



# Town Administrator's Office

343 Highland Road, Tiverton, Rhode Island 02878 (401) 625-6710

## Memorandum

Date: October 28, 2024

To: Town Council

From: Christopher Cotta

RE: Extension of Employment Contract for three years and Fiscal Impact Statement for Richard Rogers, DPW Director

Director Rogers has completed his sixth year of employment with the Town on August 7, 2024. Rick has not been evaluated or received a salary increase since August 7, 2022 due in part to the protracted labor union negotiations for DPW staff. I recommend that the Council retroactively approve salary increase of 7.5% retroactive to August 7, 2024 moving forward based on a job performance that has exceeded expectations in many areas. A confidential evaluation of that performance has been forwarded in conjunction with this request for your review in executive session. I request that the Council approve a salary increase from \$92,007.00 annually to \$98,907.50 for the period 8/8/24 moving forward to the next evaluation.

The fiscal impact of the pay increase for the period 8/8/2024 to 8/7/2025 is as follows:

	Since 8/7/22	8/7/2024	variance
Base Salary	\$ 92,007.00	\$ 98,907.50	\$ 6,900.50
FICA 7.65%	\$ 7,038.54	\$ 7,566.42	\$ 527.88
MERS/TIAA 3.11/1.0	\$ 3,781.48	\$ 4,065.10	\$ 283.62
Health Insurance (family)	\$ 16,100.00	\$ 16,750.00	\$ 650.00
Employer Share of HSA	\$ 3,000.00	\$ 3,000.00	\$ 0.00
Employee health contrib	(\$ 3,000.00)	(\$ 3,000.00)	\$ 0.00
HSA Management Fee	\$ 45.00	\$ 45.00	\$ 0.00
Life and AD&D Insurance (100,000) Coverage	\$ 538.00	\$ 538.00	\$ 0.00
Dental Insurance	\$ 786.00	\$ 786.00	\$ 0.00
<b>TOTAL</b>	<b>\$120,296.02</b>	<b>\$128,658.02</b>	<b>\$ 8,362.00</b>



# Town of Tiverton, Rhode Island

## Employment Contract - Extension

The AGREEMENT entered into on the 28<sup>th</sup> day of October 2024 by and between the Town of Tiverton, Rhode Island, a municipal corporation hereinafter referred to as the "Employer", and Richard F. Rogers, Jr., hereinafter referred to as the "Employee", is hereby amended so as to be consistent with the form of contract approved by the Tiverton Town Council.

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, and it is now agreed as follows:

### **1. TERM**

The term of this employment contract shall be three years, commencing on August 8, 2024 and ending on August 7, 2027. This agreement is considered an at will employment contract, the Employer may terminate the Employee's employment for any cause or no cause whatsoever, provided, however, that the Employee shall be given an opportunity of a public hearing before the Town Council prior to such termination becoming final.

### **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 to the best of his 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 the Employee.

Any outside employment shall require the prior written approval of 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**

The Employee shall receive the salary of \$98,907.50 in year one of this contract extension, 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 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.

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 for work-related use.

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 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, up to a total of ten (10) days, 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	Juneteenth, 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 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 \$2,000 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, 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**

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, 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 - Employee may be suspended or discharged for cause during the term of this agreement. "Cause" includes, but is not limited to: (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, and (5) any reason consistent with Section 1210(a) of the Town Charter.
- 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. 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 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 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.

### **20. 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 90 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 90 days.

### **21. 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: Richard F. Rogers  
306 Highland Road  
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.

**22. WAIVER**

No delay or omission by the Town in exercising 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.

**23. CHOICE OF LAW**

This Employment Contract shall be governed by 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 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.

**24. 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.

**25. 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 October 28, 2024.

Town of Tiverton:

Employee:

\_\_\_\_\_  
Christopher Cotta, Town Administrator

\_\_\_\_\_  
Richard F. Rogers, Jr.

**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 \_\_\_\_28<sup>th</sup>\_\_ day of October, 2024

**CLERK OF THE TOWN COUNCIL:**

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

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

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