

TOWN OF TIVERTON, RHODE ISLAND
TOWN ADMINISTRATOR'S OFFICE

MUNICIPAL COURT CLERK. EMPLOYMENT
AGREEMENT

. AGREEMENT entered into this 24 day of June, 2014 by and between the Town of Tiverton, Rhode Island, a municipal corporation, hereinafter referred to as "EMPLOYER" and Eugene R. Gauthier, 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 1, 2014 and will terminate on June 30, 2016
HOURLY RATE:	\$14.62 /hr for the period from 7/1/13 to 6/30/15
HOURS PER WEEK:	twelve (12)
WORK SCHEDULE:	8:30 a.m. to 11:30 a.m. -Monday through Thursday Any extra hours, such as serving as clerk at the court sessions, will require approval by the Town Clerk in advance for additional compensation at the same hourly rate.
PENSION:	None Applicable
HEALTH INSURANCE:	Not provided; however the employee may choose to participate at his own expense
DENTAL:	Not provided; however the employee may choose to participate at his own expense
LIFE INSURANCE:	Not provided; however the employee may choose to participate at his own expense
HOLIDAYS:	Regular rate for 3 hours pay for the holidays that are recognized as being offered to other town hall employees. Such payment is restricted to days of the week when the Clerk normally works.
BEREAVEMENT LEAVE:	The Town Administrator upon the employees' request may grant Bereavement leave.
PERSONAL DAYS:	N/A
SICK DAYS:	N/A
VACATION:	4 days per year

Signed and sealed this day, and month and year above written.

- 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) immorality, (2) conviction of a felony or other crime involving moral turpitude; (3) repeated failure to comply with established Employer policy and/or (4) continuing neglect of duties or willful 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 EMPLOYEE continues for a period of one (1) year or more or if the disability is determined to be permanent by competent medical physician via documentation (at least two physicians specializing in the area 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.

TOWN OF TIVERTON:

Matthew Wojcik
Town Administrator

EMPLOYEE:

Eugene Gauthier

Town Council Ratified June 9, 2014

MUNICIPAL COURT CLERK DUTIES

PICK UP SUMMONS EVERY WEEK AT PD

POST ALL SUMMONS TO DATA BASE

MAKE UP COURT CALENDER

SEND NOTIFICATIONS FOR COURT

COURT IS HELD 1st AND 3RD TUESDAY AT 3:30PM WHICH RETURN FOR

POST PAYMENTS TO VARIOUS REPORTS

PREPARE WEEKLY RECONCIATION AND DEPOSIT COLLECTIONS

PREPARE MONTHLY REPORTS FOR RITT

TRANSMITT DISPOSITION REPORT TO RITT WEEKLY

MAIL COURT COPY OF PAID SUMMONS TO RITT MONTHLY

SEND STATE PORTION OF FINES TO RITT MONTHLY

KEEP TRACK OF NON PAID VIOLATIONS

SUBMIT REQUEST FOR SUSPENSION ON NON PAYMENTS

UPON COLLECTION OF NON-PAYMENT SEND CLEARANCE TO DMV

MAINTAIN FILES OF PAID TICKETS AND SUSPENSIONS

SEND NOTICES OF DEFAULT

June 3, 2014

Impact Statement for Municipal Court Clerk Contract effective July 1, 2014 to June 30, 2016.

Year one impact on salary is @ 22 cents per hour x 12 hours per week x 52 weeks totaling \$137.28.

Any authorized overtime for Court sessions would be at the new rate of \$14.62 per hour.

No salary increase stated for second year of contract at this time.

There are no pension or health benefits provided with this part-time, non-union position.