

Secondment Agreement

This document represents an agreement between the following parties:

The Regional Municipality of Niagara (i.e. 'Region')

And

The Corporation of the Town of Pelham (i.e. 'Town')

And

Nancy Bozzato (i.e. 'Mrs. Bozzato')

Whereas Mrs. Bozzato is an employee of the Region;

And whereas the parties are desirous to enter into an agreement concerning the secondment of Mrs. Bozzato to the Town;

And whereas the intent of this agreement is to provide Mrs. Bozzato with a developmental employment opportunity with the Town **and** to facilitate the transfer of the Region's Land Division responsibilities to the Town and certain of its partner municipalities;


Now therefore the parties agree to the following:

- 1) Mrs. Bozzato will be seconded to the Town.
- 2) The secondment of Mrs. Bozzato to the Town will be in effect for the period November 15, 1999 to November 14, 2001, subject to satisfactory performance and annual renewal.
- 3a) Mrs. Bozzato's salary and benefits will continue to be paid directly by the Region, for the duration of the secondment.
- 3b) The Region will be fully reimbursed by the Town on an annual basis for all salary and benefits paid by the Region to Mrs. Bozzato during the secondment period, the rate for the first year of which shall be \$45,058.75 per annum, or \$24.75 per hour (inclusive of salary and benefits), subject to any upgrades that may occur as a result of possible changes in the Region's compensation scheme as affects Mrs. Bozzato. The base rate for overtime hours shall be \$23.24 per hour, since benefits calculations are not applicable to overtime.


- 3c) Should the secondment end, for any reason, prior to the completion of two full years, the Town will compensate the Region only for the time served by Mrs. Bozzato.
- 4a) Ms. Bozzato will report to the Chief Administrative Officer of the Town during the secondment period. Her primary responsibilities and duties are as prescribed under the Planning Act, R.S.O. 1990, and relevant regulations, as respects the role of the Secretary-Treasurer of a Committee of Adjustment. Other duties will be performed through mutual consent between Mrs. Bozzato and the Town.
- 4b) Mrs. Bozzato will be entitled to the holidays, sick leave and vacations provided by the Region. Any overtime served beyond a standard 35 hour week by Mrs. Bozzato will be compensated at straight time up to 44 hours, and at time and a half beyond that, in a payment methodology to be determined by the parties.
- 5) Mrs. Bozzato will be eligible for the Region's internal training opportunities only with the express approval of the Chief Administrative Officer on behalf of the Town, the cost of which training will be borne by the Town.
- 6) Mrs. Bozzato will be eligible to apply for internal vacancies at the Region during the secondment period, in accordance with Council policy and concerned collective agreement(s); however, acceptance of such a position will terminate the secondment, upon 90 days notice to the Town.
- 7) Mrs. Bozzato's performance will be reviewed by the Chief Administrative Officer of the Town on or about May 15, 2000, at which time consideration may be given to having Mrs. Bozzato join the Town's staff complement, it being further understood that there is no obligation on behalf of the Town to extend, nor by Mrs. Bozzato to accept, an offer of employment during or after this secondment period.
- 8) At no time during the secondment period is Mrs. Bozzato deemed an employee of the Town, it being understood that the Region shall remain responsible for all statutory and common law obligations as Mrs. Bozzato's employer.
- 9) Although there is an intent to transfer the Region's Land Division responsibility to the Town, there is no requirement that Mrs. Bozzato will be the only person at the Region assigned to service the needs of the Town during the secondment period. Further, any prior obligations that Mrs. Bozzato may have as a Region employee will be honoured, as is practicable, and will not be charged to the Town.

- 10) It is understood that the Town, by virtue of this agreement, may assign Mrs. Bozzato to act as Secretary-Treasurer for other municipalities that have partner agreements with the Town for this purpose, and that the Town is responsible for reimbursing the Region for such assignment(s).
- 11) Except as provided in Article 6 herein, this agreement may be terminated by any of the parties hereto, without cause, with 30 days notice to the other parties.
- 12) Mrs. Bozzato acknowledges that she will, during the secondment, acquire information about certain matters which are confidential to the Town and its municipal partners, which information is the exclusive property of the Town and/or its respective municipal partner(s). Accordingly, Mrs. Bozzato undertakes to treat confidentially all such information and not to disclose it to the Region or any other person or to use it for any purpose either during the secondment (except as may be necessary in the proper discharge of her duties) or after the secondment period for any reason, except with the written permission of the Town or the affected municipal partner. This provision does not affect Mrs. Bozzato's responsibilities for disclosing the public records surrounding Planning Act applications.
- 13) The parties hereto agree that if a dispute over this agreement should arise, they shall first attempt to resolve the dispute by convening a meeting of the Region's Chief Administrative Officer or designate and the Town's Chief Administrative Officer or designate.

Entered into this 1st day of November, 1999.



Michael H. Boggs, C.A.O.
Regional Municipality of Niagara



Gord Cherney, C.A.O.
Corporation of the Town of Pelham



Mrs. Nancy Bozzato