

# PUBLIC WORKS DIRECTOR EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT (“Agreement”)** is dated this 22<sup>nd</sup> day of May, 2023, by and between the City of Benton, a municipal corporation (“Employer”) and Craig Miles (“Employee”).

## WITNESSETH:

**WHEREAS**, Employer desires to employ Employee;

**WHEREAS**, Employee acknowledges that employment at Employer affords him the opportunity to engage in favorable relations with Employer’s business;

**NOW, THEREFORE**, in consideration of the premises, the covenants, and agreements contained herein, the employment of Employee and the benefits resulting therefrom to Employer, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Employer agrees to employ Employee to work as the Public Works Director of the City of Benton at Benton, Illinois, for a period of four (4) years, beginning on the date of this Agreement. The Employer may terminate the Employee for good cause. In such case, the Employer shall provide Employee at least thirty (30) days prior written notice of the termination.
2. Employee agrees dutifully to perform the duties of the Public Works Director including any such duties subsequently agreed on by Employer and Employee.
3. Employee agrees to work fifty-two (52) weeks in each year, (except excused absences, vacation, personal days, sick leave, and City holidays), for forty (40) hours per week. Employee’s position is an upper management position. No overtime pay will occur or accrue.
4. Employer agrees:
  - (a) to pay Employee a salary at the rate of \$79,800.00 annually and paid on a biweekly basis with 2/3<sup>rd</sup>s being paid from the Water and Sewer Fund and 1/3<sup>rd</sup> being paid from the General Fund;
  - (b) that the Employee’s original date of hiring with the City was July 23, 2001. On each anniversary date, the employee shall be granted five (5) weeks of vacation annually. The employee shall be allowed to carry over a maximum of fifteen (15) vacation days;
  - (c) that the Employee may accrue compensatory (“comp”) time on an hourly basis up to and including a maximum of forty (40) hours. Comp time may be used upon approval of the Commissioner of Streets and Public Improvements. Approval must be in writing, signed by all parties, and may not be unreasonably withheld. If the respective commissioners and employee are unable to agree, the Mayor will make the final determination.

- (d) that a personnel action form shall be approved by the Commissioner of Streets and Public Improvements and will be utilized for either the accrual of, or use of comp time;
- (e) that on the first day of each fiscal year, the employee will receive eighty (80) hours of sick time. The employee may accumulate up to but not more than thirty (30) days of sick time at any one time and may elect to sell back, at the end of the fiscal year, any unused time over twenty (20) days, up to a maximum of ten (10) days. The request to sell back time must be presented in writing to the City Treasurer no later than April 30<sup>th</sup>. Upon termination of service, the employee may sell back all remaining sick time and vacation time on the books;
- (f) that the Employee shall receive forty-eight (48) hours personal time on the first day of each fiscal year. Personal days are use or lose;
- (g) that the Employee shall maintain a valid driver's license while employed with the City;
- (h) that the Employee shall be permitted use of a City vehicle for official departmental use only;
- (i) that the Employee shall be given a \$600.00 annual clothing allowance for use in acquiring clothing and related accessories for use in job-related functions;
- (j) that the Employee shall acknowledge that no severance pay will be given upon departure from the position of employment, whether to return to the bargaining unit, if applicable, or otherwise. Unless employee is terminated for cause, employee may return to the bargaining unit with seniority including any credit received for the time employed outside of the bargaining unit;
- (k) that the Employee shall enjoy the same holidays that City Hall observes;
- (l) that effective annually on the first day of the fiscal year for the City of Benton, there shall be an increase of 3% on year two, 2% on year three, and 2% on year four;
- (m) that the Employee shall manage the Water, Sewer, and Street Departments and file timely and accurate reports, and perform other functions as directed and/or required;
- (n) that the Employee must be able to physically do any job or function of any employee within each managed department in case of an emergency;
- (o) that the Employee must have working knowledge of the operation of any equipment and machinery that is used in the Water, Sewer, and Street Departments
- (p) that the Employee shall assist the Mayor and City Council in any other duties assigned to or required of him;
- (q) that the Employee shall reside in Franklin County during the entire term of this Agreement
- (r) that the Parties understand the term "day" to equal eight (8) hours
- (s) that the Employee shall receive any additional benefits stated in the Local 318 Bargaining Agreement, unless excluded under this agreement.

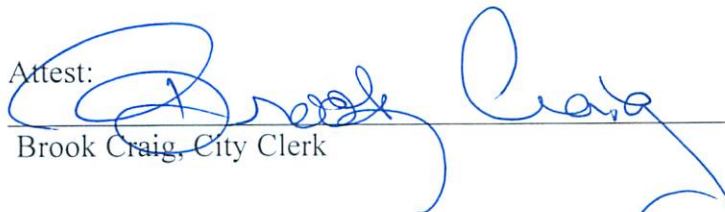
5. Employee agrees that this Agreement is intended to protect and preserve legitimate business interest of Employee. It is further agreed that any breach of this Agreement may render irreparable harm to Employer. In the event of a breach of this Agreement

by the Employee, the Employer shall have available to it all remedies provided by law or equity. During the Agreement Term and thereafter, Employee agrees that he/she will take no action which is intended, or could reasonably be expected, to harm the City of Benton or its reputation or which could reasonably be expected to lead to unwanted or unfavorable publicity to the City of Benton.

6. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. No change, modification, or amendments shall be valid unless the same is in writing, signed by the parties hereto, and specifically provides for amendment, change, or modification of this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party to be charged. This Agreement replaces and supersedes all prior agreements between parties.
7. Employee agrees he has read, understood, and had an opportunity to consult with counsel regarding this Agreement and executes same as his free and voluntary act.
8. If any portion of this Agreement shall be, for any reason, declared invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable, and carried into effect to the fullest extent permitted, and the invalid or unenforceable portion shall be reformed, if possible, so as to be valid and enforceable.
9. This Agreement shall be subject to and governed by the laws of the State of Illinois. This Agreement may be executed in counterparts.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

  
By: Mayor Lee Messersmith

Attest:   
Brook Craig, City Clerk

  
Employee, Craig Miles

