

# **EMPLOYMENT AGREEMENT**

**City of Oregon City, Oregon**

**And**

**Amy B. Lindgren**

## **RECITAL:**

This Employment Agreement (hereinafter "Agreement") is made and entered on the day set out above the signatures below, by and between the City of Oregon City, an Oregon municipal corporation, (hereinafter "City") and Amy B. Lindgren, (hereinafter "Judge") to set forth the terms and conditions established by these parties for the City's employment of Judge.

## **IT IS AGREED:**

### **Section 1: Term**

The Judge's date of hire as Municipal Court Judge shall be the date this Agreement is signed by and on behalf of the parties following authorization by the Commission. The term of this Agreement shall be two years from the date of Judge's hire. Unless the City or Judge notifies the other of an intention to terminate the Agreement at least 60 days in advance of its expiration date, this Agreement shall be automatically renewed for successive two (2) year terms from its then current date of expiration. Notwithstanding the term of this Agreement, Judge's employment shall be "at will." Accordingly, both Judge and the City remain free at all times to terminate the employment relationship, with or without cause, subject to the provisions of Section 9, below.

### **Section 2: Duties and Authority**

City employs Judge to perform the functions and duties of the position of the Municipal Court Judge for the City of Oregon City, as specified in Section II of the City Charter. Duties shall be judicial in nature and shall include, but are not limited to hearing pleas, conducting bench and jury trials, reviewing case-related correspondence, and consulting with City of Oregon City staff in the development of policies and procedures related to operation of the Municipal Court. Judge shall devote sufficient time to insure maintenance of a current docket and opportunity for evening court appearances by the public.

Judge shall be classified and paid as an employee of the City of Oregon City pursuant to US Internal Revenue Service regulations and will be subject to the City's standards of conduct and behavior for its workplace, including but not limited to the City's non-discrimination, anti-harassment, anti-retaliation, workplace safety and other policies applicable to employees. Nothing in this Agreement, however, is intended to supersede Judge's obligations under the Oregon Code of Judicial Conduct, to supersede or interfere with the functions of the court as provided by law, or to otherwise authorize the City Commission or Oregon City's public officers or employees to exercise any supervisory or other authority over Judge's judicial decision making or other judicial authority.

Judge agrees to carry out the duties of the Municipal Court Judge position in a timely, consistent, and impartial manner in accordance with the Oregon Code of Judicial Conduct.

### **Section 3: Work Hours**

The City anticipates that the duties of the Municipal Court Judge position will be part-time and require Judge to work approximately 40 hours per month. However, both Judge and the City recognize that the hours devoted by Judge to perform the position responsibilities may vary with the caseload of the Court and Judge is expected to work whatever hours are needed to meet the caseload.

### **Section 4: Compensation and Benefits**

Commencing on the hire date, the City shall pay Judge for services rendered on a salary basis equivalent to five thousand dollars (\$5,000.00) per month. The Municipal Court Judge position will be classified as a salaried exempt position and this salary will cover all of Judge's hours worked, regardless of the number. Although paid on a salary basis, the Judge agrees that she will continue to report all hours worked in the City's time and attendance system to allow the City to accurately report hours to PERS (Public Employees Retirement System).

Judge's salary will be adjusted for cost-of-living increases, if any, each year at the same time and at the same percentage as other management and supervisory employees of the City and as approved by the City Commission. Judge will also be eligible to receive discretionary merit pay or bonuses based on the City Commission's evaluation of Judge's performance (e.g., Judge's attendance, productivity, timeliness of moving cases through the docket, ability to work effectively with City staff, etc.). Merit pay, if any, will be evaluated and awarded within one month after the performance review described in Section 8 of this Agreement. Judge understands and agrees that cost of living adjustments and merit pay are not guaranteed but are granted at the discretion of the City Commission.

### **Section 5: Benefits**

During Judge's employment, Judge shall accrue 2 hours of paid sick leave benefits per month. Sick leave benefits will accrue beginning on Judge's first day of employment and may be used for purposes covered by and in accordance with Oregon's paid sick time law. Up to 40 hours of accrued paid sick leave benefits may be carried over from one year to the next and Judge may accumulate a maximum of 80 hours of paid sick leave benefits. Paid sick leave benefits are not vested and will not be paid out upon Judge's separation from employment for any reason.

The City will report Judge's hours worked in accordance with applicable PERS statutes and regulations.

As a part-time employee regularly scheduled to work fewer than 20 hours per week, Judge will not be eligible for any other employment benefits except as expressly outlined in this Agreement or required by law.

### **Section 6: Professional Development**

The City will provide funding of the Judge's registration and reasonable travel and related expenses to attend approved professional meetings, seminars, and professional development

courses, including but not limited to the Judge's Conference and up to two (2) CLE classes on Evidence and Criminal Law each fiscal year. Such funding shall be subject to Commission approval and any limitations outlined in the City's annual budget.

### **Section 7: Use and Selection of Judge Pro Tem**

Except as otherwise provided by applicable law (e.g., during periods covered by Oregon Paid Sick Time law), Judge shall be responsible to arrange for a Pro Tem Judge if Judge is unable to perform Judge's regular duties for any reason. Pro Tem Judges shall be selected from a list of qualified candidates and approved by the City Commission. The City will be responsible for employing and paying for such judge pro tem services.

### **Section 8: Performance Review**

The first six (6) months of Judge's employment with the City shall be a probationary period. During this period, Judge's performance (including Judge's work habits, attendance, productivity, and ability to work effectively with City staff, etc.) will be evaluated by the City Commission.

Judge's performance shall be reviewed by the City Commission prior to completion of the probationary period and annually thereafter, in the month of June. The City Commission may also conduct a performance review prior to the expiration of this Agreement. For purposes of the performance review, comments may be solicited from partners of the court including the Court staff, Police staff, the City Manager and/or defense attorneys. The evaluation will be based on the Judge's job functions, work habits, productivity, ability to work effectively with City staff, etc. as well as any specific goals and objectives identified by Judge and Commission periodically. Judge shall inform the City Commission regarding the amount of time that Judge spends in Municipal Court as well as Judge's evaluation of Municipal Court matters.

### **Section 9: Separation of Employment**

Judge shall be employed on an at-will basis. Judge's employment may be terminated by either party at any time for any reason. The parties agree, however, to provide notice of their intention to end the employment relationship as follows:

1. Voluntary Resignation by Judge: Judge agrees to give the Mayor and City Commission at least sixty (60) calendar days' written notice in advance of her intention to resign employment with the City. During the notice period, Judge agrees that she will remain available to serve and continue to perform her duties in full unless relieved those duties by the City Commission or Judge's absence is otherwise protected by applicable law. Judge also agrees to cooperate in every way with the smooth and efficient transfer of the Municipal Court Judge position duties to a newly appointed Judge or Interim Judge. The City Commission reserves the right, in its sole discretion, to accelerate Judge's employment separation at any time during this notice period.

If Judge submits notice of resignation during the probationary period of employment and the Commission elects to accelerate Judge's separation, Judge will be paid for all hours worked in accordance with applicable law but shall not be entitled to pay for any time not actually worked.

If Judge submits notice of resignation after successful completion of the probationary period and the Commission elects to accelerate Judge's separation, it will pay Judge for the balance of the 60-day notice period remaining at the time of separation.

2. Termination by City Without Notice - Probationary Period of Employment:

Judge's employment may be terminated by the City at any time during the probationary period, with or without advance notice, and without payment for any time not actually worked by Judge.

3. Termination by City with Notice: Following satisfactory completion of the probationary period of employment, this Agreement and Judge's employment may be terminated by the City for any reason whatsoever upon giving not less than sixty (60) calendar days' written notice to the Judge. During the notice period, Judge agrees that she will remain available to serve and continue to perform her duties in full unless relieved those duties by the City Commission or Judge's absence is otherwise protected by applicable law. Judge also agrees to cooperate in every way with the smooth and efficient transfer of the Municipal Court Judge position duties to a newly appointed Judge or Interim Judge. The City Commission reserves the right, in its sole discretion, to accelerate Judge's employment separation at any time during this notice period. However, if the Commission elects to accelerate Judge's separation, it will pay Judge for the balance of the 60-day notice period remaining at the time of separation.

#### **Section 10: Indemnification**

The City of Oregon City will defend and indemnify Judge against any demands, claims or actions arising out of the judicial services furnished by Judge in accordance with the provisions of ORS 30.285.

#### **Section 11: Other Terms and Conditions**

4. Integration. This Agreement and its Addendum A contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.
5. Effect of Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless it is in writing.
6. Severability. If any provision, 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 and shall not be affected, and shall remain in full force and effect.
7. Relationship to City Policies of General Application. The terms of this Agreement shall control over inconsistent terms and elements of personnel policies of the City of Oregon City. To the extent that this Agreement is not inconsistent therewith, Oregon City policies shall constitute terms and conditions governing Judge's employment.
8. Arbitration. In the event the parties have a dispute concerning the terms of this Agreement, the terms and conditions of the employment relationship, or the violation of any federal, state

or local law relating to the employment relationship then the dispute shall be resolved by submitting it to binding arbitration in accordance with the **Arbitration Agreement, which is attached hereto as Addendum A** and incorporated by reference.

9. Amendment. Nothing shall restrict the ability of Judge and the City to amend or adjust the terms of this Agreement. However, no amendment or adjustment shall be valid unless in writing and signed by both Judge and the Mayor and City Recorder as authorized by action of the City Commission.

THEREFORE, THE CITY OF OREGON CITY BY AND THROUGH ITS MAYOR AND CITY COMMISSIONERS HAVE DETERMINED TO APPOINT AMY B. LINDGREN AS MUNICIPAL COURT JUDGE AND EMPLOY HER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, WHICH AMY B. LINDGREN ACCEPTS, and accordingly, the City of Oregon City has caused this Agreement to be signed and executed on its behalf by the Mayor and duly attested by the City Recorder, and the City Manager has signed and executed this Agreement, both in duplicate, this first day of November, 2021.

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Amy B. Lindgren

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Rachel Lyles Smith, Mayor

ATTEST:

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Jakob Wiley, Interim City Recorder