

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 05-620

Being a by-law to provide for the appointment of a Chief Administrative Officer/Clerk and to define the duties of the office of the Chief Administrative Officer/Clerk.

WHEREAS the Municipal Act S.O. 2001, c. 25, section 229, provides for the appointment by by-law of a Chief Administrative Officer;

AND WHEREAS the Council of the Corporation of the Municipality of Temagami considers it desirable and expedient to appoint a Chief Administrative Officer/Clerk and then prescribe his duties.


NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

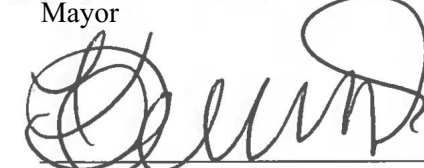
That Brian Koski be and is hereby appointed as Chief Administrative Officer/Clerk of the Corporation of the Municipality of Temagami and is hereinafter referred to as the "Chief Administrative Officer/Clerk" or "C.A.O./Clerk" with duties as outlined in Schedule "A" to this by-law effective September 6, 2005.

By-law 04-566 is hereby repealed.

Read a first and second time this 28th day of July, 2005.

Read a third time and finally passed this 28th day of July, 2005.


Mayor


CAO

THIS EMPLOYMENT CONTRACT made this day of 2005.

BETWEEN:

The Corporation of the Municipality of Temagami
(hereinafter referred to as the "Corporation")

AND:

Brian Koski
(hereinafter referred to as the Chief Administrative Officer/Clerk)

WHEREAS the Corporation intends to appoint Brian Koski to the office of Chief Administrative Officer/Clerk.

NOW THEREFORE WITNESSETH in consideration of services rendered to the Corporation, the payment of the sum of two (\$2.00) dollars and other goods and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

TERMS OF EMPLOYMENT AND DUTIES

Brian Koski shall perform the duties and exercise the functions of Chief Administrative Officer/Clerk. The duties and responsibilities include those detailed in Schedule "A", attached hereto and forming part of this agreement, and those other duties and responsibilities as may be assigned from time to time by the Corporation.

This is schedule "A" to By-law No. 05-620 between the Municipality of Temagami and the Chief Administrative Officer/Clerk Dated this day of ,2005.

Position Description

Title: Chief Administrative Officer/ Clerk

Location: Welcome Centre

Name: Brian Koski

Duration: This is a permanent position commencing September 6, 2005 with a probationary period from September 6, 2005 to December 31, 2005.

General Purpose

Performs high level administrative technical and professional work in directing and supervising the administration of municipal government.

Supervision Received

Brian Koski shall report to, be accountable to, and receive authority from the Corporation Council and shall perform his duties in conformity with Council decisions.

Supervision Exercised

The Chief Administrative Officer/Clerk has the authority, with the approval of Council, to appoint, employ, promote, demote, suspend and dismiss all other employees of the Corporation in accordance with procedures contained in the Municipal Act.

Essential Duties And Responsibilities

Direct and manage the business affairs of the Corporation in accordance with the legally authorized by-laws, policies and plans established and approved by Council.

Direct the preparation of plans and programs to be submitted to Council for the construction, maintenance, and rehabilitation of corporate property and facilities, and for the development and improvement of corporate services.

Direct the implementation, management, and evaluation of all by-laws and programs approved by Council.

Organize co-ordinate and present to Council, recommendations arising from administrative operations which require the approval of Council and to propose legislation or resolutions arising from such recommendations.

In accordance with Sections 228(1) of the Municipal Act R.S.O. 2004, the Chief Administrative Officer shall be appointed as Clerk and shall be responsible to the duties as prescribed.

Exercise the financial control over all corporate operations in terms of appropriations approved by Council.

Present to Council, in co-operation with the established Committee, reports and information regarding progress and accomplishments of programs and projects, the status of revenues and expenditures, and the general administrative management of the Corporation.

Direct the codification of all policy decisions of Council and to deal with matters arising from Council decisions in accordance with such established policies without further reference to Council except to regularly report to Council upon action taken.

Direct periodic reviews of the Corporate organization, its structural, management and communication system and to report the outcome of those reviews to Council.

Direct the activities of all Corporation employees through accepted reporting procedures including the statutory duties of such officers as are appointed and whose duties are prescribed by statute.

Designate all communications from Local Boards, Commissions, Advisory Committees and Task Forces, and to ensure action, co-ordination and recommendations to Council.

Obtain the advice of the Town Solicitor, Town Auditor and consultants retained by the Corporation, and the advice offered by various provincial ministries, as deemed necessary.

Attend Council meetings with the consent of the Chair, to speak but not vote thereat.

Without limiting the foregoing, to perform the responsibilities and exercise the powers, which may, from time to time, be assigned to him by the Council. The foregoing responsibilities shall not empower the Chief Administrative Officer/Clerk to have, perform, do or direct any act or matter that would encroach upon the legislative powers of Council.

Peripheral Duties

As may be defined.

Special Requirements

Must be bondable.

Selection Guidelines

The Chief Administrative Officer/Clerk shall not be dismissed from office except for cause and by the provision of a by-law passed at a Council meeting by a two thirds vote of the full Council at such a meeting called for that purpose, subject to the right of appeal in respect of demotion, suspension or dismissal.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The parties hereto shall review the terms and conditions of this contract annually in conjunction with the review of the Chief Administrative Officer/Clerk's performance.

Remuneration

The Chief Administrative Officer/Clerk shall be reimbursed for services performed at the rate of \$75,000.00 per annum, which includes the employees enrollment in the

Corporation's health and medical benefit program, and such other benefits as the Corporation may from time to time extend to its employees, including OMERS.

Remuneration shall be paid on a bi-weekly basis in relatively equal installments. Remuneration shall be subject to minimum deductions made mandatory by any government or regulatory authority, such as Canada Pension Plan, employment insurance and income tax.

Probation

The Chief Administrative Officer/Clerk shall serve from September 6, 2005 until December 31, 2005 on probation, from the date of hire. On the satisfactory completion of the probation period, he will be confirmed in appointment and receive a pay increase of \$3,000.00 per annum on the effective date of confirmation.

Appointment Terms

The Chief Administrative Officer/Clerk shall work an average of 37 A hours per week, which shall reflect the normal hours of work for the position of Chief Administrative Officer/Clerk. It is agreed that, notwithstanding authorized leave, duties shall be performed within a five (5) day work week, specifically Monday, Tuesday, Wednesday, Thursday, and Friday each and every week of the year. Statutory holidays falling within the five (5) day work week shall be considered paid holidays.

Attendance at meetings and overtime, as required and/or authorized, shall be included within the 37 A hour work week, the equivalent time off in lieu will be granted at a mutually convenient time.

It is agreed that the Chief Administrative Officer/Clerk shall be entitled to 15 working days per annum for vacation, to be taken on mutual consent of both parties and one week in lieu of overtime.

It is agreed by the parties that the Corporation shall not be required to pay the following:

- i) past service costs related to any pension plan
- ii) vacation leave other than otherwise specified herein

Termination

The Corporation may terminate this agreement and remove the Chief Administrative Officer/Clerk from the office of Chief Administrative Officer/Clerk at any time without notice or payment in lieu of notice, for just cause.

At the conclusion of this agreement, it is agreed by both parties that no severance shall be payable.

Confidentiality of Information

The Chief Administrative Officer/Clerk shall not discuss to anyone outside the employ of the corporation, without written permission of the Corporation, any aspect of the corporations business except as required in the course of exercising the duties and responsibilities of his position with the Corporation or in accordance with law. The agreement will continue to restrict the Chief Administrative Officer/Clerk's disclosure of such information, after the termination of the relationship with the Corporation or after the expiry of this agreement.

After the termination of the relationship with the Corporation or the expiry of this agreement, the Chief Administrative Officer/Clerk shall promptly return to the Corporation any of the Corporations information, material and other property that may subsequently be in his possession, without further request from the Corporation.

Full Time and Attention

Unless prevented by health or other such sufficient cause, the Chief Administrative Officer/Clerk shall during his engagement by the Corporation, devote the whole of his normal hours of work to the Corporation and shall not engage in any new business or occupation or become a director, manage, or agent for any other corporation, firm or individual where such activity conflicts with or detracts from the performance of his duties of Chief Administrative Officer/Clerk and his fair representation of the Corporation.

Entire Agreement

This agreement contains the entire agreement between the parties respecting the engagement of the Chief Administrative Officer/Clerk by the Corporation, and the parties agree that there are no representations, warranties, collateral agreements, conditions, inducements or promises, oral or otherwise, affecting this agreement other than as set out herein.

Severability

If any provision or portion of any provision of this agreement shall be held by a Court of competent jurisdiction to be unenforceable, invalid or illegal, such provision or such portion shall be severable.

Acknowledgement

The Chief Administrative Officer/Clerk acknowledges having read and understood the language of this agreement and is voluntarily executing this agreement in full knowledge of its legal effect.

IN WITNESS WHEREOF the parties have duly executed this agreement under seal.

SIGNED, SEALED AND DELIVERED

In the presence of:

Signature

Date _____

Witness (signature)

Date _____

Witness (printed)

Date _____

FOR THE CORPORATION

Mayor

Date _____