

BYLAW NO. 2020-63

THE CITY MANAGER CONTRACT EXECUTION
AND ADMINISTRATION BYLAW, 2020

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

- 1 The purpose of this Bylaw is to authorize the execution of an employment contract extending the employment of Christopher J. Holden as City Manager.
- 2 The authority for this Bylaw is sections 6, 8(1)(a), 84, 87 and 101(1)(q) of *The Cities Act*.
- 3 The City Clerk of the City of Regina is authorized to enter into and execute under seal the attached Employment Contract marked "X" between the City of Regina and Christopher J. Holden as City Manager.
- 4 (1) The City Clerk is authorized to administer the Employment Contract, in consultation with the City Solicitor and the Executive Director, Financial Strategy & Sustainability of the City, to provide for the discharge of all obligations on the part of the City.
- (2) The City Clerk shall place the matter of the City Manager's annual performance evaluation on the first meeting of Executive Committee, or such other committee as Council may direct, in June of each year and make any necessary arrangement for the Committee's conduct of the evaluation.
- 5 This Bylaw comes into force on the day of passage.

READ A FIRST TIME THIS 30th DAY OF September 2020.

READ A SECOND TIME THIS 30th DAY OF September 2020.

READ A THIRD TIME AND PASSED THIS 30th DAY OF September 2020.

Mayor

City Clerk (SEAL)

CERTIFIED A TRUE COPY

City Clerk

Approved as to form this _____ day of _____, 20____.

City Solicitor

“X”

EMPLOYMENT CONTRACT

This contract made in DUPLICATE this ____ day of _____ 2020.

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 “the Employee”)

OF THE SECOND PART

WHEREAS 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; and

WHEREAS 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; and

WHEREAS Section 87 of *The Cities Act* provides for Council’s appointment of a person to the position of manager and contemplates an employment contract; and

WHEREAS the Council of the City wishes to extend the employment contract of Christopher J. Holden (hereinafter referred to as “the City Manager”);

NOW THEREFORE, the parties agree to the following terms and conditions of employment of the City Manager:

EMPLOYMENT

1. The City hereby extends the employment contract of Christopher J. Holden as City Manager of Regina pursuant to the terms and conditions of this contract. The powers, duties, accountabilities and functions of the City Manager shall be those provided for pursuant to *The Cities Act*, in particular as contained in *The City Manager’s Bylaw*.

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 3 years, commencing March 1, 2021 and concluding February 29, 2024, 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 29, 2024 in which case the Employee shall not be entitled to any severance pay or other termination benefits.
- (3) Should this contract not be renewed or the Employee ceases employment prior to the end of the term of the contract, the Employee shall be entitled to a retention payment equal to the current value of six (6) months' salary, as provided in Article 6(1), in accordance with the employment contract of March 1, 2016.
- (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 the term 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, at an annual salary of Two Hundred and Ninety Thousand Dollars (\$290,000), retroactive to January 1, 2020.
 - (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.

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 the 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, the employee will be eligible for a payout of accumulated sick leave as per the Out of Scope Guidelines.

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 by 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 _____, 2020. 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

ABSTRACT

BYLAW NO. 2020-63

THE CITY MANAGER CONTRACT EXECUTION AND ADMINISTRATION BYLAW, 2020

PURPOSE:	This Bylaw is to authorize the execution of an employment contract extending the employment of Christopher J. Holden as City Manager.
ABSTRACT:	Council will be extending the employment contract of Mr. Holden as City Manager effective March 1, 2021 for a three-year term. This Bylaw authorizes execution of an employment agreement setting out the terms and conditions of employment. The Bylaw also provides for the City Clerk to administer the Contract, in consultation with the City Solicitor and the Executive Director, Financial Strategy & Sustainability, including arranging for an annual review.
STATUTORY AUTHORITY:	Sections 6, 8(1)(a), 84, 87 and 101(1)(q) of <i>The Cities Act</i> .
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	N/A
PUBLIC NOTICE:	N/A
REFERENCE:	City Council, September 30, 2020
AMENDS/REPEALS:	N/A
CLASSIFICATION:	Administrative/Execution
INITIATING DIVISION:	Office of the City Clerk
INITIATING DEPARTMENT:	Office of the City Clerk