

File No.: 04-1000-20-2017-281

August 8, 2017

s.22(1)

Dear s.22(1)

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

I am responding to your request of July 24, 2017 for:

The employment contract for general manager of community services Kathleen Llewellyn-Thomas and the moving expenses report, (showing individual expenses, payments and reimbursements), related to Kathleen Llewellyn-Thomas's move to Vancouver, after being hired by City of Vancouver.

All responsive records are attached. Some information in the records has been severed, (blacked out), under s.22(1) of the Act. You can read or download this section here: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00

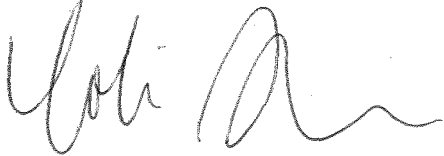
Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2017-281); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at foi@vancouver.ca if you have any questions.

Yours truly,

Cobi Falconer, FOI Case Manager, for

A handwritten signature in black ink, appearing to read 'Cobi Falconer', written over a horizontal line.

Barbara J. Van Fraassen, BA
Director, Access to Information

Barbara.vanfraassen@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4
Phone: 604.873.7999
Fax: 604.873.7419

Encl.

:cf

December 16, 2015

Kathleen Llewellyn-Thomas

s.22(1)

Re: Offer of Employment - Kathleen Llewellyn-Thomas

Dear Kathleen:

I very much enjoyed our recent discussion and am pleased to confirm an offer of employment for the regular full-time position of General Manager, Community Services at the City of Vancouver. Your start date will be mutually agreed upon. You will report directly to the City Manager.

Based on your qualifications and experience, I am pleased to confirm an annual base salary of \$250,000. This base salary amount is exclusive of benefits, pension contributions, or any additional payments of money or perquisites of any kind. Future salary increases will be aligned with performance, and with the City's salary administration policies.

As this is a designated position of trust, you will be required to have and maintain your employment check clearance in accordance with the City's AE-025-01 Hiring and Employment for Positions of Trust Policy. This offer is conditional on a cleared employment check and as a condition of your ongoing employment while working in this position.

The City has a comprehensive and very generous benefit plan and vacation package as detailed in the attached *Flexible Benefits Plan - Exempt Employee Handbook*. As a regular full-time employee, participation in the Municipal Pension Plan is mandatory; details about the plan can be found at mpp.pensionsbc.ca. During your first couple of weeks of employment, you will be contacted by our Benefits Coordinator to discuss your benefits and arrange enrolment in the plans. As a member of the Corporate Management Team, you are eligible for a transportation allowance to a value of \$ 8,700 pro-rated.

In this role, you are entitled to a combination of annual vacation and participation in an earned time off plan. The City's Earned Days Off (EDO) plan provides for 15 days annually in recognition for extended hours worked up to and exceeding a standard work day without overtime or other additional compensation. In addition, you are entitled to annual vacation time totaling 23 days; this specific calculation reflects your participation in the EDO plan.

Please note that your EDO and vacation entitlements will be pro-rated for the 2016 calendar year. More information about EDO and vacation, including the parameters for scheduling and payout of earned time, can be found in the Exempt Employee Handbook.

As part of your offer of employment, the City is pleased to offer you relocation assistance. It is the intention of this program to assist you with the move of you and/or your family from Toronto to Vancouver. Pursuant to the City's policy, we are prepared to offer you a maximum of \$40,000 towards your pre-authorized allowable relocation expenses. The relocation agreement and the Description of Relocation Expenses document are attached as part of Appendix B. It outlines the terms and conditions of the assistance and will be used as a basis for approving all expenses which will be finalized once receipts are submitted. Considering the circumstances of your family's relocation to Vancouver, the City agrees that the timeline for submission of expenses allowable for reimbursement will be one year from the commencement of your employment.

As part of this offer of employment, the City feels it is important to be clear about other key terms and conditions. The terms and conditions with regard to termination of your employment with the City are attached as Appendix A to this offer letter.

Please sign this letter and return it to me on Wednesday, December 16th, 2015. Please keep a copy for your records. In signing your acceptance of this offer, you acknowledge that it is your decision to accept this position.

Congratulations! I am delighted to have you join our team; we have a lot of interesting work ahead of us. On behalf of the City of Vancouver and our Corporate Management Team, we look forward to working with you in your new role.

Welcome to the City of Vancouver, Kathleen!

Yours truly,

I understand and accept the offer of employment and terms and conditions as outlined in this letter and all attachments including Appendix A and Appendix B



Sadhu A. Johnston, LEED AP
Acting City Manager

453 W 12th Avenue, Vancouver, BC V5Y 1V4
tel: 604.873.7627 - fax: 604.873.7641
sadhu.johnston@vancouver.ca



Kathleen Llewellyn-Thomas

/ DEC 16 2015
Date

Attachments

cc: Employee personnel file

Appendix A

Throughout our recruiting process, the City of Vancouver seeks to ensure mutual understanding, clarity and fairness with all prospective employees with regard to the terms and conditions of employment. Therefore, it has become the City's practice to include the City's standard termination clauses as they relate to your annual base salary.

You may be terminated for just cause at any time by the City without notice and without payment in lieu of notice. In the event that you are terminated without cause, appropriate notice or pay in lieu of notice will apply based on the following schedule:

- Should such a termination occur within the first six months of employment, notice or pay in lieu of notice will be six months of your base salary (pro-rated from the annual amount).
- Upon completion of six months of employment and within the first six years of your start date, notice or pay in lieu of notice will be equal to twelve months of your annual base salary.
- Between six and sixteen years of your start date, notice or pay in lieu of notice will be one additional month per each completed year of service up to a maximum of fifteen months of your annual base salary.
- After sixteen years of continuous service, notice or pay in lieu of notice will be eighteen months of your annual base salary.

It is understood you hereby waive claim for further notice of compensation and you agree that the foregoing notice periods are deemed conclusively to be reasonable notice of termination. Should the City opt for working notice, the same above-mentioned notice periods will apply.

If you choose to resign, you will be required to give the City not less than 20 business days' written notice prior to your termination date.

Appendix B

As part of our terms of offer, the City of Vancouver is offering assistance to offset relocation costs for your move to Vancouver.

1. **Allowable Expenses:** The following reasonable expenses associated with your relocation will be reimbursed by the City of Vancouver if original receipts are incurred and submitted within one year of your start date, unless otherwise agreed to.
 - Moving Household Effects** to a maximum of 12,000 pounds and including such services as packing, unpacking, insurance, storage and transportation of personal and household effects. Three competitive bids are required and the work should be contracted to the most economical bidder.
 - Travel Expenses Related to moving** you and your family which may include: economy air, car, train or bus travel, ground transportation to and from the airport, hotel accommodation or meal expenses.
 - Reasonable temporary accommodation for a period of up to 2 weeks** for you and your family prior to taking possession of a principle place of residence.
 - House hunting trip for a maximum of five (5) days** for you and your spouse with the following allowable expenses: return economy travel, ground transportation, hotel accommodation and meal expenses
 - Legal Fees** up to a maximum of \$1,500 related to the sale of your principle residence and the purchase of a new principle residence within 12 months of employment.
 - Incidental expenses** up to a maximum of \$500 associated with your relocation
2. **Relocation Assistance:** The compensation for the relocation expenses listed above is offered in the form of assistance.

Terms of Repayment - if you resign within 2 years (24 months) of your start date, you shall reimburse the City of Vancouver for the full amount of relocation expenses paid by the City, less 1/24th for each full month worked. No repayment of expenses is required after the completion of 2 years of employment. If a repayment is required, the amount must be fully paid prior to your resignation date.

Separation of Employment - should separation of employment occur for reasons other than resignation, the matter will be handled as part of the separation discussions.

Relocations Expenses - Kathleen Llewellyn-Thomas

Receipt #	Expense Category (select from drop down)	Expense Date	Vendor	Description	Total			Additional Comments
					CDN	GST	PST	
2	#1 - Moving Household Effects	31-Dec-15	s.22(1)		178.08	20.51		
20	#1 - Moving Household Effects	11-May-16			1,871.46	89.12		
#1 - Moving Household Effects Total					2,049.54			
CC Statement	#2 - Travel Expenses Related to Moving	8-Jan-16	s.22(1)		84.75			
4	#2 - Travel Expenses Related to Moving	18-Jan-16			93.04	10.70		
CC Statement	#2 - Travel Expenses Related to Moving	30-Jan-16			55.28			
CC Statement	#2 - Travel Expenses Related to Moving	30-Jan-16			67.85			
CC Statement	#2 - Travel Expenses Related to Moving	31-Jan-16			28.46			
CC Statement	#2 - Travel Expenses Related to Moving	31-Jan-16			85.83			
CC Statement	#2 - Travel Expenses Related to Moving	1-Feb-16			16.17			
CC Statement	#2 - Travel Expenses Related to Moving	2-Feb-16			62.36			
CC Statement	#2 - Travel Expenses Related to Moving	2-Feb-16			294.49			
CC Statement	#2 - Travel Expenses Related to Moving	2-Feb-16			8.83			
8	#2 - Travel Expenses Related to Moving	10-Feb-16			30.20			
11	#2 - Travel Expenses Related to Moving	14-Apr-16			834.91	41.66		Flight = Apr 14 / Apr 17
13	#2 - Travel Expenses Related to Moving	22-Apr-16			62.00			
15	#2 - Travel Expenses Related to Moving	22-Apr-16			30.56	3.06		
12	#2 - Travel Expenses Related to Moving	22-Apr-16			693.96	79.84		Flight = Apr 22 (one way)
14	#2 - Travel Expenses Related to Moving	22-Apr-16			33.00			
#2 - Travel Expenses Related to Moving Total					2,481.69			
6	#3 - Temporary Accommodation : up to 2 weeks	2-Feb-16	s.22(1)		677.13	25.95	30.96	
#3 - Temporary Accommodation : up to 2 weeks Total					677.13			
1	#4 - House Hunting Trip : max of 5 days	26-Dec-15	s.22(1)		243.16	9.70		
3	#4 - House Hunting Trip : max of 5 days	14-Jan-16			28.25	3.25		
#4 - House Hunting Trip : max of 5 days Total					271.41			
10	#6 - Incidental Expenses : max \$500	16-Feb-16	s.22(1)		167.00			
16	#6 - Incidental Expenses : max \$500	6-May-16			2.24	0.10	0.14	
21	#6 - Incidental Expenses : max \$500	11-May-16			24.00			
18	#6 - Incidental Expenses : max \$500	30-May-16			75.00			
17	#6 - Incidental Expenses : max \$500	17-Jun-16			62.64	2.99		
19	#6 - Incidental Expenses : max \$500	25-Jun-16			31.00			
#6 - Incidental Expenses : max \$500 Total					361.88			
5	Other	2-Feb-16	s.22(1)		550.33	76.33		Flight = Feb 2 (one way)
9	Other	9-Feb-16			28.25	3.25		
7	Other	10-Feb-16			527.85	115.85		Flight = Feb 10 (one way)
Other Total					1,106.43			
Grand Total					6,948.08			

Relocation Assistance Expense Claim

Payee Name:	Kathleen Llewellyn-Thomas
Title:	General Manager, Community Services
Employee #	s.22(1)
Relocation Assistance	maximum of \$40,000 as per Employment Letter
Reimbursement:	\$6,948.08

Summary of Expenses:

#1 - Moving Household Effects Total	2,049.54
#2 - Travel Expenses Related to Moving Total	2,481.69
#3 - Temporary Accommodation : up to 2 weeks Total	677.13
#4 - House Hunting Trip : max of 5 days Total	271.41
#6 - Incidental Expenses : max \$500 Total	361.88
Other Total	1,106.43
Grand Total	6,948.08

Payment Type: Reimbursement by Cheque
Hold for Pick up. Notify Lynda Graves at local 8.7664

Accounting:

Dr/ Cr	Amount	Tax Coding	Business Area	G/L Account	Cost Centre/ Order Number	WBS Element/ Network	TEXT
DR	6,948.08	RH-FFPP	9200	524070	20000		Relocation Expenses – LLEWELLYN-THOMAS

Prepared by: Lynda Graves (8.7664)

Approval of All Expenses:


Sadhu Johnston, City Manager

January 31/2017
Date