

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2005-25

Being a by-law to authorize execution by the Reeve and Administrator of an agreement between the municipality and the Ann Mitchell


THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE
HEREBY ENACTS AS FOLLOWS:

1. THAT the Reeve and Administrator are and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and Ann Mitchell, which Agreement is substantially in the form as attached hereto and marked as Schedule "A".
2. SCHEDULE "A"

Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 8th day of November 2005.


Reeve


Administrator

SCHEDULE "A" TO BY-LAW 2005-25

THIS AGREEMENT entered into this 8th day of November, 2005.

BETWEEN:

The Corporation of the Township of Prince
(the "Township")

AND:

Ann Mitchell
(the "Employee")

CHIEF ADMINISTRATIVE OFFICER EMPLOYMENT AGREEMENT

WHEREAS the Township has by By-Law No. 2005-24 established the position of Chief Administrative Officer ("CAO"); and,

WHEREAS the Township desires to employ the Employee as its CAO and the Employee agrees to accept the Township's offer upon the terms and conditions herein contained;

THEREFORE in consideration of the promises and other good and valuable consideration herein contained, the Parties agree as follows:

1. Position and Term

- 1.1 The Township hereby appoints the Employee to the office of CAO for the Township and the Employee accepts such appointment.
- 1.2 The term of this Agreement shall commence on 21 November 2005.
- 1.3 This Agreement shall be for a term of five years and shall end on 21 November 2010.

2. Employee's Responsibilities

- 2.1 The Employee shall serve as the Chief Administrative Officer of the Township and shall be responsible for exercising general control and management of the affairs of the Township for the purpose of ensuring the efficient and effective operation of the Township as directed by Council, and performing such other duties as are reasonably assigned by Council and shall be accountable to Council for the administration of the Township.
- 2.2 The Employee shall well and faithfully perform the duties assigned to the Employee by the Council of the Township or as prescribed from time to time by Resolution or by-law of the Council of the Township, which duties include, but are not limited to those duties of the Chief Administrative Officer as set forth in the *Municipal Act*.

3. Remuneration

- 3.1 The Township shall pay to the Employee an annual salary of ██████████, effective 21 November 2005 subject to any statutory and other agreed upon deductions, payable in accordance with the regular payroll policies of the Township in existence from time to time. This salary shall be increased as set out in the attached Schedule 'A'.
- 3.2 The Township shall reimburse the Employee the cost of Tuition for Units 3 and 4 of the Municipal Administration Program and for the cost of the final exam, upon successful completion of each unit and upon passing the exam, for a total amount of ██████████.

4. Performance and Evaluation

- 4.1 The Council of the Township shall conduct a performance appraisal of the Employee at the following intervals.
- a) After the first three months of the Term;
 - b) After the first six months of the Term; and
 - c) After 12 months into the Term and annually thereafter.
- 4.2 The Council of the Township reserves the right, in its unfettered discretion, to conduct further or additional reviews and evaluations of the performance of the Employee from time to time.

5. Memberships

- 5.1 The Township will cover the Employee's expense of belonging to: Association of Municipal Managers Clerks and Treasurers of Ontario

6. Health and Welfare Benefits

- 6.1 The Township and the Employee agree that participation in the OMERS pension plan is mandatory and subject to the terms and conditions of the Plan as may from time to time be determined by the Plan.
- 6.2 The Employee is entitled to participate in the other Health and Welfare benefit plans as may be offered from time to time by the Township, subject to the terms and conditions of such plans. The Township shall pay 100% of the billed premium for such plans.
- 6.3 The Parties acknowledge that the Township is currently in the process of developing a short-term disability plan. In the meantime, from the third month from the date of employment to the implementation of the plan, the Township shall provide the Employee with absences due to legitimate illness at no loss of regular salary.
- 6.4 The Employee authorizes the Township to make all necessary payroll deductions and to convey all necessary confidential information for the Employee's participation in the above plans or any benefit plan arrangements provided for in this Agreement.

7. Vacation

- 7.1 The Employee shall be entitled to an annual vacation according to Schedule 'A'.
- 7.2 The Employee shall notify the Reeve or Council, in the absence of the Reeve, prior to taking any vacation or other time off, and the Employee shall designate a department head as acting CAO during the absence.

8. Probationary Period and Termination

- 8.1 There shall be a probationary period of six months from date of hire. During this period, the Parties agree that the Township may terminate the Employee at its sole and unfettered discretion.
- 8.2 The Township may terminate this Agreement at any time for just cause without notice or compensation in lieu thereof.
- 8.3 Upon completion of the probationary period, the Township may terminate this Agreement for any reason, in its unfettered discretion, by providing to the Employee six months' advance written notice to that effect, or, payment in an amount equivalent to six months' salary, less required deductions. It is acknowledged and agreed by the parties that the provision of such payment is reasonable and adequate and will fulfill all requirements for notice or payment in lieu thereof, to which the Employee is entitled arising out of termination of this Agreement or any other statute governing the employment of the Employee.
- 8.4 The Employee may terminate this Agreement by providing to the Township two months' advance written notice to that effect.
- 8.5 Upon termination of this Agreement as set forth in this Section 9, the Employee shall have no further claims against, or be entitled to any further remuneration or compensation from, the Township.

9. Automobile

- 9.1 The Township shall pay an automobile allowance in the amount of \$0.39 per kilometre for 2005 and as established by Council in subsequent years, paid quarterly while on municipal business, to the Employee as reimbursement for use of the Employee's personal automobile on behalf of the Employer. The Employee acknowledges and agrees that for the purposes of the *Income Tax Act*, the automobile allowance has been based on the cost of operating a personal vehicle and is designed not to be a taxable benefit and subject to taxes and deductions, but that if this automobile allowance is determined at any future date to be a taxable benefit, then the Employee shall be solely responsible for all resulting taxes and deductions.

10. Miscellaneous

- 10.1 The Employee shall at no time engage in conduct, either professionally or personally, in such a manner as to bring the Township or its representatives or officers, into public disrepute or ridicule and the parties hereto agree that breach of this Section constitutes just cause for immediate termination of this Agreement in accordance with Section 9.1 hereof.
- 10.2 The Employee shall devote the employee's full time and attention to properly and competently discharging the duties set out in this Agreement.
- 10.3 The Employee shall not commence any employment for or with any other person during Term unless specifically authorized to do so in advance, in writing, by the Council of the Township at its absolute discretion.
- 10.4 The Employee acknowledges that any information whatsoever of which the Employee may become aware during the course of his employment with the Township shall be held by the employee in strictest confidence and shall not be released without the prior written approval of the Council of the Township.
- 10.5 Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:
- a) Personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
 - b) By facsimile or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - ii) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
 - c) By mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received 72 hours after the date it is postmarked. In the event of a postal interruption, no notice sent by means of the postal system during or within seven days prior to the commencement of such postal interruption or seven days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

Except as herein provided, Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by

hand or courier, or three days after the same has been mailed in a prepaid envelope by registered mail to:

- i) the Township;
- ii) the Employee;
- iii) such other address as each party may from time to time direct in writing.

10.6 This Agreement is not assignable, either in whole or in part.

10.7 This Agreement shall be governed by the laws of the Province of Ontario.

10.8 This Agreement constitutes the entire Agreement between the parties, and there have been no additional representations or warranties.

11. Independent Legal Advice

11.1 The Employee hereby acknowledges and confirms that the Employee was advised by the Township to obtain independent legal or other professional advice and that by executing this Agreement, the Employee hereby confirms that the Employee has had the opportunity to seek independent legal or professional advice prior to executing this Agreement and has either:

- a) Obtained such legal or other professional advice; or
- b) Waived the right to obtain such independent legal or other professional advice.

IN WITNESS WHEREOF the Employee has signed in the presence of the witness and the Township has hereunto affixed its seal as witnessed by signature of its proper signing officers duly authorized in that behalf as of the day and year first above written.

CORPORATION OF THE TOWNSHIP OF PRINCE

Reeve

Administrator

SIGNED, SEALED and DELIVERED
in the presence of:

_____ Name)
 _____ Address)
