

THE TRAIL AND DISTRICT PUBLIC LIBRARY

1051 Victoria Street, Trail, B.C. V1R 3T3

Telephone: (250) 364-1731

MEMORANDUM OF AGREEMENT entered into this ...th.... day of, 2009.

BETWEEN:

The Board of the Trail and District Public Library,
A Municipal Library established by bylaw of the City of Trail
as per Section 3 of the *Library Act (1996)* of the Province of
British Columbia,

(Hereinafter referred to as the “Board”)

OF THE FIRST PART,

AND: MR/S FIRST LASTNAME

(Hereinafter referred to as the “Employee”)

OF THE SECOND PART.

WHEREAS the Board and the Employee have agreed to enter into an employment relationship:

NOW THEREFORE THIS AGREEMENT WITNESSES that the same parties here to do covenant and agree with each other as follows:

SECTION 1. Appointment and Term.

1.1 The Board hereby employs the Employee as Chief Librarian (also designated Library Director) of the Trail and District Public Library.

1.2 The appointment shall be for a period of three (3) years, commencing MONTH XX, 2009 (the “**Commencement Date**”), and ending MONTH XX, 20XX. This agreement may be terminated earlier in accordance with provisions herein.

1.3 The term of the appointment under Section 1.2 includes an initial probationary term, beginning the Commencement Date and ending six (6) months later (the “**Probationary Term**”).

1.4 If the Board should decide not to renew this Agreement, it must, prior to the end of the term, provide the Employee with notice in writing of the Board’s decision. The length of notice, which shall be not less than one (1) month, will be according to the provisions of Section 7.1 (a).

1.5 Instead of providing notice under Section 1.4, the Board may elect to pay the Employee a lump sum of salary equivalent to the Employee's earnings in the period of notice under Section 1.4.

1.6 If the Employee elects not to renew this Agreement, she must provide the Board with notice in writing of her decision at least thirty (30) days prior to the expiry of the term of the Agreement.

SECTION 2. Duties and Responsibilities.

2.1 The Employee shall perform and discharge the duties and responsibilities of Chief Librarian as set out in the position description attached to this Agreement as Schedule "A" and as prescribed by statute, to the satisfaction of the Board.

2.2 The Board will review and appraise the Employee's performance of the Duties of Chief Librarian in the month of June in each year of this Agreement, and will inform the Employee of its appraisal in writing.

2.3 The Employee undertakes not to enter into employment for or with any other party during the term of this Agreement. Notwithstanding the foregoing, the Employee, with the prior approval of the Board, may accept part-time engagements to teach courses and to participate in seminars and panels organized by Library Associations, and to keep all fees and honoraria earned there from.

2.4 The Employee acknowledges and agrees that any confidential information of which she becomes aware of in the course of her duties as Chief Librarian shall be held in strictest confidence by her and not divulged without the expressed approval of the Board.

SECTION 3. Remuneration.

3.1 The Board shall pay the Employee an annual gross salary of \$XX,XXX in bi-weekly payments, in addition to any employment benefits to which the Employee is entitled under this Agreement.

3.2 The Board will review the Employee's annual salary in conjunction with the Employee's annual performance review defined in Section 2.2. Any increase in the Employee's annual salary shall be at the sole discretion of the Board.

SECTION 4. Benefit Plans.

4.1 The Employee shall be entitled to participate in all benefit plans which may be made available to the managerial group of employees of the City of Trail. The current benefits, for which the Board will pay the total premiums, are:

- (a) Health care insurance plan;
- (b) Major medical and supplementary hospital plan;
- (c) Group dental plan;
- (d) Group life insurance.

At the election of the Employee, coverage under the first three health benefit plans will be extended to spouse and children of the Employee. The Employee shall also be entitled to participate in an income replacement plan (Long Term Disability plan), with the Employee paying 100% of the premiums.

4.2 The Employee agrees that the liability of the Board or of the City of Trail under any benefit plan is limited to the payment of the premiums, whether provided by the Board or by the Employee, and that neither the Board nor The City of Trail is the insurer if any group plan carrier denies coverage.

4.3 The Employee understands and agrees that the provisions of benefits deriving from the benefit plans are subject to the policies of insurance between the City of Trail and the several plan carriers, and to the exclusions contained herein.

4.4 The Employee shall be enrolled in the Municipal Superannuation Plan of the Province of British Columbia and the periodic contributions made to the plan by the Employee and the Board shall be as required by the *Pension (Municipal) Act*.

4.5 The Employee authorises the Board to make all required deductions from the Employee's salary, and to convey personal information required by benefit plan insurers for the Employee's coverage by current and future group benefit plans.

4.6 The Employee authorises the Board to deduct from her salary all amounts required by law to be made by the Employer, including but not limited to, Superannuation and income tax payments, Canada Pension Plan contributions, and Employment Insurance premiums.

SECTION 5. Associations and Continuing Education.

5.1 The Employee may apply from time to time to the Board for permission to engage in professional development courses and seminars. When the Board agrees to such an application, the sharing of costs arising between the Employee and the Board will be negotiated in each case.

5.2 The Employee is encouraged to seek and retain membership in organisations and associations related to her profession and position, within Canada and within the province of British Columbia. Subject to approval of the Board in each instance, she may attend annual meetings and other sessions of such organisations. The Board will consider time so devoted to be recompensable as part of the Employee's normal work schedule and the Board will pay such part of the costs for the Employee's attendance as may be negotiated for each event.

SECTION 6. Vacation and Statutory Holidays.

- 6.1** The Employee shall be entitled to an annual vacation of **NUMBER (XX)** plus five (5) working days off in lieu of overtime in each full year of employment. In the first six months of employment the vacation and overtime time off earned will be half the annual amount. All vacation must be taken at a time acceptable to both the Employee and the Board.
- 6.2.** If this Agreement is terminated for any reason, any of the Employee's outstanding vacation leave entitlement, as set out in Section 6.1, shall be paid to the Employee, calculated by prorating the entitlement to the employment period.
- 6.3.** The Employee will receive ten (10) statutory holidays per year, as specified by the *Employment Standards Act* of the Province of British Columbia. In addition, the Employee will receive one (1) further vacation Day (floater) in the calendar year, to be taken at a time convenient to both the Employee and the Board.

SECTION 7. Termination.

- 7.1** The Board may terminate the Employee's employment under this Agreement without just cause by:
- (a) providing the Employee one (1) month written notice of termination for every year of service from the Commencement Date to a maximum of twelve (12) months. Or:
 - (b) providing to the Employee an amount of severance pay equal to the normal earnings of the Employee in the notice period defined in Section 7.1 (a).
 - (c) Alternatively, the Board may choose to provide to the Employee a combination of notice of termination and of severance pay that is equivalent to the period of notice of termination and of severance pay that is equivalent to the period of notice defined in Section 7.1 (a).
 - (d) If the Board should terminate the Employee's employment within the Probationary Term, the amount of notice and severance pay due to the Employee shall be as stipulated by the *Employment Standards Act* of the Province of British Columbia.
- 7.2** For the purposes of Sections 7.1 (b), 7.1 (c) and 7.1 (d) "severance pay" means the Employee's regular salary earned in the notice period defined Section 7.1 less the period of notice prior to the date of termination, from which sum all statutory deductions shall be made before payment to the Employee.
- 7.3** Severance pay may be paid to the Employee as a lump sum or in periodic Payments, as the Board may choose.

7.4 The Board may terminate the Employee's employment for just cause (on the affirmative vote of at least a majority of all the members of the Board) without notice and without severance pay compensation in lieu of notice.

7.5 This Agreement may be terminated by the Employee by giving four (4) weeks notice to the Board in writing.

SECTION 8. Miscellaneous.

8.1 Any notice under this Agreement shall be deemed to be valid if given in writing and delivered by hand as follows:

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|----------------------|---|
| (a) To the Board: | To the Chairperson, at the Trail and District Public Library, at 1051 Victoria Street, Trail BC |
| (b) To the Employee: | at the Employee's residential address, provided to the Board by the Employee. |

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

8.3 This Agreement shall be governed by the laws of the Province of British Columbia.

8.4 This Agreement is the sole Agreement between the parties hereto, and supersedes all earlier agreements, communications or representations, whether verbal or in writing, with respect to the appointment of the Employee by the Board to the position of Chief Librarian.

8.5 The Board and the Employee may agree together to amend, modify or vary any of the terms and conditions contained in this Agreement while it remains in force, provided such agreed change is only effective if made in writing and signed by both parties.

8.6 In the event that any provision of this Agreement shall be deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full effect.

8.7 The Board recommends to the Employee that she seek legal and Accounting advice regarding the terms of this Agreement, and that she take adequate time to study it with advisors prior to signing it. The Employee acknowledges having received this recommendation from the Board.

IN WITNESS OF AGREEMENT UPON AND ACCEPTANCE OF THE TERMS OF THE ABOVE CONTRACT the Employee has hereunto placed her hand on her own behalf, and the Chairperson of the Board has placed her hand on behalf of the Board.

TRAIL & DISTRICT PUBLIC LIBRARY

Per: _____X
Brian Volpatti, Chairperson

Dated: _____

MR/S. FIRST LASTNAME

Dated: _____

Signed and Delivered in the presence of:

WITNESS to the signature MR/S FIRST LAST NAME

_____X

Address

Occupation

Dated: _____, 2009