

## EMPLOYMENT AGREEMENT

AGREEMENT made by and between DEBRA SAKRISON (sometimes hereinafter referred to as "Employee") and the CITY OF GILBERT (sometimes hereinafter referred to as "City").

WHEREAS, the City desires to employ Debra Sakrison in the position of Clerk-Treasurer of the City of Gilbert to perform those job duties and responsibilities of the Clerk-Treasurer as stated and defined in the Gilbert City Charter and as stated and defined by the job description for the position of Clerk-Treasurer approved, and as may be amended from time to time, by the Gilbert City Council.

WHEREAS, it is the desire of the City to provide certain compensation and benefits and to establish certain terms and conditions of employment for said Employee.

WHEREAS, Debra Sakrison desires to be employed as the Clerk-Treasurer for the City of Gilbert, pursuant to and under the terms, conditions, compensation and benefits as stated in this Employment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the City and Employee agree to the following compensation, benefits, terms and conditions of employment:

- 1. Termination/Resignation:** Employee shall be covered by the "just cause" provision set forth in Section 6.02 of the Gilbert City Charter, which said "just cause" provision is incorporated herein and made a part hereof by this reference. Any decisions to terminate Employee's employment after June 24, 2014, would be covered by the "just cause" provision and requirement in Section 6.02 of the Gilbert City Charter.

In the event that Employee decides to resign from her employment with the City, then she shall provide the City with at least thirty (30) days written notice of her intent to resign, specifying the exact date of resignation.

- 2. Annual Salary:** Effective July 1, 2014, City agrees to pay the Employee an annual salary of \$66,000. Effective July 1, 2015, City agrees to pay the Employee an annual salary of \$72,000. Effective July 1, 2016, City agrees to pay the Employee an annual salary of \$73,800.

In addition to the base annual salary stated above and in recognition of Employee's past coverage of the duties of another City employee, Employee will receive two stipends of \$2,500, one on July 1, 2014, and one on July 1, 2015.

- 3. Hours of Work:** The position of Clerk-Treasurer is considered a full-time position and shall require the full time efforts of the Employee. Although the general office hours of the City of Gilbert/Gilbert City Hall are 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding holidays), it is understood by both parties that this position is a salaried, exempt position and as such, is exempt from the overtime pay requirements of the Federal Fair Labor Standards

Act and the Minnesota Fair Labor Standards Act. As a salaried, exempt employee, it is not necessary for Employee to account for her hours worked in excess of or less than the normal work week, except as may be necessary for the proper tracking and accounting of Employee's use of any paid leave time, such as paid vacation, paid sick leave, or paid personal days.

- 4. Prohibition on Outside Work Activities:** It is understood and agreed that Employee shall not undertake activities outside of her employment with the City of Gilbert for which compensation is paid, without first obtaining the approval of the Gilbert City Council. In addition, Employee shall not engage in any outside activities, whether or not for compensation, which would unreasonably interfere with her required attendance at work; unreasonably interfere with her attending to her job duties as the Clerk-Treasurer; or which would give the appearance of a conflict of interest.
- 5. Performance Evaluations:** Pursuant to Section 6.02 of the Gilbert City Charter, the Gilbert City Council shall conduct an annual written evaluation of the Employee's job performance. The City Council also reserves the right to conduct performance evaluations on a more frequent basis than the annual evaluation, if the City Council determines that a more frequent evaluation process is warranted.
- 6. Retirement Benefits:** The City shall make the regular City/Employer contributions to Employee's PERA account/fund, in accordance with the standard practice applicable to all other employees of the City and in accordance with standard employer contribution levels as defined and determined by PERA.
- 7. Health Insurance Benefits:** Employee will be eligible for health insurance coverage (single or family plan) under the City's VEBA group health insurance plan, with the City paying ninety percent (90%) of the monthly premium for said coverage and Employee paying ten percent (10%) of the monthly premium. The City's contributions to Employee's VEBA account, under the City's VEBA group health insurance plan, will be at the same levels and amounts as the other regular full-time employees of the City covered by the AFSCME Union contract.
- 8. Dental Insurance Benefits:** City will contribute up to \$35.00 per month and 80% of any amount in excess of \$35.00 for Employee's dental insurance coverage, including dependent coverage, under the City's group dental insurance program.
- 9. Life Insurance:** City shall pay one hundred percent (100%) of the monthly premium for group term life insurance coverage for Employee, with a death benefit of \$50,000.00.
- 10. Paid Vacation Benefits:** Effective July 1, 2014, Employee shall have credited to her vacation account 40 hours of available paid vacation leave time. Effective July 1, 2014, Employee will accrue vacation at a rate of 3.08 hours per pay period. Effective July 1, 2015, Employee will accrue vacation at a rate of 4.62 hours per pay period.

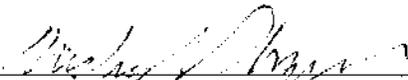
- 11. Paid Sick Leave and Long Term Disability Insurance Coverage:** Employee shall accrue paid sick leave benefits at the rate of 5.54 per pay period, accumulative to a maximum of 720 hours. In addition, Employee will be covered under the City's group Long Term Disability Insurance program (with the City paying 100% of the premium for said coverage).
- 12. Personal Days:** Employee also shall be entitled to two (2) paid personal leave days per calendar year. Employee's paid personal leave days shall not carry over from calendar year to calendar year.
- 13. Paid Holidays:** Employee shall be eligible for the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, 4<sup>th</sup> of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, and Christmas Day. If a holiday falls on Saturday, the preceding Friday shall be considered as the paid holiday. If a holiday falls on Sunday, the following Monday shall be considered as the paid holiday.
- 14. Dues and Subscriptions:** Employer shall budget and pay the professional dues and subscriptions for Employee which are deemed reasonable and necessary for Employee's continued participation in national, regional, state and local associations necessary and desirable for Employee's continued professional participation, growth and advancement. All professional dues and subscriptions must be approved by the council.
- 15. Professional Development:** Employer shall budget and pay necessary and reasonable registration, travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee, and to adequately pursue necessary official and other committees thereof which Employee serves as a member. Employee will get prior approval of the council and use good judgment in her outside activities so she will not neglect her primary duties to the Employer.
- 16. General Expenses:** As for reimbursement of job related expenses incurred by Employee, Employee shall submit said expenses for reimbursement to be approved by the Gilbert City Council.
- 17. Use of Personal Vehicle:** In the event that Employee uses her personal automobile for or while traveling on City business, the City will reimburse Employee at the standard IRS reimbursement rates for personal vehicle use.
- 18. Funeral Leave:** Three (3) consecutive days absence with pay shall be granted to the Employee in the event of a death in the immediate family, namely: spouse, children, stepchildren, parents, brother, sister, grandparents, mother-in-law or father-in-law.
- 19. Jury Duty:** If Employee is called for jury service or subpoenaed as a witness in any court of law, Employee shall be excused from work for the days on which she is so called or subpoenaed. Employee shall be paid her regular salary for those days when she is required to be in court for jury duty or because she had been subpoenaed as a witness. At the completion of her service for jury duty or in the completion of her service as a subpoenaed

witness, Employee must endorse her jury service or witness fee check to the City or pay those fees directly over to the City, since she continued to be compensated at her regular rate of pay during the time of her jury service or witness service.

**20. Subsequent Agreement:** Beginning in July 2017, or prior thereto, the City and Employee shall engage in good faith discussions regarding a possible new employment agreement. In the event the parties are not able to arrive at or agree upon a new agreement for Employee in that regard, then this Employment Agreement shall remain and continue in full force and effect until it is changed or modified by mutual agreement of the City and Employee or until the separation of the Employee's employment from the City.

CITY OF GILBERT

Dated: 9-9-14

By:   
Michael Skenzich, Mayor

EMPLOYEE

Dated: 9-9-14

  
Debra Sakrison