

**CHANDLER CITY MAGISTRATE
EMPLOYMENT AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered by and between the CITY OF CHANDLER (the "City"), an Arizona municipal corporation, by its Mayor, and PATRICK GANN (the "Employee"), (the City and the Employee may individually be referred to as "Party" and collectively referred to as "the Parties") on this ____ day of _____, 20 ____ (Effective Date).

WITNESSETH:

WHEREAS, the City desires to employ the services of the Employee as 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; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of the Employee and to provide inducement for the Employee to remain in such employment, (2) to make possible full work productivity by assuring the 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 the Employee's services at such time as the Employee may be unable fully to discharge the Employee's duties or when the City may desire to otherwise terminate the Employee's employ; and

WHEREAS, the Employee desires to accept employment as a City Magistrate of the City.

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

AGREEMENT

Section 1. Duties

The City hereby agrees to engage the Employee as a City Magistrate of the City to perform the functions and duties specified in the City Charter and City Code and to perform such other legally permissible and proper duties and functions as the City Council and Presiding City Magistrate shall from time to time assign.

Section 2. Term

A. The term of this Agreement shall be from July 1, 2021, through June 30, 2023.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Employee as provided by State law.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from employment with the City, subject only to the provisions set forth in Section 3 of this Agreement.
- D. Outside employment of the Employee shall not be permitted except with written permission of the Presiding City Magistrate. Such permission will not be given if it is determined that such employment is likely to:
 - 1. Physically or mentally hamper the Employee in his or her ability to do the job required by the City;
 - 2. Bring discredit to the City service, the Court, or the Employee;
 - 3. Be in conflict with the Employee's duties as a City Magistrate and/or employee of the City.

Section 3. Resignation

In the event the Employee voluntarily resigns from employment with the City before the expiration of the term of this Agreement, the Employee shall give the Presiding City Magistrate a minimum of two months written advance notice, or such advance notice as may be otherwise mutually agreed upon.

Section 4. Disciplinary Actions

- A. The Employee works at the direction of the Presiding City Magistrate and will be held to the high standards of conduct expected of a judicial officer and an employee of the City. The Employee shall be subject to disciplinary action up to and including dismissal for deficient performance or conduct that is inconsistent with the Code of Judicial Conduct or would result in disciplinary action if committed by any other City employee. The Presiding City Magistrate may issue discipline to the Employee in the form of a written reprimand or an unpaid disciplinary suspension of fewer than 30 calendar days.
- B. For suspensions without pay, the process for issuing discipline set forth in Personnel Rule 5, section 1, shall be followed including the issuance of a written pre-disciplinary notice which states the specific reason(s) and supporting evidence for the disciplinary action, an opportunity for the Employee to respond, and a final determination by the Presiding City Magistrate. The Employee may appeal an unpaid suspension to the City Council within five (5) work days of receiving the Presiding City Magistrate's final notice

of suspension without pay. Within 14 days of receipt of the Employee's appeal, the City Council shall set a hearing for the Presiding City Magistrate and the Employee to present their respective positions on why the discipline should or should not be upheld. The City Council's decision on the matter shall be rendered in open session and shall be final and not subject to appeal.

- C. If the Presiding City Magistrate determines the Employee's conduct warrants a suspension without pay greater in length than 30 calendar days, demotion, or dismissal, the Presiding City Magistrate shall refer the disciplinary action to the City Council unless both the Employee and the Presiding City Magistrate stipulate that the Presiding City Magistrate can issue disciplinary action in excess of a 30 day calendar day suspension without pay. Before referring the disciplinary action to the City Council, the Presiding City Magistrate shall issue to the Employee a notice of intent to recommend the specific disciplinary action and provide the Employee with three work days following receipt of the notice to respond in writing stating why the proposed disciplinary action should not be taken. Within three days from receipt of the Employee's response, the Presiding City Magistrate may decide to rescind the notice of intent or may refer the notice and the Employee's response to the City Council for a final decision. Within 14 days of receipt of the notice and the Employee's response, the City Council shall set a hearing for the Presiding City Magistrate and the Employee to present their respective positions on why the action should or should not be taken. The City Council's decision on the matter shall be rendered in open session and shall be final and not subject to appeal.
- D. The Presiding City Magistrate may suspend the Employee with pay whenever the Presiding City Magistrate believes such a suspension would be in the best interest of the Court. Suspension with pay shall not be considered a disciplinary action and the Employee shall have no appeal rights.

Section 5. Salary

- A. The City agrees to pay the Employee for the services rendered pursuant to this Agreement an annual salary payable in installments at the same time regular employees of the City are paid as follows:

<u>Time Period</u>	<u>Annual Salary</u>
July 1, 2021 through June 30, 2022	\$ 170,881.08
July 1, 2022 through June 30, 2023	\$ 176,007.51

If during the term of this Agreement the base salary of any other City Magistrate changes in accordance with the terms of his or her Agreement then the Employee's

annual base salary shall change to be equal to that of the other City Magistrate and such change shall be effective as of the same effective date as the change to the other City Magistrate's salary.

- B. Ongoing annual salary adjustments and merit increases approved for non-represented employees shall not apply to the Employee during the term of the Agreement.
- C. If, during the term of this Agreement, the City agrees to provide any payment to all non-represented employees that is not added to base salaries, City agrees to pay the Employee the same amount or percentage approved for such employees.

Section 6. Hours of Work

- A. The Employee shall work no fewer than 40 hours per week except when a City holiday occurs or when a leave is approved by the Presiding City Magistrate or a sick leave is taken as authorized under the City Personnel Rules.
- B. In the event Employee is required to work more than 40 hours in a week, the Employee shall not be compensated for the additional time.

Section 7. Dues and Subscriptions

The City agrees to budget and pay for the professional dues and subscriptions of the 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 the City's determination as to what is necessary.

Section 8. Professional Development

The City shall budget and pay for the travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other national, regional, state, and local governmental groups and committees thereof which the Employee serves as a member, subject to City's determination as to what is necessary.

Section 9. Other Terms and Conditions of Employment

- A. The City Council shall fix such other terms and conditions of employment as it may determine from time to time relating to performance of the 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 the Personnel Rules, Policies, and Administrative Regulations of the City relating to vacation and sick leave, retirement and retirement system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other employees of City, in addition to said benefits enumerated specifically for the benefit of the Employee. The Employee shall pay the same amount of employee and dependent premiums for the City health and dental plans as paid by other employees of the City.
- C. The Employee shall accrue vacation and sick leave benefits as follows:
1. Vacation: The Employee shall accrue vacation hours as set forth under Personnel Rule 15, Section 4(C). Personnel Rule 15, Section 5 shall apply to the Employee's accrual of vacation credits in excess of 240 hours. Excess vacation hours may be contributed to the Retirement Health Savings Plan as provided in CC-Reg. CM-57.
 2. Sick Leave: The Employee shall accrue and use sick leave, including Statutory Sick Leave, as set forth in Personnel Rule 15 and may convert sick leave to vacation credits as provided under Rule 15 and the Sick Leave Conversion Program, CC-Reg. CM-71.
- D. Payment of sick leave upon leaving City service or death:
1. Upon leaving City service, the Employee shall be entitled to compensation for accumulated sick leave under the provision of Personnel Rule 15 governing payment of sick leave for regular employees upon retirement.
 2. If the Employee dies prior to leaving City service, the Employee's beneficiaries shall be entitled to compensation for the Employee's accrued sick leave as provided in Personnel Rule 15.
- E. The Employee shall be covered by the City's insurance for malpractice and errors and omissions. City shall provide the Employee with term life insurance coverage in an amount equal to 1.5 times Employee's annual salary.
- F. The Employee shall be provided an additional amount of \$1,000.00 per year to be deposited into the City's Deferred Compensation Plan. The Employee may contribute additional amounts, up to the maximum allowed, to be deposited into the deferred compensation plan on a bi-weekly basis.

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 the 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 the Employee an employment right beyond the term set forth herein. In accordance with Section 2.09(c) of the Chandler City Charter, the reappointment of the Employee shall be at the pleasure of the City Council.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

FOR THE CITY

By: _____
Mayor

FOR THE EMPLOYEE

By: Patrick G. Gann
Patrick Gann

APPROVED AS TO FORM:

By: _____
City Attorney Raf

ATTEST:

By: _____
City Clerk