

CONTRACT OF PERSONAL EMPLOYMENT – PETER HOURIHAN

THIS AGREEMENT dated the 29 day of September, 2011

BETWEEN:

THE LEGISLATIVE ASSEMBLY OF ALBERTA
(hereinafter "the Assembly",
as represented by the Speaker of the Legislative Assembly)

- and -

PETER HOURIHAN
of Winnipeg, Manitoba
(hereinafter "the Officer")

WHEREAS, on August 23, 2011, the Select Special Ombudsman Search Committee recommended that the Officer be appointed Ombudsman;

WHEREAS, on August 23, 2011, the Standing Committee on Legislative Offices recommended to the Lieutenant Governor in Council, pursuant to section 7(3) of the *Ombudsman Act* ("the Act"), that Peter Hourihan be appointed Ombudsman effective October 17, 2011;

WHEREAS, by Order-in-Council 431/2011 passed pursuant to section 7 of the Act, the Lieutenant Governor in Council appointed Peter Hourihan as Ombudsman for the Province of Alberta effective October 17, 2011, pending confirmation of his appointment by the Assembly; and

WHEREAS the motion of the Select Special Ombudsman Search Committee empowered the Speaker to conclude a contract with the Officer governing the terms of his appointment as Ombudsman;

THEREFORE, the Assembly and the Officer agree as follows:

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|-----------------|---|
| POSITION | 1. The Officer shall serve as Ombudsman and shall perform the duties of such position as prescribed in the Act. |
| TERM | 2. This Agreement applies for the term of the Officer's appointment commencing October 17, 2011. In accordance |

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with section 4 of the Act, the Officer shall continue to hold office for 5 years:

- (a) from the date of his appointment under section 2 of the Act; or
- (b) from the date the person's appointment under section 7 of the Act is confirmed by the Assembly,

and continues to hold office after the expiry of his term of office until he is reappointed, his successor is appointed or a period of 6 months has expired, whichever occurs first.

REMUNERATION

- 3. (a) The Officer shall be paid an annual salary of \$211,656, payable in installments, less all legally required deductions or as authorized by the Officer, subject to adjustment pursuant to clause (c).
- (b) The Officer's remuneration in clause (a) is set in accordance with the salary range for Senior Officials under the Senior Officials' Pay Schedule (O.C. 399/2010) (as amended), Appendix 1, Schedule 2 – Salary Range D.
- (c) The Officer's remuneration in clause (a) shall be reviewed at least once a year as provided for in section 8 of the Act.

NO PENSION PLAN

- 4. (a) In lieu of participation in the Management Employee Pension Plan and the Government of Alberta Supplementary Retirement Plan (MEPP/SRP), the Officer shall receive an allowance equal to 13.1% of the Officer's remuneration, as established under paragraph 3(a), payable in installments less all legally required deductions.
- (b) The allowance under clause (a) will cease to be paid effective the date the Officer, if he had been contributing to the MEPP/SRP, would be ineligible to contribute to the MEPP/SRP.

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VACATION AND LEAVE

5. The Officer is entitled to the following on the same basis and terms as they are provided to Management Employees in the Public Service of Alberta and, for greater certainty, those individuals appointed to positions on the Senior Officials' Pay Schedule (O.C. 399/2010)(as amended):

- (a) paid annual vacation leave of 25 working days;
- (b) paid annual vacation supplement of 5 working days a year;
- (c) paid general holidays;
- (d) special or other applicable leaves; and
- (e) casual and general illness leave.

BENEFITS

6. The Officer shall be eligible to participate in and receive benefits under the following programs, subject to the terms of the respective program, on the same basis as Management Employees in the Public Service of Alberta, and, for greater certainty, those individuals appointed to positions on the Senior Officials' Pay Schedule (O.C. 399/2010)(as amended):

- (a) components of the *1st choice* benefits program including:
 - (i) Group Life Insurance,
 - (ii) Dental Plan,
 - (iii) Prescription Drug Plan, and
 - (iv) Extended Medical Plan;
- (b) Management Long Term Disability Income Continuance Plan. Eligibility to participate in the plan ceases at age 65.

AUTOMOBILE

7. The Officer is entitled to an automobile in accordance with policy and practice applicable to senior executives on the Senior Officials' Pay Schedule pursuant to Treasury Board

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Directive 06/88 (as amended). If the Officer chooses to use his own vehicle, then in lieu of the above, he shall receive an additional \$8,000 a year in allowance, payable in installments less all legally required deductions. This allowance is not pensionable.

TRAVEL & SUBSISTENCE EXPENSES

8. The Officer shall be entitled to reimbursement for travelling and subsistence expenses incurred in the course of travel. The amount of reimbursement shall be as prescribed in the *Subsistence, Travel and Moving Expenses Regulation* applicable to employees in the Public Service of Alberta.

NO OTHER RIGHTS OR BENEFITS

9. The Officer shall not be entitled to any of the rights or benefits afforded to Management Employees of the Public Service of Alberta, except as provided in this Agreement.

RESIGNATION

10. In accordance with section 5 of the Act, the Officer may resign his office at any time.

TERMINATION OF CONTRACT

11. (a) If the Officer is removed from office pursuant to section 6 of the Act, this Agreement shall terminate as of the effective date of such removal and the Officer shall only be entitled to receive such amounts under this Agreement as have accrued to the date of termination.
- (b) If the Officer resigns, this Agreement shall terminate on the effective date of the resignation and the Officer shall only be entitled to receive such amounts under this Agreement as have accrued to the date of resignation.
- (c) Except as provided in clauses (a) and (b), this Agreement will terminate as provided in paragraph 2.

OATH OF OFFICE

12. The Officer shall take an Oath of Office as required by section 9 of the Act.

NOTICE

13. Any notice required to be given under this Agreement shall be

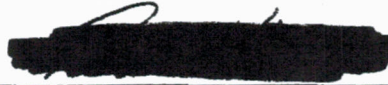
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given in writing to the Speaker at Room 325, Legislature Building, Edmonton, Alberta, T5K 2B6 and to the Officer at Suite 2800 – 10303 Jasper Avenue, Edmonton, Alberta, T5J 5C3.

THE PARTIES, INTENDING TO BE LEGALLY BOUND, HAVE EXECUTED THIS AGREEMENT ON THE DATE FIRST WRITTEN.



Speaker, on behalf of the
Legislative Assembly of Alberta



Officer
Peter Hourihan

Witness

Name (Printed)

Address

Address