

TOWN OF COCHRANE

101 RancheHouse Rd.
Cochrane, AB T4C 2K8
P: 403-851-2500 F: 403-932-6032
www.cochrane.ca



Reference: 2023-0022

June 7, 2023

S.17(1)

[REDACTED]
[REDACTED]

Dear [REDACTED] S.17(1)

RE: Freedom of Information and Protection of Privacy Act Request for Information.

The Town of Cochrane is responding to your request received May 11, 2023 for General information under the Freedom of Information and Protection of Privacy Act (the Act) for:

- The current and any past contracts related to CAO Derricott's employment contract (s) (Un-redacted) held with the Town of Cochrane.

The search is complete for this request and all responsive records are attached.

Although the actual salary of an employee and increments based on an assessment of the employee's performance cannot be disclosed under s.17(2)(e) and s.17(4)(f) respectively, of the Act as highlighted within the attached, the CAO has expressly instructed the full release of this information under s. 40(1)(d). You can access the FOIP Act here: <https://oipc.ab.ca/legislation/foip/>

If you have questions, please contact FOIP@cochrane.ca or call 403-932-2674. Under Section 65(1) of the FOIP Act you may ask the Information and Privacy Commissioner to review this response if you have concerns about it. The following link provides information regarding the request for review process: <https://www.oipc.ab.ca/action-items/request-a-review-file-a-complaint.aspx>

Sincerely,

Jaylene Knight
FOIP Head



Freedom of Information and
Protection of Privacy Request

Requester's Information	
Date Request Submitted: May 11, 2023	
Applicant's Name: [REDACTED]	Company (if applicable):
Mailing Address:	Town: cochrane
Province: alberta	Postal Code: [REDACTED]
Phone Number: [REDACTED]	Email Address: [REDACTED]

S.17(1)

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Request Details
Type of Request: General Request
Records Requested: Current, and any past contracts related to CAO Derricotts employment contract (s) (Un-redacted) held with the Town of Cochrane.
Date/Date Range of Records Requested: ALL
Delivery Method Requested: Send me electronic copies via email

Acknowledgement
<p>The personal information on this form is being collected under section 33 (c) of the <i>Freedom of Information and Protection of Privacy Act</i> (FOIP), Alberta. The personal information may be used by the Town of Cochrane for the purpose the information was collected, or compiled, or for a use consistent with that purpose. The personal and financial information will be managed in accordance with FOIP.</p> <p>If there are any questions about the collection, use, or disclosure of personal information, the Town of Cochrane can be contacted by email at FOIP@cochrane.ca or by phone at 403-932-2674.</p> <p><input checked="" type="checkbox"/> Applicant acknowledged and understood the above.</p>

For Office Use		
Our File Number: FOIP-2023-0022		
Initial \$25 Payment Received Date:	50% Deposit Received:	
Total Payment:	Additional Fee Estimate:	
Records Released:	Request Concluded:	Source of Request:

EMPLOYMENT AGREEMENT

This Agreement effective the ____ day of _____, 2020

BETWEEN:

THE TOWN OF COCHRANE

(the "Town")

-and-

MICHAEL DERRICOTT

(the "Employee")

WHEREAS:

- A. The Town wishes to employ the Employee in the position of Chief Administrative Officer;
- B. The Employee wishes to be employed by the Town in the position of Chief Administrative Officer; and
- C. The parties wish to set out the terms and conditions of the Employee's employment by the Town,

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties agree as follows:

Employment

- 1. The Town hereby employs the Employee for the position of Chief Administrative Officer. The employment shall commence on January 4, 2021 and shall continue indefinitely unless terminated in accordance with the termination provisions of this Employment Agreement.

Duties of Employee

- 2. The Employee shall carry out any and all duties that are:
 - a. set out in the job description attached at Schedule A of this Employment Agreement;
 - b. from time to time be prescribed by statute, including the *Municipal Government Act* and the Town's *Designated Officer Bylaw*, all as amended or replaced from time to time;
 - c. assigned by Council of the Town ("**Council**") by bylaw or resolution; or

- d. customarily performed by a person holding a similar position in a municipality of a comparable size to the Town of Cochrane
3. The Employee shall report directly to Council.
4. The Employee shall maintain a high ethical standard when performing all duties hereunder and at any time when the Employee's conduct could reflect on the Town or impact the Town's reputation. The Employee shall perform all duties under this Employment Agreement well and faithfully.
5. The Employee acknowledges that the Town has adopted and may amend or adopt in the future policies and procedures, the employee handbook, and administrative directives governing the Town's employees, and agrees to be bound by such except where they specifically conflict with the terms of this Employment Agreement. The Employee confirms that the Employee has had an opportunity to review the Town's current policies and procedures, the employee handbook, and administrative directives governing the Town's employees.

Performance Reviews

6. The Town shall review the Employee's performance after six (6) months' employment, and thereafter shall conduct annual performance reviews.

Salary

7. Upon commencement of employment, the Town shall pay the Employee a salary of two hundred four thousand eight hundred and five dollars (\$204,508.00) per year, less all required or permitted deductions and withholdings.
8. If the Employee receives a satisfactory performance review after six (6) months' employment, the Employee's salary shall increase to two hundred eleven thousand six hundred and eighty-five dollars (\$211,685.00) per year, less all required or permitted deductions and withholdings. For the purposes of this section, a satisfactory performance review means that in all areas where the Employee's performance is reviewed the Employee's performance is rated as "satisfactory" or better.
9. The Employee's salary shall be payable on a semi-monthly basis.
10. Any increases to the Employee's salary following the employee's sixth month of employment shall be in the Town's sole discretion.

Benefits

11. In addition to the Employee's salary, the Employee shall be entitled to the following benefits commencing on January 4, 2021:

- a. the Employee shall be entitled to participate in all standard benefit plans as may be prescribed from time to time for non-union employees of the Town for which the Employee is eligible, including medical, dental, life insurance, dependent life insurance, disability insurance, health care spending account, learning and physical wellness benefits, and the employee assistance plan; and
 - b. the Employee shall be entitled to participate in the pension plans as may be available from time to time for non-union employees of the Town, which are currently LAPP and APEX.
12. The Employee authorizes the Town to make all necessary payroll deductions and to convey all necessary confidential or personal information for the Employee's participation in benefit and pension plans.
 13. In the event of any dispute regarding entitlement to benefits provided to the Employee pursuant to the terms of a plan underwritten by the Town's insurance carrier(s) or any other third party providing such benefits, such dispute is exclusively between the Employee and that third party.

Discretionary Bonus

14. The Town shall, on an annual basis, pay the Employee a bonus of between 0% and 4% of the Employee's annual salary, less all required or permitted deductions and withholdings. The amount of such bonus shall be in the sole discretion of Council, and Council may take into consideration any factors it deems relevant in making such determination including, without restriction, the Employee's performance of the Employee's obligations hereunder and the Town's own financial considerations.
15. The amount of the Employee's discretionary bonus shall be determined effective December 31st of each year for the preceding calendar year. If the Employee is not employed by the Town on December 31st for any reason whatsoever, the Employee shall not be entitled to payment of any bonus for that year.

s. 17(4)(f)

Reimbursement for Expenses

16. The Town shall reimburse the Employee for all disbursements reasonably and directly incurred in the discharge of the Employee's duties.
17. The Employee shall provide accounts and supporting material for all disbursements claimed. The Mayor, Deputy Mayor, or other designate of Council shall examine and approve such materials prior to any reimbursement by the Town.
18. If directed by the Town at any time or from time to time, the Employee shall obtain prior written approval for any disbursements to be incurred in the discharge of the Employee's duties.

Vacation Time

19. The Employee shall be entitled to six (6) weeks' vacation after each year of employment. The Employee's vacation shall be taken at a time mutually agreeable to the parties, or failing such agreement, at such time as is selected by the Town on notice to the Employee.

Overtime

20. The Employee acknowledges and agrees that from time to time the Employee will be required to work outside of regular office hours, including without restriction attendance at Council meetings and evening events. The Employee further acknowledges and agrees that the Employee is employed in a managerial capacity and is not entitled to overtime pay or other entitlements in respect of overtime.

Professional Development and Memberships

21. The Employee, at the expense of the Town and subject to approval of Council, shall attend professional development courses and seminars and become a member of, and attend meetings of professional associations relevant to the Employee's position with the Town at such times as are mutually agreeable to the parties.
22. Forthwith upon execution of this Employment Agreement, the Employee shall provide Council with a plan identifying the professional development courses, seminars, associations and related activities as described in the preceding section that the Employee proposes to attend or join, including estimated time allocations and costs.

Residence

23. The Employee shall reside in the Town of Cochrane on January 4, 2021 and shall reside in the Town of Cochrane throughout the term of the Employee's employment. The Employee acknowledges this to be a reasonable restriction on the part of the Town.
24. The Town shall reimburse the Employee's reasonable relocation expenses to move from the Employee's current place of residence to the Town of Cochrane to a maximum of fifteen thousand dollars (\$15,000.00). The Employee shall provide all accounts and supporting material for all relocation expenses claimed. The Mayor, Deputy Mayor, or other designate of Council shall examine and approve such materials prior to any reimbursement by the Town.

Termination by Town

25. The Town may terminate this Employment Agreement at any time, without notice or compensation in lieu of notice, for just cause or breach of this Agreement.

26. The Town may terminate this Employment Agreement at any time without cause by giving notice to the Employee. The notice to which the Employee shall be entitled shall be the amount specified in section 56 of the *Employment Standards Code* (Alberta) (as amended or replaced from time to time) plus additional notice so that the total notice to which the Employee is entitled is:
- a. three (3) months if the Town terminates this Employment Agreement prior to midnight on July 4, 2021; or
 - b. six (6) months if the Town terminates this Employment Agreement prior to midnight on January 3, 2022; or
 - c. six (6) months plus 1 (month) per year of service for each year or partial year of service up to a maximum of twenty-four (24) months if the Town terminates this Employment Agreement on or after January 4, 2022.
27. Instead of the notice set out in the preceding section, the Town may provide the Employee with pay in lieu of notice which is the equivalent of the employee's salary and benefits to which the Employee would have been entitled during the notice period, and upon such payment the Employee shall have no further claim against the Town.

Termination by Employee

28. The Employee may terminate this Employment Agreement at any time by giving ninety (90) days' notice to the Town. The Employee acknowledges that in such a case, the Employee shall be entitled to no compensation or benefits under this Employment Agreement upon the expiry of the said ninety (90) days.
29. If the Employee terminates this Employment Agreement pursuant to the preceding section, the Town may, in its sole discretion, discontinue the Employee's employment and provide the Employee with the equivalent of the employee's salary and benefits to which the Employee would have been entitled during the ninety (90) day notice period, and upon such payment the Employee shall have no further claim against the Town.

Other Employment

30. The Employee shall devote the Employee's full time and attention to the discharge of the Employee's duties as an employee of the Town. The Employee shall not continue or commence any employment for or with any other person during the term of this Employment Agreement. The Employee acknowledges this to be a reasonable restriction on the part of the Town.
31. Notwithstanding the preceding section, provided the Employee receives prior approval from Council, which shall be in Council's sole discretion, the Employee

may accept part-time engagements to teach courses, assist in professional associations of which the Employee is a member, and assist in the presentation of panels, seminars, and speeches, and the Employee may keep all fees and honoraria received for such work.

Confidentiality

32. The Employee acknowledges that information received in the course of employment may be confidential or proprietary in nature or may be subject to confidentiality or disclosure requirements pursuant to the *Municipal Government Act*, the *Freedom of Information and Protection of Privacy Act*, Town bylaws and policies and other applicable laws, all as may be amended or replaced from time to time. The Employee shall maintain the confidentiality of such information and comply with the directions of the Town respecting such information. If the Employee breaches this covenant, in addition to any other remedies available to the Town, the Employee agrees that the Town shall be entitled to temporary injunctive relief from a Court of competent jurisdiction upon an *ex parte* application. The Employee acknowledges this to be a reasonable restriction on the part of the Town. This provision shall survive the termination or expiry of this Employment Agreement.

General

33. The confidentiality provisions, provisions which expressly state that they will survive the termination or expiry of this Employment Agreement, and all other provisions which by their nature are intended to survive the termination or expiry of this Employment Agreement shall survive such termination or expiry.
34. Any notice under this Employment Agreement shall be in writing and shall be deemed given if personally delivered or sent by registered mail or courier to the parties as follows:
- a. to the Employee at the Employee's residential address as shown in the Town's employment records; and
 - b. to the Town at the Town's administrative office.

Notices given by personal delivery or courier shall be deemed received upon delivery. Notices sent by registered mail shall be deemed received seven (7) days after posting.

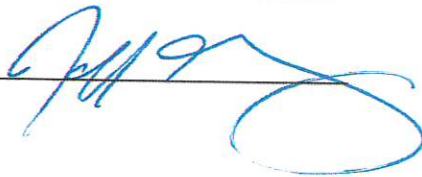
35. This Employment Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs and administrators.
36. This Employment Agreement shall not be assigned in whole or in part.

37. This Employment Agreement shall be governed by the laws of the Province of Alberta and the parties irrevocably attorn to the jurisdiction of the courts of the Province of Alberta.
38. This Employment Agreement constitutes the entire agreement between the parties and supersedes any other agreements, representations or other understandings between the parties with respect to the matters set forth herein. This Employment Agreement shall not be amended except in writing signed by both parties and with approval by resolution of Council.
39. The headings in this Employment Agreement are for convenience only and shall not affect its interpretation.
40. Where the singular or masculine form of a term is used in this Agreement, it includes the plural, feminine or neutral, as the context so requires.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement as of the date first above written.

THE TOWN OF COCHRANE

Per: _____



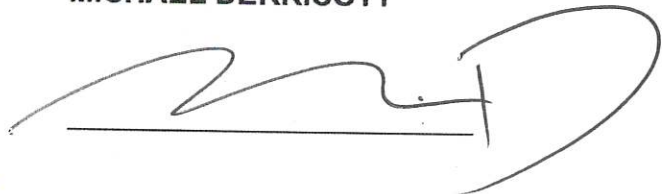
WITNESS

MICHAEL DERRICOTT



Print Name: _____

Kayla Sidoruk.



TOWN OF COCHRANE
Job Description



Schedule A

Position Title: Chief Administrative Officer (CAO)	Department: Chief Administrative Office
Approved by: Mayor Signature:  Date Approved: <u>OCTOBER 15TH, 2020</u>	Reviewed by: Manager, Human Resources Signature:  Date Reviewed: <u>October 15, 2020</u>

This job description is intended to describe the general nature and level of work being performed. It is not intended to be an exhaustive list of all duties, responsibilities, and requirements for this position. All personnel may be required to perform related duties outside of their normal responsibilities from time to time.

POSITION SUMMARY

The Chief Administrative Officer (CAO) reports to the Mayor and Council of the Town of Cochrane. The CAO plays an integral advisory role to Mayor and Council and supports the development and implementation of strategic objectives and policies in accordance with legislation.

The CAO is responsible for the overall operational and financial management of the organization and builds strong relationships with key stakeholders, both internal and external. This position provides mentorship and strategic support to members of the Senior Leadership Team, ensuring the planned implementation of the corporate strategy. Develops, demonstrates and fosters a culture of trust and accountability and municipal excellence throughout the organization.

KEY ACCOUNTABILITIES

As defined by the Province of Alberta’s Municipal Government Act and the Town’s Designated Officer bylaw, the duties and responsibilities of the CAO include:

1. Acts as counsel to the elected Mayor and Council on a wide range of municipal matters and supports the implementation of Council-related priorities within the municipal framework.
2. Establishes strategic direction based on Council priorities and continual assessment of the environment and emerging trends, issues and opportunities that may impact the municipality.
3. Provides leadership to ensure that all Town policies and programs of the municipality are efficiently coordinated, implemented and delivered in a responsive way consistent with Council-identified priorities.
4. Provides mentorship and strategic support to the members of the Senior Leadership team to ensure the planned implementation of the corporate strategy is carried out.
5. Ensures an effective governance framework which provides appropriate direction and parameters for operational systems, practices and procedures ensuring compliance with legislation, regulations, corporate policies, procedure and guidelines.

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6. Actively participates and provides counsel as a key member to the Senior Leadership teams entrusted with confidential information provided at all leadership, Council and public meetings/forums.
7. Builds strong working relationships with internal and external stakeholders to foster healthy relationships to advance the Town objectives of municipal excellence and sustainable intergovernmental relations.
8. Attends and participates in local events and functions in the interest of corporate and community relations.
9. Responsible for the annual operating and capital budget preparation process. Defines appropriate long-term financial objectives and sets annual goals consistent with the business strategy.
10. Effectively communicates and demonstrates the vision and values to all employees. Serves as a role model of these values and creates and builds a culture of trust and integrity throughout the organization.

COMPETENCY PROFILE

Consistently model and embrace the organization's corporate values and use them as a guide for conduct and decision-making.

CORE	FUNCTIONAL	TECHNICAL
Accountable for Results	Building Relationships	Business Acumen
Communication	Business Operations	Complex Decision Making
Customer Focus	Coaching and Developing Others	Creative Thinking
Values & Ethics	Drive	Political Acumen
	Leadership	Financial Acumen
	Organizational Positioning	Media Relations
	Strategic Leadership	

POSITION REQUIREMENTS

Education and Experience:

- Post-Secondary education in public or business administration, or in a related discipline relevant to public sector leadership with a preference given to a Master's designation.
- Minimum of 10 years' municipal experience in a progressive and strategic management role with a strong background in municipal management.
- Knowledge and experience in matters concerning relevant provincial and federal legislation.
- Knowledge and experience in all aspects of municipal service, finance and operations.
- Experience in process/project management.
- Strong understanding of strategic planning, business plans and budgeting.
- Extensive experience in public communication
- Demonstrated progressive competence in Strategic Planning, Business Plans, Human Resources and Budgeting.
- Strong understanding of the Alberta Municipal Government Act.
- Minimum of 5 years within a management position within a unionized environment with demonstrated experience in building positive labour relations, bargaining strategies and grievance management

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- Demonstrated experience working from a mindset of transparency and accountability

Skills and Abilities:

- Demonstrated leadership ability with strong communication, coaching and mentoring skills.
- Experience in political environments, developing corporate strategy, making presentations and providing advice to Council and the community.
- Demonstrated political astuteness, ensuring a high level of confidentiality and decorum.
- Demonstrates high ethical standards.
- Ability to read and interpret complex legislation.
- Demonstrated leadership ability with strong communication, coaching and mentoring skills.
- Proven skills in public consultation work with community groups and other stakeholders, understanding and appreciating the unique aspects of working in the public sector.
- Sound knowledge in the areas of legislation, law, records management, bylaw development; specific knowledge of provincial municipal government acts (Alberta MGA).
- Proven conflict resolution, negotiation and problem-solving skills.
- Thorough knowledge of business process, financial management, process management and strategic planning.
- Analytical skills and the ability to understand and interpret legal and technical information.

Certifications, Licenses and/or Designations:

- Certificate in Municipal Management and Leadership (CMML) or equivalent
- Certified Local Government Manager (CLGM) designation preferred
- Membership in provincial and federal municipal manager's associations
- Project Management is preferred
- FOIP Certification
- Managing in a Unionized Environment
- Certificate in Public Administration e.g. NACLAA or equivalent is an asset.
- Alberta Class 5 Driver's License
- ICS 100, ICS 200 and ICS 300
- Leadership for Safety Excellence
- Participation in the Town's Safety Training program
- Right Use of Power training

COMMUNICATION AND INTERPERSONAL SKILLS

- Acts as a role model, maintains a professional and positive disposition and encourages others through support, coaching or providing direction and resources.
- Highly advanced communication skills, to influence decisions, effect opinions or behaviours, mediate and/or reconcile conflicts.
- Builds trust through presenting ideas clearly and effectively listening to others, even when not in agreement.
- Effectively establishes rapport with stakeholders including Council, employees, external agencies and community members.
- Attentive active listening skills.
- Builds and maintains strategic alliances with all business units in the organization and works together to achieve business goals.
- Fosters a culture that supports intra-departmental relationships throughout the organization to break down silos and barriers.

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Job Description



- Uses deep understanding of their network to establish and activate connections between people in order to create value and make the organization stronger.
- Sets and exemplifies standards for respectful and effective communications in the organization.
- Comfortably delivers strategic messages supporting their function and the organization at the organizational level.
- Accurately interprets how they are perceived by others.
- Rallies employees to communicate ideas and share differing perspectives to drive innovation
- Able to demonstrate political astuteness, ensuring a high level of confidentiality and decorum.

COMPLEXITIES AND PROBLEM SOLVING

- Seeks solutions, identifies opportunities and establishes priorities for, or with, a variety of individuals or groups to accomplish strategic organizational goals.
- Models and encourages strategic thinking through a future-oriented view of the community and organization.
- Builds confidence, breadth and depth of knowledge, and professionalism in subordinates.
- Develops decision-making capability within the organization.
- Creates a culture of empowerment and trust to facilitate effective problem solving and decision making.
- Makes sound decisions that have organization-wide consequences and influence future direction.
- Cultivates and embodies a culture that views uncertainty as an opportunity and supports change and innovation.
- Anticipates and mitigates obstacles, risks, and business disruptions

WORKING CONDITIONS

The Town of Cochrane is committed to providing a healthy and safe work environment for all its employees. As a Town of Cochrane employee, you must take reasonable care to protect your health and safety and that of others present at Town worksites, perform work safely, follow all relevant health and safety legislation, Town directives and procedures and attend all identified orientations and training.

Physical Effort:

There is no or minimal requirement for physical effort. This is characterized as a normal office environment, and where a computer/keyboard/mouse is used as a tool of the job.

Work Environment:

The job is performed in an environment where there is occasional exposure to adverse working conditions. Exposure may exist on a short-term duration, with limited intensity.

- High cognitive and psycho-social demands related to issues management and problem solving.
- Extended work hours as required.
- Frequent need to travel to off-site locations and occasional out of province.

TOWN OF COCHRANE
Job Description



Please ensure you send the original for filing to Human Resources and retain a copy for your records.

SIGNATURES AND ACKNOWLEDGEMENTS

Employee Name
(Please print)

Employee Signature

Date (DD/MM/YYYY)

Supervisor Name
(Please print)

Supervisor Signature

Date (DD/MM/YYYY)

This personal information is being collected for the purpose of the Town of Cochrane salary administration and performance management programs. It will be treated in accordance with the privacy protection provisions of Part 2 of the Freedom of Information and Protection of Privacy Act. If you have any questions or concerns, please contact the Human Resources Department at 403-851-2517.