

THE CORPORATON OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2011-33

Being a by-law to appoint a Fire Chief and  
By-Law Enforcement Officer.

WHEREAS the Council of the Corporation of the Municipality of Magnetawan deems it desirable to appoint a Fire Chief and By-Law Enforcement Officer for the Municipality of Magnetawan.

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. That Dean Butticci be and is hereby appointed Fire Chief and By-Law Enforcement Officer for the Municipality of Magnetawan, effective immediately.
2. That the terms and conditions of employment attached hereto as Appendix 'A', be and are hereby adopted.
3. That by-law no. 2009-16 and by-law no. 2009-27 be repealed.
4. That this by-law be effective upon adoption.

ADOPTED August 10, 2011



Mayor, Sam Dunnett



Clerk, Roger Labelle

Council MTG. of Aug. 10/11

Agenda Item # 7.3

August 5, 2011

Dean Butticci  
Postal Box 112  
97 Albert Street  
Magnetawan, ON POA 1PO

**Re: Fire Chief / B.E.O. Position - Offer of Employment**

Dear Mr. Butticci:

Based on our interviews, and the information you have supplied with your application, the Municipality is pleased to offer you employment in the position of Fire Chief and By-Law Enforcement Officer for the Municipality of Magnetawan under the terms and conditions set out below.

**1. The Initial Term**

The initial term of your employment will be for an interim (probationary) period of 6 months. During this period you will have an opportunity to become familiar with our Municipality, and the Municipality will have the opportunity of assessing your interests and capabilities for a permanent position with the Municipality.

At the end of the 6 month period Council will meet with you to discuss your/our mutual interests and make an assessment of your initial term.

If Council agrees that you are the person for the permanent position, you will be advised by letter and the remainder of the contract set out below will become effective.

If Council feels that at the end of 6 months there exists a possibility of incompatibility, either by you with the Municipality, or the Municipality with you, - no personal reflections intended - then the period of employment would be terminated by letter and you would be entitled to two (2) weeks salary, and employee benefits for 2 weeks.

**2. Position as Fire Chief / BEO (as described in the handout you received)**

**3. Salary**

The annual salary for this position will be \$60,000.00 per annum, payable in bi-weekly installments. The present salary range for this position is \$60,000.00 to \$65,000.00.

For the interim period your salary will be prorated to the rate of \$60,000.00 per annum.

- During the non-regular work hours you will be compensated at a wage to an officer responding on a volunteer basis.



**4. Annual Review**

Your performance and salary level will be reviewed from time to time. The first review, after the probationary period, would take place in September 2012. Any change in salary, or work responsibilities, is determined by the Council of the day.

**5. Benefit Package**

The Municipality has an employee benefit package for full time employees. You will be entitled to participate upon commencement of your employment, subject to any waiting period set out in the terms of the subject plan. The employee benefits available to you are set out in the benefits handbook attached hereto as Exhibit "A" to this letter. It is understood and agreed that such handbook is provided for information purposes only and that the exact terms of such plan are contained in the Group Benefits Contract held by the Municipality and may be amended from time to time.

In the event that your employment is terminated without cause the Municipality will maintain your coverage under the benefits plan in place at the time for such period as the Employment Standards Act 2000, as amended, shall require, provided that such coverage is available from the insurer.

**6. Hours of Work**

The hours of work are 40 hours per week. It is also understood and agreed, however, that due to the nature of the position the hours required may sometimes vary and be irregular.

**7. Vacation and Paid Holidays**

You will be entitled to 4 weeks of vacation with pay per calendar year effective on January 1<sup>st</sup>, 2012. For the remainder of this year you are granted the following vacation days:

September 22 and 23, 2011.

October 25 to 28, 2011.

November 10, 11, 17 and 18, 2011.

December 27 to 30, 2011.

The Municipality also provides for 12 paid Statutory holidays.

**8. Pension**

The Municipality participates in the OMERS Pension Plan and you will be eligible to participate in this plan immediately upon commencement of your employment, subject to the terms of the OMERS Pension Plan

**9. Termination of Employment**

During the initial probationary period the Municipality may terminate your employment at any time without cause by giving you notice of not less than 2 weeks or such notice as required by the Employment Standards Act 2000, as amended, if any, and whichever is greater.

During your permanent employment the Municipality may terminate your employment at any time without cause by giving 30 days written notice, and payment calculated at 1 month per year of service with the Municipality.

You may terminate your employment with the Municipality by giving notice not less than 30 days in writing to Council. It is to be understood that the Municipality may waive any additional notice in excess of that required by the Employment Standards Act 2000, as amended.

Notwithstanding the forgoing your employment may be terminated by the Municipality at any time without notice or compensation for just and reasonable cause.

**10. Confidentiality and Non-Disclosure**

During your employment and thereafter, you will be expected to respect the confidentiality of all confidential information acquired during the term of your employment with the Municipality and to not disclose same to any third person except as required by law without the express written consent of the Municipality. This obligation survives your employment with the Municipality.

**11. In Summary**

We ask that you take these terms of employment home and study it. Should this offer of employment be acceptable, please sign a copy of this letter and return one originally signed copy to my attention by August 10, 2011. Please retain a copy of this letter for your records.

Yours truly,



Roger Labelle  
Clerk-Administrator



Dean Buttici

AUG 9, 2011

(date)