



PERSONAL AND CONFIDENTIAL

March 31, 2015

Arn Van Iersel
s.22

Dear Arn:

Subject to an Order in Council being signed by the Lieutenant Governor in Council and the conclusion of any applicable security checks, I am offering you the appointment to the role of Acting Auditor General for Local Government.

Your start date will be April 13, 2015. The full time salary for this position is \$200,000, and it has been agreed that your work arrangement will be 3 days per week (60%), with an annual salary of \$120,000. The above work week schedule may be revised, with the agreement of both parties, and based upon a pro-rated compensation rate.

The other terms and conditions of this appointment are those established for Category A Deputy Minister Order in Council employees. These terms and conditions include a leased vehicle or vehicle allowance and 5 additional days of vacation each year (prorated based on your hours of work). Your vacation entitlement at time of appointment will be prorated (at 60%) of five (5) weeks, inclusive of the aforementioned 5 days.

As a public service employee you must conduct yourself in a manner that maintains and enhances the public's trust and confidence in the public service. You are to familiarize yourself with the Standards of Conduct for Public Service Employees.

As you know, as an Order in Council appointee your Order may be rescinded at any time resulting in the termination of your appointment. Should your appointment be rescinded, termination would be in accordance with the Employment Termination Standards. A copy of the Employment Termination Standards and Post Employment Restrictions are attached.

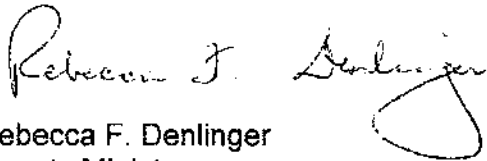
Should you have any questions about these policies or your entitlements, please contact Tracy Mandur, Senior Advisor, Executive Talent Management at the PSA.

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Once you have signed this letter indicating your acceptance, please return the original letter to my office.

Lastly, I want to extend my best wishes for your success in this role.

Yours truly,

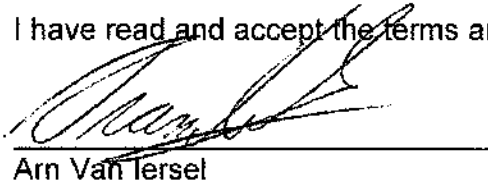


Rebecca F. Denlinger
Deputy Minister

Attachments

pc: Elaine McKnight, Deputy Minister, BC Public Service Agency

I have read and accept the terms and conditions of this appointment.


Arn Van Iersel

April 13, 2015
Date

POST- EMPLOYMENT RESTRICTIONS FOR SENIOR MANAGEMENT IN THE BC PUBLIC SERVICE

Definitions

"confidential information" means information that is unavailable to the public;

"outside entity" means a person or entity other than a public sector employer as defined in section I of the *Public Sector Employers Act*;

BEFORE LEAVING PUBLIC SERVICE

1. (1) The following are conditions of your employment with the government:
 - (a) you must not allow yourself to be influenced in carrying out your employment responsibilities by prospects for or an offer of
 - (i) employment as an employee of an outside entity; or
 - (ii) remuneration or other reward from an outside entity for doing anything for it in a capacity other than as an employee of the outside entity;
 - (b) you must immediately disclose to the Deputy Minister to the Premier and Head of the BC Public Service Agency
 - (i) any offer described in paragraph (a), if the offer does or could place you in a conflict of interest situation; or
 - (ii) your acceptance of any offer described in paragraph (a).

AFTER LEAVING PUBLIC SERVICE

2. (1) The following are conditions of your employment with the government:
 - (a) after your employment ends, you must not disclose confidential information that you obtained through your employment;
 - (b) if you had a substantial involvement in dealings with an outside entity at any time during the year immediately preceding the end of your employment then, for a year after the end of your employment, you must not
 - (i) accept an offer of employment, an appointment to the board of directors or a contract to provide services to that outside entity;
 - (ii) lobby or otherwise make representations for that outside entity to the government; or
 - (iii) give counsel to that outside entity, for its commercial purposes, concerning the programs or policies of any organization or ministry of

the government in which you were employed at any time during the year immediately preceding the termination of your employment; or

- (c) until one year after your employment ends, you
 - (i) must not lobby or otherwise make representations for any outside entity to any ministry or organization of the government in which you were employed at any time during the year immediately preceding the termination of your employment; or
 - (ii) act for an outside entity in connection with any ongoing proceedings, transaction, negotiation or case in which the outside entity and the government are involved
- (A) if you, during your former employment with the government, acted for or advised the government concerning the proceedings, transaction, negotiation or case; and
- (B) acting for the outside entity in that connection would result in the receipt by the outside entity of a private or commercial benefit or of any benefit not for general application.

REDUCTION OF ONE-YEAR LIMITATION

The Head of the BC Public Service Agency in consultation with the Deputy Minister to the Premier may reduce the one-year restriction, upon your application, after considering the following:

- a) the circumstances under which your employment ended;
- b) your general employment prospects;
- c) the significance to the government of information you possessed by virtue of your position with the government;
- d) the desirability of a rapid transfer of your skills to an employer other than the government;
- e) the degree to which the new employer might gain unfair commercial advantage by hiring you;
- f) the authority and influence you possessed while employed by the government;
- g) the disposition of other cases.

Important Information (disclaimer and copyright information)

B.C. Reg. 379/97
O.C. 1266/97

Deposited November 18, 1997
effective May 1, 1997

Public Sector Employers Act

The Employment Termination Standards established by the Public Sector Employers Council are adopted as employment termination standards for the purposes of section 14.4 of the *Public Sector Employers Act*.

EMPLOYMENT TERMINATION STANDARDS

[includes amendments up to those made by 2002-64-Sch.]

Contents

- 1 Definitions
- 2 Limitation on notice period and severance
- 2.1 Limitation on retiring allowance
- 3 Duties of employee during notice period
- 4 Severance payment instead of notice
- 5 Amount of notice and severance
- 5.1 Executive notice and severance
- 6 Re-employment in the public sector
- 7 Term of employment contracts

Definitions

1 In these standards:

"**Act**" means the *Public Sector Employers Act*;

"**employee**" has the same meaning as in section 14.1 of the Act;

"**notice of termination**" means notification by a public sector employer to an employee that his or her contract of employment will be terminated;

"notice period" means the length of time from the date on which notice of termination is given to an employee until the date on which employment will terminate;

"retiring allowance" means a payment that, by a contract of employment, an employee may receive on or after retirement of the employee from his or her employment in recognition of the employee's service, but does not include the following:

- (a) superannuation or a pension benefit;
- (b) an amount received as a consequence of the death of the employee;
- (c) a benefit designated by the minister;

"severance" means the severance payment made in lieu of the notice period;

"successor employer" means a purchaser, lessee or transferee referred to in section 35 of the *Labour Relations Code*.

[am. 2002-64-Sch, s. 1.]

Limitation on notice period and severance

2 (1) An employee must not be given a notice period or severance in the case of

- (a) termination for cause,
- (b) expiry of a contract of employment with a definite term, or
- (c) voluntary resignation or retirement.

(2) Subsection (1) does not prevent an employer from providing severance under a labour adjustment policy or program approved by the minister.

(3) A labour adjustment policy or program approved by the council before this subsection comes into force is deemed to be a labour adjustment policy or program approved by the minister for the purposes of subsection (2).

[am. 2002-64-Sch, s. 2.]

Limitation on retiring allowance

2.1 (1) An employee who receives a notice period or severance must not be given a retiring allowance.

(2) Subsection (1) does not prevent an employer from providing a retiring allowance under a labour adjustment policy or program approved by the minister.

(3) A labour adjustment policy or program approved by the council before this subsection comes into force is deemed to be a labour adjustment policy or program approved by the minister for the purposes of subsection (2).

[en. 2002-64-Sch, s. 3.]

Duties of employee during notice period

3 (1) During the notice period, a public sector employer, in its sole discretion, may

(a) require the employee to continue with his or her duties, assignment, tasks or projects,

(b) assign the employee to other duties, assignments, tasks or projects with the same or a successor employer, notwithstanding that the assignment may amount to a constructive dismissal, if

(i) the assignment is reasonably consistent with the employee's ability and responsibility at the time of the assignment, and

(ii) the employee is not required to relocate unreasonably,

(c) assign the employee to a non-successor employer with the agreement of the employee, or

(d) excuse the employee from performing his or her duties.

(2) If an employee refuses to perform duties assigned by the employer in accordance with this section, the employee is deemed to have voluntarily resigned and is not entitled to a continuation of the notice period or any payment in lieu of the notice period.

Severance payment instead of notice

4 (1) If an employer terminates employment without cause and excuses the employee from performing his or her duties under section 3 (1) (d), the employer, in its sole discretion, may provide the employee with severance.

(2) Severance must be in the form of periodic payments unless the employer, in its sole discretion, considers a lump sum payment to be more appropriate.

Amount of notice and severance

5 (1) A notice period or severance must not exceed the following:

(a) an amount calculated according to an employment termination plan for the employee that has been approved by the minister;

(b) if no employment termination plan has been approved by the council, the lesser of

(i) an amount equal to the remaining term of the contract, or

(ii) an amount provided under common law calculated as though the employee were subject to an indefinite term agreement with no provision regarding severance.

(1.1) An employment termination plan approved by the council before this subsection comes into force is deemed to be an employment termination plan approved by the minister for the purposes of subsection (1).

(2) Despite subsection (1), the maximum notice period that an employee may be given is 18 months.

(3) Despite subsection (1), the maximum severance that an employee may be given is the value of salary and benefits the employee would otherwise be entitled to for the notice period.

[am. 2002-64-Sch, s. 4.]

Executive notice and severance

5.1 (1) In addition to the limits imposed under section 5, this section applies in relation to employees of a public sector employer, other than an employer referred to in paragraph (g) of the definition of "public sector employer" in section 1 of the Act, who are appointed to or employed in the following positions:

(a) deputy minister;

(b) chief executive officer or president of a public sector employer;

(c) superintendent of a school.

(2) The notice period or severance that may be given to an employee in a position referred to in subsection (1) must not exceed

(a) an amount calculated according to an employment termination plan for the employee that has been approved by the Treasury Board, or

(b) if no employment termination plan has been approved by the Treasury Board, the following limits:

- (i) up to a 6 month notice period or severance, if the employee has served or been employed in that position for fewer than 12 months;
- (ii) up to a 9 month notice period or severance, if the employee has served or been employed in that position for 12 to 17 months;
- (iii) up to a 12 month notice period or severance, if the employee has served or been employed in that position for 18 to 35 months;
- (iv) up to a 14 month notice period or severance, if the employee has served or been employed in that position for 36 to 47 months;
- (v) up to a 16 month notice period or severance, if the employee has served or been employed in that position for 48 to 59 months;
- (vi) up to an 18 month notice period or severance, if the employee has served or been employed in that position for 60 or more months.

(3) Treasury Board may not approve an employment termination plan under subsection (2) (a) that would provide an employee more than a 12 month notice period or severance for fewer than 18 months of service or employment.

(4) An employment termination plan approved by the council before this subsection comes into force is deemed to be an employment termination plan approved by the Treasury Board for the purposes of subsection (2).

[en. 2002-64-Sch, s. 5.]

Re-employment in the public sector

6 (1) In this section, "**re-employment**" includes entering into a contract for services with a public sector employer either individually or through a sole proprietorship, partnership or corporation.

(2) An employee must notify the employer of any re-employment with a public sector employer during the notice period or period of notice in lieu of which severance is provided.

(3) If an employee commences employment with a public sector employer during the notice period or period of notice in lieu of which severance is provided,

- (a) no severance covering this period of re-employment is payable, and

(b) the employee must pay the government any amount that is attributable to the period during which the employee is re-employed.

(4) During the notice period or period in lieu of which severance is provided, if an employee is re-employed at a lower level of compensation, nothing in this section prevents an employer from providing to the employee an amount equivalent to the difference between their former compensation level and their compensation level upon re-employment.

Term of employment contracts

7 If an employee is employed under a contract of employment for a definite term the contract must

(a) subject to paragraph (b), be for a term of not more than 5 years, and

(b) if employment under the contract may be extended for more than 5 years, make the extension conditional on a renegotiation of the contract during the term of the contract.

[en. 2002-64-Sch, s. 6.]

Provisions of the *Public Sector Employers Act*, R.S.B.C. 1996, c. 384, relevant to the enactment of this regulation: section 14.4]

Employee Name: van Iersel, Arn s.22

Empl ID	Dept ID	Job Code	Position	Earn Code	Earn Code Desc	Pay Period	Earns Begin	Earns End	Hrly Rate Paid	Hrs Paid	Other Pay	Gross Paid
s.22	060-7801	031001	00105986	DCA	DM CAR ALL	2015-04-18	2015-04-13	2015-04-18	109.5140	0.0000	80.3100	80.31
	060-7801	031001	00105986	RHP	REGULAR HR	2015-04-18	2015-04-13	2015-04-18	109.5140	21.0000	0.0000	2,299.79
	060-7801	031001	00105986	DCA	DM CAR ALL	2015-05-02	2015-04-19	2015-05-02	109.5140	0.0000	160.0700	160.07
	060-7801	031001	00105986	RHP	REGULAR HR	2015-05-02	2015-04-19	2015-05-02	109.5140	42.0000	0.0000	4,599.59
	060-7801	031001	00105986	DCA	DM CAR ALL	2015-05-16	2015-05-03	2015-05-16	109.5140	0.0000	160.0700	160.07
	060-7801	031001	00105986	RHP	REGULAR HR	2015-05-16	2015-05-03	2015-05-16	109.5140	42.0000	0.0000	4,599.59
	060-7801	031001	00105986	DCA	DM CAR ALL	2015-05-30	2015-05-17	2015-05-30	109.5140	0.0000	160.0700	160.07
	060-7801	031001	00105986	RHP	REGULAR HR	2015-05-30	2015-05-17	2015-05-30	109.5140	42.0000	0.0000	4,599.59
												16,659.08

Auditor General for Local Government
FOI Request CSC-2015-51396
(Appointment of A/AGLG) Call for Records from March 15, 2015 to May 20, 2015
Due Date: June 2, 2015

n Time: 09:22:05

Client:114 Auditor General for Local Government

Travel Number	Dist Amt	Invoice Date	Travel	Recoverable Tax Amount	Distribution Total Amount	Pay Status	Supplier Number	Expense Author	Period Name	Report Supplier Num	Report Supplier Type	Travel Group	Expense Justification	Expense Type	Per Diem Type	Expense Start Date	Num Expense Days	Destination	Resp	Srvc Ln	Project
ER2634456	49.05	29-Apr-15	Travel	2.45	51.50	Yes	1013304	MACAULAY, JA	MAY-16	1013304	EMPLOYEE	3	Full Day	Meal/Per Diem	Full_Day_Rates	13-Apr-15	1		51664	29540	5100000
	68.75	29-Apr-15	Travel	2.75	71.50	Yes	1013304	MACAULAY, JA	MAY-16	1013304	EMPLOYEE	3	Ferry - Surrey to Victoria	Public Transp.		15-Apr-15	1		51664	29540	5100000
	89.90	29-Apr-15	Travel	3.6	93.50	Yes	1013304	MACAULAY, JA	MAY-16	1013304	EMPLOYEE	3	Ferry - Victoria to Surrey	Public Transp.		19-Apr-15	1		51664	29540	5100000
															Dinner_Only_Rate		1				
	29.05	29-Apr-15	Travel	1.45	30.50	Yes	1013304	MACAULAY, JA	MAY-16	1013304	EMPLOYEE	3	Supper	Meal/Per Diem	s	19-Apr-15			51664	29540	5100000
	49.05	29-Apr-15	Travel	2.45	51.50	Yes	1013304	MACAULAY, JA	MAY-16	1013304	EMPLOYEE	3	Full Day	Meal/Per Diem	Full_Day_Rates	20-Apr-15	1		51664	29540	5100000
	49.05	29-Apr-15	Travel	2.45	51.50	Yes	1013304	MACAULAY, JA	MAY-16	1013304	EMPLOYEE	3	Full Day	Meal/Per Diem	Full_Day_Rates	21-Apr-15	1		51664	29540	5100000
	49.05	29-Apr-15	Travel	2.45	51.50	Yes	1013304	MACAULAY, JA	MAY-16	1013304	EMPLOYEE	3	Full Day	Meal/Per Diem	Full_Day_Rates	22-Apr-15	1		51664	29540	5100000
	68.75	29-Apr-15	Travel	2.75	71.50	Yes	1013304	MACAULAY, JA	MAY-16	1013304	EMPLOYEE	3	Ferry - Surrey to Victoria	Public Transp.		22-Apr-15	1		51664	29540	5100000
	89.90	29-Apr-15	Travel	3.6	93.50	Yes	1013304	MACAULAY, JA	MAY-16	1013304	EMPLOYEE	3	Ferry - Victoria to Surrey	Public Transp.		26-Apr-15	1		51664	29540	5100000
															Dinner_Only_Rate		1				
	29.05	29-Apr-15	Travel	1.45	30.50	Yes	1013304	MACAULAY, JA	MAY-16	1013304	EMPLOYEE	3	Supper	Meal/Per Diem	s	26-Apr-15			51664	29540	5100000
	49.05	29-Apr-15	Travel	2.45	51.50	Yes	1013304	MACAULAY, JA	MAY-16	1013304	EMPLOYEE	3	Full Day	Meal/Per Diem	Full_Day_Rates	27-Apr-15	1		51664	29540	5100000
	49.05	29-Apr-15	Travel	2.45	51.50	Yes	1013304	MACAULAY, JA	MAY-16	1013304	EMPLOYEE	3	Full Day	Meal/Per Diem	Full_Day_Rates	28-Apr-15	1		51664	29540	5100000
	49.05	29-Apr-15	Travel	2.45	51.50	Yes	1013304	MACAULAY, JA	MAY-16	1013304	EMPLOYEE	3	Full Day	Meal/Per Diem	Full_Day_Rates	29-Apr-15	1		51664	29540	5100000
	68.75	29-Apr-15	Travel	2.75	71.50	Yes	1013304	MACAULAY, JA	MAY-16	1013304	EMPLOYEE	3	Ferry - Surrey to Victoria	Public Transp.		29-Apr-15	1		51664	29540	5100000
	86.54	29-Apr-15	Travel	3.46	90.00	Yes	1013304	MACAULAY, JA	MAY-16	1013304	EMPLOYEE	3	Ferry - Victoria to Surrey	Public Transp.		12-Apr-15	1		51664	29540	5100000
															Dinner_Only_Rate		1				
	29.05	29-Apr-15	Travel	1.45	30.50	Yes	1013304	MACAULAY, JA	MAY-16	1013304	EMPLOYEE	3	Supper	Meal/Per Diem	s	12-Apr-15			51664	29540	5100000
	49.05	29-Apr-15	Travel	2.45	51.50	Yes	1013304	MACAULAY, JA	MAY-16	1013304	EMPLOYEE	3	Full Day	Meal/Per Diem	Full_Day_Rates	15-Apr-15	1		51664	29540	5100000
	49.05	29-Apr-15	Travel	2.45	51.50	Yes	1013304	MACAULAY, JA	MAY-16	1013304	EMPLOYEE	3	Full Day	Meal/Per Diem	Full_Day_Rates	14-Apr-15	1		51664	29540	5100000
	STOB 5718: 1,001.19																				
				45.31	1,046.50																
ER2703881	1.44	29-May-15	Travel	0.06	1.50	Yes	1013304	MACAULAY, JA	JUN-16	1013304	EMPLOYEE	3	Parking for mtg with OAGBC	Miscellaneous		15-May-15	1		51664	29540	5100000
	86.54	29-May-15	Travel	3.46	90.00	Yes	1013304	MACAULAY, JA	JUN-16	1013304	EMPLOYEE	3	Ferry Charge (includes reservatio	Miscellaneous		13-May-15	1		51664	29540	5100000
	394.76	29-May-15	Travel	15.79	410.55	Yes	1013304	MACAULAY, JA	JUN-16	1013304	EMPLOYEE	3	Hotel May 10-12	Accommodation		13-May-15	1	Other BC	51664	29540	5100000
	49.05	29-May-15	Travel	2.45	51.50	Yes	1013304	MACAULAY, JA	JUN-16	1013304	EMPLOYEE	3	Full Day	Meal/Per Diem	Full_Day_Rates	13-May-15	1		51664	29540	5100000
	49.05	29-May-15	Travel	2.45	51.50	Yes	1013304	MACAULAY, JA	JUN-16	1013304	EMPLOYEE	3	Full Day	Meal/Per Diem	Full_Day_Rates	12-May-15	1		51664	29540	5100000
	49.05	29-May-15	Travel	2.45	51.50	Yes	1013304	MACAULAY, JA	JUN-16	1013304	EMPLOYEE	3	Full Day	Meal/Per Diem	Full_Day_Rates	11-May-15	1		51664	29540	5100000
															Dinner_Only_Rate		1				
	29.05	29-May-15	Travel	1.45	30.50	Yes	1013304	MACAULAY, JA	JUN-16	1013304	EMPLOYEE	3	Supper Only	Meal/Per Diem	s	10-May-15			51664	29540	5100000
	348.32	29-May-15	Travel	13.93	362.25	Yes	1013304	MACAULAY, JA	JUN-16	1013304	EMPLOYEE	3	Hotel in April missed in previous €	Accommodation		29-Apr-15	1	Other BC	51664	29540	5100000
	348.32	29-May-15	Travel	13.93	362.25	Yes	1013304	MACAULAY, JA	JUN-16	1013304	EMPLOYEE	3	Hotel in April missed in previous €	Accommodation		22-Apr-15	1	Other BC	51664	29540	5100000
	86.54	29-May-15	Travel	3.46	90.00	Yes	1013304	MACAULAY, JA	JUN-16	1013304	EMPLOYEE	3	Ferry Charge (includes reservatio	Miscellaneous		10-May-15	1		51664	29540	5100000
	68.75	29-May-15	Travel	2.75	71.50	Yes	1013304	MACAULAY, JA	JUN-16	1013304	EMPLOYEE	3	Ferry Charge	Miscellaneous		18-May-15	1		51664	29540	5100000
																	1				
	39.05	29-May-15	Travel	1.95	41.00	Yes	1013304	MACAULAY, JA	JUN-16	1013304	EMPLOYEE	3	Lunch and Dinner	Meal/Per Diem	L&D_Only_Rates	18-May-15			51664	29540	5100000
	49.05	29-May-15	Travel	2.45	51.50	Yes	1013304	MACAULAY, JA	JUN-16	1013304	EMPLOYEE	3	Full Day	Meal/Per Diem	Full_Day_Rates	19-May-15	1		51664	29540	5100000
	49.05	29-May-15	Travel	2.45	51.50	Yes	1013304	MACAULAY, JA	JUN-16	1013304	EMPLOYEE	3	Full Day	Meal/Per Diem	Full_Day_Rates	20-May-15	1		51664	29540	5100000
	263.17	29-May-15	Travel	10.53	273.70	Yes	1013304	MACAULAY, JA	JUN-16	1013304	EMPLOYEE	3	Hotel Charge (May 18-19)	Accommodation		20-May-15	1	Other BC	51664	29540	5100000
	86.54	29-May-15	Travel	3.46	90.00	Yes	1013304	MACAULAY, JA	JUN-16	1013304	EMPLOYEE	3	Ferry Charge (includes reservatio	Miscellaneous		20-May-15	1		51664	29540	5100000
	STOB 5718: 1997.73																				
				83.02	2,080.75																
2,998.92				Total Recoverable Tax Amount: 128.33			Total Distribution Total Amount: 3,127.25														



PERSONAL AND CONFIDENTIAL

May 27, 2015

Arn Van Iersel
s.22

Dear Arn:

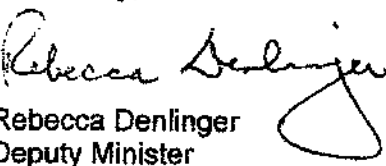
Further to your letter dated April 7, 2015, effective June 1, 2015, your work schedule will be adjusted to 4 days (80%) per week with an annual salary of \$160,000 from 3 days (60% per week, with an annual salary of \$120,000).

The above work week schedule may be revised, with the agreement of both parties, and based upon a pro-rated compensation rate. There is the acknowledgment and recognition that you have other external work related commitments (i.e. Board and contract advisory work for the Office of the BC Merit Commissioner and the Office of the Clerk of the BC Legislature) for the remainder of the work week.

The terms and conditions stated in the April 7, 2015 appointment letter remain in effect which included a leased vehicle or vehicle allowance and 5 additional days of vacation each year (prorated based on your hours of work). Your vacation entitlement will now be prorated (at 80%) of five (5) weeks, inclusive of the aforementioned 5 days.

Once you have signed this letter indicating your acceptance, please return the original letter to my office.

Yours truly,


Rebecca Denlinger
Deputy Minister

pc: Elaine McKnight, Deputy Minister, BC Public Service Agency

I have read and accept the terms and conditions of this appointment.


Arn Van Iersel

May 29, 2015
Date