



June 18, 2012

Your Request File No. 06-12-01

Via: thaparquesnel@gmail.com

Dear Mr. Sushil Thapar:

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am enclosing all responsive records I have located further to your request dated May 23, 2012 for:

1. Severed Employment Contract for Mr. Johnson; and
2. Severed In-Camera Meeting Minutes of May 28, 2012.

In several of these records, I have severed (white out) some information which is excepted from disclosure under the following Sections of the Act:

- 12(3)(b) – the substance of deliberations of a meeting of its elected officials or of its governing body or a committee of its governing body, if an Act or a regulation under this Act authorizes the folding of that meeting in the absence of the public.
- 22(1) – the head of a public body must refuse to disclose personal information to an applicant if the disclosure would be an unreasonable invasion of a third party's personal privacy.
- 22(3)(d) – the personal information relates to employment, occupational or educational history.

Under Section 52 of the Act you may ask the Information and Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 days from the date you receive this notice to request a review by writing to:

Office of the Information and Privacy Commissioner
P.O. Box 9038, Stn. Prov. Govt.
Victoria, B.C. V8W 9A4
Telephone: 250.387.5629 Fax: 250.387.1696

If you request a review, please provide the Commissioner's office with:

1. The request number assigned to your request (06-12-01).
2. A copy of this letter;
3. A copy of your original request for information;
4. Detailed reasons or grounds on which you are seeking the review.



Under Section 75 of the Act the City may require an applicant who makes a request under Section 5 to pay to the public body fees for processing your request; in this case, there are no fees charged.

Please contact the undersigned to discuss any concerns or questions you may have at 250.991.7458.

Sincerely,

Kari Bolton
Head of FOIPPA

KB/gla

Encls: Severed Employment Contract for Mr. Byron Johnson
Severed In-Camera Minutes of May 28, 2012

22(3)(d)

1-17-80-12 MOVED _____, Seconded _____ and resolved:
THAT additional compensation for Acting Co-City Managers Kari Bolton and
Ken Coombs be backdated to April 23, 2012 in the amount of \$200.00 per week. 12(3)(b)

CARRIED

5. REVIEW OF OATH

No report – discussion only.

6. RECESS

1-17-81-12 MOVED _____, Seconded _____ and resolved:
THAT the In-Camera meeting of May 28, 2012 be recessed at 6:55 p.m. and then
reconvene once the Regular Meeting of Council has been adjourned. 12(3)(b)

CARRIED

7. RECONVENE

1-17-82-12 MOVED _____, Seconded _____ and resolved:
THAT the In-Camera meeting of May 28, 2012 reconvene at 8:23 p.m. 12(3)(b)

CARRIED

8. CITY MANAGER INTERVIEW

1-17-83-12 MOVED _____, Seconded _____ and resolved:
THAT Acting Co-City Managers Bolton and Coombs to hire Byron Johnson as
the Corporate Administrator for the City of Quesnel and to proceed with
negotiations of the employment contract. 12(3)(b)

CARRIED

9. OTHER BUSINESS

None to discuss or report.

CITY OF QUESNEL
EMPLOYMENT CONTRACT

This agreement is dated for reference the 5th day of June, 2012.

BETWEEN:

CITY OF QUESNEL, 410 Kinchant Street, Quesnel, British Columbia, V2J 7J5
(the "City")

AND:

BYRON JOHNSON,
(the "Employee")

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This Agreement is evidence that in consideration of the promises exchanged below, the City and the Employee agree as follows:

Employment Position

1. The City hereby employs the Employee as the City Manager (the "Employment Position") on the terms and conditions set out in this Agreement.

Employment Obligations

2. The Employee shall diligently and faithfully perform those duties and obligations:
 - a) set out in sections 147 and 148 of the *Community Charter* regarding the corporate administration of the City;
 - b) set out in the job description attached as Schedule "A" to this Agreement;
 - c) contained in the City's bylaws and resolutions, as amended from time to time;
 - d) prescribed by any other enactment from time to time; and
 - e) that the Employee is directed to perform by the City's Council from time to time. (the "Employment Obligations").
3. The Employee shall at all times diligently, competently and effectively perform the Employment Obligations and, without limiting the generality of the foregoing, the Employee must:

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- a) obey and observe all lawful orders and directives, whether verbal or written, of the City;
 - b) obey and observe all administrative rules and regulations, and any other rules and regulations, now in force or from time to time promulgated by the City and governing the operation of the City's undertaking or the duties of the Employee;
 - c) except as required by law, either during the Employee's employment with the City or at any time thereafter, not divulge or disclose any secret or confidential information, or any information which, in good faith and in good conscience, ought not to be disclosed, which the Employee receives or becomes aware of in the course of the Employee's employment and which relates to the City, the City's operations or undertaking or to other employees of the City or any other persons with whom the City has any dealings;
 - d) cooperate fully with Council members, City officers and other City employees and members of the public;
 - e) not promote disharmony or discontent among other employees of the City; and
 - f) generally do everything in the Employee's power to advance the interests of the City.
4. The restriction set out in section 3(c) shall survive the termination of this Agreement.

Term

5. This Agreement is for a fixed term of five (5) years commencing on August 1, 2012 and concluding on July 31, 2017 (the "Expiration Date"), subject to earlier termination in accordance with the provisions herein.
6. The Employee agrees that his service with the City for all purposes commences as of August 1, 2012.
7. The Employee expressly acknowledges and agrees that the employment under Section 5 includes an initial six (6) month probationary period (the "Probationary Period") commencing on August 1, 2012 and ending on January 31, 2013 in order to assess the Employee's suitability for the Employment Position. The City may terminate the Employee during the Probationary Period in accordance with the *Community Charter* by providing the Employee with six months' written notice or pay in lieu of notice. The Employee agrees that if his employment is terminated under this section, he is not entitled to any further notice, pay in lieu of notice, or remuneration of any kind and further that he is subject to a duty to mitigate as set out in more detail in section 40.

22(1)

8. If the Employer does not wish to renew this Agreement, it must, prior to the Expiration Date, provide the Employee with notice of its intention not to renew the Agreement. The length of such notice shall be no less than the length of notice that would be provided under Section 36(a) of this Agreement. If the City elects not to renew this Agreement pursuant to this section, the Employee expressly acknowledges and agrees that this Agreement will expire on the Expiration Date and the City will have no obligation to provide severance pay or further notice to the Employee.
9. The Employer may, instead of providing notice under section 8, elect to pay the Employee a lump sum of salary equivalent to the notice to be provided under section 8.
10. If the City offers to extend this Agreement, the Employee must give the City written notice of acceptance or refusal within thirty (30) days of receiving notice from the City under section 8.

Remuneration

11. The City agrees to pay the Employee an annual salary of \$140,000.00 (the "Salary"), plus any employment benefits to which the Employee is entitled as provided in this Agreement as full compensation for all hours worked. The Salary will be increased to \$145,000.00 on February 1, 2013 and to \$150,000.00 on August 1, 2013, dependent on successful performance as assessed by City Council in its sole discretion.
12. Any further increase to the Salary shall be at the sole discretion of the City Council.
13. In addition to the Salary, the City shall pay to the Employee a one-time lump sum signing bonus in the amount of \$10,000.00, upon execution of this Agreement.
14. The City shall provide the Employee with a moving allowance of up to \$10,000.00, upon submission of receipts for reasonable moving expenses (the "Moving Allowance").
15. If the Employee leaves the Employment Position or his employment is terminated by the City prior to August 1, 2014, the Employee will be required to pay back the Moving Allowance to the City.
16. The City agrees to provide a relocation loan in the amount of \$50,000.00, payable with interest set at bank prime in accordance with a relocation loan agreement to be signed by the Employee attached as Schedule "B" to this Agreement.

Benefits

17. The Employee is entitled and obligated to participate in all standard benefit plans prescribed from time to time for the City's officers and other management employees, a summary of which (current to the date on which this Agreement is executed) is attached

22(i)

as Schedule "C" to this Agreement. The liability of the City under any benefit plan is limited to the premiums or portions of premiums related to the provision of benefit plans and the City is not the insurer if any plan carrier denies the Employee coverage or for some other reason coverage is not extended to the Employee.

18. If the Employee is required to do so under the Public Sector Pension Plans Act, the Employee must contribute to the Municipal Pension Plan established and maintained under that Act such amounts as are required from time to time under that Act.
19. The Employee authorizes the City to convey all necessary personal information for the Employee's participation in any benefit plan or in any other benefit arrangement provided for in this Agreement.
20. The Employee authorizes the City to make all necessary payroll deductions required by law to be made by the City, including Canada Pension Plan payments, employment insurance premiums, income tax deductions and Municipal Pension Plan contributions and any payments, premiums or contributions required to be made or paid by the Employee under any of the benefit plans or policies of which the Employee will receive the benefit.

Continuing Education and Associations

21. At the expense of the City, the Employee:
 - a) may attend such professional development courses and seminars as are approved by the City's Council; and
 - b) shall attend such professional development courses and seminars as the Employee is directed to attend by the City's Council.
22. The City shall pay the membership fees for the Employee to enroll in professional associations that the City's Council considers relevant to the Employment Position.

Performance Review

23. The City's Council shall perform an annual review with respect to the Employee's performance in the Employment Position, which review must occur on or before December 15th each year. The Employee is entitled to receive copies of any written forms or reports related to the review and is further entitled to submit written comments on those forms or reports to the City's Council for its consideration.

Vacation

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24. The Employee is entitled to five (5) week's annual vacation (the "Annual Vacation"). The vacation year is from January 1 to December 31 each year (pro-rated for the first year).
25. In addition to the Annual Vacation, the Employee shall receive one (1) week of paid leave during each year of employment with the City in recognition of the hours required to properly perform the Employment Obligations (the "Additional Leave").
26. If the Employee has unused Annual Vacation or Additional Leave remaining at the end of a calendar year, the Employee may:
 - a) carry forward up to five (5) days per year; or
 - b) be paid out the value of up to five (5) days per year;and any further unused days shall be archived and paid out to the Employee upon termination of this Agreement at the Salary rate at which they were earned.
27. City Council may in its sole discretion approve additional carry forward or payout of unused Annual Vacation or Additional Leave in exceptional circumstances.
28. The Employee's Annual Vacation and Additional Leave entitlement accrues in equal proportions during the course of each year of the Employee's employment.
29. If the Employee's employment is terminated by the City or by the Employee, the Employee shall reimburse the City for any Annual Vacation or Additional Leave taken in excess of the proportion accrued at the date of termination.

Other Leaves of Absence

30. The Employee is entitled to up to three (3) days per year of paid leave to care for a sick child or spouse when no other person can provide for that person's needs.
31. The Employee is entitled to up to three (3) days per year of paid leave in the event of the death of an immediate or extended family member or a member of the Employee's spouse's family. If the Employee must travel during this bereavement leave, the Employee is entitled to up to an additional two (2) days per year of paid leave.
32. The Employee is entitled to paid leave on all statutory holidays celebrated in British Columbia.
33. The Employee is entitled to parental leave in accordance with the *Employment Standards Act*.
34. If the Employee is:

22(1)

- a) on an unpaid leave of absence exceeding four (4) weeks; or
- b) on a paid leave of absence due to illness or disability exceeding six (6) months,

the City will maintain the Employee's enrolment in the health and welfare plans under this Agreement (provided that the carrier or provider so permits) if the Employee pays to the City, in advance, 100% of the monthly costs of those plans.

Termination

35. The City may terminate the Employee's employment without just cause, in accordance with the provisions of the *Community Charter* by:

- a) providing the Employee with a minimum of three (3) months' written notice of termination plus one (1) month's written notice of termination per year of continuous service thereafter to a maximum of twelve (12) months' written notice; or
- b) providing the Employee with severance pay in an amount equivalent to the notice provided in section 35(a), which may, at the election of the City, be paid in a lump sum or in the form of periodic payments; or
- c) providing a combination of notice and severance pay that is equivalent to the amount of notice required to be provided in section 35(a).

36. For the purpose of sections 35(b) and (c), "severance pay" means the Employee's regular Salary less statutory deductions. The Employee shall also be entitled to payment of 20% of the Salary in lieu of all benefits and pension contributions unless the Employee's benefits and pension contributions are continued by the City during the period referred to in section 35, but the Employee expressly agrees that he shall only be entitled to continuation of benefits or pension if permitted by the plan carrier or provider.

37. The City may terminate the Employee's employment for just cause in accordance with the provisions of the *Community Charter* and without notice or pay in lieu of notice.

38. The Employee may terminate the Employee's employment by providing the City with at least two (2) months' written notice of termination.

39. The Employee and the City agree that the amounts referred to in section 35 consist of all the remuneration to which the Employee is entitled upon termination of employment without just cause.

40. The Employee shall mitigate the Employee's losses by seeking alternate and comparable employment. The City may deduct any earnings of the Employee during the period

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referred to in sections 7, 9 and 35 of this Agreement, as the case may be, from any amount paid or to be paid by the City to the Employee.

Devoting Full Time to Duty

41. The Employee shall devote all of the Employee's time and attention to the performance of the Employment Obligations under this Agreement, in that the Employee shall devote that amount of time and attention normally expected of someone in the Employment Position with an entity such as the City. The Employee shall not engage in any other employment, business or other activity for remuneration or with a view to a gain during the term of this Agreement without the prior written consent of the City's Council. The City agrees that the Employee can operate a farming business and continue to own rental housing stock as long as such activities do not conflict with the Employment Obligations.
42. The Employee agrees that the restrictions contained in section 41 are reasonable in view of the importance of the Employment Position to the City and the need for assurances that the Employee will devote the appropriate amount of time and effort to discharging the Employment Obligations.

Assignment

43. Neither the Employee nor the City may assign this Agreement in whole or in part.

Entire Agreement

44. This Agreement constitutes the entire agreement between the City and the Employee and this Agreement supersedes all earlier agreements, understandings, representations, communications, and warranties with respect to the Employee's employment by the City.

Compliance with Policies and Procedures

45. The City may issue policies and procedures governing City employees as the City considers necessary or desirable and the Employee shall comply with and implement those policies and procedures unless they expressly contradict the terms of this Agreement, in which case the terms of this Agreement prevail.

Severance

46. If any term of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that term shall be severed from the rest of this Agreement and the rest of this Agreement shall remain in full force and effect.

Waiver

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47. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

Time of Essence

48. Time is of the essence of this Agreement.

Independent Advice

49. The Employee acknowledges and agrees that the City has recommended that the Employee seek legal and accounting advice regarding the content and effect of this Agreement. The Employee also acknowledges and agrees that the Employee has read this Agreement carefully and has commented on it before signing it.

As evidence of their agreement to be bound by this Agreement, the City and the Employee each have executed and delivered this Agreement, as both a deed under seal and a contract, effective from and after the reference date set out on page one of this Agreement:

The Corporate Seal of the)
CITY OF QUESNEL was hereunto)
affixed in the presence of:)

C/S

A horizontal line with a vertical line extending downwards from its right end, forming an L-shape, likely representing a signature or initials.

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CITY OF QUESNEL
Schedule 'A'

JOB DESCRIPTION

Job Title: City Manager
Department: Corporate Services
Classification: Exempt
Effective Date: August 2010

GENERAL ACCOUNTABILITY

Reporting to the Mayor and City Council, the City Manager is responsible for the overall management of the administrative operations of the municipality, ensures that the policies and directions of Council are implemented, and advises and informs Council on the operations and affairs of the municipality. The responsibilities of the City Manager can be further summarized as follows: a) program implementation by allocating resources to schedule and deliver internal and external services; b) management functions to establish and maintain systems and processes required for organizational effectiveness and efficiency; and c) political and technical advice to the local government.

KEY RESPONSIBILITIES

Positions reporting directly to the City Manager

- Director of Finance, responsible for finance, purchasing, information technology, corporate services and currently responsible for Development Services
- Director of Public Works, responsible for transportation, utilities, parks and solid waste, fleet and public services
- General Manager, Community Services, responsible for communications, recreation services, museum and facility management
- Director of Emergency Services, responsible for volunteer Fire Dept and Emergency Planning
- Human Resource Advisor
- Deputy Corporate Administrator
- City Planner (Union position)

The position also maintains close contact with the RCMP Staff Sgt. who is responsible for Community Police Coordinator and bylaw

POSITION DUTIES AND TASKS

The following exemplifies the type and level of accountability held by this position. The incumbent may delegate responsibility for the performance of related work without diminishing accountability for the results:

- As City Manager, provides overall direction to all employees, and is accountable for their recruitment, training, performance, discipline, termination (except where otherwise stipulated under the *Community Charter*), and for the maintenance of safe work practices.
- Ensures staff compliance with existing Council and Administrative Policies and Guidelines and coordinates the ongoing review of the organization's effectiveness with Council and staff.
- Assists Council in the preparation and approval of the Corporate Strategic Plan and prepares, in conjunction with division heads, a Corporate Business Plan for submission to Council, including the coordination of an ongoing process to establish and monitor organization priorities.
- Based on the overall Strategic Plan and Corporate Business Plan, prepares annual operating and capital budgets in conjunction with division heads, submits to Council for approval, and revises expenditures in accordance with budget and Council policies to ensure proper control of financial resources as per Council's direction.
- Recommends to Council the development and maintenance of policies and procedures for the City and ensures adherence to existing policies and legislation, and advises Council of liability exposure on policy matters.
- Key liaison between City and local First Nation Bands;
- Working with the City Planner, provides leadership and mentoring on issues such as zoning, OCP and Development Permits;
- Recommends new or amended municipal standards and bylaws to Council.
- Coordinates the Agenda preparation process by directing Corporate Services staff, approving reports and selecting items for discussion by Council.
- Reviews Council meeting agendas with the Mayor and meets regularly with the Mayor to discuss operative and other items of interest.
- Attends Council and Committees of Council to provide advice and recommendations on a wide variety of matters affecting the City.
- Meets with and lobbies all levels of government on behalf of the City. Establishes, promotes and maintains communication with a wide variety of contacts such as business and citizens groups, developers, consultants and the public. Meets with other regional managers/administrators to exchange information and promote cooperation.
- Coordinates an ongoing and targeted liaison program and acts as primary liaison with the senior staff of other organizations.
- Directs and may act as chief spokesman in negotiations of all significant contracts and agreements with the City, including construction and development of programs, land matters, purchase of material and capital items. Acts as chief liaison with labour negotiations and may participate in such negotiations.

QUALIFICATIONS

Education and Experience:

Bachelor's degree or higher in relevant discipline (eg public administration, business administration, politics, law)

Minimum 5 years experience at senior level within municipal or local government preferred.
Experience with Planning and Development

A combination of education and experience at senior level in government or private sector will be considered.

Knowledge:

Knowledge of Community Charter

Knowledge of provincial legislation (eg Freedom of Information, property laws, employment law)

Knowledge of municipal services and their delivery to taxpayers

Skills and Abilities:

Strategic management skills (vision, creative, innovative and facilities change)

Team development skills – must promote cooperation and build consensus, inspire and motivate others

Excellent interpersonal, verbal and written communication skills

Developed negotiation and presentation skills

Organizational and problem solving skills – must be able to provide innovative solutions which will create win-win solutions for competing interests, and meet deadlines

Must be willing and able to mentor junior level staff

Conflict management skills

The incumbent must be willing to work flexible hours, attend frequent evening and occasional weekend meetings

SCHEDULE 'C'

Health and Welfare Benefits

- 1.1 The City will pay 100% of the premium cost for the following benefits:

1.1.1 Medical Plan

Medical coverage, including coverage for immediate family members, shall be provided by the City through the Medical Services Plan of BC to the Employee, to be effective upon commencement of employment, or as permitted by Medical Services Plan regulations. "Immediate family members" shall mean the incumbent's spouse and dependent children.

1.1.2 Extended Health Benefits

Extended Health Benefits, including coverage for immediate family members, shall be provided by the City, to be effective the first day following appointment. Extended Health Benefits shall be paid under an 80 percent co-insurance program, with a once per year \$25 deductible to be paid by the Employee. There is no limit to the amount of the total benefit paid by the City.

Among other benefits, the Extended Health program shall include a Vision Care Plan covering the full purchase cost of corrective lenses, frames or contacts to a maximum payable amount of \$400 per person covered, over each two-year period.

1.1.3 Dental Plan

A Dental Care Plan shall be provided by the City to become effective the first day following appointment. The Dental Care Plan coverage is to include the employee and his or her immediate family members. The coverage is as follows:

- (i) PLAN "A" Basic Restoration Preventative Services - 100 percent reimbursement to an unlimited maximum.
- (ii) PLAN "B" Prosthetic Appliances and Crown and Bridge Procedures - 80 percent reimbursement to an unlimited maximum.
- (iii) PLAN "C" Orthodontics - 100 percent reimbursement for children only to a maximum of \$5,000 per child.

1.1.4 Group Life Insurance

Group Life Insurance shall be provided by the City in an amount equal to 2.0 times the annual salary, to a maximum of \$200,000 (whichever is greater), to be effective the first day of commencement of employment.

1.1.5 Accidental Death and Dismemberment

AD & D coverage shall be provided by the City in an amount equal to 2.0 times the annual salary, to a maximum of \$200,000, to be effective the first day following commencement of employment.

1.1.6 Employee Assistance Program

The city recognizes that a wide range of problems can adversely affect an Employee's performance and the City will endeavor to assist an Employee through a formal Employee Assistance Program.

1.1.7 Short Term Sick Leave

The City shall provide a sick leave plan which provides for continuity of salary until the Long Term Disability Plan would take effect, that is, after 26 weeks of continuous disability.

1.2 The Employee will pay 100% of the premium cost for the following benefits.

1.2.1 Long Term Disability

Long Term Disability will provide long term compensation protection after 26 weeks of continuous disability until retirement, at an amount equal to 68.5% of the first \$2,500 and 50% of the balance to a maximum of \$4,150 per month, payable until age 65 or retirement. All premiums will be employee paid.

Schedule "B"

Promissory Note for \$50,000.00

FOR VALUE RECEIVED, the undersigned, BYRON JOHNSON ("Borrower"), of 6597 Price Road, Quesnel, British Columbia hereby promises to pay to the order of CITY OF QUESNEL ("Lender"), of 410 Kinchant Street, Quesnel, British Columbia, the principal sum of FIFTY THOUSAND DOLLARS (\$50,000.00) in lawful money of Canada, and to pay interest thereon at the prime rate of the _____ Bank, per annum, payable before and after maturity as well as before and after default until the principal sum together with all accrued interest thereon is repaid in full, calculated semi-annually not in advance from the the 15th day of June, 2012, and payable no later than the earlier of:

- a) immediately upon the sale by the Borrower of the lands and premises location at 2928 Piva Road, Pinantan Lake, British Columbia, V0E 3E1 (the "Property"); or
- b) if the Borrower has not sold the Property by August 1, 2013, the amount will be payable immediately by way of payroll deductions, in equal installments, over two years.

In the event the Borrower shall leave the employ of the Lender:

- a) Of his own choice, for any reason whatsoever, then the principal balance and accrued interest secured under this Note shall become immediately due and payable.
- b) Of the Lender's choice, for any reason whatsoever, then the principal balance and accrued interest thereon secured under this Note shall be due and payable no later than August 1, 2013.

The Borrower hereby agrees that the repayment of the principal balance and accrued interest secured under this Note is a credit obligation and the Borrower hereby authorizes the Lender to deduct the repayment from the Borrower's wages, including but not limited to the Borrower's final wages, and the Borrower further agrees that this article is a valid assignment of wages for the purposes of the *B.C. Employment Standards Act* as it may exist and be amended from time to time.

The Borrower may at any time and from time to time prepay the whole or any part of the principal then outstanding and interest to the date of such payment without notice or bonus.

This note shall be governed and construed according to the laws of the Province of British Columbia.

Dated for signing the 5th day of June, 2012.

Signed, sealed, and delivered in the presence of:

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