



CORPORATION OF THE TOWNSHIP OF ESQUIMALT

COUNCIL POLICY

TITLE: Terms and Conditions of Employment for Officers, Managers, and Exempt Employees	NO. PER - 05
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POLICY:

The Township values its Officers, Managers, and Exempt Employees and desires to optimize their recruitment, retention and performance.

From time to time Council will revise the terms and conditions of employment (other than those established by statute or regulation) that are intended to encourage high performance as well as to provide job satisfaction. Some of these revisions will be based upon research, including periodic compensation reviews, with comparator municipalities.

This Policy sets out several terms and conditions of employment applicable to Officers, Managers, and Exempt Employees. In the event of conflict between any provision of this Policy, any statute, bylaw, resolution or other policy and any contract of employment, the contract prevails.

PROCEDURES:

1. APPOINTMENT

- (a) All letters of appointment, issued by the Chief Administrative Officer for all Officers and Managers, and issued by Officers for Managers and Exempt Employees, and signed in agreement by the subject person, form *de facto* contracts of employment between the Township and the Officer, Manager, or Exempt Employee.
- (b) The oath of office for Officers shall be in the form attached as Schedule "A" hereto.

2. PROBATION

- (a) Each Officer, Manager, and Exempt Employee shall serve a probationary period of ~~one year~~ six months during which their performance will be assessed against standard expectations of performance.
- (b) During the probationary period, an Officer, Manager, or an Exempt Employee may be dismissed for cause or without cause, subject to compliance with Sections 151 and 152 of the *Community Charter* and in accordance with clause 14 hereof.

3. REMUNERATION

- (a) Commencing with the year 2014, the Township will survey comparator municipalities every fourth year to determine whether any adjustments are necessary to maintain fair, comparative and equitable salaries. During the intervening three years between survey comparators, salary adjustments will be equivalent to the CUPE increase for the relevant year, and IAFF for Fire Rescue Services exempt staff.

EFFECTIVE DATE: September 2019 <u>2524</u> , <u>20192024</u>	APPROVED BY: Council CAO – Clarification	REFERENCE: <u>ADM 24-059</u> ADM-18-024 ADM-17-026	AMENDS: <u>September 25, 2019</u> August 27, 2018 Dec 4, 2017 May 11, 2015	PAGE 1 OF 4
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- (b) Salaries for each position will be maintained in four-step ranges. Ranges for one or more positions which are rated to be of similar value will be identical.
- (c) Appointments may be made at any step in a range dependent upon each Officer's, Manager's, or Exempt Employee's credentials and/or any relevant circumstances at the discretion of the Chief Administrative Officer.
- (d) Salary increases are generally awarded upon successful completion of probation and annually thereafter, at the discretion of the Chief Administrative Officer.
- (e) ~~Notwithstanding the above, the Fire Department Assistant Chief salaries are set at a minimum of 5% above the highest IAFF Local 4264 salary, and the Fire Department Chief salary is set at a minimum of 10% above the highest Assistant Chief salary.~~

4. SICK LEAVE

- (a) Officers, Managers, and Exempt Employees ~~who~~ work an 1820 hour year and earn sick leave credits at the rate of one and one-half working days per month to a maximum accumulation of 910 hours (or one-half year).
- (b) All Officers, Managers, and Exempt Employees are entitled to one year's credit of sick leave days in advance of earning them.

5. PAID HOLIDAYS

Paid holidays include: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day, plus any other day proclaimed as a holiday by Parliament, the BC Legislature or the Township Council.

6. FAMILY ILLNESS

When no person other than the employee can provide for the needs during illness of an immediate member of his or her family, an employee, upon approval by the Employer, may be entitled to use a maximum of three (3) accumulated sick leave days per year for this purpose.

7. VACATION

- (a) Manager and Exempt Employees' vacation entitlements are based on a 7 hour day (1820 hours annually) and are earned per calendar year of service (pro-rated for year of hire and/or termination) on the following basis, for those working a 7 hour day:
 - up to and including 8 years - 20 working days;
 - 9 to 16 years - 25 working days;
 - 17 to 25 years - 30 working days;
 - over 25 years - 35 working days.

EFFECTIVE DATE: September 25 <u>24</u> , <u>2019</u> <u>2024</u>
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APPROVED BY: Council CAO – Clarification
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REFERENCE: <u>ADM 24-059</u> ADM-18-024 ADM-17-026
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AMENDS: <u>September 25, 2019</u> August 27, 2018 Dec 4, 2017 May 11, 2015

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- (b) Officers' vacations entitlements are based on a 7-hour day (1820 hours annually) and are earned per calendar year of service (pro-rated for year of hire and/or termination] on the following basis, for those working a 7 hour day:
- up to and including 8 years - 25 working days;
 - 9 to 16 years - 30 working days;
 - 17 to 25 years - 35 working days.

- (c) ~~Approved vacations must be entered into the Township's Vacation Scheduler no later than March 31st of each year. It is expected that exempt employees use their vacation entitlement in the year it is earned, but can carry over a maximum of 5 days, provided it is taken in the following year, as outlined in the management policy entitled Scheduling and Carry-Over of Annual Vacation for CUPE and Exempt Employees.~~

8. COMPENSATORY TIME

In addition to vacation entitlement pursuant to Clause 7 hereof, Officers and Managers shall be entitled to five additional working days in each calendar year (pro-rated for year of hire and/or termination) as paid leave in recognition of hours worked beyond the normal work schedule. Employees that are exempt from the Union, but not Officers or Managers, will be compensated by way of overtime for pre-approved hours worked beyond the normal work schedule.

9. HEALTH AND OTHER BENEFITS

The premiums for all ~~health (BCMSP), life insurance, long term disability benefits,~~ extended health, including dental, optical, hearing and other related benefits provided by the Township's carrier(s) are fully paid by the Township, ~~with the exception of Long Term Disability which each Officer, Manager, and Exempt Employee pays fully (thus rendering any benefits tax free).~~ Both the employer and employee contribute to the Municipal Pension Plan.

10. WORKERS' COMPENSATION

Any Officer, Manager, or Exempt Employee who, while on duty, suffers an injury of a kind for which compensation is provided under the *Workers' Compensation Act* shall continue to receive ~~his or her~~their full salary until ~~he or she~~they returns to duty or until ~~he or she~~they receives a Workers' Compensation Act Disability Allowance, provided that if ~~he or she~~they receives any compensation from the Workers' Compensation Board in respect of the period when ~~he or she~~they received full pay from the Township, ~~he or she~~they shall reimburse the Township in an amount equal to the compensation received.

11. DEATH OF OFFICER, MANAGER, OR EXEMPT EMPLOYEE

~~In the event of the death of an Officer, Manager, or Exempt Employee while in the employment of the Township, the Corporation shall pay to the beneficiary of the deceased Officer, Manager, or Exempt Employee one (1) month's salary in respect of continuous employment of five (5) years or less or two (2) months' salary in respect of continuous employment of more than five (5) years at a rate applicable for the last full month of the said deceased Officer, Manager, or Exempt Employee's employment.~~

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12. TEMPORARY APPOINTMENT

(a) Acting appointments for any Officer, Manager, or Exempt Employee position may be made from time to time by the Chief Administrative Officer at ~~their~~ ~~his or her~~ discretion.

(b) An Officer, Manager, or Exempt Employee ~~that who~~ has been appointed to such Acting position shall be compensated ~~by a 5% increase in their regular rate of pay during such period of appointment. accordingly, and will receive the rate of pay equal to the first step in the position they are acting in for the duration they are appointed to the higher position.~~

13. LONG SERVICE RECOGNITION

Upon resignation or retirement of an Officer, Manager, or Exempt Employee, such Officer, Manager, or Exempt Employee shall be paid one month's salary at the rate applicable for the last full month of the Officer, Manager, or Exempt Employee's employment for each ten (10) years of continuous employment. In addition, for each complete year of service in excess of the aforementioned ten (10) years calculation, a further ten per cent (10%) of the Officer, Manager, or Exempt Employee's current monthly rate of pay shall also be paid to the Officer, Manager, or Exempt Employee.

14. TERMINATION

(a) Termination of Officers shall be in accordance with the Section 16 of the Officers Bylaw, 2011, No. 2777.

(b) The Chief Administrative Officer may at any time terminate the employment of a Manager or Exempt Employee for cause without any period of notice or compensation.

(c) The Chief Administrative Officer may at any time terminate the employment of a Manager or Exempt Employee without cause, as follows:

(i) during the Probationary Period, with payment of 3 weeks' salary, or as otherwise may be required by BC Provincial Employment Standards legislation, as compensation or notice in lieu thereof;

(ii) after completion of the Probationary Period, with payment of one month's salary for every full or part year of employment, such payment not to be less than ~~six~~ ~~four~~ months' salary and not more than 9 months' salary unless otherwise agreed to in writing by the parties.

15. DISPUTES

Any Officer, Manager, or Exempt Employee who has a dispute or difference of opinion in respect of the terms and conditions of ~~his or her~~ ~~their~~ employment or the interpretation of the provisions of this Policy shall submit the particulars thereof to the Chief Administrative Officer, and if the Chief Administrative Officer fails to resolve the matter to the satisfaction of the Officer, Manager, or Exempt Employee, ~~he or she~~ ~~they~~ may appeal the matter to Council.

16. OTHER

The Chief Administrative Officer may make minor deviations in practice from this Policy for individual circumstances, at ~~his or her~~ ~~their~~ discretion. Any major deviations require the prior approval of Council, on an individual basis or as an amendment to this Policy.

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17. MINIMUM BENEFITS/ENTITLEMENTS

Unless otherwise specified, Officers, Managers, and Exempt Employees shall receive benefits and entitlements of not less than those set out in the CUPE Local 374 and/or IAFF Local 4264 Collective Agreements.

EFFECTIVE DATE:
September ~~25~~²⁴,
20192024

APPROVED BY:
Council
CAO –
Clarification

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SCHEDULE "A"

**OATH OF OFFICE FOR OFFICERS OF
THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT**

I, _____ having been appointed to the office of
_____ for the Township of Esquimalt,

do hereby promise and swear/solemnly affirm that:

- (a) I will faithfully, honestly and impartially, to the best of my judgment, knowledge and ability, perform and execute the powers, duties and functions of my Office;
- (b) I will treat all confidential matters and information that comes to my attention, as a result of my Office, in strict confidence;
- (c) I have not received, nor will I receive or accept any payment or reward, or promise of either, in return for the exercise of my powers, duties and functions, other than as permitted by the Township;
- (d) I will not allow my personal interest to conflict with or influence my conduct in performing the duties of my Office; and
- (e) I will comply with all policies and directives of the Township and comply with all applicable laws in the exercise of the powers, duties and functions of my Office.

Sworn/Affirmed before me)
at the Township of Esquimalt, BC)
on the _____ day of _____, 20____) _____
)
)
_____)
Name:)
Title:)
)
A Commissioner for taking affidavits, etc.)

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