

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2002-3

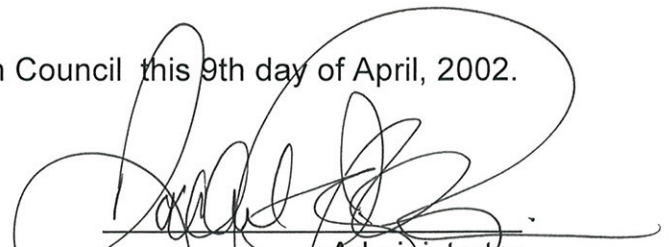
Being a by-law to authorize execution by the Reeve and Administrator of an employment contract between the municipality and Antoni Uchmanowicz and Elizabeth Siegart

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 contract between the municipality and Antoni Uchmanowicz and Elizabeth Siegart, which Agreement is attached hereto as Schedule "A".
2. **SCHEDULE "A"**
Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 9th day of April, 2002.


Reeve


Administrator



THIS AGREEMENT made as of the 1st day of November, 2001

SCHEDULE "A" TO
BY-LAW 2002-3

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, 2001 and continue until October 31, 2002.

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. Marie, 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 4th 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**

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 1st day of November, 2001.

CORPORATION OF THE TOWNSHIP OF PRINCE

Per: _____

Per: _____

witness

ANTONI UCHMANOWICZ

ELIZABETH SIEGWART