

EMPLOYMENT CONTRACT

This contract made in DUPLICATE this _____ day of _____, 2016.

BETWEEN:

THE CITY OF REGINA
(hereinafter referred to as "the City")

OF THE FIRST PART

- and -

CHRISTOPHER J. HOLDEN
of Regina, Saskatchewan
(hereinafter referred to as "the Employee")

OF THE SECOND PART

WHEREAS

- A. Section 84 of *The Cities Act* provides that every Council shall establish a position of administrative head of the city, that may be called City Commissioner or City Manager, and sets out the duties of that position;
- B. The Council of the City has established the position of City Manager by *The City Manager's Bylaw* being Bylaw No. 2003-70 of the City of Regina;
- C. Section 87 of *The Cities Act* provides for Council's appointment of a person to the position of manager and contemplates an employment contract;
- D. The Council of the City (hereinafter referred to as "Council") wishes to employ Christopher J. Holden (hereinafter referred to as "Employee") as its City Manager upon the terms and conditions set out below;
- E. The Employee has agreed to be employed as the Employee of the City upon such terms and conditions;
- F. The City acknowledges that the Employee has previous years of experience with the City as an Employee; and
- G. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, representations or warranties, negotiations and discussions, whether oral or written, between the parties with respect hereto.

NOW THEREFORE, the parties agree as follows:

EMPLOYMENT

1. (1) The City hereby employs Christopher J. Holden (hereinafter referred to as “the Employee”) who accepts employment as the Employee with the City of Regina, pursuant to the terms and conditions of this contract. The powers, duties, accountabilities and functions of the Employee shall be those provided for pursuant *The Cities Act*, in particular as contained in *The City Manager’s Bylaw*.
- (2) Before leaving the employment with the City, the Employee is required to report to Council any offers of employment or proposed activity outside the City which the Employee intends to accept that could place the Employee in a real, apparent or potential conflict of interest with their current responsibilities. The Employee must immediately disclose to Council the acceptance of any such offer.
- (3) In the event that the Employee terminates this Agreement prior to its expiry, the Council may, within their discretion, establish reasonable requirements limiting the Employee’s interaction with the City in any official capacity, on behalf of his new employer for up to one year. During any limitation period, as defined by Council, the Employee agrees to comply with any limitations, which may include, but not be limited to:
 - (a) having no formal contact with City administration, for a period of up to three months;
 - (b) directly or indirectly carrying on or being engaged in discussions that might compromise or be perceived to compromise his ongoing fiduciary duty to the City; and
 - (c) representing or formally advocating for any business that has regular business dealings with the City on matters involving the City, if it may create, or be perceived to create a conflict of interest.
- (4) Upon termination of employment, the Employee will have an ongoing fiduciary duty to the City. The Employee agrees that he will hold in confidence all confidential information obtained during their employment. This includes but is not limited to any information that is not publicly available concerning decision making, programs or policies of the City, business plans and financial information.
- (5) The Employee may apply to the Council for an exemption from the provisions of Article 1(3). To receive any exemption, the Employee is to provide sufficient information to assist Council in making a determination as to whether to grant the exemptions taking into consideration the following criteria:
 - (a) the circumstances under which the termination of his service occurred;
 - (b) the general employment prospects of the Employee;
 - (c) the significance of the information possessed by the Employee by virtue of his position in the City;
 - (d) the degree to which the new employer might gain unfair commercial or private advantage by hiring the Employee;

- (e) the authority and influence possessed by the Employee while with the City; and/or
- (f) any other consideration at the discretion of Council.

DUTIES

- 2. The Employee shall:
 - (a) inform himself of all duties pertaining to his position, as provided in *The Cities Act*, in particular as contained in *The City Manager's Bylaw*;
 - (b) faithfully serve the interests of the City to the best of his ability;
 - (c) act lawfully and ethically and promote the administration of the City according to law;
 - (d) refrain from any activity which would interfere with the discharge of those duties, and abide by any code of conduct or conflict of interest guidelines adopted by Council for City officials and general workplace policies and guidelines;
 - (e) respect the confidentiality of information concerning the business affairs of the City acquired in his capacity as Employee, except where disclosure is authorized by law, to promote open government or as otherwise necessary to perform his duties, and not use confidential information for personal gain or to the detriment or intended or probable detriment of the City. This obligation shall survive the end of the contract.

TERM OF OFFICE/ATTENDANCE

- 3.
 - (1) The Employee's term of employment shall be 5 years, commencing March 1, 2016 and concluding February 28, 2021, unless ended sooner or extended as provided by this contract.
 - (2) This contract shall **not** be automatically renewed and shall, unless the parties agree otherwise, expire on February 28, 2021 in which case the Employee shall not be entitled to any severance pay or other termination benefits.
 - (3) Should this contract not be renewed and provided the Employee works until the end of the term of the contract, the Employee shall be entitled to a completion bonus equal to the current value of six (6) months' salary, as provided in Article 6(1).
 - (4) Upon notice of non-renewal or expiry of the contract the parties agree that:
 - (a) no other notice under statute, common law, or Article 5 of this contract is required to end the employment relationship; and
 - (b) no further compensation, beyond the amounts remaining to be paid for pursuant to the terms of the contract, will be payable to the Employee.

- (5) This provision shall not be construed to limit Council's right to end this contract or dismiss the Employee in accordance with Article 5 of this contract.

RESIGNATION

4. The Employee may end this contract at any time by giving ninety (90) days' written notice of resignation to the City Clerk.

DISMISSAL

5.
 - (1) Council may end this contract as provided by section 87 of *The Cities Act* at any time for just cause without notice or payment in lieu of notice.
 - (2) In the event of dismissal other than for just cause, the Employee shall be entitled to severance pay as provided by this Article.
 - (3) The severance pay to which the Employee shall be entitled shall be calculated as follows:
 - (a) twelve months' salary, plus;
 - (b) one additional month's salary for each full year of service completed as City Manager,
 - (4) The total accumulated sum for pay in lieu of notice payable pursuant to clause (3) shall not exceed eighteen (18) months' salary.
 - (5) In this Article and Article 3(3), the calculation of salary shall include the current cost to the employer for its contribution for employee benefits, as provided for in Article 8.

SALARY

6.
 - (1) The Employee's salary shall be payable in bi-weekly instalments in the same manner as other Out of Scope employees of the City, starting at an annual salary of Two Hundred and Sixty Thousand Dollars (\$260,000).
 - (2) The Employee shall be entitled to any future annual general economic wage increases awarded to Out of Scope employees of the City, as approved by Council, commencing in 2017.
 - (3) The Employee will be eligible for participation in a variable pay performance based bonus system which may be amended from time to time. Determination of amount of, and eligibility for, variable pay is in the sole discretion of Council. This provision shall not be construed as a right or entitlement and may be rejected or modified by Council.

LEAVE BENEFITS

7. The Employee shall be eligible for the following paid leave:
 - (a) six (6) weeks earned annual vacation in accordance with Out of Scope policies and guidelines;
 - (b) twelve (12) additional days' annual leave in lieu of overtime consistent with the OOS Guidelines;
 - (c) any other leave to which other Out of Scope staff are entitled, including compassionate, parental and bereavement leave, and earned sick leave.

BENEFIT PLANS & ALLOWANCES

8.
 - (1) The Employee shall be eligible and participate in the plans provided to and in the same manner as other Out of Scope employees of the City, including for death and disability insurance, workers' compensation supplement, group insurance, extended health coverage, dental insurance and pension. The Employee shall be eligible for any other allowances as may be permitted by the City's policies/guidelines for Out of Scope employees as amended from time to time.
 - (2) If the annual salary, as provided by Article 6(1), is in excess of the Maximum Pensionable Earnings as established in *The Income Tax Act*, the Employee is eligible for the Supplementary Pension Payment, as outlined in the Supplementary Pension Payment Policy.
 - (3) As this Employee has service as a City of Regina Employee prior to January 1, 2002, upon termination of this contract for any reason other than dismissal for just cause, if the Employee has at least thirty (30) or more days of sick leave credit, shall be paid at their 2016 Director of Communications rate of pay for fifty percent (50%) of their accumulated sick leave credit to a maximum of seventy-eight (78) days.
 - (4) Upon completion of this contract the employee will receive a vacation payout. The first three weeks of the payout will be paid at their 2016 Director of Communications rate of pay.

CAR ALLOWANCE

9. In accordance with the Out of Scope Vehicle Allowance Policy, which may be amended from time to time, the Employee shall be entitled to receive an allowance of Two Hundred and Fifty Dollars (\$250) bi-weekly in recognition of his required use of a personal vehicle to fulfill his duties as an Employee.

PROFESSIONAL DEVELOPMENT

10. The City will support the continued professional development of the Employee, including:
 - (a) payment of professional fees associated with the maintenance of professional designations and all appropriate memberships including payment of membership in the International City Managers' Association (ICMA) and the Canadian Association of Municipal Administrators (CAMA).

- (b) reasonable expenditures within the annual budget allocation for continuing education and attendance at professional conferences.

PERFORMANCE EVALUATION

- 11. The Employee's performance shall be subject to annual review by Executive Committee or other such committee as may be appointed by Council in an annual performance appraisal, which will include a written summary provided to the Employee.

AMENDMENT

- 12. This contract constitutes all of the terms and conditions of employment of the Employee. This contract constitutes the full agreement between the City of Regina and the Employee and no change may be made except by written agreement of the parties. No breach of this contract shall be construed or operate as a waiver of any subsequent breach.

GOVERNING LAW

- 13. This employment contract shall be interpreted according to the laws of the Province of Saskatchewan and be subject to the jurisdiction of the courts of the Judicial District of Regina in the event of any dispute.

EXECUTION BY PARTIES

I, CHRISTOPHER J. HOLDEN accept and agree to the terms and conditions of this contract this _____ day of _____, 2016. I also confirm that I have been advised and afforded an opportunity to obtain independent legal and financial advice about this contract and do not rely on any statement outside of this contract.

Witness

CHRISTOPHER J. HOLDEN

CITY OF REGINA

Jim Nicol, City Clerk