

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

BY-LAW NUMBER 6 - 2014

BEING, a by-law to provide for remuneration for contract employees of the municipality and to determine the conditions of employment;

WHEREAS, the Municipal Act, S.O. 2001, Chapter 25, section 227, establishes the role of the officers and employees of the municipality;

AND WHEREAS, Section 3(2) of the Building Code Act S.O. 1992 c.23, as amended, authorizes councils of municipalities to appoint chief building officials and such inspectors as are necessary for the enforcement of the Act, in the areas in which the municipality has jurisdiction;

AND WHEREAS, West Grey Property Standards By-law No. 8-2010 states that Council shall by By-law or resolution, appoint a Property Standards Officer;

NOW THEREFORE THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOWS:

1. That the Municipality of West Grey hereby engages the services of Leslie Donald MacKinnon as a contracted employee, on a part-time as needed basis, in the capacity of Building Inspector, pursuant to Part 3, Section 3(2) of the Building Code Act S.O. 1992 c.23, as amended.
2. That the Municipality of West Grey hereby engages the services of Leslie Donald MacKinnon as a contracted employee, on a part-time as needed basis, in the capacity of By-law Enforcement Officer, pursuant to Section 15 subsection (2) of the Police Services Act, R.S.O. 1990.
3. That the Municipality of West Grey hereby engages the services of Leslie Donald MacKinnon as a contracted employee, on a part-time as needed basis, in the capacity of Property Standards Officer, pursuant to the current West Grey Property Standards By-law in force and effect.
4. That Leslie Donald MacKinnon be hired by contract for the period of time set out in Schedule "A".
5. That Schedule "A" – Contract Employment Agreement forms part of this by-law.
6. That By-law Number 60 - 2012 is hereby rescinded.
7. This by-law shall take full force and effect on the date of passing thereof.

Read a first and second time this 6th day of January, 2014.

Read a third time and finally passed this 6th day of January, 2014.

(SIGNED)
Kevin Eccles, Mayor

(SIGNED)
Mark Turner, Clerk/Acting CAO

SCHEDULE "A" TO BY-LAW NUMBER 6 - 2014
CONTRACT EMPLOYMENT AGREEMENT

This agreement made in triplicate this 6th day of January, 2014.

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF WEST GREY
(Hereinafter called the "Municipality")**

AND

**LESLIE DONALD MACKINNON
(Hereinafter called the "Contractor")**

WHEREAS, the Municipality requires the services of the Contractor to conduct the duties described herein, and the parties do hereto agree as follows;

AND WHEREAS, in consideration of this, that the Contractor shall be hired by contract and that this contract shall be subject to the following conditions;

1. The Municipality agrees to contract the services of the Contractor as a "Building Inspector", "By-law Enforcement Officer", and "Property Standards Officer", on a part-time as needed basis. The Contractor hereby agrees to diligently perform these tasks for the Municipality.
 - a) Enforces all Municipal By-laws, including the comprehensive zoning by-law;
 - b) Enforce all provisions of the current West Grey Property Standards By-law in force and effect;
 - c) Explains procedures for inspection to applicant and ensures the applicant understands information provided;
 - d) Receives complaints, contacts offenders and advises them of by-law provisions and where the situation continues to not conform to by-laws, takes appropriate legal or other action, including appearing at court;
 - e) In cases of non-compliance, advises builder on needed changes and, if necessary, issues stop work orders until correction is made;
 - f) Keep proper records of all applications received, permits and work orders issued, inspections and tests made and retain copies of all documents pertaining to the administration of his duties at the municipal office, as these records are the property of the Municipality.
2. The Municipality shall maintain all records, and copies thereof, at the municipal office and shall permit the Contractor access to them as required in the course of his duties.
3. The Contractor shall receive instructions directly from the CAO or designate, through either written or verbal requests, and shall provide information necessary from time to time as the case may be, to the CAO or designate, for the completion of his duties.

4. The Municipality agrees to notify the Contractor immediately, in writing, if any default in the performance of his duties occurs.
5. The Municipality agrees to provide access to municipal office space and a computer, miscellaneous supplies such as paper, writing instruments and tablets, and use of a telephone, fax machine, and photocopier, to facilitate the carrying out of the contract by the Contractor and staff assistance when necessary.
6. The Contractor agrees to provide his own personal vehicle for the purposes of carrying out the duties necessary to facilitate the carrying out of the contract. The Municipality shall reimburse the Contractor for the use of his own personal vehicle while on municipal business at a rate equivalent to the rate per kilometer provided to West Grey employees.
7. The Municipality agrees to reimburse the Contractor in the amount of \$25.00 per hour pursuant to carrying out the duties of the contract.
8. The Contractor agrees that he is not entitled to any medical, retirement or life insurance benefits which are currently provided by the Municipality.
9. The Contractor shall use due care to ensure that no person or property suffers injury or loss and that no rights are infringed as a result of the completion of the works or operations of the Contractor under this agreement. The Municipality agrees to supply any necessary liability insurance coverage for the Contractor
10. The parties agree that this Agreement can be terminated by either party giving sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the Contractor and the Municipality have hereunto signed.

I have read the information above, and do hereby agree to comply with the requirements of this Agreement for contracted employment.

Les MacKinnon, Contractor

Signed and Sealed by the Municipality of West Grey

Kevin Eccles, Mayor

Mark Turner, Clerk/Acting CAO