

Restricted in-camera

Contract was executed November 1, 2021.
Rise and report on staff report included on
open Board minutes for October 26, 2021

DATE: October 12, 2021

FILE: 2685-01

TO: Directors
Regional District Board

FROM: Jesse Ketler
Chair

RE: Employment Contract – Chief Administrative Officer

Purpose

Following up on the September 21, 2021 meeting of the Board, attached is a draft employment agreement that has been reviewed and supported by Russell Dyson.

Recommendations from the Chair:

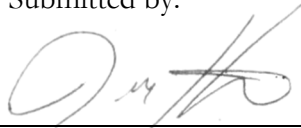
1. THAT the Chair and Corporate Officer be authorized to execute the employment agreement with Russell Dyson, for the position of Chief Administrative Officer, as attached to this report dated October 12, 2021 as Appendix A.
2. THAT the board rise and report on the employment agreement with Russell Dyson, for the position of Chief Administrative Officer, as attached to this report dated October 12, 2021 as Appendix A, following full execution of the agreement.

Executive Summary

- The board reviewed and agreed to the terms and conditions of an employment agreement with Russell Dyson for the position of Chief Administrative Officer at the September 21, 2021 board meeting.
- Following the September 21, 2021 meeting, the Chair met with Russell Dyson and through discussions arrived at the attached agreement.

This report is being considered in restricted in camera as per section 90 of the Community Charter being 90(1)(c) labour relations or other employee relations.

Submitted by:



Jesse Ketler
Chair

Enclosure: Appendix A - Employment Agreement - Chief Administrative Officer

EMPLOYMENT AGREEMENT

This agreement made this day of , 2021

BETWEEN:

COMOX VALLEY REGIONAL DISTRICT

770 Harmston Ave
Courtenay BC V9N 0G8

(the "CVRD")

AND:

RUSSELL W.B. DYSON

PO Box 20036
Courtenay Downtown Post Office
Courtenay BC V9N 0A7

(the "Employee")

This agreement is evidence that in consideration of the promises exchanged below, the CVRD and the Employee agree with each other as follows:

1. The CVRD hereby continues to employ the Employee as Chief Administrative Officer ("the Position") for the CVRD. Upon entering this contract, any contracts previously agreed to by the parties are deemed to be void.
2. The Employee shall diligently, faithfully and competently perform the duties and responsibilities as set out in the Position description attached to this Agreement as Schedule "A", as assigned to the Employee from time to time by the CVRD Board, and as prescribed by statute, bylaw or other enactment or policy.
3. The Employee shall devote all of his working time to the performance of the Position and shall not engage in or become connected, either directly or indirectly, with any other business or undertaking that in any way conflicts with the Employee's duties.
4. In addition to the duties and responsibilities set out in Schedule "A", the Employee shall:
 - a) Except as required by law, either during the Employee's employment with the CVRD, or at any time thereafter, not divulge or disclose any secret or confidential information;
 - b) cooperate fully with Board members, CVRD officers and other CVRD employees and members of the public;
 - c) not promote disharmony or discontent among other employees of the CVRD; and
 - d) generally do everything in the Employee's power to advance the interests of the CVRD and not embarrass or discredit the CVRD in any way.
5. The CVRD shall pay the Employee an annual salary as follows, payable on a biweekly basis, in addition to any employment benefits to which the Employee is entitled under this Agreement:
 - a) January 1, 2022, annual salary of \$205,542.68
 - b) January 1, 2023, annual salary of \$210,681.25
 - c) January 1, 2024, annual salary of \$215,948.28

6. Except as otherwise set out in this Agreement, the parties shall review the Employee's salary periodically in consideration of market comparisons and any increases to such salary shall be at the sole discretion of the Board of the CVRD.
7. The Chair of the Board of the CVRD and the Employee shall prepare an annual performance development plan for the Employee. The Board shall undertake an annual review of the Employee's progress relating to the annual performance development plan. The Board and Employee shall complete the annual performance development plan and performance review in accordance with CVRD policy or by a process designed by the parties.
8. The Employee shall be obligated to participate in the benefit plans provided by the CVRD to its senior management staff.
9. The liability of the CVRD under any benefit plan is limited to the premiums and portions of premiums related to the provision of benefit plans and the CVRD is not the insurer if any plan carrier denies coverage or for some other reasons coverage is not extended.
10. 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 and regulations.
11. The Employee authorizes the CVRD to make all necessary payroll deductions and to convey all necessary personnel information for the Employee's participation in any benefit plan or in any other benefit arrangement provided for in this Agreement. During any absence by the Employee on sick leave, long term disability or vacation, the Employee is to continue to participate in all benefit plans in accordance with the prevailing CVRD policies.
12. The Employee authorizes the CVRD to deduct from the Employee's salary all deductions required by law to be made by the CVRD, including but not limited to 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.
13. The Employee will be entitled to sick leave in accordance with the policies of the CVRD, as amended from time to time.
14. The CVRD shall reimburse the Employee for all disbursements reasonably and directly incurred in the discharge of the Employee's duties under this Agreement in accordance with the applicable CVRD policy.
15. The CVRD shall pay a vehicle allowance to the Employee of \$500.00 per month and such allowance is a taxable benefit.
16. At the expense of the CVRD, the Employee:
 - a) may attend relevant professional development courses and seminars, so long as the cost of such attendance is within the professional development budget approved by the Board of the CVRD; and
 - b) must attend such professional development courses and seminars as the Employee is directed to attend by the Board of the CVRD.

Employment Agreement

17. The Employee shall be entitled to an annual paid vacation of 30 days in each full year (or prorated portion thereof) of employment with the CVRD to be taken at a time mutually acceptable to the Employee and the Board of the CVRD. The Employee is expected to take annual vacation in the year it was earned. If the Employee is unable to take the annual vacation, the Employee may at his option either:
 - a) bank up to a total of twenty (20) days of vacation unless the Employee obtains the express approval of the Board of the CVRD to bank a further amount of unused vacation; or
 - b) receive a payout for any unused vacation at the end of each applicable calendar year at the Employee's then current rate of pay.
18. In addition to the annual vacation set out in section 17, the Employee shall be entitled to 12 days additional paid leave per year in recognition of the hours required to carry out the duties of the Position.
19. If this Agreement is terminated and the Employee has taken vacation leave in excess of what has been earned through service, the CVRD may deduct from any amount owing to the Employee an amount equal to the value of the vacation taken but not earned.
20. The CVRD may terminate the Employee's employment without just cause, in accordance with the *Local Government Act*, as follows:
 - a) providing the Employee twelve (12) months' written notice of termination, plus one month notice per completed year of continuous service thereafter to a maximum of twenty four (24) months; or
 - b) providing to the Employee severance pay in an amount equivalent to the period of notice to be provided pursuant to section 20(a) which may at the election of the CVRD, 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 under section 20(a).
21. The Employee expressly agrees that he shall be entitled to benefit continuation during the period referred to in section 20 (a) if permitted by the plan carrier. The Employee acknowledges that determining eligibility for benefits or benefit continuation and/or arranging for benefit conversion is the Employee's sole responsibility.
22. For the purposes of section 20 (b) and (c) "severance pay" means the Employee's then current salary, less statutory deductions plus 20 per cent of salary in lieu of all benefits and pension contributions, if such benefits and contributions are not continued during the notice provided under section 20.
23. The Employee and the CVRD agree that the amounts referred to in section 20 consist of all the notice and/or remuneration to which the Employee is entitled on termination without just cause.
24. The Employee expressly acknowledges that he has a duty to mitigate his losses by seeking alternate comparable employment and that any earnings shall be deducted from any amount paid or to be paid by the CVRD to the Employee.
25. The CVRD may terminate the Employee's employment in accordance with the Local Government Act with just cause and without notice or compensation in lieu of notice.

Employment Agreement

26. The Employee may terminate his employment with the CVRD on providing ninety (90) days' written notice to the Board of the CVRD.
27. This Agreement is not assignable in whole or in part.
28. This Agreement, together with the CVRD's bylaws and policies respecting employment matters, constitutes the entire agreement between the parties hereto and supersedes all earlier understandings, communications, representations and agreements whether verbal or in writing with respect to the Employee's employment by the CVRD.
29. 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 force.
30. An alleged waiver of a breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach in this Agreement does not operate as a waiver of any other breach of this Agreement.
31. The Employee acknowledges and agrees that he has carefully reviewed this Agreement and that the CVRD has recommended that the Employee seek independent legal and accounting advice regarding the content and effect of this Agreement. The Employee also acknowledges and agrees that the CVRD has given the Employee ample opportunity to discuss the terms of this Agreement with the CVRD's Board and his legal counsel and that the Employee has read this Agreement carefully and has had the opportunity to comment on it before signing it.

As evidence of their agreement to be bound by the above terms, the CVRD and the Employee 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:

IN WITNESS WHERE OF the parties have executed this Agreement:

Comox Valley Regional District

Jesse Ketler
Chair

Russell Dyson

James Warren
Deputy Chief Administrative Officer

Witness:

Position title: Chief Administrative Officer	Last update: April 2020
Reports to: Board of Directors	Direct reports: <ul style="list-style-type: none"> • Chief Financial Officer • Deputy Chief Administrative Officer • Executive Assistant • General Manager of Community Services • General Manager of Corporate Services • General Manager of Engineering Services • General Manager of Planning and Development Services

General Accountability:

Directs the overall planning, coordination and control of the activities and business affairs of the Comox Valley Regional District (CVRD). Ensures the policies and procedures of the CVRD are complied with by management and by staff. Maintains an organization focused on timely, responsive customer service. Advises the Board of Directors on the operation and affairs of the CVRD.

Specific Accountabilities:

Board

1. Provides advice to the Board of Directors and its committees and commissions on all matters pertaining to the operation of the CVRD; holds the role and the accountability of the Chief Administrative Officer or the CVRD in accordance with *the Local Government Act*.
2. Directs, develops and recommends to the board: plans, processes and programs for alignment of board established strategic goals, objectives and policies; collaborates with the board in the formulation of objectives and major policies.
3. Endorses the agenda, including background documentation, for the board, committees and commission meetings. Approves all correspondence prepared for the chair's signature.
4. Establishes, promotes and maintains effective relations with and between municipal and electoral members and works to enhance the linkage between the administration and the board members.

Organization

5. Provides leadership on values and principles, on policy and program content and on the processes associated with total human resource asset management in the region (example: this includes such areas as selection/recruitment; performance planning, appraisal, skill sets development and management; reward management; succession planning; team building and effectiveness and internal and external "customer service" driven communications).
6. Coordinates all departmental activities; recommends to the board any necessary changes in the accountability of departments, if required. Delegates to department heads the authority required to discharge their accountabilities; arranges for each department head to advise the board on matters relating to his/her functional area; oversees, directs and coordinates the execution of approved plans and programs and acts as a signing officer for the CVRD.

7. Within established personnel policies and budget guidelines, oversees the recruitment, retention and termination of all staff.
8. Represents the administration of the regional district or delegates representation at meetings with senior administrative officials of the municipal, regional, provincial and federal governments to ensure a full understanding of the issues affecting the regional districts.
9. Provides regional and overall North Island wide leadership on the North Island 9-1-1 Corporation. Acts as the Secretary of the North Island 9-1 -1 corporation.
10. Acts as the Chief Administrative Officer for the Comox-Strathcona Regional Hospital District.

Financial

11. Directs the development of budgets and establishment of financial controls. Works with the Corporate Financial Officer or delegate and the Executive Management Team in coordinating the preparation and the submission to the board of budget information.
12. Ensures, through the Corporate Financial Officer, that expenditures are within the board approved budget and annual financial reporting is conducted in a timely manner.
13. In concert with the Corporate Financial Officer and other members of the Executive Management Team, safeguards the financial assets of the CVRD. Ensures periodical reports/feedback to the board and committees on key financial, operational and special project-related results as compared with approved budgets.
14. Performs other related duties as may be requested by the board.

Required Education and Experience:

Professional certification or a master's degree in public or business administration, supplemented by graduate level courses in local government, law and administration; plus ten to twelve years of extensive related experience at a senior level in a local or regional government setting; or equivalent combination of training and experience. Leadership and management skills are essential.