



Employee Agreement

Town of Pelham

Appendix A Wage Scale



TOWN OF PELHAM

EMPLOYEES AGREEMENT

TOWN OF PELHAM
WAGE SCALE
JANUARY 1, 2009 TO DECEMBER 31, 2009

	CLASS	START	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
Labourer	1	20.29	21.42	22.56		
Circulation Library Assistant	1	20.29	21.42	22.56		
Admin. Assist to Town Clerk & Secretary Treasurer to the C of A	2	20.61	21.83	23.04	24.25	
Office Clerk/Road Patroller	2	20.61	21.83	23.04	24.25	
Accounts Pay. & Recv. Clerk	2	20.61	21.83	23.04	24.25	
Water Billing Clerk	2	20.61	21.83	23.04	24.25	
Admin. Assist to Fire Chief	2	20.61	21.83	23.04	24.25	
Admin. Assist Dir. Of Planning	2	20.61	21.83	23.04	24.25	
Admin. Assist CIS	2	20.61	21.83	23.04	24.25	
Community Services Coordinator	2	20.61	21.83	23.04	24.25	
Payroll/Personnel Clerk	2	20.61	21.83	23.04	24.25	
Equipment Operator	2	20.61	21.83	23.04	24.25	
Admin. Assist Bldg & Enfr. Services	2	20.61	21.83	23.04	24.25	
Facilities Attendant	2	20.61	21.83	23.04	24.25	
Water & Sewer Operator	3	22.16	23.46	24.77	26.07	
Horticultural/Cemetery Operator	3	22.16	23.46	24.77	26.07	
Mechanic/Equipment Operator	3	22.16	23.46	24.77	26.07	
Building and Zoning Clerk	3	22.16	23.46	24.77	26.07	
Fleet Mechanic	3	22.16	23.46	24.77	26.07	
Planning Technician	4	24.37	25.80	27.23	28.66	
Taxation Clerk	4	24.37	25.80	27.23	28.66	
Roads Maintenance Tech	4	24.37	25.80	27.23	28.66	
Fire Prevention Officer	4	24.37	25.80	27.23	28.66	
Engineer Technologist	4	24.37	25.80	27.23	28.66	
Water Compliance Analyst	4	24.37	25.80	27.23	28.66	
Assistant Manager of Pub. Infrastructure	4	24.37	25.80	27.23	28.66	
Building Inspector	5	28.02	29.25	30.49	31.72	32.96

TOWN OF PELHAM

EMPLOYEES AGREEMENT



Approved by Council
March 16, 2009



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Team (SMT) and by all Employees listed in Schedule A and have been approved by Council. This Agreement is subject to review by the above mentioned parties upon termination of the current term of the Agreement.

ARTICLE 2 CODE OF ETHICS

Employees of the Corporation of the Town of Pelham are expected to adhere to the highest standards of professional competency, integrity and impartiality. The Town's Code of Ethics (PERS/01) represents general standards and applies to all municipal staff, including Directors and the Chief Administrative Officer. Employees must also adhere to any other codes of ethics applicable to their position.

ARTICLE 3 OCCUPATIONAL HEALTH & SAFETY

Health and Safety Policy Statement

The Corporation of Town of Pelham is committed to the protection of its workers against illness, injuries and to the prevention of property loss.

In fulfilling this commitment, the Town will provide and maintain a safe and healthy work environment in accordance with acceptable industry practices and in compliance with legislative requirements, and will strive to eliminate any hazards which may result in personal injuries/illnesses, or property loss.

All Employees will comply with the Town's loss prevention requirements as they apply to the design, operation and maintenance of facilities and equipment. All Employees will perform their jobs in accordance with the Town's policies, procedures and operating philosophy.

Health and safety will be integrated into municipal strategies, processes and performance measures. Health and safety risks will be effectively managed by eliminating, minimizing or controlling hazards.

An environment will be provided that enables all Employees to participate and work collaboratively in developing, promoting and improving health and safety at work.

ARTICLE 4 PROBATIONARY PERIOD

It is the policy of the Town to establish a six (6) month probationary period for newly hired Employees. This probationary period may be extended at the discretion of the Director.

Time spent in an "acting" position of responsibility will count towards completion of the

**ARTICLE 6 HIRING**

In accordance with the Town's Hiring Policy (Attachment 2), all recruitment and hiring related matters shall be undertaken in an objective and impartial manner. Directors are accountable for ensuring compliance with the Town's Hiring Policy.

The Town of Pelham hires and promotes on the basis of merit. All candidates will be given equal opportunity for employment based on qualifications, experience and skills.

All job openings will be posted internally and advertised externally concurrently for a minimum closing deadline of ten (10) regular working days. Exceptions to this normal practice requires approval of the CAO.

External recruitment for any position shall always take place by means of an advertisement in a local weekly newspaper. Depending on the position to be filled, the use of other publications/websites/newsletters with a wider circulation may be used at the discretion of the CAO and/or Council.

Where candidates interview scores and qualifications are tied between internal and external candidates, preference is given to the internal candidate.

ARTICLE 7 PAY DAY

Pay day will be every second Thursday. Where payday falls on a designated holiday, the immediately preceding working day will be pay day.

Office and Clerical Employees

Office and Clerical Employees will be paid for 35 hours a week.

Recreational Facilities and Public Infrastructure Employees

Employees in the Recreational Facilities and Public Infrastructure Divisions will be paid on each pay day for all time worked up to midnight of the previous Friday. Approved time sheets must be submitted by the Director to the Payroll Clerk by 9:00 am on the Monday morning preceding a pay day.

ARTICLE 8 WAGES

The Town agrees to pay and the Employee agrees to accept the wage rates set out in Schedule "A" attached to and forming part of this Agreement.

**Call-In Procedure**

The Public Infrastructure Division Call-In Procedure is as follows:

1. A list of full-time Employees shall be posted at the Tice Road Public Infrastructure Department. This list shall be kept hanging on or near the communications bulletin board.
2. This list is based on seniority in a descending order.
3. When an overtime situation occurs the established list shall be followed. A call is made to the Employee next on the list. If there is no answer, or if the overtime call-in is refused, the next person on the list shall be called. The descending rotation is followed to the last person on the list and then returns to the top. A fifteen (15) minute grace period shall be given to Employees to return a message left on an answering machine. The Supervisor or On-call person shall fill out the time, date and the acceptance or refusal of the call-In. This list shall be kept up to date.
4. All full-time Employees have priority status over part-time Employees, and as such shall be given the first right to refuse overtime. Should additional Employees be required after exhausting the full-time call-in list, part-time staff shall be called accordingly.
5. Should overtime be required to complete works that are on-going past 3:30 p.m., the Employees on-site will be provided first right of refusal to stay and complete the work. Should Employees not previously assigned to said work be required, Employees will be asked to stay according to seniority (descending – top to bottom on a non-rotational basis). Accepting overtime as a continuation of the day will not impact the Employee's position on the call-in list.
6. When an Employee is scheduled for vacation beginning on the first working day of the week, they will be considered unavailable for overtime after 3:30 p.m. of the last regularly scheduled day of the previous week. It is the Employee's responsibility to inform the Supervisor otherwise.
7. Notwithstanding the above, should the call be for a Waterworks matter, a licensed Water Operator will be called and the situation is to be assessed on site. The Water Operator called shall be the next available Operator on the call-in list. If the Operator requires assistance then the call-out will follow the established procedure and the list will be respected.
8. Notwithstanding the above, should the call be for a Wingman operator the

**ARTICLE 13 BENEFIT PLANS****Mandatory Deductions**

The Municipality will deduct from an Employee's pay all statutory deductions as required under the laws of Canada or the Province of Ontario.

Retirement Plan

Each full-time Employee must join the Ontario Municipal Employees' Retirement System Plan. See O.M.E.R.S. booklet for details.

Health Insurance

100% of the cost of the Ontario Health Insurance Plan will be paid by the Municipality through the Employers Payroll Tax.

Life Insurance – A.D. & D.

100% of the cost of the group life and accident insurance will be paid by the Municipality. (See insurance booklet for details or contact the Payroll Clerk).

Extended Health

100% of the cost of the extended health benefits is paid by the Municipality. (See insurance booklet for details or contact the Payroll Clerk).

Disability Plan

100% of the cost of the long term disability plan is paid by the Municipality. (See insurance booklet for details or contact the Payroll Clerk).

Dental Plan

100% of the cost of the dental plan is paid by the Municipality. (See insurance booklet for details or contact the Payroll Clerk).

Coverage for Life Insurance, Extended Health, Disability and Dental will commence upon full time employment.

Vision Care

All full time Employees, their spouses and children (to age twenty-one (21) and those over twenty-one (21) attending a Community College or University until age twenty-five (25) will be entitled to receive a maximum benefit once every twenty-four (24) months of \$300 and \$75 for eye examination. (See insurance booklet for details or contact the Payroll Clerk).

Continuation of Medical & Dental Benefits While on Long Term Disability

It shall be the policy of the Town that the following scale be used for continuation of medical and dental benefits for Employees while on long term disability:

**ARTICLE 15 EMPLOYEE PURCHASE PLAN FOR COMPUTERS**

All full-time Employees can purchase a personal computer and take advantage of:

A financing plan through payroll deduction:

- Up to a maximum of \$2,000.
- Maximum payment period of 52 pay periods.
- Interest charged at the rate prescribed by Revenue Canada.

Employees may choose to purchase a personal computer from any dealer. Please refer to Attachment 3 for the complete policy.

ARTICLE 16 VACATION

Full-time Employees receive vacation with pay as follows:

As of Dec. 31st	Time Off	Pay
Under 1 year	1 day for each full month of service to a maximum of 10 days	4% of earnings up to December 31 st .
1 yr but less than 3 yrs	2 weeks	2 weeks pay
3 yrs but less than 10 yrs	3 weeks	3 weeks pay
10 yrs but less than 17 yrs	4 weeks	4 weeks pay
17 yrs but less than 25 yrs	5 weeks	5 weeks pay
25 yrs and over	6 weeks	6 weeks pay

1. Vacation weeks shall be scheduled by Directors, taking into consideration the requirements of the Town and will consider such items as length of service and the Employee's wishes.



The designated holidays are:

- *New Year's Day
- *Family Day
- * Good Friday
- Easter Monday
- * Victoria Day
- *Canada Day
- August Civic Holiday
- *Labour Day
- *Thanksgiving Day
- Remembrance Day
- ½ day on Christmas Eve
- *Christmas Day
- *Boxing Day
- ½ day on New Year's Eve

*Legislated public or statutory holidays

Note: Where a holiday falls on a Saturday or Sunday and this day is not a scheduled working day for an Employee, the Monday following the designated holiday will be deemed to be the holiday.

ARTICLE 18 CLOSURE OF MUNICIPAL OFFICES DURING HOLIDAYS

It shall be the policy of the Town to close the Municipal Offices during the period between Christmas and New Year's for all Departments, except for essential services (Recreational Facilities and Public Infrastructure Employees) who shall only take time off for Christmas Day, Boxing Day, New Year's Day and two (2) half (0.5) days immediately preceding Christmas Day and New Year's Day.

Employees shall be advised yearly of the number of days required to accommodate the closure for this period. Employees shall take these days as vacation days, lieu time or time off without pay.

It shall also be the policy of the Town that Remembrance Day not be taken on November 11th but that it shall be taken during the Christmas Holiday closure for all Departments, except for Recreational Facilities and Public Infrastructure Employees who shall use Remembrance Day as a "floater".

**ARTICLE 20 ATTENDANCE AT CONFERENCES, SEMINARS, & WORKSHOPS****Approval**

Approval for attendance at conferences, seminars and workshops shall occur at the discretion of the Director and upon the approval of the CAO.

Where requests are made to attend conferences outside of the Province of Ontario, approval must be obtained by Council.

Expenses

The Town shall assume all allowable costs associated with attendance at approved activities:

- Registration fees,
- Transportation costs, in accordance with Town policy,
- Meal costs - \$75.00 maximum per day (breakfast \$15.00, lunch \$20.00 and dinner \$40.00)
- Accommodation expenses if the conference is more than 80 km from the Town of Pelham Municipal Office

Employees using their own transportation shall be paid the regular mileage rate, see Appendix B. Employees are encouraged to consider cost efficiency when determining their method of transportation.

The Employee shall submit an expense form, available from the Accounts Payable, with receipts attached to the Director for reimbursement.

ARTICLE 21 USE OF PERSONAL VEHICLES**Consent**

Any Employee who uses a personal vehicle while on business for the Municipality will only do so with the prior expressed consent of his/her Director.

Insurance

Before using a personal vehicle on business for the Municipality, the owner of the vehicle will furnish documented proof to his/her Director that such vehicle is covered for a minimum of \$2,000,000 public liability and property damage insurance.

Rate

The rate per kilometre paid to Employees who use a personal vehicle while on business for the Municipality will be set by the Council of the Municipality. The rate will be established annually as set out in Schedule "B" of this policy.



- Dresses/Skirts – Dress, business casual style sundress or business style denim including denim jumper/skirts of any colour.
- Shoes – Business/casual, closed or open-toes shoes or sandals.

Acceptable Dress (For Casual Dress Days)

All of the acceptable dress items from above, as well as:

- Pants/Slacks – Denim jeans of any colour including blue jeans; mid-calf or longer, cargo pants.
- Shirts/Blouses/Tops – T-shirts and sweatshirts.
- Dresses/Skirts
- Shoes – Athletic shoes, sneakers, canvas shoes, casual style sandals.

Unacceptable Dress (Anytime)

- Pants/Slacks – Sweatpants, jogging or windbreaker suits, leggings, spandex pants.
- Shorts – all types.
- Shirts/Blouses/Tops – T-shirts and sweatshirts with large logos or inappropriate phrases/graphics, low-cut or see-through shirts/blouses, crop-tops, halter-tops, tank tops, tops with spaghetti straps.
- Dresses/Skirts – backless, sundress/beach-type, length 3" above the knee or shorter, skorts.
- Shoes – Flip Flops.

Other items that are not acceptable at anytime during the work week include:

- hats and clothing bearing alcoholic or tobacco product advertisements;
- clothes that are wrinkled, too tight, too short, excessively loose, low-cut and/or see through or reveal any part of your back, midriff or sides.

The above list is not intended to be all-inclusive; common sense and good taste must prevail.

Compliance

It is the responsibility of each Director to ensure their Employees are aware of and consistently adhere to the standards of the Dress Code Guidelines. Given the variety of work situations and environments, the guidelines will be interpreted by individual Departments taking into account their operational requirements.

In those cases where an Employee wears clothing deemed to be inappropriate, their Supervisor will address the situation by requiring the Employee to immediately comply with the policy. Compliance may entail the Employee being sent home; time missed may require the use of make-up time or time off without pay.

Formal disciplinary action may be taken if the Employee repeatedly fails to comply with guidelines. The guidelines are set to help Employees determine the suitability of their

**ARTICLE 26 LEAVES OF ABSENCE****Bereavement Leave**

Leave of absence shall be granted for attendance at funerals as follows:

1. Up to four (4) days - death of a spouse, parent, guardian or child
2. Up to three (3) days - death of a brother, sister, mother/father-in-law, grandparents, grandchildren
3. Up to two (2) days - death of a sister/brother-in-law, son/daughter-in-law, step children, step parents
4. Up to one (1) day - death of an aunt or uncle, or to act as a pallbearer

Where attendance at funeral is not possible in the situations outlined above, a maximum of one (1) day for attendance at a memorial service is permitted.

Attendance at Judicial or Quasi-Judicial Hearings

Leave will be granted to the extent that will allow the Employee to discharge his or her responsibilities. Since the Employee receives full pay while on jury duty or while acting as a witness in a judicial or quasi-judicial matter, all fees paid to the Employee for acting in the capacities shall be paid over to the Town.

Medical Appointments

Employees are urged to make appointments outside of their normal working hours, if possible. When this is not possible, time-off may be arranged by the appropriate Supervisor. Time off may be made up by use of overtime, vacation time or shortened lunch periods.

Employees Serving As Volunteer Firefighters

Town Employees who are members of a Volunteer Fire Department may be expected to leave their place of employment during working hours in order to respond to a "fire call". This will not be possible under all circumstances.

Since situations will vary from one Department to another within the Town's sphere of operations, the practices that are acceptable will be negotiated between the Employee and his or her Supervisor.

Pregnancy and Parental Leave

Pregnancy and/or Parental Leave without pay shall be granted to an Employee subject to the provisions of the *Employment Standards Act* and other government legislation as enacted from time to time.

Other Leave of Absence Without Pay

A leave of absence without pay of up to ten (10) days may be granted by the Director



charged as leave without pay. The report must state the Employee suffered substantial inability to perform the essential tasks of his or her occupation or employment and indicating the probable duration of the illness, accident, injury or quarantine and treatment plan.

The Employee shall submit such periodic reports on his or her condition as the Town may reasonably require. The cost of the examination(s) and any report(s) obtained is the responsibility of the Town.

Upon receipt of a report that an Employee became disabled while employed and is under the continuous care of the health practitioner, salary is paid while the Employee continues to be disabled subject to the limitations and exclusions contained herein and subject to conditions of interrupted periods of disability.

Coverage Period

Payment is made for a maximum period of seventeen (17) weeks during any one period of disability. Coverage is based on a calendar year and is automatically renewed each January 1st provided the Employee is not absent on short term disability on January 1st. An Employee who is absent on short term disability prior to and including January 1st shall have his or her allotment renewed when he or she has returned to work on a full-time basis.

Interrupted Periods of Disability

Interrupted periods of disability occurring after the benefit becomes payable and while this provision is in force are considered a single period if the Employee, in the interval between the interrupted periods of disability is actively at work for a period of less than:

1. Eight (8) consecutive weeks if disability is due to the same related causes;
or
2. Ten (10) consecutive days if disability is due to an entirely unrelated cause.

In such cases, a new disability period is not applied, and the benefit is payable in total not longer than the maximum benefit at the time of the initial disability.

Limitations

Payment is not made for:

1. A period of formal pregnancy or parental leave taken by the Employee as provided under the relevant legislation.
2. A period of pregnancy or parental leave commencing with the earlier of:
 - i) The elected date of leave, mutually agreed to by the Town and the Employee; or
 - ii) The date of birth of the child.

**ARTICLE 28 MODIFIED WORK****Objective**

The Town recognizes its obligations and the benefits of providing modified work for Employees who have been injured on the job or are recuperating from personal injury or illness. Every Department will attempt to accommodate Employees who cannot perform the normal duties of their position as a consequence of injury or illness. Where this is not possible, Inter-Departmental participation and cooperation will be required to meet the Town's policy of providing suitable modified work.

Every reasonable effort will be made to provide meaningful employment for both permanently and temporarily disabled Employees thereby returning valuable human resources to the workplace while maintaining dignity and self-respect to the Employee. The success of modified work efforts can be measured by the outcome of the activities of the workplace parties. The goal is to ensure suitable and available Employment that is within the Employee's functional abilities, and, if possible, restores the Employee's pre-injury earnings.

Responsibilities

Supervisors and Employees, and if possible, health care practitioners, are responsible for resolving issues with an Employee's ability to work. Co-operation and self-reliance must occur to achieve a plan for modified work.

1. Supervisor Responsibilities

- Maintain communication throughout the period of the Employee's recovery or impairment;
- Work with the Employee to determine his or her functional abilities. One source of this information is the health professional treating the Employee who provides functional abilities information upon request;
- Request that an Employee have a functional abilities form completed by a health professional if there is reasonable cause to believe that the Employee is unable to adequately perform the duties of his or her position. The cost of the examination(s) and any report(s) obtained is the responsibility of the Town; and
- Attempt to provide suitable and available employment that is consistent with the Employee's functional abilities and, when possible, restores the Employee's pre-injury earnings.

2. Employee Responsibilities

- Contact the Supervisor as soon as possible after an injury or illness occurs which affects the Employee's functional abilities;
- Maintain communication throughout the period of recovery or impairment; and
- Assist the Employer as required or requested to identify suitable work that is available, consistent with the Employee's functional abilities and, when



entitled to eight (8) weeks coverage at 100% of salary and nine (9) weeks at 75% of salary. Value of this coverage is \$7,400.

Employee is injured on the job. Employee receives WSIB compensation for a sixteen (16) month period. Town will "top up" for first four (4) months to normal net pay. Following twelve (12) months, the Town will "top up" to normal net pay to a maximum of \$7,400. The dollar amount will be reduced by each sick day taken and "charged" against Short Term Disability plan entitlement.

ARTICLE 30 MANAGEMENT RIGHTS

The Employees acknowledge the exclusive function of the Employer to:

1. Maintain order, discipline and efficiency;
2. Hire, lay-off, classify, direct, transfer and promote Employees and to discharge, demote, suspend or otherwise discipline Employees for just cause, subject to the grievance procedure; and
3. Determine the work to be performed, the method or processes to be employed, schedule of operation, the types and location of equipment to be used and the number of persons to be employed.

ARTICLE 31 GRIEVANCE PROCEDURE

It is the mutual desire of all concerned that a complaint of an Employee arising from the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be adjudicated as promptly as possible.

It is first understood that an Employee has no grievance until he or she has first discussed the complaint with the immediate Supervisor without satisfaction. If the complaint cannot be resolved by discussion between the Employee and the immediate Supervisor, the Employee may submit a grievance which will be adjudicated in the following manner:

Step 1

Concerns must be submitted in writing to the immediate Supervisor within five (5) working days from the date of the incident(s) upon which the grievance is based. The Supervisor will give a decision in writing within two (2) working days of the receipt of the written grievance.

Step 2

If not settled in Step 1, the grievance may, within three (3) working days, be submitted in writing to the Employee's Director. The Employee's Director will give a decision in writing within two (2) working days of receipt of the grievance. The submission will

**Levels of Progressive Discipline****1. Employee Counselling**

It is within the discretion of the Supervisor to decide when to counsel an Employee and when to implement formal discipline. Counselling is used in situations where the Supervisor feels that discussion, instruction/training will resolve the Employee's performance or behaviour. Counselling is used to help correct poor performance and not to punish individuals. It ensures that the Employee knows what is expected in terms of performance and how it is to be accomplished.

2. Verbal Warning

The Supervisor outlines the circumstances leading to discipline and verbally warns the Employee that should the offence reoccur the Employee shall be given a warning letter. A summary of the interview must be prepared and forwarded to the Employee's personnel file.

3. Written Warning

Should an incident arise that is considered serious enough to warrant immediate delivery of a written warning letter or should a previous offence reoccur in the progressive discipline process, the Supervisor shall meet with the Employee and present a letter outlining the circumstances. The Employee must be advised that should the offence reoccur the Employee shall be subject to further disciplinary action up to and including dismissal. A copy of the letter shall be forwarded to the Employee's personnel file.

4. Suspension

Should a previous offence reoccur in the progressive disciplinary process or should an incident occur that warrants immediate suspension without pay, the Supervisor shall review the number of days suspension with the Department Head. The length of suspension depends on the severity of the offence and must be agreed upon by the Supervisor and Director. The suspension shall be documented and a letter given to the Employee advising that should the offence occur again the Employee will be dismissed.

5. Termination

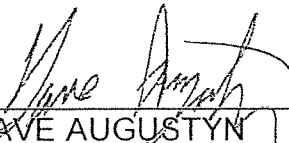
If the Employee's behaviour does not change in the progressive discipline process and all the stages have been followed, a recommendation shall be made by the Director to the CAO for dismissal of the Employee. It shall be conveyed to the Employee that the Employee brought the action on him or herself and left the CAO with no other alternative. Details of the Employee's behaviour and culminated offences leading to the dismissal shall be documented in a letter handed to the Employee.

**ARTICLE 33 DURATION OF AGREEMENT**

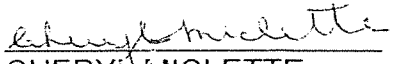
This Agreement shall come into effect as of January 1, 2009 and shall remain in effect until December 31, 2009. This contract constitutes the entire Agreement between the parties and supersedes and replaces all previous agreements and practices, both written and oral. This Agreement will remain in effect and shall extend until superseded by a subsequent Agreement.

DATED AT PELHAM THIS 16 DAY OF MARCH 2009.

TOWN OF PELHAM



DAVE AUGUSTYN
MAYOR



CHERYL MICLETTE
TOWN CLERK

EMPLOYEES BARGAINING GROUP



RYAN COOK
WATER & WASTEWATER



SALLY JAEGER
PLANNING & DEVELOPMENT



PHIL RITTENHOUSE
PARKS & RECREATION



Employee Agreement

Town of Pelham

**Appendix A
Wage Scale**



Employee Agreement

Town of Pelham

**Appendix B
Benefits Allowances**



Employee Agreement

Town of Pelham

**Appendix C
Functional Abilities Form**



What You Need to Know

By signing this form, the worker consents to the disclosure of functional abilities information, which is collected under the authority of the Freedom of Information and Protection of Privacy Act and provided by a health professional, to his or her employer for the sole purpose of substantiating his/her ability to work.

The worker is required to provide a completed copy of this form to his or her employer.

Worker

- This form is to be completed by your treating Health Professional who will discuss the information with you, once completed.
- You should contact your employer immediately to review the information on the completed form together in order to substantiate his/her ability to work.

Employer

- This is the information that you need about this worker's physical capabilities and limitations to establish his/her ability to work.

Health Professional

- This form contains the worker's consent for the release of the functional abilities information to the employer.
- The employer and worker will use this information to ensure the worker is able to function at work in a safe and healthy manner. The worker's ability to work will reflect your assessment of the worker's physical capabilities and limitations and presume that no clinical contraindications exist for other work activities, **therefore it is crucial that both the capabilities and limitations sections be completed in full.**
- The completion of this form is based on your examination of the injured worker and does not require a specialized Functional Abilities Evaluation.
- Diagnostic information **must not** be included.
- If you are able, please add more specific information on the duration of temporary precautions or maximum times or weights to be considered, in section 3 under General Comments/Specific Limitations. If necessary, please attach an additional page to this completed form to describe physical capabilities and limitations.
- **This does not replace clinical reporting requirements to the WSIB.**