#### THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2000-11

Being a by-law to authorize execution by the Reeve and Administrator of an employment agreement between the municipality and Elizabeth Siegwart and Antoni Uchmanowicz.

# THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

- 1. THAT the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to an Employment Agreement between the municipality and Elizabeth Siegwart and Antoni Uchmanowicz, which Agreement is attached hereto as Schedule "A".
- 2. SCHEDULE "A"

Schedule "A" forms part of this by-law.

mid Edgar

READ THREE TIMES AND PASSED in open Council this 24th day of October, 2000.

ROOVO

Clerk

#### SCHEDULE 'A' TO BY-LAW 2000-11

THIS AGREEMENT made as of the 1st day of November, 2000

BETWEEN

#### CORPORATION OF THE TOWNSHIP OF PRINCE

hereinafter referred to as the "Employer"

OF THE FIRST PART

-and-

#### **ELIZABETH SIEGWART and ANTONI UCHMANOWICZ**

hereinafter referred to as the "Employees"
OF THE SECOND PART

WHEREAS the Employees and the Employer wish to enter into an employment agreement governing the terms and conditions of employment

THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants and agreements hereinafter contained, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties hereto), it is agreed by and between the parties hereto as follows:

# 1. Term of Employment

The employment of the Employees shall commence on November 01, 2000 and continue until October 31, 2001.

# 2. Compensation and Benefits

In consideration of the services to be provided by him or her hereunder, the Employee, during the term of his or her employment, shall be paid an hourly rate of \$ 10.00 bi-weekly, less applicable statutory deductions.

## 3. Duties and Responsibilities

The Employees shall be employed in the capacity of custodian, the current duties and responsibilities of which are set out in Schedule "A" annexed hereto and forming part of this agreement. These duties and responsibilities may be amended from time to time in the sole discretion of the Employer, subject to formal notification of same being provided to the Employees.

#### 4. Termination of Employment

The Employer may terminate the employment of the Employees at any time:

- a. For just cause at common law, in which case the Employees are not entitled to any advance notice of termination or compensation in lieu of notice
- b. Without just cause, in which case the Employer shall provide the Employees with advance notice of termination or compensation in lieu of notice equal to 1 month.

The Employees may terminate his or her employment at any time by providing the Employer with at least eight (8) weeks advance notice of his or her intention to resign.

#### 5. Confidentiality

The Employees acknowledges that, in the course of performing and fulfilling his or her duties hereunder, he or she may have access to and be entrusted with confidential information of the Employer, the disclosure of any of which confidential information would be detrimental to the interests of the Employer. The Employees further acknowledge and agree that the right to maintain

the confidentiality of such information constitutes a proprietary right which the Employer is entitled to protect. Accordingly, the Employees covenant and agree with the Employer that he or she will not, during the continuance of this agreement, disclose any of such confidential information to any person, firm or corporation, nor shall he or she use the same, except as required in the normal course of his or her engagement hereunder, and thereafter he or she shall not disclose or make use of the same.

# 6. Assignment

This Agreement may not be assigned.

## 7. Severability

Each paragraph of this agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this agreement

#### 8. Notice

Any notice required to be given hereunder shall be deemed to have been properly given if delivered personally or sent by prepaid registered mail as follows:

a. To the Employees: 3225 Second Line West, Sault Ste. Maire, ON P6A 6K4

b. To the Employer: 3042 Second Line West, Sault Ste, Marie, ON P6A 6K4

and if sent by registered mail shall be deemed to have been received on the 4<sup>th</sup> business day of uninterrupted postal service following the date of mailing. Either party may change its address for notice at any time, bu giving notice to the other party pursuant to the provisions of this agreement.

#### 9. Interpretation of Agreement

Moursour

The validity, interpretation, construction and performance of this agreement shall be governed by the Laws of the Province of Ontario. This agreement shall be interpreted with all necessary changes in gender and in number as the context may require and shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as of the day of November, 2000.

CORPORATION OF THE TOWNSHIP OF PRINCE

Per\_

P/er:\_

ANTONI UCHMANOWIC

witness

FXIZABETH SIEGWART

# SCHEDULE "A" TO EMPLOYMENT CONTRACT

	WASHROOMS		KITCHEN	HALLWAY	BASEMENT	OLD OFFICE	OFFICE/COPY ROOM	MUSEUM		BANQUET	RESOURCE	LIBRARY	
scrub toilets & urinals, scour sinks, empty diaper pail, refill soap, toilet paper, paper towels as required	n/a	clean fridge out weekly, wipe out microwave, scour sinks as required	n/a	mats Fri/Sun/Wed	2x week Sun/Wed	every 2 weeks	2x week Sun/Wed	n/a	Bar - wash floor, wipe counters & shelves after each use	Stage-weekly	weekly	weekly	Vacuum
	3 x weekly		3x week Fri/Sun/Wed	3x week Fri/Sun/Wed	n/a	n/a	2x week Sun/Wed	weekly		3x weekly Sun/Wed/Fri	weekly	weekly	Sweep Floor
	2 x week Sun/Wed		2x week Sun/Wed	Sun/Wed	n/a	n/a	2x week Sun/Wed	weekly		weekly	weekly	weekly	Wash Floor
	2 x week Sun/Wed		2x week Sun/Wed	weekly	weekly	weekly	2x week Sun/Wed	weekiy		window frames-wkly	weekiy	weekly	Dust
	2 x week Sun/Wed		2x week Sun/Wed	n/a	n/a	n/a	Sun/Wed	n/a		n/a	Sun/Wed	Sun/Wed	Empty Garbage
	n/a		2x week Sun/Wed	n/a	n/a	n/a	Sun/Wed	n/a		n/a	weekly	weekly	Empty Recycling
	2 x week Sun/Wed		2x week Sun/Wed	shelf, pop machine, jobBank	weekly	n/a	2x week Sun/Wed	weekly - tables & chairs		bar-weekly	weekly& scrub sink	office - weekly	Wipe Counters

Wipe light switch covers, door frames etc. of fingerprints as required. Change lights, remove bugs from light panels as required.

Twice annually - wash windows outside, dust all walls, ceilings

Weekly - wash windows inside, dust corners for cobwebs,

Strip and wax floors as required - approximately twice annually - additional hours over regular

# **SUNDAY - 8 HOURS**

Resource Centre
Museum & Council Chambers
Complete kitchen
Banquet Hall
Hallways and entrances
Washrooms
Library
Front office
Photocopy room
Old office
Clean all garbage and recycling containers
All office windows and sills and blinds
All garbage out

# **WEDNESDAY - 4 HOURS**

Hallway and entrances
Washrooms
Downstairs room - touch up
Front offices
Windows and sill and blinds
All garbage out
Check walls for marks
Sweep kitchen floor
Sweep banquet hall

# FRIDAY - 1 HOUR

Touch up banquet hall and kitchen Touch up washrooms Touch up halls and entrance