

CITY OF WYOMING

EMPLOYMENT AGREEMENT – ADMINISTRATIVE ASSISTANT – (City Manager)

THIS AGREEMENT between Jennifer R. Ballard, of _____
_____ (hereinafter “Administrative Assistant – City Manager”), and the City of Wyoming, a municipal corporation, of 1155 – 28th Street, S.W., Wyoming, Michigan 49509 (hereinafter the “City”) is made effective January 30, 2012, on the following terms:

1. **TERM** . The City hereby employs Jennifer R. Ballard as Administrative Assistant – (City Manager) of the City. This appointment shall be effective January 30, 2012. The Administrative Assistant – (City Manager) understands that as Administrative Assistant – (City Manager) she serves at the pleasure of the City Manager, who may terminate the Administrative Assistant – (City Manager) at any time as provided by the City Charter and City Code.

2. **PERFORMANCE**. The Administrative Assistant – (City Manager) agrees to perform the duties of Administrative Assistant – (City Manager) in a competent and professional manner. A job description has been provided to the Administrative Assistant – (City Manager) that the City may periodically revise with notice to the Administrative Assistant – (City Manager). The Administrative Assistant – (City Manager) shall report to and be supervised by the City Manager.

3. **SERVICE DATE**. The Administrative Assistant’s – (City Manager) date of service with the City shall be November 15, 2010. The Administrative Assistant – (City Manager) shall be credited with all earned benefits from her service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

4. **COMPENSATION.** The Administrative Assistant's – (City Manager) salary for the position shall be established by the City Manager in accordance with the annual budget authorization, the City Charter and City Code. The salary shall be paid in accordance with City payroll procedures.

5. **BENEFITS.** The Administrative Assistant – (City Manager) shall be provided the same insurance or health opt out, retirement, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational reimbursement, and longevity as provided to regular employees who are members of the Administrative and Supervisory Association unless otherwise stated herein. The Administrative Assistant – (City Manager) shall be credited with a total of 104 hours of vacation for the 2012 calendar year. Effective January 30, 2012, the contribution toward the cost of health insurance shall be 20% of the premium.

6. **VEHICLE USE.** When Administrative Assistant – (City Manager) uses her personal vehicle for City business she shall: a.) receive the IRS scheduled mileage reimbursement rate; b) be reimbursed any insurance deductible in the event of an accident up to \$500; and c) in the event of vehicle disablement shall be reimbursed for towing expense. The City Manager may review this provision on an annual basis and increase the reimbursements provided in this paragraph in accordance with budget authorization.

7. **SEVERANCE PAY.** The following conditions shall determine severance pay to the Administrative Assistant – (City Manager).

- (a) If the Administrative Assistant – (City Manager) resigns or her employment is terminated for any of the following reasons, she shall not be entitled to any severance pay as the Administrative Assistant – (City Manager) and her compensation will terminate on the last day worked:

- (1) Criminal misconduct.
 - (2) Conviction of any felony or misdemeanor involving bodily harm or dishonesty.
 - (3) Substantial failure to perform the duties of Administrative Assistant – (City Manager).
- (b) If the Administrative Assistant's – (City Manager) employment is terminated by the City for any reason not set forth in subparagraph (a), or she voluntarily terminates employment in lieu of discharge, and the City in writing accepts such voluntary termination, she shall be entitled to severance pay in the amount equal to three months of pay, unused vacation and sick leave, pay out of other accrued benefits, and her insurance (health, dental, vision and life) shall continue to be paid by the City for the same period.
- (c) Upon separation of employment for any reason other than those covered under paragraph (b), Administrative Assistant – (City Manager) shall receive the same pay out of sick leave, vacation, and other accrued benefits as provided members of the Administrative and Supervisory Association.

8. **DISPUTES.** Any disputes arising out of the terms and conditions of this Agreement shall be submitted by the Administrative Assistant – (City Manager) to an arbitrator mutually selected by the City and Administrative Assistant – (City Manager), which selection shall be in accordance with the procedures of the American Arbitration Association. The City and the Administrative Assistant – (City Manager) shall share equally

the cost of the arbitrator and each shall be responsible for their own attorneys fees, except as provided below. If the Administrative Assistant – (City Manager) prevails, the City will pay the arbitrator’s fees and expenses. In addition, if the Administrative Assistant - (City Manager) prevails and if the arbitrator finds that the City’s position was arbitrary or capricious, the arbitrator may award that the Administrative Assistant – (City Manager) be reimbursed for her reasonable attorney’s fees.

9. **RESIGNATION.** The Administrative Assistant – (City Manager) may resign her employment at any time upon 30 days’ written notice to the City. Such resignation shall not entitle the Administrative Assistant – (City Manager) to severance pay under paragraph 7 unless the City has agreed otherwise in writing.

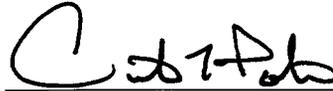
10. **SCOPE AND AMENDMENTS.** This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Administrative Assistant – (City Manager) or to the employment relationship between the Administrative Assistant – (City Manager) and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

11. **SEVERABILITY.** The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

12. **APPLICABLE LAW.** The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

CITY OF WYOMING

Dated: 12-21-11



Curtis Holt
Its: City Manager

Dated: 12-21-11



Jennifer R. Ballard
Administrative Assistant – (City Manager)

01/12

RESOLUTION NO. 24087

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE
EMPLOYMENT AGREEMENTS WITH THE DIRECTOR OF
HUMAN RESOURCES, ASSISTANT TO THE CITY MANAGER AND
ADMINISTRATIVE ASSISTANT – (CITY MANAGER)

WHEREAS:

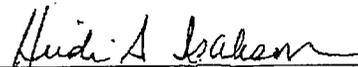
1. The City Manager desires to enter into employment agreements with officers and employees in administrative service for the City.
2. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
3. The City Manager has negotiated employment agreements with the Director of Human Resources, Assistant to the City Manager and the Administrative Assistant – (City Manager).

NOW, THEREFORE, BE IT RESOLVED:

1. The City Manager is authorized to execute employment agreements with the Director of Human Resources, Assistant to the City Manager and Administrative Assistant – (City Manager).
2. The City Manager is authorized to approve future amendments to the agreements that are generally equivalent to the existing City of Wyoming bargaining agreements.

Moved by Councilmember: Burrill
 Seconded by Councilmember: Pastoor
 Motion Carried Yes 7
 No 0

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: December 19, 2011.


 Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Employment Agreements
MOU