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JUN 26 2014

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ , 2014 by and between the City of Chandler, State of Arizona, a municipal corporation, hereinafter called "City", as party of the first part, and R. Michael Traynor, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of Employee as Presiding City Magistrate of the City of Chandler, Arizona; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; ands

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of Employee and to provide inducement for Employee to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating Employee's services at such time as Employee may be unable fully to discharge Employee's duties or when City may desire to otherwise terminate Employee's employ; and

WHEREAS, Employee desires to accept employment as Presiding City Magistrate of said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. **Duties**

City hereby agrees to employ said R. Michael Traynor as Presiding City Magistrate of said City to perform the functions and duties specified in the City Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2. **Term**

A. The term of this Agreement shall be from July l, 2014 until June 30, 2016.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee as provided by State Law, subject only to the provisions set forth in Section 4 of this agreement.

C. Employee agrees to remain in the exclusive employ of the City and neither to accept, nor to become employed by any other employer. The term "employed" shall not include work as a pro tern judge, with the approval of the Mayor, or occasional teaching on Employee's time off.

D. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from employment with the City, subject only to the provision set

forth in Section 3 of this agreement.

Section 3. Resignation

In the event Employee voluntarily resigns employment with the City before expiration of the aforesaid term of employment, then Employee shall give the City two months notice in advance, or such advance notice may be as otherwise mutually agreed upon.

Section 4. Disciplinary Actions

Employee shall be held to high standards of conduct that would be expected of a Chandler Presiding Judge. Employee shall be subject to disciplinary action up to and including dismissal for any action that would result in disciplinary action if committed by other City employees.

Section 5. Salary

City agrees to pay Employee for his services rendered pursuant hereto at an annual base of $181,462.00 during fiscal year 2014-2015, and $181,462.00 during fiscal year 2015-16, payable in installments at the same time as other employees of the City are paid. During the term of this Agreement, if the City provides for an increase to the annual base salaries of the non-represented employees in the City of Chandler, using the total compensation methodology, then the City agrees to increase the Employee's annual base by the same percentage or amount as provided for the non-represented employees, payable in installments at the same time as other employees of the City are paid. If no such increase is made to the base salary, Employee's annual base salary of $181,462.00 shall be continued for the period from July 1, 2014 until June 30, 2016. During the term of this Agreement, if the City agrees to provide any payment to all non-represented employees that is not added to base salaries, the City agrees to pay Employee the same amount paid to each Employee or percentage paid to each Employee.

Section 6. Hours of Work

A. Employee shall work not less than 40 hours per week except when a City holiday occurs or when a leave approved by the Mayor.

B. In the event Employee is required to work more than 40 hours in a week, Employee shall not be compensated for the additional time.

Section 7. Dues and Subscriptions

City agrees to budget and pay the professional dues and subscriptions of Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City subject to City's determination as to what is necessary.

Section 8. Professional Development

City hereby agrees to budget and to pay the 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 national, regional, state and local governmental groups and committees thereof which Employee serves as a member, subject to City's determination as to what is necessary.

Section 9. <u>Other Terms and Conditions of Employment</u>

A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City Charter, or any other law.

B. All provisions of the City Charter and Code, and Personnel Rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of City, in addition to said benefits enumerated specifically for the benefit of Employee.

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded Department Heads. Payment of employee's vacation and sick hours shall be treated as set forth in paragraphs D and E of this section.

D. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded Department Heads. Payment of employee's vacation and sick hours shall be treated as set forth in paragraphs D and E of this section.

E. The accumulation of employee's vacation hours shall be treated as follows:

1. As of the last full pay period in every calendar year, employee's vacation credits shall not be allowed to accumulate in excess of 240 hours.

2. Any carryover of vacation credits in excess of 240 hours shall become void on the first day of the pay period with the pay day in January.

3. In exceptional cases, the Mayor, with ten (10) days notice to the Council, may allow employee to carry over more than 240 hours. The Mayor shall notify the personnel director in writing with an attached copy of the notice to Council, if employee is allowed to carry over excess vacation accrual. The excess accrual must be used prior to the first of July the same year. Carryover of excess vacation accrual shall not be allowed for more than two successive years.

4. Excess vacation accrual not used as required by this rule shall be deleted from the employee's record by the personnel director, and the employee shall be notified in writing to that effect.

F. Payment of sick leave upon leaving City service or death:

1. Upon leaving City service, employee shall be entitled to compensation for up to 774.4 hours of sick leave which is the number of hours employee has accumulated as of June 30, 1996.

2. If employee dies prior to leaving City service, his beneficiaries shall be entitled to compensation for up to 774.4 hours of sick leave.

G. Employee shall be covered by the City's insurance for malpractice and errors and omissions. City shall provide Employee a term life insurance plan in an amount equal to 1.5 times Employee's annual salary. Employee shall pay the same amount of employee and dependent premium for the City health and dental plans as other employees of the City pay.

Section 10. General Provisions

A. The text herein shall constitute the entire agreement between parties.

B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provisions or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Section 11. Reappointment

Nothing in this agreement shall give Employee an employment right beyond the terms set forth herein and pursuant to Chandler Charter Section 2.09(c) reappointment of Employee shall be at the pleasure of the City Council.

For the City of Chandler:

Mayor Jay Tibshraeny

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY kb

Employee:

R. Michael Traynor