

THE CORPORATION OF THE
TOWN OF PELHAM
BY-LAW #2091 (1999)


Being a by-law to authorize the Mayor & Clerk to enter into an
Employment Contract with Mr. Scott McLeod.

WHEREAS the Council of the Corporation of the Town of Pelham deems it desirable to
enter into an Employment Contract with Mr. Scott McLeod, Director of Fire Services for the period
August 1st., 1999 to July 30th., 2002;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF
PELHAM ENACTS AS FOLLOWS:

- (1) THAT the Employment Contract dated August 1st., 1999 between the Corporation of the
Town of Pelham and Mr. Scott McLeod be and the same is hereby approved.
- (2) THAT the Mayor and Clerk be and each of them is hereby authorized and instructed on
behalf of the Corporation of the Town of Pelham to execute the said Employment
Contract and the Clerk is hereby authorized to affix the Corporate Seal thereto.

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED BY COUNCIL THIS
21st. DAY OF JUNE, 1999 A.D.


MAYOR


CLERK

SCHEDULE 'A'

THIS AGREEMENT MADE THE 30 day of JULY, 1999.

BETWEEN:

CORPORATION OF THE TOWN OF PELHAM

(hereinafter referred to as "the Corporation")

- and -

Scott McLeod

(hereinafter referred to as "the employee")

WHEREAS the Corporation desires to engage the services of Scott McLeod as its Director of Fire Services and Scott McLeod desires to accept the Corporation's engagement all upon the terms and conditions herein contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants and agreements hereinafter set-forth, covenant and agree with each other as follows:

PART 1

Position and Term

1. The Corporation hereby appoints Scott McLeod to the position of Director of Fire Services of the Town of Pelham for the period commencing August 1, 1999 and ending July 30, 2002.

Responsibilities

2. Scott McLeod shall well and faithfully perform all the duties of Director of Fire Services as provided in the job description attached hereto as Schedule A and such additional duties as may from time to time be prescribed by the Council of the Town of Pelham, either by By-law or resolution, or the Chief Administrative Officer.

Remuneration

3. For the above term of employment by the Corporation as Director of Fire Services, the Corporation shall pay Scott McLeod an annual salary of \$64,926.00 together with such benefits as are hereinafter set-forth. Review of this salary shall take place annually on the same basis as other managerial employees.

PART II

Standard Corporation Benefit Plans

4. Scott McLeod shall participate in all standard benefit plans as may be prescribed from time to time for the Corporation's managerial group of employees including but not restricted to:
 - a) Group life insurance;
 - b) Dental plan;
 - c) Health Care Insurance Plan;
 - d) Major medical and supplementary hospital plan;
 - e) Long Term and Short Term Disability Plans

5. Scott McLeod authorizes the Corporation to make all necessary payroll deductions and to convey all necessary confidential information for the Director of Fire Service's participation in the above plans or in any other benefit arrangement provided for in this Agreement.

Associations and Continuing Education

6. Scott McLeod at the expense of the Corporation shall attend such professional development courses and seminars as may be recommended or approved by Council of the Corporation and the Chief Administrative Officer at the expense of the Corporation and as approved in the annual budget of the Corporation.

Vacation

7. Scott McLeod shall be entitled to an annual vacation of 3 weeks. However for vacation purposes, the Corporation will acknowledge Mr. McLeod's previous experience as Deputy Chief/Chief and grant vacations as per the Town's Vacation Policy, as amended from time to time by Council.

PART III

Termination

8. The parties acknowledge and recognize Section 44 of the Fire Protection & Prevention Act, 1997, R.S.O. 1997, Chapter 4, as amended, which states:
 - (1) The employment of a firefighter may be terminated upon seven days' notice. The notice must be accompanied by written reasons for the termination.

- (2) A firefighter who has received a notice of termination of employment may require a review of the termination to be conducted, unless a collective agreement provides for another review mechanism.
 - (3) If a review of a termination is required under Subsection (2), the municipality in which the firefighter is employed shall appoint a person who is not employed in the fire department to conduct the review.
 - (4) A person appointed to conduct a review shall conduct the review within 10 days after the day the review is required. The person is not required to hold a hearing in conducting a review under this section.
 - (5) A person conducting a review of a termination under this section may uphold the termination, order that the firefighter be returned to duties under such conditions as may be specified in the order or make such other order as he or she considers proper.
9. Scott McLeod acknowledges that the Corporation may terminate this Agreement at any time without compensation in lieu of notice for just cause.
10. The Corporation acknowledges that Scott McLeod may terminate this Agreement, without cause, at any time upon first giving three (3) months' notice in writing. Scott McLeod acknowledges that in such a case he shall be entitled to no compensation or benefits under this Agreement upon the expiry of the said (3) months.

However, should Scott McLeod terminate this agreement before the 3 year contract period ends, Scott McLeod agrees to repay, to the Corporation, on a pro-rata basis relating to the unexpired portion of the contract, the actual relocation expenses paid to Scott McLeod due to his relocation.

11. The Corporation and Scott McLeod both acknowledge and agree that, in the event the Corporation shall terminate this Agreement without just cause, the Corporation shall pay, in lieu of notice, to Scott McLeod compensation equal to 6 months' salary and that upon such payment Scott McLeod shall have no further claim or claims against the Corporation for such termination. It is understood that should the Corporation terminate this agreement without just cause, the Corporation will not seek repayment of any relocation expenses paid to or on behalf of Scott McLeod.
12. Upon termination of employment (termination of Agreement) Scott McLeod hereby expressly waives and releases any and all rights, claims and interests whatsoever which he now has, or may have in future, arising out of this Agreement or his employment save as to those expressly provided in this agreement and he does hereby discharge the Corporation from all liabilities therefore and this provision may be pleaded as a full and effective answer and estoppel to any such claims which he may assert in any civil proceeding. This provision shall be binding upon and enure to the benefit of the respective heirs, executor, administrators, and successors of the parties hereto.

PART IV

Miscellaneous

13. Upon the relocation of Scott McLeod's residence to the Town of Pelham, the Town shall pay to Scott McLeod a maximum amount of \$5,000.00 dollars to partially compensate for the cost of relocating his residence.
14. Scott McLeod acknowledges the right of the Corporation to promulgate policies governing its employees and agrees to be bound by all such policies and procedures save and except where they specifically contradict the terms of this Agreement.
15. Scott McLeod shall devote his full time and attention to the discharge of his duties under this Agreement in that he shall devote that amount of time and attention normally expected of the Director of Fire Services of a municipal corporation. Scott McLeod undertakes and agrees not to commence any employment for or with any other person during the term of this Agreement. Scott McLeod acknowledges that this is a reasonable restriction on the part of the Corporation.
16. Scott McLeod acknowledges that any trade secrets or confidential information he becomes aware of or develops in the performance of his duties under this Agreement shall be held by him in the strictest of confidence and not released without the express prior approval of the Town Council.

Scott McLeod acknowledges that any benefits arising from the development of such trade secrets shall be the sole property of the Corporation. Scott McLeod further acknowledges that this restriction is reasonable on the part of the Corporation and shall survive the termination of this Agreement.

17. Any notice under this Agreement shall be deemed to be valid if given in writing and delivered by hand as follows:

(a) To the Corporation:
20 Pelham Town Square
Pelham, Ontario.
L0S 1E0

(b) To Scott McLeod
_____(address)_____

or such other residential address as Scott McLeod shall provide by letter to the Chief Administrative Officer.

18. Notwithstanding Section 1, this Agreement may be extended for a further period of 2 years or such other agreed upon time, such extension or amendments to be made in writing, as agreed to by consent. In the event the parties agree to extend the term of this Agreement for a further period or periods, such extension or extensions shall be confirmed in writing not later than six (6) months prior to the expiration of the initial term or any extended term as the case may be.

In the event that this Agreement shall not be extended, Scott McLeod's employment with the Corporation shall terminate at the end of the term or the extended term (if extended) unless other arrangements are made in writing with the Council of the Corporation.

19. Scott McLeod acknowledges that his performance of the duties and obligations pursuant to this Agreement is subject to review by the Chief Administrative Officer and Council on the following time frame:

6 months after commencement

It is acknowledged that the review process will be structured to provide Scott McLeod with an opportunity to provide input and response to the Chief Administrative Officer and Council.


20. In the event that any provision or part of this Agreement shall be deemed void and invalid by a Court of competent jurisdiction, the remaining provisions or parts of it shall be and remain in full force and effect.
21. Any waiver by either party of a breach of any provision of this Agreement shall not operate as of or be construed as a waiver of any subsequent breach thereof.
22. This Agreement is not assignable, either in whole or in part.
23. This Agreement shall be governed by the laws of the Province of Ontario.
24. This Agreement constitutes the entire agreement between the parties, and there are no other collateral representations or warranties.

PER: R. Beane
Mayor

PER: A. Cheney
Clerk (Acting)

[illegible]

Schuyler MacLette
Witness



Scott McLeod

) I, SCOTT McLEOD of the
) _____
) in the Province of Ontario
) MAKE OATH AND SAY:

- SWORN before me at
the TOWN OF PELHAM, in the
Province of Ontario,
this 20 day of JUNY
A.D., 1999.

CHERYL MICLETTE, Deputy Clerk,
Town of Pelham, a Commissioner
for taking Affidavits in the
Regional Municipality of Niagara.