

August 4<sup>th</sup>, 2023

Private & Confidential

Nathan D. Hyde  


Dear Nathan:

We are pleased to offer you the position of Chief Administrative Officer with the Town of Caledon (the "Town"). On your acceptance, this letter will constitute a binding agreement between you and the Town (the "Agreement"), and it shall be effective August 4<sup>th</sup>, 2023 with an employment start date of Tuesday, August 8<sup>th</sup>, 2023.



**1. Position, Duties**

You will be employed in the position of Chief Administrative Officer, Town of Caledon. You agree to perform such duties and responsibilities as set out in your job description, as amended from time to time in the Town Mayor's reasonable discretion to meet the Town's changing business and operational needs.

Your principal place of business will be the Town of Caledon. However, you may be expected to travel and perform your duties in such other places as may be reasonably required from time to time in the normal course of performing your duties under this Agreement.

**2. Working Hours**

This is a full-time permanent position with the Town of Caledon, working 35-hours a week (1,820 hours annually). Flexibility of hours may be required. Hours worked beyond 1,820 annually will be compensated at 1.5x regular pay.

Initial: AG  NH 

### 3. Base Compensation

Your starting salary with the Town of Caledon shall be \$270,000 per annum, pro-rated for 2023. This is equivalent to \$148.35 per hour. Beginning in January, 2024 your annual compensation (and thereby your hourly rate) will increase by 4% annually exclusive of any cost of living adjustment or upward movement through the salary grid due to positive performance, or current/future performance bonus. Your compensation will be subject to applicable statutory deductions and withholdings.


Your rate of base salary as in effect from time to time during your employment is referred to in this Agreement as the "Base Salary".

### 4. Benefits

You will be enrolled in the Group Benefits Plan for full-time permanent employees, in accordance with and subject to the terms and conditions of the Plan. You are eligible for short-term disability benefits for certified sick time in accordance with the Town of Caledon's policies. You will be enrolled in the OMERS pension plan and Town group insured benefits plan effective August 8<sup>th</sup>, 2023, subject to the terms and conditions of the Plan. You will receive a car allowance, in the amount of \$500 net per pay-period which shall be subject to upward cost of living adjustments, and this shall be a taxable benefit. The Town agrees to pay, on your behalf, any membership dues and fees for professional development or training opportunities as determined by you.

### 5. Vacation and Uncertified Sick Time

You will be entitled to four weeks' paid vacation per annum, pro-rated for 2023. After 12 months of service, you will be entitled to six weeks' paid vacation per annum. Any accrued and unused vacation time will be paid within 30-days of the end of the year in which it was accrued. You will also be entitled to twelve uncertified sick days per annum.

Initial: AG AB, NH 

**6. Annual Performance Appraisal**

Your performance will be reviewed annually by the Mayor, and your performance appraisal will be delivered by the Mayor. Your performance is not subject to review by any member of Council who is not the Mayor.

**7. Expenses**

The Town of Caledon will pay or reimburse you for all reasonable travel and out-of-pocket expenses incurred or paid by you in the performance of your duties under this Agreement, upon your presentation of expense reports and/or supporting documentation as the Town of Caledon may reasonably require in accordance with the Town's expense policies.

**8. Termination**

a. Termination for Cause

Your employment may be terminated for just cause at any time without notice or further obligation to you, save and except for providing you with (i) payment of any Base Salary and vacation pay accrued to the date your employment ceases; (ii) reimbursement of any outstanding expenses properly incurred by you in accordance with this Agreement until the date your employment ceases; and (iii) your entitlements (if any) to statutory notice, pay in lieu of notice, benefits, severance pay (if applicable) and any other standard entitlements under the ESA. In the event your employment is terminated for just cause, any internal or external notice, message, or language of such will be mutually agreed upon prior to any form of dissemination.

Initial: AG AB NH 

b. Termination without cause

In consideration of the changes to the Municipal Act which now includes "Strong Mayor Powers", the Town of Caledon may terminate your employment without just cause at any time by providing you with the following: (i) payment of any Base Salary and vacation pay accrued to the date your employment ceases; (ii) reimbursement of all outstanding expenses properly incurred in accordance with the Agreement up to the date your employment ceases; (iii) pay in lieu of notice equal to (A) thirty six months, plus (B) four additional weeks for each year of service from the date of this Agreement (such period, the "Severance Period") and upon completing 35 months of service pay in lieu of notice will increase to (C) forty eight months, plus (D) four additional weeks for each year of service from the date of this Agreement; (iv) continued contribution of pension premiums on your behalf for the duration of the Severance Period, or a lump sum payment equivalent to the amount of such premium payments over the Severance Period in accordance with your election, (v) that the continuation of payments to Base Salary be annually adjusted upwards by inflation; and (vi) continuation of all taxable benefits and group insured benefits in which you participate in at the date of termination, subject to the terms and conditions of the applicable plans and as permitted by the respective carriers, for the duration of the Severance Period, with the exception of Short Term Disability which shall be extended for the duration of the statutory period only.

Other than as set out in this section, you will not be entitled to any other termination notice, pay in lieu of notice, severance or other benefits, including under the ESA or the common law unless the terms of this agreement are breached by the Town. You agree that the provision of such notice (or pay in lieu therefore), benefits and severance pay constitutes full and final satisfaction of all rights or entitlements which you may have arising from or related to the termination of your employment. Further you understand and agree that this provision shall continue to apply throughout your employment with the Town, regardless of its duration or any changes to your position or compensation. In the event your employment is terminated without cause, any internal or external notice, message, or language of such will be mutually agreed upon prior to any form of dissemination.

Initial: AG.  NH 

c. Resignation


You may resign from your employment at any time by providing the Town of Caledon with four weeks' prior written notice. The Town of Caledon may waive all or part of your resignation notice period before the date your resignation was to be effective and if so, the Town will, in full and final satisfaction of its obligation to you, provide you with (i) payment of any unpaid Base Salary and vacation pay accrued until the date the resignation was to be effective and, (ii) the continuation of all taxable and group insured benefits in which you participate including the pension plan until the date the resignation was to be effective, and (iii) reimbursement of all outstanding expenses properly incurred in accordance with this Agreement up to your original resignation date. In the event you resign, any internal or external notice, message, or language of such will be mutually agreed upon prior to any form of dissemination.

**9. Minimum Employment Standards**

If the ESA provides you with superior entitlements than those provided for in this Agreement, including on the termination of your employment pursuant to Section 9, the Town will provide you with your statutory entitlements in substitution for your rights under this Agreement.

**10. Other Terms and Conditions**

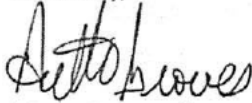
- a. Governing Law. This agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. You and the Town irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario in respect to all matters relating to this Agreement.
- b. Amendment. Except as expressly provided in this Agreement, no amendment of this Agreement shall be binding unless executed in writing.

Initial: AG AB, NH 

- c. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement to the extent of the particular circumstances giving rise to such declaration, and such provision as it applies to other persons and circumstances and the remaining terms and conditions of this Agreement shall remain in full force and effect.
- d. Entire Agreement. This Agreement constitutes the entire agreement between you and the Town with respect to your employment. You acknowledge and agree that there are no representations, warranties, conditions, terms, or collateral contracts, expressed, implied, or statutory, affecting the employment contemplated in this Agreement except as expressly set out in this Agreement.
- e. Currency. Except as expressly provided in this Agreement, all amounts in this Agreement are stated and will be paid in Canadian currency and will be subject to applicable deductions and withholdings.

If you are in agreement with the terms and conditions of this offer, I would appreciate you signing the enclosed copy of this letter on or by August 4<sup>th</sup>, 2023.

Yours truly,

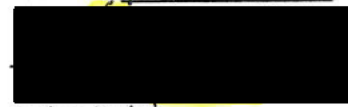


Mayor Annette Groves, Town of Caledon

EMPLOYEE ACCEPTANCE

I acknowledge having had the opportunity to read and consider this Agreement and to obtain such independent legal or other advice in regard to it as I consider advisable. I confirm by my signature that I understand this Agreement and consent to its terms.

Dated this 4<sup>th</sup> day of August, 2023

 August 4, 2023  
Nathan Hyde DATE

Initial: AG AG NH 