



# Town of Tiverton, Rhode Island

## Employment Contract

This AGREEMENT (the "Agreement") is entered into this 29th day of April, 2021 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and John M. Hoyle Jr., 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 the Town Administrator, 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 Agreement with the Employee as a salaried position, it is now agreed as follows:

### 1. TERM

The term of this Agreement shall be three (3) years, commencing on April 29, 2021, and ending on April 28, 2024. There shall be a six-month probationary period beginning April 29, 2021 and ending on October 28, 2021; provided, however, the Employee shall, at all times, serve at the pleasure of the Employer pursuant to R.I. Gen. Laws § 23-27.3-107.1 and the Tiverton Home Rule Charter.

### 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 Building Official. A position description is attached hereto as Attachment A.

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, except with the prior written approval of the Town Administrator.

Any outside employment shall require the prior written approval of the Town Administrator. (See Attachment B.) The employee has disclosed his personal business interest in Limerock, LLC, a personally owned business consisting of architectural drafting which is approved as long as this business does not create a conflict of duties for his role in the Town of Tiverton as the

Building Official or detract from his duties and responsibilities as the Town Building Official, as determined by the Town Administrator.

### 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 a salary of \$80,000 in year one of this contract, 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 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; however, the Employer at its discretion may grant the Employee occasional time off.

It is specifically understood and agreed that the Employee is on call seven days per week, twenty-four hours per day, 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.

If the Employee is required to use his 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

N/A

### 6. RETIREMENT

The Employee shall be eligible to participate in the Rhode Island State Employees Retirement System, 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 available 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. Upon the Employee's separation from employment for any reason after one year of service with the Town, any unused vacation leave (pro-rated from the Employee's anniversary date to the date of separation) shall be paid to the Employee.

#### 8. SICK LEAVE/PERSONAL LEAVE

The Employee shall be entitled to ten (10) sick days per year. 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. There shall be no cash value to any unused personal days upon termination/separation.

#### 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	Christmas Eve (Half Day)
Christmas Day and	Friday after Christmas

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 \$50,000.00 for the term of employment.

## 13. HEALTH INSURANCE

The Employee shall be entitled to Health and Dental Insurance that mirrors the Council 94, 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. Such compensation shall be disbursed in equal fortnightly amounts upon the Employee's attestation, on a form prepared by the Town, that (i) the Employee is not also receiving health insurance through the state/federal exchange; and (ii) the compensation is not designated or earmarked for the Employee to purchase health insurance.

## 14. CONTINUING EDUCATION/PROFESSIONAL DEVELOPMENT

The Employee shall be reimbursed up to a maximum of \$500.00 dollars per year for costs associated with continuing education as related to the position, with prior approval in writing of the Town Administrator. 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, and 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

This Agreement and the Employee's employment thereunder may be terminated, subject to the requirements of Section 1210(a) of the Town Charter as it may be amended from time to time, on the following grounds and conditions:

- a. Mutual agreement of the parties.
- b. Unilateral Termination by Town: Pursuant to § 1210(a) of the Town Charter, the Town Administrator, with the approval of the Town Council, may terminate the Employee with or without cause during the term of this Agreement.
- c. Unilateral Termination by Employee: If the Employee resigns his position with the Town, then the Employee shall give the Town ninety (90) days' advance written notice, unless the parties agree otherwise. In the event the Employee resigns his position

without providing at least ninety (90) days' advance written notice, then the Employee hereby agrees to forfeit all accumulated vacation time immediately prior to the date on which his resignation takes legal force or effect.

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 cease, if the Employee is disabled from performing the essential functions of his job, with or without a reasonable accommodation, for a period of more than six (6) months in any twelve (12) month period.

e. Death. This Agreement shall terminate upon the death of the Employee at which point all obligations of the parties shall cease, except that the Town shall pay the estate of the Employee all unpaid salary and accrued but unused vacation pay through the date of his death.

f. The Employer may suspend Employee, with or without pay, for a designated period of time in accordance with Town Charter; Section 1210(a).

## 17. TOWN PROPERTY

Upon separate from employment for any reason, or upon such earlier request by the Town, the Employee shall return to the Town all documents, files, books, records, computers, software materials, discs, keys, equipment, passes, identification materials, and all other property of the Town. Any passwords the Employee used to log into any software or accounts on behalf of the Town must be provided, in writing, to the Town Administrator.

## 18. CONFIDENTIAL TOWN INFORMATION

The Employee agrees to hold all confidential and proprietary information in strict confidence, except as may otherwise be required by law. The Employee also agrees to abide by any and all Town policies regarding confidential and proprietary information.

## 19. STATUS REPORT

Prior to the issuance of the Employee's 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.

## 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:

(1) TOWN: Town Administrator  
Town of Tiverton  
343 Highland Road  
Tiverton, RI 02878

(2) EMPLOYEE: John M. Hoyle Jr.

1052 Great Road  
Lincoln, RI 02865

Alternatively, notices pursuant to this Agreement may be personally served in the same manner as it is applicable to Rhode Island civil practice. Notice shall be deemed given as of the date of personal service or as of two (2) days after the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### 21. WAIVER

No delay or omission by the Town in exercising any right under this Agreement 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 Agreement shall be governed by internal the laws of the State of Rhode Island, without regard to its conflict of laws principles, and any action arising out of or related to this Agreement shall be brought in a state or federal court located in Rhode Island. The Employee hereby agrees that the Employee is subject to the personal jurisdiction of such courts for the purposes of any such dispute, and the Employee waives any jurisdictional or venue-based objections that the Employee might have to any such dispute being heard in such a court.

#### 23. EFFECTIVENESS AND EXECUTION

This Agreement 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.

#### 24. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire understanding and agreement between the Town and the Employee with regard to all matters referenced herein and may not be modified except in writing signed by the Employee and an authorized representative of the Town. This Agreement supersedes in the entirety any and all previous agreements, whether written or oral, between the Town and the Employee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above stated.

This agreement is executed this \_\_\_th day of May 2019.

Town of Tiverton:

Employee:

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Christopher Cotta, Town Administrator

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John M. Hoyle Jr.

ATTESTED, that this Agreement was approved by the Town Council of the Town of Tiverton, Rhode Island, by action duly taken on the \_\_\_ day of May, 2021.

CLERK OF THE TOWN COUNCIL:

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

### **JOB DESCRIPTION**

### **BUILDING OFFICIAL**

TOWN OF TIVERTON, R.I.

#### SUMMARY OF DUTIES

The Building Official is responsible for managing the overall operation of the Building and Zoning Office in accordance with Section 908 of the Town's Home Rule Charter, applicable sections of the Tiverton Town Code of Ordinances, the State Building Code, and other applicable laws and regulations pertaining to building and zoning. The Building Official also serves as the Town's Floodplain Manager and performs all of the duties associated with that role under federal, state and local laws and regulations. The position reports to the Town Administrator. Responsibilities include supervision of part-time electrical, mechanical, and plumbing inspectors, a part-time Zoning Officer, as well as one full-time clerk. The Building and Zoning Official is expected to attend and participate in meetings of the Zoning Board, Planning Board and Town Council, as directed by the Town Administrator.

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

Manages and supervises assigned operations to achieve Town policies and goals, including but not limited to compliance with applicable laws and regulations, protection of public health and safety, protection of town resources, timely and efficient delivery of municipal services with emphasis on customer service. Plans and organizes workloads and staff assignments; trains, motivates, and evaluates assigned staff; manages changes as needed; tracks and reports on performance on a regular basis.

Reviews plans and permit applications, conducts inspections, responds to inquiries and complaints, issues approvals, writes reports, issues notices of violations and takes other enforcement actions in accordance with applicable regulations, including timelines. Ensures proper use and maintenance of database and on-line permitting program. Oversees and directs activities of Zoning Officer., ensuring consistency with same performance standards.

Coordinates 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; prepares annual budget requests and revenue projections for the Building and Zoning Office; monitors revenues and expenditures; implements appropriate financial controls as needed, and assures cost-effective 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.

Enforces all applicable Town of Tiverton and State of Rhode Island building, zoning and associated codes; issues correction notices and citations. Administers the permitting function, including application, fee assessment and collection, permit issuance, inspection, and certification for 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. Is on call for assistance in emergency/disaster situations.

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

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 certified as State Building Official by the Rhode Island State Building Code Standards Committee and meet all requirements for Building Inspectors in accordance with the State Building Code. (See attached section 23-27.3-107.) Must be certified as Flood Plain Manager by the Association of State Flood Plain Managers or able to obtain certification within six months of starting work. Computer literacy, including email, scheduling, word processing, database and document management, and basic financial reporting required, s is a valid driver's license. Preferred qualifications include a degree from an accredited educational institution, experience with budgeting and financial reporting, three years of supervisory and enforcement experience, and familiarity with innovations such as e-permitting. The Town of Tiverton is seeking an individual with a track record of working well with the public and diverse interest groups.

## **CHAPTER 23-27.3**

### **State Building Code**

#### ***ARTICLE 23-27.3-100.0***

#### ***Administration and Enforcement***

#### **SECTION 23-27.3-107.5**

##### **§ 23-27.3-107.5. Local building official – Qualifications – Powers and duties.**

The building official, to be eligible for appointment, shall have had at least five (5) years' experience in construction, design, or supervision. The building official shall be generally informed on the quality and strength of building materials, on the accepted requirements of building construction, on good practice in fire prevention, on the accepted requirements regarding light and ventilation, on the accepted requirements for safe exit facilities, and on other items of equipment essential for the safety, comfort, and convenience of occupants, and shall be certified under the provisions of § 23-27.3-107.6, and shall possess an international code council (ICC) certification as a certified building official (CBO), except that the qualifications outlined in this section shall not be required in the case of a building official holding a current state certification prior to July 1, 2010. The building official shall pass upon any question relative to the mode, manner of construction, or materials to be used in the erection or alteration of buildings or structures. The building official shall require compliance with the provisions of the state building code of all rules lawfully adopted and promulgated thereunder, and of laws relating to construction, alteration, repair, removal, demolition, and integral equipment, and location, use, occupancy, and maintenance of buildings and structures, except as may be otherwise provided for. The building official or his or her assistant shall have the right of entry to buildings or structures, for the proper performance of his or her duties during normal business hours, except that in the case of an emergency the building official shall have the right of entry at any time, if the entry is necessary in the interest of public safety.

## ATTACHMENT B

### Outside Employment

The Parties agree as follows:

John Hoyle desires to continue working part-time for Limerock, LLC, his personal drafting and design firm. He represents that the work typically involves early morning, evening and weekend hours, and that this will not interfere with his ability to perform his duties as Building Official for the Town of Tiverton, both during regular (business day) working hours and as needed to attend evening meetings and respond to emergencies, as required by this Employment Contract. He also represents that his responsibilities as Tiverton Building Official will be his first priority.

Following in-depth discussion of the logistics, Town Administrator Christopher Cotta accepts these representations and approves the outside employment arrangement with the proviso that:

- The parties will monitor and evaluate this arrangement during and at the end of the six-month probationary period. The evaluation will be made part of the report and recommendation the Town Administrator makes to the Town Council at the end of the probationary period.
- If the probationary period is completed successfully, and the arrangement is determined to work satisfactorily, the parties will continue to evaluate it from time to time as circumstances and conditions may change, and to cooperate so as to avoid conflict, if any.

Signed this 29<sup>th</sup> day of April, 2021:

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John M. Hoyle, Jr.

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Christopher Cotta