

*Salt Spring Island Fire Protection District*

**POLICY MANUAL**

Section	Employment
Policy Number	AE-2108-02
Policy Title	Excluded Staff - Resignation, Retirement and Termination

**RESIGNATION**

An employee who intends to resign from employment with the *District* shall provide written notice of thirty days or more, to their supervisor. Employees who are *managers* will provide at least three (3) months' notice.

Section 3 of *Employment Termination Standards* regulation applies during the notice period including the right of the *District*, in its sole discretion, to assign other duties consistent with the employee's ability and responsibility at the time of the assignment or excuse the employee from the performance of his or her duties.

For purposes of this policy the Administrator and excluded career staff are considered *managers*.

**RETIREMENT**

Excluded employees may retire from the *District* at age 55 or older by giving written notice to their supervisor as follows:

- 1) At least three (3) months' notice for a *manager*; and
- 2) At least one (1) months' notice for all other employees.

The required notice period may be reduced in special circumstances, with the written approval of the Board of Trustees.

Section 3 of *Employment Termination Standards* regulation applies during the notice period including the right of the *District*, in its sole discretion, to assign other duties consistent with the employee's ability and responsibilities at the time of the assignment, or excuse the employee from the performance of his or her duties.

Upon retirement, an employee shall receive: payout for all vacation days earned and not yet taken; and a retirement allowance, if applicable.

## **DECEASED EMPLOYEE**

A deceased employee's beneficiary (as stated in employment documentation) or estate shall receive payment in full the excluded employee's accrued and unused vacation pay and retirement allowance if applicable.

## **TERMINATION OF EMPLOYMENT FOR CAUSE**

The *District* may terminate the employment of an employee at any time for cause, without any notice, pay in lieu of notice or severance compensation. An employee who is terminated pursuant to this provision has a right of appeal to the Board.

If the *District* determines, or is advised, that a probationary employee's performance is unsatisfactory or unsuitable for employment the *District* may terminate employment at any time during the probationary period or the extended probationary period. An employee so terminated shall not be entitled to any notice of termination, pay in lieu of notice or severance compensation.

## **TERMINATION OF EMPLOYMENT WITHOUT CAUSE**

The *District* may terminate the employment of an employee at any time, without cause, by providing the employee with reasonable working notice of such termination (the "*Notice Period*").

The *Notice Period* shall be subject to applicable common law, statutory and regulatory requirements.

The *District*, at its sole discretion, may elect to provide an employee with severance compensation in lieu of all or part of the *Notice Period*. Such severance compensation shall be in the form of periodic payments unless the *District*, at its sole discretion, considers a lump sum payment to be more appropriate. If an employee is employed under a contract of employment for a definite term, the maximum severance compensation that an employee may be given is the value of salary and benefits the

employee would otherwise have been entitled to for the balance of their employment contract.

Section 3 *Employment Termination Standards* regulation applies during the *Notice Period* including the right of the *District*, in its sole discretion, to assign other duties consistent with the employee's ability and responsibility at the time of the assignment or excuse the employee from the performance of his or her duties

Notice Periods and severance compensation will not be greater than that permitted by the *Employment Termination Standards* regulation of the *Public Sector Employers Act*.

## **BOARD DISCRETION**

If an employee's employment contract contains terms and conditions at variance with this policy, the language of the employment contract will prevail.

The provision set out in this policy are subject to revision from time to time at the discretion of the Board of Trustees.

## **RELATED DOCUMENTS**

Public Sectors Employers Act, Employment Termination Standards, BC Reg. 379/97

## **APPROVALS**

Approval date:	28 May 2018	Approved by:	Board of Trustees
1. Amendment date:	26 April 2021	Approved by:	
2. Amendment date:		Approved by:	
3. Amendment date:		Approved by:	