Town Administrator's Office

343 Highland Road, Tiverton, Rhode Island 02878 (401) 625-6710

Memorandum

Date: April 2, 2015

To: Town Council

From: Matt Wojcik

RE: Fiscal Impact Statement for Code Enforcement Officer contract

Generally a fiscal impact statement should disclose any change being made to a budget line as a consequence of a collective bargaining or individual employment contract. Please be advised that the Code Enforcement Officer contract as presented will not require any changes to projected spending levels either for this fiscal year or next. The budget process has always included funding for this position as drawn up in this contract and in the budget.

For sake of reference, the following items are costs associated with this position:

1. Salary: $ 65,000
2. FICA: $ 4,875
3. MERS ER contribution: $ 3,510
4. Health insurance premium: $ 12,200 family, $ 4,830 individual
5. HSA ER contribution: $ 2,000 family or $ 1,000 individual
6. Dental insurance: $776 family, $ 250 single
7. Life insurance: $ 768
8. HSA admin fee, annual: $ 45

Therefore, depending on the insurance elections noted, the cost to carry this position ranges from $ 80,278 to $ 89,174.

TOWN OF TIVERTON, RHODE ISLAND

CODE ENFORCEMENT OFFICER
EMPLOYMENT CONTRACT

AGREEMENT entered into this 1st day of April, 2015 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and Neil J. Hall, 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 as a salaried position, it is now agreed that the following be effected:

1) TERM

The term of this agreement shall commence on April 1, 2015 and continue for three (3) consecutive years and terminate on March 31, 2018.

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 which are customarily performed in the position of Tiverton Code Enforcement Officer. 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 average hours per week are expected to be 40. As this is a salaried position, the actual hours may be more or less in any given week. The Employee shall not be entitled to any overtime or compensatory time. It is agreed that the Employee is on call seven days per week, twenty four hours per day.

The Employee shall be responsible for the supervision and overall operation of the Code Enforcement Department, leading and/or overseeing building code and zoning code enforcement, including but not limited to that of electrical, mechanical, plumbing inspectors as well as clerical staff of the department. The job description for this position is attached hereto as Appendix A and is hereby made part of this contract. The Employee shall fulfill the responsibilities found in Section 908 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, reasonably modify the Employee's duties should Town demands warrant it. It is further agreed that attendance and participation at all Zoning Board meetings, the Financial Town Hearing and periodic Planning Board and Town Council meetings, at the discretion of the Town Administrator, will be part of assigned duties.

All such duties shall be performed regardless of time commitment unless specifically agreed to in writing by the Employer. It is agreed that the Employee has the use of a town vehicle for the performance of such duties and he has the right to use such vehicle for commuting purposes.

3) SALARY

The Employee shall receive the salary of $65,000.00 per year pro-rated for the year beginning April 1, 2015 and ending March 31, 2016. 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.

4) PROBATIONARY PERIOD

It is understood by the parties that the Employee has been assigned to the Town of Tiverton by the State Building Commissioner for two months prior to the effective date of this contract. The Town has had the benefit of evaluating the Employee for that time. Therefore, for purposes of this contract only, the parties agree to a four (4) month probationary period during which time the employee may be dismissed without the benefit of the termination clauses of this contract. Within 30 days before the end of the probationary period the employee shall receive a performance evaluation by the Administrator.

The parties agree that successful completion of all training and testing required to obtain credentials as a Certified Floodplain Manager (CFM) is a requirement of the employee's contract. The parties agree that the uncertainty associated with the conduct of the necessary classes and examination by the State of Rhode Island precludes the establishment of a date certain for attainment of the necessary credential(s). Thus, the failure to secure these credentials will render this agreement null and void, provided that, the Employer may extend the time period allowed for accomplishment of the CFM designation at the recommendation of the Town Administrator and approval of the Town Council.

5) PERFORMANCE EVALUATION

The Employer shall evaluate the job performance of the Employee prior to the conclusion of the probationary period and 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.

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. The parties agree that the employee will accrue 1.25 days per month until the end of his probationary period and may use time accrued during his probationary period, provided that should he be terminated before the end of his probation, vacation time accrued shall have no cash value. The parties agree that the employee shall be awarded the remainder of his year one vacation allotment upon completion of his probationary period for use in accordance with the notice and approval requirements of this contract or the Town of Tiverton Employee Handbook.

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
President's Day
Memorial Day
Victory Day
Columbus Day
Thanksgiving Day
Christmas Eve (Half Day)
Martin Luther King Day
Good Friday (Half Day)
Independence Day
Labor Day
Veterans Day
Day after Thanksgiving
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 Rhode Island law or the Tiverton Home Rule Charter which relate to the Employee's qualifications for holding the position of Code Enforcement Officer.

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

Renewal of the Employee's employment shall be considered by the Employer in the last three (3) months of the Employee's employment contract. Not later that 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 the Employee a new employment contract.

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 2nd day of April, 2015. 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:

Matthew J. Wojcik
Town Administrator

Employee:

Neil J. Hall
Code Enforcement Officer

JOB DESCRIPTION
CODE ENFORCEMENT OFFICER
TOWN OF TIVERTON, R.I.
REVISION DATE: APRIL 2, 2014

SUMMARY OF DUTIES

The Code Enforcement Officer shall be responsible for the supervision and overall operation of the Building/Zoning department, including but not limited to that of electrical, mechanical, and plumbing inspectors, as well as the clerical staff of the Department. The Code Enforcement Officer shall fulfill the responsibilities required by Section 908 of the Town of Tiverton Home Rule Charter and all applicable sections of the Tiverton Town Code. The Code Enforcement Officer shall attend and participate in all Zoning Board meetings, and Planning Board and Town Council meetings as assigned at the discretion of the Town Administrator. This position serves as Tiverton's Floodplain Manager and performs all of the tasks associated with that role under federal, state and local requirements.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Manages and supervises assigned operations to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates, and evaluates assigned staff; reviews progress and directs changes as needed.

Coordinates Department 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; performs cost control activities; prepares annual budget requests and revenue projections for the Department's operations; monitors revenues and expenditures to assure sound fiscal control; assures effective and efficient 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.

Prepares and administers the annual operating budget of the building and code enforcement department.

Enforces all applicable Town of Tiverton and State of Rhode Island codes; issues correction notices and citations. Administers the permitting function, including application, fee assessment and collection, permit issuance, inspection, and 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.

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

Must have 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 deemed qualified and certified by the Rhode Island Building Standards Code Committee. Must hold a valid driver's license. Computer literacy, including email, schedule and document management, and basic financial reporting required. Works well with the public, providing timely and accurate customer service on a consistent basis.