

Employee relation meeting held November 14, 2022, at 5:00pm. Present Chair Joe Buffington, Member Ted Teel, Public Works Director Josh Ferkel, and Tanna Leonard City Clerk.

Meeting called to order at 5:15pm by Buffington.

Clerk discussed her contract and how she is appointed by the council every two years and is not included in the union contract.

Clerk explained that in the previous contract her increases were higher because of a merit raise for her work during the 2019 flood.

She requested to have the following language changed:

Added- In the event the Employee is terminated if not re-appointed by the majority vote of the City Council before the expiration of the Agreement, while still willing and able to perform the duties of City Clerk, the City agrees to pay the Employee severance pay in the amount equal to one (1) month base salary, plus accrued vacation and personal time, minus the usual deductions.

Clerk explained that since her position is by appointment and that anytime she could not be reappointed, there was nothing to protect her to allow time to find a new position. This clause would pay her one month's base salary, allowing thirty days to obtain new employment.

The work hours may be changed upon the agreement of the Clerk and Mayor. Clerk will be permitted to work from home from time to time in the event there is work to be completed and this work is approved by the mayor.

Clerk explained that the schedule changes from time to time and that it isn't always possible to get council together for a meeting. Having the mayor approve the schedule changes made more sense. Clerk also explained that from time to time she must stay home but can perform her same position from home and that it would be more efficient for her to complete the work when allotted, with approval from the mayor.

City hereby agrees to budget for and to pay expenses of the Employee for professional and official travel, meetings, and occasions reasonably necessary to continue the professional development, continued education of the Employee and to adequately pursue necessary official functions for the City of Buffalo, including, but not limited to, the annual conference of the International City Clerk's Association, the Iowa League of Cities, and option of Municipal Finance Officer certification. The Employee must notify the Mayor and Council at least two (2) weeks in advance for any functions exceeding two (2) days in length that necessitate overnight travel.

Clerk explained that the union contract does not address any professional development for the clerk, and she requested that the usual clerk training opportunities be added to the language of her contract.

She requested to have the following raises:

January 1, 2023, \$1.00

January 1, 2024, .50

January 1, 2025, .50

Clerk explained that the reason her previous contract had higher raises is because she was granted a merit raise of \$5.00 for her work during the 2019 flood. The raise was distributed between multiple years to allot for a smaller impact on the budget. The wage increases also allotted for the .50 “average” union contract increase in the past, for year two and three. She requested to have the same union raise for 2023 and then reflect to the “average” union contract increases for fiscal financial impact reasons.

Committee discussed the timeframe for the contract and why it wasn’t within the same dates as the union contract and proposed that the contract end June 30, 2024, to coincide with the union contract, for wages.

Committee discussed the wording changes as proposed and had no issues.

Committee recommended increasing 2024 and 2025 wage to \$1.00 coinciding with the union contract.

Motion by Buffington and seconded by Teel to recommend the council approve the clerk’s contract with amending the following language:

In the event the Employee is terminated if not re-appointed by the majority vote of the City Council before the expiration of the Agreement, while still willing and able to perform the duties of City Clerk, the City agrees to pay the Employee severance pay in the amount equal to one (1) month base salary, plus accrued vacation and personal time, minus the usual deductions.

The work hours may be changed upon the agreement of the Clerk and Mayor. Clerk will be permitted to work from home from time to time in the event there is work to be completed and this work is approved by the mayor.

City hereby agrees to budget for and to pay expenses of the Employee for professional and official travel, meetings, and occasions reasonably necessary to continue the professional development, continued education of the Employee and to adequately pursue necessary official functions for the City of Buffalo, including, but not limited to, the annual conference of the International City Clerk’s Association, the Iowa League of Cities, and option of Municipal Finance Officer certification. The Employee must notify the Mayor

and Council at least two (2) weeks in advance for any functions exceeding two (2) days in length that necessitate overnight travel.

Wages: January 2023 \$1.00

January 2024 \$1.00

Contract ends June 30, 2024

Motion by Buffington and seconded by Teel to adjourn the meeting at 5:48.