

## **AT-WILL EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into by and between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter (herein referred to as “Metro”) and Paul Slyman (herein referred to as “Employee”).

### **RECITALS**

1. Metro requires the services of a Chief of Staff.
2. Employee has the qualifications and the desire to serve Metro as its Chief of Staff.
3. This Agreement shall be referred to as “At-Will Employment Agreement” (herein referred to as “Agreement”).

**NOW, THEREFORE, IN CONSIDERATION** of the compensation to be paid by Metro to Employee as specified in this Agreement, and in consideration of the mutual promises contained in this Agreement, the parties hereby agree as follows:

### **AGREEMENT**

1. **Engagement.** Subject to the parties’ right to terminate this Agreement as specified below, Metro hereby employs and Employee hereby accepts employment from Metro for Employee’s services as the Chief of Staff.
2. **Term of Agreement.** The terms of this Agreement shall apply to Employee’s employment upon execution and approval by the Metro Council, and shall continue until terminated as provided herein.
3. **Services.** Employee shall faithfully, industriously and to the best of his ability provide his service as the Chief of Staff at Metro, and shall perform all duties as may be required of him by the Metro Charter, the Metro Code, the Council President, and any designee of the Council President.
4. **Exclusivity.** During the term of this Agreement, and except as otherwise provided herein, Employee shall primarily devote his business efforts, time, attention, knowledge, and skills to Metro as the Chief of Staff. Employee may engage in outside business or professional activities, provided that Employee obtain the written consent of the Council President prior to engaging in any outside business or professional activities and provided that the Council President has determined, in the Council President’s sole discretion, that such activities: (a) do not impair performance of Employee’s duties under this Agreement, (b) do not make use of Metro resources, (c) are not substantially similar to the services Employee renders to Metro under this Agreement, and (d) are not in violation of or otherwise inconsistent with the requirements of Metro policies, Metro Charter,

Metro Code, or with any other applicable rules, regulations or legal requirements (as amended from time to time). The Council President shall consult with the Metro Attorney before making her determination.

5. **Employment At-Will.** Metro and Employee understand and acknowledge that Employee's employment with Metro constitutes "at-will" employment. Subject to Metro's obligation to provide severance benefits as specified in this Agreement, Employee and Metro acknowledge that this employment relationship may be terminated at any time, upon written notice to the other party, with or without cause or good reason and for any or no cause or reason, at the option of either Metro or Employee. It is further understood and agreed that neither this Agreement, nor any service provided under this Agreement, shall create a property interest of any kind.
6. **Compensation.**
  - A. **Salary.** As compensation for Employee's services, Metro shall pay Employee the sum of \$193,507.00 per year, payable in the same frequency and manner as other Metro employees. Employee's performance and salary shall be reviewed annually as provided below, and thereafter Employee's salary may be adjusted by Metro, consistent with the Metro pay plan. Employee will serve a three month probationary period and upon successful completion of the probationary period will receive a 4% increase to his base salary described above. The compensation paid to Employee shall be subject to customary withholding taxes and other taxes as required with respect to compensation paid by Metro to an employee.
  - B. **Benefits.** Employee shall receive benefits at a level determined by Metro. For the purposes of this section, "benefits" means health insurance, including dental and vision care, life insurance, disability insurance, paid leave, employee assistance, retirement benefits pursuant to the Public Employees Retirement System ("PERS"), and any other benefits which are routinely provided to Metro's non-represented employees. Metro shall pay the six percent (6%) employee contribution required by PERS for Employee. Except as otherwise expressly provided in this Agreement, the employee benefits provided to Employee under this section are subject to any additions, reductions or other changes made by Metro to the benefits provided to Metro's non-represented employees.
  - C. **Annual Vacation Leave.**
    - (1) Employee shall accrue annual vacation leave as provided in the Metro Personnel Rules, as they may be amended from time to time. Upon initial hire, Employee shall accrue vacation at the rate at which he currently accrues vacation as of the date of this Agreement.

- (2) Employee shall annually forfeit any vacation leave that both (a) exceeds the 275 hour limit; and (b) is accrued in a fiscal year in which Employee has not taken at least 80 hours of annual leave (“minimum leave”). The “minimum leave” requirement may be waived by Metro under extraordinary circumstances.
  - (3) Upon voluntary resignation of his employment or termination for cause as defined in Section 9(C), Employee shall only be entitled to payment for accrued and unused vacation leave up to a maximum of 275 hours. If Employee is terminated by Metro without cause, Employee shall be compensated as provided in Section 9(B).
- 7. **Performance/Compensation Reviews.** Employee will be evaluated annually through Metro’s Performance Appraisal Cycle program. The Council President and Employee shall mutually agree on an annual work plan for Employee. In evaluating Employee’s performance, the Council President may consider how Employee’s performance is consistent with standard management practices, personnel policies and performance measures adopted by the Council President.
- 8. **Reassignment.** Upon written notice, Employee may be temporarily or permanently reassigned to another Metro position or, if to another entity, pursuant to Metro’s “Loaned Executive” policy. If a temporary reassignment results in Employee receiving a different salary during the reassignment period, Employee shall be returned in good standing to his previous position and salary range upon completion of the reassignment.

Performance reviews covering periods while Employee is temporarily reassigned or on loan to another entity shall reflect all work during the period, and compensation adjustments shall be commensurate with performance during the entire period under review.

9. **Termination.**

A. **Termination by the Parties.**

- (1) **Termination by Metro:** Employee understands and agrees that he is an at-will employee and may be terminated at any time, with or without cause, by the Metro COO giving Employee a written notice of termination. If the written notice of termination does not specify the effective date of termination, the effective date of termination shall be the date on which the written notice was given. Cause is defined in section 9C of this Agreement.

- (2) Termination by Employee: Employee may terminate his employment with Metro at any time by giving Metro a written notice of termination specifying the effective date of termination. To terminate in good standing, employee must provide thirty (30) days written notice of termination. If the written notice of termination does not specify the effective date of termination, the effective date of termination shall be the date that is thirty (30) days after the date on which the written notice was given.
  - (3) Upon termination, accrued leave shall be paid as provided by law and the terms of this Agreement.
- B. Termination Without Cause. Metro may terminate this Agreement without cause and, at Metro's sole election may do so without prior notice to Employee. Upon termination of employment without cause, Employee shall receive severance pay and benefits in exchange for a signed release of any and all claims as follows:
- (1) Severance pay shall be guaranteed at three (3) months' salary. Severance pay shall be subject to usual and customary withholdings under applicable local, state, and federal taxes.
  - (2) Upon the effective date of termination, Employee shall be eligible for continued health insurance as established by law ("COBRA"), including any premiums subsidy currently in effect. Metro shall pay for the cost of said insurance to the level utilized by Employee at the time of termination until Employee has become employed in another position, with health coverage in effect, or for six (6) months, whichever is less.
  - (3) Employee shall receive payment for all accrued and unused vacation leave up to a maximum of 275 hours.
- C. Termination for "Cause." The Metro COO may terminate this Agreement for "cause" by giving Employee written notice of intent to terminate for "cause." The written notice shall set forth the reasons for termination constituting cause and provide an opportunity for Employee to respond. In the event that the Metro COO elects to terminate this Agreement for "cause," neither severance pay nor employer paid COBRA benefits shall be due to Employee. At any time prior to the effective date of a termination for cause, Metro may provide written notice withdrawing the notice of proposed termination for cause, and following such withdrawal may elect to terminate this Agreement pursuant to the provisions of Section 9B. "Cause" shall include one or more of the following:

- (1) Commission of any act specified as a basis for disciplinary action in the Metro Personnel Policies (as it may be amended from time to time), the nature of which would tend to bring discredit or embarrassment to Metro or the Council, as determined by the COO in her reasonable discretion.
  - (2) Violation of the Oregon Government Ethics and Practices Act.
  - (3) Violation of the Code of Ethics for Metro Officials. Metro Code Chapter 2.17.
10. **Non-Disclosure of Confidential Information.** To the extent allowable under Oregon public records law, Employee agrees that during employment and following separation, Employee shall not disclose confidential information obtained during the scope of employment at Metro.
11. **Termination Authority.** The Metro COO has the sole authority to terminate this Agreement on behalf of Metro. The Metro COO may terminate this Agreement in writing pursuant to any provision of Paragraph 9 of this Agreement.
12. **Disability or Death.**
  - A. If, as the result of any physical or mental disability, Employee shall have failed or is unable to perform his duties for more than twelve (12) consecutive weeks, the Metro COO may, by subsequent written notice to Employee, terminate his employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by Metro under this Agreement (other than accrued and unpaid salary and accrued benefits), subject to compliance with all applicable laws and regulations including the Americans With Disabilities Act.
  - B. The term of Employee's employment under this Agreement shall terminate upon his death. In the event of Employee's death, Metro shall provide payment of all accrued salary and benefits, but shall not furnish any of the benefits designated under Section 9B of this Agreement.
13. **Successorship.** This Agreement shall inure to and shall be binding upon Metro's successors, assigns, trustees, executors, and administrators.
14. **Modification.** This Agreement can only be modified by a written amendment, signed by Employee and the Council President. No oral or written statements, promises, or course of conduct shall serve to modify the Agreement in any way. No practices or customs which may arise between Employee and Metro shall modify this Agreement or affect its meaning in any way.

15. **Waiver.** Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' rights to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision itself or of any other provision.
16. **Construction.** This At-Will Employment Agreement is the final, entire agreement between the parties, shall be construed as having been drafted jointly by the parties, is intended to be a complete and final expression of the agreement between the parties, and shall supersede any and all prior discussions or agreements.
17. **Severability.** In the event that any court of competent jurisdiction determines that one or more portions of this Agreement are invalid or unlawful, the remaining portions shall remain in full force and effect.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Employee consents to the personal jurisdiction of the state and federal courts located in Multnomah County, Oregon for any action or proceeding arising from or relating to this Agreement.

**EXECUTED IN DUPLICATE** on \_\_\_\_\_ to be effective \_\_\_\_\_.

**EMPLOYEE**

**METRO**

\_\_\_\_\_  
Paul Slyman

\_\_\_\_\_  
Lynn Peterson  
Council President

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nathan A. S. Sykes  
Acting Metro Attorney