



Municipality of the County of Kings

Training and Professional Development

<b>Policy Category</b>	Human Resources	<b>Most Recent Amendment</b>	April 5, 2022
<b>First Council Approval</b>	January 2, 2018	<b>Future Review Date</b>	April 2024

1. Purpose

The Municipality of the County of Kings (Municipality) is committed to ongoing training and professional development of Employees as a means to ensure work is completed effectively and efficiently. Training and professional development will be provided to Employees to ensure they have the necessary skills, knowledge, and abilities to meet the Municipality’s business needs. As the Municipality’s needs and required skill sets evolve, this Policy further aims to support a culture of life-long learning.

The Municipality values training and professional development as a means of attracting, motivating, and retaining excellent Employees, and advancing the Municipality’s Strategic Plan.

This Policy:

- Defines who is eligible for training and professional development opportunities;
- Identifies types of training and professional development opportunities;
- Outlines the financial support options available from the Municipality; and
- Defines the responsibilities of the Municipality and Employees in relation to training and professional development.

2. Scope

This Policy applies to all Employees of the Municipality, and excludes the Chief Administrative Officer.

3. Definitions

3.1 **Performance Development Plan (PDP):** Part of the Performance Review process as established in Policy HR-06-015; a structured and supported plan created by an Employee and their Supervisor to establish the training and development goals for an Employee and record outcomes. The PDP gives an Employee direction, sets achievable goals, records outcomes, and requires regular review.

3.2 **Performance Review:** An annual review completed by an Employee and their Supervisor which is used to evaluate an employee’s job performance as it relates to the Municipality’s Strategic Plan and expectations set out for the Employee. A Performance Review establishes goals and expectations for the upcoming review period, and includes a Performance Development Plan.

- 3.3 **Supervisor:** An Employee in a management-level position who has responsibility for directing, supervising, and evaluating the performance of another Employee who reports directly to them.

## 4. Policy Statements

- 4.1 The Municipality will provide training and professional development opportunities to:
- Meet mandatory minimum job requirements; and
  - Respond to current needs and prepare for future needs that improve service delivery, contributions to the Municipality, or Employee job performance.

Training and professional development may take the form of courses, conferences, cross-training, mentorships, or special projects.

- 4.2 The Municipality recognizes three types of training and professional development:
- **Mandatory:** such opportunities will be provided for Employees who must meet mandatory training requirements for their positions, and when there is an immediate need. This shall include mandatory training required to maintain professional designations required by the Municipality.
  - **Short-term elective:** such opportunities may be provided when identified in the PDP, or when training is directly related to the Employee's job and will enhance their contributions to the Municipality.
  - **Long-term elective:** such opportunities may be provided to Employees to obtaining a degree, license, or designation with consideration given to:
    - Any skills gap identified in the PDP;
    - The minimum training and education required for the position. If the Employee has the minimum training and education, consideration will be given to benefits to the Municipality and Employee.
    - Whether the training and professional development opportunity will prepare the employer and Employee for future organizational needs or advancement within the Municipality.

Long-term elective training shall require approval by the Chief Administrative Officer.

### Financial Support

- 4.3 When training or professional development activities are identified and approved as part of the Employee's PDP, the following will guide the level of financial support provided by the Municipality. These percentages are subject to annual budget approval.
- 100% financial support for directly job-related opportunities, and professional development and training required to maintain professional designations required by the Municipality, including expenses and time away from work.
  - 50% Municipal financial support where it is reasonably evident that equal benefit will accrue to both the Municipality and the Employee (e.g., a degree, license, or designation that is not a job requirement).
  - 0% to 100% Municipal financial support based on the Municipality's judgment of the relative benefit to be accrued to the Municipality and Employee. (e.g. a degree, license, or professional designation not required by the Municipality).

Return of Service & Training Reimbursement Agreement

- 4.4 In cases of long-term training or professional development, and before any approval is given, the Municipality reserves the right to require the Employee to sign a *Return of Service & Training Reimbursement Agreement*.
  - 4.4.1 Non-Union Employees shall be required to maintain employment with the Municipality for at least two years following completion of their training, or be required to reimburse the Municipality for expenses. The portion repaid will depend on how soon the Employee terminates employment after completion of the training (25% to 100%).
  - 4.4.2 Union Employees shall be subject to provisions of the Collective Agreement regarding return of service time, and repayment of costs should Employee resign before costs are fully reimbursed to the Municipality.

Administration

- 4.5 Discussions pertaining to training and professional development may occur outside of the Performance Review process throughout the year and can be initiated by either the Employee or the Employee’s Supervisor.
- 4.6 For training and professional development opportunities identified outside of the Performance Management process or outside of budget allocations, Employees shall complete an application for training and professional development for consideration by the Employee’s supervisor.

Where the cost of the requested training and professional development is anticipated to exceed \$1,500, the Chief Administrative Officer’s approval shall be required.

- 4.7 The Employee’s participation and results of any training and professional development will be documented in their personnel file.

**5. Responsibilities**

- 5.1 Council will:
  - 5.1.1 ensure the Municipality has a current and comprehensive policy to address Employee training and professional development; and
  - 5.1.2 review, amend, and adopt changes to the Training & Professional Development Policy as needed
- 5.2 The Chief Administrative Officer will:
  - 5.2.1 administer and advise Employees of this Policy;
  - 5.2.2 identify necessary revisions to this Policy; and
  - 5.2.3 promote an organizational culture that encourages training and professional development.

**6. Amendments**

Date	Amendments
January 2018	Adopted new Policy
April 5, 2022	Defined three levels of training; revisions to <i>Return of Service &amp; Training Reimbursement Agreement</i> .

**APPENDIX A**

**RETURN OF SERVICE & TRAINING REIMBURSEMENT AGREEMENT FOR NON-UNION EMPLOYEES**

This Training Reimbursement Agreement (“Agreement”) made in duplicate this \_\_day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN  
**Municipality of the County of Kings** (“Municipality”) and

\_\_\_\_\_ (“Employee”).

**WHEREAS**, the Municipality has offered to provide certain outside training to the Employee, which the Municipality believes will enable the Employee to provide valuable services on behalf of the Municipality to its residents;

**WHEREAS**, the Municipality is providing such training to the Employee in anticipation of the Employee continuing to work for the Municipality for at least two (2) years so that the Municipality recovers some of the benefit of the investment in the training;

**WHEREAS**, the Municipality and the Employee recognize that this Agreement is not intended to constitute any type of employment agreement or guarantee of continued employment;

**WHEREAS**, the undersigned Employee understands that the Municipality would not provide such training unless the Employee intended to continue to work for the Municipality and were to agree to reimburse the Municipality in the event that the Employee voluntarily terminated his or her employment prior to two (2) years from the conclusion of the training;

**NOW, THEREFORE**, in consideration of the covenants and agreements contained in this Agreement, the Parties agree as follows:

1. The Municipality of the County of Kings intends to provide the following training to the Employee on the date(s) indicated:

Training: \_\_\_\_\_ Date(s): \_\_\_\_\_

2. If the Employee voluntarily terminates their employment with the Municipality within two (2) years following the date of the completion of the training, the Employee agrees to reimburse the Municipality the cost of the training incurred by the Municipality as determined by the schedule shown below.

NUMBER OF MONTHS OF SERVICE FROM THE COMPLETION DATE OF TRAINING:	REIMBURSEMENT
MONTHS 1-6	100%
MONTHS 6-12	75%
MONTHS 12-18	50%
MONTHS 18-24	25%

The training cost incurred by the Municipality on behalf of the Employee will be determined after the date of the completion of the training, and the accumulation of all receipts, invoices or other supporting documents have been submitted by the Employee to the Municipality. The training cost incurred will include but may not be limited to registration fees, transportation to and from the training site, food, lodging, and any other costs or expenses directly related to the training incurred by the Municipality including the non-recoverable portion of HST. The associated costs are to be included on the attached form, along with copies of all receipts, invoices and other supporting documentation submitted and certified as correct by the Employee.

**RETURN OF SERVICE & TRAINING REIMBURSEMENT AGREEMENT (Page 2 of 3)**

- 3. The Employee expressly authorizes the Municipality to deduct the reimbursement amount owed under the terms of the Agreement from any remuneration owed by the Municipality to the Employee at the time of or following the termination of employment. The Employee shall promptly pay the Municipality the full balance of any amount owed that is not deducted from remuneration.
- 4. The Employee agrees to repay the full cost of the training, should they be terminated for just cause within two (2) years following the date of completion of training. The Employee expressly authorizes the Municipality to deduct the amount owed under the terms of Agreement from any remuneration owed by the Municipality to the Employee at the time of termination.
- 5. The Employee agrees to sign such further documents, if any, requested by the Municipality to confirm the precise sum of the amount owed by the Employee to the Municipality following notice by the Employee to the Municipality of termination of employment.
- 6. The law governing this Agreement and any action, matter, or proceeding based upon or relating thereto shall be the law of the Province of Nova Scotia, which shall have exclusive jurisdiction over any action or proceeding be construed under the laws of the Province of Nova Scotia.
- 7. The parties covenant and agree that the invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision, and any invalid provision will be severable, or will be deemed to be severable.
- 8. No action by any party to this Agreement shall be construed as a waiver saving express written provision of such waiver, and this Agreement shall not be amended saving express written provision of such amendment by all parties hereto.
- 9. The term shall commence on the date of execution of this Agreement and end on \_\_\_\_\_ and shall continue year over year during that period.

IN WITNESS WHEREOF the Parties hereto have caused this AGREEMENT to be properly executed on the dates hereinafter set forth.

SIGNED, SEALED, AND DELIVERED )  
in the presence of )

EMPLOYEE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Per

\_\_\_\_\_  
Date

MUNICIPALITY OF THE COUNTY OF KINGS

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Per

\_\_\_\_\_  
Date

**RETURN OF SERVICE & TRAINING REIMBURSEMENT AGREEMENT (Page 3 of 3)**

**TRAINING COSTS**

Attach copies of all receipts, invoices, or other supporting documents as applicable.

Registration Fees	\$	Other Costs	\$
Course Material Costs	\$		\$
Transportation Costs	\$		\$
Food Costs	\$		\$
Lodging Costs	\$		\$
Total		\$	
I hereby confirm that the information provided on this form is accurate and complete to the best of my knowledge, and that documentation to support all amounts indicated are included with this form. If any supplied information changes, I will advise my Supervisor immediately.			
Employee Name			
Employee Signature			
Date			

**APPENDIX B**

**RETURN OF SERVICE & TRAINING REIMBURSEMENT AGREEMENT FOR UNIONIZED EMPLOYEES**

This Training Reimbursement Agreement (“Agreement”) made in duplicate this \_\_day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN

**Municipality of the County of Kings** (“Municipality”) and

\_\_\_\_\_ (“Employee”).

**WHEREAS**, the Municipality has offered to provide certain outside training to the Employee, which the Municipality believes will enable the Employee to provide valuable services on behalf of the Municipality to its residents;

**WHEREAS**, the Municipality is providing such training to the Employee in anticipation of the Employee continuing to work for the Municipality for the return of service time period specified in the Collective Agreement, between CUPE Local 2618 and the Municipality of the County of Kings, at the time of signing this agreement so that the Municipality recovers some of the benefit of the investment in the training;

**WHEREAS**, the Municipality and the Employee recognize that this Agreement is not intended to constitute any type of employment agreement or guarantee of continued employment;

**WHEREAS**, the undersigned Employee understands that the Municipality would not provide such training unless the Employee intended to continue to work for the Municipality and were to agree to reimburse the Municipality in the event that the Employee voluntarily terminated his or her employment prior to the end of the return of service time period specified in the Collective Agreement at the time of signing this agreement;

**NOW, THEREFORE**, in consideration of the covenants and agreements contained in this Agreement, the Parties agree as follows:

1. The Municipality of the County of Kings intends to provide the following training to the Employee on the date(s) indicated:

Training: \_\_\_\_\_ Date(s): \_\_\_\_\_

2. If the Employee voluntarily terminates their employment with the Municipality prior to the end of the return of service time period specified in the Collective Agreement at the time of signing this agreement, the Employee agrees to reimburse the Municipality for the portion of the cost specified in the Collective Agreement for the training incurred by the Municipality.

The training cost incurred by the Municipality on behalf of the Employee will be determined after the date of the completion of the training, and the accumulation of all receipts, invoices or other supporting documents have been submitted by the Employee to the Municipality. The training cost incurred will include but may not be limited to registration fees, transportation to and from the training site, food, lodging, and any other costs or expenses directly related to the training incurred by the Municipality, including the non-recoverable portion of HST. The associated costs are to be included on the attached form, along with copies of all receipts, invoices and other supporting documentation submitted and certified as correct by the Employee.

3. The Employee expressly authorizes the Municipality to deduct the reimbursement amount owed under the terms of the Agreement from any remuneration owed by the Municipality to the Employee at the time of or following the termination of employment. The Employee shall promptly pay the Municipality the full balance of any amount owed that is not deducted from remuneration.





**RETURN OF SERVICE & TRAINING REIMBURSEMENT AGREEMENT (Page 3 of 3)**

**TRAINING COSTS**

Attach copies of all receipts, invoices, or other supporting documents as applicable.

Registration Fees	\$	Other Costs	\$
Course Material Costs	\$		\$
Transportation Costs	\$		\$
Food Costs	\$		\$
Lodging Costs	\$		\$
Total		\$	
I hereby confirm that the information provided on this form is accurate and complete to the best of my knowledge, and that documentation to support all amounts indicated are included with this form. If any supplied information changes, I will advise my Supervisor immediately.			
Employee Name			
Employee Signature			
Date			