



The Municipal Corporation of the Town of Fort Erie

BY-LAW NO. 61-2000

BEING A BY-LAW TO AMEND BY-LAW NO. 226-93 –
EMPLOYMENT AGREEMENT WITH MARGARET NEUBAUER,
DIRECTOR OF FINANCE (L04.689)

WHEREAS By-law No. 226-93 passed by the Municipal Council of the Town of Fort Erie on the 13th day of December, 1993 appointed Margaret M. Neubauer as the Treasurer/Director of Finance for the Town of Fort Erie effective December 20, 1993 and authorized the execution of an Employment Agreement, and

WHEREAS at the Council-in-Committee Closed Session of March 27, 2000 amendments to the said Employment Agreement were discussed and direction was given to staff, and

WHEREAS it is deemed desirable to effect certain amendments to the Employment Agreement with Margaret M. Neubauer;

NOW THEREFORE the Municipal Council of The Corporation of the Town of Fort Erie hereby enacts as follows:

- (1) THAT amendments to the Employment Agreement of Margaret M. Neubauer in the form of Schedule "A" to this by-law be and they are hereby approved.
- (2) THAT the Mayor and Clerk be and they are hereby authorized and directed to execute the amended Employment Agreement annexed hereto as Schedule "A" and to affix the corporate seal thereto.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 10TH DAY OF APRIL, 2000.



MAYOR



CLERK

I, the Clerk, Carolyn J. Kett, of The Corporation of the Town of Fort Erie hereby certify the foregoing to be a true certified copy of By-law No. 61-2000 of the said Town. Given under my hand and the seal of the said Corporation this _____ day of _____, 2000.

BETWEEN:

MARGARET M. NEUBAUER
of the Town of Fort Erie, in the Regional Municipality of Niagara
(hereinafter referred to as "the Employee")

and

THE CORPORATION OF THE TOWN OF FORT ERIE
(hereinafter referred to as "the Corporation")

AMENDED EMPLOYMENT AGREEMENT

WHEREAS Margaret M. Neubauer was appointed Treasurer/Director of Finance for The Corporation of the Town of Fort Erie by By-law No. 226-93;

AND WHEREAS Margaret M. Neubauer entered into an employment agreement with the Town of Fort Erie dated December 15, 1993, and has carried out her duties pursuant to this agreement until the date of the execution of this amendment agreement;

AND WHEREAS the Corporation and the Employee have agreed to amend certain terms and/or provisions of the said employment agreement.

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants hereinafter set out the Employee and the Corporation each hereby agrees with the other as follows:

1:00 TERMINATION, EXPIRY OR RENEWAL

Article 4.2 (ii) of the employment agreement dated December 15, 1993, shall be deleted and replaced with the following:

"Article 4.2 (ii) (a) by providing notice to the employee as herein provided at least three hundred sixty-five (365) calendar days prior to the effective date of the termination of the employee. Provided, however, the Corporation may give notice less than the three hundred sixty-five (365) calendar days prior to the effective date of termination, if at the same time there is paid to the employee an amount which is the same ratio to the then prevailing annual salary of the employee as the number of days by which the employer's notice is less than three hundred sixty-five (365) calendar days bears to the three hundred sixty-five (365) calendar days.

- Article 4.2 (ii) (b) The parties acknowledge and agree that in the event that this article is deemed void or unenforceable by operation of statute or otherwise, the employee will be entitled to the notice or payment in lieu of notice provisions contained in Article 4.2 (ii) of the agreement executed December 15, 1993.*
- Article 4.2 (ii) (c) The parties acknowledge that any payment made pursuant to Article 4.2 (ii) will be subject to all required statutory deductions.*
- Article 4.2 (ii) (d) The Corporation agrees that any payment made in lieu of notice pursuant to this agreement may, upon the request of the employee, (subject to compliance with the provisions of The Income Tax Act of Canada), be paid as a retiring allowance and paid to the employee's R.R.S.P. "*

2:00 COMPENSATION OF THE EMPLOYEE (SALARY)

- 2.1 Article 5 of the employment agreement dated December 15, 19993, shall be deleted and replaced with the following:

"Article 5.1 The 2000 salary range for the position of Treasurer/Director of Finance is:

<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
\$69,795	\$72,839	\$75,865	\$78,900	\$81,934	\$85,000

- 5.2 Such salary shall be paid to the Employee in accordance with the Employer's normal payroll practice for Management and Supervisory staff. Future merit increases will be considered annually and will coincide with the Employee's anniversary date in accordance with the Policy for Management and Supervisory Staff.*
- 5.3 Commencing in 2001 and in subsequent years, the salary range will be adjusted annually by the percentage increase granted by Town Council to Management and Supervisory Staff".*

3:00 CONFIRMATION OF AGREEMENT

3.1 The parties in all other respects confirm the agreement entered into December 15, 1993.

IN WITNESS WHEREOF the Employee has hereunto set her hand and seal, and the Corporation has hereunto affixed its Corporate seal, attested by the hands of its duly authorized officers, on the dates indicated below.

SIGNED, SEALED AND DELIVERED)

In the presence of)

Witness to the signature of
Margaret M. Neubauer

Margaret M. Neubauer

THE CORPORATION OF THE
TOWN OF FORT ERIE

DATE: _____

by:

its: Mayor

by:

its: Clerk