MINUTES
Special Meeting
Friday, December 29, 2023

The Minutes of the Special Meeting of the Town of Pasadena was duly held on Friday, December 29, 2023.

MEMBERS PRESENT: Mayor Darren Gardner
Deputy Mayor Terry Randell
Councillor Carla Brake
Councillor Hal Cormier
Councillor Brent Decker
Councillor Brandon Hall
Councillor Gemma Walsh

ABSENT:

STAFF PRESENT: Sharon Brown, Town Clerk

NOTICE

"We respectfully acknowledge Pasadena as the ancestral homelands of the Mi'kmaq and Beothuk. Today, these lands are home to a diverse population of indigenous and other peoples. We would also like to acknowledge with respect the diverse histories and cultures of the Innu, Inuit, and Southern Inuit of this Province."

CALL TO ORDER

Mayor Gardner called the meeting to order at 6:00 p.m.

ADMINISTRATION, CORPORATE SERVICES & ECONOMIC DEVELOPMENT

2023-12-20 Town of Pasadena Hudson Employment Contract #4139-2301-5501 v.1-1

191-23 Randell / Decker be it resolved that the Town of Pasadena approve the employment contract for Mr. Brian Hudson, CAO commencing December 29, 2023 until December 31, 2028.

In Favor: 4 Randell, Cormier, Decker, and Walsh
Opposed: 3 Gardner, Brake, and Hall. Resolution CARRIED.

ADJOURNMENT

192-23 Walsh / Cormier be it resolved that the meeting be adjourned at 6:04 p.m.

In Favor: 7 Gardner, Randell, Brake, Cormier, Decker, Hall, and Walsh
Opposed: 0 Resolution CARRIED.

Town Clerk

Mayor

EMPLOYMENT AGREEMENT (the "Agreement") dated and effective this _____ day of _____, 2023.

BETWEEN:

Town of Pasadena (the "Town" or the "Employer")
18 Tenth Avenue, Pasadena, Newfoundland and Labrador

AND:

Brian Hudson (the "Employee")
3 Bonnell Drive, Pasadena, NL A0L 1K0

(collectively, the "Parties")

WHEREAS:

A. The Employee has held the role of Chief Administrative Officer (CAO) since June 6, 2011; and

B. The Parties wish to continue the Employee's employment as CAO on the terms and conditions set out in this Agreement;

NOW THEREFORE THE TOWN AND THE EMPLOYEE AGREE AS FOLLOWS:

Job Title and Description

1. The Employee will continue to hold the title of Chief Administrative Officer. The Employee will perform any and all duties as requested by the Employer that are reasonable and that are customarily performed by a person holding a similar position.

2. The Employee agrees to be employed on the terms and conditions set out in this Agreement. The terms and conditions of employment shall be renegotiated not earlier than beginning June 21, 2028, unless otherwise agreed to in writing by both parties.

3. Notwithstanding paragraph 2, the Employee's job or duties may be changed at any time (i) by agreement in writing with the approval of both the Employer and Employee, or (ii) following the Employer providing the Employee with the notice period required by law.

4. The Employee is subject to the general supervision of the Town, and shall act pursuant to the orders, direction, and advice of the Town. The Employee further agrees to be bound and to follow all applicable laws, including without limitation the *Municipal Conduct Act*.

5. The Employee's primary place of work will be in the Town of Pasadena.

Compensation

6. Upon the execution of this Agreement, the Employee will receive a signing bonus of $1,500 as wages, subject to applicable deductions.

7. The salary paid to the Employee for the services rendered by the Employee as required by this Agreement is an annual base salary of one hundred and twenty thousand and nine-hundred eighty-one dollars ($120,981) commencing on the effective date of this Agreement, with an annual salary increase agreed to as follows:

   (a) $123,208 in 2024;

   (b) $125,482 in 2025;

   (c) $127,800 in 2026;

   (d) $130,166 in 2027;

   (e) $132,578 in 2028.

8. The Employee acknowledges and agrees that the hours of work involved in the performance of the Employee's duties and exercise of their responsibilities may vary and be irregular. As this is a salaried position, the base salary is intended to compensate the Employee for their full-time attention to their employment. The Employee may occasionally be required to work overtime hours for which no additional compensation will be expected or given.

9. The Employee's salary will be paid biweekly. The Employer is entitled to deduct all applicable deductions and remittances required by law from the Employer's salary and other compensation, as applicable.

10. The Employee will be permitted to contribute to the Town's defined contribution pension plan, on the terms and conditions set by the Town and the Plan Administrator from time to time, and always subject to applicable laws, at the rate of 9% of the Employee's annual salary. The Employer's contributions to the pension plan are conditional on the Employee making a matching contribution in that pay period.

11. The Employee is entitled to participate in the group insurance (health and dental) coverage generally offered by the Town to its employees, which shall be cost-shared between the Town and the Employee. The specific terms and conditions of the group insurance plan may be subject to change from time to time.

12. The Employee is entitled to thirty (30) paid days of vacation in each calendar year during the term of this Agreement. The time and date of the Employee's vacation will be determined by mutual agreement between the Employer and the Employee. The Employee is encouraged to use all of the vacation leave to which they are entitled during the calendar year, and in any event shall use up all previous year's leave by June 30 of the following year. If the Employee does not use up all previous year's leave by June 30 of the following year, the Employer will, in its sole discretion, pay to the Employee or schedule at its convenience any unused and unallocated vacation time.

Use of Employee's Personal Motor Vehicle

13. It is a condition of employment that the Employee shall maintain a valid driver's license and supply their own personal motor vehicle, which motor vehicle will be used for employment-related transportation. The Employee shall notify the Employer of any

change in the status of their driver's license, and shall maintain a satisfactory driver's abstract, and the Employee shall provide proof of either to the Employer upon request.

14. The base salary is intended to compensate the Employee for the use of their personal motor vehicle for employment-related transportation. The Employee will not be entitled to an additional motor vehicle allowance.

15. The Employee shall supply automobile insurance for their personal motor vehicle that will be used in the course of their employment. The motor vehicle shall be insured for no less than $2 million Third Party Liability coverage and shall be insured for business use. The Employee shall provide proof of such coverage, including an annual renewal, to the Employer.

16. The Employer shall reimburse the Employee for the difference in cost of their personal automobile insurance and the automobile insurance described above to compensate for the Employee's increased cost of automobile insurance for employment purposes. The Employee shall provide confirmation of the cost of each automobile insurance policy.

Performance Reviews

17. The Employee will be provided with a Performance Review to be conducted annually, or as determined by the Employer.

18. The Employee acknowledges the Employer's right to provide the Employee with ongoing feedback at its discretion.

Employer Policies

19. The Employee agrees to abide by the Employer's rules, regulations, policies and practices, including those concerning work schedules, vacation and sick leave, as they may from time to time be adopted or modified.

20. The Employer will reimburse the Employee for all reasonable expenses, in accordance with the Employer's lawful policies in effect from time to time, including but not limited to any travel outside of a 75 kilometre radius of the Town and entertainment expenses incurred by the Employee in connection with the business of the Employer.

21. The Employee may occasionally be required to travel outside of the Town for work purposes. Long distance travel will be subject to approval and reimbursement using the Town's travel reimbursement claim form.

22. In the event of disagreement between this Agreement and a generally applicable Employer policy on the same topic, this Agreement shall prevail.

Professional Development

23. The Employee is eligible to request attendance at conferences, courses, and training related to employment, with costs and expenses paid by the Employer. The Employer has sole discretion to approve or decline the request, and to determine whether it will it pay for or contribute to the Employee's attendance at such conferences, courses, or training.

24. Where the Employee enrolls in a university program or professional designation program from an accredited institution related to their employment, with written approval from the Employer prior to enrollment, the Employer may, at its sole discretion, pay the cost of such program up front. Any payment of program costs shall be re-paid by the Employee on a repayment schedule agreed upon by the Parties in writing prior to payment by the Employer. The Employer is not required to pay the cost of the program if the Parties are unable to agree to a repayment schedule prior to the commencement of the program.

No Conflict of Interest

25. The Employee shall not engage in any business or transaction of a financial or personal nature that would, in the opinion of the Employer, compromise the fair and honest discharge of their official duties. There must not be, nor appear to be, any conflict between the private interest of the Employee and the Employee's responsibility to the Town and to the public.

Termination

26. This Agreement may be terminated without cause by the Employee or the Employer upon either party providing 60 days' advance notice to the other party of the intention to terminate. The notice period may be working or non-working notice, at the Employer's option. For clarity, either party may terminate by providing the agreed-upon notice at any time during the life of this Agreement, and in that event the Employer shall not be required to pay compensation to the Employee beyond the conclusion of the notice period, except as provided in Paragraph 27 below or as required by applicable legislation.

27. Where the Employer gives notice of termination without cause to the Employee under Paragraph 26, the Employer will further pay to the Employee an amount equivalent to 1.25 months' base salary per year of service (subject to applicable deductions), to a maximum of 16 months' base salary (the "Termination Payment"). The Termination Payment is in addition to the notice requirement set out in Paragraph 26. For greater certainty, the Termination Payment shall not include additional benefits beyond the base salary, and it may be paid by lump sum or salary continuance in the Employer's sole discretion.

    The Employee agrees that the compensation upon termination without cause contemplated in Paragraphs 26 and 27, taken together, constitute reasonable notice of the end of his employment without cause, and that he shall have no further entitlements upon termination to any additional notice or pay in lieu thereof beyond that contemplated in this Agreement, other than as may be required by applicable legislation.

28. At any time, the Employer may terminate the Employee for just cause, or issue a summary dismissal, without notice or pay in lieu thereof except that the Employee shall receive the minimum entitlements upon termination set out in the *Labour Standards Act* (if any).

General Clauses

29. The Parties agree that this Agreement supersedes and replaces any previous written or oral agreements between them on the subject of their employment relationship.

30. Any amendment or modification to this Agreement, or any additional obligation assumed by either party in connection with this Agreement will only be binding if it appears in writing and signed by each Party.

31. This Agreement will be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.

32. If for any reason any provision of this Agreement, or part of a provision, is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not prejudice or in any way affect the validity or enforceability of any other provision or part of a provision.

AS TO ALL OF THE ABOVE the Parties have mutually executed this Employment Agreement as of the date first above written.

BRIAN HUDSON

TOWN OF PASADENA