

**EMPLOYMENT CONTRACT FOR POSITION OF
HEALTH COMMISSIONER/CITY SEALER
OF CITY OF WEST ALLIS**

This contract and agreement, made and entered into by and between the City of West Allis, a municipal corporation organized and existing by virtue of the laws of the State of Wisconsin ("City"), and Sally J. Nusslock, currently residing at [REDACTED]

WITNESSETH:

WHEREAS, the Common Council has established the position of Health Commissioner/ City Sealer in the unclassified service of the City; and,

WHEREAS, the Health Commissioner/City Sealer is appointed by and responsible to the Common Council for the performance of her duties; and,

WHEREAS, the Mayor of the City of West Allis has recommended the appointment of Nusslock to the position of Health Commissioner/City Sealer, the Common Council has approved her recommended appointment, and Nusslock has indicated her willingness to accept said position.

NOW, THEREFORE, it is hereby agreed by and between the City and Nusslock:

EMPLOYMENT: The City does hereby employ Nusslock in the position of Health Commissioner/City Sealer as set forth in Exhibit 1 and subject to the terms and conditions hereinafter set forth.

OATH: Before entering upon the duties of her office, Nusslock shall file an oath for the faithful performance of her duties and responsibilities as Health Commissioner/City Sealer.

RESPONSIBILITIES: Nusslock agrees to perform at a professional level of competence the services, duties and responsibilities of Health Commissioner/City Sealer as set forth in the

laws of the State of Wisconsin and the ordinances, resolutions, regulations and policies of the City which now exist or which may hereinafter be enacted.

Nusslock shall be responsible to the Common Council in the discharge of her duties and responsibilities; however, such duties and responsibilities shall be exercised under the supervision of the Mayor of the City of West Allis on a day-to-day basis in accordance with directives of the Common Council, as applicable.

Nusslock agrees to devote full time to her duties and responsibilities as Health Commissioner/City Sealer and shall not engage in any pursuit which interferes with the proper discharge of said duties and responsibilities.

TERM OF AGREEMENT: Nusslock shall assume her duties and responsibilities under this Agreement on September 5, 2012. Nusslock shall serve for an indefinite term, subject to removal by the Common Council at pleasure, and without cause, by an affirmative vote of three-fourths (3/4) of all the members thereof, and upon sixty (60) days notice prior to the effective date.

Nusslock may terminate her duties and responsibilities under this Agreement by submitting her written resignation sixty (60) days prior to the effective date.

SALARY AND BENEFITS: In consideration for the services rendered under this Agreement, the City will pay and provide salary and benefits to Nusslock as follows:

- A. Salary: The salary will be Ninety-five thousand nine hundred twenty-nine dollars and sixty cents (\$95,929.60) per annum, paid in twenty-six (26) installments by the City, less deductions required by federal and state laws and regulations or authorized directives as permitted by City policies. The salary shall be reviewed

annually by the Common Council. Future salary levels shall be established at the discretion of the Common Council.

- B. Overtime: The normal work week shall be forty (40) hours. All services in excess of forty (40) hours per week, to include attendance at meetings of the Common Council and its Committees, shall be performed by Nusslock without additional compensation.
- C. Automobile Allowance: An automobile allowance shall be paid to Nusslock under the terms and conditions specified in Ordinance No. 4735. All other allowable and reasonable expenses incurred in the performance of official City business shall be reimbursed in accordance with prevailing City policy.
- D. Vacations and Holidays: Nusslock will be afforded vacation days in accordance with the provisions of Section 2.076 of the Revised Municipal Code. Holidays shall be recognized as provided in Section 2.075 of the Revised Municipal Code.
- E. Life Insurance: The premiums for life insurance costs under the City's group life insurance program, established pursuant to Municipal Resolution No. 10392, will be paid by the City at the same level as provided for other full-time employees.
- F. Health Insurance: The premiums for medical, hospital and surgical insurance costs will be paid by the City upon commencement of employment at the same level of services as provided for other full-time employees under Section 2.76(12) of the Revised Municipal Code.
- G. Wisconsin Retirement Fund: The City and Nusslock shall pay their respective employer and employee shares to the Wisconsin Retirement Fund as specified by State law.

- H. Deferred Compensation Plan/Section 125 Plan: Nusslock will be offered the opportunity to participate in such deferred compensation plan and Section 125 Plan as the City may establish.
- I. Worker's Compensation Benefits: On becoming eligible for weekly worker's compensation payments, Nusslock will receive 80% of her full salary in lieu of such payments. Such salary shall be paid only during the period of temporary partial or temporary total disability. "Temporary partial" and "temporary total" are defined for purposes hereof according to Wisconsin law.
- J. Sickness or Accidental Injury: Nusslock shall receive payments from the City on account of physical inability to work by reason of sickness or accidental injury occurring outside of employment as provided in Section 2.76(11) of the Revised Municipal Code.
- K. Education, Training, Professional Fees: The City will pay educational, training, and professional membership fees on behalf of Nusslock, as budgeted and in accordance with City policy.
- L. Outside Work: Nusslock agrees to limit outside professional work and activity to outside City of West Allis boundaries.

RESIDENCY: Nusslock shall maintain her residence within the City of West Allis until termination of employment. No waiver of this condition shall be considered.

OTHER TERMS AND CONDITIONS: All other terms and conditions of employment not specifically detailed herein shall be governed by the provisions of the Revised Municipal Code of the City of West Allis and future amendments thereto, applicable to appointments in the unclassified service.

CONFLICTS: Any motions, resolutions and/or ordinances heretofore adopted by the Common Council, which are inconsistent with the terms of this Agreement, are hereby superseded by this Agreement.

AMENDMENTS: This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between and executed by the City and Nusslock where mutually agreeable. The waiver of any breach, term or condition of this Agreement by either party hereto shall not constitute a precedent in the future enforcement of all its terms and conditions.

CERTIFICATION: Nusslock is certified by the Department of Health Services pursuant to Wis. Stats. §251.06 as qualified to perform the functions of the Office of Health Commissioner/City Sealer as Health Officer of a Level III Health Department. In the event such certification shall be revoked or otherwise not maintained by Nusslock then, in that event, the Office of Health Commissioner/City Sealer shall be vacant and this contract shall become null and void and the parties shall have no further obligations thereunder.

This Agreement constitutes the entire agreement between the parties hereto and no verbal statement shall supersede any of its provisions.

Dated this _____ day of _____, 2012.

CITY OF WEST ALLIS

By: _____
Dan Devine, Mayor

By: _____
Thomas G. Lajsic, Council President

By: _____
Paul M. Ziehler,
City Administrative Officer, Clerk/Treasurer

I hereby accept the offer as stated in this Contract and agree to abide by its provisions.

_____ Dated: _____, 2012
Sally J. Nusslock

Countersigned this ____ day of _____, 2012, and I hereby certify that provision has been made to pay the liability that will accrue under this Contract between the City of West Allis and Ms. Sally J. Nusslock.

Kris Moen, Acting Manager of Finance

Approved as to form this _____ day
of _____, 2012

Scott Post, City Attorney

ADMMISC\EMPCONT-HEALTH COMM

CLASS TITLE: Health Commissioner/City Sealer

DEFINITION: Functions as health officer per Wisconsin Statutes 250, 251 and 252 as well as per Wisconsin Adm. Code HSS 140.

Under administrative direction; performs work of unusual difficulty in enforcing all local municipal ordinances and state statutes that specifically relate to physical, mental, sanitary and environmental health. Directs the daily operations of the West Allis Health Department. Performs related work as assigned.

EXAMPLES OF DUTIES: Plans and directs the four divisions of the department of public health: community health nursing, environmental health, administrative services and interdisciplinary health service; plans, directs and enforces programs designed to ensure compliance within the City with Federal, State and local laws, regulations and ordinances and/or generally enhance community health and environment; surveys community needs and develops plans to meet those needs; develops, justifies and administers Health Department budgets and establishes and controls office procedures, report preparation, and public information procedures; establishes and administers the operation of appropriate facilities, such as clinics for preventive services, screening and advice; coordinates the Employee Assistance Program including referral, counseling, follow-up and training.

Reviews the work of assigned personnel; approves all applications and interpretations of City and related codes and ordinances relating to department business and initiates court proceedings relating to department programs; coordinates programs with other public health agencies and the State Division of Health; promotes the passage or revision of necessary laws and regulations as they concern public health; represents the City at various conferences on public health matters; serves in an advisory capacity to various governmental agencies and professional groups; represents the City as medical director for Emergency Government; directs the operation of the Senior Citizen Center; directs the operation of the municipal Farmer's Market; directs the office of City Sealer; is a member of the negotiating team for the City with the Nurses' union; answers inquiries of the Mayor and Common Council and explains programs; speaks at various public functions and approves all press releases concerning health department activities; supervises applications for federal funds and reimbursable programs.

MINIMUM QUALIFICATIONS:

Training and Experience:

A Master's Degree in Public Health, from an approved school of public health OR a Bachelor's degree in a health related field and 16 graduate semester credits toward a master's degree in public health, public administration, health administration or a similar field.

Five (5) years of recent professional work experience in public health administration, including two (2) years of supervisory experience. Experience acquired in the employ of an official federal, state, or local public health agency is highly desirable.

Competent in the use of an office computer/software including, but not limited to, Microsoft Office Suite (Windows, Word, Excel, Outlook, and Calendaring), etc.

A valid Wisconsin Driver's License.

Knowledge and Skills: Comprehensive knowledge of the principles and techniques of public health administration; comprehensive knowledge of the practices of public health, public health programs and public health sciences; comprehensive knowledge of state and federal laws and programs pertaining to public health and their interpretation.

Comprehensive skill in recognizing and understanding the health needs of the community and in evaluating the services provided to meet those needs; considerable skill in planning and managing the work of others; considerable skill in communicating and working effectively with others; considerable skill in planning and implementing community health, sanitation and environmental control programs.

Considerable skill in supervising and coordinating specialized general public health activities; considerable skill in planning, organizing and directing the work of health professionals, technicians and other employees; considerable skill in interacting effectively with public health officials, citizen groups, school groups and local, regional and State health and related organizations to contribute to the effective achievement of Health Department objectives.

CITY OF WEST ALLIS

Revised March 2012

Approved _____
Department Head Date _____

Approved _____
Employee Date _____