

AGENDA REPORT

To: Mayor Pat Humphrey and the Clare City Commission
From: Ken Hibl, City Manager
Date: August 11, 2016
Re: Approval of City Clerk Contract

For the Agenda of August 15, 2016

Background. The employment contract of Diane Lyon, the Clare City Clerk, has expired. The Clare City Commission is asked to consider approving a new employment agreement (*copy of proposed agreement att'd*). The City Attorney has reviewed the format and content of the proposed agreement and opined it is acceptable and proper.

Issues & Questions. Should the City Commission approve a new employment agreement for its City Clerk?

Alternatives.

1. Approve the employment agreement for its City Clerk.
2. Approve an amended version of the proposed employment agreement for its City Clerk.
3. Do not approve a new employment agreement for its City Clerk.
4. Set the decision aside to a subsequently scheduled public meeting.

Financial Impact. The fiscal aspects of the proposed agreement have already been considered and are incorporated in the approved FY 2016/2017 Operating Budget. Fiscal considerations of the proposed agreement will similarly be addressed and incorporated in future annual budgets.

Recommendation. I recommend the Clare City Commission approve the proposed employment agreement for its City Clerk by adoption of Resolution 2016-094 (*copy att'd*).

Attachments.

1. Proposed Employment Agreement.
2. Resolution 2016-094.

**CONTRACTUAL AGREEMENT
BETWEEN
THE CITY OF CLARE
AND
DIANE M. LYON**

This Agreement is made and entered into this 15TH day of August 2016, by and between the CITY OF CLARE, a municipal corporation, herein and after called “Employer,” and Diane Lyon, herein and after called “Employee.” Both of the aforementioned parties understand and agree to the stipulations, terms, and conditions of this Contractual Agreement described herein.

WHEREAS, the Employer desires to employ the continued services of Diane Lyon as the City Clerk of the City of Clare as provided by Charter; and

WHEREAS, it is the desire of the City Commission of the City of Clare to provide certain benefits, maintain certain established conditions of employment, and to set working conditions of said Employee; and

WHEREAS, the Employee desires to continue employment as the Clerk of the City of Clare.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1 - Employment Status.

The Employee’s status under the terms of this Agreement is simply a restatement of the Charter of the City of Clare, which stipulates that the City Clerk is appointed by and serves at the pleasure of the City Commission. She may be discharged with or without cause.

Section 2 - Duties.

The Employer agrees to employ Diane Lyon as the City Clerk of the City of Clare to perform the functions and duties specified in the City Charter and the City Codes of the City of Clare and to perform other legally permissible and proper duties and functions as the City Commission shall, from time to time, assign.

Section 3 - Termination.

This Contractual Agreement shall cover a period of four (4) years commencing August 15, 2016 and terminating on August 14, 2020. The employment and compensation outlined herein may be terminated, with or without cause, and with or without notice, at any time, at the option of the Employer or the Employee. No individual City Commissioner, the City Manager, no City Employee or Administrator, other than by act of the City Commission itself, has any authority to enter into, modify, or make any agreement for employment for any specified period of time or to make any agreement to the contrary to the terms of this Agreement.

Section 4 - Suspension.

The Employer may, at its discretion, suspend the Employee with full pay and benefits at any time during the term of this Agreement.

Section 5 - Severance Pay.

If the Employer elects to terminate the Employee prior to August 14, 2020, the Employer shall compensate the Employee nine (9) months of her annual salary at the time of termination, continue existing Life Insurance and Medical Insurance coverage for a 180-day period, and compensate the Employee for all accrued personal time off (PTO) and all accrued personal time. The City may elect not to renew the contract at the end of the stipulated contract period. If the contract is not renewed, the City agrees to pay the City Clerk six (6) months aggregate salary and continue all benefits at the City's expense in periodic payments, the same as if the City Clerk maintained employment. The Employer shall compensate the Employee for all accrued personal time off (PTO) and all accrued personal time.

Section 7 – Disability.

If the Employee is permanently disabled or is otherwise unable to perform his duties due to non-work related sickness, accident, injury, or mental incapacity for a period of twelve (12) weeks beyond any accrued sick leave, the Employer shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 5.

Section 6 - Salary.

The Employee's salary for the stipulated contract period shall be \$43,000 annually paid in equal installments on a bi-weekly basis. Annual salary or other benefit changes during the stipulated Agreement period shall follow those negotiated and agreed to within the Teamsters Supervisors Employment Contract unless separately negotiated with and approved by the City Commission.

Section 8 - Performance Evaluation.

- A. The City Commission shall review and evaluate the performance of the Employee at least once annually. The review and evaluation shall be in accordance with specific criteria and standards developed jointly by the Employer and the Employee. Special evaluations may be provided at any time at the discretion of the City Commission or may be requested once semi-annually by the Employee. The Mayor shall provide the Employee with a signed summary written statement of the findings of the City Commission's evaluation and provide an adequate opportunity for the Employee to discuss his evaluation with the City Commission. The Employee shall have the right to request that any proceedings under this provision be in closed session under the provisions of the Open Meetings Act. Annual evaluations shall be retained in the personnel files of the Employer in accordance with the City's retention schedule requirements.
- B. In effecting the provisions of this Section, the Employer and Employee mutually agree to abide by the provisions of applicable law.

Section 9 - Hours of Work.

It is recognized that the Employee must devote a great deal of time outside of normal office hours to accomplish the business of the Employer. To that end, the Employee shall be allowed to take time off as she deems appropriate during normal office hours.

Section 10 – Mileage Reimbursement.

If the Employee utilizes her personal automobile, reimbursement for mileage shall be paid by the Employer at the rate permitted by the Internal Revenue Service.

Section 11 – Paid Time Off, Court Leave, Personal Time, Funeral Leave, and Holidays.

- A. PTO. The Employee shall be credited with PTO annually in an amount equal to that which is provided other City employees under the terms of tenure stipulated in the Teamsters Union Supervisor’s Labor Contract..
- B. The Employer may compensate the Employee for up to ten days of unused PTO by purchasing said paid time off from the Employee at the end of the City’s fiscal year (June 30th) upon request of the Employee.
- C. Court Leave. The Employee shall be granted Court Leave with pay to allow the Employee to serve required jury duty or appear in court on behalf of the City.
- D. Funeral Leave. The Employee shall be granted three (3) days of Funeral Leave to attend a funeral of a member of her immediate family. One (1) day of Funeral Leave shall be granted for attending a funeral of a close relative. An additional two (2) days of funeral leave may be taken at any time during the year following the funeral for the purpose of fulfilling their duties as executor. Funeral leave shall not be carried over.
- E. Personal Time. The Employee shall be credited with three (3) days of personal time annually. Personal time will not be carried over – it shall be either used or lost during the period of the Agreement.
- F. Holidays. The Employee shall receive the paid holidays that are provided other City employees under the terms stipulated in the Teamsters Union Supervisor’s Labor Contract.

Section 12 - Disability, Health, & Life Insurance.

- A. The Employer agrees to provide hospital, surgical, comprehensive medical, and prescription insurance coverage for the Employee and her eligible dependents in an amount equal to that which is provided other City employees under the terms stipulated in the Teamsters Union Supervisor’s Labor Contract. The Employer shall pay for the premiums of said coverage.
- B. The Employer shall provide dental and vision coverage to the Employee and her eligible dependents in a manner and policy consistent with that afforded regular, full-time employees of the City under the terms of the Teamsters Union Supervisor’s Labor Contract.
- C. The Employer shall provide a term life policy paid by the City with the principal sum consistent with that afforded regular, full-time employees of the City under the terms of the Teamsters Union Supervisor’s Labor Contract.

Section 13 - Retirement.

A. The Employer shall provide the same retirement benefits as those provided to other City employees under the terms stipulated in the Teamsters Union Supervisor’s Labor Contract.

Section 14 - Dues and Subscriptions.

The Employer agrees to budget and to pay for professional dues and subscriptions of the Employee.

Section 15 - Professional Development.

- A. The Employer agrees to budget and to pay for the professional development expenses of the Employee. These expenses include registration fees, course attendance fees, and other fees related to the Employee’s attendance at professional seminars, meetings, and institutes – to include travel, lodging, and subsistence.**
- B. The Employee agrees that he will not accept any outside long-term (more than one week in duration) employment that conflict with her normal duties without the express permission of the City Commission.**

Section 12 - Bonding.

The Employer shall bear the full costs of all fidelity bonds or other bonds required of the Employee under any law or ordinance or required in fulfilling the Employer’s expressed or implied conditions of Employment.

Section 13 - General Provisions.

- A. The text herein shall constitute the entire Agreement between the Parties.**
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.**
- C. This Agreement shall become effective commencing August 15, 2016 and shall terminate on August 14, 2020.**
- D. If any provision of this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable; shall not be affected; and shall remain in full force and effect.**

This Contractual Agreement was approved by Resolution of the City Commission of the City of Clare on the 15th day of August 2016.

The Agreement is entered into

**BY: _____
Pat Humphrey, Mayor**

AND

**BY: _____
Diane Lyon, City Clerk**

DATE: _____

DATE: _____

RESOLUTION 2016-094

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING AN EMPLOYMENT CONTRACTUAL AGREEMENT FOR ITS CITY CLERK.

WHEREAS, the City of Clare and its City Clerk enjoy an employer/employee relationship; and

WHEREAS, it is the desire of said parties to enter into a contractual agreement outlining and stipulating the terms of said employer/employee relationship; and

WHEREAS, said parties have outlined the terms, conditions, and stipulations of said employer/employee relationship in the written form of a contractual agreement and have mutually agreed to all provisions outlined therein; and

NOW THEREFORE BE IT RESOLVED THAT, the Clare City Commission hereby approves an employment contract with Diane Lyon, its City Clerk, the terms, conditions, stipulations, and provisions as outlined therein.

AALL RESOLUTIONS AND PARTS OF RESOLUTIONS INSOFAR AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

The Resolution was introduced by Commissioner _____ and supported by Commissioner _____. The Resolution declared adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 15th day of August 2016.

Diane Lyon, Clare City Clerk