



Town of Tiverton, Rhode Island

Employment Contract

AGREEMENT entered into this 12th day of June 2023 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and Jean M. Veegh, 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.

WHEREAS: the Town Clerk, 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 contract shall be three (3) years commencing on June 2, 2022, through June 1, 2025.

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 Clerk, the Employee shall faithfully, diligently, and to the best of her ability, perform those duties which are customarily performed in the position of Deputy Town Clerk. A position description is attached hereto (Attachment A).

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 an annual salary of \$47,629.40 or \$26.17 per hour for a 35-hour work week in year one (June 2, 2022 through June 1, 2023) and there will be a one-time retroactive adjustment of \$1,261.06 that will cover the period from June 2, 2022 through June 1, 2023.

For year two (June 2, 2023 through June 1, 2024), the Employee shall receive an annual salary of \$50,486.80 or \$27.74 per hour for a 35-hour work week.

There is a potential for merit-based salary adjustment in year three, 6/2/2024 through 6/1/2025 upon recommendation by the Town Clerk 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 thirty-five (35).

Attendance at Council meetings will be required as directed by the Town Clerk. All Council meetings attended by the Employee shall be paid in overtime or compensatory time as funds allow.

If the Employee is required to use her personal vehicle for official business, the Employee shall be reimbursed at the then-current I.R.S. mileage rate for business use.

5. RETIREMENT

The Employee shall be eligible to participate in the Rhode Island State Employees Retirement System, as may be amended from time to time.

6. VACATION

The Employee shall be entitled to vacation leave per year as defined below:

Years of Service	Vacation Days Earned
After 2 Years of Service	15 Days Per Year
After 10 Years of Service	20 Days Per Year

Vacation time shall be awarded on the anniversary date of original hire. 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 Clerk. 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, up to a total of ten (10) days, shall carry over to the new contract.

7. 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 up to 90 days during the term of employment and may be carried over to any subsequent Employment Contract with the prior written approval of the Town Clerk. 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, to be used at the Employee's request with the approval of the Town Clerk. Personal leave may not be carried forward beyond the anniversary date each year.

8. BEREAVEMENT LEAVE

The Employee may be absent for three (3) consecutive working days (with full pay) in case of death of a mother, father, brother, sister, spouse or child; two (2) days in case of death of mother-in-law, father-in-law, or grandparent; and one (1) day in case of death of an aunt, uncle, cousin, niece, nephew, brother-in-law or sister-in-law. Additional days may be granted at the discretion of the Employer for any bereavement leave.

9. JURY DUTY

If called for jury duty, the Employee shall, while serving as a juror, receive the difference between the salary she would normally receive during such period and the amount she receives for such services as a juror.

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	Friday after Thanksgiving
Christmas Eve (Half Day)	Christmas Day

In the event that the State of Rhode Island eliminates Victory Day as a legally paid Holiday, the Town Council shall determine the appropriate replacement day/date in order to conform with all other employee and bargaining agreement unit contracts in a consistent manner.

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 her 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 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 \$300 dollars per year for costs associated with continuing education as related to the position, with prior approval in writing of the Town Clerk and subject to available funding for Municipal Clerk certification as long as the Employee successfully completes the course.

15. PERFORMANCE EVALUATION

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

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 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. Disability. Recognizing that such an eventuality would pose a substantial and undue burden on the Employer, this Contract shall terminate, and all obligations thereunder cease, if the Employee is disabled from performing the usual and normal functions of his job for a period of more than six (6) months in any twelve (12) month period.
- d. Suspension or Discharge for Cause – The Employee may be suspended or discharged for cause during the term of this agreement. "Cause" includes, but is not limited to: (1) conviction of any 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, and (4) insubordination. Any suspension or termination shall be governed by Section 1210(a) of the Town Charter.
- f. Death of the Employee

17. TOWN PROPERTY

Upon termination of this employment contract, 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 Clerk.

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. 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. The Employer shall have sole discretion to determine whether to offer the Employee a new 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. 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 Clerk
Town of Tiverton
343 Highland Road
Tiverton, RI 02878 |
| (2) | EMPLOYEE: | Jean M. Veegh

Tiverton, RI 02878 |

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 executing any right under this Employment Contract 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 Employment Contract shall be governed by the internal 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 Contract 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 Employment Contract will not be deemed to be executed until ratified 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 Employment Contract 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 Contract of Employment to be effective as of the date first above stated.

This agreement is executed this ____ day of _____ 2023.

Town of Tiverton:

Employee:

Joan B. Chabot, Town Clerk

Jean M. Veegh

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 __ day of _____, 2023.

CLERK OF THE TOWN COUNCIL:

Signed: _____

Printed Name: _____

Date: _____

ATTACHMENT A
TOWN OF TIVERTON
JOB DESCRIPTION

DEPUTY TOWN CLERK

SUMMARY OF DUTIES

The Deputy Town Clerk by the Town Charter and under RIGL Section 45-7-2 shall have all the powers and perform all the duties which are incumbent on the Town Clerk, being so qualified by taking the oath of office. When the Town Clerk is not available, the Deputy Town Clerk shall perform all the duties of the Town Clerk. The Deputy Town Clerk works under the supervision of the Town Clerk.

RESPONSIBILITIES

Day-to-day responsibilities include, but are not limited to the following:

- Assist with Town Clerk routine daily duties
- Attend Town Council meetings
- Attend Town Council executive session in the absence of the Town Clerk
- Prepare open session minutes of Town Council meetings
- Prepare Council packets
- Maintain scheduling and postings for Town Council, Boards, and Commission meetings
- Review and approval/signing of invoices and work orders
- Review and sign when necessary, documents and minutes
- Assist with maintaining records, codifying ordinances, policy manuals, etc
- Assist in coordinating and scheduling Elections, FTR, and other programs conducted through the Town Clerk's Office
- Attend Probate Court
- Assist with maintaining and preparing Probate Court documents
- Attendance at Clerk and State meetings
- Assist with general clerical duties performed in the Town Clerk's Office, including Land Evidence, Vital Records, Elections, Licensing
- Perform other duties as may be requested by the Town Clerk
- Custodian of the Town Seal in the absence of the Town Clerk

QUALIFICATIONS

- Effective written and verbal communication skills
- Ability to work independently and as a member of a team
- Collaborative problem-solving skills

- Ability to operate general office equipment, computer hardware, and software applications
- Possess effective organizational and time management skills
- Show initiative and accept responsibility
- Understand and follow procedures/instructions
- Ability to perform various tasks with attention to detail & deadlines, accuracy, and competence
- Respect diversity; be honest, trustworthy, and flexible
- Positive attitude and a willingness to help others (general public, town officials, and co-workers)