

Employment Agreement

This Agreement is entered into this _____ day of _____, 2022 between the City of Menville, hereinafter called Employer, and , _____ hereinafter called Employee.

WHEREAS, Employer desires to employ the services of _____ as the City Inspector/Code Enforcement Officer for the City of Menville; and

WHEREAS, it is the desire of the employer to provide certain benefits, establish certain conditions of employment, and set working conditions of said employee; and

WHEREAS, Employee desires to accept employment as City Inspector/Code Enforcement Officer for the City of Menville.

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

Section 1: Duties

Employer hereby agrees to employ _____ as City Inspector/Code Enforcement Officer for the City of Menville to perform the following functions and duties:

- (1) Nuisance inspections;
- (2) Approve building permits;
- (3) Abandoned and vacant building inspections;
- (4) Meet with subcommittee once a month to discuss ongoing nuisances and projects;
- (5) Keep track of his time and milage if providing services to municipalities under a 28E Agreement and provide those time sheets to the City Clerk on a weekly basis;

and perform other legally permissible and proper duties and functions as the Employer shall assign from time to time. Employer shall not impose employment duties or constraints of any kind which would require Employee to infringe or violate any local ordinances or other law. Employee agrees to follow and abide all federal, state and municipal laws and ordinances applicable to his duties.

Section 2: Term

The term of employment shall begin on the _____ day of _____, 2022 and shall continue until it is terminated as follows. Either Employee or Employer may terminate the employment hereunder by giving the other party two (2) weeks advance written notice. Employee acknowledges and agrees that the employment hereunder is "at will," which means that it can be terminated at any time, with or without cause, by either party for any lawful reason. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his position with Employer.

Employer and Employee recognize that employment shall be considered on a probationary basis for the first 90 days of his/her employment and shall be considered temporary employment for the first year of employment.

Section 3: Hourly Rate

Employer agrees to pay Employee for his or her services rendered pursuant hereto an hourly rate of thirty-five dollars (\$35.00); however, nothing contained herein shall be construed so as to alter the terms and conditions of employment as described herein. Employee acknowledges that stating the hourly compensation does not convert this Agreement into an agreement for any term of employment and that Employee will be paid only for the pay periods worked. Employer may change the hourly rate or other benefits provided, and Employee's continued performance of duties for Employer will be deemed acceptance of any such changes.

In addition, Employer agrees to review Employee's hourly rate and benefits on at least an annual basis, taking into consideration Employee's performance and other such relevant factors, and based upon budgetary constraints for each fiscal year, grant such increase in hourly rate and/or benefits as the Employer may determine appropriate.

Employee shall check in at Movable City Hall at 8:00 a.m. and shall end his day at 4:30 p.m. at Movable City Hall; unless otherwise changed or approved by the Mayor; Monday through Friday. Employee shall be entitled to a ½ hour lunch break. Employee's direct supervisor shall be the Mayor of Movable.

Section 4: Vacation Time

Vacation time is earned on the anniversary date of employment and is available during the following year as follows:

After completion of one (1) year of service	40 Hours
After completion of two (2) years of service	80 Hours
After completion of six (6) years of service	120 Hours
After completion of twelve (12) years of service	160 Hours
After completion of nine-teen (19) years of service	200 Hours
After completion of twenty-seven (27) years of service	240 Hours

Employee shall be able to carry over into the next employment anniversary forty (40) hours or five (5) days of vacation earned in the last anniversary year.

Section 5: Health Insurance, Retirement, Sick Leave, and other Benefits

Employee shall receive or accrue all health insurance, retirement, sick leave, holidays, and other benefits as provided to all City employees as enumerated in the City's Employee Handbook or the standard union contract provisions relating to benefits for all City employees, which may be changed by Employer at any time and are available for review upon request.

Section 6: Professional Development

Employer agrees to pay all pre-budgeted and Council approved travel and subsistence expense of Employee for professional and official travel, meetings, and occasions adequate and

necessary to continue the professional development of Employee and to adequately pursue any and all necessary official and other functions for Employer.

Employer also agrees to pay for the travel and subsistence expenses of Employee for short courses, institutes, and seminars which in the sole opinion of the Employer are necessary for his professional development and for the good of the City of Merville. Such travel and expenses shall be budgeted and approved by the City Council.

Section 7: Licenses and Certificates

All licenses and/or certificates required by Employer to conduct the business of Employer, other than a valid Iowa Driver's License, Class C, shall be paid for by the Employer.

Employee must maintain the certifications as a Certified Residential Building Inspector, Certified Residential Plumbing, Certified Zoning, IPMC Certified, Certified Fire Inspection One through the State of Iowa, Certified Professional Erosion and Sediment Control In-Training (CPEC-IT), and a valid Iowa Driver's License, Class C.

Section 8: 28E Agreements

Employer shall pay Employee his effective hourly rate (~~current base salary amount divided by 2,080 hours~~) for services provided to attend evening meetings in other communities that Employee serves through a 28E agreement (or provide PTO for the number of hours spent at evening meetings) for the actual time billed to the communities to attend evening meetings held after Employee's normal business hours. Billed hours shall not include break time in between Employee's usual working hours and the time for departure for the evening meeting in another community.

Employee shall use a City vehicle for travel to all communities to provide services under a 28E agreement. In the event a City vehicle is not available or it would not be practical to use a City vehicle, Employee must request in advance approval by the City Mayor for authorization to use his personal vehicle for travel to another community. If approved in advance, Employee shall be paid mileage at the applicable I.R.S. rate for use of his personal vehicle.

Section 9: Vehicle Use.

Employee shall use a city vehicle for travel during the course of employment and shall not use the vehicle for personal use unless approved by the Mayor.

Section 9: General Provisions and Effective Date

The text herein shall constitute the entire Agreement between the parties, and it shall be binding upon and inure to the benefit of the heirs at law and executors of Employee. This Agreement shall become effective commencing _____, 2022. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severed, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Agreement and executed it this _____, 2022.

CITY OF MOVILLE, IOWA

By _____

Jim Fisher, Mayor

Attest:

By _____

Jodi Peterson

City Clerk