

Employee Agreement

EMPLOYEE AGREEMENT for community administrative officer, assistant community administrative officer, public works employee (includes water and wastewater delivery/operators), community safety officer and recreation director, where applicable:

This Agreement made in duplicate this ____ day of _____, 20____.

BETWEEN:

The Community Council of _____
(hereinafter referred to as the Council)

– And –

_____ of the Community of _____ in the
Province of Manitoba (hereinafter referred to as the Employee)

WHEREAS:

The Council requires the services of an employee to carry out local government functions within the community;

AND WHEREAS:

The Council has by Resolution # ____ dated this ____ day of _____, 20____ resolved to hire _____ as their _____ employee;

NOW THEREFORE:

The parties hereto agree and covenant as follows:

Article 101

That in consideration of the sum of \$_____ per hour (equivalent to \$_____ per annum), the Employee hereby agrees to carry out the services in the attached job description shown as Schedule ____ applicable to the classification as outlined above and forming part of this Agreement and as required by department operational policy. The Employee will commence employment on: _____.

Employee work schedule – Days of week: _____ Hours per day: _____

In addition, where eligible, the Employee will receive the sum of \$_____ bi-weekly for remoteness allowance.

Article 201

The Council and the Employee mutually agree to the following program as listed hereunder:

- (a) Day to day supervision of the Employee duties shall be the responsibility of the community administrative officer, except as the Council may designate otherwise, notwithstanding that the Employee is the employee of the Council.
- (b) The Employee shall cooperate with any designated agency in carrying out their duties as the Council may direct.
- (c) The Council shall provide a work schedule for the Employee including hours of work and days of work per week. The work schedule shall be posted at the work location or designated reporting area.
- (d) The supervisor of the community administrative officer shall be a member of council designated by the Council.

Article 301

Hours of Work

- (a) The regular hours of work for full-time employees shall be 40 hours per week or eight hours per day.
- (b) The hours of work for regular part-time employees shall be as scheduled.
- (c) An employee required to work overtime shall be entitled to one and one-half times their regular rate of pay for all overtime worked in excess of eight hours per day and in excess of 40 hours per week.
- (d) By mutual agreement, overtime may be compensated by granting the Employee the equivalent time off in lieu of payment within 90 days of the overtime worked.
- (e) Employees shall be entitled to two rest periods of 15 minutes with pay and one hour without pay for lunch break each per day at such time as specified by the Council.
- (f) The Council shall allow paid leave for the Employee to take department approved training.

Article 401

General Holidays

New Year's Day
Good Friday

Canada Day
Terry Fox Day

Remembrance Day
Christmas Day

Easter Monday Labour Day Boxing Day
Victoria Day Thanksgiving Day Louis Riel Day
Orange Shirt Day (National Day for Truth and Reconciliation)

- (a) Employees qualify for time off with pay on the general holidays listed, when such holidays occur on a regular working day, unless:
 - (i) The Employee has terminated employment four weeks prior to the holiday.
 - (ii) The Employee is absent from work on a general holiday that is normally a work day and they are expected to work.
 - (iii) The Employee is absent from work, without permission, on their last scheduled work day before the holiday or their first work day after the holiday, unless they are absent because they are ill.

- (b) Employees must report to work on the holiday if the employer calls them in to work, in which case, the Employee is to receive, in addition to the regular rate of pay, the amount of pay at one and one-half times the regular rate of pay for the day worked.

- (c) When a general holiday, as listed, falls on a Saturday or Sunday, and is not a day the Employee normally works, the next regular work day becomes the general holiday, except for New Year's Day, Canada Day and Christmas Day, in which case, the alternative day will either immediately precede or follow the specific holiday. If the general holiday falls on a week day that the Employee does not normally work, the Employee is entitled to an alternate day holiday with pay prior to their next annual vacation.

- (d) A regular part-time employee shall be eligible for pay for a holiday:
 - (i) Where hours of work are regular, in an amount equal to the Employee's regular rate of pay on a normal work day in the pay period.
 - (ii) Where hours of work are irregular, in an amount equal to five per cent of the amount earned, excluding overtime, in the 28 days immediately preceding the holiday.

- (e) Where the Council ends the employment within four weeks before a general holiday, the Employee is entitled to pay of five per cent of total wages earned in the portion of the four week period the Employee works, excluding overtime wages, but including wages in lieu of notice. The general holiday pay will be paid with the last wages no later than 10 days after the employment ends.

- (f) An employee shall not be deprived of pay for a general holiday if by reason of an established illness, the Employee is absent from work on either or both of the days immediately preceding or following the general holiday; provided the Employee advises the Council on or before either or both days that they are ill and will not be

present at work. An illness shall not be considered established unless the Employee provides a medical certificate requested by the Council.

Article 501

Vacation

Vacation credits shall be earned as follows and the Employee shall be eligible for time off:

Full-Time Employees

- (a) After One Year of Service
Fifteen working days vacation or one-half working day per bi-weekly period, plus one-half working day for every three months completed, to a maximum of 15 working days annually.
- (b) After 10 Years of Service
Twenty working days vacation or two-thirds working days per bi-weekly period, plus two-thirds working day for every three months completed, to a maximum of 20 working days annually.

Part-Time Employees

Vacation pay for part-time employees shall be paid on each regular pay period. All part-time employees shall be paid four per cent vacation pay, except part-time employees who have worked 50 per cent of regular working hours (40 hours bi-weekly), in each of four years in the preceding 10 years, shall be paid six per cent vacation pay.

Article 502

Sick Benefits

- (a) Fifteen working days sick leave or one-half working day per bi-weekly period, plus one-half working day per every three months completed, to a maximum of 15 working days annually. Earned sick leave may be carried over from one year to the next up to a maximum of 30 working days.
- (b) Part-time employees shall be eligible to receive equivalent sick leave benefits according to time worked, ex: a part-time employee working only 25 per cent of full time hours would be eligible for only that same portion of sick leave benefits.

Article 601

Termination Provisions

- (a) Either party may terminate this Agreement, without notice in the first 30 days of employment.
- (b) Subject to clause (a), the following amount of notice is required by the Council for termination of employment:

Period of Employment	Notice Period
Less than one year	One week
At least one year and less than three years	Two weeks
At least three years and less than five years	Four weeks
At least five years and less than 10 years	Six weeks
At least 10 years	Eight weeks

- (c) An Employee who is ending their employment must provide the Council with one week notice if they have worked for more than 30 days, but less than one year. An Employee must give two weeks notice, if they have worked for the Council for more than one year.
- (d) If program funds to the Council are withdrawn by the Manitoba government the Council may terminate the employment relationship upon giving the termination notice required in clause (b), in addition to any accrued vacation pay.
- (e)
 - (i) Certified or other training which is legislated or the department advises the Council it deems necessary is mandatory.
 - (ii) The Council shall:
 - a. advise the Employee of all such mandatory training
 - b. be responsible for all approved expenses relating to such training
 - (iii) Failure, by the Employee, to successfully complete such training shall be just cause for termination.

Article 701

- (a) Any action or conduct on the part of the Employee not consistent with their responsibilities may be considered just cause for suspension without pay or termination of employment under this Agreement.
- (b) Where an Employee or supervisor has a complaint regarding this Agreement or working condition the matter shall be referred to the Council for their decision. The Council shall deal promptly with any and all disputes arising between the parties.

- (c) Any such suspension or termination shall be immediately reported to the department, at the appropriate Northern Affairs Branch regional office by the Council, who may investigate and where appropriate report their findings and recommendations to the minister of Municipal and Northern Relations.

Article 801

This Agreement shall commence on the day herein above mentioned and shall continue unless terminated in a manner contemplated in Article 601 or 701.

IN WITNESS WHEREOF the Council, with and by its proper officers have thereto set their hands, and the said Council has duly obtained approval by the minister responsible for the administration of The Northern Affairs Act, being Chapter N100 of the C.C.S.M., as attested hereto hereinafter, and the Employee has set their hand hereunto, on the day and year first above mentioned.

Witness

Employee

Witness

Mayor

THE NORTHERN AFFAIRS ACT provides in part:

Subsection 50(1) “An incorporated community may enter into agreements with... any person (b) to provide... services in the community...”

Subsection 173(1)”... the minister has and may exercise all the powers and functions that an incorporated community and its council may exercise within its boundaries.”

Pursuant to the above subsection, the minister of Municipal and Northern Relations affixes their signature by way of written approval.

Minister of Municipal and Northern Relations