

**Employee Agreement/Schedules**

**EMPLOYEE AGREEMENT** for Community Administrator, Community Clerk, Public Works Employee (includes water and wastewater delivery/operators), Community Constable and Community 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 Community Employee)

**WHEREAS:**

The council requires the services of a Community 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 \$\_\_\_\_\_ bi-weekly (equivalent to \$\_\_\_\_\_ per annum), the Community 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 Departmental operational policy.

Article 201

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

- (a) Day to day supervision of the Community Employee duties shall be the responsibility of the designated member of the council notwithstanding that the Employee is the employee of the Council.

- (b) The Community Employee shall co-operate with any designated agency in carrying out their duties as 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.

### Article 301

#### Hours of Work

- (a) The regular hours of work for full-time Community Employees shall be 40 hours per week or 8 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 time and one half for all overtime worked in excess of 8 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 (2) rest periods of fifteen (15) minutes with pay and one hour without pay for lunch break each per day at such time as specified by Council.
- (f) The Council shall allow leave for the Community Employees to take departmentally approved training.

### Article 401

#### Statutory Holidays

New Year's Day	Good Friday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
Christmas Day	Remembrance Day
Easter Monday	Civic Holiday (Monday)
Boxing Day	

- (a) Employees qualify for time off with pay on the Statutory Holidays listed, when such holidays occur on a regular working day, provided:
  - (i) The employee has earned wages for part of, or all of, each day for at least 15 days in the 30-day period immediately prior to the holiday;
  - (ii) The employee has not terminated employment prior to the holidays;

- (iii) The employee has not been absent from work without the employer's consent on either the working day immediately before or after the holiday.
- (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 1 ½ times the regular rate of pay for the day worked.
- (c) When a statutory holiday, as listed, falls on a Saturday or Sunday, the employee is entitled to an alternate day holiday with pay prior to their next annual vacation, 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.
- (d) A regular part-time employee shall be eligible for pay for a holiday pro-rated on the daily average earnings during the past 30 working days.
- (e) 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 Council on or before either or both days that he/she is ill and will not be present at work. An illness shall not be considered "established" unless the employee provides a medical certificate requested by Council.

## Article 501

### Vacations

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

#### Full Time Employees

##### (a) After 1 Year of Service

15 working days Vacation or ½ working day per bi-weekly period, plus ½ working day for every 3 months completed, to a maximum of 15 working days annually.

##### (b) After 10 Years of Service

20 working days Vacation or 2/3 working days per bi-weekly period, plus 2/3 working day for every 3 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 4% Vacation Pay, except part-time employees who have worked 50% of regular working hours (40 hours bi-weekly), in each of 4 years in the preceding 10 years, shall be paid 6% Vacation Pay.

## Article 502

### Sick Benefits

- (a) 15 working days Sick Leave or ½ working day per bi-weekly period, plus ½ working day per

every 3 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, ie. a part-time employee working only 25% of full time hours would be eligible for only that same portion of Sick Leave benefits.

#### Article 601

- (a)
  - (i) A probationary period of 6 months is in effect for new employees of Council. During this period, either party may terminate this Agreement, without cause and without prior notice.
  - (ii) For the purposes of subclause (a)(i) “new” employee means one who has not been employed by council as a non-probationary employee within nine (9) months of entering into this Agreement.
- (b) With respect to any employee not terminated in accordance with clause (a), upon the expiration of the probationary period, Council in writing, shall either confirm continuing employment or dismissal.
- (c) Subject to clauses (a) and (b), either party may terminate this agreement without cause upon giving thirty (30) days written notice or pay in lieu of notice to the other party.
- (d) If program funds to the Council are withdrawn by the Government of Manitoba the Council may terminate the employment relationship upon giving the employment equivalent notice to one pay period or pay in lieu thereof, in addition to any accrued vacation pay.
- (e)
  - (i) Certified or other training which the Department advises Council it deems necessary is mandatory;
  - (ii) Council shall:
    - a. advise the employee of all such mandatory training; and
    - 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 Council 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 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 Regional Office by the Council, who may investigate and where appropriate then report their findings and recommendations to the Minister of Aboriginal and Northern Affairs.

### 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 Community 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 Community Employee has set his/her hand hereunto, on the day and year first above mentioned.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Community Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

*THE NORTHERN AFFAIRS ACT* provides in part:

Section 13 (1) “.... subject to the written approval of the Minister, a Local Committee may enter into agreements and make arrangements necessary to provide, maintain and improve local services in the relevant area of Northern Manitoba.”

Section 15 (3) “Each Community Council may do all things necessary to achieve its purpose; and, subject to the written approval of the Minister, it may enter into agreements and arrangements necessary to provide, maintain and improve local services in the community.”

Pursuant to the above section, the Minister of Aboriginal and Northern Affairs affixes his/her signature by way of written approval.

\_\_\_\_\_  
Minister of Aboriginal and Northern Affairs

## SCHEDULE A

### COMMUNITY ADMINISTRATOR JOB DESCRIPTION

On behalf of the Community Council, the Community Administrator shall:

#### Administration

1. Follow the Personnel Policy developed by the Council concerning Council Employees, if applicable.
2. Ensure that all pertinent correspondence, financial information (financial statements) and items of Council business are presented at the Council meeting and/or are responded to in proper manner and are filed in an acceptable filing system.
3. Ensure that proper agendas and minutes of all Council meetings are prepared and distributed to proper agencies.

#### Financial

1. Ensure that all monies received are deposited and that all expenditures are processed in accordance with Departmental Directives.
2. Ensure that all financial records of Council are completed, balanced on a monthly basis and kept in safekeeping in the place designated by Council or the Council office, in accordance with Departmental Directives and Policies concerning community audits.
3. Ensure budgets are prepared in sufficient detail and time to allow good planning.
4. Ensure the proper collection of taxes.

#### Municipal Services

Ensure the terms and conditions of any funding agreement are followed.

Ensure all government regulations, by-laws and Council directions are followed by:

1. Assisting the Council through research and advice, supervision of budgeting procedure and policies, financing, organizing, planning, analyzing, interpreting and evaluating the community needs relating to infrastructure and general community growth for the development and establishment of local municipal services as defined in the *Northern Affairs Act*.
2. Assisting the Community Council with liaison between the Council and other government agencies to ensure maximum benefit to the community and government departments.
3. Assisting the Council and community in understanding their responsibilities through advice and supervision on procedure, resolution, by-laws, project development and management, election procedures and the various alternatives and implication of the same.

Other

Participate in training sessions. Supervise and train the community support staff, if and when required or deemed necessary.

Any other duties assigned.

Advance in Pay Level

Increments in pay level for the Community Administrator will be based on job performance and training level, not on seniority and will be subject to annual review and recommendation by the Council.

Note: The above task descriptions reflect the general details considered necessary to describe the principal functions of the job identified and should not be construed as a detailed job description of all the work requirements that may be inherent in the job.

## SCHEDULE B

### COMMUNITY CLERK JOB DESCRIPTION

On behalf of the Community Council, the Community Clerk shall:

#### Financial

1. Maintain all the financial records of Council in the office.
2. Prepare and present all financial records at month end.
3. Process all Council expenditures.
4. Receive and deposit all monies of Council.
5. Reconcile and close off all financial records at month end.
6. Handle all funds and administration of Council projects.

#### Administration

1. Assist in budget preparation, interpreting statutes and other correspondence.
2. Prepare or assist in preparing and distributing meeting agendas, resolutions and by-laws.
3. Follow-up on all Council items of business (keep everyone fully informed on meetings and events).

#### Clerical

1. Receive, record and ensure proper handling of correspondence.
2. Relay or respond to correspondence upon Council's direction.
3. Act as telephone receptionist in the Community Council office.
4. Take minutes at every regular and special meeting.
5. Represent Council at meetings upon their request or direction.
6. Disclose approved information to public.
7. Immediately report all absenteeism to the Council Clerk Supervisor.
8. Participate in training programs developed by the Department to enable the Community Clerk to carry out the Clerk's functions.
9. Maintain the filing system in the office.

#### Other

Other related duties as assigned by Council.

#### Advance in Pay Level

Increments in pay level for the Community Clerk will be based on job performance and training level, not on seniority and will be subject to annual review and recommendation by the Council.

Note: The above task descriptions reflect the general details considered necessary to describe the principal functions of the job identified and should not be construed as a detailed job description of all the work requirements that may be inherent in the job.

## SCHEDULE C

### COMMUNITY CONSTABLE JOB DESCRIPTION

1. Develop and implement an annual crime prevention program for community preventative policing, with prior approval by Council.
2. Respond to requests from the public and maintain a visible presence as a deterrent to crime.
3. Work closely with the RCMP and other law enforcement agencies (ie. First Nations) and immediately refer to the RCMP for investigation in the first instance upon knowledge of:
  - (a) All deaths by natural or other causes: Attempted murders and in particular offences under Sections 229 – 241 of the Criminal code (C.C.).
  - (b) Sexual offenses: Sections 150 – 160, 271 – 273 and 210 – 213 (C.C.).
  - (c) Wounding: Section 244 (C.C.) and including all other assaults where injuries suggest that a death may result.
  - (d) Robberies: Section 230 (C.C.).
  - (e) Fraud, false pretenses and related offenses.
  - (f) Offensive weapons, including offenses in Section 85 – 105 (C.C.).
  - (g) Arson: Section 433 – 436.1 (C.C.).
  - (h) Counterfeit Currency.
  - (i) Kidnapping.
  - (j) All other Federal Statutes.
4. Report the following offenses to the RCMP and by mutual agreement investigate as directed by the R.C.M.P or as the situation dictates:
  - (a) Assaults (not sexual) including Sections 265 – 269 (C.C.). Should the seriousness of any injuries be such that death could result, the R.C.M.P. would assume full responsibility of the investigation.
  - (b) Break and Enters.
  - (c) Thefts.
  - (d) Motor vehicle accidents involving personal injury, possible fatality.
5. Enforce criminal code driving offenses (Sections 249, 249.1, 252, 253 and 259(4) (C.C.)) at their discretion, with any required assistance forthcoming from the R.C.M.P, all community by-laws, all provincial statutes and respond to fire alarms and any life and property threatening situations.
6. Liaison work with other agencies, ie. Probation Services, Child & Family Services.
7. Maintain contact in emergency situations, ie. forest fires, search & rescue.
8. Submit a monthly report to council on the general policing services for the month, mileage returns, expense account and other administration material as required.

The references to the Criminal Code in this document are to offences as numbered in the 2002 Criminal Code. When section numbers of these offences change, this document will be deemed to refer to the new section numbers for those (or similar) offences.

### Authorized Travel Outside The Community

- (a) Approved travel and mileage expenses will be paid in accordance with prevailing departmental rates.
- (b) Private vehicle usage for preventative policing purposes must be with full insurance coverage, and outfitted only with approved equipment. All such equipment will be supplied and owned by the Council. The Council may contribute the difference in cost for business insurance over the cost of personal insurance.
- (c) Approved expenses incurred by the Constable in the performance of their duties will be paid in accordance with prevailing departmental rates.
- (d) Lodging costs will be paid at actual cost, as per hotel invoice or receipt.

### Advance In Pay Level

Increments in pay level for the Community Constable will be based on job performance and training level, not on seniority and will be subject to annual review and recommendation by the Council or Local Committee.

Note: The above task descriptions reflect the general details considered necessary to describe the principal functions of the job identified and should not be construed as a detailed job description of all the work requirements that may be inherent in the job.

## SCHEDULE D

### PUBLIC WORKS EMPLOYEE JOB DESCRIPTION

(Includes Water and Wastewater Delivery/Operators)

#### Caretaking

1. Keep all community buildings clean inside and out, plus the yards.
2. Check for damages and effect repairs, if required.
3. Keep fire hall driveway free from ice and snow at all times.
4. Check all buildings and lock up before leaving.
5. Read hydro meters once a month on all buildings.
6. Keep community dock repaired.

#### Water & Wastewater Facilities

1. Record all meter readings at times required by the province.
2. Take daily water tests as required by the province and record such data.
3. Check daily, all components of the system(s) for proper operation and make necessary adjustments.
4. Prepare chlorine solutions and backwash and/or replace filters in accordance with provincial requirements.
5. Ensure that all thermostats are set and functioning at operating levels.
6. Check the main and backup heating system(s) where provided.
7. Maintain the system in a clean and orderly condition and ensure that facilities are secured with locks.
8. Report to Council any heat-power loss and take necessary remedial action to prevent freezing damage to components of the system.
9. Take and send into the appropriate agency, water & wastewater samples as required by the province.
10. Maintain records and prepare written reports for the Council or the province as designated by the department.
11. Take all reasonable steps and precautions to ensure a safe water supply for the community.
12. Complete all training courses to attain appropriate certification level.

#### Garbage

1. Provide garbage collection on a weekly basis (\_\_\_\_\_ days per week) in the community of \_\_\_\_\_, Manitoba.
2. Maintain the local waste disposal site in a neat, reasonably tidy condition and do not engage in burning at any time whatsoever, unless in possession of a burning permit.
3. Collect only such garbage as is placed in appropriate bags or secured and placed in enclosed containers and in the event that the employee determines that certain residences have not placed their garbage in garbage bags or appropriate containers, the employee shall notify Council of the name and/or location of said residence.
4. Be responsible for the operation and maintenance of the equipment as provided by council and utilize purchase orders as provided by council for expenses incurred in the day-to-day operation of the program.
5. Notify council of any needed repairs to the equipment.
6. Be responsible for storing equipment, both summer and winter, in the Community Council garage and be responsible for safe and orderly storage of all equipment provided by this program.

7. Be responsible for delivering all bulky objects such as fridges, stoves, etc. to a separate location of the nuisance grounds.
8. Be responsible for proper signage.

#### Community Parks

1. Keep park equipment in good working condition and repair, if necessary.
2. Rake and cut grass.
3. Clean up fallen trees.
4. Plant new trees as required by council/province.

#### Roads

1. Report to council if road(s) need repair, gravel or culverts or water remaining in ditches for long periods.
2. Clean on each side of the road any garbage lying in ditch.
3. Report to council if snowplowing is required in the community; advise organization hired by Council to perform snowplowing.

#### Skating Rink

1. Keep the rink in order and repair, if required.
2. Check all lights and fuel supply.
3. Flood rink and paint lines.
4. Remove snow from rink.
5. Ensure only qualified people work on artificial ice plant.

#### Community Cemetery

1. Maintain fence around the cemetery.
2. Keep cemetery yard clean.

#### General Reports

1. Implement and use Maintenance Management System (MMS) program.
2. Maintain weekly checklist of duties.
3. Maintain logbook (record) of work done and problems reported.
4. Ensure community inventory reports are updated and submitted annually to the department.

#### Other

Any other related duties as assigned by Council.

### Authorized Travel Outside the Community

- (a) Approved travel and mileage expenses will be paid in accordance with prevailing departmental rates.
- (b) Private vehicle usage for Community purposes must be with full insurance coverage. The Council may contribute the difference in cost for business insurance over the cost of personal insurance.
- (c) Approved expenses incurred by the Public works Employee in the performance of duties will be paid in accordance with prevailing departmental rates.

### Advance in Pay Level

Increments in pay level for the Public Works Employee will be based on job performance and training level, not on seniority and will be subject to annual review and recommendation by the Council.

Note: The above task descriptions reflect the general details considered necessary to describe the principal functions of the job identified and should not be construed as a detailed job description of all the work requirements that may be inherent in the job.

## SCHEDULE E

### COMMUNITY RECREATION DIRECTOR JOB DESCRIPTION

Position Title: Community Recreation Director

Reports to:

Summary of Position:

The Community Recreation Director will develop and implement recreation/cultural programs to fulfill community requirements in accordance with policies set out by council.

#### Administration

- Provide Council with monthly reports
- Maintain program evaluation records
- Prepares and monitors annual recreation budget
- Keeps up to date on grant and funding opportunities

#### Programming

- Assesses community needs on an on-going basis
- Supports community groups and organizations in the development and delivery of recreation programs
- Planning
- Develops, promotes and delivers a variety of recreation opportunities

#### Facilities and Equipment

- Ensures that safety precautions and regulations are followed in the maintenance and programming of recreation areas and facilities
- Co-ordinates scheduling of recreation facilities and areas
- Responsible for purchasing, maintenance and safekeeping of all recreation equipment

#### Volunteer Management

- Consults and assists the recreation committee in the development and delivery of recreation opportunities
- Recruits and supports community volunteers

#### Professional Development

- Maintains knowledge of current theory and practice of community recreation

#### Fundraising

- Plans, promotes and conducts community recreation fundraising events

Note: The above task descriptions reflect the general details considered necessary to describe the principal functions of the job identified and should not be construed as a detailed job description of all the work requirements that may be inherent in the job.