Town Administrator. Except as provided above, 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 shall carry over to the new contract.

8) SICK LEAVE/PERSONAL LEAVE

The Employee shall be granted fifteen (15) sick days per year. Leave may be accumulated for the term of this contract. There shall be no cash value to any accumulated sick leave upon termination/separation. The Employer must receive a physician's certificate after three (3) consecutive days of absence from employment due to illness, no later than the close of business on the third consecutive day of absence. The Employee shall be granted three (3) personal days annually with no accumulation or cash value.

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; three (3) work days (with full pay) in the case of death of a mother, father, brother or sister, and two (2) days for a father-in-law, mother-in-law, grandparent, aunt or uncle. Additional days may be granted at the discretion of the Town Administrator for any Bereavement leave.

10) 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 the office and while acting in the capacity of his employment.

11) 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
- Memorial Day
- Good Friday (Half Day)
- Independence Day
- Victory Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve (Half Day)
- Christmas Day

12) LIFE INSURANCE

The Employee shall be entitled to term life insurance coverage in the amount of one hundred thousand dollars (\$100,000) for the period of this agreement.

13) HEALTH INSURANCE

The Employee shall be entitled to Health and Dental Insurance with all the terms and conditions provided for in the AFSCME Local 2670A contract currently in place, as may be amended from time to time.

14) CONTINUING EDUCATION

The Employee shall be reimbursed for costs associated with continuing education as related to the position and approved in writing by the Town Administrator prior to course enrollment. 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 Employer 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, and

agrees to reimburse such expenses with prior written approval of the Town Administrator, upon receipt of duly executed expense reports, with appropriate receipts, statements or affidavits, subject to budgetary constraints.

16) SUSPENSION/TERMINATION

Notwithstanding the term of this employment contract, termination shall 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) Death of Employee;
- d) Disability of Employee (as defined and/or in compliance with Federal and State laws and regulations);
- e) Suspension or Discharge for Cause:

Employee may be suspended or discharged for cause during the term of this agreement for one or more of the following reasons:

- i) Conviction of a felony or conviction of a misdemeanor relating to the official duties of the employee or violating the public trust;
- ii) Repeated failure to comply with established Employer policy;
- iii) Continuing neglect of duties;
- iv) Insubordination;
- v) Non-compliance with any provisions of law or this contract which relate to the Employee's qualifications for holding the position of Town Planner.

The Town Administrator 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 prior to its termination date shall be governed by Section 1210 of the Town of Tiverton Home Rule Charter.

17) SEVERANCE PACKAGE

In the case of termination of the Employee prior to the end of the term of this contract, Employer may negotiate a severance package, which must be approved by the Town Council.

18) STATUS REPORT

Prior to the issuance of the Employee's final paycheck, and at any time upon request of the Town Administrator the Employee shall submit a written report to the Town Administrator, which details the status of his 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. The Employee's final paycheck any be withheld until such final report is submitted.

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. 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.

20) POLICIES AND PROCEDURES

The Employee is subject to all policies and procedures as adopted by the Employer in the Town of Tiverton personnel handbook.

This agreement is executed this ___ day of February, 2016. This contract shall have no binding effect on the Town of Tiverton until it is approved by the Town Council in accordance with all relevant provisions of the Tiverton Home Rule Charter and Code of Ordinances.

Town of Tiverton:

Employee:

Matthew J. Wojcik
Town Administrator

Marc R. Rousseau
Town Planner

EXHIBIT A

TOWN PLANNER JOB DESCRIPTION

- Aid and assist the Planning Board with the formulation and implementation of the Comprehensive Community Plan and its revisions;
 - Aid and assist the Planning Board with the rewriting of zoning ordinances;
 - Maintain the informational resources, including GIS maps and related databases, required to support the land use processes of the Town;
 - Provide technical support to the Planning Board, the Zoning Board of Review, Town Administrator and the Town Council;
 - Supervise clerical staff, including the Land Use Clerk;
 - Prepare and make presentations to appropriate boards/commissions on recommendations requiring action;
 - Assist the Building/Zoning Official in matters of zoning;
 - Develop short, medium and long range plans for the Town Administrator in response to Town Council requests and represent the town in planning endeavors;
 - Monitor funding opportunities and prepare grant applications available through the Rhode Island State Office of Planning or other appropriate sources;
 - Conduct Grant, Contract and Cost Management of Planning and Grant Projects;
 - Attend all Town Council, Planning Board and Zoning Board of Review meetings;
 - Prepare and administer department budget;
 - Respond to Federal and State inquiries and prepare necessary reports;
 - Keep the Town apprised of any changes to State law affecting zoning, land use and subdivision regulation;
 - The Planner reports to the Town Administrator and other responsibilities and duties may be assigned as required by the Town Administrator.
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Administrative Officer

Appointment and Qualifications

Exhibit B

- Appointment “in accordance with Town Charter” (Article 23-6(a)); Planning Board recommendation also required (Article 23-6(a))
- Initial term of up to 1 year, subsequent appointment may be for term of up to 2 years (Code of Ordinances, Appendix B [Subdivision regulations] Article 3 Section 23-6(a))
- Pool of eligible candidates:
 - May be any member of any municipal Planning Board, including the local board, and including the Chair (Article 3 Section 23-6(b))
 - May NOT be a member of the Zoning Board (Article 3 Section 23-6(b))
 - May be an appointed official of the municipality (see Article 3 Section 23-1)
 - Employment as a municipal planner, building official or inspector (Article 3 Section 23-6(b));
 - Employment as a land use consultant (Article 3 Section 23-6(b));
 - Employment as registered architect, engineer, surveyor or soil scientist (Article 3 Section 23-6(b))
- Required knowledge (Article 3 Section 23-6(b)):
 - Thoroughly familiar with land use planning;
 - Thoroughly familiar with federal, state and local land use regulations, including
 - zoning regulations;
 - Subdivision review process;
 - RIDEM requirements and procedures

Administrative Officer

Exhibit B

Formal Duties Under Various Ordinances

- Serves as chair of the Technical Review Committee (TRC) (Article 3 Section 23-7(a))
- Drafts and submits the written comments of the TRC to the Planning Board (see Article 3 Section 23-7(c) and Article 9 Section 23-46(b))
- Oversees and coordinates review, approval, recording and enforcement provisions of the subdivision regulations (Article 3 Section 23-7(c)(1))
- Coordinates reviews of proposed land development projects with other jurisdictions, as directed by the Planning Board (Article 3 Section 23-7(c)(2))
- Coordinates enforcement of the subdivision regulations, which includes coordinating the enforcement activities of the zoning officer, town engineer, planning board staff, municipal staff and the department of public works required by those regulations (Article 3 Section 23-7(c)(3))
- Represents Planning Board before other town boards as assigned by the Board (Article 3 Section 23-7(c)(4))
- Shall advise applicants of submission requirements and procedures for review and approval (Article 4 Section 23-11)
- Solicits and documents comments from various Town, State and other officials as required as part of initial review of major development Master Plan applications (Article 7 Section 23-28(b))
- Certifies application as complete (or not) within required period from date of submission; if complete, review process begins or approval is given within various statutory time clocks as they apply, depending on the nature (size/scope) of the application (see Articles 5,6,7)
- Monitors the status of all ongoing development with regard to their construction, inspection, and performance guarantee status (Article 11 Section 23-71(c))
- Determines eligibility of projects within the Planned Development Park for expedited review, thereby altering the time clock for review and approval (Zoning Code Section 19(P)(2) and (3))