

Employment Contract

This Contract of Employment shall be effective as of _____, 2014.

Between The Employer:

Town of

And the Employee:

XXXXX XXXXX

The Parties Shall Agree as Follows:

Employment

xxxxxx agrees that she will at all times faithfully, industriously, and to the best of her ability, experience and talents, perform all the duties required of her position. In carrying out these duties and responsibilities, XXXXXXXXXXXX shall comply with all Town of policies, procedures, rules and regulations, both written and oral, as are announced by the Town of Yyyyyyy from time to time. It is also understood and agreed to by XXXXXXXXXXXX that her assignment, duties, responsibilities and reporting arrangements may be changed by the Town of Yyyyyyy in its sole discretion without causing termination of this agreement.

Business Activities

Town of Yyyyyyy is engaged in the business of Municipal Government Services.

XXXXXXXXXXXX has agreed to an offer of employment from Town of Yyyyyyy

Town of Yyyyyyy will employ XXXXXXXXXXXX upon agreement to the terms and conditions listed herein.

Duration of Contract

This Contract shall continue from the date that XXXXXXXXXXXX assumes her duties until such time a new contract is signed. This agreement shall come into effect as of _____, 2014.

Job Description

XXXXXXXXXXXX agrees to become employed as Administrator at Town of Yyyyyyy.

As Administrator, XXXXXXXXXXXX shall duly perform the following tasks:

- a) Take charge of and safely keep all books, documents and records of the municipality that are committed to his/her charge;
- b) Ensure all minutes of council meetings are recorded.
- c) Record the names of all council present at council meetings;
- d) Ensure the minutes of each council meeting are given to the council for approval at the next council meeting;
- e) Advise the Council of its legislative responsibilities pursuant to this or any other act;
- f) Ensure the safe keeping of the corporate seal, bylaws, minutes, funds, securities and any other records or documents of the municipality;
- g) Provide the minister with any statements, reports or other information that may be required by this Act or any other act;

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- h) Ensure that the official correspondence of Council is carried out in accordance with Council's directions;
- i) Maintain an Bylaw registry containing certified copies of all bylaws of the municipality;
- j) Deposit cash collections that have accumulated to an amount determined by council that is equal to or less than the amount of the administrator's bond at least once a month, but not more than once a day, in the bank or credit union designated by council;
- k) Disburse the funds of the municipality in the manner and to those directed by law or resolution of council;
- l) Maintain an accurate account of assets and liabilities and all transactions affecting the financial position of the municipality in accordance with generally accepted accounting principles;
- m) Ensure that the financial statements and information requested by resolution are submitted to council;
- n) Complete a financial statement for the preceding financial year in accordance with the generally accepted accounting principles for municipal governments by June 1st of each year;
- o) Send copies of bylaws for closing and leasing roads to the Minister of Highways and Transportation;
- p) Bring forward any resignation(s) of elected officials;
- q) Sign minutes of Council and Committee meetings;
- r) Sign bylaws;
- s) Provide copies of public documents upon request for payment of fee;
- t) Provide notice of first meeting of council;
- u) Call a special meeting when lawfully requested to do so;
- v) Determine the sufficiency of a petition requesting a public meeting of voters;
- w) Determine the validity of a petition for referendum;
- x) Administer public disclosure statements if the municipality adopts this requirement;
- y) Record any abstentions or pecuniary interest declarations in the minutes;
- z) Provide information to the Auditor;
- aa) Send amended tax notices when required and make necessary adjustments to the tax roll;
- bb) Provide for payment of writ of execution against the municipality;
- cc) Produce certain records upon request of inspector appointed by the Minister;

Additional Duties are:

- a) Act as the returning officer for all elections under *The Local Government Elections Act*
- b) Ensure that Public Notice is given as provided in the Act, or any other act and/or as required by council in any other bylaw or resolution.
- c) Ensure that the policies and programs of the Town of Yyyyyyy are implemented.
- d) Advise, inform and make recommendations to council on the operations, affairs, policies, programs and the financial position of the Municipality
- e) Supervise all operations of the Municipality
- f) Be responsible for the preparation and submission of the annual budget estimates from departments for Council
- g) Monitor and control spending within program budgets established by Council
- h) Make routine expenditures on a daily basis until the annual budget is adopted by council.
- i) Call for tenders
- j) Purchase goods, services or work
- k) Award contracts
- l) Conduct negotiations for land purchases, annexations, etc.
- m) Attend meetings of Council and other meetings as Council directs

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- n) Council may delegate the authority for other matters excepting those listed in Section 127 of *The Municipalities Act* which must be dealt with by the council.
- o) Give written notice for the unpaid fees of a building contract.
- p) Sign the Securities Register as designated officer as required by the bylaw in place
- q) Maintain debenture register and other duties relating to debenture transactions.
- r) Certify the date on which tax notices are sent.
- s) Prepare and send amended tax notices when required.
- t) Provide receipt for tax payment on request of tax payer or agent.
- u) Apply partial tax payments on arrears first and if undesignated decide to which taxable property or properties the payment is to be applied.
- v) Removal of tax lien if all arrears are compromised or abated.
- w) Issue tax certificates.
- x) Proof of taxes signed by a designated officer.
- y) Transfer special assessments to the tax roll.
- z) Submit school liability in a timely manner.
- aa) Collection of amusement tax.

XXXXXXXXXX agrees to perform any other necessary tasks that may be required, and that have been deemed reasonable for an employee of that title.

Conditions:

- Every employee is entitled to harassment-free work environment as outlined in Harassment Policy in Town Policy Manual
- Town Policy Manual is available at the Town Office

Probation

New employees will be employed on a probation period of three (3) months to a maximum of six (6) months. A personal interview or written appraisal after the probationary period is completed will confirm permanent employment, or in the event that either the employer or the employee is dissatisfied, will terminate employment.

Work Schedule

XXXXXXXXXX shall work 80 hours per bi-week period (26 pay periods annually) in accordance with Town of Yyyyyyy requirements, and Provincial safety and compliance regulations.

The proposed work schedule shall be Sunday to the following Saturday for total of 70 hours per two week period, Monday- Friday 9am-5pm. This may change if approved by the Council.

XXXXXXXXXX will be entitled to the Statutory Holidays listed below:

New Years Day	Family Day	Good Friday
Victoria Day	Canada Day	Saskatchewan Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

If the statutory holiday falls on an employee's day of rest, the employee will be granted an additional day off.

Wages and Deductions

Town of Yyyyyyy agrees to pay XXXXXXXXXXXX, wages in the amount of \$2115.00/bi-week pay period at time of signing of contract.

Monetary adjustments will be made based on the performance and completion of tasks and responsibilities as outlined in the Town Policy Manual. Failure to perform the tasks,

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responsibilities and duties will be taken into consideration during the annual employee review. Council will consider any unusual events during the year that may affect the successful completion of the tasks.

Advancement and promotions will be recommended by the Council for their ratification.

The Administrator will report and take direction from only the Council.

Wages shall be paid at regular intervals of bi-weekly pay periods.

Town of Yyyyyyy agrees to deduct all requisite taxes and submit all payable deductions as required by law including, but not limited to employment insurance, income tax, and Canada Pension Plan.

Benefits

For the duration of this contract, XXXXXXXXXXXX, as administrator, will be eligible for benefits.

The Town shall pay benefits for XXXXXXXXXXXX, which shall include basic life insurance and accidental death & dismemberment, as well as dental and health and prescription drug costs for XXXXXXXXXXXX, her spouse and eligible children (up to 18 years) that are not covered by Saskatchewan Health Plan.

XXXXXXXXXXXX will be responsible for one half of the cost of short and long term disability premiums.

Optional life insurance coverage costs shall be the sole responsibility of the XXXXXXXXXXXX.

The Town shall pay for vision care for the XXXXXXXXXXXX, her spouse and eligible children (up to 18 years) to a maximum of \$100.00 every two years for eye examination, and up to \$300.00 every two years for eye glasses or contact lenses.

The Town shall pay one-half of the XXXXXXXXXXXX's pension premium as required by the Municipal Employees Pension Act.

Vacation

Holidays will be given as follows:

- 15 working days after one year continuous employment (3 weeks)
- 20 working days after 10 years continuous employment (4 weeks)
- 25 working days after 20 years continuous employment (5 weeks)

Holidays earned may be taken in part or in whole only after time is earned.

Employee must submit a written request for holidays a minimum of two weeks for each week of holidays requested prior to the start date of holidays requested.

All holiday requests must be approved by the Chairman of the Transportation Committee or the Mayor.

Special Time Off With Pay

Under special circumstances XXXXXXXXXXXX will be granted time off with pay up to a maximum of six (6) eight (8) hour days per calendar year or four hours/month. Employees will accumulate unused days each calendar year.

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No pay out of accumulated days shall be made except when an employee is required to be absent as provided hereinafter;

Special time off with pay may be taken for:

- o Illness or non-occupational accidents of the employee
- o Illness of the spouse or child of an employee if such illness causes hospital confinement or bed confinement of the spouse if so directed by a doctor. **See Below
- o Attending a member of the employee's immediate family due to critical nature of their illness or injury. The spouse, child, mother, father, sister, brother and grandparents shall be recognized as immediate family. **See Below
- o Dental appointments of the employee.
- o Appointments to see an eye specialist or optometrist for examination.

Pay will commence on the second consecutive work day of absence except:

- o If an employee is hospitalized or is off work due to an accident it will become effective on the first day.
- o For dental appointments of the employee only, it will become effective on their first work day. For eye examination appointments only, it will become effective on their first work day. An employee will be limited to sixteen (16) hours per calendar year for dental appointments and limited to eight (8) hours per calendar year for eye examination appointments.

An employee is eligible to be paid for the first day of sick leave only if the employee has not used a sick day within the previous 60 calendar days. Sick leave eligibility will be reviewed by Council annually.

**Pay will be limited to a maximum of two (2) consecutive work days on any one instance except as substantiated by the employee and accepted by the town. Then the period will be extended to a period sufficient for the purpose, but in no case longer than the accumulated "special time off with pay" held by the employee at the time. The paid benefit shall commence on the second day of absence of the employee. If an employee leaves work because of illness during the first half of the work day, that day will be counted as his waiting period.

In order to receive special time off with pay the employee will provide the town with a medical certificate or other proof of entitlement as may be required by the town.

An employee unable to produce a medical certificate shall lose salary to the equivalent of sick leave that was taken without justification.

Any employee who will not be reporting to work due to injury or illness must contact her supervisor to advise them that he/she will not be able to present themselves for work. The employee shall advise the Council by 8:00 am for the first day.

Sick leave without pay may be granted at the sole discretion of Council.

XXXXXXXXXX shall be eligible for one (1) 8 hour personal day per year with pay. Time taken for a personal day will be offset by time accumulated for sick days and only if the employee has earned sick days that have not been used. A personal day may not be carried over from year to year.

Overtime / Lieu Time

Where conditions necessitate overtime such as council or special meetings or emergencies, the employee may bank "lieu" time hours. Banked "lieu" time hours will be accumulated and paid at the regular rate of pay in effect at that time.

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Use of banked "lieu" time is to be authorized by the Council in cooperation with administrative assistant to ensure office hours are covered.

A request for use of banked "lieu" time must be in writing and received at the Town Office one week in advance. Authorization will be given in writing.

No banked "lieu" time is to be taken unless it is earned.

Leave of Absence

Leave of absence with pay for reasons of pressing necessity will be given when absence from work is necessary due to an emergency in the employee's immediate family.

For bereavement in the immediate family, leave may be granted on the basis of one (1) day for traveling, one (1) day to make arrangements and one (1) day to attend the funeral. If extended travel and time necessitates, an additional day may be granted.

To serve as a pallbearer, one-half (½) day may be given, or where travel is required one (1) day may be given.

Leave of absence will be granted when an employee is subpoenaed for jury duty or as a court witness. There will be no loss of pay during this time; however, any monies shall be returned to the town.

Council may grant leave of absence *without pay* to any employee requesting such leave for a good and sufficient reason. Such requests shall be in writing and submitted to the administrator.

Training

The Town will pay the cost of training needed for the any or all Town positions as determined by Council. If the employee leaves employment within one year of training, training costs will be withheld from last pay cheque.

Discipline

Rules are set forth to ensure Town operations run without interruptions and employees are treated fairly and in accordance with Saskatchewan Labour Standards.

The Town of Yyyyyyy Council reserves the right to delete, amend or correct the policy from time to time.

Rules are general and may not cover all situations. If the situation is not covered by the rules, the Town of Yyyyyyy Council shall not be restricted from taking disciplinary action.

The degrees of discipline are progressive to allow employees to correct their performance. Steps may be eliminated or bypassed at Council's discretion depending on:

- Number of offences involved
- Seriousness of offences
- Interval between offences
- Employee response to prior disciplinary action
- Previous work history

Discipline Action	Verbal Warning	Receive verbal warning Noted in employee file
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Written Warning	Formal notice of a serious infraction Document specific details of infraction, action that is required, consequences if conduct continues Noted in employee file
Suspension	Off work without pay Noted in employee file
Termination	Other disciplinary actions not effective

Minor Offences will remain in employee record for 12 months after which time the offence will no longer be considered for disciplinary action.

1 st offence	verbal warning
2 nd offence	written warning
3 rd offence	1 day suspension

Types	<ul style="list-style-type: none">-violate safety rules-create unsafe conditions-coerce, intimidate or bully others-spread false reports-not report injuries or damages immediately-not perform work satisfactorily or efficiently-not notify supervisor of absenteeism-late for work-smoke in unauthorized areas-excess time spent on personal issues-use of cell phone when driving-not follow directions
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Major Offences will remain in employee record for 18 months after which time the offence will no longer be considered for disciplinary action

1 st offence	written & 3 day suspension
2 nd offence	suspension to be determined by type of offence

Types	<ul style="list-style-type: none">-violate safety rules-unsafe actions-damage town or personal property-assault or threaten others-convicted of criminal offence-use of intoxicants or narcotics on town property-dishonesty-conduct that is offensive or abusive-unauthorized use of town vehicles-insubordinate to directions/instructions of supervisor
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Workplace Safety Insurance (Workers Compensation)

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Town of Yyyyyyy agrees to register XXXXXXXXXXXX under all relevant provincial/territorial government insurance plans.

Town of Yyyyyyy agrees not to garnish funds from XXXXXXXXXXXX's wages for the purposes of paying this type of insurance.

Notice of Resignation

In the event that XXXXXXXXXXXX wishes to terminate this contract of employment, XXXXXXXXXXXX, agrees to provide Town of Yyyyyyy with written notice of that intention a minimum of seven days in advance.

XXXXXXXXXXXX will be required to turn in all Town of Yyyyyyy property specifically: Keys

Termination of Employment

XXXXXXXXXXXX may only be discharged upon the authority of the Council. The Mayor may suspend an employee but shall immediately report such actions to the Council. XXXXXXXXXXXX shall be advised promptly, in writing, by the Council of the reason for such dismissal.

Should it be found upon investigation that XXXXXXXXXXXX has been unjustly suspended; XXXXXXXXXXXX shall be immediately reinstated in his former position and shall be compensated for all time lost.

Hiring and firing of the Town employees will be at the discretion of Council.

In the event that Town of Yyyyyyy Council elects to effectively terminate this contract, XXXXXXXXXXXX will be provided with compensation as determined by the Saskatchewan Employment Act.

In the event of any breach of contract by XXXXXXXXXXXX of any of the terms of this employment contract, Town of Yyyyyyy may terminate employment without notice and with compensation to XXXXXXXXXXXX only to the date of said termination.

It is further agreed that any breach or evasion of any of the terms of this employment contract by either party will result in immediate and irreparable injury to the other party and will authorize recourse to injunction and or specific performance as well as to all other legal or equitable remedies to which such injured party may be entitled under this Agreement

Confidentiality

XXXXXXXXXXXX agrees not to disseminate any Town of Yyyyyyy confidential information for the duration of his employment with Town of Yyyyyyy.

No Discrimination

The Town of Yyyyyyy, its servants and agents agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, national or ethnic origin, color, sex, age, political or religious affiliation.

Agreement Outside the Contract

This Contract contains the complete employment agreement between Town of Yyyyyyy and XXXXXXXXXXXX and shall, as of the effective date, supersede all other agreements between them.

XXXXXXXXXXXX agrees that they have entered into this contract under his own volition, and is of sound mind and body.

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Modification of the Employment Contract

Any modification of this Employment Contract or any additional obligation assumed by either XXXXXXXXXXXX or Town of Yyyyyyy in connection with this Employment Contract shall be binding only if supported by written documents signed by each party or an authorized representative of each party.

Effect of Partial Invalidity

The invalidity of any portion of this Employment Contract will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, both XXXXXXXXXXXX and Town of Yyyyyyy agree that all remaining provisions shall be deemed to be held in full force and effect as if they had been executed by both parties subsequent to the deletion of the invalid provision.

Legal Compliance

All agreements, covenants and declarations in this agreement have been designed to comply with the employment laws of Saskatchewan. This contract will be subject to all Provincial, Territorial and Federal employment legislation.

Any legal action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of Saskatchewan shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

No Waiver

In the event that either party fails to enforce any of the terms or conditions of this Employment Contract shall not be grounds for the waiver of this Employment Contract. Regardless of any previous failure to enforce the terms or conditions of any part of this Employment Contract, the validity of this Employment Contract will remain un-impeached and remain in full force and effect as if no such failure or waiver had transpired.

In witness whereof the parties state that they have read and accepted all the terms and conditions stipulated in the present contract.

Employee Name

Employer

Authorized Signature

Authorized Signature

SIN# _____

DATE _____