Town of Tiverton, Rhode Island

Employment Contract

AGREEMENT entered into this 7 day of January, 2013 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and Steven Berlucchi, 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.

NOW, THEREFORE: 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 extension contract shall be three (3) years, commencing on January 7, 2013 and ending on January 6, 2016.

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 the best of his/her ability, perform those duties which are customarily performed in the position of Director of Public Works. A position description is attached hereto.

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 such employee.

Any outside employment shall require the prior written approval of the Town Administrator.

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 starting salary of $82,400 in year one of this contract. Years 2 and 3 shall be negotiated at least 30 days prior to the annual anniversary date of the signing of this employment contract, and in the absence of agreement, the year-one salary shall be continued. There will be a potential for merit increases subject to a performance review and funding appropriation at the FTR. The stated amount is to be paid in arrears pro rata on a fortnightly basis. 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 be 40. As this is a salaried position, the actual hours worked may be more or less, and attendance at evening meetings is to be expected upon the request of the Town Administrator. The Employee shall not be entitled to any overtime or compensatory time. However, the Employer at his 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, and 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
Wastewater Superintendent

If Employee is required to use their 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

(Draft as Needed)

6. RETIREMENT

The Employee shall participate in the Rhode Island State Employees Retirement System with COLA C provisions effective November 1, 2006 with contributions to the plan by the Employee pursuant to the provisions of the retirement plan (excluding Police Chief who is in a different Pension Plan) 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 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 and the Friday after
Christmas Day and Half a day on Christmas Eve

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 SAVINGS ACCOUNT(S)

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 with such compensation being disbursed in equal fortnightly amounts.

14. CONTINUING EDUCATION/PROFESSIONAL DEVELOPMENT

The Employee shall be reimbursed up to a maximum of $2000 dollars per year for costs associated with continuing education as related to the position, with prior approval in writing of the Employer. 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 of Employee (as defined and/or in compliance with State and Federal regulations).

d. 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: (1) conviction of a 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.

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. SEVERANCE PACKAGE

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

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 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. 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. EFFECTIVENESS AND EXECUTION

This Employment Contract will not be deemed to be executed until approved by the Tiverton Town Council by resolution 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 30 day of May 2013.

Town of Tiverton: J C Moncalo
Town Administrator

Employee: S Bulwerk

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 30 day of May, 2013.

CLERK OF THE TOWN COUNCIL:

Signed: Nancy L. Mello

Printed Name: Nancy L. Mello

Town Clerk
May 30, 2013