



AGENDA

Regular Council Meeting

Tuesday, April 2, 2024

4:40 PM

Council Chambers/Zoom

Please visit the [TKL YouTube Channel](#) for the live-stream of the meeting.

We acknowledge that the Town of Kirkland Lake is located on the traditional territory of Algonquin peoples including the Beaverhouse First Nation, and unceded territory of other indigenous peoples. We recognize the presence of the Algonquin, Anishanabai, Ojibwe, Cree and Métis people in our community since time immemorial and honour their stewardship and care of these lands. We hereby affirm our continued commitment and responsibility to reconciliation.

1. CALL TO ORDER AND MOMENT OF SILENCE

2. APPROVAL OF THE AGENDA

RECOMMENDATION:

THAT the Agenda for the Regular Meeting of Council held on Tuesday, April 2, 2024 be approved as circulated.

3. DECLARATION OF PECUNIARY INTEREST

4. PETITIONS AND DELEGATIONS

5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

5.1. Council Minutes

[Council Minutes - March 19, 2024](#)

[SP Council Minutes - March 27, 2024](#)

RECOMMENDATION:

THAT Council approve the minutes of the following meetings:

- Minutes of the Regular Meeting of Council held March 19, 2024; and
- Minutes of the Special Meeting of Council held March 27, 2024.

5.2. Local and Regional Board Minutes
[Minutes - DTSSAB - February 21, 2024](#)

RECOMMENDATION:

THAT Council receive the minutes of the following meeting:

- Minutes of the District of Timiskaming Social Services Administration Board of Directors held February 21, 2024.

6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

6.1. Proposed Corporate Video Surveillance Policy
Jennifer Montreuil, Municipal Clerk
[2024-ADM-010](#)

RECOMMENDATION:

THAT Report Number 2024-ADM-010 entitled “**Proposed Corporate Video Surveillance Policy**” be received;

AND THAT Council approve the Corporate Video Surveillance Policy, as presented;
AND THAT Council direct that the Corporate Video Surveillance Policy take effect immediately;

AND FINALLY THAT the Corporate Video Surveillance Policy be numbered and inserted into the Corporate Policy Manual.

6.2. Proposed Customer Code of Conduct Policy
Jennifer Montreuil, Municipal Clerk
[2024-ADM-011](#)

RECOMMENDATION:

THAT Report Number 2024-ADM-011 entitled “**Proposed Customer Code of Conduct Policy**” be received;

AND THAT Council approve the Customer Code of Conduct Policy, as presented;
AND THAT Council direct that the Customer Code of Conduct Policy take effect immediately;

AND FINALLY THAT the Customer Code of Conduct Policy be numbered and inserted into the Corporate Policy Manual.

6.3. Supplemental: ONA Local 215 Collective Agreement (2023-2025)
Kassandra Young, Manager, Human Resources Services
[2024-CORP-022](#)

RECOMMENDATION:

THAT Report Number 2024-CORP-022 entitled “**Supplemental: ONA Local 215 Collective Agreement**” be received.

- 6.4. Retail Business Holiday Exemption By-Law
Dan Laverdure, Director of Development and Enterprise Services
Jennifer Montreuil, Municipal Clerk

[2024-DEV-009](#)

RECOMMENDATION:

THAT Report Number 2024-DEV-009 entitled “**Retail Business Holiday Exemption By-Law**” be received;

AND FINALLY THAT a Public Meeting be held on Tuesday, April 16, 2024 at 4:40 PM to allow for local business retailers to provide comments on the proposed retail business holiday exemption by-law.

- 6.5. 2024 Corporate Business Plan
Alan Smith, Chief Administrative Officer
[2024-CAO-005 REVISED \(For April 2, 2024\)](#)

RECOMMENDATION:

THAT Report Number 2024-CAO-005 entitled “**2024 Corporate Business Plan**” be received for information.

7. CONSIDERATIONS OF NOTICES OF MOTIONS

- 7.1. Mayor Wight - Letter of Understanding with Beaverhouse First Nation

Moved by: Mayor Stacy Wight

Seconded by: Councillor Lad Shaba

WHEREAS Beaverhouse First Nation is an Indigenous First Nation located on the banks of Kirkland Lake in the Misema River system;

AND WHEREAS Beaverhouse First Nation had previously been excluded from the Treaty 9 Agreement between Indigenous nations and Canada;

AND WHEREAS On April 19, 2022, the Government of Canada officially recognized Beaverhouse First Nation as a First Nation under section 35 of Canada’s Constitution;

AND WHEREAS The Corporation of the Town of Kirkland Lake recognizes that Beaverhouse First Nation has governed itself since time immemorial, in accordance with its own inherent laws, jurisdiction, governance and responsibilities;

AND WHEREAS the recognition offers a profound opportunity for Kirkland Lake and Beaverhouse to restore their rightful place as true partners in the economic, political, and social fabric of our community;

AND WHEREAS the Town of Kirkland Lake believes the path to true Reconciliation is through actions;

THEREFORE BE IT RESOLVED THAT The Corporation of the Town of Kirkland Lake develop a Letter of Understanding with Beaverhouse First Nation, as a commitment to renewing and strengthening our community-to-community relationship and working together in good faith to achieve lasting Reconciliation.

7.2. Mayor Wight - Exotic Animals

Mover: Mayor Stacy Wight

Second: Councillor Casey Owens

WHEREAS Ontario has more private non-native (“exotic”) wild animal keepers, roadside zoos, mobile zoos, wildlife exhibits and other captive wildlife operations than any other province;

AND WHEREAS the Province of Ontario has of yet not developed regulations to prohibit or restrict animal possession, breeding, or use of non-native (“exotic”) wild animals in captivity;

AND WHEREAS non-native (“exotic”) wild animals can pose very serious human health and safety risks, and attacks causing human injury and death have occurred in the Province;

AND WHEREAS the keeping of non-native (“exotic”) wild animals can cause poor animal welfare and suffering, and poses risks to local environments and wildlife; and,

AND WHEREAS owners of non-native (“exotic”) wild animals can move from one community to another even after their operations have been shut down due to animal welfare or public health and safety concerns;

AND WHEREAS municipalities have struggled, often for months or years, to deal with non-native (“exotic”) wild animal issues and have experienced substantive regulatory, administrative, enforcement and financial challenges; and,

AND WHEREAS the Association of Municipalities of Ontario (AMO), the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO), and the Municipal Law Enforcement Officers' Association (MLEOA) have indicated their support for World

Animal Protection’s campaign for provincial regulations of non-native (“exotic”) wild animals and roadside zoos in letters to the Ontario Solicitor General and Ontario Minister for Natural Resources and Forestry;

THEREFORE BE IT RESOLVED THAT The Corporation of the Town of Kirkland Lake hereby petitions the provincial government to implement provincial regulations to restrict the possession, breeding, and use of non-native (“exotic”) wild animals and license zoos in order to guarantee the fair and consistent application of policy throughout Ontario for the safety of Ontario’s citizens and the non-native (“exotic”) wild animal population;

AND FINALLY THAT a copy of this resolution be forwarded to the Premier of Ontario, Ontario’s Solicitor General, Ontario’s Minister for Natural Resources and Forestry, MPP Timiskaming-Cochrane, AMO, AMCTO, MLEAO, and all municipalities within the District of Timiskaming.

7.3. ~~WITHDRAWN – Councillor Patrick Kiely – Communication Process with Integrity Commissioner~~

8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

8.1. **By-Law # 24-017**

[24-017 2024 Council Remuneration \(Repeals 23-081\)](#)

RECOMMENDATION:

THAT the following by-law be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto;

By-Law Number 24-017, being a by-law to establish the remuneration for members of Council for the Town of Kirkland Lake.

8.2. **By-Law # 24-018**

[24-018 ONA Local 215 Collective Agreement](#)

RECOMMENDATION:

THAT the following by-law be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto;

By-Law Number 24-018, being a by-law to authorize The Corporation of the Town of Kirkland Lake to enter into an agreement with Ontario Nurses' Association Local 215.

9. QUESTIONS FROM COUNCIL TO STAFF

None.

10. NOTICE(S) OF MOTION

11. COUNCILLOR'S REPORTS

11.1. Updates from Members of Council

RECOMMENDATION:

THAT the verbal updates from members of Council be received.

12. ADDITIONAL INFORMATION

13. CLOSED SESSION

RECOMMENDATION:

THAT Council adjourn in-camera at ____ PM pursuant to Section 239 (2)& (3.1) of the *Municipal Act*, 2001, as amended, to discuss:

- the security of the property of the municipality or local board;
- personal matters about an identifiable individual, including municipal or local board employees;
- a proposed or pending acquisition or disposition of land by the municipality or local board;
- labour relations or employee negotiations;
- litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local boards;

- advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

for the following reason(s):

- Item 13.1 Supplemental: IAFF Collective Bargaining
- Item 13.2 Staffing Updates
- Item 13.3 Insurance & Legal Updates
- Item 13.4 Supplemental: Negotiations Update - KL Solar Inc.
- Item 13.5 Education: Council Role on Local & Regional Boards

RECOMMENDATION:

THAT Council reconvene in open session at _____ PM.

14. MATTERS FROM CLOSED SESSION

15. CONFIRMATION BY-LAW

15.1. **By-Law # 24-019**

[24-019 Confirming Proceedings - April 2, 2024](#)

RECOMMENDATION:

THAT the following by-law be read, numbered, passed, signed by the Mayor and Municipal Clerk, and the Seal of the Corporation be affixed thereto;

By-Law Number 24-019, being a by-law to confirm the proceedings of Council at its meeting held Tuesday, April 2, 2024.

16. ADJOURNMENT

RECOMMENDATION:

THAT this Regular Meeting of Council do now adjourn at _____ PM.

MINUTES

Regular Council Meeting

Tuesday, March 19, 2024

4:40 PM

Council Chambers/Zoom

The Regular Council of the Town of Kirkland Lake was called to order on Tuesday, March 19, 2024, at 4:43 PM, in the Council Chambers/Zoom, with the following members present:

Present: Mayor Stacy Wight, Councillor Janice Ranger, Councillor Lad Shaba, Councillor Casey Owens, Councillor Dolly Dickens, Councillor Rick Owen, and Councillor Patrick Kiely

Guest: Anthony Danis, Ontario Clean Water Agency (4:40 PM – 6:01 PM)

Staff: Chief Administrative Officer Alan Smith, Director of Public Works Stephane Fortin (4:40 PM - 6:31 PM), Director of Emergency Services / Fire Chief Earl Grigg (4:40 PM - 6:31 PM), Director of Corporate Services Shawn LaCarte, Director of Community Services Bonnie Sackrider, Director of Long-Term Care and Senior Services Tanya Schumacher (4:40 PM - 6:31 PM), Director of Development and Enterprise Services Dan Laverdure (4:40 PM - 6:31 PM), Municipal Clerk Jennifer Montreuil, Treasurer Lloyd Crocker (4:40 PM - 6:31 PM), Deputy Treasurer Bart Seaton (4:40 PM - 6:31 PM), Strategic Initiatives & Workplace Performance Coordinator Stephanie Dell (4:40 PM - 6:31 PM), and Deputy Clerk/Lottery Licencing Officer Amberly Spilman (4:40 PM - 6:31 PM)

1. CALL TO ORDER AND MOMENT OF SILENCE

Mayor Wight read the Land Acknowledgment Statement, called the meeting to order, and requested a moment of silence.

2. APPROVAL OF THE AGENDA

Moved by: Councillor Janice Ranger
Seconded by: Councillor Casey Owens

BE IT RESOLVED THAT the Agenda for the Regular Meeting of Council held on Tuesday, March 19, 2024 be approved as circulated.

CARRIED

3. DECLARATION OF PECUNIARY INTEREST

Mayor Wight requested those present to declare any pecuniary interests with matters appearing on the open session agenda. None noted.

4. PETITIONS AND DELEGATIONS

None.

5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

- 5.1. Moved by: Councillor Lad Shaba
Seconded by: Councillor Dolly Dickens

BE IT RESOLVED THAT Council approve the minutes of the following meeting:

- Minutes of the Regular Meeting of Council held March 5, 2024.

CARRIED

- 5.2. Moved by: Councillor Rick Owen
Seconded by: Councillor Patrick Kiely

BE IT RESOLVED THAT Council receive the minutes of the following meeting:

- Minutes of the Timiskaming Health Unit Board of Health held January 31, 2024.

CARRIED

6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

- 6.1. 2024 Corporate Business Plan
Alan Smith, Chief Administrative Officer

Moved by: Councillor Janice Ranger
Seconded by: Councillor Rick Owen

BE IT RESOLVED THAT the matter be deferred to the April 2, 2024 Regular Meeting of Council.

CARRIED AS AMENDED

- 6.2. 2024 Operating and Capital Budget
Lloyd Crocker, Treasurer

Moved by: Councillor Patrick Kiely
Seconded by: Councillor Rick Owen

BE IT RESOLVED THAT Report Number 2024-CORP-020 entitled "2024 Operating and Capital Budget" be received for information;

AND THAT a Public Meeting be held in relation to the Water and Wastewater Rates, as presented, on Thursday, April 4, 2024, at 4:40 PM;

AND FINALLY THAT the 2024 Budget Schedule be amended to substitute "April 23 Special Meeting: 2024 Town Budget for approval" to "April 25: Special Meeting: 2024 Town Budget for approval".

CARRIED

- 6.3.** Proposed 2024 User Fees & Charges
Jennifer Montreuil, Municipal Clerk

Moved by: Councillor Lad Shaba
Seconded by: Councillor Casey Owens

BE IT RESOLVED THAT Report Number 2024-CORP-017 entitled “**Proposed 2024 User Fees & Charges**” be received;
AND FINALLY THAT a Public Meeting be held on Thursday, April 4, 2024 at 4:40 PM.

CARRIED

- 6.4.** 2023 Summary of Remuneration and Expenses (Elected Officials)
Lloyd Crocker, Treasurer

Moved by: Councillor Rick Owen
Seconded by: Councillor Janice Ranger

BE IT RESOLVED THAT Report Number 2024-CORP-015 entitled “**2023 Summary of Remuneration and Expenses (Elected Officials)**” be received for information.

CARRIED

- 6.5.** Proposed Council Remuneration Policy
Jennifer Montreuil, Municipal Clerk

Amendment No. 1

Moved by: Councillor Lad Shaba
Seconded by: Councillor Janice Ranger

THAT the 1% increase to Council’s 2024 Remuneration be removed, including amendments to ‘Schedule A’ 1.0 Remuneration Rate from the proposed Policy.

CARRIED

Amendment No. 2

Moved by: Councillor Casey Owens
Seconded by: Councillor Dolly Dickens

THAT Section 6.5 Wellness Membership Subsidy be removed entirely from the Proposed Policy.

CARRIED

Amendment No. 3

Moved by: Councillor Casey Owens
Seconded by: Councillor Patrick Kiely

THAT an adjustment be made to Section 2.0 Reimbursement for Missed Employment Due to Council Function in Schedule A of the Proposed Policy by removing \$75 in subsection 2.1 and substituting it with “*at the value of a member’s wages, as submitted,*”

CARRIED

Moved by: Councillor Casey Owens
Seconded by: Councillor Rick Owen

BE IT RESOLVED THAT Report Number 2024-CORP-018 entitled “**Proposed Council Remuneration Policy**” be received;
AND THAT Council approve the Council Remuneration Policy, as amended;
AND THAT Council direct that the Council Remuneration Policy take effect commencing on January 1, 2025;
AND FINALLY THAT the Council Remuneration Policy be numbered and inserted into the Corporate Policy Manual.

CARRIED AS AMENDED

- 6.6.** 2023 Annual & Summary Reports for the Kirkland Lake Drinking Water System
Alan Smith, Chief Administrative Officer

Moved by: Councillor Janice Ranger
Seconded by: Councillor Patrick Kiely

BE IT RESOLVED THAT Report Number 2024-PW-002 entitled “**2023 Annual/Summary Report for the Kirkland Lake Drinking Water System**” be received;
AND THAT Council hereby accepts the 2023 Annual Summary Report for the Kirkland Lake Drinking Water System as presented;
AND FINALLY THAT the 2023 Annual/Summary Report for the Kirkland Lake Drinking Water System be published on the Town’s official website, and a copy be made available for public viewing at the Public Works Office on Dunfield Road.

CARRIED

- 6.7.** Annual Clean-Up Week
Alan Smith, Chief Administrative Officer

Moved by: Councillor Rick Owen
Seconded by: Councillor Lad Shaba

BE IT RESOLVED THAT Report Number 2024-PW-003 entitled “**Annual Clean-Up Week**” be received.

CARRIED

- 6.8.** Award of 608-24 RFP Integrity Commissioner Services
Jennifer Montreuil, Municipal Clerk

Moved by: Councillor Janice Ranger
Seconded by: Councillor Casey Owens

BE IT RESOLVED THAT Report Number 2024-CORP-016 entitled “**Award of 608-24 RFP Integrity Commissioner Services**” be received;
AND THAT Council award 608-24-RFP for Integrity Commissioner Services to Boghosian +Allen LLP, as per their proposal received on February 15, 2024;
AND THAT the Term for the Integrity Commissioner begin effective April 21, 2024, and end on November 30, 2026;

AND THAT the Mayor and Municipal Clerk be authorized to execute a Services Agreement with Boghosian+ Allen LLP for Integrity Commissioner Services, including an optional extension period at the Town's sole discretion;
AND FINALLY THAT an execution and appointment by-law be brought forward for three readings on April 16, 2024.

CARRIED

7. CONSIDERATIONS OF NOTICES OF MOTIONS

Councillor Shaba took the Chair at 6:13 PM.

7.1. Mayor Wight - Amendments to the OHSA to Clarify the Definition of Employer

Moved by: Mayor Stacy Wight

Seconded by: Councillor Rick Owen

BE IT RESOLVED THAT Council for The Corporation of the Town of Kirkland Lake support the resolution from the City of Greater Sudbury regarding Amendments to the Occupational Health & Safety Act (OHSA) to Clarify the Definition of Employer, as attached.

CARRIED

7.2. Mayor Wight - Urgent Need for Increased Funding to Libraries and Museums in Ontario

Moved by: Mayor Stacy Wight

Seconded by: Councillor Dolly Dickens

BE IT RESOLVED THAT Council for The Corporation of the Town of Kirkland Lake support the resolution from the Town of Lincoln regarding the Urgent Need for Increased Funding to Libraries and Museums in Ontario, as attached.

CARRIED

7.3. ~~WITHDRAWN Mayor Wight - Need for Complex Passes for a Local Entity~~

Mayor Wight resumed as Chair at 6:19 PM.

8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

8.1. Moved by: Councillor Janice Ranger Seconded by: Councillor Lad Shaba

BE IT RESOLVED THAT the following by-law be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto;
By-Law Number 24-014, being a by-law to establish remuneration adjustments for Non-Union employees.

CARRIED

9. QUESTIONS FROM COUNCIL TO STAFF

None.

10. NOTICE(S) OF MOTION

Mayor Wight – Letter of Understanding with Beaverhouse First Nation
Councillor Kiely – Communication Process with Integrity Commissioner

11. COUNCILLOR'S REPORTS

11.1. Updates from Members of Council

Moved by: Councillor Patrick Kiely
Seconded by: Councillor Rick Owen

BE IT RESOLVED THAT the verbal updates from members of Council be received.

CARRIED

12. ADDITIONAL INFORMATION

12.1. Proclamation - International Purple Day for Epilepsy Awareness (March 26, 2024)

Moved by: Councillor Lad Shaba
Seconded by: Councillor Casey Owens

BE IT RESOLVED THAT Council sanction the Proclamation for "**International Purple Day for Epilepsy Awareness (March 26, 2024)**" in the Town of Kirkland Lake.

CARRIED

12.2. Proclamation - World Autism Day (April 2, 2024)

Moved by: Councillor Patrick Kiely
Seconded by: Councillor Janice Ranger

BE IT RESOLVED THAT Council sanction the Proclamation for "**World Autism Day (April 2, 2024)**" in the Town of Kirkland Lake.

CARRIED

Council took recess at 6:31 PM and resumed the meeting at 6:44 PM.

13. CLOSED SESSION

Moved by: Councillor Dolly Dickens
Seconded by: Councillor Rick Owen

BE IT RESOLVED THAT Council adjourn in-camera pursuant to Section 239 (2) of the *Municipal Act*, 2001, as amended, to discuss:

- personal matters about an identifiable individual, including municipal or local board employees;
- a proposed or pending acquisition or disposition of land by the municipality or local board;
- labour relations or employee negotiations;
- advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence to the municipality or local board, which, if disclosed, could reasonably interfere significantly with the contractual or other negotiations of a person, group or persons, or organization; and
- a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

at 6:45 PM for the following reasons:

- Item 13.1 Review of a Non-Core Service #1;
- Item 13.2 Review to a Non-Core Service #2;
- Item 13.3 Leveraging the Housing-Enabling Water Systems Fund with Partnership;
- Item 13.4 Request to Purchase - Part Mining Claims L1354 & L6787 (Archer Drive); and
- Item 13.5 Supplemental: CAO Performance Evaluation.

CARRIED

Moved by: Councillor Patrick Kiely
Seconded by: Councillor Janice Ranger

BE IT RESOLVED THAT Council reconvene in open session at 9:04 PM.

CARRIED

14. MATTERS FROM CLOSED SESSION

Mayor Wight requested those present to declare any pecuniary interests with matters from the closed session appearing in the open session. None noted.

- 14.1.** Review to a Non-Core Service #2 (Item 4.2)
Alan Smith, Chief Administrative Officer
Bonnie Sackrider, Director of Community Services

Moved by: Councillor Lad Shaba
Seconded by: Councillor Janice Ranger

BE IT RESOLVED THAT Report Number 2024-CS-002 entitled “**Review to a Non-Core Service #2**” be received;

AND THAT Council direct for the cancellation of the Lease Agreement between The Corporation of the Town of Kirkland Lake and Ontario Heritage Foundation, now Ontario Heritage Trust (OHT), for the property located at 2 Château Drive, Kirkland Lake;

AND THAT Administration formally notify the OHT that The Corporation of the Town of Kirkland Lake divests itself of possession of the whole, and its interest in the management and its operations of the property legally described as Mining Claim L-2242 and 16635, commonly known as the Sir Harry Oakes Château and operating as the Museum of Northern History effective December 31, 2024;

AND THAT Council approve the engagement of consultancy services from WSCS Consultants Inc. to provide options on the transformation of cultural services, the costs of which are born by the operational savings of the divestiture;

AND THAT the Chief Administrative Officer be authorized to execute the Services Agreement with WSCS Consultants Inc. in the form and content satisfactory to the Chief Administrative Officer and Director of Community Services;

AND THAT immediate formal notice be given to the impacted staff, the Museum Advisory Committee, and Museum Auxiliary;

AND FINALLY THAT Administration be directed to issue a Press Release on the divestiture for public knowledge.

CARRIED

- 14.2.** Leveraging the Housing-Enabling Water Systems Funds with Partnership (Item 4.3)
Alan Smith, Chief Administrative Officer
Dan Laverdure, Director of Development & Enterprise Services

Moved by: Councillor Dolly Dickens
Seconded by: Councillor Casey Owens

BE IT RESOLVED THAT Report Number 2024-DEV-006 entitled “**Leveraging the Housing-Enabling Water Systems Fund with Partnership**” be received;

AND THAT Council direct that an application be submitted to the Housing Water Enabling Systems Fund for the engineering and design of Town water infrastructure rehabilitation in central Kirkland Lake;

AND THAT Council authorize a sole source Purchasing Agreement with EXP Services Inc. to undertake the work, as presented in the sum of \$554,090.00 +HST, which is 100% fully funded by Partnership;

AND FINALLY THAT the Chief Administrative Officer be authorized to execute the Purchasing Agreement in the form and content satisfactory to the Chief Administrative Officer and Director of Public Works.

CARRIED

- 14.3.** Request to Purchase Part Mining Claims L1354 & L6787 on Archer Drive (Item 4.4)
Dan Laverdure, Director of Development & Enterprise Services

Moved by: Councillor Janice Ranger
Seconded by: Councillor Rick Owen

BE IT RESOLVED THAT Report Number 2024-DEV-007 entitled “**Request to Purchase Part Mining Claims L1354 & L6787 on Archer Drive**” be received;
AND THAT Council declare the North Part of Mining Claim L1354 & Mining Claim L6787 as surplus land;
AND THAT Council approve the sale of land described as Part Mining Claim L1354 & Part Mining Claim L6787 to Temiskaming Native Women’s Support Group in the sum of \$5.00 in the name of reconciliation;
AND THAT Council authorize the Mayor and Municipal Clerk to execute the Offer to Purchase and all appropriate sale documents as may be required;
AND FINALLY THAT Council authorize the by-law of the sale of property be given three readings at an upcoming meeting.

CARRIED

15. CONFIRMATION BY-LAW

15.1. By-Law # 24-015

Moved by: Councillor Lad Shaba
Seconded by: Councillor Casey Owens

BE IT RESOLVED THAT the following by-law be read, numbered, passed, signed by the Mayor and Municipal Clerk, and the Seal of the Corporation be affixed thereto;

By-Law Number 24-015, being a by-law to confirm the proceedings of Council at its meeting held Tuesday, March 19, 2024.

CARRIED

16. ADJOURNMENT

Moved by: Councillor Casey Owens
Seconded by: Councillor Dolly Dickens

BE IT RESOLVED THAT this Regular Meeting of Council do now adjourn at 9:11 PM.

CARRIED

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk

December 12, 2023

Sent Via Email

Municipalities of Ontario

Re: Amendment to the Occupational Health and Safety Act to Clarify the Definition of "Employer"

PO BOX 5000 STN A
200 BRADY STREET
SUDBURY ON P3A 5P3

CP 5000 SUCCA
200, RUE BRADY
SUDBURY ON P3A 5P3

705.671.2489

www.greatersudbury.ca
www.grandsudbury.ca

The following resolution was passed by Council of the City of Greater Sudbury on December 5, 2023:

CC2023-303: WHEREAS in 2015 the City of Greater Sudbury (the "City") entered into a contract with a contractor experienced in road construction projects to complete a project on Elgin Street in the City's downtown core;

AND WHEREAS the contract provided that the contractor would be the constructor for the project as that term is defined in the Occupational Health and Safety Act (the "Act");

AND WHEREAS an employee of the constructor operating a grader on the project struck and killed a pedestrian;

AND WHEREAS the City was charged with offences under the Act as the constructor and the employer;

AND WHEREAS after being acquitted at trial and on appeal, the Ontario Court of Appeal, in a decision issued on April 23, 2021, found the City to be liable for contraventions of the Construction Regulations as an employer as it employed quality control inspectors to monitor the quality of work on the project from time-to-time;

AND WHEREAS the Supreme Court of Canada, in a decision issued on November 10, 2023, was evenly divided 4-4 on the issue resulting in dismissal of the City's appeal;

AND WHEREAS the consequence of this decision is that municipalities in Ontario, as well as all other owners of property in the province, who wish to undertake construction, are subject to being charged and convicted as an employer for offences in relation to project sites for which they have no control and have, in accordance with the Act, contracted with an entity to assume plenary oversight and authority over the work on such site as the constructor; AND WHEREAS the potential of an owner being charged as an employer as that term is defined in the Act in circumstances where it has engaged a constructor disregards and renders meaningless the owner-constructor provisions contained in the Act and presents an unacceptable level of increased risk and confusion for owners and contractors throughout the province;

AND WHEREAS the City believes that the safety of workers is paramount however the safety of workers on construction projects in Ontario is not increased by placing liability on parties that do not have control of and are not responsible for the conduct of the work on such sites;

NOW THEREFORE BE IT RESOLVED THAT the Council for the City of Greater Sudbury requests that the province amend the Occupational Health and Safety Act to clarify the definition of "employer" to exclude owners that have contracted with a constructor for a project;

AND BE IT FURTHER RESOLVED THAT this motion be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable David Piccini, Minister of Labour, Immigration, Training and Skills Development, the Honourable Paul Calandra, Minister of Municipal Affairs and Housing, France Gelin, MPP for Nickel Belt, Jamie West, MPP for Sudbury, the Association of Municipalities of Ontario, the Federation of Northern Ontario Municipalities, Ontario's Big City Mayors, Mayors and Regional Chairs of Ontario, Northern Ontario Large Urban Mayors, the Council of Ontario Construction Associations, the Ontario Chamber of Commerce and all Ontario municipalities.

Yours truly,



Brigitte Sobush
Manager of Clerk's Services/Deputy City Clerk

- c. Members of City Council
Eric Labelle, City Solicitor and Clerk



4800 SOUTH SERVICE RD
BEAMSVILLE, ON L0R 1B1
905-563-8205

February 28, 2024

SENT VIA EMAIL: Premier@ontario.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Dear Honourable Doug Ford:

RE: Town of Lincoln Council Resolution – Urgent Need for Increased Funding to Libraries and Museums in Ontario

Please be advised that the Council of the Corporation of the Town of Lincoln at its Council Meeting held on February 26, 2024, passed the following motion regarding an Urgent Need for Increased Funding to Libraries and Museums in Ontario:

Resolution No: RC-2024-23

Moved by Mayor Easton; Seconded by Councillor Mike Mikolic

WHEREAS the provincial funding for public libraries is currently based on population levels from 25 years ago, which fails to reflect the substantial growth and changing needs of our communities. The Town of Lincoln Council wishes to draw your attention to the "Overdue" report of 2023 from the Canadian Urban Council, which emphasizes the pivotal role libraries play in various aspects of community life, including knowledge distribution, culture, health, reconciliation, belonging, and our democracy; and

WHEREAS libraries, situated at the heart of our communities, serve as multifaceted institutions catering to diverse needs. They provide essential services such as access to culture and information, refuge for those experiencing domestic violence, election information centers, job search facilities, health clinics, language learning centers for newcomers, and spaces for educational and community events. Despite their vital role, public libraries in Ontario have not seen an increase in provincial funding for over 25 years, leading to a decrease in the value of the province's investment by over 60%; and

WHEREAS the Town of Lincoln Council urges the Provincial Government to

consider increasing provincial funding for Ontario's public libraries to address critical shared priorities and community needs. While over 90% of library funding comes from local municipal governments, provincial operating funding is crucial for providing stability to library budgets, especially in times of inflation, technological changes, and increasing demands on libraries as community hubs; and

WHEREAS the Town of Lincoln Council would like to bring to the Provincial Government's attention the pressing need to increase the funding envelope for the Community Museum Operating Grant (CMOG). The Town of Lincoln currently receives \$25,000 annually, the maximum amount through this grant, but the funding envelope has remained stagnant for over 15 years. This limitation hampers the ability of community museums to offset increasing operational expenses, impacting their role in preserving and promoting local stories, attracting cultural tourists, supplementing school curriculum, and contributing to vibrant and vital communities; and

WHEREAS the Lincoln Museum and Cultural Centre is a community hub critical to the health and vibrancy of our community. An increase in CMOG funding will enable our museum to continue its valuable service to the community, creating a sense of place, attracting cultural tourists, and preserving local stories that define our unique identity; and

WHEREAS Cultural institutions, particularly museums, play a vital role in shaping and preserving our community's identity. They contribute to tourism, social participation, senior well-being, skill-building, and learning. As the largest government funder for most of Ontario's smaller museums, municipalities create value in their communities through the work of these institutions.

THEREFORE, BE IT RESOLVED THAT the Town of Lincoln Council urges the Provincial Government to support increasing funding to both public libraries and community museums. Recognizing these institutions as national assets and strategically investing in their potential will contribute significantly to renewing post-pandemic social cohesion, economic well-being, and community resilience; and

BE IT FURTHER RESOLVED THAT this resolution be circulated to the Province, the Minister of Tourism, Culture and Sport, Association of Municipalities of Ontario (AMO), the Niagara Region, the 12 Local Area Municipalities in Niagara and all municipalities of Ontario for endorsement.

CARRIED

If you require any additional information, please do not hesitate to contact the undersigned.

Regards,



Julie Kirkelos

Town Clerk

jkirkelos@lincoln.ca

JK/dp

Cc: Premier of Ontario
Minister of Tourism, Culture and Sport
Association of Municipalities of Ontario (AMO)
Ann-Marie Norio, Clerk, Niagara Region
Local Area Municipalities
All Ontario Municipalities

MINUTES

Special Council Meeting

Wednesday, March 27, 2024

4:40 PM

Council Chambers/Zoom

The Special Council Meeting of the Town of Kirkland Lake was called to order on Wednesday, March 27, 2024, at 4:40 PM, in the Council Chambers/Zoom, with the following members present:

Present: Mayor Stacy Wight, Councillor Janice Ranger, Councillor Lad Shaba, Councillor Casey Owens, Councillor Dolly Dickens, Councillor Rick Owen, and Councillor Patrick Kiely

Guest: Cheryl Lafrenière, CEO, Teck Centennial Public Library (4:40 - 6:16 PM)

Staff: Chief Administrative Officer Alan Smith, Director of Emergency Services / Fire Chief Earl Grigg, Director of Public Works Stephane Fortin, Director of Corporate Services Shawn LaCarte, Director of Development & Enterprise Services Dan Laverdure, Director of Community Services Bonnie Sackrider, Director of Long-Term Care and Senior Services Tanya Schumacher, Treasurer Lloyd Crocker, Municipal Clerk Jennifer Montreuil, Deputy Treasurer Bart Seaton, and Deputy Clerk/Lottery Licencing Officer Amberly Spilman

1. CALL TO ORDER AND MOMENT OF SILENCE

Mayor Wight called the meeting to order and requested a moment of silence.

2. APPROVAL OF THE AGENDA

Moved by: Councillor Janice Ranger

Seconded by: Councillor Lad Shaba

BE IT RESOLVED THAT the Agenda for the Special Meeting of Council held on Wednesday, March 27, 2024 be approved, as circulated;

AND FINALLY THAT Section 32 (a) 2. of the Town of Kirkland Lake's Procedural By-Law No. 15-075, as amended, be suspended to permit ad-hoc questions of clarification from Council to Administration in relation to Item 6.1 & 6.2 2024 Budget Presentations.

CARRIED

3. DECLARATION OF PECUNIARY INTEREST

Mayor Wight requested those present to declare any pecuniary interests with matters appearing on the open session agenda.

Mayor Wight declared a pecuniary interest with Item 6.1 "2024 Budget Presentations", only to the Teck Pioneer Residence Presentation as *"my daughter is employed at TPR"*.

4. PETITIONS AND DELEGATIONS

None.

5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

None.

Finance Chair Councillor Ranger took the Chair at 4:42 PM.

6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

6.1. [2024 Budget](#) Presentations

- Community Services (Cemetery, Childcare, Museum, Parks and Recreation)
- Teck Centennial Public Library
- Administration (Office of CAO, Municipal Clerk) & Council
- Corporate Services (Information Technology, Human Resources, Treasury, Procurement, Community Policing)

Council took recess at 6:16 PM and resumed the meeting at 6:30 PM.

Having declared a conflict on the next presentation, Mayor Wight left the Council Chambers at 6:31 PM.

- Teck Pioneer Residence

Mayor Wight returned to the Council Chambers at 6:54 PM

- Development & Enterprise Services (Animal Control, Building Services, Economic Development, Planning Services, By-Law Enforcement, Residential Development)
- Public Works (Roads, Airport, Waste Management, Water and Wastewater)
- Fire & Emergency Services

6.2. [2024 Budget](#) - Capital Presentation Lloyd Crocker, Treasurer

Moved by: Councillor Casey Owens
Seconded by: Councillor Rick Owen

BE IT RESOLVED THAT Council receive the 2024 Budget Presentations for information purposes.

CARRIED

Mayor Wight resumed as Chair at 8:00 PM.

7. CONSIDERATIONS OF NOTICES OF MOTIONS

None.

8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

None.

9. QUESTIONS FROM COUNCIL TO STAFF

None.

10. NOTICE(S) OF MOTION

None.

11. COUNCILLOR'S REPORTS

Moved by: Councillor Lad Shaba

Seconded by: Councillor Rick Owen

BE IT RESOLVED THAT Council receive the verbal updates from members of Council.

CARRIED

12. ADDITIONAL INFORMATION

None.

13. CLOSED SESSION

None.

14. MATTERS FROM CLOSED SESSION

None.

15. CONFIRMATION BY-LAW

15.1. By-Law # 24-016

Moved by: Councillor Patrick Kiely

Seconded by: Councillor Janice Ranger

BE IT RESOLVED THAT the following by-law be read, numbered, passed, signed by the Mayor and Municipal Clerk, and the Seal of the Corporation be affixed thereto;

By-Law Number 24-016, being a by-law to confirm the proceedings of Council at its Special Meeting held Wednesday, March 27, 2024.

CARRIED

16. ADJOURNMENT

Moved by: Councillor Lad Shaba

Seconded by: Councillor Casey Owens

BE IT RESOLVED THAT this Special Meeting of Council do now adjourn at 8:03 PM.

CARRIED

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk

APPROVED BY COUNCIL ON APRIL 2, 2024

DRAFT



MINUTES OF THE REGULAR MEETING OF THE BOARD

Held on Wednesday, February 21st, 2024, at 5:30 PM at Englehart Family Health Team

Present: Derek Mundle, Pat Kiely, Lois Perry, Rick Owen, Clifford Fielder, Ian Macpherson, Mary-Jo Lentz, Jeff Laferriere, Mark Stewart (CAO)

Staff: Steve Cox – Housing Services Manager, Corey Mackler – Information Technology Manager, Louanna Lapointe – Ontario Works Manager, Michelle Sowinski - Recorder

Absent: Jesse Foley

Guests: Cindy Dubé – Executive Director of Zack's Crib, Wolfie – Coordinator of Zack's Crib, Darlene Wroe – Temiskaming Speaker

The Regular Meeting of the Board was called to order at 5:30 PM.

1.0 CALL TO ORDER AND LAND ACKNOWLEDGMENT

2.0 DISCLOSURE OF PECUNIARY INTEREST

Nil

3.0 PETITIONS AND DELEGATIONS

Nil

4.0 ACCEPTANCE/ADDITIONS TO AGENDA

Resolution 2024-15

Moved by Pat Kiely seconded by Lois Perry

THAT the agenda of the Regular Meeting of the Board held on February 21st, 2024, be accepted as presented.

Carried.

5.0 ADOPTION OF PREVIOUS MINUTES – January 17th, 2024, REGULAR MEETING OF THE DTSSAB BOARD

Resolution 2024-16

Moved by Rick Owen and seconded by Jeff Laferriere

THAT the Minutes of the Regular Meeting of the DTSSAB Board held on January 17th, 2024, be accepted as presented.

Carried.

6.0 CORRESPONDENCE

7.0 NEW BUSINESS

7.1 2023 Q4 Report

This report was prepared and presented to the Board for their information.

7.2 Zack's Crib – 2 Months of Learning

This was a verbal update provided by Cindy Dubé, Executive Director of Zack's Crib, and Wolfie, Coordinator of Zack's Crib, for the Board's information.

8.0 In-Camera

Resolution 2024-17

Moved by Mary Jo Lentz and seconded by Clifford Fielder

THAT the Board move into In-Camera session to discuss a human resources and legal matter matter at 6:02 PM.

Carried.

9.0 Return to Regular Session

Resolution 2024-18

Moved by Jeff Laferriere and seconded by Rick Owen

THAT the Board resolve to rise form the In-Camera session and return to the Regular session without report at 6:18 PM.

Carried.

ADJOURNMENT

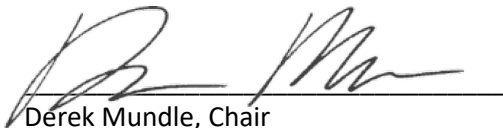
Resolution 2024-19

Moved by Clifford Fielder and seconded by Mary Jo Lentz

THAT the Board meeting be hereby adjourned at 6:18 PM AND THAT the next meeting be held on March 20th, 2024, or at the Call of the Chair.

Carried.

Minutes signed as approved by the Board:


Derek Mundle, Chair

March 20th, 2024

Date

Recorder: Michelle Sowinski

POLICY	
Policy Number: CORP2024-00X	Date Approved: TBD
Department: Corporate Services	Date Reviewed:
CORPORATE VIDEO SURVEILLANCE POLICY	

1. Policy Statement

The Corporation of the Town of Kirkland Lake is committed to public safety, crime prevention and stewardship of publicly owned assets. Where warranted, the Town may use video surveillance systems in municipally owned or operated buildings and open spaces to deter and detect crime and anti-social behaviour such as theft, vandalism and unauthorized entry. The Town shall maintain control and responsibility for its video surveillance system at all times.

2. Purpose

- 2.1. Video security surveillance systems are used by The Corporation of the Town of Kirkland Lake (the Town) at selected sites within the jurisdiction of the Town. In the event of a reported or observed incident, the review of recorded information may be used to assist in the investigation of the incident.
- 2.2. The Town recognizes that video surveillance technology has a high potential for infringing upon an individual's right to privacy. Although video surveillance technology may be required for legitimate operational purposes, its use must be in accordance with the provisions of the [Municipal Freedom of Information and Protection of Privacy Act](#) (the Act).
- 2.3. This policy will provide guidelines designed to assist Town Departments that have identified an appropriate use for video surveillance technology, to manage records that may be created using this technology in a manner that complies with the Act and with record management requirements.
- 2.4. These guidelines do not apply to covert surveillance used for law enforcement purposes. In those circumstances, either a statutory authority exists and/or authority for the surveillance is lawfully obtained through a search warrant.

- 2.4.1. Covert surveillance is conducted through the use of hidden devices (hidden cameras or cameras installed without notification).
 - 2.4.2. Before using covert surveillance a thorough assessment of the privacy impacts will be conducted.
 - 2.4.3. The assessment will include a rationale that ensures that covert surveillance is the only option available and that the benefits outweigh the violation of the privacy of the individuals observed.
 - 2.4.4. Covert surveillance will only be conducted by the Town after approval of this assessment and rationale by the Chief Administrative Officer and Municipal Clerk.
- 2.5. These guidelines do not apply to the videotaping or the audiotaping of Town Council or Committees of Council Meetings.

3. Scope

- 3.1. This policy applies only to video security surveillance systems used in connection with Town facilities. These guidelines do not apply to any form of surveillance by law enforcement or to covert surveillance for other legal purposes.

4. Legislative Authority

- 4.1. [Municipal Freedom of Information and Protection of Privacy Act](#), R.S.O. 1990 and [Regulations](#)
- 4.2. [Information and Privacy Commissioner of Ontario](#) (IPC)
- 4.3. IPC's [Guidelines for the Use of Video Surveillance](#)
- 4.4. Town of Kirkland Lake CORP2022-003 [Corporate Code of Discipline Policy](#)

5. Definitions

- 5.1 **Consistent Purpose(s)** means personal information collected by the Town of Kirkland Lake is used for the purpose for which it was collected or similar consistent purposes when carrying out Town business. The individual to whom the information relates might reasonably expect the use/disclosure of their personal information for those consistent purposes.
- 5.2 **Control** (of a record) means the power or authority to make a decision about the use or disclosure of a record.

5.3 Custody (of a record) means the keeping, care, watch, preservation or security of a record for a legitimate business purpose. While physical possession of a record may not always constitute custody, it is the best evidence of custody. Destruction is the physical or electronic disposal of records or data by means of shredding, recycling, deletion or overwriting. This also includes the destruction of records or data residing on computers and electronic devices supplied or paid for by the Corporation.

5.4 Digital Video Recording Equipment means any type of video recording and reception equipment used as part of the video surveillance system. Freedom of Information process means a formal request for access to records made under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

5.5 Employee means a person employed by The Corporation of the Town of Kirkland Lake.

5.6 Information and Privacy Commissioner means the Information and Privacy Commissioner of Ontario (commonly referred to as the IPC). The IPC receives appeals for decisions made by Heads of institutions, issues binding orders, conducts privacy investigations, and has certain powers relating to the protection of personal privacy as set out in MFIPPA.

5.7 *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) means legislation that governs access to and the privacy of municipal records. Personal information means recorded information about an identifiable individual including:

- a) Information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, or marital or family status of the individual;
- b) Information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to the financial transactions in which the individual has been involved;
- c) Any identifying number, symbol, or other particular assigned to the individual;
- d) The address, telephone number, fingerprints or blood type of the individual;
- e) The personal opinions or views of the individual except if they relate to another individual;
- f) Correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence;

- g) The views or opinions of another individual about the individual; and
- h) The individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

5.8 Privacy Breach means an incident involving unauthorized disclosure of personal information, including it being stolen, lost or accessed by unauthorized persons. **Record** means any unit of information however recorded, whether in printed form, on film, by electronic means, or otherwise, and includes correspondence, memoranda, plans, maps, drawings, graphic works, photographs, film, microfilm, sound recordings, videotapes, machine readable records, an e-mail and any other documentary material regardless of physical form or characteristics, made or received in the course of the conduct of Town business.

5.9 Reception Equipment refers to the equipment or device used to receive or record the personal information collected through a video surveillance system, including a camera or video monitor or any other video, audio, physical or other mechanical, electronic or digital device.

5.10 Record means any information, however recorded, whether in printed form, on film, by electronic means or otherwise and includes: a photograph, a film, a microfilm, a machine-readable record, and any other record that is capable of being produced from a machine-readable record.

5.11 Retention Period means the period of time during which a specific records series must be kept before records in that records series may be disposed of. **Service provider** means a video service provider, consultant or other contractor engaged by the Town with respect to the video surveillance system(s).

5.12 Storage Device refers to a videotape, computer disk or drive, CD ROM, computer chip or other device used to store the recorded data or visual, audio or other images captured by a video surveillance system.

5.13 Town means The Corporation of the Town of Kirkland Lake.

5.14 Video Surveillance System means a video, physical or other mechanical, electronic, digital or wireless surveillance system or device that enables continuous or periodic video recording, observing or monitoring of individuals in public spaces and on all Town properties and in all Town facilities.

6. Procedures

6.1. The following guidelines are applicable to all Town Departments:

SECTION 1 – Designated Responsibilities

- a) The Chief Administrative Officer is responsible for the overall Corporate Video Surveillance Program.
- b) The Municipal Clerk, being designated as Head of the Institution under the *Act* shall be responsible for the evaluation of the Town's Video Surveillance Policy and Procedures.
- c) Directors are responsible to implement this Policy and procedures and perform an Annual Report.
- d) The Manager of Information Systems will be responsible for the management of authorized video security surveillance systems (specifications, equipment standards, installation, maintenance, replacement, disposal and related requirements).
- e) The Manager of Information Systems will ensure that all sites where video surveillance equipment is installed complies with this Policy.
- f) The Directors are to ensure that any employees with authorized access to monitoring equipment and recorded information shall be trained by the Manager of Information Systems in its use in accordance with this Policy.
- g) Directors responsible for each Town-owned or operated facilities site with a video surveillance system are responsible for the life-cycle management of authorized video security surveillance systems and signage, including:
 - i. Recommending proposed installations in their department after assessing security threats;
 - ii. Ensuring that appropriate staff are familiar with the Policy and providing advice and training;
 - iii. Overseeing the day-to-day operation of the video surveillance system, providing supervision to approved authorized personnel and ensuring their compliance with all aspects of this Policy;
 - iv. Documenting the reason for implementation of a video surveillance system at the designated area;

SECTION 1 – Designated Responsibilities (continued)

- v. Maintaining a record of the locations of the reception equipment;
 - vi. Maintaining a list of personnel who are authorized to access and operate the system(s);
 - vii. Maintaining a record of the times when video surveillance will be in effect;
 - viii. Posting of a '**NOTICE OF COLLECTION OF PERSONAL INFORMATION**' (see Section 4 Installation and Placement);
 - ix. Assigning a person responsible for the day-to-day operation of the system in accordance with the policy, procedures and direction/guidance that may be issued from time-to-time; and
 - x. Maintaining maps and floor plans to identify the location of all video surveillance equipment at each of the sites.
- h) Town employees and service providers shall review and comply with the Policy and the *Act* in performing their duties and functions related to the operation of the video surveillance system.
- i) Town employees who knowingly or deliberately breach the Policy or the provisions of the *Act* or other relevant statutes may be subject to disciplinary action in accordance with the Town's Corporate Code of Discipline Policy.
- j) Where the Town has a service provider, the contract shall provide that failure by the service provider to comply with the policy or the provisions of the *Act* is considered a breach of contract leading to penalties for the service provider.
- k) Town employees and employees of service providers shall sign written agreements regarding their duties under the Policy and the *Act*, including an undertaking of confidentiality.

SECTION 2 - Consideration

- a) Prior to the installation of video security surveillance equipment, the Town Department must consider the following:
 - i. The use of each video surveillance camera should be justified on the basis of verifiable, specific reports or incidents or crime or significant safety concerns or for crime prevention. Video cameras should only be installed in identified public areas where video surveillance is a necessary and viable detection or deterrence activity.
 - ii. An assessment of the effects that the proposed video surveillance system may have on personal privacy should be conducted in an attempt to mitigate any adverse effects. Privacy intrusion should be minimized to that which is absolutely necessary to achieve its required, lawful goals.
 - iii. A requirement that any agreements between the Town and service providers state that the records dealt with or created while delivering a video surveillance program are under the Town's control and subject to privacy legislation (the *Act*).
 - iv. A requirement that employees and service providers (in the written agreement) review and comply with the policy and the *Act* in performing their duties and functions related to the operation of the video surveillance system.

SECTION 3 – Public Consultation

- a) The Town acknowledges the importance of public consultation when new or additional video surveillance systems are being considered for Town-owned buildings and property. The extent of public consultation may vary depending on the extent of public access.
- b) When new or additional video surveillance installations are being considered for open public spaces, such as streets or parks, the Town shall consult with relevant stakeholders and the public to determine the necessity and acceptability.
- c) When new or additional video surveillance installations are being considered for Town-owned or operated buildings, notice shall be provided at the site with an opportunity for public feedback.

SECTION 3 – Public Consultation (continued)

- d) When new or additional video surveillance installations or covert surveillance are being considered for inside municipal buildings or staff parking lots where there may be high risk to staff or clients, consultation shall not be required.

SECTION 4 – Installation and Placement

- a) Video surveillance equipment will only be installed in identified public areas where surveillance is deemed necessary to ensure the ongoing safety of Town facilities, the individuals who use them and the assets that are housed in them.
- b) Video surveillance equipment will be installed to monitor only the areas requiring video surveillance and will not be directed to look onto adjacent property. All locations will be authorized by the Chief Administrative Officer.
- c) Video surveillance equipment should never monitor the inside of areas where the public and employees have an expectation of privacy, such as change rooms or washrooms. Individual use of video or still photo devices, including video/digital cell phone, is also prohibited in these areas.
- d) Video surveillance equipment will operate up to twenty-four (24) hours a day, seven (7) days a week within the system's capabilities.
- e) Video monitors (reception equipment) will be located in a strictly controlled access area. Only authorized and designated personnel will have access to the area and the equipment. Monitors will not be located in any area that allows for public viewing.
- f) Adjustment of the camera position should be restricted, if possible, to ensure only designated areas are being monitored.
- g) Video surveillance should be restricted to periods where there is demonstrably a higher likelihood of crime, inappropriate behaviour and/or high-risk activity being committed and detected in the area under surveillance.

SECTION 5 - Notification

- a) The Town shall ensure that the public is notified of the existence of video surveillance equipment by clearly written signs prominently displayed at the entrances, or exterior walls, or interior of buildings or perimeter of the video surveillance areas (minimum of two (2) signs).
- b) Signs shall be of consistent size and format.
- c) Signage must satisfy the notification requirements under section 29(2) of the *Act*, which include:
 - i. Informing individuals of the legal authority for the collection of personal information;
 - ii. The principal purpose(s) for which the personal information is intended to be used; and
 - iii. The title, business address and telephone number of someone who can answer questions about the collection.
- d) The following is suggested wording for use in building signage, based on the Town's Corporate Branding Guidelines and Logo Policy, and a minimum requirement of the Information Privacy Commission (the "IPC"):



THIS AREA IS MONITORED BY VIDEO SURVEILLANCE CAMERAS

Please direct inquiries to:

Municipal Clerk
The Corporation of the Town of Kirkland Lake
P.O. Box 1757, 3 Kirkland Street West, Kirkland Lake, ON P2N 3P4
Telephone: 705-567-9361, Ext. 238
Email: clerk@tkl.ca

The personal information collected is collected under the legal authority of Section 28(2) of the *Municipal Freedom of Information and Protection of Privacy Act*.

This information will be used for the purpose of promoting public safety or properly administering lawfully authorized activities at (insert name of building/location).

SECTION 6 – Access, Use, and Disclosure

- a) The Town will maintain control of and responsibility for the video surveillance system at all times.
- b) **A Request for Information – Law Enforcement Investigation** (Attachment A) must be received by the Town prior to commencing any search for video surveillance.
- c) Information collected by way of video surveillance systems may only be used for the purposes noted in this policy to protect the public and property and to deter criminal activity and vandalism. Information should not be retained or used for any other purposes.
- d) All tapes or other storage devices that are not in use will be stored in a secure, locked location in a controlled access area. Each used storage device will be dated and labeled.
- e) Access to the storage devices will be limited to authorized, designated personnel only.
- f) **Video Surveillance Logs** (Attachment B) shall be maintained in a locked cabinet with the videos by the Municipal Clerk. The Log shall be used to record: the date, time, purpose, and name of authorized staff person viewing the recorded material to enable a proper audit trail.
- g) When a videotape is viewed and copied for law enforcement purposes, the Access Log entry shall include: the date, time, name and contact information of the law enforcement officer.
- h) The Video Surveillance Log shall also be used to track requests for personal information including: the date and time that the videotape is delivered to the Municipal Clerk's Office.
- i) The personal information recorded by video surveillance is subject to access and privacy legislation. An individual whose personal information has been collected by a video surveillance system has a right of access under Section 36 of the *Act*. Access will depend upon whether an exemption applies and if exempt then information can be reasonably severed from the record.

SECTION 6 – Access, Use, and Disclosure (continued)

- j) Only the Chief Administrative Officer, Directors, the Municipal Clerk, Department Managers, hired legal counsel or a delegate may review the information. The recorded information will be reviewed only when an incident has been reported or observed, or to investigate a potential crime.

SECTION 7 - Retention

- a) The retention period for information that has not been viewed for law enforcement or public safety purposes shall be four (4) weeks (30 days). Recorded information that has not been viewed will be routinely erased.
- b) When recorded information has been released for law enforcement or public safety purposes, the materials will be retained for a period of one (1) year from the date of resolution of the incident.
- c) Assigned staff are responsible for notifying law enforcement agencies that the Town's released video footage is only maintained on its servers for one (1) year.
- d) Logs will be retained for one (1) year, unless so requested by a law enforcement agency to the Municipal Clerk, or by Court Order prior to the expiry date.
- e) Any video surveillance storage devices will be disposed of by the Municipal Clerk and the Manager of Information Systems, securely and in such a manner that the personal information cannot be reconstructed or retrieved, either physically destroyed, burned, magnetically erased or copied over.

SECTION 8 – Access to Personal Information

- a) Any individual whose personal information has been recorded by video surveillance has a right of access to his or her personal information. Access may be granted in whole or in part to the individual unless an exemption applies under the legislation. A formal application for access under the *Act* must be made to the Municipal Clerk. The Municipal Clerk may refuse access where disclosure would constitute an unjustified invasion of another individual's privacy. Access to an individual's own personal information may also depend on whether any exempt information can be severed from the record.
- b) The Municipal Clerk will rule on possible frivolous or vexatious requests under the provisions of the *Act*.

SECTION 8 – Access to Personal Information (continued)

- c) In the event of any inadvertent disclosures of personal information and breach of the *Act*:
 - i. Town employees shall immediately report the incident to their direct Manager and attempt to retrieve the personal information that has been inappropriately disclosed;
 - ii. The Manager shall immediately notify the Municipal Clerk who will commence a formal internal investigation; and
 - iii. The Municipal Clerk shall notify the Information and Privacy Commissioner and engage the Town's Access and Privacy Breach Response Plan.

SECTION 9 - Training

- a) Where applicable and appropriate, the policy and guidelines will be incorporated into training and orientation programs of the Town and service provider(s). Training programs addressing employee obligations under the *Act* shall be conducted as necessary.

SECTION 10 – Reports and Evaluations

- a) Directors responsible for each Town-owned or operated site with a video surveillance system shall ensure that regular Reports are conducted on an annual basis between January 2nd and February 28th to ensure that:
 - i. Video surveillance continues to be justified;
 - ii. Reported incidents and police contact are properly recorded in the Video Surveillance Logs;
 - iii. Used videotapes are being properly retained;
 - iv. Videotapes are being changed in accordance with time frames and security measures are being followed;
 - v. The equipment is in good working order;
 - vi. The use of video surveillance equipment is in compliance with the Town's policies and procedures, including governing legislation; and
 - vii. Any formal or informal requests from the public have been forwarded to the Municipal Clerk's Office.

SECTION 10 – Reports and Evaluations (continued)

- b) Any deficiencies or concerns will be addressed as soon as possible.
- c) Town employees and service providers will be notified that their activities are subject to these Reports and that they may be called upon to justify their surveillance interest in any given property.
- d) A copy of the Annual Report shall be provided to the Municipal Clerk's Office.
- e) This policy shall be reviewed pending the outcome of the Annual Reports or at any time that the Town is considering changing or adding new video surveillance systems.

7. Attachments

TKL Form: Request for Information – Law Enforcement Investigation

TKL Form: Video Surveillance Log

TKL Memorandum: Annual Report

8. Policy Review

This policy will be reviewed bi-annually and/or updated as legislatively required. Amendments to this Policy are delegated to the designated Head of an Institution, being the Municipal Clerk.

Changes to this Policy must be carried out through formal Memorandum to all employees and members of Council.

9. Summary

The Corporation of the Town of Kirkland Lake is committed to the security of its employees, facilities, and residents through the management of its video security surveillance systems where footage is recorded, accessed and stored in accordance with legislation.

--This section to be completed by the requester or designated Town employee --

Name		Telephone	
Organization		Fax Number	
Title/Position		E-mail Address	
Badge # / Staff ID		Cell Phone	
Date Requested		Date Info Required	

Enter the description of Information required. Select your preferred format.

Receive Copy <input type="checkbox"/>	View Original <input type="checkbox"/>	Verbal Response <input type="checkbox"/>	Email <input type="checkbox"/>	Fax <input type="checkbox"/>

Note: video footage is supplied on encrypted external devices only

Reason(s) for Request	Incident/File Number
<input type="checkbox"/> Law Enforcement Proceeding	
<input type="checkbox"/> Investigation	
<input type="checkbox"/> Public Safety	
<input type="checkbox"/> Other	

ATTESTATION

By signing below, you certify that the following is true and accurate:

I am authorized to act as a representative of the above-named law enforcement agency, and the requested information is required to aid an investigation with a view to a law enforcement proceeding, or, from which a law enforcement proceeding is likely to result

Requester Name		Date	
Supervisor Name		Badge/ID No.	
Supervisor Signature		Date	

--- This section is to be completed by Town of Kirkland Lake Staff ---

Employee Name:	
Date Request Received:	
Date information supplied to Requester:	

Note: Original forms must be submitted to the Municipal Clerk via inter-office mail

Information on Law Enforcement Agency Requests for Information

(INTERNAL ONLY)

This form is to be completed for all information requests received by The Corporation of the Town of Kirkland Lake from any group with the legislative authority to conduct a law enforcement investigation. This does not require a formal request under the *Municipal Freedom of Information and Protection of Privacy Act* (the Act).

If a formal Freedom of Information request under MFIPPA has been submitted through the Clerk's Office, this form does not need to be completed. Staff must verify with the Municipal Clerk.

Background

The Act permits disclosure of personal or confidential information to agencies which have the legislative powers of law enforcement. This is defined further as to mean:

- a) Policing,
- b) Investigations or inspections that lead or could lead to proceedings in a court or tribunal if a penalty or sanction could be imposed in those proceedings, and
- c) The conduct of proceedings referred to in clause (b).

When an individual requests personal or confidential information and/or records, always direct them to the formal MFIPPA request process first. If they require immediate assistance for a law enforcement matter, this form may be used.

Completing the Form

Completion of this form by the requester is necessary for all information requests that occur between the police and other law enforcement agencies. **Rationale:** Mandatory reporting is a requirement of Ontario's Information and Privacy Commissioner. This reporting is conducted by the Municipal Clerk with the data collected from these types of requests.

- A separate form must be completed for each request.
- Forward the completed request form to an appropriate director, supervisor, divisional manager for your work area.
- Notify the Municipal Clerk that a Law Enforcement Information request has been submitted.
- Nothing may be disclosed without the express direction to do so from the Municipal Clerk.

If information is being released:

- Contact the requester and arrange to either have digital information picked up on a secure and encrypted storage device, or to view originals on-site. **For on-site requests, please contact the Municipal Clerk prior to engaging this review.**
- Forward the original form, as completed, to the Municipal Clerk.
- Do not provide access to any form or information that was supplied to Law Enforcement Agencies. **Contact the Municipal Clerk if you receive such a request.**

If information is not being released:

- Notify the Municipal Clerk.
- **The appropriate Director will contact the requester and explain the reasons for non-disclosure.**
- Forward the original form, as completed, to the Municipal Clerk.
- Do not provide access to any form or information that was supplied to Law Enforcement Agencies. **Contact the Municipal Clerk if you receive such a request.**

For additional info or questions regarding MFIPPA and Town of Kirkland Lake's access and privacy obligations, please contact the Municipal Clerk at 705-567-9361 Ext. 238 or via email to clerk@tkl.ca.

VIDEO SURVEILLANCE LOG

Location & Device Storing Video Footage	Location(s): Device(s):
Designated Personnel Reviewing/Releasing Video Footage	Name: Title:
Video Recording Accessed	Date(s): Time(s):
Purpose / Reason for Access (write "maintenance" if system was accessed for technological maintenance)	Incident/File No. _____ (as noted on Law Enforcement Request Form)
Location, Date & Timestamp of Video Footage Released (if accessing system for maintenance, cross out this section)	Location(s): Date(s): Time(s):

Date

Signature of authorized personnel

Notes:

- Each designated personnel who reviewed recorded video footage must complete their own form.
- Anyone conducting maintenance and accessing video footage on Town systems must complete this form.
- Original forms must be submitted to the Municipal Clerk via inter-office mail as they are completed.

MEMORANDUM

TO: Jennifer Montreuil, Municipal Clerk

FROM: Name , Title

DATE: (between January 2nd and February 28th)

RE: **20XX Video Surveillance Annual Report**

The _____ Department continues to operate a total of _____ video cameras positioned in strategic location (see example from CNB 2019)

Locations:

Area:

IP Address of Video Camera:

The surveillance cameras are monitored at _____ by _____. The equipment operates 24 hours a day, 7 days per week and records on a _____ week cycle.

Signage is placed at _____ indicating the property is under 24 hour surveillance. Signage, as per the Corporate Video Surveillance Policy is located in the following locations:

- List locations (see exemplified from CNB 2019)

Name of Director

Director of

The Corporation of the Town of Kirkland Lake

REPORT TO COUNCIL

Meeting Date: 02/04/2024

Report Number: 2024-ADM-011

Presented by: Jennifer Montreuil

Department: Administration

REPORT TITLE

Proposed Customer Code of Conduct Policy

RECOMMENDATION

BE IT RESOLVED THAT Report Number 2024-ADM-011 entitled “**Proposed Customer Code of Conduct Policy**” be received;

AND THAT Council approve the Customer Code of Conduct Policy, as presented;

AND THAT Council direct that the Customer Code of Conduct Policy take effect immediately;

AND FINALLY THAT the Customer Code of Conduct Policy be numbered and inserted into the Corporate Policy Manual.

INTRODUCTION

Administration have prepared a Customer Code of Conduct Policy (the Policy) to communicate the expectations for customer engagement with municipal staff, volunteers, and other visitors.

DISCUSSION

The Town of Kirkland Lake (Town) is dedicated to providing an accessible, safe, and welcoming environment for customers, visitors and staff. The Policy has been developed to help employees determine consistent and reasonable responses to unwanted behaviours and to outline to the public which actions will not be tolerated.

Legislative Reference

The Occupational Health and Safety Act (OHSA), R.S.O. 1990 provides a statutory duty to all employers to ensure every reasonable precaution is taken for employee safety, including protection from workplace violence and harassment.

Legislative Reference (continued)

The *Occupiers' Liability Act* requires the Town to ensure all members of the public using our facilities are reasonably safe.

As per the *Ontario Human Rights Code* discrimination or harassment of any kind is forbidden.

It should be noted that appeal bodies such as the Information and Privacy Commissioner's Office establish similar [regulatory public conduct framework](#) for its clients.

Analysis

All customers of the Town are entitled to be treated in a fair and respectful manner. In turn, customers are required to treat Town employees, representatives, and other customers in a courteous, respectful and civil manner. The proposed Customer Service Policy (Attachment 1) is consistent with, and complements the following the Town's currently established policies, being:

- [Code of Ethics Policy](#);
- [Council Code of Conduct](#);
- [Customer Service Standards Policy](#);
- [Customer Service, Enquiries and Complaints Policy](#); and
- [Violence and Harassment in the Workplace Policy](#).

Providing excellent customer service is vital to the Town meeting its standards to deliver high quality programs and services. Town employees, volunteers, and anyone acting on behalf of the Town, are expected to always conduct themselves in a respectful manner.

Equally, the proposed policy will ensure that customers are made aware that they too are responsible for behaving in a respectful manner to promote a productive and safe environment.

Determining whether particular behaviours or demands are unacceptable requires all circumstances of a particular case to be taken into account. In most situations, the key difference is whether the conduct has a negative impact on Town employee(s)' ability to provide programs and services to others and/or that causes distress or disruption without proper or justified cause.

The goal of the proposed Customer Code of Conduct Policy is to provide a positive, safe, and supportive approach to promoting acceptable and appropriate customer conduct.

The proposed policy also establishes a process detailing how the Town will manage unacceptable conduct by customers, including, the Town' ability to engage and impose a variety of sanctions designed to correct customer behaviour and protect employees, other customers, elected officials, etc. while still being able to provide policy-based services to difficult customers.

Analysis (continued)

The proposed policy would apply to all forms of communication by customers to Town staff/representatives and includes but is not limited to online, electronic, print, and verbal communications.

Policy Rationale

While the need to deescalate unwanted behaviours by customers towards Town employees has been an ongoing issue in Kirkland Lake as well as many other jurisdictions in the wake of pandemic, the Town's frontline staff, members of the Senior Management Team, and Members of Council have all reported a rise in the number of instances whereby customers have demonstrated unacceptable behaviour(s) that have a direct and negative impact on staff.

Vexatious, frivolous and/or unreasonably persistent requests/complaints put employees in a very difficult position and compromise the Town's ability to deliver quality customer service effectively. The Town's primary goal and approach to customer service is to explore and understand our customers' requests and inquiries with the objective of providing responses and/or resolutions in a timely manner.

Consistent with established policies noted below, the Town of Kirkland Lake requires civil and mutually respectful interactions with customers.

Vexatious and unreasonable customers threaten the Town's ability to comply with its duties under the related legislation. Municipal employees must balance the Town's strategic goals with statutory duties and legal constraints.

A policy creates a reference point for what behaviours are acceptable and which are not. It also details actions to be taken when unacceptable behaviours are occurring. With a process for employees to reference, it creates less confusion and concrete guidelines to be adhered to.

Internal Training

Senior Management Team are enhancing currently established Standard Operating Guidelines for the corporate training of staff in this regard.

Non-Resolution

In the event that an issue cannot be resolved through the proposed policy, the Customer may submit a complaint to the Office of the Ontario Ombudsman. The Ombudsman's office encourages municipalities to adopt a policy such as proposed for the municipality to undertake fair and consistent reviews that are well documented and communicated to individuals.

OTHER ALTERNATIVES CONSIDERED

Council may choose not to adopt the proposed Customer Code of Conduct Policy. This is not the recommended option as, lacking a policy, employees and management alike don't have a standard approach to manage vexatious and unreasonable visitors/customers and may endure unnecessary harassment, contributing to a toxic work environment. Confusion may also be experienced by the customer without expectations to reference and manifesting an escalation in unwanted conduct.

FINANCIAL CONSIDERATIONS

Having a policy in place may remove the need to obtain legal advice for certain situations given that a standard mechanism is put in place; specifically, when entertaining non-trespass orders, extrications from facility, etc.

ALIGNMENT TO CORPORATE STRATEGIC PLAN

Priorities:

- ☒ Service Excellence
- ☒ Sustainable Core Services
- ☒ Vibrant & Prosperous Community
- ☒ Current Council's Operational Aims



Actions:

Service Excellence

- Assess points of contact with residents to identify ways to streamline communications, increase stakeholder engagement, demonstrate user-friendliness, and provide optimal service.

Sustainable Core Services

- Provide clear, fair, and consistent regulations and policies governing municipal operations.

Vibrant & Prosperous Community

- Provide public spaces that enhance the appearance of the town and encourage social interaction and active lifestyles for all ages.

ALIGNMENT TO CORPORATE STRATEGIC PLAN (CONTINUED)

Council Operational Aims:

Service Excellence

Employer of Choice

- Empowered employees with autonomy and opportunities to innovate transparent communication between leadership and employees.

Stakeholder Engagement

- Effective channels for two-way communication with stakeholders to understand their interests and concerns.
- Communication strategies tailored to stakeholder needs and expectations.
- Consistency in messaging, tone, and visual elements to reinforce the corporation's image and values.

Sustainable Core Services

Governance

- Clear, fair, and consistent regulations and policies governing municipal operations.
- Timely reports from employees to Council on all significant projects and initiatives.
- Regular communication with residents to explain governance structures, processes, and decisions.
- Completion of Building Condition Assessments on all municipally owned buildings Implementation plan for construction of a new Fire Hall.

ACCESSIBILITY CONSIDERATIONS

Not Applicable.

CONCLUSION

The proposed Customer Code of Conduct Policy applies to unacceptable customer behaviour and unreasonably persistent customers. Determining whether an interaction or request is vexatious or frivolous is a flexible balancing exercise, taking into account all the circumstances of the case.

CONCLUSION (CONTINUED)

The key determining factor is whether the request is likely to cause unreasonable distress or disruption to a Town employee or a representative, without proper or justified cause. The decision to classify someone's behaviour as unreasonable, or to classify a request as vexatious or frivolous, could have serious consequences for the offending individual, including restricting their access to Town services as defined by the Policy.

CONSULTATIONS

Town of Kirkland Lake Senior Management Team

Policies from the Cities of Kingston, Burlington, Brockville, and Ottawa, Towns of Caledon and Oakville, Townships of Armour, Frontenac Islands, and Selwyn and Haldimand County.

ATTACHMENTS

Attachment 1 – Proposed Customer Code of Conduct Policy

POLICY	
Policy Number: CORP2024-0XX	Date Approved: TBD
Department: Corporate	Date Reviewed: Required Annually
Customer Code of Conduct (Respectful Workplace)	

1. **Policy Statement**

The Town of Kirkland Lake is dedicated to providing an accessible, welcoming, and comfortable environment that respects all customers, visitors and staff.

The Town of Kirkland Lake requires civil and mutually respectful interactions in an effort to explore and understand our customer's requests and inquiries with the objective of providing responses/resolutions in a timely manner.

2. **Purpose**

To clearly communicate the expectations of the members of the public when engaging with Town staff and/or representatives, the Town has established a Customer Code of Conduct Policy to help ensure that the "Right Environment" is maintained and that it aligns with the Town's strategic values.

3. **Scope**

This policy applies to unacceptable customer behaviour and unreasonably persistent customers.

This policy is designed to identify behaviours that are unacceptable, and which may result in the Town imposing limitations and restrictions on a customer's interactions with Town staff/representatives and access to services.

4. **Legislative Authority**

[Ontario Human Rights Code](#), R.S.O. 1990

[Occupational Health and Safety Act](#), R.S.O. 1990

Town of Kirkland Lake [Code of Ethics Policy](#)

Town of Kirkland Lake [Council Code of Conduct](#)

Town of Kirkland Lake [Customer Service, Enquiries and Complaints Policy](#)

Town of Kirkland Lake [Violence and Harassment in the Workplace Policy](#)

5. Definitions

“Staff/Representative” means all the employees, either on contract, part time, full time, volunteer, or student capacity, Task Force or Committee members, and members of Town of Kirkland Lake Council.

“Customer” includes residents, visitors, participants, coaches, officials, spectators, businesses, not-for-profit organizations, stakeholders, community, and corporate organizations that interact with employees/representatives of the Town of Kirkland Lake, and/or service provides for the Town of Kirkland Lake

“Unreasonable Behaviour” means non-tolerated behaviour as outlined in paragraph 6.c) of this Policy, or as determined by Town Staff/Representatives in consultation with a Town Director and/or the Chief Administrative Officer.

6. Guidelines

a) **Expectations of our Customers**

All customers of the Town of Kirkland Lake are entitled to be treated in a fair and respectful manner. In turn, customers are required to treat staff/representatives and other customers of the Town of Kirkland Lake in a courteous, respectful and civil manner. This Policy is consistent with, and complements legislation, regulations, standards and Town established policies.

The Town of Kirkland Lake requires all civil and mutually respectful interaction to explore and understand our customer's requests and inquiries with the objective of providing responses/resolutions in a timely manner.

b) **Behaviour Expectations of Customers**

Customers are expected to interact with Town staff/representatives as follows:

- Posing questions/concerns to staff in a calm and respectful manner;
- Using courteous language in each interaction with staff;
- Clearly explaining the nature of a concern or inquiry; and
- Accepting the Town's response and/or resolution of the manner if new materials/information is not provided to alter the Town's response.

The list of examples set out above is not exhaustive. It is meant to be instructive and should serve as a reference to types of behaviour which foster civil and mutually respectful interactions amongst others.

c) Examples of Unreasonable Behaviour

Consistent with the [Ontario Human Rights Code](#), discrimination or harassment of any kind is strictly forbidden whether based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

Harassment may include but is not limited to, unsolicited or unwelcome remarks, gestures or physical contact, as well as the display or circulation of inappropriate or derogatory written materials or pictures.

Town Staff/Representatives who feel an immediate threat to their person or property are encouraged to call 9-1-1 immediately in the event of an emergency.

i) Unreasonable Behaviours

Unreasonable Behaviours that **will not be tolerated** include, but are not limited to:

- Verbally or physically intimidating, harassing, or threatening others
- Utilizing hostile, loud, abusive, obscene, offensive, rude, explicit, or vulgar language.
- Repeatedly challenging or confronting staff.
- Touching, or inflicting unwanted physical contact upon another person.
- Throwing articles in an aggressive manner
- Making malicious or harmful statements about others.
- Publically disclosing of another's private information.
- Being in possession of dangerous or unauthorized material.
- Interacting with Town staff/representatives while intoxicated or while in possession of drugs or alcohol.
- Soliciting, purchase, or selling of illegal substances.
- Engaging in any behaviour that is designed to intimidate Town staff/representatives.
- Damaging any Town property or assets.
- Harassing the Corporation. This could include a high volume/frequency of correspondence or constant accusations accompanying frequent complaints that have already been dealt with.
- Disobeying or disregarding lawful instructions from Town staff/representatives (Refusing to follow established rules)

i) Unreasonable Behaviours (continued)

- Making derogatory or insulting statements regarding staff.
- Frequently or repeatedly questioning the morality, decency or ethics of Town staff/representatives.
- Sharing with others or circulating derogatory or insulting statements regarding Town staff/representatives.
- Demanding services that are of a nature or scale that cannot be provided by the Town.
- Persistently contacting the Town about the same matter when it has been considered and dealt with.
- Repeatedly sending phone calls, voicemail messages, visits, letters, emails after being asked not to do so.
- Repeatedly contacting different staff seeking a different outcome or response.
- Any behaviour that poses a health or safety risk to staff, spectators, participants or officials.

d) Immediate Consequences of Violation

The decision to classify someone's behaviour as unreasonable, could have serious consequences for the offending customer, including restricting their access to municipal services.

The decision to classify a customer's behaviour as unreasonable may be made by any Town Staff/Representative that is engaged with a customer or by the staff/representatives' immediate supervisor.

If such a determination is made, Town Staff/Representatives will be permitted to immediately terminate any interaction with a customer and the customer may be temporarily removed from Town facilities or the Town Staff/Representative can end communication with the customer.

Where any Town Staff/Representatives determine that a customer has engaged in unreasonable behaviour they will be required to inform their direct manager/supervisor, or designate, who in turn will be required to advise the Director or Manager responsible for the Town Staff/Representative that was subjected to the Unreasonable Behaviour.

Depending on the severity of the Unreasonable Behaviour, Town managers /supervisors should immediately consult and notify a Director and/or the Chief Administrative Officer as noted in paragraph 7 of this Policy.

Of paramount importance to the Town is the health, safety and security of its Staff/Representatives and Customers.

e) Immediate Consequences of Violation (continued)

This policy is strictly enforced, and non-compliance will result in corrective measures being taken.

f) Additional Consequences of Violation

In addition to the immediate consequences identified above, Customers may be subject to additional restrictions which are designed to correct Customer's Unreasonable Behaviour, protect Town Staff/Representatives and foster an environment of civility and mutual respect.

Restrictions will be adapted to manage individual circumstances and may include one or more of the following:

- Placing limits on the number and duration of contacts with staff per week or month.
- Offering a restricted time slot for necessary calls.
- Limiting the Customer to one method of contact (telephone, letter, email, etc.)
- Requiring the Customer to communicate only with one named member of Staff/Representative.
- Requiring any personal contacts to take place in the presence of a witness and in a suitable location.
- Requiring the Customer to make contact by telephone only through a third party e.g. solicitor/counsellor/friend acting on their behalf.
- Limiting or regulating the Customer's use of municipal services i.e. Access to programming and/or technology systems.
- Cancelling a Customer's membership or temporarily suspending membership.
- Refusing the Customer access to any Town building except by appointment.
- Informing the Customer that further contact on the matter of the complaint/request will not be acknowledged or replied to.
- Pursuing legal action, for example the issuance of a "Notice of Trespass".
- Other actions as deemed appropriate.

Where efforts to resolve matters with the customer have not been successful, the case or request may be closed without further action.

g) Suspension

In the event a Customer contravenes this Policy and engages in Unreasonable Behaviour, the Customer may be suspended from a Town facility or program for a defined period of time, before being permitted readmission to a facility or program following a “Declaration of Willingness to Comply” with this Policy.

h) Termination

An offending Customer may be removed from a Town facility or program if their Unreasonable Behaviour results in extreme disruption, or harm to self, others, or property.

Each case will be considered on an individual basis.

7. Remediation Procedures

Prior to imposing any of the consequences outlined in paragraphs 6 e) through g) above, there must be a determination by the applicable by a Town Director, Manager/Supervisor or the Town’s Chief Administrative Officer (CAO) that a Customer did in fact engage in Unreasonable Behaviour.

In cases where the Unreasonable Behaviour is directed at a member of Town Council or, a member of a Town Committee, Task Force, Volunteer, that said determination will be made by the Town’s CAO.

Before deciding to apply any restrictions, the Director, Manager/Supervisor or CAO that is responsible for determining if a customer has engaged in Unreasonable Behaviour should consider whether:

- The Customer’s concerns and/or requests have been dealt with properly and in-line with any relevant law, regulation, procedures or statutory guidelines.
- Town Staff/Representatives have made reasonable efforts to satisfy or resolve the request or respond to the inquiry.
- The Customer is not presenting new and relevant material or information about the situation, or, that the Customer is advancing a new and good faith request in compliance with the Town’s standards of behaviour.

Notification Process Roles and Responsibilities

a) Notification Process

If a Staff/Representative is directly involved in an inappropriate behaviour incident, they must:

1. identify to the customer that the behaviour is inappropriate and ask them to stop immediately.
2. if they do not stop, inform them that they must leave the premises.
3. If they do not immediately leave the premises, inform the customer that they are trespassing, and that the O.P.P. will be dispatched if they do not leave the premises immediately.
4. If they refuse to leave the premises, stop engaging and call the O.P.P.
5. Complete a Customer Incident Report.

If the Customer initiates an immediate threat to Staff/Representative's person or Town property, **call 9-1-1 immediately**.

If any Town Staff/Representative believes that a request/complaint or Customer interaction is unreasonable, the customer should consult with their immediate Manager/Supervisor to provide any supporting materials (documentation) and explain steps that have been taken to resolve the matter, including as appropriate:

- The length of time that Town Staff/Representative have been in contact with the Customer, history of the interactions and the amount of correspondence that has been exchanged with the Customer.
- The number of requests/complaints that the Customer has brought forward and the status of each open case (if applicable).
- The nature of the Customer's behaviour.
- Impact on the Town Staff/Representative(s).

b) Roles & Responsibilities

All of Town Directors and Management are responsible for ensuring that relevant Staff/Representatives are aware of this Policy and any accompanying guidelines and protocols.

i. Managers/Supervisors

Managers/Supervisors who have been notified by Town Staff/Representatives are responsible for briefing the responsible for the Staff/Representative regarding details of the situation.

b) Roles & Responsibilities (continued)

ii. Director/CAO

The relevant Director or the CAO in the case of departments that report directly to the CAO, is responsible for reviewing the information provided by Town staff/representatives in a timely manner and confirming whether or not this Policy should be applied.

Specifically, the CAO will:

- Review the information provided by the Staff/Representative and determine if the Customer's behaviour warrants the application of restrictions/consequences of violating this policy.
- Work with the Staff/Representative to determine appropriate restrictions, how to inform the Customer of the restrictions and determine a review date for removing, modifying, or continuing restrictions.
- Consult with the Human Resources Health and Safety Representative prior to making a decision.

ii. Director/CAO (continued)

- A Director is to provide a recommendation to the CAO, where appropriate, including proposed restrictions, how to inform the Customer of the restrictions and determine a review date for removing, modifying or continuing restrictions.
- If the CAO's input is required to determine that a Customer's behaviour is unreasonable, the CAO should be satisfied that:
 - The request has been properly investigated;
 - Communication with the Customer has been adequate; and
 - The Customer is not attempting to make a new and good faith request in compliance with the Town's standards of behaviour.

c) Conclusion/Decision and Formal Notice

If a Director, Manager/Supervisor or the CAO determines that a Customer has engaged in Unacceptable Behaviour, and any of the consequences identified under paragraph 6 e) to g) have been imposed, the Customer will receive written notification that:

- iii. Details what decision/action has been taken and why.
- iv. Explain what it means for the Customer's contacts with the Town.
- v. Advise how long the restrictions will last and when the decision will be reviewed.
- vi. Written notifications are hand delivered by the By-Law Enforcement Officer or sent via Registered Mail.

c) Conclusion/Decision and Formal Notice (continued)

Upon determination of an Unreasonable interaction with Town Staff /Representative, the offending Customer will be provided with a copy of this Customer Code of Conduct Policy and a verbal warning of the consequences of violating this Policy, in addition to any other consequences that may be imposed.

Customers who appear to be under the influence of alcohol or drugs may be asked to leave the premises without any additional warnings.

8. Appeal

Customers have the right to appeal a decision related to this Policy. Procedures for appealing an outcome are identified in the Town's Complaint Policy.

In the event requests/complaints cannot be resolved through the Town's Complaint Process and/or this Policy, the complainant may choose to submit same to the Provincial Ombudsman's Office in accordance with the provisions of the Ombudsman's Act.

9. Policy Communications

Upon approval of this Policy, an education and awareness campaign will be implemented so the community is well aware of expectations and violation consequences.

CUSTOMER CODE OF CONDUCT POLICY

CUSTOMER INCIDENT REPORT

INSTRUCTION:

- All staff involved in an incident from a Customer (member of the public) are to complete this Report.
- Copy immediate Supervisor.
- On-prem accidents are documented on appropriate Health & Safety Form. **Contact HR.**
- Employee Incidents & Near Misses are documented on appropriate Health & Safety Form. **Contact HR.**
- Emergencies/major incidents are reported to Supervisor and Police as per the Customer Code of Conduct Policy.

PLEASE PRINT LEGIBLY

SECTION A: INFORMATION

FACILITY:	<input type="checkbox"/>	Joe Mavrinac Community Complex (55 Allen Ave.)	<input type="checkbox"/>	Town Hall (3 Kirkland St. W.)
	<input type="checkbox"/>	Civic Park (20 Tweedsmuir Rd.)	<input type="checkbox"/>	Teck Pioneer Residence (145 Government Rd. E.)
	<input type="checkbox"/>	Kirkland Lake Skate (Extreme) Park (55 Allen Ave.)	<input type="checkbox"/>	Physical Services Building (1 Dunfield Rd.)
	<input type="checkbox"/>	Kirkland Lake Splash Park (2 Dunfield Rd.)	<input type="checkbox"/>	Public Works Garage (1 Dunfield Rd.)
	<input type="checkbox"/>	Tennis Court (20 Tweedsmuir Rd.)	<input type="checkbox"/>	Kirkland Lake Landfill (1001 KL Dump Rd.)
	<input type="checkbox"/>	Baird Park (35 Allen Ave.)	<input type="checkbox"/>	Kirkland Lake Airport (115 Airport Rd.)
	<input type="checkbox"/>	Kirkland Lake Ski Trails	<input type="checkbox"/>	Kirkland Lake Fire Station 1 (8 O'Meara Blvd.)
	<input type="checkbox"/>	Park - Kinross Pond (19 Oakes Ave.)	<input type="checkbox"/>	Kirkland Lake Cemetery (455 Hwy.112)
	<input type="checkbox"/>	Park - Tot Lot (59 5 th St.)	<input type="checkbox"/>	Lionel Sherratt Water Filtration Plant
	<input type="checkbox"/>	Park - Queen Elizabeth (45 Poplar Ave.)	<input type="checkbox"/>	Kirkland Lake Wastewater Treatment Plant
	<input type="checkbox"/>	Park - O'Meara (6 O'Meara Blvd.)	<input type="checkbox"/>	
	<input type="checkbox"/>	Park - Swastika (30 Grenfell Ave.)	<input type="checkbox"/>	
	<input type="checkbox"/>	Other: _____		

Please specify the location of the incident: _____

Date: _____ Time: _____ a.m./p.m.

Staff Reporting: Name: _____
Phone/Ext: _____
:

PERSON INVOLVED

Name: _____	Name _____
Phone #: _____	Phone #: _____
Age _____ M / F	Age _____ M / F

WITNESS (if applicable)

SECTION B: INCIDENT REPORT

TYPE OF INCIDENT BEING REPORTED:

If the situation involves an injury, please also complete an ACCIDENT REPORT - Contact HR

<input type="checkbox"/> Ejection	<input type="checkbox"/> Fight	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Vandalism	<input type="checkbox"/> Disobey Rules	
<input type="checkbox"/> Theft	<input type="checkbox"/> Aggressive Behaviour	

PLEASE PROVIDE DETAILED INFORMATION ON THIS INCIDENT:

WHAT ASSISTANCE WAS PROVIDED/ACTION TAKEN BY STAFF:

Was individual ejected? _____

If yes, for what time frame? _____

Parent notified? _____

(if person 16 or under) _____

SECTION C: POLICE SERVICES

Please complete this section if the police were notified of an incident at the facility.

Police Officer Badge # _____

Report # _____

Please attached a Constables business card and occurrence # _____

SECTION D: FOLLOW-UP

Please give this form to your immediate Supervisor

THIS REPORT IS FOR INTERNAL USE ONLY - NOT FOR DISTRIBUTION TO THE GENERAL PUBLIC.

Name of your Supervisor: _____

Reported to: _____

Date: _____

Reported by: _____

Position: _____

Signature of person reporting: _____

Supervisor follow-up: _____

Supervisor Signature _____

Date _____

Director of _____ (enter Department name)

Signature _____

Date _____

Disclaimer:

Personal information on this form is collected under the authority of the [Municipal Freedom of Information and Protection of Privacy Act \(MFIPPA\)](#) and [Occupational Health & Safety Act \(OHSA\)](#), and will be solely used for the purpose of documenting incidents/concerns related to the Town's Customer Code of Conduct Policy. Questions about this collection or personal information should be directed to the Municipal Clerk, 3 Kirkland St. W., Kirkland Lake, ON P2N3P4, by telephone at 705-567-9361, Ext. 238, or by email to clerk@tkl.ca.

Don't take it out on our staff.

**We DO NOT tolerate
Unreasonable Behaviour.**

Read the [Town's Customer Code of Conduct Policy](#) for more info.



KIRKLAND LAKE
THE RIGHT ENVIRONMENT

REPORT TO COUNCIL

Meeting Date: 02/04/2024

Report Number: 2024-CORP-022

Presented by: Kassandra Young

Department: Corporate Services

REPORT TITLE

Supplemental: ONA Local 215 Collective Agreement

RECOMMENDATION

BE IT RESOLVED THAT Report Number 2024-CORP-022 entitled “**Supplemental: ONA Local 215 Collective Agreement**” be received.

INTRODUCTION

On November 7, 2023, Council approved the Memorandum of Agreement between the Corporation of the Town of Kirkland Lake and Ontario Nurses’ Association (ONA) Local 215 and in turn, Council must now execute the Collective Agreement which has been ratified between the Corporation of the Town of Kirkland Lake and ONA Local 215.

DISCUSSION

As noted above, Council resolved the following stemming from a Closed Session Report presented on November 7, 2023:

“Moved by: Councillor Lad Shaba

Seconded by: Councillor Dolly Dickens

BE IT RESOLVED THAT Report Number 2023-HR-004 entitled “**Collective Bargaining – Ontario Nurses’ Association (ONA) Local 215**” be received;

AND THAT Council approve the Memorandum of Agreement between the Corporation of the Town of Kirkland Lake and Ontario Nurses’ Association (ONA) Local 215 as presented;

AND THAT Council authorize the Mayor and Municipal Clerk to ratify the Collective Agreement between the Corporation of the Town of Kirkland Lake and the ONA Local 215 covering the period of April 1, 2023, to March 31, 2025;

AND FINALLY THAT an execution by-law be brought forward for three readings at a later date. **CARRIED**”

DISCUSSION (CONTINUED)

The Town and ONA Local 215 were successful in reaching a new Collective Agreement and resolved any outstanding bargaining issues through good faith negotiations to make every reasonable effort to conclude a Collective Agreement. The new Collective Agreement between the Corporation of the Town of Kirkland Lake and Ontario Nurses' Association (ONA) Local 215 covers the period of April 1, 2023, to March 31, 2025 (Attachment 1).

OTHER ALTERNATIVES CONSIDERED

Not Applicable.

FINANCIAL CONSIDERATIONS

For the term of the Collective Agreement, from April 1, 2023, to March 31, 2025, the wage increases would be 7.5% effective April 1, 2023; and then 3% effective April 1, 2024.

The estimated incremental costs, including salary, overtime, and shift premiums would be approximately \$366,161.00. (Attachment 2).

The agreed upon increases align with the Kaplan arbitrated award for the ONA Hospital Central Agreement.

ALIGNMENT TO CORPORATE STRATEGIC PLAN

Priorities:

- ☒ Service Excellence
- ☒ Current Council's Operational Aims

Action(s):

Service Excellence

- Retain and attract the best talent through a positive work environment and strong collaborative corporate culture, and through the development and implementation of human resources policies and best practices, to support the aim of making the Town of Kirkland Lake an Employer of Choice.



ALIGNMENT TO CORPORATE STRATEGIC PLAN (CONTINUED)

Council Operational Aim(s):

Service Excellence

Employer of Choice

- Competitive salaries, comprehensive benefits, and distinct benefits
Prioritization of employee well-being and work-life balance.
- Paths for career advancement and opportunities for professional development
for succession planning.
- Empowered employees with autonomy and opportunities to innovate
Transparent communication between leadership and employees.

ACCESSIBILITY CONSIDERATIONS

Not Applicable.

CONCLUSION

The Town entered Collective Bargaining with ONA Local 215 on October 18, 2023. This resulted in a Memorandum of Agreement for Council's approval and ratification, which was approved on November 7, 2023.

CONSULTATIONS

Town of Kirkland Lake Senior Management Team

Town of Kirkland Lake Negotiating Committee

Labour Relations Officer - Ontario Nurses' Association Local 215

Staff Representatives - Ontario Nurses' Association Local 215

Emilie Chamaillard, Barrister and Solicitor, Chamaillard Law (Town's Legal Counsel)

ATTACHMENTS

Attachment 1 – Collective Agreement ONA Local 215 (April 1, 2023 - March 31, 2025)

Attachment 2 – Financial Impact Summary

COLLECTIVE AGREEMENT

Between:

TECK PIONEER RESIDENCE
(hereinafter referred to as the "Home")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")

EXPIRY: MARCH 31, 2025

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Home and the nurses covered by this Agreement; to provide for on-going means of communication between the Association and the Home and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that nurses wish to work together with the Employer to secure the best possible nursing care and health protection for residents. Appropriate committees have been created under this Agreement to work towards this objective.

ARTICLE 2 - RECOGNITION AND DEFINITIONS

- 2.01 The Employer recognizes the Association as the sole bargaining agent of all registered and graduate nurses employed in a nursing capacity by Teck Pioneer Residence at Kirkland Lake, Ontario, save and except the Director of Nurses and persons above the rank of Director of Nurses.
- 2.02 (a) In order to protect the standard of nursing care, the Employer agrees that persons whose jobs are not in the bargaining unit shall not perform work normally performed by employees in the bargaining unit, except for:
- i) the purpose of instruction or experimentation; or
 - ii) in the event of an emergency; or
 - iii) work normally performed by employees outside the bargaining unit.
 - iv) the Employer shall not contract out the work of a bargaining unit employee during the term of this agreement.
- (b) The Employer agrees to employ sufficient staff and health care aides to meet the staffing needs that may be set from time to time by statute and/or regulation. In the event that there is insufficient staffing to meet this undertaking, the Employer will post vacancies so that any unmet care undertaking will be satisfied.
- (c) The Employer will assign at least 299 total bargaining unit RN hours weekly to perform the operational duties of the bargaining unit RN.

The employer agrees to ensure by April 1, 2024 there will be no less than 4 hours of nursing and personal care per resident per day, including 0.8 RN hours per resident per day.

Notwithstanding the above, the Employer will ensure there is at least one (1) registered nurse who is both an employee of the home and a member of the regular nursing of the home on duty and present in the home at all times.

- (d) The Employer shall, upon entry into any service agreement with the Ministry of Health in respect of residents cared for by members of this bargaining unit, provide to the Union copies of any documents or materials which it is required to post in the Home pursuant to the Municipal Homes for the Aged and Rest Homes Act.
- 2.03
- (a) A Registered Nurse is a nurse who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with *The Regulated Health Professions Act*.
 - (b) A nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act, 1991* and its Regulation must obtain their General Certificate of Registration prior to the expiry of their Temporary Certificate. If the nurse fails to obtain their General Certificate of Registration prior to the expiry of their Temporary Certificate of Registration, but in any case no longer than three (3) years from their date of hire, they will be deemed to be not qualified for the position of registered nurse and they may be placed on an unpaid leave of absence, otherwise they will be terminated from the employ of the Home. Such termination shall not be subject of a grievance or arbitration.
- 2.04 A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 15.
- 2.05 A part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 15.
- 2.06 A casual nurse is a nurse who works less than the normal full-time hours referred to in Article 15 and is not prescheduled.
- 2.07 Entitlement: A casual nurse shall be entitled to all provisions of the Collective Agreement applicable to part-time nurses unless otherwise stated.
- 2.08 The assignment of patient care duties, including the delegation or direction of duties by members of bargaining units to other health care providers, shall be in accordance with the Regulated Health Professions Act and related statutes and regulations and in accordance with guidelines

established by the College of Nurses of Ontario from time to time, and any Employer policy related thereto shall meet those requirements.

ARTICLE 3 - RELATIONSHIP

The parties agree that a safe workplace, free of violence (including domestic violence) and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between employers, employees, physicians, and the Union. Nurses should feel empowered to report incidents of disruptive behaviour, including physician behaviour, without fear of retaliation. The parties are both committed to a harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner as set out below:

- 3.01 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this agreement on the basis of race, creed, colour, ethnic origin, place of origin, sex, sexual orientation, marital status, age, ancestry, citizenship, disability, religious affiliation, gender identity, gender expression, record of offences or any other factor which is not pertinent to the employment relationship. Ref: *Ontario Human Rights Code*

The Association agrees there will be no Association activity, solicitation for membership, or collection of Association dues on the Home's premises or during working hours except with the written permission of the Home or as specifically provided for in this Agreement.

- 3.02 (a) Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, creed, colour, ancestry, ethnic origin, place of origin, sex, sexual orientation, marital status, age, citizenship, religious affiliation, gender identity, gender expression, record of offences or disability. Ref: *Ontario Human Rights Code Sec 5(2) and 10(1)*.
- (b) Every person who is an employee has a right to freedom from harassment in the workplace because of sex by their employer or agent of the employer or by another employee.
- (c) Every person has a right to be free from,
- i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or

threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.

- (d) A nurse who believes that they have been harassed contrary to this provision may file a grievance under Article 8 of this agreement.

NOTE: Workplace harassment means:

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or
- (b) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of the comment or conduct is known or ought reasonably to be known to be unwelcome.

3.03

Violence in the Workplace

- (a) The parties agree that violence shall be defined as any actual, attempted or implied conduct of a person that causes or is likely to cause physical and/or psychological trauma/harm/injury/illness or that gives a person to believe that they or another person are/is at risk of psychological or physical trauma/harm/injury/illness. The parties agree that such incidents will not be condoned. Any employee who believes they have been subjected to such incident shall report this to a supervisor who will take every precaution reasonable in the circumstances for the protection of the worker and to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.04, 2.05 and 2.06.
- (b) The Employer agrees to develop formalized policies, measures, procedures and training in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies, measures and procedures shall be communicated to all employees and all employees will receive training and education on them.

The Employer recognizes that workloads can lead to fatigue and a diminished ability, both to identify and to subsequently deal with potentially violent situation(s).

- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.

- (d) The Employer agrees to provide training, education and information on the prevention of violence and all measures and procedures in the workplace violence program to all employees who come into contact with potentially aggressive persons. This training will also be done during a new employee's orientation and updated as required.
- (e) The Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing their work. Such information shall be submitted in writing to the Union as soon as practicable.
- (f) The Employer and the Union recognize the Employer's obligation under section 25 (2) (h) to take every precaution reasonable to protect employees and section 32.0.5 (3) of the OHSA to provide information, including personal information, to an employee related to a risk of workplace violence from a person with a history of violent behaviour.

The Employer, in consultation with the JHSC or health and safety representative, shall develop an effective written measure and procedure to put in place a visible warning system for all employees who may be exposed to residents who have a history of violent behavior. Such a system shall include flagging measures such as:

- i) Information about individual residents triggers;
- ii) Pre-admitting checklist;
- iii) Computerized record of resident's history of violence;
- iv) Visible notation on the Response Behaviour Board;
- v) A method to communicate pertinent information about a resident and associated visitors to all employees.

Training on these measures and procedures will be developed, established and provided in consultation with the JHSC or health and safety representative.

(g) Damage to Personal Property

The employer will provide reimbursement for replacement of damage incurred to the employee's personal property, such as eyeglasses, contact lenses or other prosthesis, ripped uniforms, personal clothing, excluding jewelry or personal electronics as a result of being assaulted while performing their work.

The employee will endeavor to present their claim to the Employer within 7 days after the event unless it was impossible for them to do so during this period.

3.04

Occupational Health & Safety

- (a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*, making particular reference to the following:
- i) The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s. 25(2)(h)].
 - ii) When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) including, but not limited to, providing personal protective equipment that the employees deem necessary based on their clinical and professional judgment, that reduces risk and protects employees.
 - iii) The Employer will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available to employees at short notice in the event there are reasonable indications of the emergence of a pandemic or a new infectious disease.
 - iv) When the employer receives written recommendations from a health and safety representative, that employer shall respond in writing within twenty-one days. [*Occupational Health and Safety Act*, s.9 (21)].
 - v) The employer's response shall contain a timetable for implementing the recommendations the employer agrees with and give reasons why the employer disagrees with any of the recommendations that the employer does not accept. [*Occupational Health and Safety Act*, s.9 (21)].
 - vi) The employer shall ensure that the equipment, materials and protective devices as prescribed are provided. [*Occupational Health and Safety Act*, s. 25(1)(a)].

- vii) The employee shall use or wear the equipment, protective devices or clothing that the employer requires to be used or worn. [*Occupational Health and Safety Act*, s. 28(1)(b)].
 - viii) The employee shall not use or operate any equipment, machine, device or thing or work in a manner that may endanger themselves or any other worker. [*Occupational Health and Safety Act*, s. 28(2)(b)].
 - ix) A worker who is required by their employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*].
- (b) The parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:
- Violence in the Workplace (include Verbal Abuse)
 - Musculoskeletal Injury Prevention
 - Needle Stick and other sharps Injury Prevention
 - Nurses who regularly work alone or who are isolated in the workplace
 - Wellness initiatives
- (c) In the event there are reasonable indications of the emergence of a pandemic any nurse working at more than one health care facility will, upon the request of the Employer, provide information of such employment to the Employer. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.
- (d) Employees who are absent from work due to a communicable disease and required to quarantine or isolate due to:
- (i) the employer's policy, and/or
 - (ii) operation of law and/or
 - (iii) direction of public health officials,
- shall be entitled to salary continuation for the duration of the quarantine.

ARTICLE 4 - NO STRIKE, NO LOCKOUT

- 4.01 The Association agrees there shall be no strikes and the Home agrees there shall be no lockouts.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Except as specifically modified by this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management.
- 5.02 Without limiting the generality of Article 5.01, management's rights include:
- (a) the right to maintain order, discipline and efficiency and in connection therewith, to make, alter, and enforce from time to time reasonable rules and regulations, policies and practices, to be observed by its employees, and the right to discipline or dismiss employees for proper cause provided that a claim of discipline without just cause by a nurse may be the subject of a grievance and dealt with as hereinafter provided.
 - (b) the right to select, hire, discipline, dismiss, transfer, assign to shifts, promote, demote, classify, layoff, recall and suspend employees for just cause.
 - (c) the right to determine and establish standards and procedures for the care, welfare, safety and comfort of the guests in the Home including establishing standards and degrees of quality of care to be provided; to direct the working forces; to plan, direct and control the operation of the Home including the extent to which the Home will operate; to introduce new and improved methods, facilities and equipment; to determine the amount of supervision necessary; to determine work schedules; to determine the number of employees required for the purposes of the Employer including increases and decreases in personnel.
- 5.03 These rights shall not be exercised in a manner inconsistent with the provisions of this Collective Agreement.

ARTICLE 6 - ASSOCIATION SECURITY

- 6.01 The Employer shall deduct, in the first payroll period in each month, from the earnings of all employees in the bargaining unit, a sum equal to the monthly union dues for each employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings within that month.

The deduction period for an employee may be extended where the employee does not receive pay in a particular month.

- 6.02 Such dues shall be deducted monthly from each employee, but in the case of a newly-hired employee such deduction shall commence in the first pay period immediately following her date of hire.
- 6.03 The amount of the regular monthly dues shall be those authorized by the Association and the Provincial Vice-President - Finance of the Association shall notify the Home of any changes therein and such notification shall be the Home's conclusive authority to make the deduction specified.
- 6.04 In consideration of the deducting and forwarding of Association dues by the Home, the Association agrees to indemnify and save harmless the Home against any claims or liabilities arising or resulting from the operation of this Article.
- 6.05
 - (a) The amounts so deducted shall be remitted monthly to the Provincial Vice-President - Finance of the Association. In remitting such dues, the Home shall provide a list of nurses from whom deductions were made including deletions and additions from the preceding month and their social insurance numbers.
 - (b) In the case of part-time nurses, dues shall be deducted from the first tour worked in a month.
- 6.06 The Employer will provide such information currently provided the Union in articles 6.01 to 6.05 above in an electronic format. The Union will provide the employer with the template containing the type and order of data required. The Employer will identify each electronic submission by the applicable Local number, Bargaining Unit name and ONA Dues month and reference number. The Employer will populate the template as provided by the Union including any data currently provided on hard copy dues list as identified in the Collective Agreement. The Employer will provide the Local and Bargaining Unit with a copy of the electronic submission of dues information. The Employer will send the completed form to the Union via the electronic account for Dues.
- 6.07
 - (a) The Home agrees that an officer of the Association or Union Representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance and may be arranged collectively or individually by the Home.
 - (b) A copy of the Collective Agreement, supplied by the Employer, will be given to the newly hired nurse by the Employer.

- 6.08 The Home will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.

ARTICLE 7 - REPRESENTATION AND COMMITTEES

7.01 Union Representatives

- (a) The Home agrees to recognize two (2) Union Representatives to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with Association business including grievances as provided in this Collective Agreement.
- (b) It is agreed that Union Representatives have their regular duties and responsibilities to perform for the Home and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Home agrees to pay for all time spent during their regular hours by such representatives hereunder.

7.02 Negotiating Committee

The Home agrees to recognize a negotiating committee comprised of three (3) representatives of the Association for the purpose of negotiating a renewal agreement. The Home agrees to pay members of the negotiating committee for time spent during regular working hours in negotiations with the Home for a renewal agreement up to and including conciliation.

7.03 Home-Association Committee

- (a) There shall be a Home-Association Committee comprised of the Administrator and the Director of Nurses and two (2) registered nurses employed by the Home who are appointed by the Bargaining Unit President or Association. The membership of the Committee may be expanded by mutual consent.
- (b) The Committee shall meet every two (2) months unless otherwise mutually agreed. The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.

- (c) The purpose of the Committee includes:
 - i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality and quantity of nursing care;
 - ii) discussion and reviewing matters relating to orientation and in-service programs.
- (d) Payment of wages for such meetings, where the meeting is not held during a nurse's regular working hours shall be at their regular rate of pay for the time spent at such meetings.

7.04

Occupational Health and Safety Committee

- (a) The Employer and the Association agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury, and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the employer agrees to accept the nurse on duty at the time of each scheduled Joint Occupational Health and Safety Committee meeting as the representative of the Association from amongst bargaining unit members.
- (c) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held as frequently as determined by the Committee but not less frequently than the Occupational Health and Safety Act requires. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for representatives to perform these duties shall be granted.

A member of a committee is entitled to:

- i) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting

- ii) such time as is necessary to attend meetings of the committee; and
- iii) such time as is necessary to carry out inspections and investigations under subsection 9(26), 9(27), and 9(31) of the Act.

A member of a committee shall be deemed to be at work during the times described and the member's employer shall pay the member for those times at the member's regular or premium rate as may be proper.

- (g) The parties will abide by the Occupational Health and Safety Act and to that end the Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) All time spent by a member of the Joint Occupational Health and Safety Committee attending meetings of the Committee and carrying out their duties, shall be deemed to be work time for which they shall be paid by the Employer at their regular rate and they shall be entitled to such time from work as is necessary to attend scheduled meetings and inspections.
- (i) At least one of the employees representing workers under the Occupational Health and Safety Act, who are trained to be certified workers as defined under the Act, may be from the Association. The parties agree that it will not be a breach of this provision if only one employee representing workers is trained to be a certified worker and such employee is not from the Association provided that the next employee representing workers trained to be a certified worker may be from the Association.
- (j) A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health & Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper. This provision does not apply with respect to workers who are paid by the Home for the time spent fulfilling the requirements for becoming certified.
- (k) i) This section does not apply to a nurse:
 - A) when a circumstance described below is inherent in the worker's work or is a normal condition of the worker's employment; or

- B) when the worker's refusal to work would directly endanger life, health or safety of another person.
- ii) A worker may refuse to work or do particular work where they have reason to believe that,
 - A) any equipment, machine, device or thing the worker is to use or operate is likely to endanger themselves or another worker;
 - B) the physical condition of the workplace or the part thereof in which they work or is to work is likely to endanger themselves; or
 - C) any equipment, machine, device or thing they are to use or operate or the physical condition of the workplace or the part thereof in which they work or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger themselves or another worker.
- (l) The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

The parties further agree that suitable subjects for discussion at the Home Association Committee will include aggressive residents.

- 7.05 The Association shall keep the Home notified in writing of the names of the Union Representatives and/or Committee members and Officers of the Local Association appointed or selected under this Article as well as the effective date of their respective appointments. The Home will not recognize any representative without such notification in writing.
- 7.06 All references to Union Representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Local Association.
- 7.07 The Home agrees to give representatives of the Ontario Nurses' Association access to the premises of the Home for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of the Administrator which will not be unreasonably withheld.

- 7.08 Nurses who are required to attend meetings called by the Employer will be compensated at their regular rate of pay for time spent at such meetings. No premium rate of pay shall be paid for time spent at such meetings.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.
- 8.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by their Union Representative.
- 8.03 It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until they have first given their Director of Nurses the opportunity of adjusting their complaint. Such complaint shall be discussed with their Director within ten (10) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse, and failing settlement within seven (7) calendar days, it shall then be taken up as a grievance. Any grievance filed shall contain a statement setting the nature of the complaint and the remedy requested and should specify the Article of the agreement allegedly breached.

Step No. 1

Within seven (7) calendar days following the disposition of the complaint by the Director, the nurse may submit the written grievance to the Director of Nursing or their designee who will deliver their decision in writing within seven (7) calendar days from the date on which the written grievance was presented to them. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step No. 2

Within seven (7) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Home Administrator or their designee. A meeting will then be held between the Home Administrator or their designee and the Grievance Committee within seven (7) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting.

It is further understood that the Home Administrator or their designee may have such counsel and assistance as they may desire at such meeting. The decision of the Home shall be delivered in writing within seven (7) calendar days following the date of such meeting.

8.04 Employer/Association Grievances

A complaint or grievance arising directly between the Home and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting a nurse which such nurse could herself institute and the regular grievance procedure shall not be thereby bypassed.

8.05 Group Grievance

Where a number of nurses have identical grievances, and each nurse would be entitled to grieve separately they may present a group grievance in writing identifying each nurse who is grieving to the Director of Nurses or their designee within ten (10) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.06 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within eight (8) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

8.07 Discharge and Suspension Grievances

- (a) A nurse will be advised of their right to be accompanied by a nurse representative to any meeting with the Employer, where reprimands, discipline or termination (including resignation) may be discussed.
- (b) A nurse is entitled, after imposition of suspension or discharge to be given written reasons for such action.
- (c) A claim by a nurse covered under the Agreement that they have been suspended or discharged without just cause, shall be lodged at Step

No. 2 of the Grievance Procedure within ten (10) working days of having been provided with the notice of suspension or termination of employment. A nurse representative may be present. A grievance claiming suspension or discharge may be settled by confirming the Employer's action or by reinstating the nurse or by any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitration Board.

8.08 The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:

- (a) reasons which are arbitrary, discriminatory or in bad faith;
- (b) exercising a right under this Agreement.

The Home agrees to provide written reasons for the release of a probationary nurse within seven (7) days of such release.

A claim by a probationary nurse that they have been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse with the Home at Step 3 within seven (7) days after the date the release is effected. Such grievance shall be treated as a special grievance as set out below.

The Home agrees to provide written reasons within seven (7) calendar days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed their probationary period, without just cause.

A claim by a nurse who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Home at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Home's action in dismissing the nurse; or
- (b) reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

8.09 All agreements reached under the grievance procedure between the representatives of the Home and the representatives of the Association will be final and binding upon the Home and the Association and the nurse.

8.10 Arbitration

When either party requests that any matter be submitted to arbitration as provided in the foregoing article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto to the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

- 8.11 (a) The time prior to referral to arbitration may be utilized by the Union and/or the Employer to discuss and/or initiate a dispute resolution mechanism other than a three person Board of Arbitration.

Either party may request a sole arbitrator, mutually agreed upon, where the grievance concerns:

- i) a job posting
- ii) a short term layoff
- iii) responsibility pay, premiums, overtime and call-in pay
- iv) entitlement to leave
- v) scheduling issues

All references to an Arbitration Board shall be taken to include a sole arbitrator.

- (b) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. Once appointed the Arbitration Board shall have the power to mediate/arbitrate the grievance, including the power to impose a settlement and to limit evidence and submissions.

- 8.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

- 8.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

- 8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority the decision of the chairperson, will be final and binding upon the parties hereto and the nurse or nurses concerned.

- 8.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fee and expenses, if any, of the chairperson of the Arbitration Board.
- 8.16 The time limits set out in the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, subject only to the provisions of Section 44(6) of the Labour Relations Act.

ARTICLE 9 - PROFESSIONAL RESPONSIBILITY

- 9.01 The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

In the event that the Home assigns a number of patients or a workload to an individual nurse or group of nurses, such that they have cause to believe that they are being asked to perform more work than is consistent with proper patient care, they shall:

- (a) i) At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.
- ii) If necessary, using established lines of communication as identified by the home, seek immediate assistance from an individual(s) (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
- iii) Failing resolution of the workload issue at the time of occurrence or if the issue is ongoing the nurse(s) will discuss the issue with their Manager (or designate) on the next day that the Manager (or designate) and the nurse are both working or within five (5) calendar days whichever is sooner. The nurse(s) will submit her issue to the employer, in writing. The manager (or designate) will provide a written response to the nurse(s) within five (5) days of receipt of the workload issue, with a copy being forwarded to the Bargaining Unit President.
- iv) When meeting with the manager, the nurse(s) may request the assistance of a Union representative to support/assist them at the meeting.
- v) Every effort will be made to resolve workload issues at the unit level. A Union representative shall be involved in any

resolution discussions at the unit level. The discussions and actions will be documented.

- vi) Failing resolution at the unit level, submit the written complaint to the Home-Association Committee within twenty (20) calendar days from the date of the Manager's response or when they ought to have responded under (iii) above. The Chair of the Home-Association Committee shall convene a meeting of the Home-Association Committee within fifteen (15) calendar days of the filing of the written complaint. The Committee shall hear and attempt to resolve the issue(s) to the satisfaction of both parties and report the outcome to the nurse(s).
 - vii) Prior to the issue(s) being forwarded to the independent Assessment Committee, the Union may forward a written report outlining the issue(s) and recommendations to the Director of Care.
 - viii) Any settlement arrived at under Article 9.01 (a) iii), iv), or v) shall be signed by the parties.
- (b)
- i) the panel of Assessment Committee chairpersons is attached and the members of that panel shall sit in rotation alphabetically. If a panel member is unable to sit within the time limits stipulated, the panel member next scheduled to sit will be appointed by the parties. The parties agree that should a chairperson be required, the Ontario Nurses' Association and the Employer will be contacted. They will provide the name of the person to be utilized on the list of chairpersons.
 - ii) each party will bear the cost of its own nominee and will share equally the fee of the chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.
 - iii) The assignment of patient care duties, including the delegation or direction of duties by members of the bargaining unit to other health care providers, shall be in accordance with the Regulated Health Professions Act and related statutes and regulations and in accordance with guidelines established by the College of Nurses of Ontario from time to time, and any Employer policy related thereto shall meet those requirements.
- (c) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Labour Relations Officer and the Nursing Practice Officer, may attend meetings held between the Home and the Association under this provision.

ARTICLE 10 - ORIENTATION AND IN-SERVICE PROGRAMME

- 10.01 The Home shall provide a Home Orientation Programme of eight (8) shifts (2 full rotations): which includes a MedReceive Orientation Day, and orientation to all units.
- 10.02 Before assigning a newly hired nurse in charge, the Home will first provide orientation to the Home. It is understood that such nurse may be assigned to any tour as part of their orientation program providing such assignment is in accordance with any scheduling regulations or objectives.
- 10.03 Nurses recalled from layoff under Article 12.07 (a), and nurses whose probationary period has been extended under Article 12.01, may be provided any orientation determined necessary by the Home. A request by such a nurse for orientation shall not be unreasonably denied.
- 10.04 Both the Home and the Association recognize joint responsibility and commitment to provide, and participate in, in-service education. The Association supports the principle of its members' responsibility for their own professional development and the Home will endeavour to provide programmes related to the requirements of the Home. Available programmes will be publicized.
- 10.05 When a nurse is on duty and authorized to attend any in-service program within the Home and during their regularly scheduled working hours, they shall suffer no loss in regular pay. When a nurse is required by the Home to attend courses outside of their regularly scheduled working hours, they shall be paid for all time spent in attendance on such courses at their regular straight time hourly rate of pay.
- 10.06 (a) Student Supervision
- Nurses may be required, as part of their regular duties, to supervise activities of Registered Nursing students in accordance with the current College of Nurses of Ontario *Practice Guidelines – Supporting Learners*. Nurses will be informed in writing of their responsibilities in relation to these students and will be provided with what the Employer determines to be appropriate training. Any information that is provided to the Employer by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students. Upon request, the Employer will review the nurse's workload with the nurse and the student to facilitate successful completion of the assignment.
- Where a nurse is assigned a registered nursing student supervision duties, the Employer will pay the nurse a premium of two dollars (\$2.00) per hour for all hours spend supervising registered nursing students. This article will not apply to job classifications that are paid above the Registered Nurse Classification rates set out in Article

20.01 where the higher rate of pay is, in part, based on registered nursing student supervision duties.

(b) Nurses are expected, as part of their regular duties, to provide guidance and advice to members of the health care team.

(c) Mentorship/Preceptorship

Nurses may, from time to time, be assigned a formal mentorship/preceptorship role for a designated nurse. Mentorship/preceptorship is a formal supportive relationship between two (2) nurses, which results in the professional growth and development of an individual practitioner to maximize their clinical practice. Orientation to the organization or general functioning of the unit does not constitute mentorship.

After consultation with the nurse being mentored/preceptored and the mentor/preceptor, the Employer will identify the experiences required to meet their learning needs, will determine the duration of the mentorship/preceptorship assignment and expectations of the mentor/preceptor, and appropriate training. During the consultation process, the Employer will review the mentor's/preceptor's workload with the mentor/preceptor and the nurse being mentored/preceptored to facilitate successful completion of the mentoring/preceptoring assignment.

The Employer will pay the nurse for this assigned additional responsibility a premium of two dollars (\$2.00) per hour, in addition to their regular salary and applicable premium allowance.

ARTICLE 11 - ACCESS TO FILES

11.01 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add their views to such evaluation prior to it being placed in their file. Each nurse shall have reasonable access to their file for the purposes of reviewing any evaluation or formal disciplinary notations contained therein in the presence of their supervisor. A copy of the yearly evaluation will be provided to the nurse.

11.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that the nurse's record has been discipline free for such eighteen (18) month period.

ARTICLE 12 - SENIORITY

- 12.01 Newly hired nurses shall be considered to be on probation for a period of sixty normal tours as identified in Article 15.01 or four hundred and fifty (450) hours of work for nurses whose regular hours of work are other than the standard workday worked from date of last hire. If retained after the probationary period, the nurse shall be credited with seniority from date of last hire. With the written consent of the Home, the probationary nurse, and the President of the Local Association or their designate, such probationary period may be extended. Where the Home requests an extension of the probationary period it will provide notice to the Association at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional four hundred and fifty (450) hours worked and, where requested, the Home will advise the nurse and the Association of the basis of such extension.
- 12.02 A seniority list shall be established for all full-time and part-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time and part-time probationary nurses shall be included in the seniority lists. A copy of the current seniority lists will be filed with the President of the Local Association or their designate on request but not more frequently than once every six (6) months. A copy of the seniority lists shall also be posted at the same time. If there are no complaints within sixty (60) days of posting, then the seniority standing of everyone on the list shall be deemed to be correct.
- 12.03 Seniority shall be retained by a nurse in the event that they have transferred from full-time to part-time or vice versa. For the purposes of the application of seniority if any under the agreement, but not for the purposes of service under any provision of the Collective Agreement (save as expressly provided otherwise in this agreement), a nurse whose status is changed from full-time to part-time shall receive credit for their full-time seniority. In the case of a nurse whose status is changed from part-time to full-time, they shall receive credit for seniority on the basis of one year of seniority for each 1500 hours worked. Any hours worked in excess of the equivalent shall be carried over by the nurse at the time of transfer and they shall continue to accumulate seniority in this manner until they reach the next equivalent.
- 12.04 If a nurse's absence without pay from the Home including absences under Article 13, Leaves of Absence, exceeds thirty (30) continuous calendar days, they will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided, and the nurse will become responsible for full payment of any subsidized employee benefits in which they are entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days, a nurse may

arrange with the Home to prepay the full premium of any applicable subsidized benefits during the period of leaves in excess of thirty (30) continuous calendar days to ensure their continuing coverage.

Notwithstanding this provision, seniority shall accrue for a period of one year if a nurse's absence is due to disability resulting in W.S.I.B. benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.

NOTE: This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

12.05 A full-time or regular part-time nurse shall lose all service and seniority and shall be deemed to have terminated if they:

- (a) leaves of their own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four (24) calendar months.
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Home of such absence and providing a satisfactory reason to the Home;
- (e) fails to return to work (subject to the provisions of 12.05 (d)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (f) fails upon being notified of a recall to signify their intention to return within twenty (20) calendar days after they have received the notice of recall mailed by registered mail to the last known address according to the records of the Home and fails to report to work within thirty (30) calendar days after they have received the notice of recall or such further period of time as may be agreed upon by the parties.

12.06 (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Home, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses may make written application for such vacancy within the seven (7) day period referred to herein.

Where the skill, ability, experience and qualifications are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period.

Unsuccessful applicants will be notified.

At the request of the nurse, the Home will discuss with the unsuccessful applicants ways in which they can improve their qualifications for future postings.

- (b) A nurse may make a written request for transfer by advising the Home and filing a Request For Transfer form indicating their name, qualifications, experience, present area of assignment, seniority date and requested area of assignment. A transfer shall be defined as a move within a classification within the same salary grid. Requests for Transfer shall become active as of the date it is received by the Home and shall remain so until December 31 following. Such requests will be considered as an application for a posted vacancy in a position for which a transfer has been requested. A list of the vacancies filled under this Article in the preceding month along with the Association applicants shall be provided to the Association.

- (c) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including Maternity) may be filled at the discretion of the Home. In filling such vacancies, consideration shall be given to part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.

If the temporary vacancy is not filled by a regular part-time nurse, consideration will be given to casual part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question.

- (d) The Home shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the job.
- (e) The name of the successful applicant will be posted by the Home. A nurse selected as a result of a posted vacancy need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of their selection.

- 12.07 (a) A layoff of nurses shall be made on the basis of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off. Casual part-time nurses

shall be laid off before regular part-time nurses. Casual part-time nurses shall not be utilized while full-time or regular part-time nurses remain on lay-off.

A lay-off shall include a reduction in a nurse's hours of work, a cancellation of all or part of a nurse's scheduled shift and a displacement of a nurse from their area of assignment.

A nurse who has been notified of an impending lay-off may:

- i) accept the lay-off; or
- ii) exercise the right to bump or displace another nurse in any classification who has lesser bargaining unit seniority; or
- iii) opt to retire if eligible under the terms of the pension plan as outlined under Article 20.01.

Nurses shall be recalled in the order of seniority, unless otherwise agreed between the Home and Local Association, provided that the nurse is qualified to perform the available work.

- (b) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff before the Employer discusses the changes with the Association.
- (c) All part-time and full-time nurses in the bargaining unit who are on lay-off will be given a job opportunity in the full-time and part-time categories before any new nurse is hired into either category provided the nurses are qualified to perform the available work.

12.08 In the event of a proposed layoff at the Home of a permanent or long term nature, the Home will:

- (a) provide the Local Association with no less than six (6) months notice of such lay off; and
- (b) meet with the Association through the Association/Home Committee to review the following:
 - i) the reasons causing the lay off;
 - ii) the service which the Home will undertake after the lay off; and
 - iii) the method of implementation, including the areas of cutback, and the nurses to be laid off.

12.09 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:

- (a) when on leave of absence with pay;
- (b) when on an approved leave of absence without pay, not exceeding thirty (30) continuous calendar days;
- (c) when in receipt of sick leave;
- (d) when in receipt of Worker's Compensation
- (e) when on paid maternity leave.

12.10 Transfer outside of the Bargaining Unit

- (a) An employee who is transferred temporarily to a position outside of the bargaining unit for a period of not more than three (3) months or is seconded to teach for an academic year shall not suffer any loss of seniority, service or benefits.

An employee who is transferred temporarily to a position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year, or in the case of pregnancy/parental leave up to 18 months, shall retain, but not accumulate, their seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, they shall be credited with seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit.

The union will be provided notice prior to the commencement of the transfers mentioned above.

An employee must remain in the bargaining unit for a period of at least five (5) months before transferring out of the bargaining unit again or they will lose all seniority held at the time of the subsequent transfer.

- (b) In the event that an employee is transferred temporarily to a position outside of the bargaining unit for a period in excess of one (1) year, or in the case of pregnancy/parental leave up to 18 months, or a permanent position outside of the bargaining unit, they will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of their return to the bargaining unit.
- (c) It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.

- (d) The Employer agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the Union of the names of any employees performing the duties of positions outside of the bargaining unit, the date the assignment commenced, the area of assignment and the duration of such assignments.
- (e) An employee who accepts a transfer under Article 12.10 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 Personal Leave

Written requests for a personal leave of absence without pay will be considered on an individual basis by the Director of Nursing or their designee. Such requests are to be given as far in advance as possible and at least three weeks prior to the date of the schedule in which the leave is posted, except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

13.02 (a) Leave, Association Business

If requested by the Association, the Employer will not unreasonably deny leave of absence to nurses to attend Association business.

During such leave of absence, the nurse's seniority salary and applicable benefits shall be maintained by the Home and the Local Association agrees to reimburse the Home in the amount of the daily rate of the nurse.

Such leaves of absence shall not total more than 25 working days in any calendar year for any nurse and not more than two nurses shall be on such leave of absence at one time.

Part-time nurses will receive service and seniority credit for leaves granted under this Article.

The Home agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as they may require fulfilling the duties of the position.

Seniority and service shall be calculated using the previous twelve (12) weeks employment record.

(b) ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Home, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond eighteen (18) months. There shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Home of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be reinstated to their former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

(c) Leave, President, or Board of Directors, O.N.A.

The Employer will not unreasonably deny, upon application in writing by the Association on behalf of the nurse to the Home, a leave of absence to such nurse elected to the office of the President or to the Board of Directors of the Ontario Nurses' Association for a period of up to two (2) years. There shall be no loss of service or seniority during such leave of absence. During such leave of absence the nurse's salary and applicable benefits shall be maintained by the Home and the Association agrees to reimburse the Home in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Home of their intention to return to work at least sixty (60) days prior to the date of such return. Only one (1) nurse may be granted such leave of absence at any one time.

13.03 Bereavement Leave

- (a) A nurse will be granted leave of absence, without loss of pay, in order to mourn the death of members of the nurse's family beginning with the first full working day immediately following the death or in conjunction with the day of the funeral, memorial service or burial for up to the maximum number of days set forth in the following schedule:
- i) Three (3) working days in the event of death of spouse, child, stepchild, parent, sibling, grandparent and grandchild, step-sibling, step-parent of the nurse.
 - ii) Three (3) working days in the event of death of a grandparent-in-law, parent-in-law, uncle, aunt, niece, and nephew.

- iii) One (1) working day for the uncle, aunt, nephew and/or niece and first cousin of the nurse or the nurse's spouse.
- iv) Should extensive travel be involved in order for the employee to attend the funeral, an additional unpaid day's leave may be granted.
- v) In the case of a casual or part-time employee, the days off will be granted as above, but the employee will only receive pay for the corresponding days of work scheduled prior to learning of the death of the relative.

Part-time nurses will be credited with seniority and service for all such leave.

- vi) Where the burial/memorial service or equivalent occurs outside the Kirkland Lake area, such leave may include as well, reasonable travelling time, the latter not to exceed 2 days.
 - vii) Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding three (3) days in total, in order to accommodate a spring burial, or for religious and cultural diversity.
- (b) The Director may consider a request for an extension of a period of bereavement leave or special instances of bereavement leave. Such leave shall not be unreasonably denied.

"Spouse" for the purpose of bereavement leave will be defined as in the Family Law Act and will include a partner of the same sex.

13.04

Maternity Leave

- (a) Maternity leave will be granted in accordance with the provisions of the Employment Standards Act, R.S.O. 1980 as amended, except where otherwise amended by this agreement.
- (b) The nurse shall give written notification at least one month in advance of the date of commencement of such leave and the expected date of such return.
- (c) A nurse who is on maternity leave as provided under this Agreement and who is in receipt of Employment Insurance pregnancy benefits pursuant the Employment Insurance Act, 1971, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly earning and the sum of

her weekly employment insurance benefits and any other earnings. Such payments shall commence following completion of the one-week Employment Insurance waiting period and receipt by the Home of the nurses Employment Insurance cheque stubs as proof that they are in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

- (d) The nurse has the right to extend the maternity leave to six months in total. Written notice by the nurse to extend maternity leave will be given at least two weeks prior to the termination of the initially approved leave.

The notice requirement will be shortened in circumstances where medical complications occur in the two weeks prior to the termination of the initially approved leave.

Adoption Leave

Where a nurse who has been employed for at least thirteen (13) weeks, is required by the adoption authorities to take a leave of absence from work, for the purposes of the adoption, such nurse shall be entitled to a leave of absence, without pay, in accordance with the Employment Standards Act, with consideration being given to any requirements of the adoption authorities. Such leave shall be given provided that the nurse will give the Home at least one (1) month written notice of the date of commencement of such leave and the expected date of the return.

- (e) Vested Right: Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan. (57(13) (h) of the UI Regulations).
- (f) Other Income: Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan. (57(13) (i) of the UI Regulations).

Parental Leave

- (g) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

A nurse who has taken pregnancy leave under Article 13.04 is eligible to be granted a parental leave in accordance with the

Employment Standards Act. A nurse who is eligible for a parental leave may extend the parental leave for a period of up to sixty-three (63) weeks in duration (sixty-one weeks if taken with pregnancy leave). In cases of adoption, the nurse shall advise the Home as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.

A nurse who is on parental leave as provided under this Agreement and who is in receipt of Employment Insurance parental benefits pursuant to the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four (84%) percent of the nurse's regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one week Employment Insurance waiting period, and receipt by the Home of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of twelve (12) weeks. The nurse's regular weekly earnings shall be determined by multiplying their regular hourly rate or their last day worked prior to the commencement of the leave times their normal weekly hours.

Notwithstanding this provision, seniority and service will accrue and the employer and employee will continue to pay their premiums for benefit plans for nurses found under 19.01 during the approved leave of absence under Article 13.04.

13.05 Jury and Witness Duty

If a nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest or any proceedings under the Regulated Health Professions Act, where the proceedings are not about the conduct of the Nurse in connection with a case arising from the nurse's duties at the Home, the nurse shall not lose regular pay because of such attendance provided that the nurse:

- (a) notifies the Home immediately on the nurse's notification that they will be required to attend court;
- (b) presents proof of service requiring the nurse's attendance.

- (c) deposits with the Home the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.
- (d) It is understood that such paid leave applies to any scheduled night shifts immediately prior to a day of jury duty.

13.06 Education Leave

- (a) Leave of absence, without pay, for the purpose of further education directly related to the nurse's employment with the Home may be granted on written application by the nurse to the Director of Nursing or their designate. Requests for such leave will not be unreasonably denied.
- (b) A nurse shall be entitled to leave of absence without loss of earnings from their regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which nurses are enrolled to upgrade their nursing qualifications, provided:
 - i) the course is approved by the Employer;
 - ii) the upgrading of qualifications pertains to the Home;
 - iii) payment re earnings is only made on successful course completion.

13.07 Professional Leave

Professional leave without pay will be granted to nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses, provided such leave does not unduly interfere with the proper operation of the Home.

13.08 In any case, where a nurse is granted leave of absence they shall not be required to work the evening or night tours of duty immediately prior to or following the leave of absence.

13.09 The Home agrees to a pre-paid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The nurse must make written application to the Director of Nursing at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) Only one nurse may be absent at any one time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve month period as may be agreed upon by the nurse, the local Association and the Home.
- (d) Written applications will be reviewed by the Director of Nursing or their designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to them until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Home.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Home and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Ontario Municipal Employees' Retirement System Act will be in accordance with the Plan. The nurses will not be eligible to participate in the disability income plan during the year of the leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given the Director of Nursing. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Home plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.

- (k) The Home will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Home is unable to find a suitable replacement, it may postpone the leave. The Home will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to them within a reasonable period of time.
- (l) The nurse will be reinstated to their former position unless the position has been discontinued, in which case they shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Home in order to authorize the Home to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 13.09 of the Collective Agreement and any other statement which may be required by law.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

The letter of application from the nurse to the Home to enter the pre-paid leave program will be appended to and form part of the written agreement.

ARTICLE 14 - SICK LEAVE

- 14.01 For all full-time nurses, the Association agrees to apply the terms of Appendix "C".
- 14.02 There shall be no pay deduction from a nurse's regular scheduled tour when a nurse has completed one half of the tour prior to going on sick leave benefits or Workplace Safety and Insurance benefits.
- 14.03 The Home and the Association recognize their joint duty to accommodate disabled employees in accordance with provisions of the Ontario Human Rights Code.

ARTICLE 15 - HOURS OF WORK

- 15.01 The following paragraphs and section are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week.
- (a) The regular work week for all nurses shall be and average of thirty-seven and one-half (37½) hours per week exclusive of a one-half (½) hour unpaid lunch period daily, but not to exceed seventy-five (75) hours in a two (2) week period exclusive of daily one-half (½) hour unpaid lunch periods.
 - (b) The normal daily tour shall be seven and one-half (7½) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (½) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour for a period of up to fifteen (15) minutes duration.
 - (c) If a nurse is requested or required to work their lunch period, the nurse shall receive overtime pay of one and one-half (1½) times their regular rate, unless another lunch period is provided, or the lunch period is extended for the time worked.
- 15.02 (a) Schedules will be posted two (2) weeks in advance for a six (6) week period. Requests will be submitted one (1) week prior to posting. Once posted, schedules shall not be changed without the consent of the nurse involved, unless otherwise mutually agreed.
- When changes to the posted work schedules are made with less than forty-eight (48) hours' notice, time and one half of the nurse's regular straight-time hourly rate will be paid for all hours worked for the first shift of their new schedule. This shall not apply in cases where a change in schedule is necessary because of emergency, sickness, accident, bereavement leave, resignation, or other authorized leaves of absence. Changes to the posted work schedule will be brought to the attention of the nurse personally.
- (b) Requests for a change of scheduled working hours must be submitted in writing and co-signed by the nurse willing to exchange tours 48 hours in advance. The request for such a change shall be subject to approval by the Director of Nursing and shall not be reasonably withheld. It is agreed that such a change will in no circumstances cause an additional compensation expense to the Employer.
 - (c) A nurse will not be required to change shifts more than once during the Home's work week unless otherwise agreed to between the Employer and the nurse concerned.

- (d) Failure to provide at least sixteen (16) hours rest between tours which are being changed, shall result in payment of overtime at established rates for any hours worked during such rest period.
- (e) No less than two (2) consecutive tours off between changes of shift unless otherwise mutually agreed.
- (f) These scheduling regulations may be waived between December 15th and January 15th so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's in alternate years. Christmas Eve Day, Christmas Day, Boxing Day or New Year's Eve Day and New Year's Day will be included in the five (5) days off. An additional three (3) days may be scheduled off to a total of seven (7) consecutive days off, taking into consideration the efficient operation of the Home.

The Christmas time sheet will be posted by November 1st of each year.

- (g) Every second weekend will be scheduled as a weekend off. It is understood that a weekend consists of at least sixty-four (64) consecutive hours off work during the period following completion of the Friday day or evening tour until the commencement of the Monday day or evening tour.
- (h) Split tours will not be scheduled.
- (i) When changing from Daylight Saving Time to Eastern Standard Time the nurses involved shall be paid for the hours worked at their regular rate of pay, and vice versa.
- (j) There shall be forty-eight (48) consecutive hours scheduled off after working night tours. Failure to comply with this will result in time and one-half (1½) being paid to the nurse for the hours that are in violation of the forty-eight (48) hours' off duty. This shall not apply in situations where the schedule has been changed at the request of the nurse or where the change is otherwise mutually agreed.
- (k) The Home recognizes the principle of fair scheduling for nurses and undertakes to apply this principle insofar as is practicable having regard to the proper and efficient operation of the Home.

15.03

Part-time Commitment

- (a) Part-time nurses assure the Employer that they will be available for at least six (6) - 7½ hour shifts or four (4) - 11¼ shifts bi-weekly.

- (b) Part-time nurses assure the Employer that they will be available for work for either December 24, December 25 and December 26, or December 31, January 1 and January 2, in alternate years.
- (c)
 - i) The Employer agrees to schedule regular part-time employees equitably, on the posted work schedule, in accordance with Article 15.03 (a), up to their commitment of hours.
 - ii) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees provided that no employee exceeds their commitment as a result of being offered such extra tours and provided that this extra tour does not create a premium situation.
 - iii) Where all regular part-time employees have been given the opportunity to work up to their committed tours, extra tours will then be offered to regular part-time employees on the basis of seniority until the senior regular part-time employees has the number of tours they wish or is in an overtime position, then the available tours will be offered to the next senior regular part-time in the same manner and so on.
 - iv) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees.

15.04 2D2N Schedule – Full Time only

- (a) When the Employer and the Union agree, the 2D2N extended tour schedule shall be instituted when eighty percent (80%) of the employees on a particular nursing unit have so indicated by secret ballot. For employees who indicate to the Director of Care that they do not wish to work extended tours, the Employer will endeavour to schedule these employees on a normal tour rotation.
- (b) When less than eighty (80%) of the staff on a particular nursing unit vote as outlined in paragraph 1, in favour of the 2D2N extended tour schedule by secret ballot, the Union may approach the Employer and ask them to consider the implementation of a combination 2D2N extended tour schedule other extended tours and normal (7.5 hours) tour in a particular Unit.
- (c) The eighty percent (80%) figure above may be varied by mutual agreement between the parties.
- (d) The Employer shall make space available to the Union in order to permit the Unit to conduct the vote referred to in (a).

- (e) At any meeting with the Employer to discuss the 2D2N schedule, a member of the Local executive should be in attendance.
- (f) A trial of the 2D2N schedule was run from _____ was conducted. There were at least eighty-five (85%) of the employees on the Unit indicating the parties will continue with the 2D2N schedule on a permanent basis.
- (g) The 2D2N schedule may be discontinued in any unit when:
 - i) Sixty percent (60%) of the employees in a unit so indicate by secret ballot; or
 - ii) The Employer decided to do so because of:
 - A) adverse effects on patient care, or
 - B) inability to provide a workable staffing schedule, or
 - C) where the Employer wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule;
 - iii) When notice of discontinuance is given by either party in accordance with number (b) above, then:
 - A) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
 - B) Where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended;
 - iv) The Local Union will be informed of the results of the secret ballot within seven (7) days.
- (h) The scheduling provisions contained in Article 15 are applicable save and except for the following:
 - i) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid premium pay for the fifth and subsequent day until a day off is scheduled. This provision will not apply if the fifth consecutive tour is as a result of an exchange of tours with other employees.

- ii) Employees shall receive at least three weekends in six off and will not be scheduled to work more than three weekends in a row. A weekend off shall consist of no less than 96 consecutive hours off following the end of the Friday tour.
- (i) An employee will receive premium pay for all hours worked on a fourth (4th) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:
 - i) such weekend has been worked by the employee to satisfy specific days off required by such employee; or
 - ii) such employee has requested weekend work; or
 - iii) such weekend is worked as a result of an exchange of tours with other employees.

It is understood that providing availability for additional shifts on weekends is not “requesting weekend work” and does not disentitle nurses from consecutive weekend premiums.

- (j) All schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per year. In order to accommodate this, the following must occur:
 - i) To make up the additional hours required for full-time employees, employees may request to use lieu time and/or vacation time instead of being scheduled. If the employee chooses to work the required hours, the following will apply:
 - A) Every quarter, employees will be required to submit their request for when their additional required tour(s) will be scheduled.
 - B) The manager will make every reasonable attempt to schedule as requested, considering staffing and patient care needs.
 - C) If no request is made, the manager will schedule the additional tours at their discretion provided this shift is not scheduled on a weekend off and is done in accordance with the scheduling regulations.
 - D) These additional tours will be scheduled during an employee's five (5) days off, and will be paid at the employee's straight time hourly rate of pay, regardless of any local or central provisions that would provide for premium pay.

ARTICLE 16 - PREMIUM PAYMENT

- 16.01 (a) If a nurse is authorized to work in excess of the hours referred to in Article 15.01, they shall receive overtime premium of one and one-half times their regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of their normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour.
- (b) Overtime premium will not be duplicated for the same hours worked under Article 15.01 nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on their scheduled day off shall receive overtime premium of one and one-half times their regular straight time hourly rate.
- (c) A full-time nurse who is required to work on their scheduled day off shall receive overtime premium of one and one-half (1½) times their regular straight time hourly rate except on a paid holiday the nurse shall receive two (2) times their straight time hourly rate.
- (d) A part-time nurse shall receive overtime premium of one and one-half (1½) times their regular straight time hourly rate if they work in excess of seventy-five (75) hours in a two (2) week period except on a paid holiday the nurse shall receive two (2) times their straight time hourly rate.
- 16.02 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of a change of tour on the request of a nurse or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two nurses.
- 16.03 Where a nurse is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and one-half (1½) their regular straight time hourly rate and they are required to work additional hours following their full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse), they shall receive two (2) times their regular straight time hourly rate for such additional hours worked.
- 16.04 A nurse who reports for work as scheduled, unless otherwise notified by the Home, shall receive a minimum of four (4) hours' pay at their regular straight time hourly rate. They shall be required to perform any nursing duties assigned by the Home, which she/he is capable of doing, if their regular duties are not available.

16.05 A nurse called in with less than two (2) hours' notice prior to the commencement of a tour and arrives within an hour after the commencement of a shift shall be paid for the full shift.

16.06 Call-In

Where a nurse has completed their regularly scheduled tour and left the Home and is called in to work outside their regularly scheduled working hours, they shall receive two times (2x) their regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay except to the extent that such four (4) hour period overlaps or extends into their regularly scheduled shift. In such a case, they will receive two times (2x) their regular straight time hourly rate for actual hours worked up to the commencement of their regular shift.

16.07 Shift Premium

Effective date of ratification, a nurse shall be paid a shift premium of two dollars and ninety-eight cents (\$2.98) per hour for each hour worked between 1430 and 0630 hours. Tour differential will not form part of the nurses' straight time hourly rate.

16.08 It shall be the responsibility of the nurse to consult posted work schedules. The Employer will endeavour to provide as much advance notice as is practical of a change in the posted schedules. Changes to the posted work schedules shall be brought to the attention of the nurse.

16.09 (a) Where the Home temporarily assigns a Registered Staff Nurse to carry out the assigned responsibility of a higher classification (whether or not such classification is included in the bargaining unit) for a period of one full tour or more, at times when the incumbent in any such classification would otherwise be working, they shall be compensated at the rate payable to the classification in which they are relieving at a level which recognizes their experience for each completed tour from the date of such assignment. Compensation for such temporary assignments shall not be less than an increase in salary which is the equivalent of one step in the salary range of their own classification (provided that it does not exceed the salary range of the classification to which they have been promoted). The Home agrees that it will not make work assignments which will violate the purpose and intent of this provision.

(b) Nurse-in-Charge

Effective date of ratification, a nurse in charge will receive a responsibility allowance of four dollars (\$4.00) per hour in addition to their applicable shift premium under Article 16.07.

16.10 Cancellation of Part-time Nurses

Whenever the Employer wishes to change the work schedule of a part-time nurse, the Administrator or their designate, shall give notice of the change at least forty-eight (48) hours in advance of the scheduled reporting time of the nurse. In the event of failure to comply with this provision, the nurse shall receive seven and one half (7½) hours' pay. This shall not apply in cases where a change of schedule is necessary because of emergency, sickness, accident, bereavement leave, resignation or other authorized leaves of absence. Changes to the posted work schedule will be brought to the attention of the nurse personally by the Director of Nurses.

16.11 Nurses who work outside their regularly scheduled tour, shall after two (2) hours, receive a one-half (½) hour paid rest period and shall be provided with a hot meal or six dollars (\$6.00) in lieu of a meal.

16.12 Effective date of ratification, a nurse shall be paid a weekend premium of three dollars and fourteen cents (\$3.14) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the local parties may agree upon.

16.13 Where a nurse has worked and accumulated approved overtime hours, such nurse shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate, (i.e., where the applicable rate is time and one half then time off shall be at time and one half) and shall be used at a mutually agreeable time within three (3) months of the occurrence.

ARTICLE 17 - STATUTORY HOLIDAYS

17.01 (a) The Employer shall recognize the following statutory holidays:

New Year's Day	Civic Holiday
Family Day (third Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	

A nurse shall be entitled to four (4) floating holidays per year. These floating holidays shall be taken at a time which is mutually agreeable between the employer and the nurse.

The Employer agrees that a nurse who is sick and cannot report to work will, upon their request, be permitted to use an unused floater for their day of absence.

- (b) A casual nurse shall be granted Statutory Holidays in accordance with the provisions of the Employment Standards Act, RSO 1980 as amended.
- 17.02 In order to qualify for pay for a holiday, a nurse shall complete their full scheduled tour immediately preceding and following the holiday, unless absent due to personal illness or injury which commenced within a month of the date of the holiday, vacation granted by the Employer, or unless otherwise excused by the Employer.
- 17.03 Holiday pay will be computed on by basis of the nurse's regular straight time hourly rate of pay times the number of hours for their normal daily tour.
- 17.04 Subject to 17.02:
- (a) Where a holiday falls during a nurse's scheduled vacation period, their vacation shall be extended by one (1) day unless the nurse and the Hospital agree to schedule a different day off with pay.
 - (b) Where a holiday falls on a nurse's scheduled day off, an additional day off with pay will be scheduled.
- 17.05 A nurse required to work on any of the foregoing holidays shall be paid at the rate of time and one-half their regular straight time rate of pay for all hours worked on such holiday subject to Article 16.03. In addition, they will receive a lieu day off with pay in the amount of their regular straight time hourly rate of pay times the number of hours in their normal daily tour or be paid at their option the pay set out in this sentence without the day off.
- 17.06 The Home shall grant lieu days off at a time mutually agreed upon between the nurse and their supervisor. A nurse may only accumulate up to seven (7) lieu days off at any one time.

ARTICLE 18 - VACATIONS

- 18.01 Effective date of ratification, all full-time nurses shall receive vacation with pay based on length of full-time continuous service as follows:
- (a) nurses who have completed less than one year of continuous service as of June 30th, shall be entitled to vacation on the basis of 1.25 days for each completed month of service with pay in the amount of 6% of gross earnings.
 - (b) nurses who have completed one or more years of full-time continuous service, but less than three years of continuous service as of June 30th, shall be entitled to three weeks vacation with pay.

- (c) nurses who have completed three years or more of full-time continuous service, shall be entitled to an annual vacation of four weeks with pay.
- (d) nurses who have completed eleven (11) years or more of full-time continuous service, shall be entitled to an annual vacation of five weeks with pay.
- (e) nurses who have completed twenty (20) years or more of full-time continuous service, shall be entitled to an annual vacation of six weeks with pay.
- (f) nurses who have completed twenty-five (25) years or more of full-time continuous service, shall be entitled to an annual vacation of seven (7) weeks with pay.

18.02 A nurse who leaves the employ for any reason shall be entitled to receive any unpaid vacation pay which is accrued to them from the date of their separation, it being understood and agreed that the nurse will provide at least two weeks' notice of termination.

- 18.03
- (a) Where a nurse's scheduled vacation is interrupted by a serious illness requiring a medical note, the period of such illness shall be considered sick leave.
 - (b) Where a nurse's scheduled vacation is interrupted by serious illness requiring hospitalization, the period of such illness shall be considered sick leave.
 - (c) Where a nurse's scheduled vacation is interrupted due to a bereavement, or jury and witness duty, the nurse shall be entitled to bereavement leave in accordance with Article 13.03 or jury and witness duty leave under Article 13.05.
 - (d) The portion of the employee's vacation which is deemed to be bereavement leave or jury and witness duty under the above provisions will not be counted against the employee's vacation credits.

18.04 Effective date of ratification, all part-time nurses shall be entitled to vacation pay based on the applicable percentage provided in accordance with the vacation entitlement for full-time nurses, their gross earnings in the preceding year on the following basis:

up to three years	- 6%	- 3 week entitlement
after three years	- 8%	- 4 week entitlement
after eleven years	- 10%	- 5 week entitlement
after twenty years	- 12%	- 6 week entitlement
after twenty-five years	- 14%	- 7 week entitlement

Equivalent years of service calculated pursuant to the provisions of Article 18.05 shall be used to determine vacation entitlement.

- 18.05 For the purposes of vacation entitlement, service for those nurses whose status is changed from part-time to full-time, shall mean the combined services of part-time and full-time nurses employed and accumulated on a continuous basis. For the purposes of this Article, 1500 hours of part-time service shall equal one year of full-time service.
- 18.06 (a) Vacations may be taken at any time of the year and the Employer will grant vacation requests where reasonably possible.
- During prime time from June 15 to September 15, the maximum consecutive vacation weeks that shall be taken is three (3) weeks.
- (b) Nurses will submit vacation requests by April 1st and the approved vacation schedule will be posted by May 15th.
- (c) In scheduling vacation requests, preference will be given to employees in accordance with their seniority provided the employee exercises this right by the date established in (a) above, after which time request in the request book will be scheduled on a first come, first serve basis. In the event of conflict, seniority shall prevail.
- (d) In the event of a conflict between full-time nurses and part-time nurses, seniority shall be calculated in accordance with Article 18.05.
- (e) Full Time employees shall be permitted to carry over 37.5 hours with the ability to carry over up to 75 hours of unused vacation time into the next calendar year only, if approved by the Director which will not be unreasonably denied and must be used within the next calendar year. If carryover vacation remains unused in the calendar year, then it will be paid out. Surplus vacation payouts will be done in accordance with the Corporation payout schedule.
- 18.07 Vacation pay calculated on current earnings will be paid to each nurse on the pay date immediately preceding their vacation if requested. Such a request must be made in writing at least two weeks before the day date in question.
- 18.08 It is understood and agreed that the Employer will grant to part-time nurses, in accordance with their seniority, preference in selecting personal annual leave of absence without pay, in lieu of vacation periods.
- 18.09 A vacation request, which has been submitted by the nurse and then approved by the employer, may not be cancelled by the employer without the consent of the nurse.

ARTICLE 19 - WELFARE BENEFITS

- 19.01 The Employer agrees to contribute for each full-time nurse, unless the nurse is otherwise exempted, to the following benefit plans:
- i) 100% of the premium for Ontario Health Insurance Plan
 - ii) 100% of the premium for Great West Life Semi-Private Hospital Care Plan presently in existence at the Home.
 - iii) 100% of the premium for the Great West Life Comprehensive Extended Health Care Plan which includes hearing coverage presently in existence at the Home. Effective date of ratification, the Employer will provide up to four hundred and fifty dollars (\$450.00) per two calendar years, for each employee and each employee's dependents, upon submission of proof of payment of or repair of corrective eye wear including the ability to use for laser surgery. Also includes prescription sunglasses and prescription safety glasses for employees only. The Employer will provide up to one hundred and fifty dollars (\$150.00) per 2 calendar years for eye exam.
 - iv) 90% contribution of the current ODA fee schedule for the Great West Life Dental Plan.
 - v) 100% of the premium for a long term and short term disability plan which will be administered in accordance with a master policy. The plan shall provide the level of benefits described in Appendix C.
- 19.02 The Employer shall continue to pay the premiums for Benefit Plans as outlined in Article 19.01 and 20 for full-time nurses on Paid Leaves of Absence or Workers' Compensation or pursuant to Article 12.04. In addition, the employer shall continue to pay the premiums for nurses on pregnancy and/or parental leave as required by the provisions of the Employment Standards Act. Nurses who are on layoff may continue to participate in Benefit Plans, at their request, provided they make arrangements for payment.
- Increase Psychotherapy coverage to unlimited coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW).
- 19.03 (a) The Employer shall provide each full-time nurse and the Association with those information booklets available from the carriers outlining the details of the Benefit Plans provided for in Articles 19.01, 20.01, and 20.02.
- (b) The Employer may substitute another carrier for any plan (other than O.H.I.P.) provided that the benefits conferred thereby are not decreased. The Employer shall discuss with the Association any

change in the carrier or underwriter for any plan at least sixty (60) days before implementing such plan.

19.04 Group Life Insurance and Accidental Death and Dismemberment Plan

For full-time nurses the Employer agrees to contribute one hundred percent (100%) of the employee premium cost for the Group Life Insurance and Accidental Death and Dismemberment Plan. Both life insurance and accidental death and dismemberment coverage are at two (2) times the annual basic earnings rounded to the next higher \$1,000 to a maximum of \$500,000.

19.05 The Corporation will continue to pay its share of all premiums of benefit as per the Collective Agreement to employees who retire on an early OMERS pension, between the ages of 55 and 65. Life Insurance will be set in the amount of \$10,000.

Payment will be from the date of retirement to age 65. It is understood that should a former employee or their spouse become employed by any one from whom they are entitled to receive a benefit plan as a part of their employment package, they will automatically forfeit any right to enrolment in the Corporation of the Town of Kirkland Lake Benefit Plans.

The retired employee must have a minimum of ten (10) years' continuous employment with the Corporation at the time of their retirement. Benefit coverage terminates in the event of the death of the retired employee where death precedes the employee's 65th birthday.

19.06 Benefits Age 65 and Older

(a) The Home will provide to all full-time employees who reach age 57 and retire and have not yet reached age 65 and who are in receipt of the Home's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees as long as the retiree pay the Employer their share of the monthly premiums, in advance. The Home will contribute fifty percent (50%) of the billed premiums of these benefit plans.

(b) The benefits plan shall provide for the continuation at age 65 of the hospital care, extended health, dental, vision, one-time life benefit and out of country coverage for active full-time employees until age 70 or until retirement, whichever occurs first, on the same cost sharing basis as applies up to the age of 65.

ARTICLE 20 - PENSION PLANS

20.01 The Pension Plan established under the Canada Pension Plan Act and the Ontario Municipal Employees Retirement System Act shall be adopted by the Association and the Employer.

ARTICLE 21 - BULLETIN BOARDS

- 21.01 The Employer shall provide bulletin boards for the use of the Association. The Association agrees that the use of the Bulletin Boards shall be restricted to the posting thereon only such notices that have been signed by the President or other authorized officers of the Association. The Association undertakes to keep the Bulletin Boards in a tidy condition by removing all outdated notices as quickly as possible. Copies of postings shall be provided to the Administrator.

In view of this method for the notification of nurses by the Association, the Association agrees that there will be no distribution or postings of pamphlets or handbills on the premises of the Residence by the Association or its representatives or members.

ARTICLE 22 - NEW CLASSIFICATIONS

- 22.01 When a new classification, which is covered by the terms of this Collective Agreement, is established by the Employer, the Employer shall determine the rate of pay for the new classification and notify the Local Association of the new classification and its rate of pay. If the Association challenges the rate of pay, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request shall be made within ten (10) calendar days after receipt of such notice from the Employer, of the new occupational classification and rate. Any change mutually agreed upon resulting from such meeting shall be retroactive to the date that the position was filled.

If the parties are unable to agree to the rate of pay, the matter may then be submitted to arbitration as provided for in this Agreement, provided application for arbitration is made within fifteen (15) calendar days of the said meeting. The decision of the Board of Arbitration (or Arbitrator, as the case may be) shall be based on the relationship established by comparison with other nursing classifications within the Home, having regard to the requirements of such classification.

ARTICLE 23 – GENERAL

- 23.01 A copy of this Agreement will be provided to each nurse currently in the employ of the Employer and each Nurse that becomes employed in the future. The printing costs of copies of this Agreement will be shared equally by the Employer and the Association.
- 23.02 Whenever the feminine pronoun is used in this Agreement, it shall be read to include masculine pronoun where the content so requires. And whenever the singular pronoun is used, if it is necessary, the plural shall be deemed to apply.

- 23.03 It shall be the duty of each nurse to notify the Home promptly of any change in address or any change in temporary residency. If a nurse fails to do this, the Home will not be responsible for failure of a notice sent by Registered Mail to reach such a nurse.
- 23.04 With any changes in rules or policies which affect nurses covered by this agreement, the Home will discuss the changes with the Home-Association Committee.
- 23.05 Electronic Grievance and/or IWA Form
- (a) The parties agree to use the electronic version of the ONA Grievance Form or Professional Responsibility Workload Report form.
 - (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 8 and/or 9 of the Agreement.
 - (c) The Union undertakes to get a copy of the electronic version signed by the grievor and/or member.
 - (d) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration; and Professional Responsibility Workload proceed to mediation or Independent Assessment committee hearing.

ARTICLE 24 – COMPENSATION

- 24.01 The salary rates in effect during the term of this Agreement shall be those set forth in Appendix A - Full-time, and Appendix B - Part-time, attached to and forming part of this Agreement.
- 24.02 A Registered Nurse is required to present to the Director of Nursing or their designee before February 15th of each year their current Certificate of Registration. Such time shall be extended for reasons satisfactory to the Director of Nursing.
- 24.03
- (a) Claims for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring. The nurse shall co-operate with the Employer for providing verification of previous experience. Credit for experience shall be one annual increment for every year or its equivalent experience up to a maximum of the salary scale.
 - (b) Within two (2) weeks following a nurse's termination of employment, the Employer will provide them with a letter detailing their years of experience in the employment agency. In the case of part-time employees, such experience shall be expressed as hours worked.

- 24.04 (a) Each full-time nurse will be advanced from their present level to the next level set out in the Salary Schedule, twelve (12) months after they were last advanced on their service review date. If a nurse's absence without pay from the Home's exceeds thirty (30) continuous calendar days during each twelve (12) month period, their service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.
- (b) Part-time nurses shall advance to the next step of the salary grid upon completion of each 1500 paid hours.
- (c) A part-time nurse whose status is altered to full-time will assume their same level on the full-time grid. A full-time nurse whose status is altered to part-time will assume their same level on the part-time grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of their last advancement.
- 24.06 The employer will pay to the employees upon proof of purchase a uniform allowance of up to one hundred and thirty dollars (\$130.00).

ARTICLE 25 – RETROACTIVITY

- 25.01 Increases to the Salary Schedule shall be retroactive and paid as and from April 1, 2020 and shall apply to all employees in the Bargaining Unit as and from that date.

Any employees as of that date who have since ceased to be employees, shall have a period of thirty days only from the execution of the Collective Agreement in which to claim from the Employer any adjustments to their remuneration from the date of their employment.

The Employer shall be responsible to contact in writing at the last known address of the employee who has left its employ since that time, to advise them of their entitlement of any retroactive adjustment within fifteen days of the execution of this Collective Agreement.

ARTICLE 26 - TERM OF AGREEMENT

- 26.01 This agreement shall be effective from April 1, 2023, and shall remain in effect until March 31, 2025, unless either party gives to the other party a written notice of termination of a desire to amend this agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.
- 26.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given by written notice to the other party not less than thirty (30) calendar days and not more than ninety

(90) calendar days prior to the expiration date of this agreement or to any anniversary of such expiration date.

- 26.03 If notice or amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within sixty (60) days after the giving of notice if requested to do so.

ARTICLE 27 - EXTENDED TOURS

- 27.01 No more than three (3) consecutive extended tours shall be scheduled.
- 27.02 At least eleven and a quarter (11.25) hours time off will be scheduled between shifts.
- 27.03 A weekend is defined as a minimum of seventy-two (72) hours off, which shall commence at the end of the Friday Day Tour.
- 27.04 The Home will not schedule split shifts.
- 27.05 A nurse may not be required to change tours of duty more than once during a week.
- 27.06 Such schedules will be posted at least two (2) weeks in advance and will cover a period of six (6) weeks. A nurse may be permitted to exchange their scheduled tours of duty with another nurse, who is scheduled to work in that unit, provided the arrangement is submitted in writing, is co-signed by the nurse willing to exchange tours, and is approved by the immediate supervisor concerned. Such approval shall not be unreasonably withheld. It is agreed that such a change will in no circumstances cause an additional compensation expense to the Employer.
- 27.07 Either party may terminate extended tours, on six (6) weeks notice to the other party, provided that the reasons for termination of extended tours are discussed with the other party prior to termination. Should one of the parties be opposed to the termination of extended tours, it may complain in writing to an independent Assessment Committee within fifteen (15) calendar days of the time that it becomes aware of the proposed termination of extended tours and it is advised of the reasons for the proposed termination. The independent Assessment Committee shall be composed of three (3) persons, one chosen by the Association, one chosen by the Employer. The two (2) nominees shall select a third party who shall act as Chairperson.
The independent Assessment Committee shall set a date to conduct a hearing into the complaint within fifteen (15) calendar days of its appointment and shall be empowered to investigate and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings in writing to the parties within thirty (30) days following the completion of its hearing.

Each party shall bear the cost of its own nominee and will share equally in the fee of the chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibility as set out herein.

- 27.08 A tour that begins or ends during the twenty-four (24) hour period of a paid holiday, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- 27.09 Vacation entitlement, as per the Collective Agreement, shall be reduced to hours:
- 3 weeks entitlement = 112.5 hours
4 weeks entitlement = 150.0 hours
5 weeks entitlement = 187.5 hours
6 weeks entitlement = 225 hours
- 27.10 Where a nurse is entitled to a lieu day for a statutory holiday, such lieu day will be considered a 7.5 hour day.
- 27.11 Sick Leave shall be paid at 11.25 hours.
- 27.12 (a) The normal day extended tour shall be 11.25 consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.
- (b) The normal night extended tour will compromise of a twelve (12) consecutive hours paid, inclusive of a meal break. Premium pay will only apply if a nurse works beyond the hours of the tour.
- (c) The Nurse in Charge premium will be paid for the full twelve (12) hours of a twelve (12) hour night shift, in accordance with Article 16.09(b).ARTICLE 28 - MODIFIED WORK/INJURIES
- 28.01 (a) The Home will notify the President of the Local Nurses Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
- (b) When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Home will notify and meet with a representative of the Association, and/or their designate to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Home agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.

ARTICLE 29 - PAY EQUITY SALARY RATES

The pay equity adjusted salary rates in effect during the term of the Agreement shall be those set forth in Appendix "A" attached to and forming part of this Agreement. The pay equity adjusted monthly wage schedule for a full-time Registered Nurse and the pay equity adjusted regular straight time hourly rates for all regular and casual part-time Registered Nurses at Homes are covered by the Pay Equity Settlement, dated December 1, 1994.

SIGNING PAGE

Dated this _____ day of _____, 2024.

FOR THE EMPLOYER

FOR THE UNION

Paul

Trina Bates

Trina Bates (Mar 10, 2024 18:21 EDT)

Jody Sample

Jody Sample (Mar 14, 2024 07:43 EDT)

Colleen McGill

Colleen McGill (Mar 18, 2024 05:48 EDT)

APPENDIX A**FULL-TIME SALARY SCHEDULE**

REGISTERED NURSE		
	April 1, 2023	April 1, 2024
START	\$37.63	\$38.76
1 YEAR	\$37.79	\$38.92
2 YEARS	\$38.42	\$39.57
3 YEARS	\$40.32	\$41.53
4 YEARS	\$42.24	\$43.51
5 YEARS	\$44.61	\$45.95
6 YEARS	\$47.01	\$48.42
7 YEARS	\$53.47	\$55.07
8 YEARS	\$54.94	\$56.59

ASSISTANT DIRECTOR OF CARE		
	April 1, 2023	April 1, 2024
START	\$40.38	\$41.59
1 YEAR	\$40.62	\$41.84
2 YEARS	\$41.34	\$42.58
3 YEARS	\$43.31	\$44.61
4 YEARS	\$45.37	\$46.73
5 YEARS	\$47.90	\$49.34
6 YEARS	\$50.46	\$51.97
7 YEARS	\$57.44	\$59.16
8 YEARS	\$58.02	\$59.76

Rate of Pay – Graduate Nurses

The rate of pay for a graduate nurse shall be twenty-five (\$.25) per hour less than a registered nurse.

A graduate nurse holds a temporary Certificate of Registration with the College of Nurses of Ontario. When the nurse provides the Employer with a general Certificate of Registration, they will be placed at the equivalent year level on the Registered Nurse pay scale.

APPENDIX B**PART-TIME SALARY SCHEDULE**

REGISTERED NURSE		
	April 1, 2023	April 1, 2024
START	\$42.52	\$43.80
1 YEAR	\$42.70	\$43.98
2 YEARS	\$43.41	\$44.71
3 YEARS	\$45.56	\$46.93
4 YEARS	\$47.73	\$49.17
5 YEARS	\$50.41	\$51.92
6 YEARS	\$53.12	\$54.71
7 YEARS	\$60.42	\$62.23
8 YEARS	\$62.08	\$63.95

The part-time nurse's hourly rates shall be the hourly equivalent of the monthly salary rate for full-time nurses, plus a percentage in lieu of benefits as set out below.

The part-time daily tour rate effective on the date set out in the above schedule, shall be paid in accordance with the following formula:

$$\frac{\text{monthly rate of corresponding full-time increment levels}}{260 \text{ tours}} \times 12 + 13\%$$

A part-time nurse will be paid 13% in addition to their daily tour rate, in lieu of all fringe benefits (being those benefits to a nurse paid in whole or in part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, holiday pay, tour differential, responsibility allowance, court attendance, bereavement pay, examination pay, and reporting pay).

APPENDIX C

WAGE REPLACEMENT - SICK LEAVE, ETC.

FULL-TIME NURSES

The following is the policy pertaining to the Salary Continuance Plan. For purposes of clarity, there are two distinct plans - Weekly Indemnity and Long Term Disability.

Weekly Indemnity Plan

Definition of Illness

Illness is simply described as the period a full-time nurse is prevented from performing their own occupation as a result of a non-occupational sickness or accident.

Cost of the plan will be fully funded by the employer.

Entitlement

Whether the employee is entitled to disability will be dependent on the decision of the insurance carrier.

The insurance carrier provides a disability management services in which they determine entitlement to benefits based on the recommendation of the members healthcare provider.

Elimination Period:

- i) Sickness - Payments to commence on:
 - (a) First day for first occurrence (absence) in calendar year.
 - (b) Second day for second occurrence (absence) in calendar year.
 - (c) Third day for third occurrence (absence) in calendar year.
 - (d) Fourth day for fourth and subsequent occurrence (absence) in a calendar year.
 - ii) Accident - Payments commence on first day.
 - iii) Hospitalization - Payments commence on the earlier of the date of hospitalization or the end of the sickness elimination period as in (i) above.
- Eligibility: Full-time nurse who have successfully completed three (3) months of continuous employment.

Compensation: is provided at a percentage of gross weekly salary depending upon length of service as indicated in the following schedule:

<u>Length of Service</u>	<u>Weeks Paid at 100% of Regular Rate</u>	<u>Weeks Paid at 66 2/3% of Regular Rate</u>
Less than one year at Dec. 31	0	26
1 year at Jan. 1	1	25
2 years at Jan. 1	2	24
3 years at Jan. 1	4	22
4 years at Jan. 1	6	20
5 years at Jan. 1	8	18
6 years at Jan. 1	10	16
7 years at Jan. 1	12	14
8 years at Jan. 1	14	12
9 years at Jan. 1	16	10
10 years at Jan. 1	18	8
11 years at Jan. 1	20	6
12 years at Jan. 1	22	4
17 years at Jan. 1	24	2
20 years and more at Jan. 1	26	0

NOTE: The 26 week benefits will be applicable to each occurrence.

Re-Occurring Illness:

Where an employee returns to work and is absent from work within two weeks of the return to work due to the same or related cause, that absence shall not be deemed to be a new occurrence, nor will there be an extension of the Weekly Indemnity Plan. However, should the medical doctor require the employee to return for periodic medical visits because of the initial illness, these days will not be deemed to be a new occurrence nor extend the Weekly Indemnity Plan.

Reporting Requirement:

In the event the disability exceeds four (4) working days, the employee shall obtain a medical certificate from a qualified Medical Doctor or a Nurse Practitioner, which must be submitted to their immediate supervisor and/or Director. The employee shall also obtain and complete a "Short-Term Disability Income Benefits – Employee's Statement" which can be obtained from the employer. The "Attending Physician's Initial Statement Disability Income Benefits" section will be completed by your doctor who may charge a fee which the employer is responsible for paying.

Within five (5) calendar days of receiving the Short-Term Disability Income Benefits – Employee's Statement, the employee must forward the completed statement to either:

- (a) The Corporation's Benefits Administrator who will in turn forward statement to the Insurance carrier, or

- (b) Insurance carrier – the employee will be responsible to advise the Benefits Administrator of the date the statement was mailed.

Limitations:

- (a) Benefits will not commence while an employee is on lay-off or unauthorized leave of absence.
- (b) Teck Pioneer Residence will reduce benefits payable the equivalent of any benefits received from other sources.
- (c) Payments of benefits will not be made for absences resulting from occupational related sickness or accident.

Administrative Considerations

1. Vacation: The following rules will be applied if an employee is disabled while on vacation:
 1. less than 4 days - classified as vacation
 2. more than 3 days - we will go to the salary continuance provisions including requirements for a medical certificate and the elimination period.
2. Statutory Holiday while on the salary continuance plan - employee will be paid through the TPR payroll at 100%.
3. Leave of absence
 - If on an unauthorized leave of absence – not eligible for benefits
 - If on an authorized leave of absence and the disability extends beyond the leave of absence, the employee can go on the salary continuance plan at the end of the leave of absence.
4. OMERS Contributions

The Employer will make the appropriate deductions from OMERS from the employee for the first month of disability. If the disability extends beyond one month the employee must elect to contribute to OMERS during the elimination period as defined by OMERS.
5. W.S.I.B.

As defined in the plan, occupational related injury or illness is not covered by the salary continuance plan or the long-term disability plan. The Employer will not top-up the W.S.I.B. payment to the employee. The employer will advance the estimated amount of compensation to the

employee for the first two pay periods pending receipt of the W.S.I.B. cheque. Requests for such advances must be submitted within the first week of the first pay period of the occurrence. Prior to the release of any advance from the employer, the employee will be required to sign:

1. an assignment of W.S.I.B. cheques for two pay periods
2. an assignment to the employer in case the W.S.I.B. claim is disallowed

the employee must elect to contribute to OMERS during the elimination period. If the employee does not notify the employer regarding this election, it will be assumed that the employee does not wish to contribute to OMERS.

6. Regular Rate of Pay:

Defined as basic salary as set out in the Registered Nurses pay grid. The regular rate of pay used for the salary continuance and long-term disability plans is that one in effect at the date of disability. An employee is not entitled to any pay increases or retroactive pay increases unless the effective date is prior to the date of disability.

7. The guidelines of the plan will coincide with the start and end of a calendar year.

APPENDIX D**LONG TERM DISABILITY****Eligibility**

Full-time permanent employees are eligible to apply for LTD.

Entitlement

There will be an elimination period of 26 weeks of Short-Term Disability.

The benefit entitlement is 66.7% of the employee's salary to a maximum of \$7,000 monthly.

All income received from other sources will reduce the LTD payments (includes Canada Pension Plan (CPP) and/or Workplace Safety & Insurance Board (WSIB) payments).

Whether the employee is entitled to disability management services in which they determine entitlement to benefits based on the definition of disability authorized by the Corporation and medical information from the employee's doctor(s).

Definition of Disability

During the elimination period and following 24 months, an employee must be totally disabled and prevented from performing their own occupation.

APPENDIX E**NURSING ASSESSMENT COMMITTEE CHAIRPERSONS**

- (1) Dawn Prentice
Graduate Program Director, Concurrent BNMN Program
Brock University, Department of Nursing
1812 Sir Isaac Brock Way
St. Catharines, ON L2S 3A1

- (2) Carol Young-Ritchie
Carol Young-Ritchie Consulting Inc.
1364 Shore Road
London, ON N6K 4Z8

Financial Impact Summary Estimate - ONA Negotiations

Current Agreement

Current Contract Rates (1.75% per year for 3 years)	
Item	Current Year
Salary/Overtime	\$ 982,265.00
Shift Premiums	\$ 39,433.00
Estimated Burden	\$ 357,594.30
Total Cost	\$ 1,339,859.30

Tentative Agreement

Proposed			
Item	Year 1	Year 2	Total Contract
Salary/Overtime	\$ 1,055,934.88	\$ 1,087,612.92	\$ 2,143,547.80
Shift Premiums	\$ 56,330.02	\$ 56,330.02	\$ 112,660.04
Estimated Burden	\$ 389,292.71	\$ 400,380.03	\$ 789,672.74
Total Cost	\$ 1,501,557.61	\$ 1,544,322.97	\$ 3,045,880.58
Incremental Cost	\$ 161,698.31	\$ 204,463.67	\$ 366,161.98
	7.50%	3.00%	10.59%

Negotiations

Current, Requested, Agreed Upon

Base Wages		
	Year 1	Year 2
Current		
Requested	Avg. 15.5%	5%
ONA Compliment	12 employees	
Agreed Upon	7.50%	3%

Tentative Agreement

Agreed Upon

Item	Year 1	Year 2
Proposed	7.5%	3%
Evening/Night Premium	\$ 2.98	
Weekend Premium	\$ 3.14	
Nurse In Charge	\$ 4.00	

Evening/Night Premium			
		Year 1	Year 2
Current	\$ 2.65		
Requested		\$ 4.00	
Agreed Upon		\$ 2.98	
Estimated Hours		6,023	
Annual Impact of Increase		\$ 1,987.60	
Total Annual Cost		\$ 17,948.54	

Weekend Premium			
		Year 1	Year 2
Current	\$ 2.80		
Requested		\$ 4.00	
Agreed Upon		\$ 3.14	
Estimated Hours		3,482	
Annual Impact of Increase		\$ 1,183.88	
Total Annual Cost		\$ 10,933.48	

Nurse In Charge Premium			
		Year 1	Year 2
Current	\$ 2.00		
Requested		\$ 4.00	
Agreed Upon		\$ 4.00	
Estimated Hours		6,862	
Annual Impact of Increase		\$ 13,724.00	
Total Annual Cost		\$ 27,448.00	

REPORT TO COUNCIL

Meeting Date: 14/03/2024	Report Number: 2024-DEV-009
Presented by: Dan Laverdure Jennifer Montreuil	Department: Development & Enterprise Services

REPORT TITLE

Retail Business Holiday Exemption By-Law

RECOMMENDATION

BE IT RESOLVED THAT Report Number 2024-DEV-009 entitled “**Retail Business Holiday Exemption By-Law**” be received;

AND FINALLY THAT a Public Meeting be held on Tuesday, April 16, 2024 at 4:40 PM to allow for local business retailers to provide comments on the proposed retail business holiday exemption by-law.

INTRODUCTION

Subject to an increase in recent inquiries, Administration seeks Council’s direction in the consideration of a Retail Business Holiday Exemption By-Law which permits retail businesses to operate on holidays, as defined under the *Retail Business Holidays Act*, R.S.O. 1990, c. R.30, as amended, by asserting closures under the Act do not apply within the jurisdiction of municipality. Prior to the passage of such a by-law, a public meeting is being recommended to allow a platform for the business community to weigh in on the proposed exemption.

DISCUSSION

Legislation

The earliest version of the [*Retail Business Holidays Act*](#), R.S.O. 1990, c. R.30 (the Act), regulates the opening and closing of retail businesses on certain holidays. It specifies which holidays require retail businesses to be closed or restricts the operating hours.

This legislation aims to balance the interests of employees, consumers, and businesses by designating specific holidays where retail businesses must remain closed or operate with limited hours.

Provincial Requirement for Business Closures on Statutory Holidays

Currently in Ontario, retail business establishments must be closed on the following nine (9) holidays each year:

1. New Year's Day (January 1)
2. Family Day (the third Monday of February)
3. Good Friday (the Friday before Easter Sunday – typically in March or April)
4. Easter Sunday (typically in March or April)
5. Victoria Day (the last Monday before or on May 24)
6. Canada Day (July 1 – if July 1 is a Sunday, the mandatory closure moves to Monday)
7. Labour Day (the first Monday in September)
8. Thanksgiving Day (the second Monday in October)
9. Christmas Day (December 25)

Exemptions

However, these mandatory closures do not apply to municipalities if (and only if) they have enacted a by-law stating that the Act does not apply. The Act currently allows for limited exceptions to the holiday closures, including:

- shops under 2,400 square feet and with three or fewer employees where the only goods available for sale on the holiday are in one or more of the following categories:
 - a) tobacco or articles required for the use of tobacco,
 - b) antiques
 - c) handicrafts
 - d) books
- nurseries / flower shops / gardening centres
- gas stations
- tourist areas, as specified in municipal by-laws
- pharmacies
- sale or offering for sale of liquor, other than liquor sold at a retail store as defined in the *Liquor Licence and Control Act*, 2019.
- tourist establishments
- goods or services sold or offered for sale by retail in the form of or in connection with
 - a) prepared meals
 - b) living accommodation
 - c) laundromats and other coin-operated services
 - d) rentals of vehicles or boats
 - e) servicing and repairing vehicles or boats

Recent Public Inquiry

Most recently, a new local business owner (Attachment 1) reached out to the municipality to inquire on the local rules and regulations surrounding retail business hours during statutory holidays.

Local Misinformation of Jurisdiction

Previously, the municipality has received inquiries, however, other business owners were provided with misinformation that the municipality had “no by-laws” restricting them from being able to conduct business during statutory holidays. That is, in fact, false information.

Currently, unless otherwise exempt under the Act, *“no person carrying on a retail business in a retail business establishment shall,*

(a) sell or offer for sale any goods or services therein by retail; or

(b) admit members of the public thereto, on a holiday.”

However, the municipality finds itself in a situation with past requesting business owners being provided with misinformation and given that certain local businesses may be operating unlawfully at no fault of their own. The municipality’s by-law enforcement program does not currently include enforcement of regulations on statutory holidays.

Ultimately, in the absence of any local by-law noting “non-application” of the Act, the regulations contained in the Act prevail. In fact, the municipality is also responsible to enforce the provincial legislation regardless of if it so chooses to be silent on the issue or create policy(ies) surrounding it.

Current By-Law in Place

In 2003, the municipality had received a request from the Kirkland Lake District Chambers of Commerce requesting that retail business be permitted to conduct business for the Canada Day Holiday (July 1st); as such By-Law 03-23 (Attachment 3) was passed.

Historically, previously established Township of Teck, had several business operations by-laws noting various conditions and restrictions on operation types and their hours. Those By-Laws were amended several times and ranged from a period between 1925 and 1931.

Rationale for an Exemption By-Law

Municipalities that rely on a tourist economy may be more inclined to pass a by-law of this nature. The Town of Kirkland Lake has a diverse tourist economy and would be categorize itself as such.

Administration have prepared a draft by-law (Attachment 2) for Council's consideration, however, in accordance with Section 4(4) of the Act, "*council shall consider a by-law of this nature **only on the application of one or more persons** carrying on retail business in the municipality or on the application of an association, whether or not incorporated, representing persons carrying on retail business in the municipality.*"

Administration identify that by granting local retail businesses the flexibility to operate without restrictions under the Act, may promote financial viability by capitalizing on peak periods of retail, specifically, during a holiday period. Locally, retail stores do experience fluctuating levels of business due to holiday traffic from visiting family members, returning students, and tourists, etc.

From a tourism perspective, allowing for a full exemption may enhance the overall visitor experience. Open businesses cater to the diverse needs of tourists and locals. On a community level, allowing retail establishments to remain open may foster a sense of convenience and satisfaction among residents. Of note, other municipalities have successfully implemented, and some have recently considered such a by-law.

Proposed in Effect Date

Section 4.3 of the Act includes a built-in appeal period noting that the by-law could only take effect on the 13th day after it is passed.

Procedurally, once Council hosts the Public Meeting, and should it enact such an Exemption By-Law, the exemption could take effect as early as May 22, 2024, if the by-law is enacted on May 9, 2024, rendering the decision in place before the Victoria Day statutory holiday.

OTHER ALTERNATIVES CONSIDERED

Option 1 Status Quo:

This is not the recommended option. Certain business owners have been improperly educated on the legal requirements of operating their businesses during statutory holidays. In the very least, proper education on the legislative requirements and penance is required.

OTHER ALTERNATIVES CONSIDERED (CONTINUED)

Option 2 Status Quo with Education & Enforcement:

This too is not a recommended option. This Administration has only recently been made aware of its obligation to perform enforcement duties regarding the *Retail Business Holidays Act*. To support by-law enforcement services during statutory holidays would result in an increase of costs to the municipality as currently there is no weekend and holiday enforcement undertaken and/or provided.

Council must decide whether it wishes to consider a full exemption by-law to afford retail business owners the flexibility to make their own business operating decisions, or, investigate the ramifications of enforcing of the current Act during established statutory holidays.

FINANCIAL CONSIDERATIONS

Not Applicable.

ALIGNMENT TO CORPORATE STRATEGIC PLAN

Priorities:

- ☒ Service Excellence
- ☒ Sustainable Core Services
- ☒ Vibrant & Prosperous Community
- ☒ Current Council's Operational Aims



Actions:

Service Excellence

- Assess points of contact with residents to identify ways to streamline communications, increase stakeholder engagement, demonstrate user-friendliness, and provide optimal service.

Sustainable Core Services

- Provide clear, fair, and consistent regulations and policies governing municipal operations.

ALIGNMENT TO CORPORATE STRATEGIC PLAN

Actions: (continued)

Vibrant & Prosperous Community

- Prioritize the implementation of the economic development and tourism program to improve the local business climate and foster growth.

Council Operational Aim(s):

Service Excellence

Stakeholder Engagement

- Effective channels for two-way communication with stakeholders to understand their interests and concerns.

Sustainable Core Services

Governance

- Clear, fair, and consistent regulations and policies governing municipal operations.
- Timely reports from staff to Council on all significant projects and initiatives.
- Regular communication with residents to explain governance structures, processes, and decisions.

Vibrant & Prosperous Community

Local Business Climate

- Updated regulations that expedite the permitting process without compromising safety or quality standards.

ACCESSIBILITY CONSIDERATIONS

Not Applicable.

CONCLUSION

For Council to consider the viability of establishing an exemption by-law for retail businesses to operate during Statutory Holidays, a public meeting should take place to allow a forum for comments from local retailers to weigh in on the discussion.

Administration is recommending the Exemption By-Law as a means to allow retail businesses to self-determine their hours of operation.

CONSULTATIONS

Town of Kirkland Lake Senior Management Team

Deputy Clerk/Lottery Licencing Officer

Government of Ontario [Website](#)

ATTACHMENTS

Attachment 1 - Recent Retailer Request

Attachment 2 - Proposed Retail Business Holiday Exemption By-Law

Attachment 3 - By-Law 03-23 Allowing Retail Businesses to Open on July 1 (Canada Day)

From: [Dan Laverdure](#)
To: [Jennifer Montreuil](#)
Subject: Fwd: Aly Johnstone, Canadian Tire.
Date: March 26, 2024 9:04:03 AM

As promised.

Dan

Dan Laverdure

Director of Development and Enterprise Services
The Corporation of The Town of Kirkland Lake
P.O. Box 1757, 3 Kirkland St. W.,
Kirkland Lake, ON P2N 3P4
T: 705-567-9361 Ext. 260
C: 705-570-0423
F: 705-567-3535
Dan.Laverdure@tkl.ca
www.kirklandlake.ca

Sent from my Bell Samsung device over Canada's largest network.

From: Alyssa Johnstone <alyssajohnstone33@gmail.com>
Sent: Monday, March 25, 2024 9:26:30 AM
To: Dan Laverdure <dan.laverdure@tkl.ca>
Subject: Aly Johnstone, Canadian Tire.

Hi Dan,

I am reaching out in regards to the potential bylaw-Affecting our businesses from being open on Statutory holidays.

I would request that as a convenience store, repair facility, and sometimes emergency supply store-That Canadian Tire should be allowed to be open during these statutory holidays, to better service and supply the Kirkland Lake Community.

Thank you for the time, looking forward to hearing from you.

Aly Johnstone
Canadian Tire Dealer
Store #0052
Kirkland Lake, On
1-204-371-2091



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cooperation is appreciated. Please note that any email correspondence with elected officials, employees, or agents of the Town of Kirkland Lake may be subject to disclosure under the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

Bylaw 03-23

**Being a By-law to Allow Retail Businesses
to Open on July 1**

WHEREAS the Corporation of the Town of Kirkland Lake, under the *Retail Business Holidays Act*, Chapter R. 30, Section 4 (1), may by by-law permit retail business establishments in the municipality to be open on holidays for the maintenance or development of tourism; and

WHEREAS the Kirkland Lake and District Chamber of Commerce has requested that Retail establishments in the municipality be allowed to remain open on July 1 for the maintenance and development of tourism; and

WHEREAS the population of the Corporation of the Town of Kirkland Lake is below 50,000, the two-kilometer radius restriction does not apply; and

WHEREAS, at least 25% of the retail business establishments in the municipality are directly associated with the tourist attraction or rely on tourists visiting the attraction for business on a holiday.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KIRKLAND LAKE ENACTS AS FOLLOWS:

1. That retail businesses may remain open for business on July 1.

Read a first, second and third time enacted and passed this 1st day of April, 2003.

William (Bill) Enouy, Mayor

Don Studholme, Clerk



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 24-0XX

**BEING A BY-LAW TO PERMIT RETAIL BUSINESS ESTABLISHMENTS TO
OPERATE ON HOLIDAYS FOR THE MAINTENANCE OR DEVELOPMENT OF
TOURISM WITHIN THE GEOGRAPHIC LIMITS OF THE TOWN OF KIRKLAND LAKE**

WHEREAS Section 2 of the *Retail Business Holidays Act*, R.S.O. 1990, c. R.30, as amended, (hereinafter referred to as “the Act”) provides that no person carrying on a retail business in a retail business establishment shall sell or offer for sale any goods or services therein by retail or admit members of the public thereto on a Holiday, as defined under the Act;

AND WHEREAS subject to Subsection 4(4) of the Act, Council received an application from one or more persons carrying on retail business in the Town requesting Council to permit retail business establishments to be open on Holidays;

AND WHEREAS Council of The Corporation of the Town of Kirkland Lake (hereinafter referred to as Kirkland Lake) is authorized to pass a by-law permitting retail business establishments to be open on Holidays for the maintenance and development of tourism pursuant to Section 4 of the Act;

AND WHEREAS Council has determined that there exist within the jurisdiction Kirkland Lake:

- i) natural attractions and outdoor recreational attractions; and
- ii) cultural, multi cultural and educational attractions;

AND WHEREAS Council is satisfied that the tourism criteria as set out in Ontario Regulation 711/91 have been met;

AND WHEREAS Council acknowledges that although Holidays are intended as a day of pause, it has determined it to be in the public interest to permit all retail business establishments to be open on Holidays for the purpose of maintaining and developing tourism within the Township;

AND WHEREAS on _____, and in accordance with the Town’s Notice Policy (By-Law 22-047), a Public Meeting was held to allow for comments and to allow local retail business owners the official forum to make representations in respect of the proposed Retail Business Holiday Exemption By-Law;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF KIRKLAND LAKE HEREBY ENACTS AS FOLLOWS:

1 DEFINITIONS

- i) **THAT** for the purposes of this By-Law,
 - a) **Council** means the Council of The Corporation of the Township of Kirkland Lake;
 - b) **Holiday** shall have the meaning ascribed to it in the Act;
 - c) **Retail Business** shall have the meaning ascribed to it in the Act;
 - d) **Retail Business Establishment** shall have the meaning ascribed to it in the Act; and
 - e) **Town** means the land within the geographic limit of The Corporation of the Town of Kirkland Lake.
- 2 THAT** all Retail Business Establishments within the Town may be open on a Holiday.
- 3 THAT** this By-Law shall be known as the “Retail Business Holiday Exemption By-Law”.
- 4 THAT** should any section, clause or provision of this By-Law be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-Law as a whole or any part thereof, other than the part which was declared to be invalid.
- 5 THAT** this By-Law shall come into full force and effect, subject to an appeal period under Section 4.3 of the Act, on the thirtieth (13th) day after it is passed, being May 22, 2024.
- 6 THAT** By-Law 03-23 and any other inherent municipal by-laws or policies surrounding Retail Business Holidays are hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS ____ DAY OF MAY, 2024.

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk

REPORT TO COUNCIL

Meeting Date: 19/03/2024

Report Number: 2024-CAO-005

Presented by: Alan Smith

Department: Administration (CAO)

REPORT TITLE

2024 Corporate Business Plan

RECOMMENDATION

BE IT RESOLVED THAT Report Number 2024-CAO-005 entitled “**2024 Corporate Business Plan**” be received for information.

INTRODUCTION

The budget is designed to support the projects and initiatives needed to meet the strategic priorities of Council, while successfully balancing short-term and long-term objectives, and effectively communicating with stakeholders. This is done by creating annual departmental plans to form the Corporate Business Plan. By doing so, the Town can maximize the benefits of budgeting and achieve the overall priorities. The Corporate Business Plan (CBP) is based on the Departmental Business Plans (DBPs) and aims to be flexible, adaptable, and continuously improving. Regular reviews and annual updates will maintain its relevance and effectiveness in driving the Town's progress toward achieving Council's priorities.

As such, The Town of Kirkland Lake's Administration is introducing the 2024 comprehensive Corporate Business Plan.

DISCUSSION

At its Regular Meeting held on February 6, 2024, Council resolved as following:

“Moved by: Councillor Rick Owen

Seconded by: Councillor Lad Shaba

BE IT RESOLVED THAT Report Number 2024-CAO-001 entitled “**Proposed Corporate Strategic Plan**” be received;

AND THAT images on pages 7,8 and 11 be replaced at Administration’s Discretion;

DISCUSSION (CONTINUED)

AND THAT Council approve and adopt the Corporate Strategic Plan as amended;

AND FINALLY THAT Council direct Administration to draft an annual Corporate Business

Plan derived from annual Departmental Business Plans moving forward.

CARRIED AS AMENDED”

The Corporate Business Plan plays a crucial role in the overall strategic direction of Kirkland Lake. It is directly derived from the Town’s [2024-2026 Corporate Strategic Plan](#), which serves as a guiding document for the Town's development. Within this framework, the Corporate Business Plan focuses on the key areas that are essential for the sustainable growth and prosperity of Kirkland Lake.

The plan acts as a blueprint, outlining the strategies, initiatives, and actions that the Town aims to achieve within each priority area. By clearly defining these, the plan sets a clear path forward, providing a roadmap for effective decision-making and resource allocation. The CBP also informs the budget which is designed to support the projects and initiatives needed to meet the strategic priorities of Council.

On the other hand, the departmental business plans take a more comprehensive approach by encompassing specific projects and initiatives related to each focus area. These plans serve as detailed guides for individual departments, ensuring that their efforts align with the overall objectives of the Corporate Strategic Plan (CSP). By connecting the dots between broader goals and specific actions, the departmental plans contribute to the Corporate Business Plan (CBP) and the overall success of the Town's strategic vision.

It's important to note that the annual review of these plans represents a milestone in the ongoing process rather than the final destination. This continuous evaluation allows for adjustments and refinements as challenges and opportunities arise. By doing so, the plans remain dynamic and responsive to the evolving needs and circumstances of the community.

Together, the Corporate Business Plan and the Departmental Business Plans form the comprehensive Framework. This framework provides a structured and coordinated approach, ensuring that the Town's resources and efforts are aligned toward achieving organizational success. By adhering to this rigorous planning process, the Town can effectively address the diverse needs of the community while striving for continuous improvement in its performance.

Furthermore, by annual review, the CPB provides a valuable tool for monitoring progress and evaluating the impact of the initiatives outlined in the plan.

DISCUSSION (CONTINUED)

It serves as a key source of information for decision-making, enabling Council and Administration to assess the effectiveness of strategies and make informed choices when developing subsequent plans and budgets.

By following the Corporate Strategic Plan and implementing the Corporate Business Plan, Kirkland Lake adopts a robust and systematic approach to address community needs and enhance its overall performance. Through careful planning, continuous evaluation, and data-driven decision-making, the Town can pave the way for sustainable growth, development, and success.

OTHER ALTERNATIVES CONSIDERED

Not Applicable.

FINANCIAL CONSIDERATIONS

Serves as the primary tool for the budget process across the Corporation, while aligning with the priorities within the Corporate Strategic Plan.

ALIGNMENT TO CORPORATE STRATEGIC PLAN

Priorities:

- ☒ Service Excellence
- ☒ Sustainable Core Services
- ☒ Infrastructure
- ☒ Vibrant & Prosperous Community

Note:

The Corporate Business Plan, through Departmental Business Plans, aims to support not only the actions within each priority area, but also strives to achieve the Actions and Operational Aims of the current Council.

Specific actions and aims will be reflected throughout the CBP and the DBPs.



ACCESSIBILITY CONSIDERATIONS

See each individual Departmental Business Plans for specific accessibility considerations for each project/initiative.

CONCLUSION

The Corporate Business Plan presented for Kirkland Lake provides a strategic roadmap that aligns priorities, resources, and aims toward the sustainable growth and development of our community while remaining considering the financial impact of each initiative. It is essential to emphasize that this Corporate Business Plan is a dynamic document that requires regular review, evaluation, and update, this will be completed through the annual review, and presentation as well as through budget presentations.

The achievements made possible through this plan will pave the way for a vibrant and inclusive community, attracting investment, enhancing the quality of life, and ensuring the well-being of all residents. Together, with dedication and collaboration the Town of Kirkland Lake will continue to achieve Council's vision of being the right environment for you: diverse, thriving, and efficient.

CONSULTATIONS

Town of Kirkland Lake Senior Management Team

ATTACHMENTS

Attachment 1 – Town of Kirkland Lake 2024 Corporate Business Plan

2024 CORPORATE BUSINESS PLAN



KIRKLAND LAKE
THE RIGHT ENVIRONMENT

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Message from the CAO



“It is with great enthusiasm and pride that I present to you the Corporation of The Town of Kirkland Lake’s 2024 Corporate Business Plan, a strategic roadmap that will guide our operations and initiatives moving forward. This plan reflects our commitment to transparent and accountable governance, as well as our dedication to meeting the needs and aspirations of our community.

As the Chief Administrative Officer, my primary responsibility is to ensure the Corporation's operations are managed efficiently and effectively. This includes overseeing the implementation of initiatives and projects that support Council's Corporate Strategic Plan. Through consultation and engagement with our senior management team, we have developed a concise summary that incorporates comprehensive overviews of departmental business plans. This deliberate approach ensures that departmental plans align with Council's strategic priorities, which ultimately culminate in the creation of the Corporate Business Plan.

This Corporate Business Plan also encompasses various areas of municipal operations, including service delivery, financial management, infrastructure development, human resources, and community engagement. It provides a clear roadmap for the implementation of initiatives and projects that will enhance the well-being and prosperity of our community while continuing to be the right environment for you.

I encourage everyone to familiarize themselves with the details of the Corporate Business Plan. It provides valuable insights into our strategic direction and the initiatives that will shape the future of the Town of Kirkland Lake. By aligning our efforts and working together, we can achieve meaningful and sustainable outcomes that benefit us all.” – CAO, Alan Smith





KIRKLAND LAKE

THE RIGHT ENVIRONMENT

OUR VISION



The right environment for you:
diverse, thriving, and efficient.

OUR MISSION



The model of public service
done right

Land Acknowledgment

We acknowledge that the Town of Kirkland Lake is located on the traditional territory of Algonquin peoples including the Beaverhouse First Nation, and unceded territory of other Indigenous peoples. We recognize the presence of the Algonquin, Anishinaabe, Ojibwe, Cree, and Métis people in our community since time immemorial and honour their stewardship and care of these lands. We hereby affirm our continued commitment and responsibility to reconciliation.

Navigating Success: 2024 Corporate Business Plan

The newly developed Corporate Strategic Plan sets the vision and strategic priorities for the Town. From there, the Corporate Business Plan is created by combining all Departmental Plans.

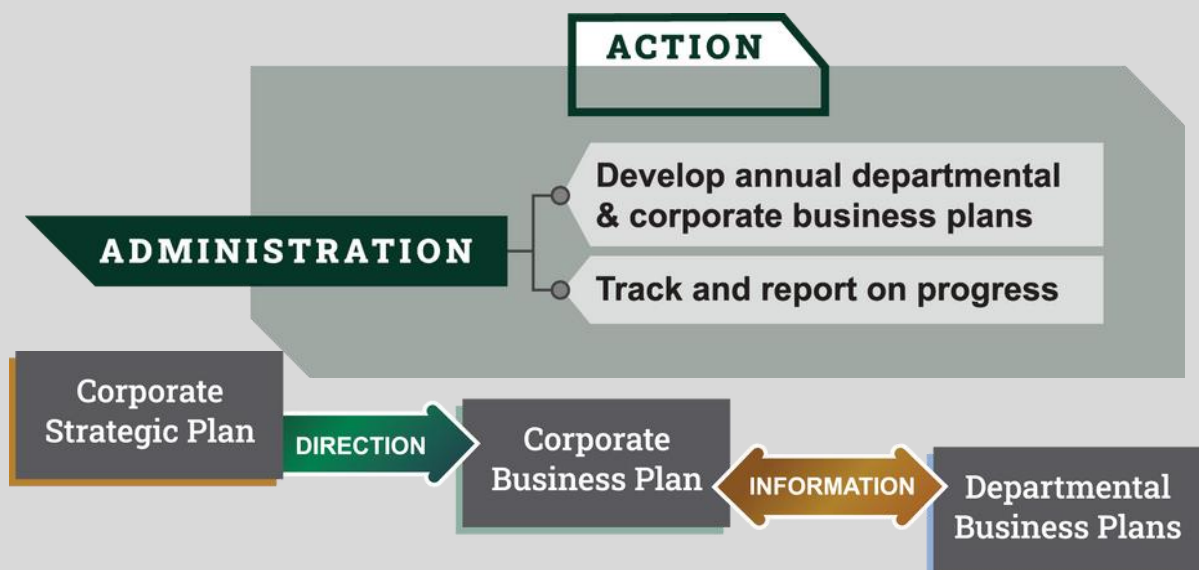
These priorities set the areas for the Town of Kirkland Lake to focus on when developing budgets as well as prioritizing projects and initiatives for both Departmental and Corporate Business Plans.



The Town of Kirkland Lake Corporate Strategic Plan: 2024-2026 and Beyond can be found [here](#)

By integrating the initiatives, actions, and goals of all DBPs, a comprehensive approach is developed. This approach outlines the costs of delivering programs and services and ensures that resource allocations are in line with the strategic priorities of Council.

See the Appendix for individual Departmental Business Plans.



Navigating Success: 2024 Corporate Business Plan

The CBP provides a structured approach to drive organizational success. The utilization of the CBP, along with its annual report will review the progress of each initiative outlined throughout the plan. It serves as a vital source of information for developing subsequent plans and budgets. By adhering to this rigorous process, the Town can effectively address community needs, enhance performance and establish a solid foundation for sustainable growth while fostering trust and confidence in its governance.

The budget is designed to support the projects and initiatives needed to meet the strategic priorities of council, while successfully balancing short-term and long-term objectives, and effectively communicating with stakeholders. This is done by creating annual departmental plans to form the annual Corporate Business Plan. By doing so, the Town can maximize the benefits of budgeting and achieve the overall priorities.



“

our vision to be the right environment for you: diverse, thriving, and efficient”

”

SUPPORTING INITIATIVES & PROJECTS OF SERVICE EXCELLENCE



Service excellence is not just about delivering satisfactory service, it is about caring for the people surrounding the service. Service excellence means letting our residents know that they are valued and understood. It also means ensuring our employees feel supported, valued, and capable in their position to provide the quality of service aspired to by the Corporation. Our mission is succinct but powerful: “the model of public service done right”.

SUPPORTING INITIATIVES AND PROJECTS

● **ADMINISTRATION**

ADMINISTRATION(OFFICE OF THE CAO):

- Complete Corporate Business Plan, and ensure completion of Departmental Business Plans
- Conduct organizational review and adjust where necessary
- Enhance Employee Wellness and Recognition
- Develop Corporate Training Program
- Employee Engagement Strategy
- Research and Implement a Compressed Work Week
- Succession Plan

CLERK’S OFFICE:

- TKL Website Updates
- Meeting Management Portal Launch
- Municipal Elections Preparatory Work

● **CORPORATE SERVICES**

HUMAN RESOURCES:

- Employee Training Plan
- Job Description Updates
- Health and Safety Policies Review
- Succession Planning
- Streamline Onboarding and Offboarding

SUPPORTING INITIATIVES & PROJECTS OF SERVICE EXCELLENCE



CORPORATE SERVICES

INFORMATION TECHNOLOGY:

- New Town Hall Back Up Generator
- Telephone System Assessment
- Improve Network Efficiency & Security

PROCUREMENT:

- Group Buying Best Practice
- Modernization of Formal Procurement Processes

TREASURY:

- Pre-Authorized Payments (PAP)
- Digital Records
- Asset Management database
- Explore Fleet Management Options



SUPPORTING INITIATIVES & PROJECTS OF SERVICE EXCELLENCE



● **COMMUNITY SERVICES**

CEMETERY:

- Completion of new cremation garden
- Continue to focus on delivering high-level, compassionate service throughout the process

RECREATION:

- Improve digital services for recreation users and administration for dynamic reports and analysis of data
- Complete training of replacement Director and complete transfer of information to CAO and HR Manager for pertinent projects
- Complete a comprehensive review of waivers and use agreements

● **DEVELOPMENT & ENTERPRISE SERVICES**

BUILDING:

- Public Education
- Cloudpermit Promotion

● **PUBLIC WORKS**

ENVIRONMENTAL SERVICES:

- Hazardous Waste Collection

ROADS:

- Equipment purchases to enhance service delivery

SUPPORTING INITIATIVES & PROJECTS OF SERVICE EXCELLENCE



● TECK PIONEER RESIDENCE

- Achieve minimum 4 hours of care/resident/day as set by Ministry of Health and Long Term Care
- Implement RNAO Clinical Pathways and Pointclickcare skin and wound modules

● FIRE & EMERGENCY SERVICES

MAINTENANCE:

- Records Maintenance
- Ensuring damaged vehicle/equipment is repaired/replaced

ADMINISTRATION:

- Updating Site Files
- Records Retention
- Alert ready notification system



SUPPORTING INITIATIVES & PROJECTS OF

SUSTAINABLE CORE SERVICES



Sustainable core services are the bedrock of a municipality, providing essential functions and infrastructure that support the daily lives of our residents. Ensuring their sustainability guarantees ongoing quality of life and forms the foundation for long-term growth and development.

SUPPORTING INITIATIVES AND PROJECTS

ADMINISTRATION

ADMINISTRATION(OFFICE OF THE CAO):

- Review of non-core services
- Develop Library MOU
- Quarterly reporting of KPIs
- Year In Review/Annual Update

CLERK'S OFFICE:

- Corporate Records Management Enhancements
- Corporate Policies Review
- Corporate Branding Roll-Out
- Committees of Council Composition Review
- Municipal Elections Preparatory Work

CORPORATE SERVICES

INFORMATION TECHNOLOGY:

- Update current IT policies

COMMUNITY SERVICES

RECREATION:

- Policy and Procedure review and refresh
- Research and compare operations across other municipalities to enhance green recreation options

SUPPORTING INITIATIVES & PROJECTS OF

SUSTAINABLE CORE SERVICES



DEVELOPMENT & ENTERPRISE SERVICES

BY-LAW:

- Develop Strategies for improving Compliance Rates
- Review and update Community Standards
- Create Public Awareness strategies

PLANNING:

- Official Plan Review
- Planning Process Review
- By-Law Review

PUBLIC WORKS

ENVIRONMENTAL SERVICES:

- Food Cycler Phase 2

TECK PIONEER RESIDENCE:

- Annual Policy reviews
- Quality Improvement Plan

FIRE & EMERGENCY SERVICES:

ADMINISTRATION:

- Fire Hall feasibility study
- Live dispatch service



SUPPORTING INITIATIVES & PROJECTS OF INFRASTRUCTURE



Infrastructure, encompassing roads, sidewalks, water, and wastewater systems, forms the backbone of a functional and thriving community. Infrastructure is essential for our health, growth, and prosperity.

SUPPORTING INITIATIVES AND PROJECTS

CORPORATE SERVICES

PROCUREMENT:

- Implement building risk assessment recommendations

COMMUNITY SERVICES

CEMETERY:

- Start the planning for a new Columbarium

FACILITIES:

- Green & Inclusive Fund – HVAC, arena dehumidification, ammonia compressor, domestic hot water heater, and hot water on demand flood water heaters upgrades to the Complex.
- Complete the artifact room at the Community Complex
- Complete upgrade of sound system in arena
- Investigate additional funding opportunities for remediation of old pool area.

SUPPORTING INITIATIVES & PROJECTS OF INFRASTRUCTURE



DEVELOPMENT & ENTERPRISE SERVICES

ECONOMIC DEVELOPMENT & TOURISM:

- Transit Feasibility Study
- Ongoing Funding for Infrastructure

PUBLIC WORKS

AIRPORT:

- New Airport Lighting
- Repair of Runway

ROADS:

- Taylor Avenue Design Full Reconstruction
- Taylor Avenue Reconstruction
- Government Road – Connecting Link

ENVIRONMENTAL SERVICES:

- Premier Area/Development
- Investigate all the dead-end bleeders
- Develop and Implement a Valve Turning Program
- Landfill Attendants Facility
- Upgrades to sewage treatment plant, distribution system, pumping stations etc.



SUPPORTING INITIATIVES & PROJECTS OF

VIBRANT AND PROSPEROUS COMMUNITY



A vibrant and prosperous community has the services and amenities that promote economic development, community well-being, and quality of life for residents.

SUPPORTING INITIATIVES AND PROJECTS

ADMINISTRATION

ADMINISTRATION(OFFICE OF THE CAO):

- Support the Kirkland Lake Tourism Development Corporation

PUBLIC WORKS

ENVIRONMENTAL SERVICES:

- Premier Area/Development

TECK PIONEER RESIDENCE

- Investigate opportunities to enhance continuum of care delivery

DEVELOPMENT & ENTERPRISE SERVICES

BUILDING:

- Property Standards
- Derelict Building

ECONOMIC DEVELOPMENT & TOURISM:

- CHAR Technologies
- Economic Development and Tourism Strategic Plan
- Residential Investment/ Attraction
- Residential Development Feasibility- Water St.
- Delegations for Municipal Conferences
- Tourism Development Corporation

SUPPORTING INITIATIVES & PROJECTS OF

VIBRANT AND PROSPEROUS COMMUNITY



COMMUNITY SERVICES

CULTURE:

- Continuation of programming and activities throughout August 2024
- Transformation of Cultural Services

PARKS:

- Green Space enhancement between Allan Ave and Carter Ave.
- Green Space enhancement through a playground install in Chaput Hughes.
- Light upgrade at Baird Park
- Complete the Hockey Monument installation

RECREATION:

- Continue to focus on delivering service excellence through existing activities and new opportunities
- Develop community partnerships to increase our capacity to host large-scale community-wide events.
- Improve access to services for vulnerable sectors including older adults, people with disabilities, Indigenous peoples, people living on low incomes, and newcomers

SUPPORTING INITIATIVES & PROJECTS OF

VIBRANT AND PROSPEROUS COMMUNITY



FIRE & EMERGENCY SERVICES

TRAINING:

- Enhance training and scheduling for all staff and volunteers

PUBLIC EDUCATION:

- Fire Safety Week
- Fire Safety talks/visits
- Smoke alarm Program

PUBLIC WORKS

ENVIRONMENTAL SERVICES:

- Premier Area/Development

TECK PIONEER RESIDENCE

- Investigate opportunities to enhance continuum of care delivery



APPENDIX

INDIVIDUAL DEPARTMENTAL BUSINESS PLANS

Appendix A - Administration **19**

Administration(OFFICE OF THE CAO), Clerk's Office

Appendix B - Corporate Services **30**

Human Resources, Information Technology, Procurement & Risk Management, Treasury

Appendix C - Community Services **45**

Cemetery, Culture, Recreation, Parks, Facilities

Appendix D - Development & Enterprise Services **61**

Building, By-Law Enforcement, Planning, Economic Development & Tourism

Appendix E - Fire & Emergency Services **73**

Training, Public Education, Administration, Equipment

Appendix F- Teck Pioneer Residence **82**

Appendix G- Public Works **87**

Roads, Environmental Services

ADMINISTRATION

The **Administration Department** manages administrative functions critical to the Town's operations. The Administration portion of the Corporate Services budget includes revenue and expenditures for the CAO, Clerk's Office, and Strategic Initiative and Workplace Performance Coordinator, including corporate costs such as municipal memberships, liability insurance, web presence, and corporate advertising.

Reporting Divisions: Clerk's Office, Strategic Initiatives and Workplace Performance



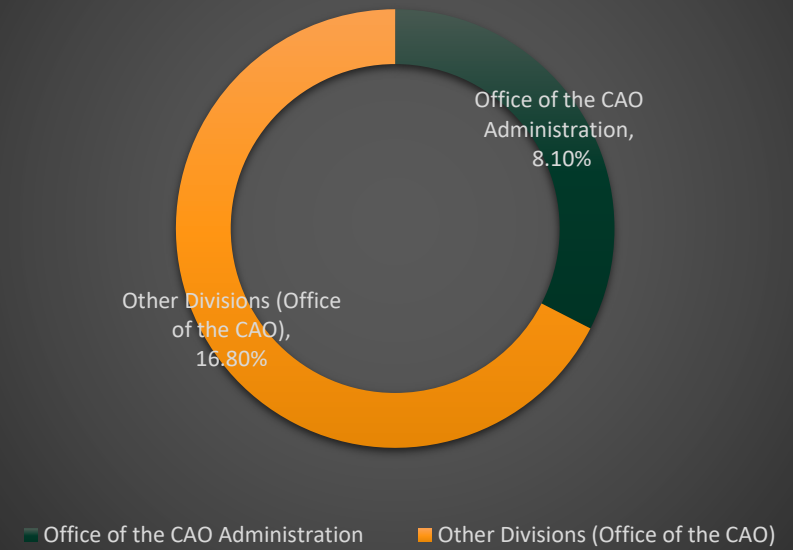
Division: Administration (Office of the CAO)	Under section 229 of the Ontario Municipal Act the Chief Administrative Officer (CAO) is responsible for exercising general control and management of the affairs of the municipality for the purpose of ensuring the efficient and effective operation of the municipality; and performing such other duties as are assigned by the municipality. Within the Office of the CAO, the Strategic Initiatives and Workplace Performance Coordinator provides strategic support, management, research, and delivery of a variety of organizational development and talent initiatives for the Corporation, as well as developing a culture of strategic planning and performance measurement that supports the implementation of the priorities within the Corporate Strategic Plan.
Key Activities:	The CAO is responsible for the overall leadership and management of the municipality and ensures programs and services are delivered efficiently and effectively in accordance with the by-laws, policies and plans approved by Council, to ensure the delivery of quality services and facilities. The CAO also ensures policies and directions of Council are implemented and advises and informs Council on the operation and affairs of the Town. Furthermore, the CAO ensures that programs and services are developed and implemented to meet the ever-changing needs of the community. The CAO is also responsible in delivering a welcoming, courteous, and professional culture of public service excellence to our residents, visitors, and businesses. Activities within the Office of the CAO, also include: leading the development and implementation of corporate strategic planning and organizational performance frameworks to support organizational reporting for established goals and key performance indicators; development and implementation of systematic and coordinated business planning across the organization to increase alignment of service areas and their divisions/departments with the Corporate Strategic Plan; supporting the strategic initiatives of Council undertaken by departments; researching, developing, and implementing programs that ensure we are improving the employee experience and meeting desired outcomes which align with making the Town an employer of choice; improving operating performance through the development of people programs such as succession planning, training, and employee engagement; and collaborating with departments to diagnose issues, align processes, and recommend change/enhancements.

DIVISIONAL BUSINESS PLAN ADMINISTRATION (OFFICE OF THE CAO)

Fiscal Year: 2024



% of Proposed Corporate Services Budget



*It should be noted that these numbers reflect the portion of the Corporate Services Budget that pertains strictly to the Administration within the Office of the CAO and not the overall Corporate Services Budget

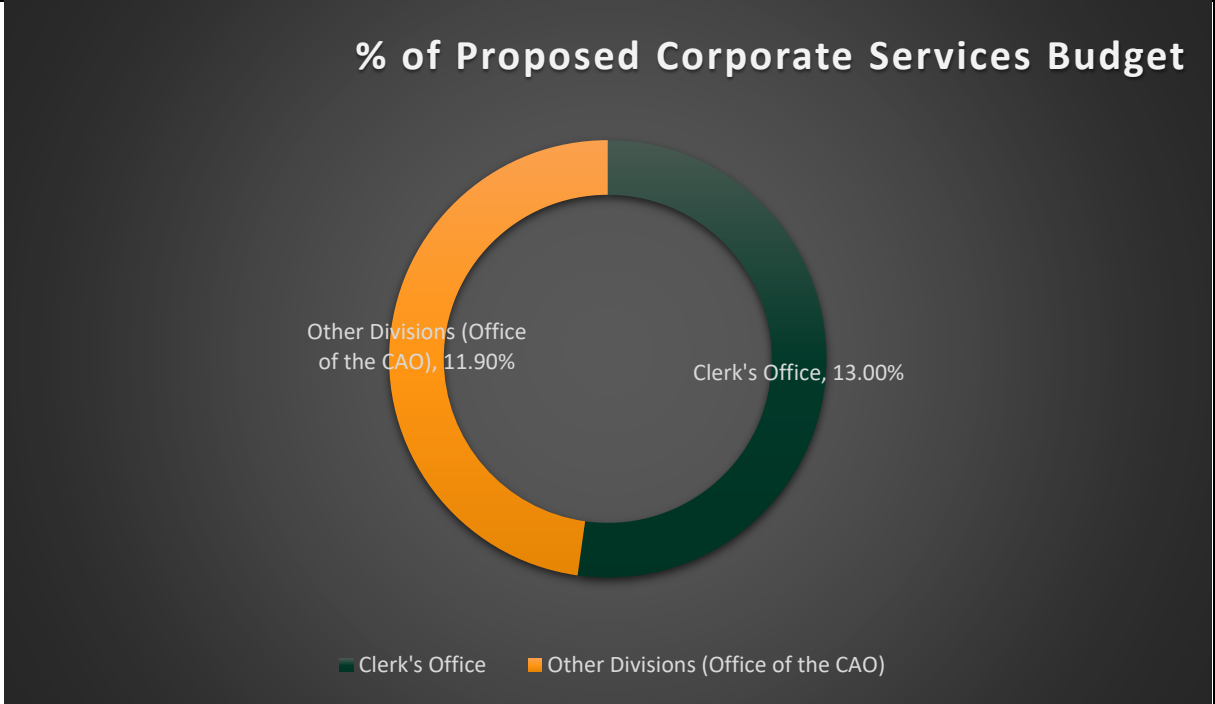
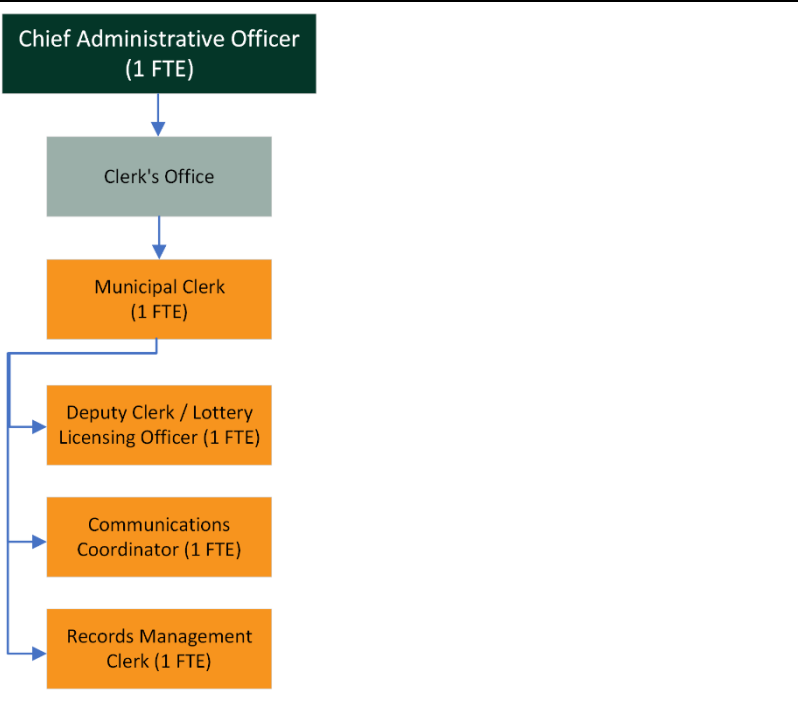
Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Complete Corporate Business Plan, and Ensure Completion of Departmental Business Plans	Service Excellence	Assess points of contact with residents to identify ways to streamline communications, increase stakeholder engagement, demonstrate user-friendliness, and provide optimal service	2024	Y	N/A	
Conduct organizational review and adjust where necessary	Service Excellence	Assess points of contact with residents to identify ways to streamline communications, increase stakeholder engagement, demonstrate user-friendliness, and provide optimal service	2024	Y	N/A	
Review of non-core services	Sustainable Core Services	Prioritize core services and explore alternatives for non-core services which may include divestment or changes to operating models	2024	Y	N/A	Approval from Council may be required to undertake particular actions that could impact budget.
Develop Library MOU	Sustainable Core Services	Prioritize core services and explore alternatives for non-core services which may include divestment or changes to operating models	2024	Y	N/A	

Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
Enhance Employee Wellness and Recognition	Service Excellence	Retain and attract the best talent through a positive work environment and strong collaborative corporate culture, and through the development and implementation of human resources policies and best practices, to support the aim of making the Town of Kirkland Lake an Employer of Choice.	2024	Y	N/A	
Develop Corporate Training Program	Service Excellence	Retain and attract the best talent through a positive work environment and strong collaborative corporate culture, and through the development and implementation of human resources policies and best practices, to support the aim of making the Town of Kirkland Lake an Employer of Choice.	2024	Y	N/A	
Employee Engagement Strategy	Service Excellence	Retain and attract the best talent through a positive work environment and strong collaborative corporate culture, and through the development and implementation of human resources policies and best practices, to support the aim of making the Town of Kirkland Lake an Employer of Choice	2024	Y	N/A	

Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
Support the Kirkland Lake Tourism Development Corporation	Vibrant and Prosperous Community	Prioritize the implementation of the economic development and tourism program to improve the local business climate and foster growth	2024	N	N/A	The Kirkland Lake Tourism Development Corporation will be invoiced to cover the operational costs incurred by having the support of the Strategic Initiatives and Workplace Performance Coordinator.
Research and Implement a Compressed Work Week	Service Excellence	Retain and attract the best talent through a positive work environment and strong collaborative corporate culture, and through the development and implementation of human resources policies and best practices, to support the aim of making the Town of Kirkland Lake an Employer of Choice	2024	Y	N/A	
Quarterly reporting of KPIs	Sustainable Core services	Develop and implement key performance indicators to evaluate the efficiency and effectiveness of service delivery	2024	Y	N/A	
Year In Review/Annual Update	Sustainable Core services	Develop and implement key performance indicators to evaluate the efficiency and effectiveness of service delivery	2024	Y	N/A	

Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
Succession Plan	Service Excellence	Retain and attract the best talent through a positive work environment and strong collaborative corporate culture, and through the development and implementation of human resources policies and best practices, to support the aim of making the Town of Kirkland Lake an Employer of Choice	2025	Y	N/A	

Division:	Reporting to the Chief Administrative Officer, the Clerk’s Office is responsible for the statutory duties of the Municipal Clerk under the Municipal Act including organizing and maintaining records of Council and official documents of the Corporation (appointment as Head of Records); reviewing and signing corporate contracts/agreements and by-laws; recording proceedings of Council meetings and/or overseeing the provision of Council secretariat and administrative support functions; issuing statutory notifications as required under the <i>Municipal Act</i> and <i>Planning Act</i> ; appointed as Head of the Institution for processing requests under the <i>Municipal Freedom of Information and Protection of Privacy Act</i> .
Key Activities:	The Municipal Clerk is responsible for municipal elections; acts as a Commissioner for Taking Affidavits, Oaths, etc.; authorizes the issuance of licenses/permits (marriage & various lottery schemes, burial and parade), manages the Town’s Indigent/Unclaimed Burials Program, Vital Statistics Program, and Civil Marriage Program. The Clerk’s Office also manages the Town’s internal/external Corporate Communications Program, door-to-door (hawker/peddler) licensing, coordinates provincial liquor approvals, manages municipal significant designations requests; manages the Town’s Flag Raising/Half Masting, Proclamations, Certificates and Commemorative Lighting Program. The Municipal Clerk also acts as liaison for the Corporate Accessibility Program; provides legislative assistance to members of the Senior Management Team; coordinates appointments to local Boards/Committees; and provides oversight over public land sales and corporate policies.



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Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations’</i>	
Corporate Records Management Enhancements	Sustainable Core Services	Provide clear, fair, and consistent regulations and policies governing municipal operations.	2028	Y	Built Environment Attitudinal Communication Technological Systemic Standard Operations	
TKL Website Updates	Service Excellence	Assess points of contact with residents to identify ways to streamline communications, increase stakeholder engagement, demonstrate user-friendliness, and provide optimal service.	2025	Y	Communication	
Corporate Policies Review	Sustainable Core Services	Provide clear, fair, and consistent regulations and policies governing municipal operations.	2025	Y	Systemic	
Corporate Branding Roll-Out	Sustainable Core Services	Provide clear, fair, and consistent regulations and policies governing municipal operations.	2025	Y	Communication Systemic	

Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Meeting Management Portal Launch	Service Excellence	Embrace modern technologies that will promote customer service and increase efficiency and access.	2024	Y	Communication	
Committees of Council Composition Review	Sustainable Core Services	Prioritize core services and explore alternatives for non-core services, which may include divestment or changes to operating models.	2025	Y	Standard Operations Systemic	
Municipal Elections Preparatory Work	Sustainable Core Services Service Excellence	Prioritize core services and explore alternatives for non-core services, which may include divestment or changes to operating models. Assess points of contact with residents to identify ways to streamline communications, increase stakeholder engagement, demonstrate user-friendliness, and provide optimal service. Embrace modern technologies that will promote customer service and increase efficiency and access.	2026	Y	Communication Technological Systemic Attitudinal Built Environment Standard Operations	

CORPORATE SERVICES

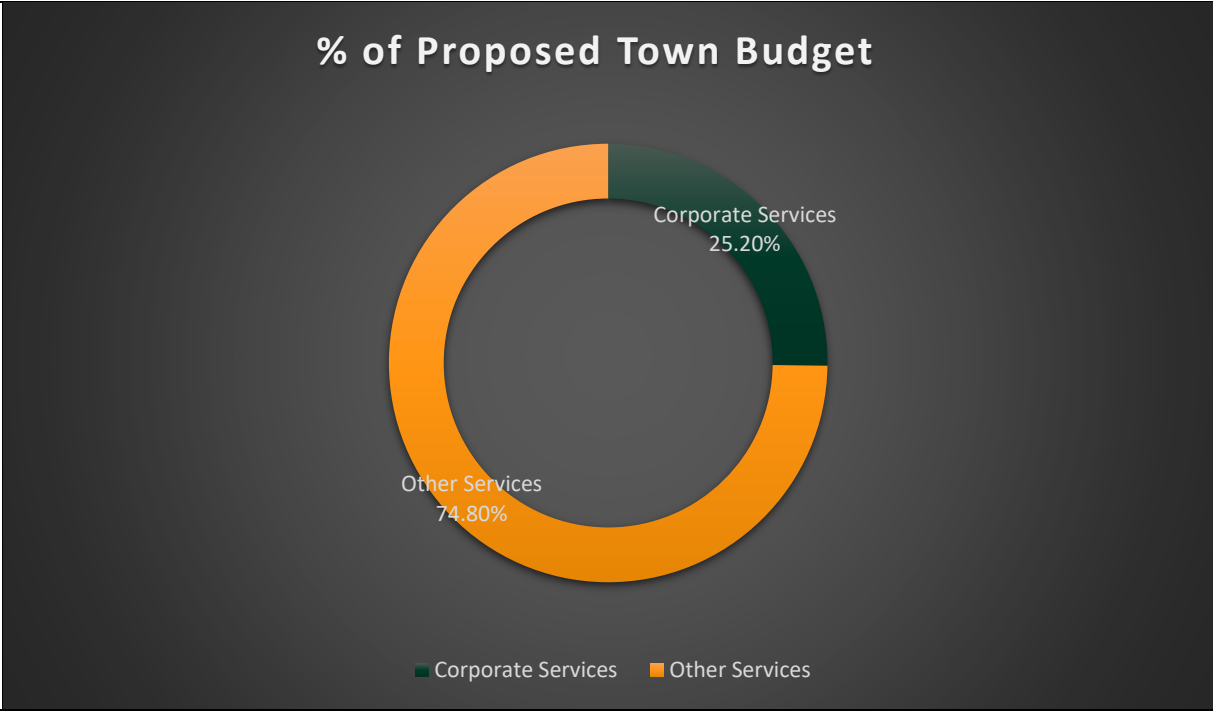
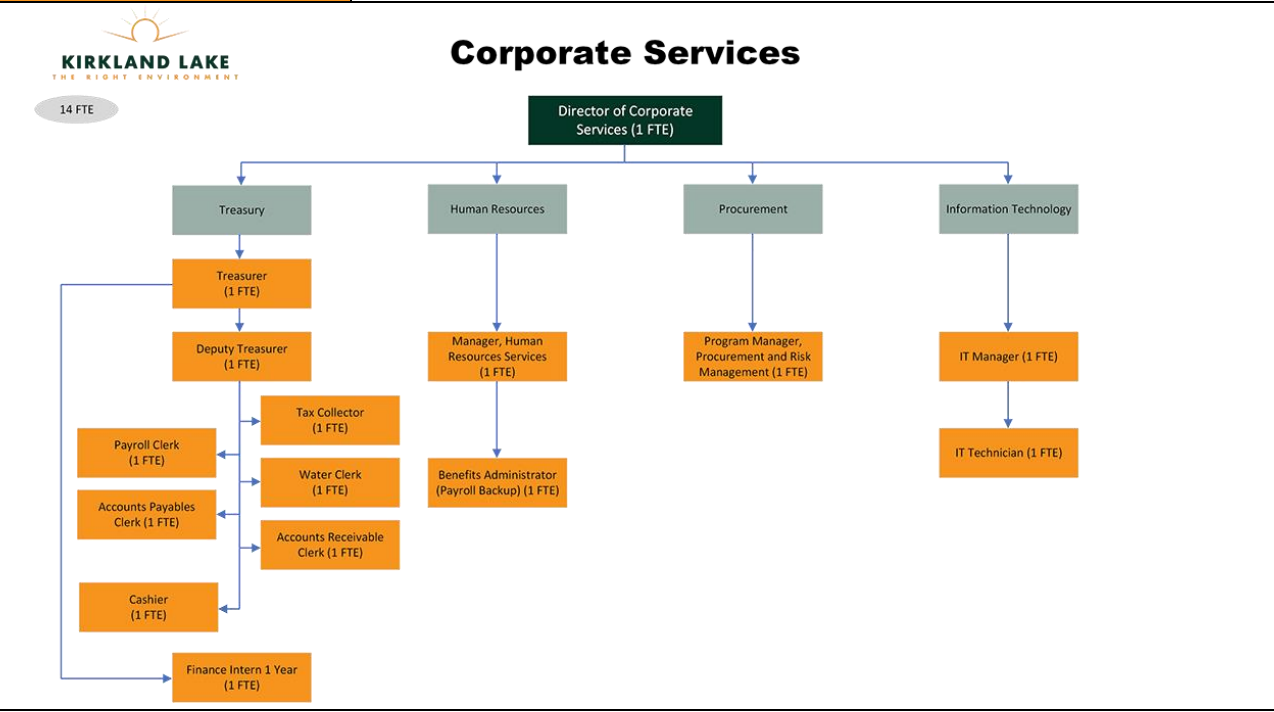
DEPARTMENTAL BUSINESS PLAN

CORPORATE SERVICES DEPARTMENT (CORP)

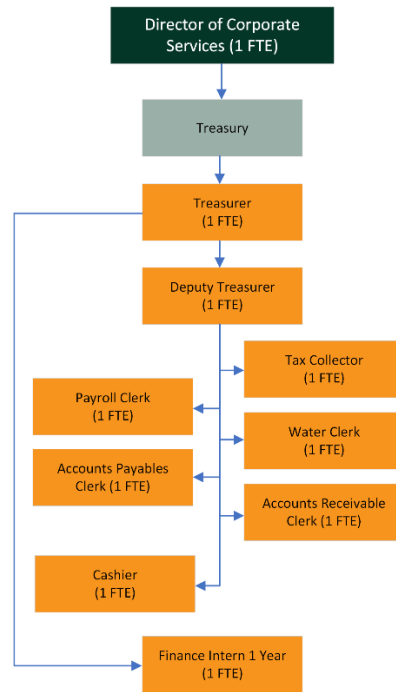
Fiscal Year: 2024

The **Corporate Services Department** manages administrative functions critical to the Town's operations. The Corporate Services budget includes revenue and expenditures for the CAO, Clerk's Office, Human Resources, Treasury, and Information Technology, including corporate costs such as municipal memberships, liability insurance, web presence, and corporate advertising.

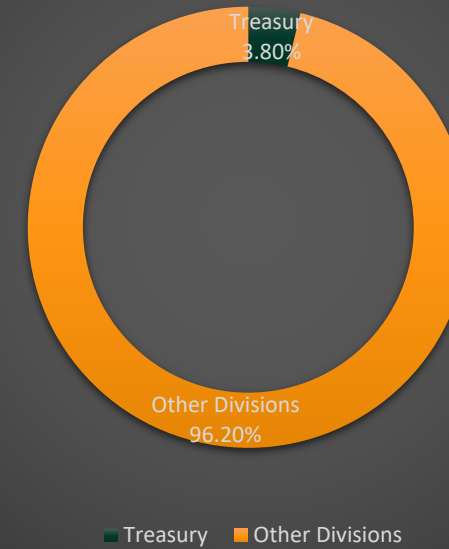
Reporting Divisions: Administration, Clerk's Office, Treasury, Procurement, Human Resources, and Information Technology.



Division:	Reporting to the Director of Corporate Services, the Treasury Department includes Accounts Payable, Accounts Receivable, Taxation, Water/Wastewater and Payroll. The Treasurer is responsible for the statutory duties as mandated in the Municipal Act, 2001, Section 286. The Treasurer will ensure the accuracy and consistency of all matters relating to the Treasury functions and will periodically make presentations to the general public, administrative staff and Council. The Treasurer is responsible for the execution of reserve funds administration, claims administration, cash flow management, investment tracking/reporting, budgets, financial risk management, audit preparation, compliance reporting, financial reconciliations, banking relations, preparation of various internal municipal accounting and reporting activities, and ensuring accounting procedures are followed in accordance with statutory and regulatory requirements.
Key Activities:	The Treasury Department is responsible for the management of the Treasury division according to municipal by-laws, policies and plans established and approved by Council. This will include day-to-day operations of the Treasury Department specifically taxation and revenue, capital and reserve transactions, payroll, accounts payable and receivables, long-term debt, cash, and investments. The Treasurer will develop and maintain effective systems for the billing, collection, receipting and banking of Town revenue, maintain effective systems for the payment of all legitimate accounts due by the Town to others (including salaries and wages). The Treasurer will develop and maintain control and reporting systems to record transactions for the Town’s financial reporting requirements. These financial controls and reporting systems will help satisfy statutory reporting requirements. The Treasurer is often the first contact with government ministries when advice, information or direction is needed on government programs.



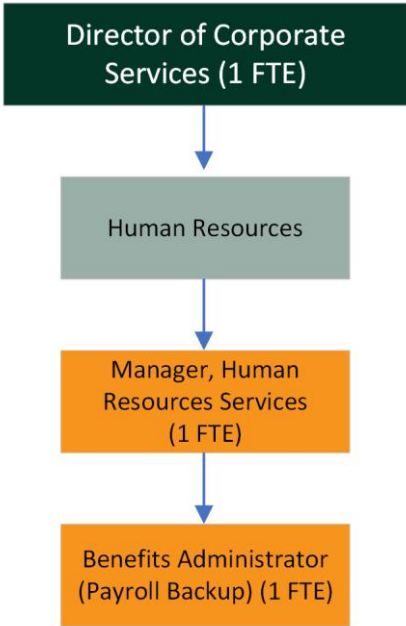
% of Proposed Corporate Services Budget



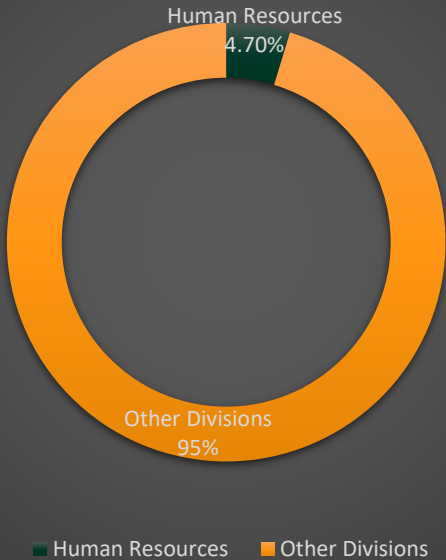
Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'	
Pre-Authorized Payments (PAP)	Service Excellence	Embrace modern technologies that will promote customer service and increase efficiency and access.	2024-2025	Y	Systemic, Technological and Standard Operations.	We will phase in a pre-authorized payments system. We will provide access to PAP to commercial and industrial ratepayers in 2024. Residential ratepayers will have access later in 2025.
Digital Records	Service Excellence	Embrace modern technologies that will promote customer service and increase efficiency and access.	2024-2025	Y	Technological and Standard Operations.	Scan and store invoices. This will facilitate the a more timely and complete system for staff to access financial records. We receive many requests (both internal and external) for these records.

Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'	
Asset Management database	Infrastructure, Service excellence	Prioritize infrastructure projects based on critical needs, aging systems, potential environmental risks, and community. Develop long-term financial plans and budgets to ensure financial sustainability and value of money.	2024 and ongoing	Y	Systemic, Standard Operations and Technological.	The asset management database is a dynamic database that requires constant updates and adjustments. Integration of the database requires a Corporate wide commitment with a significant investment of resources and effort.
Explore Fleet Management Options	Infrastructure, Service excellence	Prioritize infrastructure projects based on critical needs, aging systems, potential environmental risks, and community. Develop long-term financial plans and budgets to ensure financial sustainability and value of money.	2024	Y	Systemic, Standard Operations and Technological.	

Division:	Reporting to the Director of Corporate Services, the Human Resources Department is responsible for the overall planning and management of Human Resources functions including, employee and labour relations, recruitment and selection, compensation and job evaluation, training and development, performance management, and development and administration of policies.
Key Activities:	The Human Resources Department is responsible for the overall planning and management of the Human Resources functions. Key activities include: development & review of policies, processes and programs covering the full range of HRM functions and services, recruitment and retention, compensation and benefits, employee and labour relations, training and development, performance management, health and safety, wellness and ensuring compliance with applicable laws and regulations. Develops labour retention strategies, prepares bargaining proposals, provides leadership and advice through the grievance process, schedules and participates in interviews and reference checks, prepares employment agreements and hiring packages. Also assists with staff performance evaluations and attends Council meetings as required.



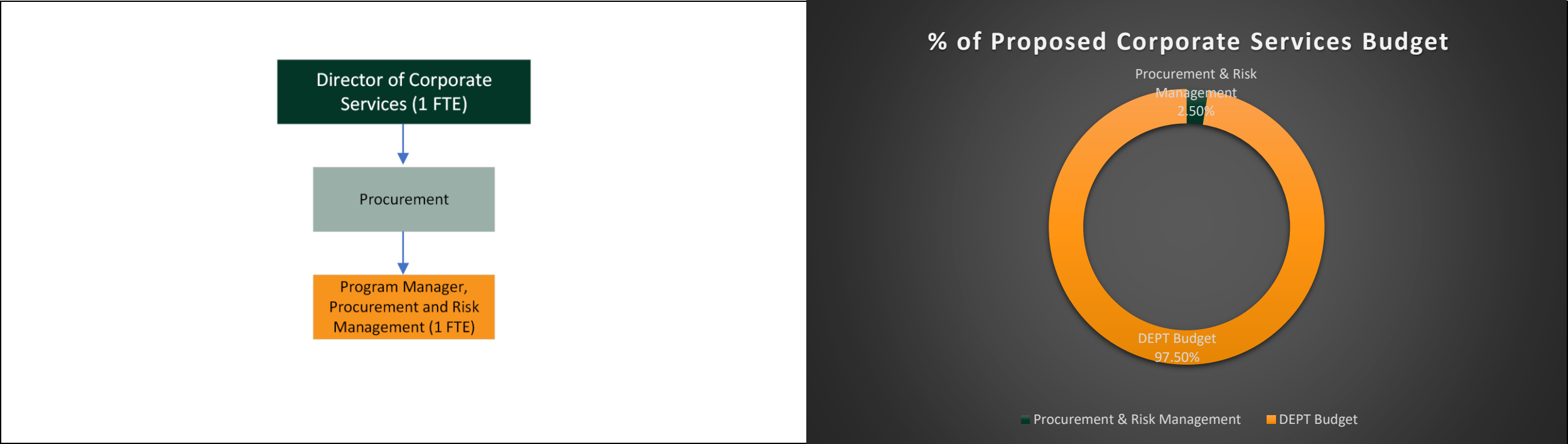
% of Proposed Corporate Services Budget



Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'	
Employee Training Plan	Service Excellence	Retain and attract the best talent through a positive work environment and strong collaborative corporate culture, and through the development and implementation of human resources policies and best practices, to support the aim of making the Town of Kirkland Lake an Employer of Choice.	2024	Y	Standard Operations, Attitudinal	
Job Description Updates	Service Excellence	Retain and attract the best talent through a positive work environment and strong collaborative corporate culture, and through the development and implementation of human resources policies and best practices, to support the aim of making the Town of Kirkland Lake an Employer of Choice.	2024 and ongoing annually	Y	Standard Operations	
Health and Safety Policies Review	Service Excellence	Retain and attract the best talent through a positive work environment and strong collaborative corporate culture, and through the development and implementation of human resources policies and best practices, to support the aim of making the Town of Kirkland Lake an Employer of Choice.	2024 and annual review	Y	Standard Operations, Attitudinal	

Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Succession Planning	Service Excellence	Retain and attract the best talent through a positive work environment and strong collaborative corporate culture, and through the development and implementation of human resources policies and best practices, to support the aim of making the Town of Kirkland Lake an Employer of Choice.	2025 and review every 3 years	Y	Standard Operations	
Streamline Onboarding and Offboarding	Service Excellence	Retain & attract the best talent through a positive work environment & strong collaborative corporate culture, & through the development & implementation of human resources policies & best practices, to support the aim of making TKL an Employer of Choice..	2024	Y	Standard Operations	

Division:	Reporting to the Director of Corporate Services, the Procurement and Risk Management department is responsible for the implementation and management of identified priorities and programs related to corporate procurement, risk management, liability management and insurance coverage programs. The department approves all purchasing requests to ensure the Town of Kirkland Lake is obtaining the best pricing for products and goods required, analyzing suppliers to determine best fit, and preparing, analyzing, and negotiating request for proposals.
Key Activities:	<p>The Procurement and Risk Management Department is responsible for the following:</p> <p>Procurement: develop and implement the procurement execution strategy and procedures in accordance with the corporate guidelines, retrieve vendor bids , obtain supplier technical and commercial clarifications, prepare, analyze, and negotiate Formal Procurement (e.g. RFP) for efficient delivery of products and services, track and develop reports to identify progress of cost saving initiatives and process efficiencies for the Town, resolve problems relating to purchasing issues, verify and input vendor data into system, negotiate with suppliers on price, availability of products, delivery schedules, etc., ensure fulfillment of agreed upon terms when delivery occurs.</p> <p>Risk Management: contribute to the development of appropriate policies and procedures relative to risk management, acquire and maintain comprehensive property and liability coverage for all municipal assets, manage the administration and maintenance of the municipality’s properties, facilities and equipment inventories for insurance and replacement purposes, lead contact with insurance providers, brokers and adjusters, as well as with staff, legal counsel and claimants, maintain corporate insurance records, review documents (agreements, leases, reports, etc.) for appropriate contract language, coverage limits as it relates to risk management and insurance, act as a resource to municipal staff with regard to all liability and risk issues and provide reports and statistics with respect to insurance claims as required.</p>



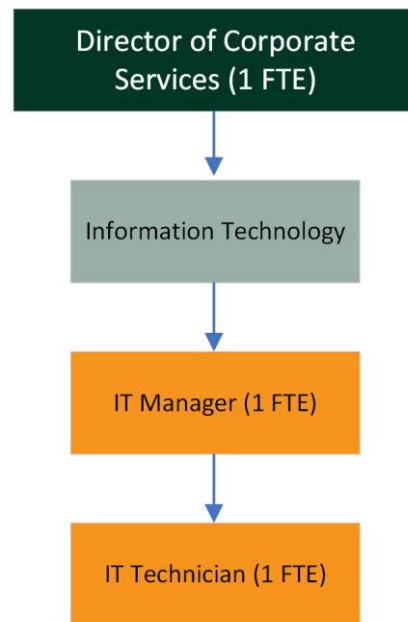
Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'	
Procurement Policy Finalization and Implementation	Sustainable Core Services	Provide clear, fair, and consistent regulations and policies governing municipal operations.	2024	Y	Standard Operations Systemic	

Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Group Buying Best Practice	Service Excellence	Embrace modern technologies that will promote customer service and increase efficiency and access.	2024	Y	Technological Systemic Standard Operations	
Modernization of Formal Procurement Processes	Service Excellence	Embrace modern technologies that will promote customer service and increase efficiency and access	2025	Y	Communication Technological	
Enhance Equipment Operator Risk Mitigation Processes	Sustainable Core Services	Provide clear, fair, and consistent regulations and policies governing municipal operations	2025	Y	Built Environment Attitudinal Systemic Standard Operations	
Implement Building Risk Assessment Recommendations	Infrastructure	Prioritize infrastructure projects based on critical needs, aging systems, potential environmental risks, and community risks	2026	Y	Built Environment	

Division:	Reporting to the Director of Corporate Services, the Information and Technology Department is responsible for the conceptualization, planning, purchase, management and renewal of the Corporation’s information technology assets, services, and data. They are directly responsible for all corporate network infrastructure located within and between corporate facilities. In Summary, the Information Technology Department is responsible for administration, technical support, maintenance of technological systems, infrastructure management, cybersecurity, application management and troubleshooting & IT support where TKL IT has control and is accountable.
Key Activities:	<p>The Information Technology Dept is responsible for the following key activities:</p> <p>Tier 1 Technical Support Administrator:</p> <ul style="list-style-type: none"> IT administrators are the front-line go-to experts when someone needs help with technological issues or is new to the company’s equipment. Their duties include maintaining computer infrastructures, assisting new users, training employees on new systems, performing software updates, renewing licenses, and monitoring contracts with suppliers. They also assess potential threats and oversee data storage. The Tier 1 technical support (a.k.a. Help Desk) team assists people who need access to computer systems or troubleshooting help. They address issues related to software, hardware, and connectivity, ensuring smooth operations for employees. <p>Tier 2 Technical Support:</p> <ul style="list-style-type: none"> The Tier 2 technical support (Maintenance) team is the escalation point for Tier 1 support. Tier 1 is responsible for maintaining computer infrastructures, System Maintenance, Analysis, Reporting and escalation to Management and Vendor support. <p>Maintenance of Technological Systems:</p> <ul style="list-style-type: none"> The IT department governs the company’s technological systems, ensuring they function efficiently. This involves managing servers, networks, databases, and other critical components. <p>Infrastructure Management:</p> <ul style="list-style-type: none"> IT professionals maintain the hardware and software systems within the organization. They monitor system performance, including servers and networks, and handle data storage and backups. <p>Cybersecurity:</p> <ul style="list-style-type: none"> Protecting the organization’s data and systems from cyber threats is a top priority. IT departments implement security measures, conduct risk assessments, and stay vigilant against potential breaches. <p>Application Management:</p> <ul style="list-style-type: none"> They oversee software applications, ensuring they function optimally and meet business needs. This includes deploying, updating, and maintaining various software tools.

Troubleshooting & IT Support:

- When employees encounter technical issues, the IT department steps in to diagnose and resolve problems promptly. Whether it's fixing computer glitches or assisting with forgotten passwords, they keep operations running smoothly.



% of Proposed Corporate Services Budget

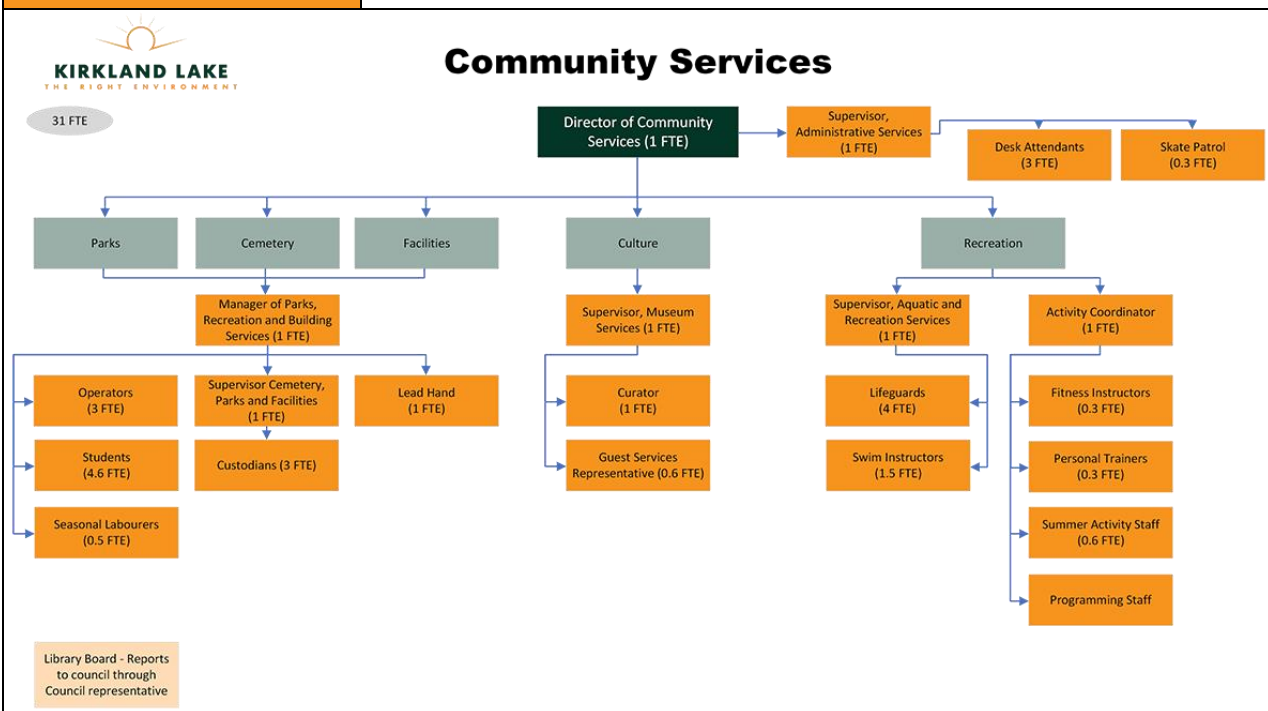


Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
New Town Hall Back Up Generator	Infrastructure, Service Excellence	Prioritize Infrastructure projects based on critical needs. Embrace modern technologies that will promote customer service and increase efficiency and access.	2024	Y	Built Environment, Technological.	
Telephone System Assessment	Service Excellence	Embrace modern technologies that will promote customer service and increase efficiency and access.	2024	Y	Built Environment, Technological.	
Update Current IT Policies	Sustainable Core Services	Provide clear, fair, and consistent regulations and policies governing municipal operations.	2024	Y	Technological.	
Improve Network Efficiency & Security	Service Excellence	A clear roadmap for innovative technology adoption aligned with Corporate needs.	2024 and ongoing	Y	Technological, Standard Operations.	

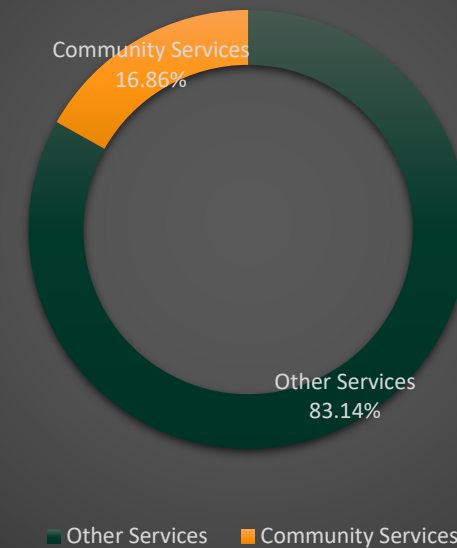
COMMUNITY SERVICES

The **Community Services Department** is responsible for various divisions, including Cemetery, Culture (through the museum), Facilities, Parks, and Recreation. The Cemetery division manages the grounds for respectful remembrance. The Culture division preserves and showcases the Town's heritage through exhibits and events. The Facilities division maintains buildings and infrastructure for safe and sustainable use. The Parks and Recreation divisions promote physical well-being and community engagement through parks, sports facilities, and recreational programs. Together, these divisions enhance community well-being, and quality of life for residents, and support the priority of being a vibrant and prosperous community.

Reporting Divisions: Cemetery, Culture, Facilities, Parks, and Recreation.



% of Proposed Town Budget

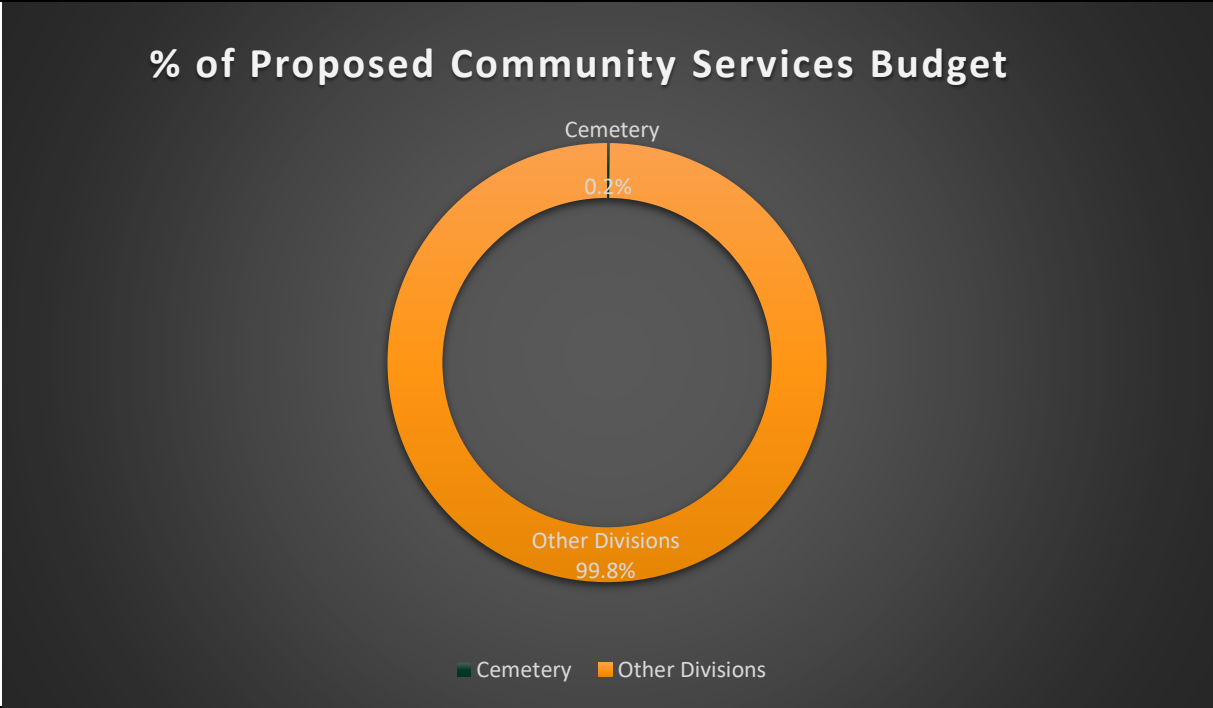
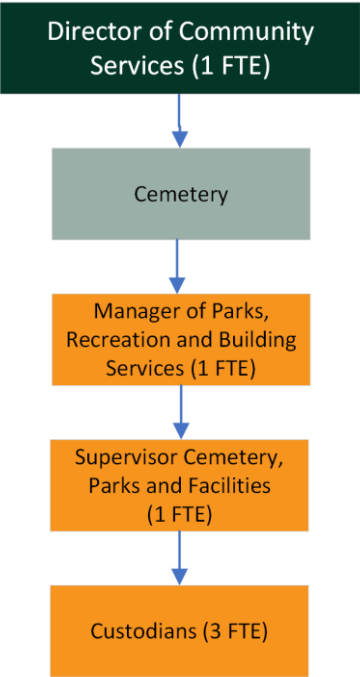


Division:	Reporting to the Director of Community Services, the Parks Division is responsible to build and maintain active and passive public spaces, as well as provide opportunities to create lasting and memorable experiences for both residents and visitors. Through exceptional customer service, sound fiscal management and responsible environmental stewardship, the parks team is responsible for the operation and maintenance of 100 acres of green space.
Key Activities:	<ol style="list-style-type: none"> Management of Parks and Open Spaces <ul style="list-style-type: none"> Park Operations: Kinross, Splash Park, Civic Park, Bike Park, Dog Park, Fireman’s Park in Swastika, and neighbourhood parks Boulevards throughout the municipality Playgrounds: O’Meara, Queen E, Fifth Street, Kinross, Swastika, Civic Ski and Snowshoe trails Outdoor rinks: Civic, Swastika Management of capital projects and parks development including public engagement, design, and project management for parks, playgrounds, and sports fields Work with volunteers on four-season maintenance of trail system Maintain and provide sports facilities including baseball diamonds, tennis/multi-use courts, pickle ball courts, beach volleyball court, and soccer fields. Facilitate Memorial Bench program



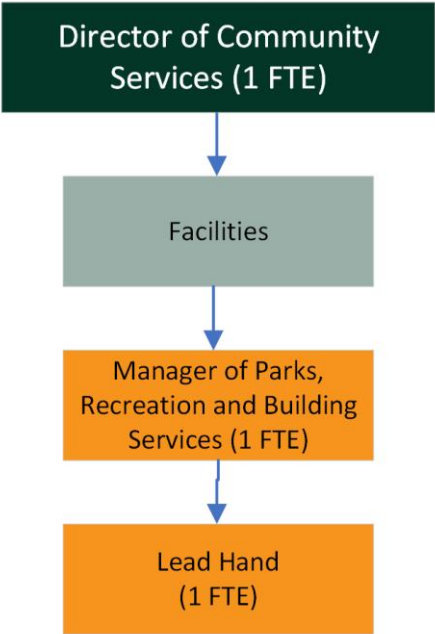
Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Green Space enhancement between Allan Ave and Carter Ave.	Vibrant and Prosperous Community	Provide public spaces that enhance the appearance of the town and encourage social interaction and active lifestyles for all ages.	Q3 2024	Y	N/A	Install 2 benches and a bear-wise can to encourage additional use and a safe and clean green space.
Green Space enhancement through a playground install in Chaput Hughes.	Vibrant and Prosperous Community	Provide public spaces that enhance the appearance of the town and encourage social interaction and active lifestyles for all ages	Q2 2024	Y	N/A	
Light upgrade at Baird Park	Vibrant and Prosperous Community	Provide public spaces that enhance the appearance of the town and encourage social interaction and active lifestyles for all ages	Q3 2024	Y	N/A	Upgrade antiquated system with LED bulbs.
Complete the Hockey Monument installation	Vibrant and Prosperous Community	Provide public spaces that enhance the appearance of the town and encourage social interaction and active lifestyles for all ages	Q2 2024	Y	N/A	The area will include a picnic table and shrubbery to provide a new greenspace

Division:	Reporting to the Director of Community Services, The Kirkland Lake Cemetery Division , established in 1923, is a symbol of respect for those who came before us. It preserves not only the memory of our loved ones and prominent citizens, but local history as well. Along with traditional burials, the cemetery provides the following interment options: columbarium, scattering grounds, and cremation garden. The House of Remembrance holds the names of veterans and branch members who are buried in the Kirkland Lake Cemetery.
Key Activities:	<ul style="list-style-type: none"> Care and Maintenance of the Cemetery including the grounds, the headstones and markers, the walkways, and roadways. Grass mowing and whipping, shrub and tree trimming, ground cleaning, and snow removal are key activities depending on the season. Scheduling and execution of internments Sales of full burial plots including niches and cremation plots Keeping detailed records of people buried in the cemetery Keeping and updating cemetery maps Providing protection and security for the cemetery

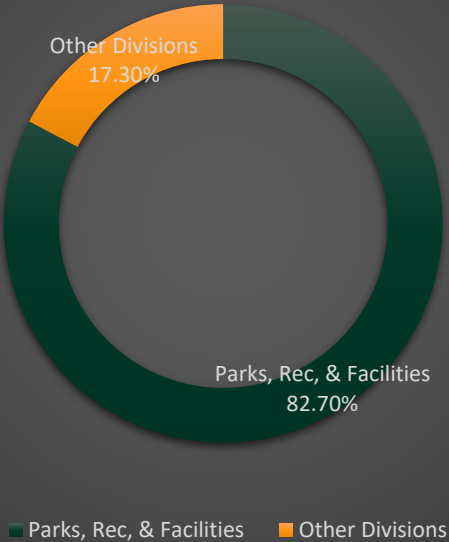


Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Completion of new cremation garden	Service Excellence	Assess points of contact with residents to identify ways to streamline communications, increase stakeholder engagement, demonstrate user-friendliness, and provide optimal service	Q3 2024	Y	N/A	Landscaping and brick walkway are planned
Continue to focus on delivering high level, compassionate service throughout the process	Service Excellence	Assess points of contact with residents to identify ways to streamline communications, increase stakeholder engagement, demonstrate user-friendliness, and provide optimal service	Ongoing	Y	N/A	
Start the planning for a new Columbarium	Infrastructure	Proactively prepare and plan projects and continue to identify and apply for additional funding opportunities	Q3 2024	Y	N/A	Staff time to plan is budgeted.
Continue with grounds renewal and enhanced greenspace	Vibrant and Prosperous Community	Provide public spaces that enhance the appearance of the town	Ongoing	Y	N/A	Enhanced landscaping to provide a tranquil and respectful environment for grieving families and visitors

Division:	Reporting to the Director of Community Services, the Facilities Division is responsible for renewing and upgrading aging assets, general maintenance, custodial services, and capital projects for various municipal facilities. Energy efficiencies and accessibility are prime considerations.
Key Activities:	Strategic Planning, budgeting, monthly financial reviews, concessionaire agreements, tenant agreements, and other vendor supplier agreements, supervision

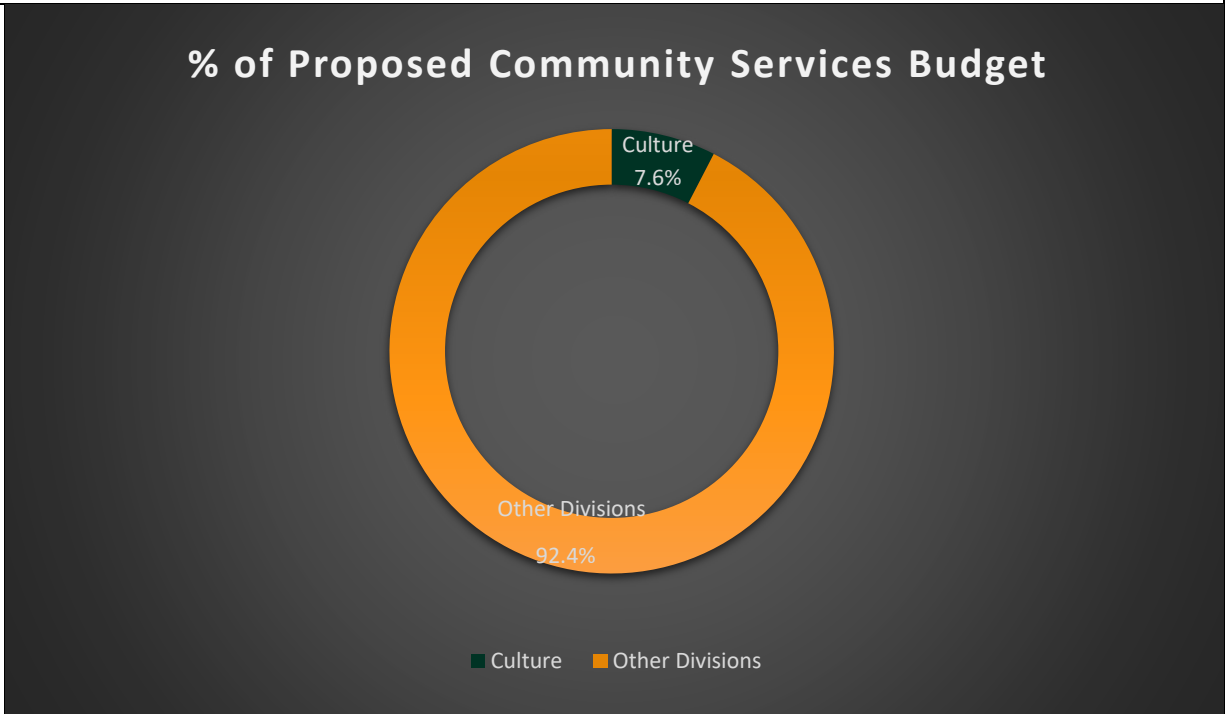
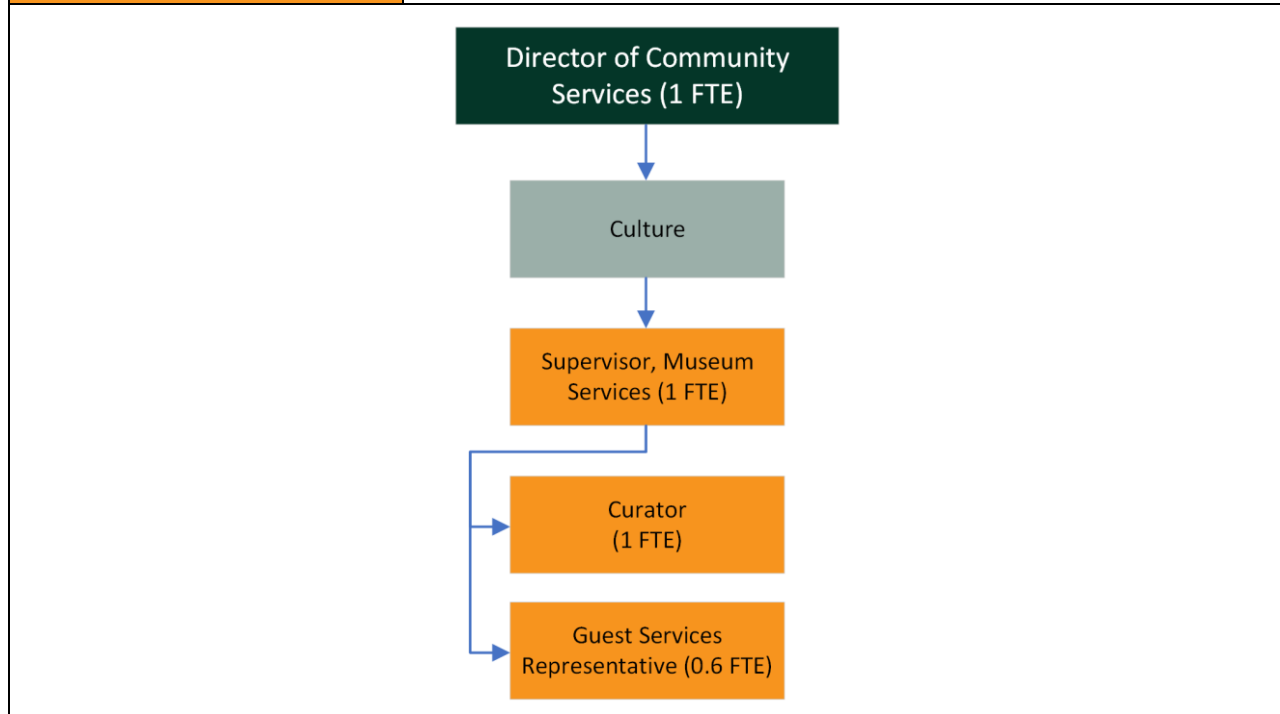


% of Proposed Community Services Budget



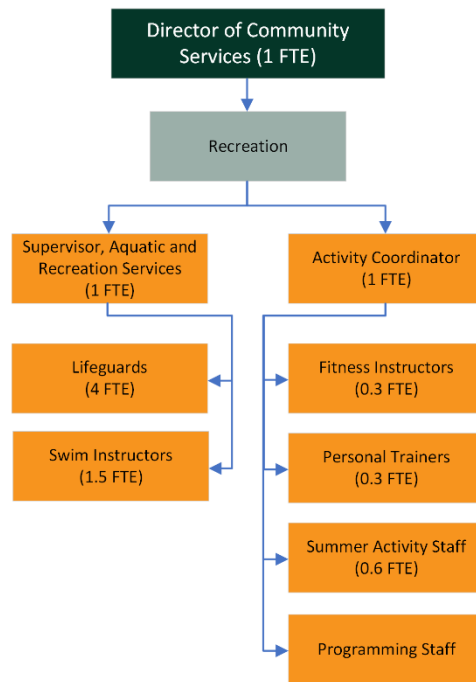
Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Green & Inclusive Fund – HVAC, arena dehumidification, ammonia compressor, domestic hot water heater, and hot water on demand flood water heaters upgrades to the Complex.	Infrastructure	Prioritize infrastructure projects based on critical needs, and aging systems.	Q1 2026	Y	Built Environment	These upgrades will make the Complex more energy efficient, which will reduce utility costs, building longevity, and will allow the building to be better climate controlled in all areas, providing patron comfort.
Complete the artifact room at the Community Complex	Infrastructure	Proactively prepare and plan projects and continue to identify and apply for additional funding opportunities	Q2 2024	Y	Built Environment	Capital Project with donation from Heritage North Foundation
Complete upgrade of sound system in arena	Infrastructure	Prioritize infrastructure projects based on critical needs, and aging systems.	Q2 2024	Y		Capital Project
Investigate additional funding opportunities for remediation of old pool area.	Infrastructure	Proactively prepare and plan projects and continue to identify and apply for additional funding opportunities	Ongoing	Y	Built Environment	Public consultation will be an important part of determining what best this area can house.

Division:	Reporting to the Director of Community Services, the Culture Division’s mission is to celebrate the spirit of Kirkland Lake through collection, conservation, research, education, and exhibition. Cultural Services will foster pride within the community and celebrate and reflect on the community’s personality and ethnic diversity. Cultural Services will contribute to the economic, social, cultural, and educational life of Kirkland Lake.
Key Activities:	<ul style="list-style-type: none"> To collect, interpret and display artifacts important to the Town’s history through permanent and temporary exhibits, loans and research To research, develop and display local history through multiple permanent & temporary onsite and offsite exhibitions, online exhibits, etc. To operate a gift shop and gallery until the closure of the Museum To offer educational & cultural programming To be a rental & event venue for the community used for wedding photography, small weddings, celebrations of life, business meetings/dinners, workshops, concerts, vendor shows and fundraisers, prior to upcoming divestment of the Chateau

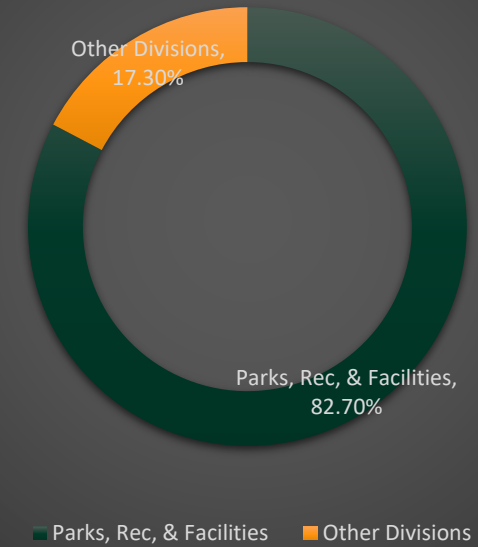


Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Continuation of programming and activities throughout August 2024	Vibrant and Prosperous Community	Provide Public spaces that enhance the appearance of the town and encourage social interaction and active lifestyles for all ages.	August 2024	Y		Continue to offer programming as planned and budgeted for
Transformation of Cultural Services	Vibrant and Prosperous Community	Under the leadership of WSCS consulting Inc., development of a strategy to transform cultural services in Kirkland Lake.	2024 and beyond	Y		This will include Council and Community consultation to determine the confirmation of artifacts to be retained, the best fit for location, and the long term strategy for exhibitions.

Division:	<p>Reporting to the Director of Community Services, the Recreation Division is responsible for providing services and programming to all residents of Kirkland Lake and the surrounding areas, primarily through collaborative partnerships and strategic alliances with community groups, non-profit organizations, and residents.</p> <p>The department builds capacity within the community to improve quality of life and strives to achieve the goal of building a future with opportunities for all. The Recreation division provides places and opportunities for citizens to gather, connect, recreate, and celebrate to contribute to a safe, healthy, and vibrant community.</p>
Key Activities:	<p>The Recreation Department’s programs, facilities and services are designed and delivered to provide the greatest benefit to the community as a whole as well as to promote personal growth, improved health, and enhance the quality of life of individual residents. The goal is to ensure that programs and services are responsive to the growing and changing needs within the community and remove or minimize barriers.</p> <p>Recreational Opportunities include:</p> <ul style="list-style-type: none"> • Recreational Programs: aquatics, fitness and healthy living, day camps, older adult programming • Facility Use: arena, aquatic center, fitness room, • Facility Operations: aquatic center, arena, • Leadership Development/training in aquatics • Sponsorship Programs • Long Term and new Capital Development • Food Market • Project Management • Community Development • Sponsored Activities • Special Events



% of Proposed Community Services Budget



Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Improve digital services for recreation users and administration for dynamic reports and analysis of data	Service Excellence	Embrace modern technology that will promote customer service and increase efficiency and access.	Q4 2024	Y	Technological Communication	Complete analysis of successful software platforms and provide staff with enhanced training
Continue to focus on delivering service excellence through existing activities and new opportunities.	Vibrant and Prosperous Community	Provide public spaces that enhance the appearance of the town and encourage social interaction and active lifestyle for all ages	Ongoing	Y	N/A	Programming staff will continue to offer a large variety of options for children, youth, adults, seniors, and families to be active and maintain or improve health. The total healthcare cost of physical inactivity in Canada is 6.8 billion. Even small changes in physical activity can have substantial benefits.
Policy and Procedure review and refresh	Sustainable Core Services	Provide clear, fair, and consistent regulations and policies.	Q4 2024	Y	Communication	Complete review of Divisional policies and procedures to ensure they remain current

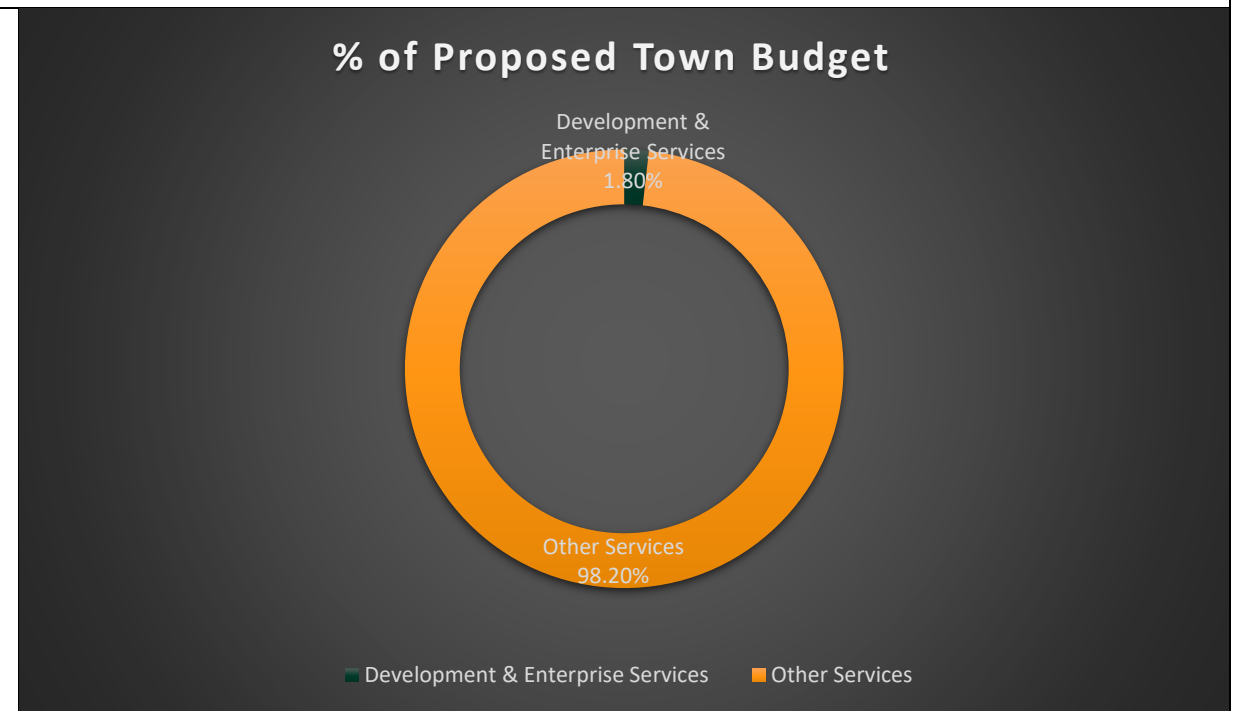
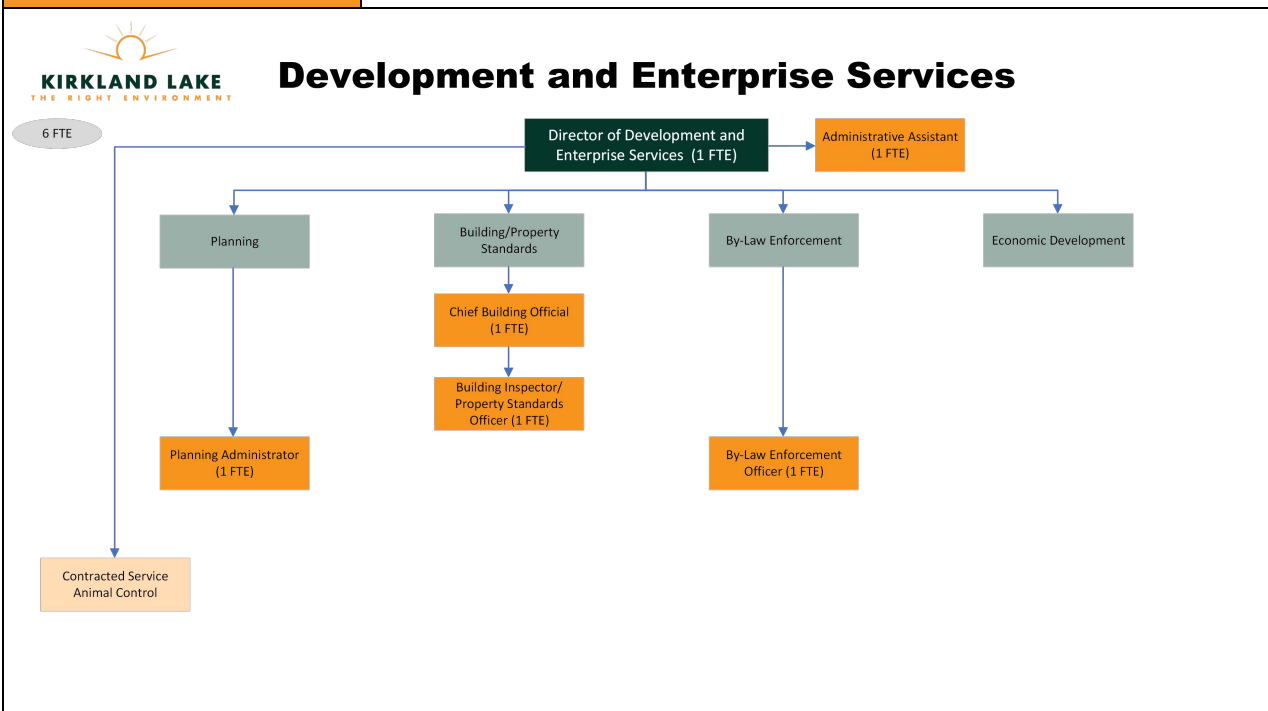
Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Research and compare operations across other municipalities to enhance green recreation options	Sustainable Core Services	Investigate strategies to reduce our environmental footprint.	Q4 2024	Y	Environmental	
Develop community partnerships to increase our capacity to host large-scale community-wide events.	Vibrant and Prosperous Community	Encourage social interaction and active lifestyles for all ages.	Q2 and 3 2024	Y	Standard Operations	
Complete training of replacement Director and complete transfer of information to CAO and HR Manager for pertinent projects	Service Excellence	Retain and attract the best talent through a positive work environment and strong collaborative corporate culture, and through the development and implementation of human resources policies and best practices, to support the aim of making the Town of Kirkland Lake an Employer of Choice.	Q2 2024	Y	N/A	

Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Complete a comprehensive review of waivers and use agreements	Service Excellence	Assess points of contact with residents to identify ways to streamline communications, increase stakeholder engagement, demonstrate user-friendliness, and provide optimal service	Q1 2024	Y	N/A	
Improve access to services for vulnerable sectors including older adults, people with disabilities, Indigenous peoples, people living on low incomes, and newcomers	Vibrant and Prosperous Community	Provide public spaces that enhance the appearance of the town and encourage social interaction and active lifestyle for all ages	Ongoing	Y	N/A	

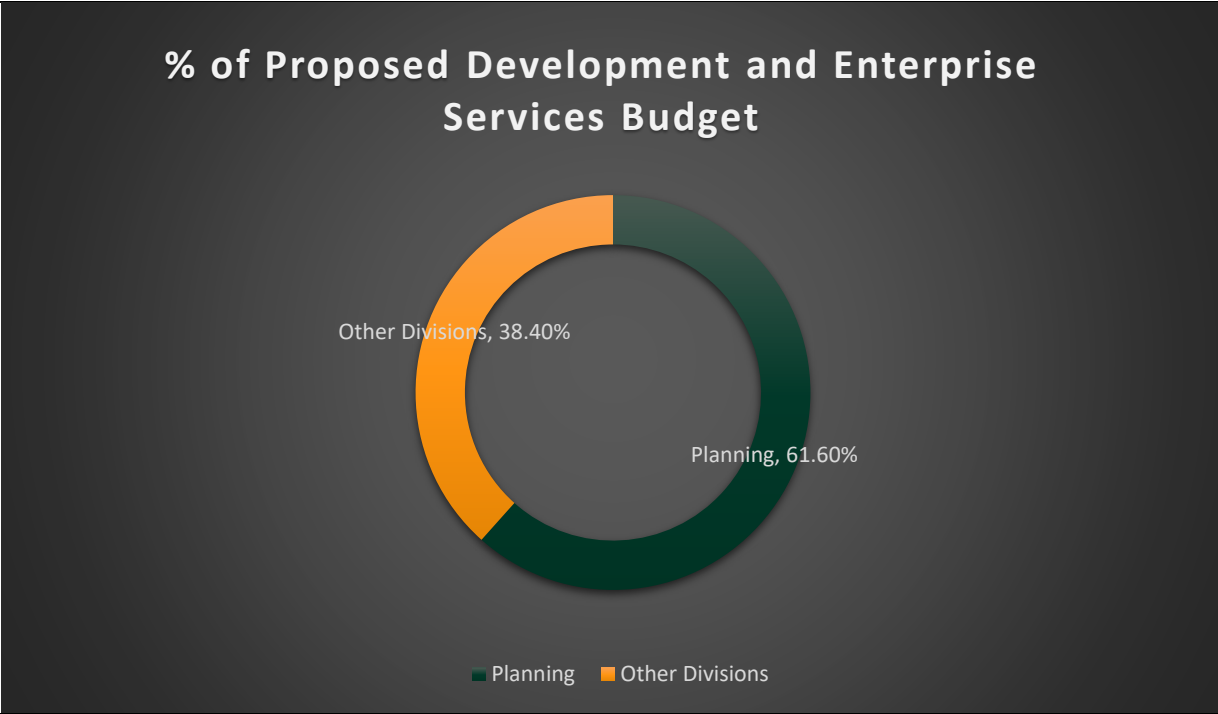
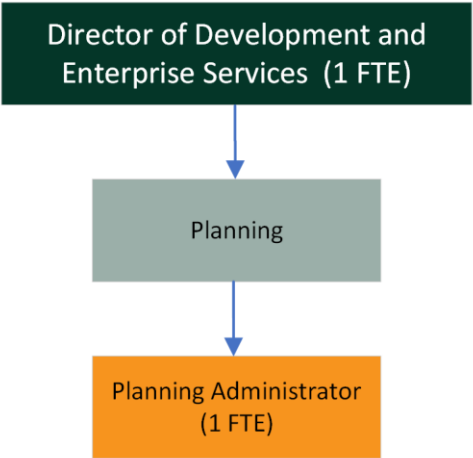
DEVELOPMENT & ENTERPRISE SERVICES

Reporting to the Chief Administrative Officer, the Development and Enterprise Services **Department** manages various aspects including enforcing bylaws, overseeing building activities, urban planning, and economic development. The DES department ensures compliance with regulations, promotes safe and orderly development, reviews building permits, conducts inspections, and creates long-term developments. Additionally, the Development and Enterprise Services department focuses on attracting business, supporting local entrepreneurship, and boosting the local economy, playing a crucial role in the growth and development of a vibrant and prosperous community.

Reporting Divisions: By-Law Enforcement, Building, Planning, Economic Development and Tourism



Division:	Reporting to the Director of Development and Enterprise Services, the Planning Division is responsible for guiding and managing development and land use within the Town. The main focuses include developing land use plans, implementing zoning regulations, reviewing and approving development proposals, engaging with the public, coordinating with other departments and agencies, and conducting research and analysis. Aiming to ensure council is aware of matters as set out in the Planning Act of Ontario.
Key Activities:	<p>Key Activities of the Planning division is to oversee local plans that guide growth and development within the municipality. Prudent Land-use planning is vital for:</p> <ul style="list-style-type: none"> • Governmental- Helps manage infrastructure and services efficiently. • Environmental- ensures sustainable development and environmental protection. • Economic- supports economic growth, job creation and investment. • Social- enhances quality of life, community well-being and social equity. • Cultural and Aesthetic- preserves heritage and cultural identity



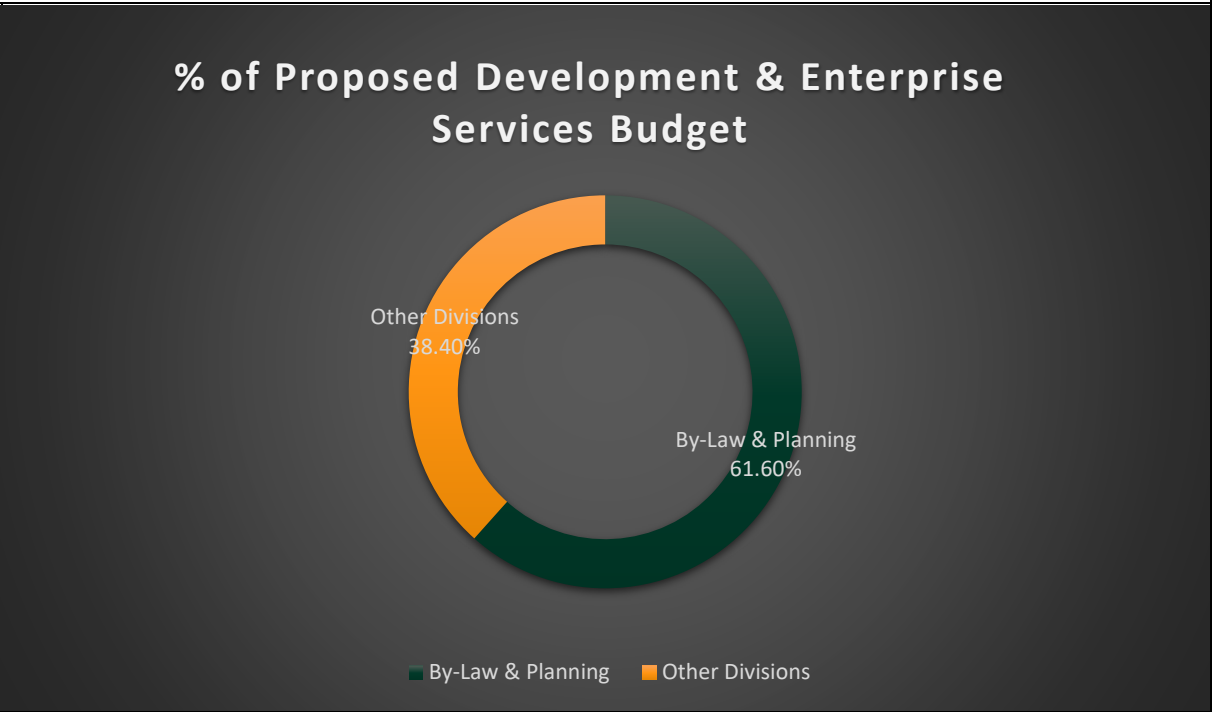
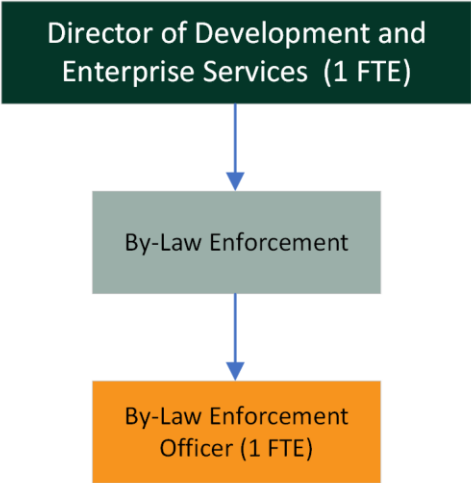
Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Official Plan Review	Sustainable Core Services	Provide clear, fair, and consistent regulations and policies governing municipal operations	2026	Y	Communication, Standard Operations	Undergo an OP review as outlined in 2024 Budget
Planning Process Review	Sustainable Core Services	Provide clear, fair, and consistent regulations and policies governing municipal operations	2024	Y	Standard Operations	Processes for Zoning Amendments, Consent to Sever, Land Sale Process, Encroachment Process, Subdivision Control & Site Plan Control
By-Law Review	Sustainable Core Services	Provide clear, fair, and consistent regulations and policies governing municipal operations	2024	N	Standard Operations	Modernization and updating of several by-laws are needed.

Division:	Reporting to the Director of Development and Enterprise Services, the Building Division is responsible for enforcing the Ontario Building Code in the municipality.							
Key Activities:	Issue permits, enforce building codes, ensure compliance with regulations and municipal property standards, review zoning requirements, assess occupancy requirements, and conduct inspections. The goal is to ensure that buildings are constructed and maintained in a safe and compliant manner, contributing to the overall safety and urban planning standards of the community.							
	<div> <div>Director of Development and Enterprise Services (1 FTE)</div> <div>↓</div> <div>Building/Property Standards</div> <div>↓</div> <div>Chief Building Official (1 FTE)</div> <div>↓</div> <div>Building Inspector/Property Standards Officer (1 FTE)</div> </div>	<div> <div>% of Proposed Development & Enterprise Services Budget</div> <div> <table border="1"> <caption>% of Proposed Development & Enterprise Services Budget</caption> <thead> <tr> <th>Category</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Building</td> <td>14.20%</td> </tr> <tr> <td>Other Divisions</td> <td>85.80%</td> </tr> </tbody> </table> </div> </div>	Category	Percentage	Building	14.20%	Other Divisions	85.80%
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Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Public Education	Service Excellence	Assess points of contact with residents to identify ways to streamline communications, increase stakeholder engagement, demonstrate user-friendliness, and provide optimal service	2024	Y	Communication, Technological	Provide education and resources to public, contractors, and local hardware stores about the importance of obtaining permits, repercussions of not obtaining permits, and building code related topics.
Property Standards	Vibrant and Prosperous Community	Provide public spaces that enhance the appearance of the town and encourage social interaction and active lifestyles for all ages	2024	Y	Standard Operation	Increase property standards orders on buildings not adhering to the property standards bylaw, to promote a more vibrant and prosperous community
Derelict Buildings	Vibrant and Prosperous Community	Provide public spaces that enhance the appearance of the town and encourage social interaction and active lifestyles for all ages	2024	Y	Standard Operation	Establish and implement Property Standards plan to resolve derelict building issues

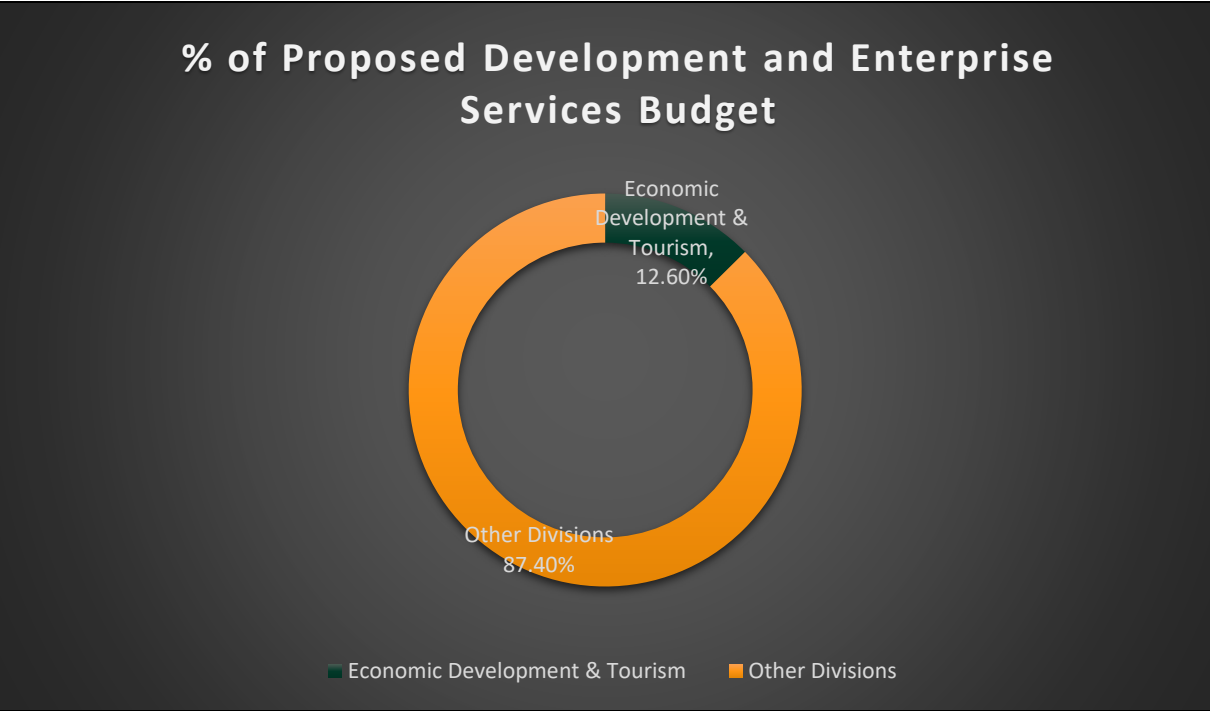
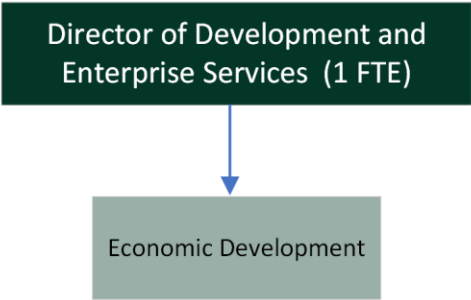
Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'	
Cloudpermit Promotion	Sustainable Core Service & Service Excellence	Investigate strategies to reduce our environmental footprint	2024	Y	Communication, Technological	Reduce our environment footprint, encourage paper-free applications and permits

Division:	Reporting to the Director of Development and Enterprise Services, the By-Law Enforcement Division is responsible for the enforcement and administration of by-laws for the Town. The focus is to ensure compliance with regulations and maintain a safe and orderly community environment. This includes monitoring and investigating by-law infractions, educating the public about bylaws, issuing warnings and notices of violation, and collaborating with other departments and stakeholders to address complex issues. By actively enforcing by-laws, the division plays a crucial role in upholding community standards and enhancing the quality of life for residents.
Key Activities:	<ul style="list-style-type: none"> Traffic and Parking regulations for road safety and parking restrictions Taxis Licensing and monitoring Noise Control Community Standards



Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Develop Strategies for improving Compliance Rates	Sustainable Core Services	Provide clear, fair, and consistent regulations and policies governing municipal operations	2024	Y	Standard Operation	Review and update strategy
Review and update Community Standards	Sustainable Core Services	Develop and implement key performance indicators to evaluate the efficiency and effectiveness of service delivery	2024	Y	Standard Operation	Investigate best practices
Create Public Awareness strategies	Sustainable Core Services	Provide clear, fair, and consistent regulations and policies governing municipal operations	2024	Y	Technological	Education awareness campaign on community by-laws

Division:	Reporting to the Director of Development and Enterprise Services, the Economic Development and Tourism Division is responsible promoting economic growth, attracting investments, and enhancing tourism in the local area. This division supports businesses, attracts investments, and facilitates a favorable business climate. Additionally, it is responsible for promoting the Town as a tourist destination, managing tourism-related assets, and engaging with the community to identify growth opportunities in collaboration with the Tourism Corporation. The goal is to create a vibrant and prosperous community, through supporting initiatives while improving the overall quality of life for residents.
Key Activities:	Improve the standard of living for residents by fostering business development, investment attraction, and business retention and expansion. Collaboration with both provincial and federal government for funding and programs to strengthen local economies.



DIVISIONAL BUSINESS PLAN

ECONOMIC DEVELOPMENT & TOURISM

Fiscal Year: 2024

Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
CHAR Technologies	Vibrant and Prosperous Community	Invest in infrastructure projects that facilitate residential growth, business expansion and increased housing options	2026	Y		Continue working on the groundbreaking of our latest investment. Permits, planning and infrastructure installation
Economic Development and Tourism Strategic Plan	Vibrant and Prosperous Community	Prioritize the implementation of the economic development and tourism program to improve the local business climate and foster growth	Q2 2024	Y		Ongoing work towards a comprehensive strategic plan
Transit Feasibility Study	Infrastructure	Proactively prepare and plan projects and continue to identify and apply for additional funding opportunities	2024	Y		RFP for a feasibility study; TBD if will proceed
Residential Investment/ Attraction	Vibrant and Prosperous Community	Develop long-term financial plans and budgets to support the aim of being a vibrant and prosperous community	2024	Y		More to come from Economic Development strategic plan
Ongoing Funding for Infrastructure	Infrastructure	Prioritize infrastructure projects based on critical needs, aging systems, potential environmental risks, and community needs	2026	N		Ongoing work to secure funding for Housing-Water Enabling Systems Fund

DIVISIONAL BUSINESS PLAN

ECONOMIC DEVELOPMENT & TOURISM

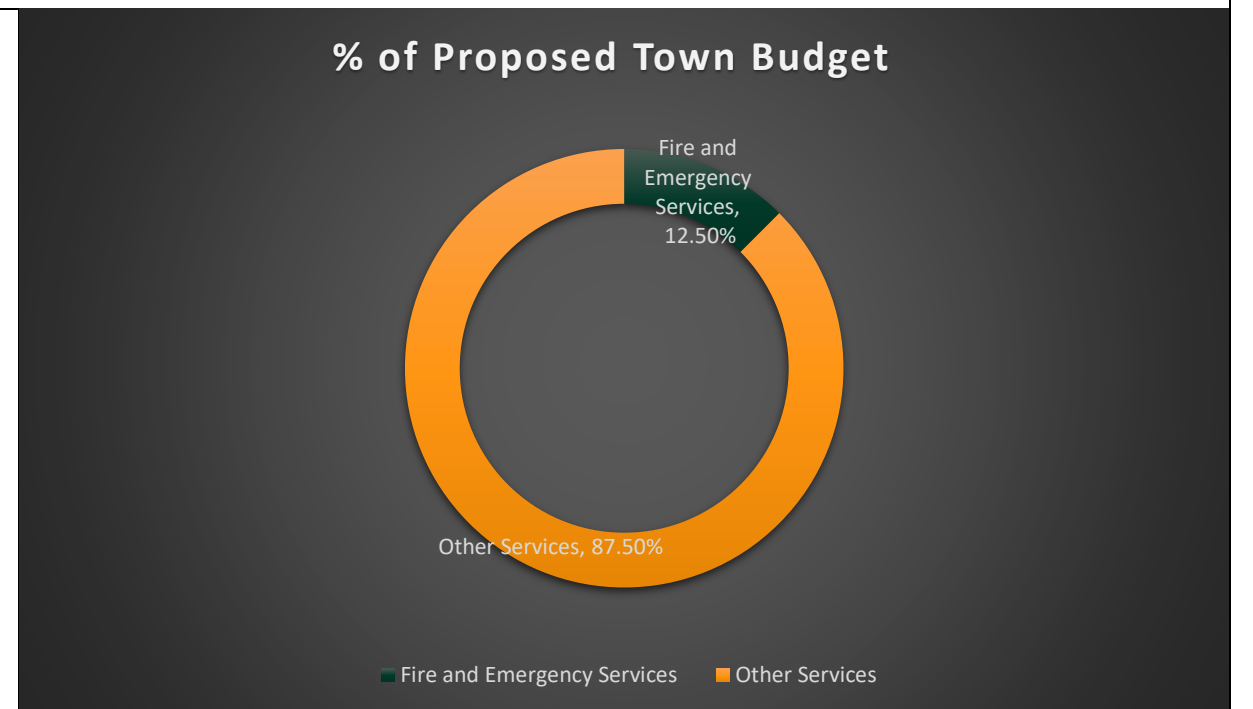
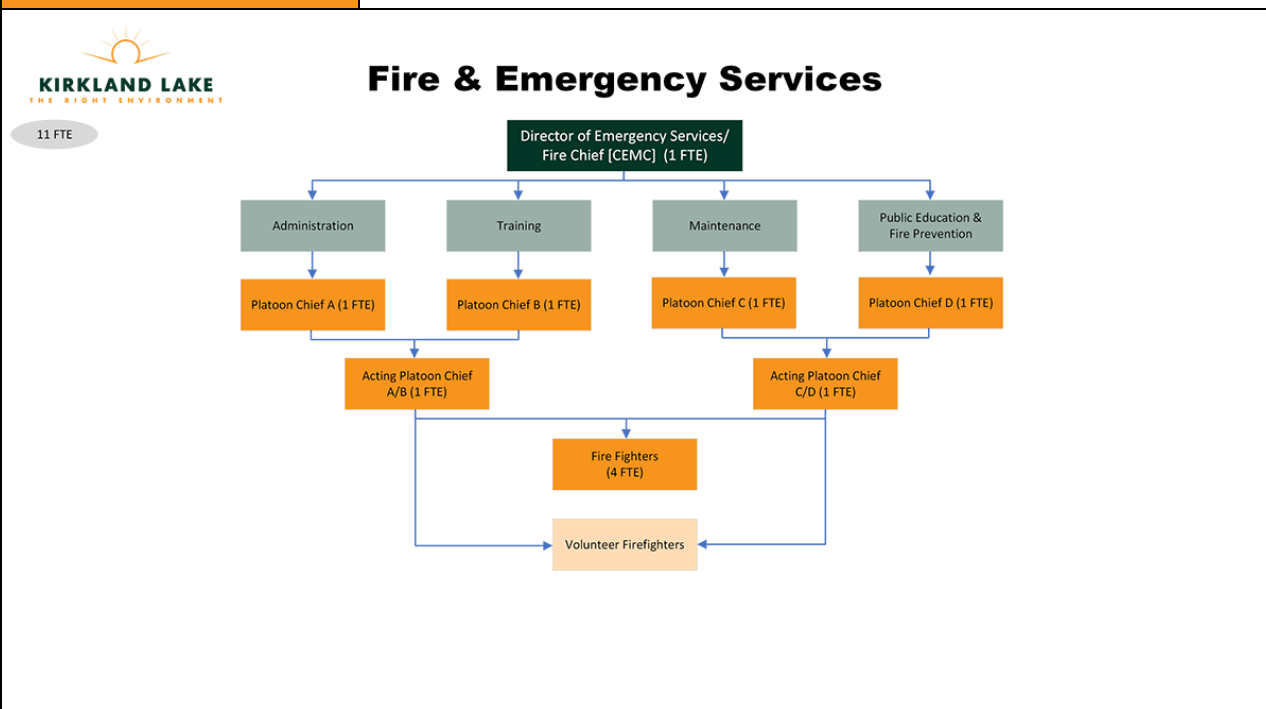
Fiscal Year: 2024

Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Residential Development Feasibility- Water St.	Vibrant and Prosperous Community	Invest in infrastructure projects that facilitate residential growth, business expansion and increased housing options	2024	Y		Council Motion to be explored further
Delegations for Municipal Conferences	Vibrant and Prosperous Community	Prioritize the implementation of the economic development and tourism program to improve the local business climate and foster growth	2024	Y		Work with all departments to develop strong delegations
Tourism Development Corporation	Vibrant and Prosperous Community	Prioritize the implementation of the economic development and tourism program to improve the local business climate and foster growth	Q4 2024	N		Create Plan and budget for sector enhancements for Tourism Directives

FIRE & EMERGENCY SERVICES

The **Fire and Emergency Services** Department plays a crucial role in fire prevention and public education. Managing various aspects, including equipment, administration, and training. With a strong focus on educating the community about fire safety, the department strives to reduce fire incidents. The department also maintains equipment and efficiently manages operations through effective administration. Continuous training and development programs are provided to firefighters and volunteers to enhance their skills and capabilities. Through collaboration with other departments and organizations, the Fire and Emergency Services department ensures a strong network of knowledge and expertise. The ultimate goal is to create a safer environment for everyone in the community.

Reporting Divisions: Public Education, Training, Equipment, Administration



Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Updating site files	Service Excellence	Embrace modern technologies that will promote customer service and increase efficiency and access	On going	Yes	Standard Operations	Budgeted
Records retention	Service Excellence	Embrace modern technologies that will promote customer service and increase efficiency and access	On going	Yes	Standard Operations	Budgeted
Fire Hall Feasibility Study	Sustainable Core Services		2024	Yes	N/A	
Live Dispatch Service	Sustainable Core Services		2024	Yes	Technological	
Alert ready notification system	Service Excellence	Embrace modern technologies that will promote customer service and increase efficiency and access	2024	Yes	Technological	

Division: Training	Reporting to the Director of Emergency Services/Fire Chief, the Training Division, is responsible for ensuring the training is kept up to the current standards					
Key Activities:	Training scheduling for full-time staff on shift. Volunteer training is held weekly, requiring the training schedule to be tailored to the time they can attend. Lesson plans, training site plans, ensuring proper safety of staff, Update training for standard changes 4-year cycle. Schedule Courses through the Ontario Fire college, and AS&E Testing for mandatory certification. Refresher training to ensure skills are not lost. Training of Recruit Firefighters to meet training standards and achieve certification.					
Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'	
Training Enhancement	Vibrant and Prosperous Community		On going	Yes	Standard Operations	
Training Schedule Full-time staff	Vibrant and Prosperous Community		On going	Yes	Standard Operations	
Training Schedule Volunteer staff	Vibrant and Prosperous Community		On going	Yes	Standard Operations	
Recruit Training	Vibrant and Prosperous Community		On going	Yes	Standard Operations	

Division: Maintenance	Reporting to the Director of Fire and Emergency Services Chief, the Maintenance Division, is responsible for Maintaining Apparatus and Equipment at the fire station.					
Key Activities:	Schedule maintenance of truck repair/maintenance, replace damaged equipment based on budget restrictions, inspection of Structural gear, scheduled cleaning and yearly inspection and repair. Propose new items for budget approval.					
Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Truck repair/maintenance	Service Excellence	Develop long-term financial plans and budgets to ensure financial sustainability and value for money	On going	Yes	Standard Operations	Budgeted
Maintenance records	Service Excellence	Develop long-term financial plans and budgets to ensure financial sustainability and value for money	On going	Yes	Standard Operations	Budgeted
Ensuring damaged equipment is repair/replacement	Service Excellence	Develop long-term financial plans and budgets to ensure financial sustainability and value for money	On going	Yes	Standard Operations	Budget

Division: Public Education	Reporting to the Director of Emergency Services, the Public Education Division, Under the Fire Protection and Prevention Act is responsible for Administering Public Education programs concerning fire safety and components of fire prevention.					
Key Activities:	A community smoke alarm program, Fire Safety Week events with the schools and community groups, and public messaging throughout year. Station Tours, visibility at town events.					
Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'	
Fire Safety Week	Vibrant and Prosperous Community		On going	Yes	Standard Operations	
Fire Safety talks/visits	Vibrant and Prosperous Community		On going	Yes	Standard Operations	
Smoke alarm Program	Vibrant and Prosperous Community		On going	Yes	Standard Operations	

TECK PIONEER RESIDENCE

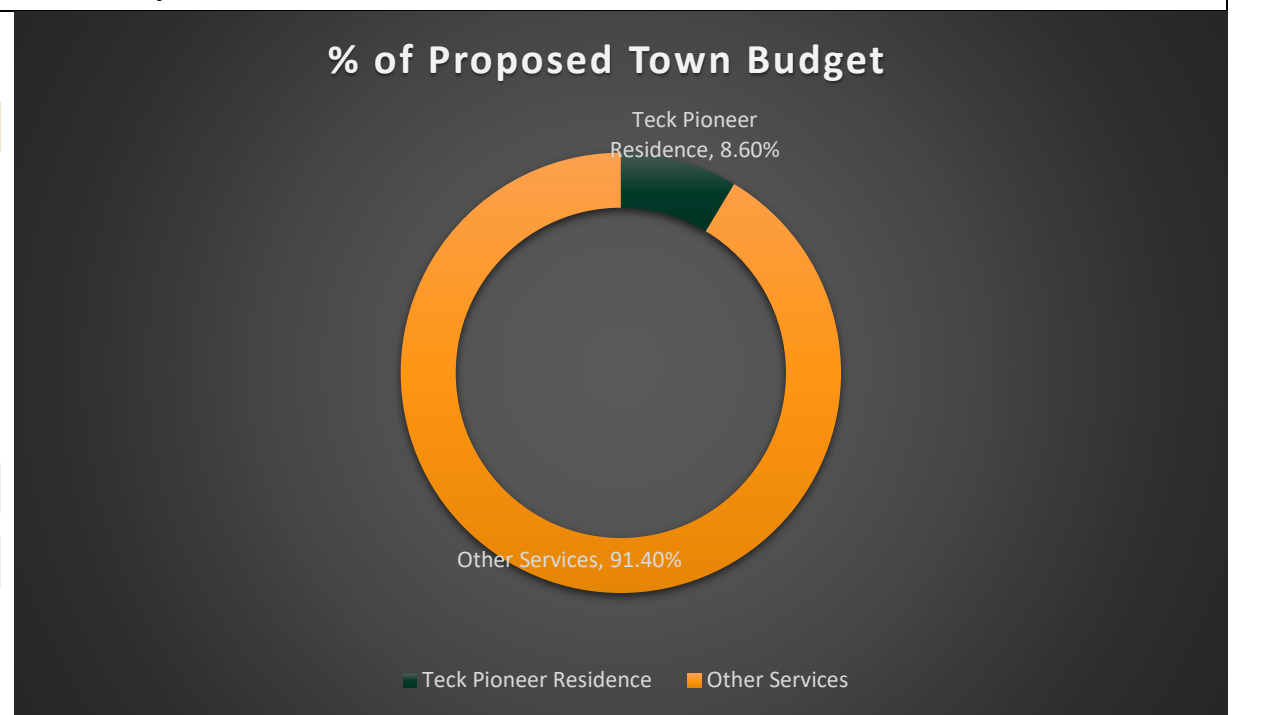
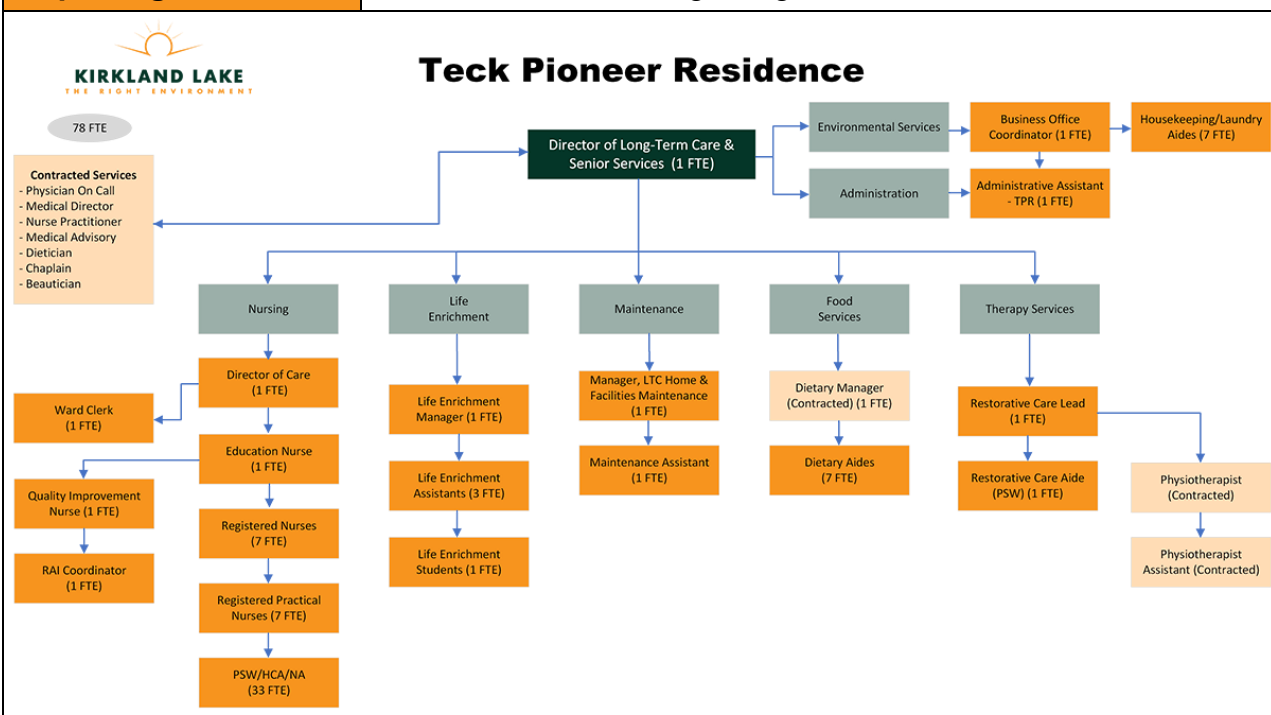
DEPARTMENTAL BUSINESS PLAN

TECK PIONEER RESIDENCE

Fiscal Year: 2024

Teck Pioneer Residence (TPR) is an 81-bed long-term care home that embraces an interdisciplinary approach to care and services. The primary goal is to fulfill the strategic priorities and operational aims, of both the Town and the residents within the home. All departments collectively work under the guidance of the Director of Long-Term Care and Seniors Services, ensuring compliance with all Ministry of Health and Long-Term Care Legislation and Regulations. TPR’s ultimate aim is to provide a safe, nurturing, and homelike environment within the community where residents can experience an enhanced quality of life. Above all, TPR staff are dedicated to delivering the highest standard of care, treating residents with the utmost respect, integrity, competence, and honesty, while addressing their unique and evolving needs

Reporting Divisions: Administration, Nursing, Programs, Restorative Care/Rehabilitation, Dietary, Environmental Services, and Maintenance.



Division: Teck Pioneer Residence	<p>Teck Pioneer Residence (TPR) is an 81-bed long-term care home that embraces an interdisciplinary approach to care and services. The primary goal is to fulfill the strategic priorities and operational aims, of both the Town and the residents within the home. All departments collectively work under the guidance of the Director of Long-Term Care and Seniors Services, ensuring compliance with all Ministry of Health and Long-Term Care Legislation and Regulations. TPR’s ultimate aim is to provide a safe, nurturing, and homelike environment within the community where residents can experience an enhanced quality of life. Above all, TPR staff are dedicated to delivering the highest standard of care, treating residents with the utmost respect, integrity, competence, and honesty, while addressing their unique and evolving needs</p>
Key Activities:	<ul style="list-style-type: none"> • Administration – In collaboration with the Treasury and Human Resource Department, manages financial and Human Resources. Internal Resident Billing and Trust account management, Accounts Payable and Accounts Receivable, Document and File management, Privacy, Adherence to Legislation and Regulations (MOHLTC – Fixing Long Term Care Homes Act) • Nursing (Includes Registered Nurses, Registered Practical Nurses, and Personal Support Workers), Behavioral Support, Liaison with the Medical Director and Nurse Practitioner as well as Pharmacy and other medical specialties, RAI coordinator (MDS+ - assessment completion which drives resident funding), Quality Improvement, Infection Control. –Under the direction of the Director of Care – provide 24-hour nursing care to all residents • Life Enrichment – Under the direction of the Life Enrichment Coordinator - delivery of social and recreational programming (physical, emotional, spiritual, social, and intellectual) to all residents through individual programming, and group activities. Volunteer management within the home. • Environmental Services – The housekeeping department ensures daily cleaning of all areas of the home including resident rooms and washrooms, common areas such as lounges, dining rooms, and lobby. Increased cleaning and disinfection of high traffic and frequently touched surfaces, especially during times of outbreak. Laundry services utilize facilities at Blanche River Health to complete all resident and facility laundry and return it to the home within 24 hours. • Food Services – Under the direction of the contracted Dietary Manager – the dietary department is responsible for delivering safe, quality, nutritious meals, and nourishment to all residents within their diet orders and restrictions. Meals are prepared at Blanche River Health and served by TPR staff. The Contract Dietitian determines food and fluid targets for all residents. • Therapy Services – Led by the Restorative Care Coordinator – this team assists each resident in maintaining or improving functional activities of daily living (grooming, bathing, dressing, toileting) and mobility. Restorative care and physiotherapy work closely to ensure residents continue to be as independent as possible, and safe from injury from falls. This is done through risk assessment, therapy programming, and a needs assessment including mobility needs. • Maintenance – Led by the maintenance manager, this department is responsible for attending to the ongoing upkeep and repairs required in the home, managing the HVAC systems, security, and call bell systems. Groundskeeping and snow removal are managed on a seasonal basis. Repairs and maintenance of the home ensure we meet the safe and secure home legislation.

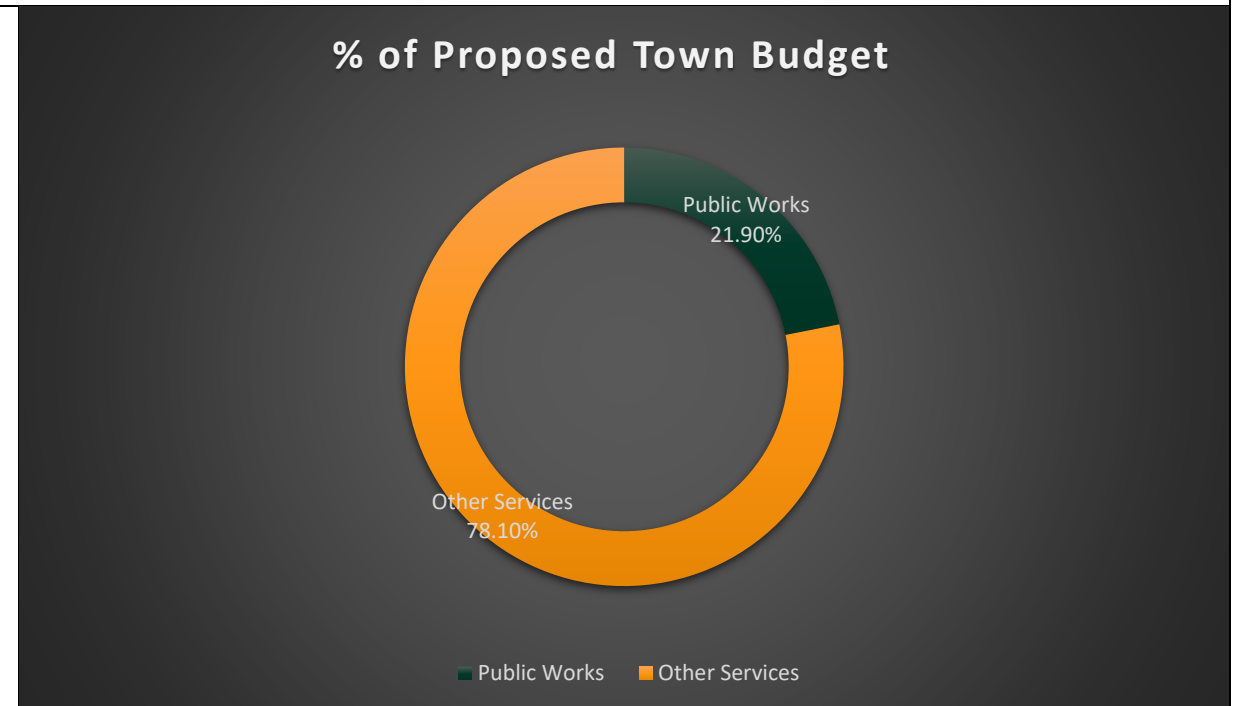
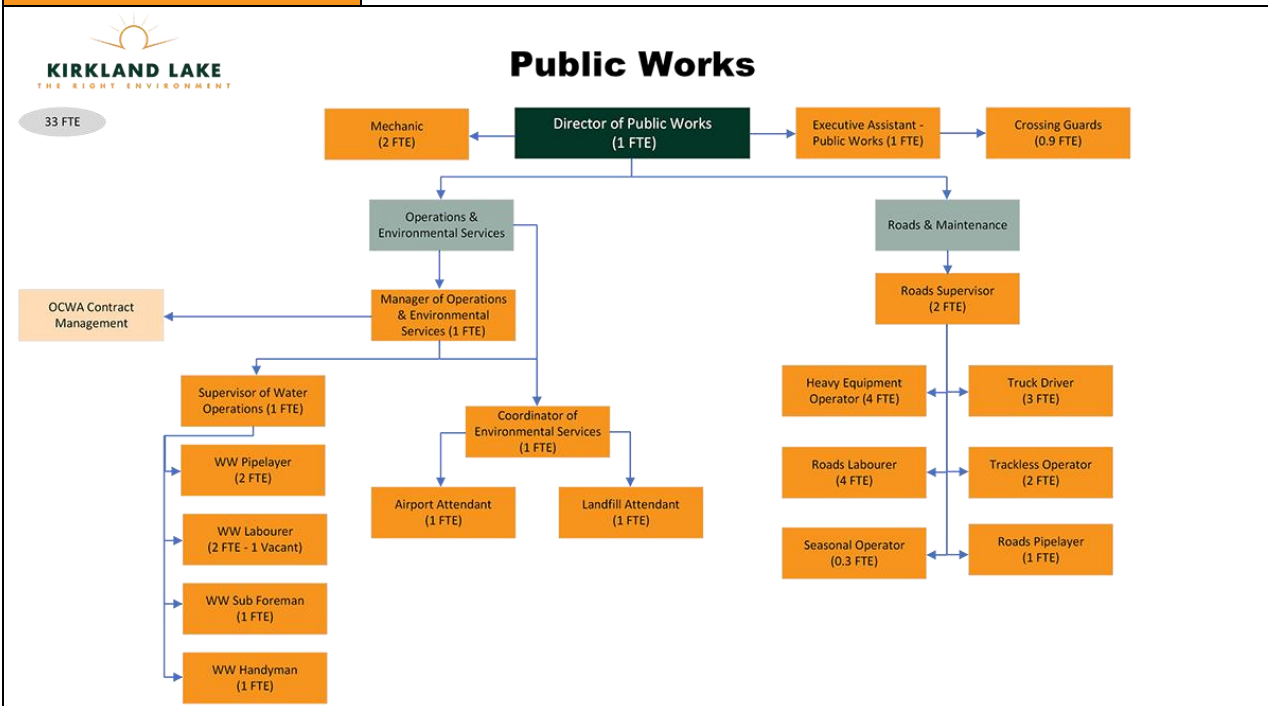
Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Achieve minimum 4 hours of care/ resident/day as set by Ministry of Health and Long Term Care	Service Excellence	Retain and attract the best talent through positive work environment and strong collaborative corporate culture, and through the development and implementation of human resources policies and best practices, to support the aim of making the Town of Kirkland Lake and employer of choice	Q3 2024	Yes	Systemic	The home has continually increased the staffing ratios based on increases to funding. The barrier to achieving this goal is attraction of skilled and trained nursing staff
Implement RNAO Clinical Pathways and Pointclickcare skin and wound modules	Service Excellence	Embrace modern technologies that will promote customer service and increase efficiency and access	Q2 2024	Yes	Technological	MOHLTC Clinical Support Tools funding
Annual policy reviews	Sustainable Core Services	Provide clear, fair and consistent regulations and policies governing municipal operations	Q4 2024	N/A	Systemic	
Quality Improvement Plan	Sustainable Core Services	Develop and implement key performance indicators to evaluate the efficiency and effectiveness of service delivery	Q2 2024	N/A	N/A	

Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'	
Investigate opportunities to enhance the continuum of care delivery from home to LTC	Vibrant and prosperous community	Invest in infrastructure projects that facilitate residential growth, business expansion and increased housing options.	Q4 2024	N/A		Communities with options for senior apartments, retirement living, and long-term care on the same campus are appealing to the aging population

PUBLIC WORKS

The Public Works Department manages many of the Town’s operations that enable our residents to go about their daily lives. The Department is responsible for planning, designing, constructing, operating, and maintaining Town infrastructure assets including roads, water treatment, and distribution networks providing clean drinking water and a reliable sanitary sewer system and stormwater drainage system. The Department is also responsible for environmental services related to waste management, climate change and sustainability initiatives. Responsibility for airport operations also is a function of the PW Department.

Reporting Divisions: Roads, Environmental Services, and Airport



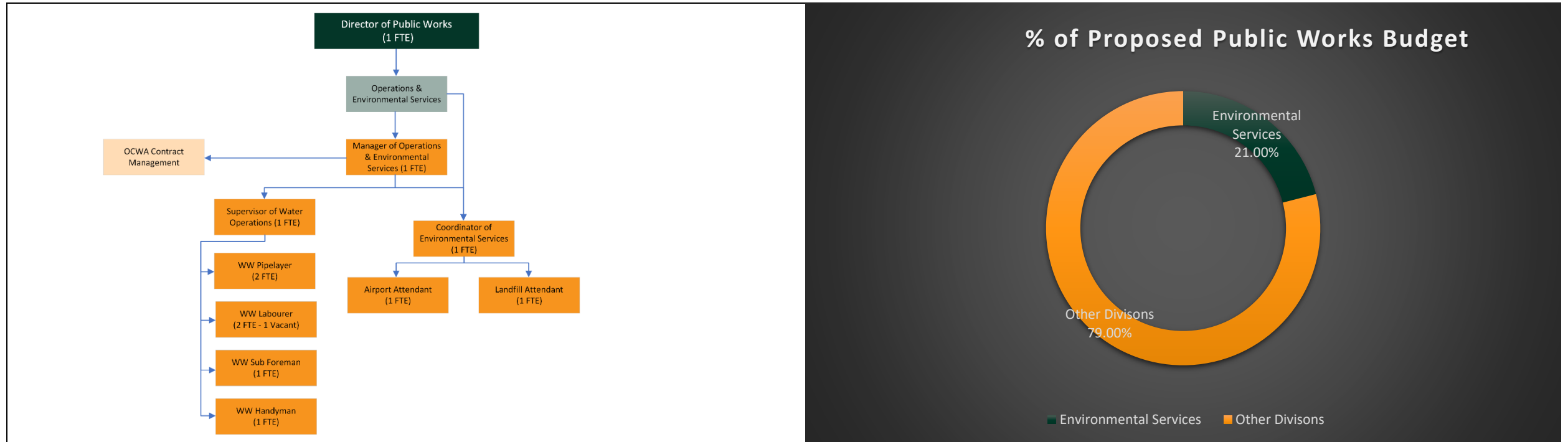
*it should be noted that Water and Wastewater have their own budget and are not reflected in the Public Works budgeted figures throughout this DBP

<div>Division:</div> <div>Environmental Services</div>	<p>Reporting to the Director of Public Works the Environmental Services Division is responsible for keeping the community safe by providing clean drinking water and a reliable sanitary sewer system. The Drinking Water System consists of a Class 3 conventional design water treatment plant (Lionel Sherratt water treatment plant) and a Class 2 water distribution system. The Ontario Clean Water Agency (OCWA) is the accredited operating authority and is designated as the Overall Responsible Operator for both the water treatment and water distribution facilities. The plant is Class 3, and has a rated daily capacity of 22,500m3. The water filtration plant draws water from Gull Lake at a maximum rate of 15,625L/min, and up to 22,500,000L/day (22,500m3 /day) as approved under the Permit to Take Water Number 5882-APGJY8. This Division is also responsible for waste management which includes the landfill, and the undertaking of environmental initiatives. Operations of the de-certified Airport, which consists of 1163 meters of paved runway with a terminal and hanger, and meeting Transport Canada regulations is also a function of this Division.</p>
<div>Key Activities:</div>	<p>The Environmental Services Division is responsible for the day-to-day operations, maintenance, repair, and compliance monitoring for both Water Distribution and Wastewater Collection Systems within the Town of Kirkland Lake. Staff within this Division must follow Drinking Water Quality Management System (DWQMS) and Quality Environment Management System (QEMS) Compliance. Activities also include but not limited to: regular maintenance, exercising of main valves, hydrant maintenance, water meter operations, repairs and maintenance to all water/sewer infrastructure. Waste Management is also a component of the Environmental Services Division. This involves the general operation of the landfill site and all environmental aspects associated with the Ministry of Environment, Conservation and Parks (MECP) and the coordination of Waste/Recycling contracts. Activities also include: the development and implementation of monitoring wells maintenance programs, ensuring landfill meets all protocols involved with waste management programs (tire recycling, electronic recycling etc.) The Division also undertakes promotion of Public Environmental Awareness and Implement Strategies to Recycle, Repurpose and Reduce Landfill Waste. One such program to address the latter is managing the Food Cycler Pilot Program. Through the duties of the Airport Attendant, the Division is also responsible for inspecting and maintaining all Airport facilities and equipment and managing and coordinating the day-to-day operations. Inspections are undertaken which include runway, and lighting systems in all areas. The Division also prepares and communicates through NavCanada all required airport operational advisories and notifications. The Attendant also maintains all licensing and memberships with AMCO and Transport Canada. Other operational activities include maintaining plane parking, preparing documents for landing fees, and fuel private/commercial/emergency aircraft.</p>

DIVISIONAL BUSINESS PLAN

ENVIRONMENTAL SERVICES DIVISION

Fiscal Year: 2024

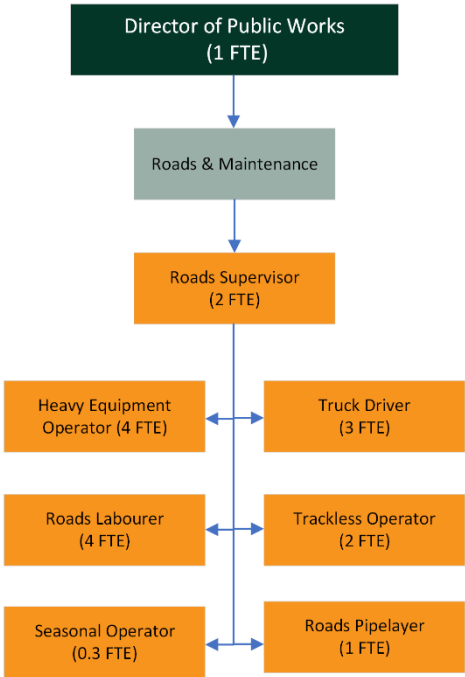


Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Upgrades to sewage treatment plant, distribution system, pumping stations etc.	Infrastructure	Prioritize infrastructure projects based on critical needs, aging systems, potential environmental risks, and community needs.	2024	Y	N/A	
Hazardous Waste Collection	Service Excellence	Assess points of contact with residents to identify ways to streamline communications, increase stakeholder engagement, demonstrate user-friendliness, and provide optimal service.	2024	Y	N/A	
Landfill Attendants Facility	Infrastructure	Prioritize infrastructure projects based on critical needs, aging systems, potential environmental risks, and community needs.	2024	Y	N/A	
Food Cycler Phase 2	Sustainable Core Services	Investigate strategies to reduce our environmental footprint.	2024	N	N/A	TBD
Investigate all the dead-end bleeders	Infrastructure	Assess points of contact with residents to identify ways to streamline communications, increase stakeholder engagement, demonstrate user-friendliness, and provide optimal service.	2024	Y	N/A	

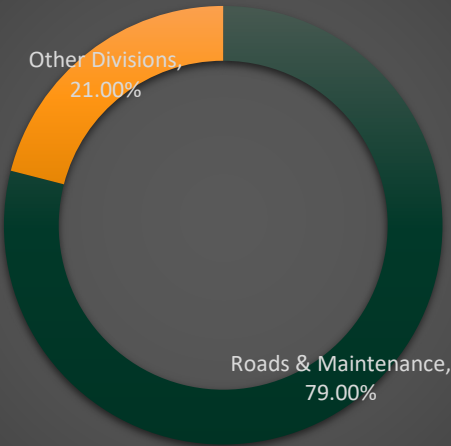
Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Develop and Implement a Valve Turning Program	Infrastructure	Assess points of contact with residents to identify ways to streamline communications, increase stakeholder engagement, demonstrate user-friendliness, and provide optimal service.	2024	Y	N/A	Costs are contained within the 2024 Public Works budget. However, there is always a possibility that maintenance issues might be discovered that would necessitate informing Council which may result in enhanced costs.
Premier Area/Development (Design Phase)	Infrastructure Vibrant and Prosperous Community	Proactively prepare and plan projects and continue to identify and apply for additional funding opportunities. Invest in infrastructure projects that facilitate residential growth, business expansion and increased housing options	2024	N	N/A	Housing Water Enabling Systems Fund
New Airport Lighting	Infrastructure	Prioritize infrastructure projects based on critical needs, aging systems, potential environmental risks, and community needs.	2024	Y	N/A	

Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'	
Repair of Runway	Infrastructure	Prioritize infrastructure projects based on critical needs, aging systems, potential environmental risks, and community needs.	2024	Y	N/A	

<div> <div>Division: Roads & Maintenance</div> </div>	<div> <p>Reporting to the Director of Public Works the Roads & Maintenance Division is responsible for road maintenance, repairs, and winter control in accordance with Minimum Maintenance standards (Ontario Regulation 239/02) set by the province. The Division delivers a wide range of services and large capital works projects, including road construction and sidewalk maintenance.</p> </div>
<div> <div>Key Activities:</div> </div>	<div> <p>The Roads & Maintenance Division is responsible for the Daily Operations for the Town’s Roads and Infrastructure within Public Works Department. This Division, through the Roads Supervisor ensures employees are in compliance with Safety Procedures, Safe Operation of all Equipment/Vehicles within Regulations, Standards and Company Policies. The Roads & Maintenance Division involves many responsibilities including: Road Surface Rehabilitation, Paving/Gravel Resurfacing, Storm Sewer Maintenance, Sidewalk/Curbside Maintenance, Winter Maintenance (plowing, snow removal, sanding, salting) to ensure all roads and maintained sidewalks are within Regulations for Public Safety. The Division is also responsible for Tree Trimming and Removal to maintain safety of all roadways. Further activities include: the beautification of the Downtown Core (installation of planters, flags and banners); managing the Commemorative Lighting Program; and inspections of all municipal equipment/vehicles, and ensuring they are all in good running order and operate in safe conditions.</p> </div>



% of Proposed Public Works Budget

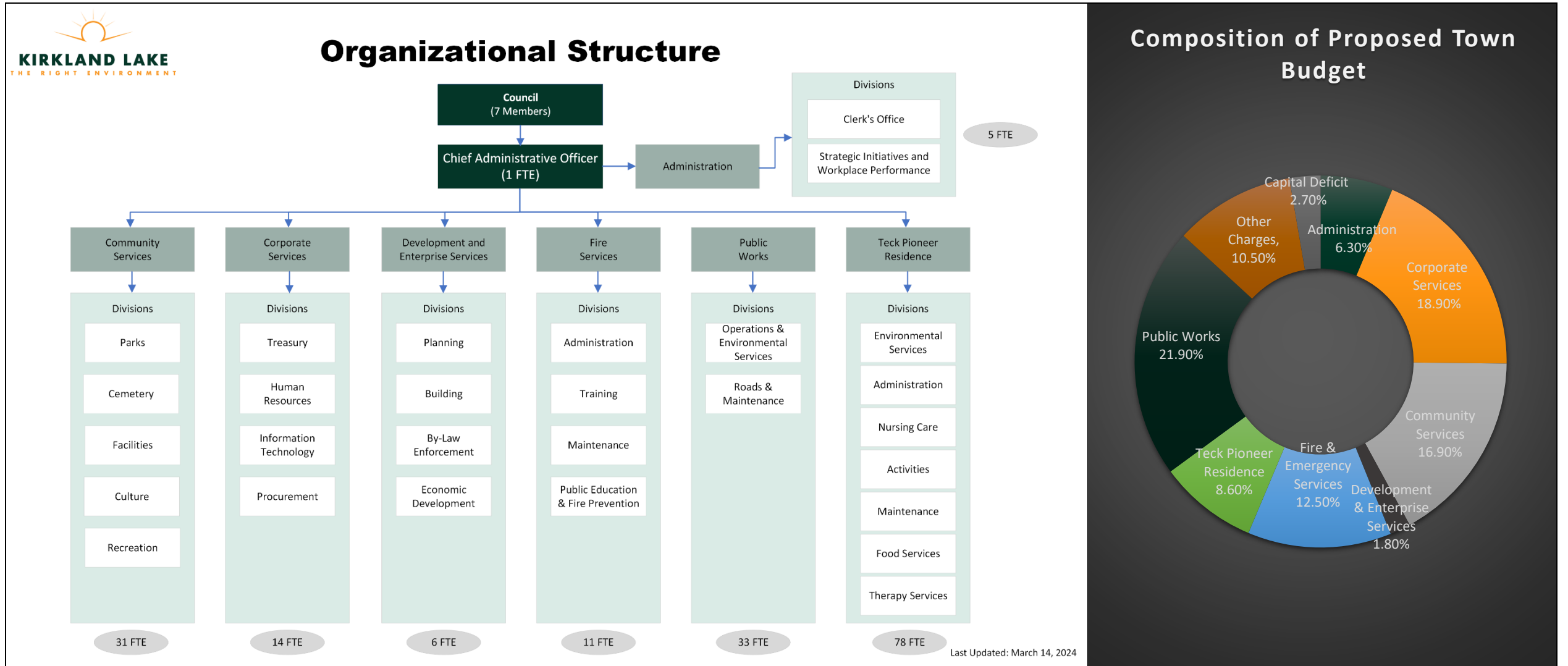


■ Roads & Maintenance
 ■ Other Divisions

Initiatives and Projects	Strategic Priority	Strategic Action	Estimated Completion	Included in Budget (Y or N)	Accessibility Impact(s)	Comments
			YYYY		<i>Built Environment, Communication, Attitudinal, Technological, Systemic, Standard Operations'</i>	
Taylor Avenue Design Full Reconstruction	Infrastructure	Prioritize infrastructure projects based on critical needs, aging systems, potential environmental risks, and community needs.	2024	Y	Build Environment	Unexpended portion of project from 2023 budget to be financed from 2024 reserves.
Taylor Avenue Reconstruction	Infrastructure	Prioritize infrastructure projects based on critical needs, aging systems, potential environmental risks, and community needs.	2024	Y	Build Environment	Funded through Gas tax, OCIF, and Nords
Government Road – Connecting Link	Infrastructure	Prioritize infrastructure projects based on critical needs, aging systems, potential environmental risks, and community needs.	2024	Y	Build Environment	\$1,133, 548.00 funded through Ontario's Connecting link program, and gas tax
Equipment purchases to enhance service delivery	Service Excellence	Embrace modern technologies that will promote customer service and increase efficiency and access.	2024	Y	N/A	

ORGANIZATIONAL STRUCTURE AND PROPOSED BUDGET

Fiscal Year: 2024





THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 24-017

BEING A BY-LAW TO ESTABLISH THE REMUNERATION FOR MEMBERS OF COUNCIL FOR THE TOWN OF KIRKLAND LAKE

WHEREAS under Section 8 of the *Municipal Act*, S.O. 2001, c. 25, as amended (herein referred to as the *Municipal Act*) a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS under Section 283(1) of the *Municipal Act*, a municipality may pay any part of the remuneration and expenses of the members of any local board of the municipality and of the officers and employees of the local board;

AND WHEREAS at its December 5, 2023 Regular Meeting Council resolved to continue with the same rates as was previously established for the year 2023 in this Term of Council;

AND WHEREAS Council resolved that a 1% increase be presented as part of the Town's 2024 Operating Budget deliberations;

AND WHEREAS at its March 19, 2024 Regular Meeting, Council resolved to dispense with a 1% increase to their Remuneration, and adopt Policy No. CNCL2024-001 Council Remuneration Policy taking effect on January 1, 2025;

AND WHEREAS an adjustment must be made to language in the said by-law Establishing Reimbursement for Missed Employment due to Council Functions in the year 2024;

NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF KIRKLAND LAKE ENACTS AS FOLLOWS:

- 1 **THAT** the Mayor be paid an annual remuneration of \$37,855.10 payable \$1,455.97 bi-weekly.
- 2 **THAT** the Councillors of the Town of Kirkland Lake be paid an annual remuneration of \$13,691.96 payable \$526.61 bi-weekly.
- 3 **THAT** the annual remuneration paid to Members of Council shall be paid in equal bi-weekly instalments by way of direct deposit through the Town's payroll system.
- 4 **THAT** the remuneration for any member of Council may be reduced by the sum of \$50.00 for each meeting absence if a resolution is passed by Council indicating such.
- 5 **THAT** any member of Council may be reimbursed at the value of a member's wages as submitted, per day, for up to 6 days per annum, if they are missing employment due to attending a Council function. The Council member must obtain prior approval from Council by way of resolution to obtain reimbursement.
- 6 **THAT** benefits for members of Council shall be adjusted as per the negotiated Collective Agreement between The Corporation of the Town of Kirkland Lake and CUPE Local 26.
- 7 **THAT** members of Council shall not be entitled to any form of severance pay upon ceasing to be a member of Council prior to the completion of their elected term.

- 8 **THAT** By-Law 23-081 is hereby repealed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 2nd DAY
OF APRIL, 2024.**

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 24-018

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE TOWN OF KIRKLAND LAKE TO ENTER INTO AN AGREEMENT WITH ONTARIO NURSES' ASSOCIATION LOCAL 215

WHEREAS the *Municipal Act*, 2001, c.25, as amended, ("the *Municipal Act*") authorizes a municipality to enact by-laws for the purpose of entering into an agreement for the purposes of the municipality;

AND WHEREAS Section 10 (1) of the *Municipal Act*, authorizes single-tier municipalities to provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS the Ontario Nurses Association Local 215 (ONA Local 215) is the certified bargaining agent for certain employees of The Corporation of the Town of Kirkland Lake ("the Town");

AND WHEREAS Council wishes to renew its Collective Agreement with the ONA Local 215 with respect to establishing and maintaining collective bargaining relations between the Town and its employees;

AND WHEREAS on October 19, 2023, the Negotiating Team entered into a Memorandum of Agreement agreeing to a Collective Agreement, subject to ratification;

AND WHEREAS Council approved the updated Memorandum of Agreement with the Ontario Nurses' Association Local 215 on November 7, 2023;

NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF KIRKLAND LAKE ENACTS AS FOLLOWS:

- 1** This By-Law shall be entitled "**ONA Local 215 Collective Agreement 2023-2025 By-Law**".
- 2** **THAT** the Mayor and Municipal Clerk are hereby authorized to sign the Collective Agreement between The Corporation of the Town of Kirkland Lake and Ontario Nurses' Association Local 215 (ONA Local 215) marked as Schedule "A" to this By-Law and to affix thereto the Corporate Seal.
- 3** **THAT** this By-Law shall come into force and effect immediately upon passage.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 2ND DAY OF APRIL, 2024.

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 24-019

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS
MEETING HELD APRIL 2, 2024**

WHEREAS Subsection 5(1) of the *Municipal Act*, 2001, S.O. 2001, Chapter 25 (hereinafter referred to "*Municipal Act*") provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS Subsection 5(3) of the *Municipal Act* provides that the powers of every Council are to be exercised by by-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Town of Kirkland Lake at this meeting be confirmed and adopted by by-law;

**NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION
OF THE TOWN OF KIRKLAND LAKE ENACTS AS FOLLOWS:**

- 1** **THAT** the actions of the Council of the Town of Kirkland Lake in respect of each motion passed and other actions taken by the Council of the Town of Kirkland Lake at this meeting are hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-Law.
- 2** **THAT** the Mayor and Officers of the Town of Kirkland Lake are hereby authorized and directed to do all things necessary to give effect to the actions of the Council of the Town of Kirkland Lake or to obtain approvals where required as referred to in the preceding sections.
- 3** **THAT** the Mayor and the Municipal Clerk are hereby authorized to execute all documents necessary on behalf of the Council and to affix thereto the Corporate Seal of The Corporation of The Town of Kirkland Lake.
- 4** **THAT** this By-Law comes into force upon adoption by Council of the Town of Kirkland Lake.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 2ND DAY
OF APRIL, 2024.**

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk