TOWN OF TIVERTON, RHODE ISLAND
TOWN ADMINISTRATOR'S OFFICE

EXECUTIVE ADMINISTRATIVE ASSISTANT'S EMPLOYMENT AGREEMENT

Agreement entered into this 15th day of October, 2013 by and between the Town of Tiverton, Rhode Island, a municipal corporation, hereinafter referred to as "EMPLOYER" and Mary Lou Sullivan, of the Town of Tiverton, hereinafter referred to as "EMPLOYEE".

WHEREAS, it is the desire of the parties to place into writing the parties' agreement regarding such employment, NOW THEREFORE, it is agreed as follows:

TERM: The term of this agreement shall commence on July 23, 2013 and will terminate on July 22, 2016.

HOURLY RATE: For the period commencing on July 23, 2013 the rate is established at $22.02 per hour.

HOURS PER WEEK: 35.0 hours per week

WORK SCHEDULE: The work schedule is to be 8:30am to 4:00pm with a thirty minute unpaid lunch break

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.

HEALTH INSURANCE:

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.

LIFE INSURANCE: $50,000 life coverage is provided at no cost to the employee.

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.

SICK LEAVE: 15 sick days per year accruing at the rate of 1.25 days per month. There will be no cash value for any unused sick leave days at any time during the employment period. Sick leave days may be carried forward to future contract periods only with the prior written agreement of the Town Administrator. Sick leave days may be accumulated up to 90 days.

PERSONAL TIME: The Employee is entitled to three days of personal time to be used at the Employee's request with the approval of the Town Administrator. Personal Time is not eligible for carry-forward from year to year. All Personal Time must be either used or is lost if not used by July 23rd of each year.

VACATION: One week vacation in the first year, two weeks per year until the employee has completed five years of employment. After five years of employment have been completed the employee shall earn three weeks of vacation per year. After ten years of employment have been completed the employee shall earn four weeks of vacation per year. The Employee is allowed to accumulate and carry forward no more than three weeks of earned vacation from year to year.

BEREAVEMENT LEAVE:
The employee may be absent for three consecutive calendar days (with full pay) in the case of death of a father, mother, brother, sister, spouse or child. Two days for father-in-law or mother-in-law or a grandparent. One full day in the case of an Aunt, Uncle, Cousin, Niece, Nephew, Brother-in-law, Sister-in-law. An additional day may be granted at the discretion of the Town Administrator for any bereavement leave.

JURY DUTY: The Employee, if called for jury duty, shall while serving as a Juror, receive the difference between the salary he/she would normally receive during such service and the amount he/she receives for such services as a juror.

COMPENSATORY TIME:
The employee is allowed to accumulate up to no more than a total of thirty-five (35) hours of compensatory (comp) time at any give time. Compensatory Time will be discharged prior to any vacation and or personal time in-order to maintain as little a balance as

possible. **No more than 35 hours of compensatory time may be carried over into the next fiscal year.**

LONGEVITY: There will be no Longevity associated with this agreement.

SUSPENSION/REMOVAL: 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 sixty (60) 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) The Employee's 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.
e) Discharge for Cause;
Employee may be discharged for cause during the term of this contract 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.

(f) Disability of the Employee;

In the event of disability, by illness or physical or mental incapacity of the EMPLOYEE to perform his duties and obligations as prescribed under this contract, which disability exists or is likely to exist for a period of more than six (6) months during the term of this agreement, the EMPLOYER may, in its discretion, make a proportionate deduction from the EMPLOYEE'S salary, subject to the EMPLOYEE'S entitlement to sick leave or other applicable benefits accrued to the EMPLOYEE. In the event the disability of the EMLOYEE continues for a period of one (6) months or more or if the disability is determined to be permanent by competent medical physician via documentation (at least two physicians specializing in the are of the claimed disability other than the EMPLOYEE'S treating physician), the EMPLOYER may terminate the Agreement at its option with notice to the EMPLOYEE and all obligations of the EMPLOYER for payment of salary and other benefits shall cease.

Any suspension/removal 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. Any

suspension may be without pay at the discretion of the Town Administrator.

RENEWAL:

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.

POLICIES AND PROCEDURES:

The Employee is subject to all policies and procedures as adopted by the Employer.

PERSONNEL EVALUATION:

The Employer shall evaluate the Employee annually on the Employee's anniversary date of hire. A copy of the Employee's evaluation shall be kept in the Employee's personnel file.

This agreement is executed this 18th day of October, 2013 by:

Town of Tiverton:	Employee:
James Goncalo Town Administrator	Mary Lou Sullivan Employee

Town Council Ratified on Oct 15, 2013
Date

/JimsDocs/DeptHeads/ML Sullivan 07-13 contract