

**The Corporation of the Township of Brock**

**Council Agenda**

**Municipal Administration Building**

**Electronic Meeting**

**Session Six**

**Monday, June 08, 2020**

1. **Call to Order & Moment of Silence – Mayor Debbie Bath Hadden – 9:30 a.m.**
2. **Disclosure of Pecuniary Interest and Nature Thereof**
3. **Announcements from Council and Staff - suspended until further notice**
4. **Presentations - suspended until further notice**
5. **Delegations and/or Petitions - none**
6. **Consent Agenda**

**a) Adoption of Minutes of Previous Meeting**

- 1) 5<sup>th</sup> Meeting – May 25, 2020

**Resolution**

That the minutes of the 5<sup>th</sup> Council meeting, as held on May 25, 2020, be approved.

**b) Reports**

- 634** Laura Barta – Report: 2020-CO-16, Financial Update Report – May 2020

**Resolution**

That staff report 2020-CO-16, Financial Update – May 2020 be received for information.

- 635** Laura Barta – Report: 2020-CO-15, Indexing of Municipal Development Charges

**Resolution**

That staff report 2020-CO-15, Indexing of Municipal Development Charges be received for information.

**c) Correspondence**

- 609** The Regional Municipality of Durham – Recommendations re: Waiving of Overage Charges on LTE Network for Rural Mobile Phone Subscribers

**Resolution**

That the Township of Brock endorse the Region of Durham's resolution on "Waiving of Overage Charges on LTE Network for Rural Mobile Phone Subscribers" as contained in communication no. 609.

- 616** Ann and Brian Hawley, Villa Vida Loca Market – Request for hot dog cart licence

**Resolution**

That communication no. 616 be received; and further that Council approve the request contained in communication no. 616.

- 617 The Regional Municipality of Durham – Recommendations re: New Durham Tourism Brand

**Resolution**

That communication no. 617 be received for information and filed.

- 620 City of Pickering – Resolution: Poverty Reduction Approach in the City of Oshawa

**Resolution**

That communication no. 620 be received for information and filed.

- 627 Brenda Andress – Fence Request

**Resolution**

That communication no. 627 be received for information and filed.

- 628 Municipality of Clarington – Resolution: Grant Support for Municipalities

**Resolution**

That communication no. 628 be received for information and filed.

- 629 Township of Scugog – Resolution: Correspondence from the Town of Whitby – Provincial Electric Vehicle Rebate Program

**Resolution**

That communication no. 629 be received for information and filed.

**d) Reports of Committees**

**e) Motions**

**f) By-laws**

- 1) By-Law Number 2947-2020 – Being a by-law to amend by-law number 2722-2017-AP, being a by-law to adopt an organizational structure and plan of employee benefits for certain employees of the Township of Brock

**Resolution**

That By-law Number 2947-2020, to amend by-law number 2722-2017-AP, being a by-law to adopt an organizational structure and plan of employee benefits for certain employees of the Township of Brock, be read a first, second and third time and passed in open Council and that the Mayor and Clerk were authorized to sign the by-law on behalf of the municipality and to have same engrossed in the by-law book.

- 2) By-Law Number 2948-2020 – Being a By-law to authorize the Corporation of the Township of Brock to enter into an agreement with the Canadian Union of Public Employees and its Local 1652

**Resolution**

That By-law Number 2948-2020, to authorize the Corporation of the Township of Brock to enter into an agreement with the Canadian Union of Public Employees and its Local 1652, be read a first, second and third time and passed in open Council and that the Mayor and Clerk were authorized to sign the by-law on behalf of the municipality and to have same engrossed in the by-law book.

- 3) By-Law Number 2949-2020 – Being a By-law to appoint a Municipal Law Enforcement Officer for the Corporation of the Township of Brock, pursuant to Section 15 of the Police Services Act, R.S.O. 1990, as amended.

**Resolution**

That By-law Number 2949-2020, to appoint a Municipal Law Enforcement Officer for the Corporation of the Township of Brock, pursuant to Section

15 of the Police Services Act, R.S.O. 1990, as amended., be read a first, second and third time and passed in open Council and that the Mayor and Clerk were authorized to sign the by-law on behalf of the municipality and to have same engrossed in the by-law book.

- 4) By-Law Number 2950-2020 – Being a By-law to appoint a Municipal Law Enforcement Officer for the Corporation of the Township of Brock, pursuant to Section 15 of the Police Services Act, R.S.O. 1990, as amended.

**Resolution**

That By-law Number 2950-2020, to appoint a Municipal Law Enforcement Officer for the Corporation of the Township of Brock, pursuant to Section 15 of the Police Services Act, R.S.O. 1990, as amended, be read a first, second and third time and passed in open Council and that the Mayor and Clerk were authorized to sign the by-law on behalf of the municipality and to have same engrossed in the by-law book.

**g) Confirm the following**

**7. Items Extracted from Consent Agenda**

**8. Notices of Motions**

**9. Other Business**

- 1) Beaverton Harbour Dredging Update

**10. Public Questions and Clarification - suspended until further notice**

**11. Closed Session**

- 1) Personal Matter

Pursuant to Section 239(2)(b) of the Municipal Act, 2001 to discuss personal matters about an identifiable individual, including municipal or local board employees.

- 2) Employee Personal Matter

Pursuant to Section 239(2)(b) of the Municipal Act, 2001 to discuss personal matters about an identifiable individual, including municipal or local board employees.

**12. Confirmation By-law**

By-law Number 2952-2020 – to confirm the proceedings of the Council of the Corporation of the Township of Brock at its meetings held on June 8, 2020.

**13. Adjournment**

**The Corporation of the Township of Brock**

**Council Minutes - Draft**

**Electronically**

**Session Five**

**Monday, May 25, 2020**

The Fifth Meeting of the Council of the Township of Brock, in the Regional Municipality of Durham, was held on Monday, May 25, 2020, in the Municipal Administration Building Council Chamber.

Members present: Mayor: Debbie Bath-Hadden  
Regional Councillor: W.E. Ted Smith  
Councillors: Michael Jubb  
Claire Doble  
Walter Schummer  
Cria Pettingill  
Lynn Campbell

Staff Members present: Municipal Clerk Becky Jamieson  
(recording the minutes)  
Deputy Clerk Deena Hunt  
CAO Robert Lamb  
Treasurer Laura Barta  
Director of Public Works Paul Lagrandeur  
Facilities Coordinator Craig Belfry  
Fire Chief Rick Harrison  
Planner Debbie Vandenakker

**1. Call to Order and Moment of Silence**

Mayor Bath-Hadden called the meeting to order at 9:30 a.m. and requested a moment of silence in acknowledgement of the loss of lives due to Covid-19.

**2. Disclosure of Pecuniary Interest and Nature Thereof**

None

**3. Announcements from Council and Staff**

Mayor Bath-Hadden welcomed Mr. Craig Belfry to the role of Facilities Coordinator for the Township of Brock.

**4. Presentations**

Suspended until further notice.

**5. Hearing of Delegations and/or Petitions**

1) Mr. Steve Stewart, Deloitte – Presentation of Financial Statements

Mr. Steve Stewart advised that the financial statements were prepared in accordance with the Public Sector Accounting Standards. He advised that Deloitte provided an unmodified audit opinion, dated April 29, 2020, on the year end financial statements dated December 31, 2019, which presented fairly in all material respects. He advised that the materiality level was set at \$420,000, there were no errors found, and the internal controls relevant to the financial reporting process were reviewed with no issues found. He expressed appreciation for staff's efforts with respect to the audit which was carried out remotely in a timely manner.

Mr. Stewart advised that the Township's financial position is good reminding members that the Public Sector Accounting Standards is not equivalent to Municipal Accounting Standards. He noted that the \$75 million stated on the report is invested in capital assets and would be amortized to zero eventually.

**6. Consent Agenda**

Resolution Number 1-5

MOVED by Claire Doble and SECONDED by Cria Pettingill that the items listed in Section 6, Consent Agenda (a) be approved save and except communication numbers 573 and 585.

MOTION CARRIED

**(a) Adoption of Minutes of Previous Meetings**

(1) 4th Council meeting – May 11, 2020

Resolution Number 2-5

That the minutes of the 4th Council meeting as held on May 11, 2020, be approved.

**(b) Reports**

574 Laura Barta – Report: 2020-FI-06, Municipal Reserves, Reserve Funds and Trust Funds

Resolution Number 3-5

That staff Report: 2020-FI-06, Municipal Reservices, Reserve Funds and Trust Funds be received for information.

575 Laura Barta – Report: 2020-FI-05, Annual Statement of the Development Charges Reserve Fund for the Year Ending December 31, 2019

Resolution Number 4-5

That staff Report: 2020-FI-05, Annual Statement of Development Charges Reserve Fund be received for information.

576 Laura Barta – Report: 2020-FI-04, Annual Building Permit Fee Report – for the 2019 Fiscal Year

Resolution Number 5-5

That staff Report: 2020-FI-04, Annual Building Permit Fee Report – for the 2019 Fiscal Year be received for information.

577 Laura Barta – Report: 2020-FI-03, Annual Leasing Report – for the 2019 Fiscal Year

Resolution Number 6-5

That staff Report: 2020-FI-03, Annual Leasing Report – for the 2019 Fiscal Year be received for information.

**(c) Correspondence**

525 The Regional Municipality of Durham, Planning Division – Monitoring of Growth Trends, File: D01-02-01, Commissioner’s Report #2020-INFO-30

Resolution Number 7-5

That communication number 525 be received for information and filed.

531 Municipality of Clarington – Resolution: Provincial Electric Vehicle Rebate Program

Resolution Number 8-5

That communication number 531 be received for information and filed.

537 Municipality of Clarington – Resolution: Region of Durham Mixed Waste Pre-Sort and Anaerobic Digestion Organics Processing Facility – Site Selection Process Municipal Comments on Evaluation of Short-List of Sites and Identification of Preferred Site

Resolution Number 9-5

That communication number 537 be received for information and filed.

559 Nicholas Helt – Food Truck Request

Resolution Number 10-5

That communication no. 559 be received; and further that Council approve the request contained in communication number 559.

566 City of Oshawa – Letter to Prime Minister: Request for Financial Assistance to Municipalities as a result of COVID-19

Resolution Number 11-5

That communication number 566 be received for information and filed.

567 City of Oshawa – Letter to Premier of Ontario: Request for Financial Assistance to Municipalities as a result of COVID-19

Resolution Number 12-5

That communication number 567 be received for information and filed.

581 Town of Whitby – Resolution: Corporate Services Department Report re: Preliminary Overview of the Financial Implications of COVID-19

Resolution Number 13-5

That communication number 581 be received for information and filed.

**(d) Reports of Committees**

None

**(e) Motions**

None

**(f) By-Laws**

None

**(g) Confirm the Following:**

- [REDACTED]
- [REDACTED]
- [REDACTED]

Resolution Number 14-5

That Brock Township Council acknowledge the following:

- [REDACTED]
- [REDACTED]
- [REDACTED]

**7. Items Extracted from Consent Agenda**

573 Laura Barta – Report: 2020-FI-07, Township of Brock 2019 Annual Investment Report

There was discussion with respect to AMO’s One Investment Program and the requirement of an Investment Board for certain AMO products. It was noted that the Township invests in AMO’s high interest savings accounts.

Resolution Number 15-5

MOVED by Cria Pettingill and SECONDED by W.E. Ted Smith That staff Report: 2020-FI-07, Township of Brock 2019 Annual Investment Report be received for information.

MOTION CARRIED

585 Debbie Vandenaeker – Report: 2020-BPE-02, Summary of updates from the Provincial Policy Statement (PPS) 2020

The Planner advised that the PPS changes focus on employment lands and the definitions of housing options, noting that the municipal by-law would be amended to conform with the changes in the PPS. She advised that existing or planned industrial lands, manufacturing or other uses that are vulnerable to encroachment must be protected by ensuring that the planning and development of proposed adjacent sensitive land uses (residential for example) are only permitted in accordance with Provincial guidelines.

There was discussion with respect to the continued protection of environmental lands and it was noted that there have been no changes affecting the measures in place.

Resolution Number 16-5

MOVED by Cria Pettingill and SECONDED by W.E. Ted Smith That staff Report: 2020-BPE-02, Summary of updates from the Provincial Policy Statement (PPS) 2020 be received for review and comment.

MOTION CARRIED

**8. Notices of Motions**

None

**9. Other Business**

(1) Item referred from May 11, 2020 Council meeting – Beaverton Harbour Parking

604 Becky Jamieson – Report: 2020-PS-03, Beaverton Harbour Parking

Resolution Number 17-5

MOVED by Claire Doble and SECONDED by Michael Jubb That Report: 2020-PS-03, Beaverton Harbour Parking, be received for information;

That all individuals who berth at the Beaverton Harbour receive one parking pass that permits parking at the Harbour PI Crescent/Beaverton parking lot (Lot A) from May 1st – October 31st (to coincide with their berthing slip) as part of their annual berthing fee;

That the Fairgrounds West Lot (Lot B) be extended and that the new extension is for trailers only and the existing parking lot (Lot B) is for vehicles only from May 1st to October 31st (appropriate signage to be installed). Overflow trailer parking will be at the arena parking lot from May 1st to October 31st;

That the cost of the parking lot extensions estimated at \$15,000 and appropriate signage \$1,500 be funded from the Committed Projects Reserve;

That a new parking permit process be implemented for the Beaverton Harbour for 2020 and a report on how it went be provided to Council with any recommended changes when the parking by-law amendments come forward in the fall of 2020:

1. That Boat House Owners be provided one (1) parking pass free of charge for the parking spot in front of their boat house valid January 1st to December 31st;
2. That any Township of Brock taxpayer can purchase seasonal parking passes for \$100 each for the Beaverton Arena Parking Lot (Lot C) and/or Fairgrounds West parking lot (Lot B) which are valid from April 1st to October 31st;
3. That any Township of Brock taxpayer can purchase a month parking pass for \$20 each for the Beaverton Arena Parking Lot (Lot C) and/or Fairgrounds West parking lot (Lot B);
4. That a visitor short-term overnight parking permit process be developed as part of the parking by-law review and be implemented for 2021;
5. That staff look at charging non-residents/non-property owners a fee to park in Lot A and Lot B during the day from May 1st – October 31st;
6. That one (1) unload/load spot be designated at Lot A with appropriate signage;
7. That any Township of Brock taxpayer that purchases a Seasonal parking pass and who has a valid handicap/accessibility permit shall be permitted to park in Lot A.

Discussion ensued with respect to removing the option for Thorah Island Residents to be provided one parking pass free of charge for the Fairgrounds West parking lot. There was discussion with respect to increasing the seasonal parking pass fee to \$100 versus \$50, and the month parking pass to \$20 versus \$15 to adequately cover the program costs and maintenance of the parking lots. Concerns were expressed for the availability of daytime parking spaces at the harbour. Further discussion ensued with respect to not permitting RV's (recreational mobile vehicles) to park within the indicated lots.

There was discussion with respect to the extension of the fairgrounds west parking lot which would be gravel only and that all parking lots would be monitored and any suggested changes would be brought to Council for review. It was noted that the passes for berthing at the harbour would be based on the property address and the specific details for seasonal passes are to be determined.

#### Resolution Number 17-5

MOVED by Claire Doble and SECONDED by Michael Jubb That Report: 2020-PS-03, Beaverton Harbour Parking, be received for information;

That all individuals who berth at the Beaverton Harbour receive one parking pass that permits parking at the Harbour PI Crescent/Beaverton parking lot (Lot A) from May 1st – October 31st (to coincide with their berthing slip) as part of their annual berthing fee;

That the Fairgrounds West Lot (Lot B) be extended and that the new extension is for trailers only and the existing parking lot (Lot B) is for vehicles only from May 1st to October 31st (appropriate signage to be installed). Overflow trailer parking will be at the arena parking lot from May 1st to October 31st;

That the cost of the parking lot extensions estimated at \$15,000 and appropriate signage \$1,500 be funded from the Committed Projects Reserve;



That a new parking permit process be implemented for the Beaverton Harbour for 2020 and a report on how it went be provided to Council with any recommended changes when the parking by-law amendments come forward in the fall of 2020:

1. That Boat House Owners be provided one (1) parking pass free of charge for the parking spot in front of their boat house valid January 1st to December 31st;
2. That any Township of Brock taxpayer can purchase seasonal parking passes for \$100 each for the Beaverton Arena Parking Lot (Lot C) and/or Fairgrounds West parking lot (Lot B) which are valid from April 1st to October 31st;
3. That any Township of Brock taxpayer can purchase a month parking pass for \$20 each for the Beaverton Arena Parking Lot (Lot C) and/or Fairgrounds West parking lot (Lot B);
4. That a visitor short-term overnight parking permit process be developed as part of the parking by-law review and be implemented for 2021;
5. That staff look at charging non-residents/non-property owners a fee to park in Lot A and Lot B during the day from May 1st – October 31st;
6. That one (1) unload/load spot be designated at Lot A with appropriate signage;
7. That any Township of Brock taxpayer that purchases a Seasonal parking pass and who has a valid handicap/accessibility permit shall be permitted to park in Lot A.

MOTION CARRIED

Resolution Number 18-5

MOVED by Lynn Campbell and SECONDED by Walter Schummer that Council break for a recess at 11:00 a.m.

MOTION CARRIED

Mayor Bath-Hadden reconvened the meeting at 11:12 a.m. with the same members of Council and staff in attendance with the exception of the Planner.

- (2) Item referred from May 11, 2020 Council meeting – Brock Emergency Response Benefit

607 Becky Jamieson and Laura Barta – Report: 2020-CO-14, Brock Emergency Response Benefit

Resolution Number 19-5

MOVED by Claire Doble and SECONDED by Lynn Campbell That Report: 2020-CO-14, Brock Emergency Response Benefit be received for information;

That Council authorize the Mayor and Clerk to enter into an agreement with South Lake Community Futures Development Corporation to administer the Brock Emergency Response Benefit as outlined in this report; and,

That Council authorize the Treasurer to transfer \$150,000 to South Lake Community Futures Development Corporation for the administration of the Brock Emergency Response Benefit.

There was discussion with respect to the Township providing financial assistance to eligible businesses in Brock that are facing difficulties during the pandemic, the Federal, Provincial and Regional financial programs available for local businesses, the limited number of businesses that this amount would assist, and the possible impact on the 2021 Budget. There was discussion with respect to the process for businesses to apply and the Township account to cover this funding.

Resolution Number 19-5

MOVED by Claire Doble and SECONDED by Lynn Campbell That Report: 2020-CO-14, Brock Emergency Response Benefit be received for information;

That Council authorize the Mayor and Clerk to enter into an agreement with South Lake Community Futures Development Corporation to administer the Brock Emergency Response Benefit as outlined in this report; and,

That Council authorize the Treasurer to transfer \$150,000 to South Lake Community Futures Development Corporation for the administration of the Brock Emergency Response Benefit.

MOTION CARRIED

Resolution Number 20-5

MOVED by Cria Pettingill and SECONDED by Claire Doble That the Brock Emergency Response Benefit be funded through the savings from the Public Works Program as a result of tenders coming in under budget.

There was discussion with respect to certain capital projects no longer viable for 2020 due to the pandemic, the anticipation of further savings within the capital budget projects, and concerns expressed for tenders that come in over budget as well as cost increases due to the pandemic. It was noted that the tender amounts do not include additional costs (consultants, extra materials, etc.), and future staff reports could clarify which capital budgeted items are not feasible for 2020 and the savings realized on completed projects.

Direction was provided to staff to include estimated consulting fees when reporting on tenders that require same.

Resolution Number 20-5

MOVED by Cria Pettingill and SECONDED by Claire Doble That the Brock Emergency Response Benefit be funded through the savings from the Public Works Program as a result of tenders coming in under budget.

MOTION CARRIED

(3) Councillor Cria Pettingill

Councillor Pettingill requested an update on the Township access points on Lake Simcoe. She requested an update on the actions of the Emergency Control Group and was advised that a report would be forthcoming.

(4) Councillor Michael Jubb

Councillor Jubb enquired whether all municipal asphalt roads would be swept and was advised in the affirmative.

(5) Councillor Claire Doble

Councillor Doble enquired as to the re-installation of traffic calming measures on the roads and was advised post street sweeping. There was discussion with respect to relocating the portable speed monitoring unit which is currently located at a beach road, and the purchase of similar units.

(6) Regional Councillor W.E. Ted Smith

Regional Councillor Smith requested the removal of a contractors silt fence.

**10. Public Questions and Clarification**

Suspended until further notice.

**11. Closed Session**

None

**12. Confirmation By-law**

By-law Number 2945-2020 – to confirm the proceedings of the Council of the Corporation of the Township of Brock at its meeting held on May 25, 2020

Resolution Number 21-5

By-law Number 2945-2020 – to confirm the proceedings of the Council of the Corporation of the Township of Brock at its meeting held on May 25, 2020, was read three times and passed in open Council. The Mayor and Clerk were authorized to sign the by-law on behalf of the municipality and to have same engrossed in the by-law book.

**13. Adjournment**

Resolution Number 22-5

MOVED by Lynn Campbell and SECONDED by Michael Jubb that we do now adjourn at 12:38 p.m.

MOTION CARRIED

\_\_\_\_\_  
MAYOR

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CLERK

# Reports



## THE CORPORATION OF THE TOWNSHIP OF BROCK

Finance Department

Treasurer to Council

Report: 2020-CO-16

Date: June 8, 2020

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### **SUBJECT**

Financial Update Report – May 2020

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### **RECOMMENDATION**

That the Council receive report 2020-CO-16, Financial Update Report for information.

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### **ATTACHMENTS**

May 2020 Financial Update

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### **REPORT**

#### **Background**

This report has been prepared using the May figures from the financial system for both years as they were reported on June 1, 2020 with the 2020 budget figures as approved by Council on March 2, 2020. The report focuses on overall budget variances utilizing transactions reported and posted to that date.

The December 2019 figures conform to the PSAB requirements including the capitalization of tangible asset purchases, annual asset amortization, and accrual for post-employment liabilities.

#### **Analysis Results**

A review of the Statement of Financial Position was completed and the following variances were noted:

1. The total Cash and Investment balances reported are 11.4% higher than that reported for the same period in 2019. The increase includes the amount collected and held in reserves to finance outstanding projects that were budgeted in prior years. It also includes grant amounts held as deferred revenue for projects that

are scheduled to be completed in 2020. The balance of cash held has increased substantially over the last few years due to the collection of Development Charges. These development related fund are held to cover the future costs of servicing the growth and are invested when possible.

2. The level of investments held is monitored to ensure funds are available to satisfy the Township's cash requirement. Investments held in the Township's portfolio are assessed on an ongoing basis to ensure they meet the requirements of section 418 of the Ontario Municipal Act, Ontario Regulation 438/97 and are made in accordance with the Township of Brock's Investment Policy.
3. The balance of Taxes Receivable outstanding at the end of May 2020 compared to the balance at the same time in 2019 is 4.2% lower in total dollar value. This decrease is very positive as last year's balance was one of the highest reported for more than eight years and further it was anticipated that this would be significantly higher due to the COVID-19 emergency issues. The balance receivable includes the interim tax billing for each year. As a percentage of the total taxes billed to date for 2020, the total taxes currently outstanding are 1.4% lower than those outstanding at the same time in the previous year.
4. The balance of General Accounts Receivable outstanding at the end of May 2020 compared to the balance at the same time in 2019 is 41.7% lower in total dollar value. The numbers are lower in part due to the payments of deferred Development Charges for two Non-profit housing developments and lower investment interest accruals. The amounts reported for HST are somewhat lower in total dollar value for 2020 due to the timing of payment for contracts.
5. The balance of Account Payable outstanding at the end of May 2020 compared to the balance at the same time in 2019 is 55.9% higher in total dollar value. The increase is primarily due to the delay in payment of 25% of the Region of Durham's Levy representing part of the second installment of the interim tax billing. The balance of this payment will be issued to the Region before July 1<sup>st</sup>.
6. The balance of Deferred Revenue at the end of May 2020 is 35.1% higher than that reported or the same period in 2019. This account includes unspent Development Charges collected from developers and Federal Gas Tax funding. Both have legislated restrictions on their use and must be held in a segregated Reserve Fund.

A review of the Revenues and Expenditures was completed and the following variances were noted:

1. Total revenue for 2020 is 20.4% lower than that reported for the same period last year.
  - Grants for both years include the first two installments of the Ontario Municipal Partnership Fund (OMPF). In both years the Township's grant includes the Northern and Rural Fiscal Circumstances Grant funding added to the program by

the Ministry in 2014.

- In 2019 the Township received a \$725,000 grant to modernize the operations. These funds were transferred to the Capital reserve fund and have been partially used to fund the cost related to implementing the new website; new phone system; new computers and upgrades to wiring in all Township facilities. Additional projects are planned to utilize the balance of the funding that will make the operation of the Township more efficient while allowing the public more on line options. In 2020 the Township was awarded additional modernization funds to complete an organizational review. The first installment of the funds for this review was advanced in April.
  - Other income is 32.1% lower than that reported for the same period in 2019. Two thirds of this shortfall relates to timing of financing transfers with the balance related to a decline in activity directly or indirectly related to the current state of emergency.
  - The interest and penalty charged on unpaid taxes to the end of May 2020 is 32.7% lower than that reported as charged in 2019. This decrease reflects the loss of penalty revenue for May (\$35,079.30) due to the penalty waiver along with the normal decrease associated with improved collection prior to COVID. It is important to note that this line item will continue to be lower than the prior year in coming months due to the implementation of Council's penalty waiver for the Month of June.
  - The miscellaneous revenue reported includes a payment of \$20,807 from the Durham Municipal Insurance Pool and represents a rebate of surplus. As in prior years, it was recommended that this surplus be transferred to the Insurance reserve fund and used to offset the cost of insurance risk related improvements. In the past few years the Township has used funds in this reserve to offset the cost of replacing sidewalks.
  - Other areas contributing to the overall decrease in revenue as a result of COVID-19 closures include Canine Control, Committee of Adjustment, Recreation Programs, Day Camp Programing, Arena and public building rentals.
2. Operating expenditures of \$4,490,394 are 17.5% lower in total than that reported for the same period last year. Some of this difference can be explained by the timing of posting payments and budget transfers:
- Expenditures for Winter Control to the end of May 2020 are 19.2% lower than the total reported for the same period in 2019. This decrease is due to weather conditions in the period and may be lower once the balance of May's machine time is posted. Expenditures in the five months represent 70.5% of the winter control budget for 2020 and 91.5% for 2019.
  - Expenditures in Sidewalks and Parking Lots also show a decrease to the end of

May 2020 in part due to lower invoicing for winter weather cleanup.

- Expenditures for employee wages and benefits to the end of May 2020 represent 39.2% of the total operating expenditures to date. The amount paid is somewhat lower than that reported for the same period in 2019 and the 2020 budgeted requirements. Payroll related costs represent between 40% and 47% of the operating budget for the Township annually. The 2020 totals are somewhat lower due to the effect of laying off part time and casual staff as a result of COVID-19.
  - Expenditures for By-Law are showing a significant increase in staff related costs. This increase can be directly related to the Provincial emergency as By-Law staff are now required to assist with enforcement of the Provincial orders.
  - Other areas contributing to the overall decrease in expenditures as a result of COVID-19 closures include Recreation Program costs not being incurred, Day Camp Program costs not being incurred, utilities related to public building are starting to reflect decreased usage, and any budgeted spending related to economic development initiatives is delayed. This is somewhat offset by Council's approval of the Business Economic Relief program with South Lake Community Futures Development Corporation.
3. The capital expenditures reported for May 2020 and those reported for the same period in 2019 are few in number. This is common for any year as few new projects are pursued until the budget is approved. Projects approved in prior budget years that are still ongoing have the approved funding held in reserve to complete the projects in the subsequent years.
- In 2020 payments were made towards the following:
    - Modernization of the Township's phone system;
    - Implementation of the new Township website;
    - Purchase of new computer equipment;
    - Windows for Beaverton Town Hall;
    - Installation of the Generator at the Sunderland Fire Hall;
    - New truck for the Canine Control department;
    - Consulting bills were paid related to Roads Department construction projects;
    - Work to complete the Beaverton Control Yard Building;
    - Beaverton Arena entrance door repair;
    - New Chiller for the Cannington Arena;
    - Consulting bills related to finalizing the drawing for the Sunderland Memorial Arena renovation project; and
    - Completion of the Manilla Hall renovation project.
  - In 2019 payments were made towards the following:
    - Renovations work at the Sunderland Town Hall;
    - Auto extrication equipment for the fire halls;
    - Consulting bills were paid related to Roads Department construction projects;
    - Work to complete the Beaverton Control Yard Building;
    - Tractor for the works yard; and

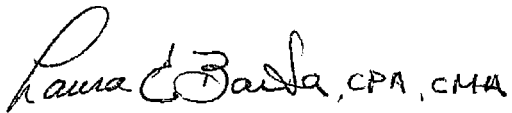


- Consulting bills related to finalizing the drawing for the Sunderland Memorial Arena renovation project.

**Conclusion**

The report is provided as information to the committee and will be updated monthly to reflect changes in the status of operating activity.

Respectfully submitted,



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Laura E. Barta, CPA, CMA  
Treasurer

Reviewed by,

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Robert J. Lamb Ec.D., CEcD  
Chief Administrative Officer/Deputy Clerk

**THE CORPORATION OF THE TOWNSHIP OF BROCK**  
**FINANCE COMMITTEE**  
**REPORT 2020-CO-16 - MAY 2020 FINANCIAL UPDATE**

	<u>MAY</u> <u>2020</u>	<u>MAY</u> <u>2019</u>	<u>DECEMBER</u> <u>2019</u>
<b>ASSETS</b>			
Bank / Cash on Hand	\$ 13,586,394	\$ 10,974,026	\$ 10,584,814
Accounts Receivable	481,950	826,332	980,763
Taxes Receivable	2,388,772	2,492,317	1,843,576
Investments	12,448,516	12,402,349	12,431,436
Prepays	15,275	1,392	25,381
Tangible Capital Assets	<u>60,991,516</u>	<u>59,843,320</u>	<u>60,991,516</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 89,912,423</u></b>	<b><u>\$ 86,539,736</u></b>	<b><u>\$ 86,857,486</u></b>
<b>LIABILITIES / SURPLUS</b>			
Accounts Payable	\$ 2,460,671	\$ 1,578,733	\$ 2,375,672
Deferred Revenue	9,393,946	6,952,777	8,102,878
Subdivider / Zoning Deposits	(98,823)	(38,406)	(94,107)
Debenture Debt	1,006,690	1,077,587	1,006,690
Post Employment Benefit Liability	460,100	521,800	460,100
Reserves	1,994,374	3,029,009	2,113,407
Opening Surplus (Deficit)	<u>72,892,846</u>	<u>70,735,159</u>	<u>70,867,756</u>
	88,109,804	83,856,659	84,832,396
Current Revenue - Current Expenditures	1,802,619	2,683,077	2,025,090
Amounts to be Recovered	<u>-</u>	<u>-</u>	<u>-</u>
<b>TOTAL LIABILITIES /SURPLUS</b>	<b><u>\$ 89,912,423</u></b>	<b><u>\$ 86,539,736</u></b>	<b><u>\$ 86,857,486</u></b>
<b>RESERVE FUNDS</b>	<b><u>\$ 22,132,569</u></b>	<b><u>\$ 19,414,960</u></b>	<b><u>\$ 20,016,993</u></b>
<b>TRUST FUNDS</b>	<b><u>\$ 1,021,777</u></b>	<b><u>\$ 983,917</u></b>	<b><u>\$ 1,055,486</u></b>
<b>TAX ARREARS - % OF CURRENT LEVY</b>	<u>20.39%</u>	<u>21.82%</u>	
<b>INTEREST ON DEBENTURE DEBT</b>	<b><u>\$ 19,882</u></b>	<b><u>\$ 21,229</u></b>	
<b>TOTAL RESERVES &amp; RES. FUNDS</b>	<b><u>\$ 24,126,943</u></b>	<b><u>\$ 22,443,969</u></b>	

**THE CORPORATION OF THE TOWNSHIP OF BROCK**  
**FINANCE COMMITTEE**  
**REPORT 2020-CO-16 - MAY 2020 FINANCIAL UPDATE**

REVENUES	2020				2019		
	ACTUAL TO-DATE	BUDGET	\$ DIFFERENCE	% DIFFERENCE	ACTUAL TO-DATE	YEAR-END ACTUAL	TOTAL BUDGET
<b>TAXATION REVENUE</b>							
Tax Levy	\$ 4,179,291	\$ 8,696,863	\$ 4,517,572	51.94%	\$ 4,041,903	\$ 8,372,243	\$ 8,372,236
Supplementary Taxes	-	150,000	150,000	-	-	159,975	200,000
Special Area/User Charges	-	197,900	197,900	100.00%	101,939	174,367	174,200
Tile Drainage	3,913	7,826	3,913	50.00%	4,755	9,511	9,511
Payments-in-Lieu of Taxation	42,757	303,000	260,243	85.89%	41,840	302,902	291,000
	<u>4,225,961</u>	<u>9,355,589</u>	<u>5,129,628</u>	<u>54.83%</u>	<u>4,190,437</u>	<u>9,018,998</u>	<u>9,046,947</u>
<b>GOVERNMENT GRANTS</b>							
Ministry of Municipal Affairs	438,700	877,400	438,700	50.00%	439,267	870,000	895,600
Ministry of Natural Resources	-	175,000	175,000	100.00%	198	177,387	130,000
Province - Special Grants	-	5,000	5,000	100.00%	14,400	62,345	55,481
Road & Bridge Infrastructure Investment Fund	137,181	411,545	274,364	-	202,736	1,082,339	1,470,157
Federal - Special Grants	15,000	-	(15,000)	#DIV/0!	25,000	-	25,000
Federal Gas Tax Allocation	-	353,174	353,174	100.00%	-	721,124	353,174
Federal - Fisheries & Oceans	-	40,000	40,000	100.00%	-	-	-
Wild Life Damage - OMAF	1,137	10,000	8,863	88.63%	1,118	5,097	15,000
Grants - Other	37,500	6,570,000	6,532,500	99.43%	745,680	777,280	60,000
	<u>629,518</u>	<u>8,442,119</u>	<u>7,812,601</u>	<u>92.54%</u>	<u>1,428,399</u>	<u>3,695,572</u>	<u>3,004,412</u>
<b>OTHER REVENUE</b>							
Canine Control Department	4,767	21,300	16,533	77.62%	11,510	26,745	30,780
Building Department	195,593	379,500	183,907	48.46%	364,244	507,961	301,000
Municipal Rents	23,432	81,500	58,068	71.25%	23,772	61,646	64,800
Health Centre Rents	40,250	121,700	81,450	66.93%	54,004	124,596	110,000
Interest & Penalties on Taxes	97,836	325,000	227,164	69.90%	145,341	357,738	305,000
Road Revenue	14,593	90,000	75,407	83.79%	17,976	58,440	140,000
Small Craft Harbour Revenue	20,770	25,000	4,230	16.92%	20,876	23,240	23,000
Administration Fees	25,546	45,500	19,954	43.85%	16,652	34,629	33,250
Tax Certificates / Charges	7,720	20,000	12,280	61.40%	7,355	22,060	25,000
Parking Violations	2,120	5,000	2,880	57.60%	2,005	4,455	1,500
Lotteries / Licenses	3,756	7,200	3,444	47.83%	3,749	7,450	8,750
Miscellaneous Revenue	33,334	47,900	14,566	30.41%	8,836	29,207	32,700
Committee of Adjustment	1,485	5,940	4,455	75.00%	2,425	4,375	4,950
Investment Income	24,334	100,000	75,666	75.67%	42,094	84,901	90,000
P.O.A. Revenues	735	2,000	1,265	63.25%	1,029	1,069	10,000
Transfer from Reserves / Reserve Funds	1,434,712	4,160,191	2,725,479	65.51%	2,178,491	5,093,352	3,420,477
Reserve Fund Revenues/transfers	134,350	-	(134,350)	-	153,113	406,317	-
Donations	1,000	19,250	18,250	94.81%	3,637	24,007	137,398
Planning Fees	8,530	25,000	16,470	65.88%	5,705	27,495	25,000
Septic Chargeback	-	30,000	30,000	100.00%	-	27,710	25,500
Fire Department Revenue	17,189	49,000	31,811	64.92%	25,273	34,167	41,000
Golf Tournament Revenue	-	27,500	27,500	100.00%	24,650	29,907	27,500
Land / Property Sales	-	-	-	-	-	78,425	95,000
Debenture Proceeds	-	1,000,000	1,000,000	100.00%	-	-	-
Youth Camp Revenue	90	53,000	52,910	99.83%	5,200	53,890	55,000
Beaverton Community Centre	39,267	90,000	50,733	56.37%	44,865	86,541	104,150
Cannington Community Centre	34,919	85,000	50,081	58.92%	44,575	79,555	112,550
Sunderland Memorial Arena	59,407	150,000	90,593	60.40%	68,210	142,967	153,800
	<u>2,225,735</u>	<u>6,966,481</u>	<u>4,740,746</u>	<u>68.05%</u>	<u>3,275,587</u>	<u>7,432,845</u>	<u>5,378,105</u>
<b>TOTAL REVENUES</b>	<u>\$ 7,081,214</u>	<u>\$ 24,764,189</u>	<u>\$ 17,682,975</u>	<u>71.41%</u>	<u>\$ 8,894,423</u>	<u>\$ 20,147,415</u>	<u>\$ 17,429,464</u>

**THE CORPORATION OF THE TOWNSHIP OF BROCK**  
**FINANCE COMMITTEE**  
**REPORT 2020-CO-16 - MAY 2020 FINANCIAL UPDATE**

	2020				2019		
	ACTUAL TO-DATE	BUDGET	REMAINING \$ BUDGET	% REMAINING	ACTUAL TO-DATE	YEAR-END ACTUAL	TOTAL BUDGET
<b>OPERATING EXPENDITURES</b>							
<b>GENERAL ADMINISTRATION</b>							
Members of Council	\$ 113,450	\$ 302,250	\$ 188,800	62.46%	\$ 123,871	\$ 300,384	\$ 304,300
CAO & Corporate Admin	139,385	413,800	274,415	66.32%	725,000	725,000	-
Clerk's Department	273,033	746,300	473,267	63.42%	277,542	697,058	844,550
Treasurer's Department	232,210	823,400	591,190	71.80%	239,687	817,139	823,200
Tax Department	1,236	115,150	113,914	98.93%	3,732	99,002	112,450
Public Buildings & Property	264,059	578,050	313,991	54.32%	261,496	660,817	545,325
Health & Safety	2,099	25,500	23,401	91.77%	3,516	7,905	17,000
	<u>1,025,472</u>	<u>3,004,450</u>	<u>1,978,978</u>	<u>65.87%</u>	<u>1,634,844</u>	<u>3,307,305</u>	<u>2,646,825</u>
<b>PROTECTION TO PERSONS</b>							
Fire Department	580,913	2,374,746	1,793,833	75.54%	635,768	1,659,565	1,518,205
Building Department	131,025	409,500	278,475	68.00%	125,162	487,372	353,840
Canine Control Department	88,641	260,825	172,184	66.02%	87,166	249,403	222,425
By-Law Enforcement Department	53,297	95,650	42,353	44.28%	36,419	116,117	140,339
Livestock Claims / Fenceviewers	1,578	13,550	11,972	88.35%	1,193	6,066	18,950
	<u>855,454</u>	<u>3,154,271</u>	<u>2,298,817</u>	<u>72.88%</u>	<u>885,708</u>	<u>2,518,523</u>	<u>2,253,759</u>
<b>TRANSPORTATION SERVICES</b>							
Roads Department	1,175,699	3,642,474	2,466,775	67.72%	1,517,174	7,695,272	3,536,124
Street Lighting	65,725	237,400	171,675	72.31%	64,103	222,462	200,200
Sidewalks	74,824	106,200	31,376	29.54%	86,461	104,004	103,050
Parking Lots	17,983	58,500	40,517	69.26%	26,381	78,074	62,000
Traffic Control	21,483	71,550	50,067	69.97%	31,220	70,957	70,300
	<u>1,355,714</u>	<u>4,116,124</u>	<u>2,760,410</u>	<u>67.06%</u>	<u>1,725,339</u>	<u>8,170,769</u>	<u>3,971,674</u>
<b>ENVIRONMENTAL SERVICES</b>							
Garbage Collection	17,185	54,000	36,815	68.18%	13,691	50,979	51,550
<b>HEALTH SERVICES</b>							
Beaverton-Thorah Health Centre	23,546	118,900	95,354	80.20%	37,457	133,086	121,550
Cemeteries	1,520	24,500	22,980	93.80%	746	13,981	26,300
	<u>25,066</u>	<u>143,400</u>	<u>118,334</u>	<u>82.52%</u>	<u>38,203</u>	<u>147,067</u>	<u>147,850</u>
<b>RECREATION &amp; CULTURAL SERV.</b>							
Parks Department	118,522	596,950	478,428	80.15%	164,941	736,494	605,050
Beaverton-Thorah Community Centre	212,636	411,900	199,264	48.38%	208,125	390,663	409,400
Cannington Community Centre	210,028	380,200	170,172	44.76%	228,549	373,976	367,400
Sunderland Memorial Arena	208,697	420,850	212,153	50.41%	231,476	398,431	411,935
Manilla / Wilfrid / Port Bolster Halls	5,599	27,000	21,401	79.26%	9,064	31,296	31,350
Grants to Organizations	282,835	691,805	408,970	59.12%	240,089	576,638	578,091
	<u>1,038,317</u>	<u>2,528,705</u>	<u>1,490,388</u>	<u>58.94%</u>	<u>1,082,244</u>	<u>2,507,498</u>	<u>2,403,226</u>
<b>PLANNING &amp; DEVELOPMENT</b>							
Planning Department	17,894	74,100	56,206	75.85%	44,065	139,692	113,000
Tourism & Economic Development	151,053	105,250	(45,803)	-43.52%	16,409	107,946	190,195
Committee of Adjustment	-	3,500	3,500	100.00%	-	1,724	3,650
Tile Drains	4,239	7,826	3,587	45.83%	4,239	9,511	9,511
	<u>173,186</u>	<u>190,676</u>	<u>17,490</u>	<u>9.17%</u>	<u>64,713</u>	<u>258,873</u>	<u>316,356</u>
<b>TOTAL OPERATING EXPENDITURES</b>	<u>4,490,394</u>	<u>\$ 13,191,626</u>	<u>8,701,232</u>	<u>65.96%</u>	<u>\$ 5,444,742</u>	<u>16,961,014</u>	<u>\$ 11,791,240</u>

**THE CORPORATION OF THE TOWNSHIP OF BROCK**  
**FINANCE COMMITTEE**  
**REPORT 2020-CO-16 - MAY 2020 FINANCIAL UPDATE**

	2020				2019		
	ACTUAL TO-DATE	BUDGET	REMAINING \$ BUDGET	% REMAINING	ACTUAL TO-DATE	YEAR-END ACTUAL	TOTAL BUDGET
<b>CAPITAL EXPENDITURES</b>							
<b>GENERAL ADMINISTRATION</b>							
Clerk-Administrator's Department	\$ 160,684	\$ -	\$ (160,684)	-	\$ -	\$ 126,491	\$ 22,000
Treasurer's Department	-	-	-	-	-	-	-
Tax Department	-	-	-	-	-	-	-
Public Buildings & Property	16,696	64,000	47,304	73.91%	2,612	59,799	134,000
	<u>177,380</u>	<u>64,000</u>	<u>(113,380)</u>	<u>-177.16%</u>	<u>2,612</u>	<u>186,290</u>	<u>156,000</u>
<b>PROTECTION TO PERSONS</b>							
Fire Department	47,382	370,000	322,618	87.19%	30,320	10,185	410,000
Building Department	-	40,000	40,000	-	-	-	-
Canine Control Department	39,190	40,000	810	-	-	4,503	5,000
By-Law Enforcement Department	-	-	-	-	-	-	-
	<u>86,572</u>	<u>450,000</u>	<u>363,428</u>	<u>80.76%</u>	<u>30,320</u>	<u>14,688</u>	<u>415,000</u>
<b>TRANSPORTATION SERVICES</b>							
Roads Department	372,048	2,661,563	2,289,515	86.02%	731,128	824,051	4,232,874
Street Lighting	-	-	-	-	-	11,312	80,000
Sidewalks	-	400,000	400,000	100.00%	-	-	162,850
Parking Lots	-	75,000	75,000	-	-	16,193	31,500
	<u>372,048</u>	<u>3,136,563</u>	<u>2,764,515</u>	<u>88.14%</u>	<u>731,128</u>	<u>851,556</u>	<u>4,507,224</u>
<b>ENVIRONMENTAL SERVICES</b>							
Garbage Collection	-	-	-	-	-	-	-
<b>HEALTH SERVICES</b>							
Beaverton-Thorah Health Centre	-	-	-	-	-	-	-
Sunderland-Brock Health Centre	-	-	-	-	-	-	-
Cemeteries	-	-	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>RECREATION &amp; CULTURAL SERV.</b>							
Parks Department	-	216,000	216,000	100.00%	2,544	24,069	45,000
Beaverton-Thorah Community Centre	7,792	15,000	7,208	48.05%	-	55,300	111,000
Cannington Community Centre	75,300	30,000	(45,300)	-	-	9,224	250,000
Sunderland Memorial Arena	47,292	7,650,000	7,602,708	-	-	10,360	100,000
Manilla / Wilfrid / Port Bolster Halls	21,817	11,000	(10,817)	-98.34%	-	9,824	54,000
	<u>152,201</u>	<u>7,922,000</u>	<u>7,769,799</u>	<u>98.08%</u>	<u>2,544</u>	<u>108,777</u>	<u>560,000</u>
<b>PLANNING &amp; DEVELOPMENT</b>							
Planning Department	-	-	-	-	-	-	-
Tourism & Economic Development	-	-	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>TOTAL CAPITAL EXPENDITURES</b>	<u>788,201</u>	<u>\$ 11,572,563</u>	<u>10,784,362</u>	<u>93.19%</u>	<u>\$ 766,604</u>	<u>1,161,311</u>	<u>\$ 5,638,224</u>
Total Operating and Capital	<u>5,278,595</u>	<u>24,764,189</u>	<u>19,485,594</u>	<u>78.68%</u>	<u>6,211,346</u>	<u>18,122,325</u>	<u>17,429,464</u>



## The Corporation of the Township of Brock

Finance Department

Treasurer to Council

Report: 2020-CO-15

Date: Monday, June 8, 2020

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### Subject

Indexing of Municipal Development Charges

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### Recommendation

That staff report No. 2020-CO-15, Indexing of Municipal Development Charges be received for information.

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### Attachments

NIL

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### Background

On June 17, 2019, Council passed Development Charges By-law No. 2880-2019-PL and 2881-2019-PL under section 12 of the Development Charges Act, 1997.

Section 16 of both By-laws state "The development charges set out in Schedule "B" hereto shall be adjusted without amendment to this By-law annually on July 1<sup>st</sup> in each year, commencing July 1<sup>st</sup>, 2020, and the development charges as set out in Schedule "C" hereto shall be adjusted without amendment to this By-law annually on July 1<sup>st</sup> in each year, commencing July 1<sup>st</sup>, 2020 in accordance with the statistics Canada Quarterly, Construction Price Statistics (catalogue number 62-007) based on the 12 month period ending March 31."

### Discussion

The Statistics Canada Non Residential Building Construction Price Index for the period of March 2019 to March 2020, as released on April 29, 2020 indicates an increase of 2.9%.

The change to the Township of Brock Development Charges is reflected in the chart that follows.

This report is available in alternate formats upon request.  
Please contact the Clerk's Department at 705-432-2355.

<b>Township of Brock Development Charges</b>			
	<b>Current</b>	<b>Increase</b>	<b>Effective July 1, 2020</b>
<b>By-Law 2880-2019-PL</b>			
<b>Residential</b>			
<b>Single &amp; Semi-Detached</b>	11,032	320	11,352
<b>Row Dwellings &amp; Other Multiples</b>	8,980	260	9,240
<b>Apartment</b>	6,531	189	6,720
<b>Non-Residential - per square Meter</b>			
<b>Commercial/Institutional/Industrial</b>	40.06	1.16	41.22
<b>By-Law 2881-2019-PL</b>			
<b>Residential</b>			
<b>Single &amp; Semi-Detached</b>	8,968	260	9,228
<b>Row Dwellings &amp; Other Multiples</b>	7,300	212	7,512
<b>Apartment</b>	5,309	154	5,463
<b>Non-Residential - per square Meter</b>			
<b>Commercial/Institutional/Industrial</b>	1.39	0.04	1.43
<b>Combined Rates</b>			
<b>Residential</b>			
<b>Single &amp; Semi-Detached</b>	20,000	580	20,580
<b>Row Dwellings &amp; Other Multiples</b>	16,280	472	16,752
<b>Apartment</b>	11,840	343	12,183
<b>Non-Residential - per square Meter</b>			
<b>Commercial/Institutional/Industrial</b>	41.45	1.20	42.65

A transition period is normally provided at the time of Development Charges (DC) rate indexing to allow for DC collections at a pre-indexed rate for all complete building permit applications received prior to July 1, 2020. A complete building permit application means that all required documents and plans have been submitted in final form and all fees and charges have been paid, including the prescribed Township development charges, and the Chief Building Official can issue a building permit in accordance with the Building Code Act.

On January 1, 2020, Bill 108 regulations related to the timing of calculation and payment of DCs came into effect. The impacts of these changes on the typical transition provisions provided at the time of indexing were considered. The regulation allows for delayed payment of DCs by developers of property for use in the supply of rental housing and Institutional or Not for Profit housing. These developers will pay DCs over a period of

years based on the DC rates in effect when the application was deemed complete. Township staff are participating in a working group organized by Senior Finance staff at the Region of Durham to develop a coordinated plan to track and ensure collection of deferred DCs related to these housing developments.

All other building permit applications received after July 1, 2020 or those not deemed complete will be subject to the indexed development charges rates.

Staff will prepare a brochure outlining the upcoming July 1, 2020 indexing of Development Charges. This brochure will be available on the township's website, and at the customer service counters of the Finance Department and of the Building Department. Brochures outlining the current rates for Regional DCs and School Board DCs are available at the Building Department counter.

### **Financial**

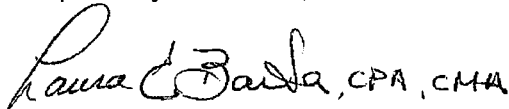
The purpose of annual indexing is to reflect the current economic environment and the change in cost of capital projects which are identified in the 2019 DC Background Study.

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### **Conclusion**

Residential and Non-Residential Development Charges levied by the Township of Brock are being indexed by 2.9% in accordance with By-laws number 2880-2019-PL and 2881-2019-PL.

Respectfully submitted,



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Laura E. Barta, CPA, CMA  
Treasurer

Reviewed by,

---

Robert J. Lamb, Ec.D., CEcD  
Chief Administrative Officer



# Correspondence



May 25, 2020

Ian Scott, Chair & Chief Executive Officer  
 Canadian Radio-television and Telecommunications Commission  
 (CRTC)  
 Ottawa, ON  
 K1A 0N2

Dear Mr. Scott:

**RE: Waiving of Overage Charges on LTE Network for Rural  
 Mobile Phone Subscribers (Our File: A00)**

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Council of the Region of Durham, at its meeting held on April 29, 2020,  
 adopted the following recommendations, as amended:

“Whereas many Rural Communities do not have access to  
 broadband Internet and use the LTE Network as a bridge to the  
 Internet;

And whereas during the COVID-19 Health Emergency, the ability to  
 access the Internet is an essential service that enables the Public to  
 have reliable up to date information from various levels of  
 government;

And whereas during this crisis those without Broadband Internet  
 access risk excessive overage charges through the LTE Network;

Now therefore be it resolved that Council for the Region of Durham  
 recommends that the CRTC take the necessary action to direct  
 Mobility providers to waive overage charges for those customers  
 that do not have access to Broadband Internet during the COVID-19  
 Health Care Crisis;

And that copies of this motion be sent to Ian Scott, Chair and CEO  
 for CRTC, Honourable Steven Guilbeault, Minister for Canadian  
 Heritage, all Durham MPs, the CEO's for Rogers, Telus and Bell,  
 and the local area municipalities.”

*Ralph Walton*

---

Ralph Walton,  
 Regional Clerk/Director of Legislative Services

RW/ks

c: The Honourable Steven Guilbeault, Minister for Canadian Heritage

The Regional  
 Municipality  
 of Durham

Corporate Services  
 Department  
 Legislative Services

605 Rossland Rd. E.  
 Level 1  
 PO Box 623  
 Whitby, ON L1N 6A3  
 Canada

905-668-7711  
 1-800-372-1102  
 Fax: 905-668-9963

durham.ca

**Don Beaton, BCom, M.P.A.**  
 Commissioner of Corporate  
 Services

Mark Holland, MP (Ajax)  
Erin O'Toole, MP (Durham)  
Jamie Schmale, MP (Haliburton/Kawartha Lakes/Brock)  
Phillip Lawrence, MP (Northumberland/Peterborough South)  
Colin Carrie, MP (Oshawa)  
Jennifer O'Connell, MP (Pickering/Uxbridge)  
Ryan Turnbull, MP (Whitby)  
Joe Natale, President and Chief Executive Officer of Rogers  
Darren Entwistle, President and Chief Executive Officer of Telus  
Mirko Bibic, President and Chief Executive officer of BCE and Bell  
Canada  
Nicole Cooper, Clerk, Town of Ajax  
Becky Jamieson, Clerk, Township of Brock  
Anne Greentree, Clerk, Municipality of Clarington  
Mary Medeiros, City Clerk, City of Oshawa  
Susan Cassel, Clerk, City of Pickering  
J.P. Newman, Clerk, Township of Scugog  
Debbie Leroux, Clerk Township of Uxbridge  
Chris Harris, Clerk, Town of Whitby

**Lesley Donnelly**

---

**Subject:** FW: Hot Dog Cart Licence

**From:** Villa Vida Loca Market <[villavidalocamarket@gmail.com](mailto:villavidalocamarket@gmail.com)>

**Sent:** May 28, 2020 1:41 PM

**To:** Deena Hunt <[dhunt@townshipofbrock.ca](mailto:dhunt@townshipofbrock.ca)>; Lynn Campbell <[lcampbell@townshipofbrock.ca](mailto:lcampbell@townshipofbrock.ca)>; Becky Jamieson <[bjamieson@townshipofbrock.ca](mailto:bjamieson@townshipofbrock.ca)>

**Subject:** Re: Hot Dog Cart Licence

Hello,

We are planning for the opening of the season for our farm market (outdoor, safe distance) and wanted to inquire about renewal requirements for the hot dog cart.

Due to most events being cancelled this summer because of COVID-19 we will likely operate only on-site at our market - Saturdays and Sundays only.

Please advise as to how to proceed.

Thanks and hope you and your families are healthy and well.

Best,  
Ann and Brian Hawley

On Thu, Jul 18, 2019 at 9:52 AM Deena Hunt <[dhunt@townshipofbrock.ca](mailto:dhunt@townshipofbrock.ca)> wrote:

Good morning,

Please see the attached documents in response to your request for a hot dog card.

Kind regards,

[Deena Hunt](#)

Acting Deputy Clerk

The Corporation of the Township of Brock



1 Cameron Street East, P.O. Box 10

Cannington, Ontario, L0E 1E0

Tel: 705-432-2355, Ext. 237 | Toll Free: 1-866-223-7668 | Fax: 705-432-3487



THIS LETTER HAS BEEN FORWARDED  
TO THE EIGHT AREA CLERKS

May 28, 2020

Ms. B. Jamieson  
Clerk  
Township of Brock  
1 Cameron Street East  
Cannington, ON L0E 1E0

Dear Ms. Jamieson:

**RE: New Durham Tourism Brand (2020-EDT-3), Our File: D02**

Council of the Region of Durham, at its meeting held on May 27, 2020, adopted the following recommendations:

- “A) That the proposed new Durham Tourism brand be approved for use; and
- B) That Report #2020-EDT-3 of the Commissioner of Planning and Economic Development be circulated to Durham Region area municipalities.”

Please find enclosed a copy of Report #2020-EDT-3 for your information.

*Ralph Walton*

Ralph Walton,  
Regional Clerk/Director of Legislative Services

RW/tf

c: B. Bridgeman, Commissioner of Planning and Economic Development

The Regional  
Municipality  
of Durham

Corporate Services  
Department  
Legislative Services

605 Rossland Rd. E.  
Level 1  
PO Box 623  
Whitby, ON L1N 6A3  
Canada

905-668-7711  
1-800-372-1102  
Fax: 905-668-9963

durham.ca

Don Beaton, BCom, M.P.A.  
Commissioner of Corporate  
Services

If this information is required in an accessible format, please contact 1-800-372-1102 ext. 2564



# The Regional Municipality of Durham Report

---

To: Regional Council  
From: Commissioner of Planning and Economic Development  
Report: #2020-EDT-3  
Date: May 27, 2020

---

**Subject:**

New Durham Tourism Brand

---

**Recommendation:**

That the Planning and Economic Development Committee recommends to Regional Council:

- A) That the proposed new Durham Tourism brand be approved for use; and
  - B) That this report be circulated to Durham Region Area Municipalities.
- 

**Report:**

**1. Purpose**

1.1 The purpose of this report is to present the new Durham Tourism brand and to recommend that it be approved for immediate use. A presentation of the new branding will be provided by staff at the May 27<sup>th</sup> Regional Council meeting.

**2. Background**

2.1 Industry best practice suggests that branding should be reviewed every five years. The current Durham Tourism branding program was first deployed in 2006 and therefore is due for review.

2.2 In 2017, Economic Development and Tourism commenced a rebranding process for Durham Tourism by conducting research, stakeholder consultation, and a review of

the current landscape of tourism brands. For various reasons, the rebranding exercise was not ultimately completed.

- 2.3 In 2019, a new staff member joined the Durham Economic Development and Tourism Division that has a strong background in brand development and design within. Given this new in-house expertise, it was determined that staff should develop the new branding internally.
- 2.4 In 2019, staff reviewed stakeholder feedback obtained in 2017 and reviewed specific comments about the Region's tourism value proposition to attempt to find common themes. A consistent theme of "urban excitement and country charm" emerged. This theme was determined to be a very strong value proposition that would differentiate the Region and reflect a broad group of stakeholders. It was also determined to be an ideal theme on which to build a branding program, which would consider the brand identity (logo and visual components) along with the brand message (key statements and themes).
- 2.5 During the 2019 staff review, fundamental issues were identified with the existing "Good Natured Good Times" branding and logo. These issues include accessibility, modernization, and use guidelines that were incompatible with modern tools such as social media. In addition, it was required that the branding should work well alongside other Regional brands such as the new Invest Durham and Durham Region (corporate) brands.
- 2.6 The 2019 branding project also considered the key audience for the Durham Tourism brand. These key indicators demonstrate that the core audience is largely women who are acting as household decision-makers on domestic tourism opportunities for their families.
  - a. 70% of the Durham Tourism audience is female.
  - b. The core demographic of this audience is aged 25-44 years old.
  - c. Google trends indicates "Fun things to do in Durham Region" is a top ten key search term for the past 5 years, growing 180% in relevance, with nearly 100% of searchers residing within Ontario.
- 2.7 In early 2020, as the COVID-19 crisis has unfolded, the tourism and hospitality industries, as well as the small businesses that depend on tourism, have been severely impacted.
- 2.8 The focus of The Economic Development and Tourism Division is currently focused on providing these businesses the support, information, and resources needed to

overcome this crisis and recover. The Division is also advocating to all levels of government on behalf of these tourism stakeholders.

- 2.9 The recovery efforts to support tourism, hospitality, small and downtown businesses will be a primary focus for the Economic Development and Tourism Division. This new brand, with its flexibility to represent many Durham Region communities, market segments, tourism categories and organizations, will well-position Durham Tourism to effectively communicate Durham Region's unique value proposition and support business recovery.
- 2.10 In summary, during 2019 Durham Region Economic Development and Tourism staff reviewed all previously completed research and stakeholder consultation documents, researched the Durham Tourism key audience, evaluated the competitive landscape of tourism brands, and considered design best practices. Staff then used this information to develop a comprehensive new brand for Durham Tourism.

### **3. Durham Tourism Rebranding Overview**

- 3.1 Attached as Appendix #1 is the new Durham Tourism logo and branding. The branding is designed to be playful, exciting, and versatile.
- 3.2 This new brand also considers the value proposition and core messaging: Durham Region is a dynamic destination to discover, offering urban excitement alongside country charm.
- 3.3 The colours are updated to reflect the urban excitement of the Region through the vibrant hues of coral, chartreuse and teal, while the country charm and heritage of Durham Region is reflected through denim blue and warm beige.
- 3.4 The bold logo mark for the new Durham Tourism brand now works in small sizes and in a single colour.
- 3.5 The brand has been designed to be versatile and includes icons and graphic applications that are brand-aligned for various uses. These uses include marketing materials such as advertisements, merchandise, promotional materials, or tourism guides. In addition, they offer an ability for the brand to be adopted by the various vibrant communities in Durham Region. These graphical applications will be developed to capitalize on pride of place and to enhance the ability of communities within Durham Region to be ambassadors for the Durham Tourism brand.



3.6 A variety of benefits are achieved through this rebrand:

- a. Accessibility: Guidelines from both the Region of Durham as well as the Registered Graphic Designers Association of Ontario (RGD) have been incorporated. The previous multi-colour, script logo was not accessible or readable in small format or through digital media. The new colour palette was selected so that colour combinations would have a contrast level that meets current standards.
- b. Scalability: Practical applications of the rebrand consider uses as small as 1.3cm (½inch) in size with maintained readability, and effectiveness on social media.
- c. Updated Use Guidelines: In promotional material, such as advertisements for international audiences, text that clarifies “Durham Region, Ontario, Canada” and a Canadian flag, can be used in addition to the logo.

The Durham Region corporate logo (the Durham “D”) will also be used in conjunction when appropriate, particularly in recognition of sponsorships and partnerships within Durham or at events that attract Durham residents.

- d. Versatility: Applications of this branding include a set of icons to reflect seasons and tourism sectors (ie: fishing, culinary, urban nightlife, trails), the various types of small businesses in tourism destinations (ie: restaurant, personal services) and an application of the design to represent various locations in the Region.

#### **4. Financial Implications and Next Steps**

- 4.1 As this new brand was developed by Regional staff, it was completed without any material third-party cost to the Economic Development and Tourism Division’s 2019 and 2020 budgets.
- 4.2 Once approved by Council, a coordinated roll-out of the new branding will be planned for the Durham Tourism website [DurhamTourism.ca](http://DurhamTourism.ca), social media channels, and all other digital platforms.
- 4.3 Staff will implement the brand across all new print and promotional materials in 2020.

**5. Conclusion**

- 5.1 With a strong brand message and brand redesign, Durham Tourism will be able to clearly communicate the value proposition of Durham Region, and support post-COVID-19 business recovery. A modern, exciting and vibrant new brand will enhance the ability of Durham Tourism to market the Region's tourism assets in an eye-catching and dynamic way.
- 5.2 The new brand is designed to reflect the excitement of Durham Region's urban centres and the charm of its countryside, with an inclusive program that nods to all eight Area Municipalities.

**6. Attachments**

Attachment #1: Tourism Rebrand redesign

Respectfully submitted,

Original signed by

---

Brian Bridgeman, MCIP, RPP  
Commissioner of Planning and  
Economic Development

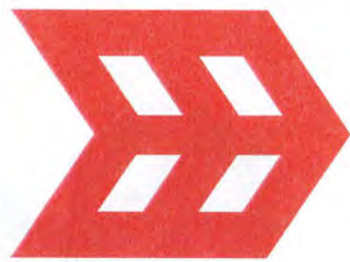
Recommended for Presentation to Committee

Original signed by

---

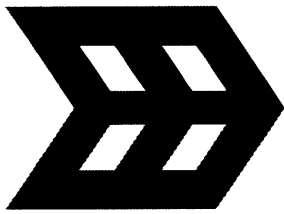
Elaine C. Baxter-Trahair  
Chief Administrative Officer



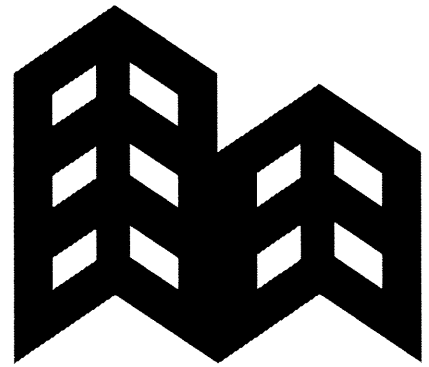


**Durham  
Tourism**





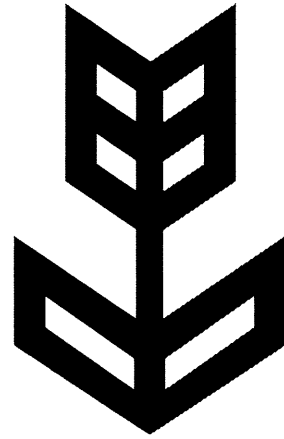
**Trees (Country)**



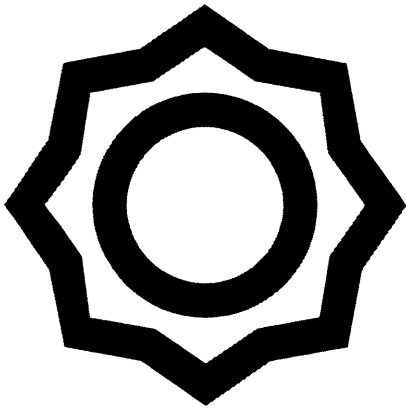
**Buildings (Urban)**



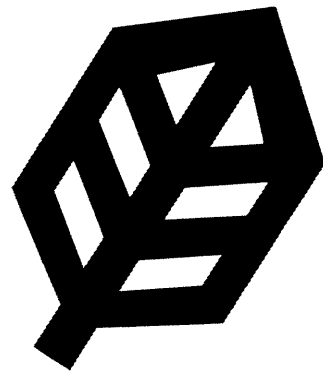
**Winter**



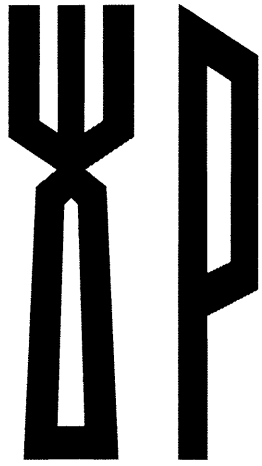
**Spring**



**Summer**



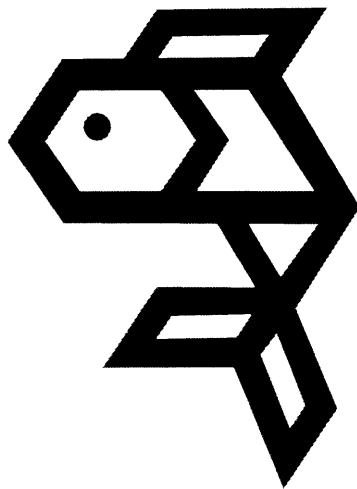
**Fall**



**Culinary**



**Cycling**



**Fishing**



Modern, Playful, Exciting, Fun, Friendly for kids and families



Classic, Country, Heritage





 Durham  
Tourism

**From  
rock concerts  
to starry  
nights**

#durhamtourism



 Durham  
Tourism

**From  
arcade  
games to  
fishing trips**

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**From  
luxury spas  
to pumpkin  
patches**

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Clarington Pickering Uxbridge Ajax Brock

POSTS TAGGED



Sent By Email

May 28, 2020

Mary Medeiros  
City Clerk  
City of Oshawa  
[clerks@oshawa.ca](mailto:clerks@oshawa.ca)

Subject: Re: Poverty Reduction Approach in the City of Oshawa  
Corr. 12-20  
File: A-1400-001-20

The Council of The Corporation of the City of Pickering considered the above matter at a meeting held on May 25, 2020 and adopted the following resolution:

That Corr. 12-20, dated May 7, 2020, from the City of Oshawa, regarding a Poverty Reduction Approach in Oshawa be endorsed.

A copy of the original correspondence is attached for your reference.

Should you require further information, please do not hesitate to contact the undersigned at 905.420.4660 extension 2019.

Yours truly



Susan Cassel  
City Clerk

SC:rp  
Enclosure

Copy: Ryan Turnbull, Member of Parliament, Whitby  
Jennifer O'Connell, Member of Parliament, Pickering-Uxbridge  
Colin Carrie, Member of Parliament, Oshawa  
Mark Holland, Member of Parliament, Ajax  
The Hon. Erin O'Toole, Member of Parliament, Durham

Jamie Schmale, Member of Parliament, Haliburton-Kawartha Lakes-Brock  
Lorne Coe, Member of Provincial Parliament, Whitby  
Jennifer French, Member of Provincial Parliament, Oshawa  
Lindsey Park, Member of Provincial Parliament, Durham  
The Hon. Rod Phillips, Member of Provincial Parliament, Ajax  
The Hon. Laurie Scott, Member of Provincial Parliament, Haliburton-Kawartha Lakes-Brock  
The Hon. Peter Bethlenfalvy, Member of Provincial Parliament, Pickering-Uxbridge  
Ralph Walton, Regional Clerk/Director of Legislative Services, Regional Municipality of Durham  
Nicole Cooper, Clerk, Town of Ajax  
Becky Jamieson, Clerk, Township of Brock  
Anne Greentree, Municipal Clerk, Municipality of Clarington  
John Paul Newman, Director of Corporate Services/Clerk, Township of Scugog  
Chris Harris, Clerk, Town of Whitby  
Debbie Leroux, Director of Legislative Services/Clerk, Township of Uxbridge

Chief Administrative Officer



File: A-2100

May 7, 2020

**DELIVERED BY E-MAIL**

(clerks@durham.ca)

Region of Durham

Re: Poverty Reduction Approach in the Oshawa

---

Oshawa City Council considered the above matter at its meeting of April 27, 2020 and adopted the following recommendation:

“Whereas the first Goal identified in the United Nations’ Sustainable Development Goals is to ‘end Poverty in all forms everywhere’; and,

Whereas according to 2016 Statistics Canada Census information, the poverty rate in Oshawa is the highest in Durham Region, at approximately 1 in 7 or 14.5% (low-income measure, after tax) and child poverty rates in Oshawa are 1 in 5 or 20.8%; and

Whereas five of the seven Priority Neighbourhoods identified by the 2015 Durham Region Health Neighbourhood Report are within Oshawa boundaries; and,

Whereas the Community Needs Assessment commissioned by the City of Oshawa in 2018 in support of the Smart Cities Challenge submission identified ‘Social and Economic Inequality’ as the key issue facing Oshawa; and,

Whereas many impacts of poverty are experienced at the local level and include higher rates of health and mental health issues, higher food insecurity, higher rates of unsheltered and precariously housed individuals, higher crime, higher demand for community, social and charitable services, lack of school readiness, reduced school success, and over economic productivity; and,

Whereas the City is committed to ensuring an inclusive, healthy and safe community, as demonstrated through the Oshawa Strategic Plan’s Strategic Goal of Social Equity and further that the draft update to the Oshawa Strategic Plan includes actions and measures to address economic disparity and poverty reduction in our community; and,

Whereas the City's Diversity and Inclusion Plan contains actions aimed at fostering inclusive and equitable community; and,

Whereas the City of Oshawa participated in various initiatives in the community aimed at assisting those living in poverty including Advancing Access to Affordable Recreation in Durham, OUR Taskforce, etc.; and,

Whereas the City of Oshawa has also participated in various initiatives in the Durham Region aimed at reducing poverty, including the Durham District School Board's Make a Difference program and the Region of Durham Financial Empowerment Framework; and,

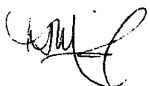
Whereas the City of Oshawa is currently partnering with the Region of Durham to lead a Collective Impact approach for the community to develop a common agenda and strategy aimed at poverty reduction in our community; and,

Whereas the Province of Ontario is currently developing a provincial Poverty Reduction Strategy, and is soliciting input from municipalities, employers, service providers, and members of the community;

Therefore be it resolved:

1. That staff be directed, through the Chief Administrative Officer, to develop a data analysis of poverty in Oshawa to be communicated both internally and externally; and,
2. That the City of Oshawa utilize the data analysis to apply an equity lens to plans and actions of the City of Oshawa including strategic plans and future budgets to ensure equitable access to services for all residents; and,
3. That staff report to City Council annually on actions and investments planned to be taken and that have been undertaken to address poverty in our community; and,
4. That the City of Oshawa continue to work proactively and collaboratively with the Region of Durham and other community partners on issues related to addressing poverty and poverty reduction in our community; and,
5. That staff be directed to provide input to the provincial government's Poverty Reduction Strategy and copy all members of City Council; and,
6. That the City of Oshawa copy Durham Region Municipalities, Durham Members of Provincial Parliament and Members of Parliament on official correspondence of this resolution in an effort to seek assistance in resources and funding to help effectively address economic disparity and poverty in our community."

If you need further assistance concerning the above matter, please contact Paul Ralph, Chief Administrative Officer at the address listed below or by telephone at 905-436-3311.



Mary Medeiros  
City Clerk



/hl

- c. Community Services Department  
Corporate Services Department  
Durham Region Municipalities  
Durham Region Members of Parliament and Members of Provincial Parliament

**Lesley Donnelly**

---

**From:** noreply@townshipofbrock.ca on behalf of Brenda Andress <info@brendaandress.com>  
**Sent:** Thursday, May 28, 2020 4:16 PM  
**To:** Brock General  
**Subject:** Fence request

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Brock Council members

I would like to request your review and approval on the building of a 5-foot wooden privacy fence between my property (26980 Cedarhurst Beach Rd) and the road allowance at the 4th concession.

My property is adjacent to the parking lot at the road allowance. On numerous times I have been subject too individuals who do not respect the property line or the parking lot.

There has been a blatant disrespect with individuals throwing garbage and using the woods adjacent to my property as a washroom along with inappropriate behavior.

This winter passed there was also an incident where a car drove through the intersection and over the hill.

There was also a religious statue left at the bottom of one of trees, to which I informed the works crew when they were cutting grass. People parking there late at night causing the car/truck lights to shine into the property and my house.

I want to be emphatically clear that I believe the residence should have access to the beach to enjoy the water and the engagement of family life. I am not raising the issue of the use; however, I would like to know that it is safe and comfortable to live in my home.

In closing I am hopeful that you will approve my request of the 5-foot wooden fence between the parking lot and my property. I am not asking for the fence to be built along the hillside. The reason for a wooden fence is the shining of the lights and the visibility of what it goes on in the parking lot at nighttime to create a clear boundary.

Thank you for your time and consideration of this issue.

Brenda Andress  
Brock Resident

-----  
Origin: <https://www.townshipofbrock.ca/en/municipal-office/municipal-office.aspx>  
-----

This email was sent to you by Brenda Andress<info@brendaandress.com> through <https://www.townshipofbrock.ca>.

# Clarington

If this information is required in an alternate format, please contact the Accessibility Co-ordinator at 905-623-3379 ext. 2131

June 1, 2020

The Honourable Bill Morneau, P.C., M.P.  
Minister of Finance  
Via E-Mail: [Bill.Morneau@canada.ca](mailto:Bill.Morneau@canada.ca)

Dear Minister:

**Re:** Grant Support for Municipalities

**File Number:** PG.25.06

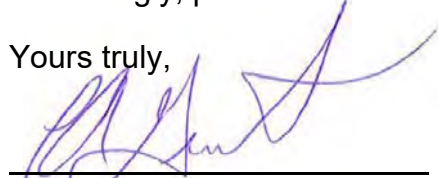
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At a meeting held on May 25, 2020, the Council of the Municipality of Clarington passed the following Resolution #C-223-20:

That the Correspondence from Becky Jamieson, Municipal Clerk, Township of Brock, regarding Grant Support for Municipalities, be endorsed by the Municipality of Clarington.

Accordingly, please follow this [link](#) to the original correspondence.

Yours truly,



---

C. Anne Greentree, BA, CMO  
Municipal Clerk

CAG/cm

Encl. Correspondence from Becky Jamieson, Municipal Clerk, Township of Brock, regarding Grant Support for Municipalities

- c. The Honourable Philip Lawrence, P.C., M.P.  
The Honourable Erin O'Toole, P.C., M.P.  
The Honourable Lindsey Park, M.P.P.  
The Honourable Rod Philips, M.P.P., Minister of Finance  
The Honourable David Piccini, M.P.P.  
Becky Jamieson, Municipal Clerk, Township of Brock

**CORPORATION OF THE MUNICIPALITY OF CLARINGTON**

---

40 TEMPERANCE STREET, BOWMANVILLE, ONTARIO L1C 3A6 905-623-3379 [www.clarington.net](http://www.clarington.net)



The Corporation of  
The Township of Brock  
1 Cameron St. E., P.O. Box 10  
Cannington, ON L0E 1E0  
705-432-2355

May 13, 2020

The Honourable Bill Morneau  
Minister of Finance  
House of Commons  
Ottawa, ON  
K1A 0A6  
via email: Bill.Morneau@parl.gc.ca

Dear Honourable Sir:

Re: Resolution Requesting Grant Support for Municipalities

---

Please be advised that the Council of the Township of Brock, at their meeting held on May 11, 2020, upon consideration of the attached report, the loss of investment revenue with respect to the Covid-19 pandemic, and the anticipated cost sharing from the upper tier municipality which would affect future municipal budgets, adopted the following resolution:

Resolution Number 16-4

MOVED by Walter Schummer and SECONDED by W.E. Ted Smith That staff Report: 2020-CO-12, COVID-19 Financial Impact in the First Six Weeks be received; And further, that Council request that the federal and provincial governments provide operating support for municipalities through municipality-specific grants.

MOTION CARRIED

Should you have any concerns, please do not hesitate to contact the undersigned.

Yours truly,

THE TOWNSHIP OF BROCK

A handwritten signature in black ink that reads "Becky Jamieson".

Becky Jamieson  
Municipal Clerk

BJ: dh  
Encl.

- cc. The Honourable Rod Philips, Minister of Finance  
via email: [Minister.fin@ontario.ca](mailto:Minister.fin@ontario.ca)  
The Honourable Laurie Scott, MPP, Kawartha Lakes-Haliburton-Brock  
via email: [laurie.scottco@pc.ola.org](mailto:laurie.scottco@pc.ola.org)  
Jamie Schmale, MP, Kawartha Lakes-Haliburton-Brock  
[Jamie.Schmale.C1C@parl.gc.ca](mailto:Jamie.Schmale.C1C@parl.gc.ca)  
Durham Region Municipalities



## THE CORPORATION OF THE TOWNSHIP OF BROCK

Finance Department

Treasurer to Council

Report: 2020-CO-12

Date: May 11, 2020

---

### SUBJECT

COVID-19 – Financial Impact in the First Six Weeks

---

### RECOMMENDATION

1. That staff report 2020-CO-12, COVID-19 Financial Impacts in the First Six Weeks be received;
  2. And further, that Council request the federal and provincial governments provide operating support for municipalities through municipality-specific grants.
- 

### ATTACHMENTS

None

---

### REPORT

#### Background

The following is a recap of 2020 key dates and actions associated with the emergence of the COVID-19 public health emergency in Canada and Ontario:

**January 30** - The World Health Organization declares the outbreak of COVID-19 a public health event of international concern.

**March 11** - The World Health Organization declares the global outbreak of COVID-19 a pandemic.

**March 13** - The Province of Ontario announces the closure of all public schools for two weeks after March Break, and the Government of Canada recommends against non-essential travel outside of Canada (including the United States), and self-isolation for 14 days upon return.

**March 13** – The Township’s senior management staff including the Executive Director of the Township of Brock Public Library met with Mayor Debbie Bath-Hadden to discuss the Township’s response to the pandemic. The group made the decision to cancel the March Break Day Camp Program; cancel Library programming for three weeks; cancel recreation programming; close all public facilities and arenas for three weeks. Closures were to take effect immediately and stay in place until April 6. Refunds were to be processed for any rentals or programs that would be cancelled due to the closing of these facilities and cancellation of these programs.

**March 16** – The Township’s offices were closed to the public with staff practicing social distancing while in the building and Council meeting briefly to pass a motion allowing the CAO and Mayor the authority to make certain decisions during this time without the need of a council meeting.

**March 17** - The Government of Ontario announced it was declaring an emergency in the Province under section 7.0.1(1) of the Emergency Management and Civil Protection Act and has implemented measures to control the spread of COVID19.

The Province has since issued orders under the Emergency Management and Civil Protection Act (EMPCA) that impact the Township. These include (1) the closure of all facilities providing indoor recreation programs, including community centres and libraries; (2) the closure of all non-essential businesses (not municipalities); (3) a prohibition of organized events and social gathering of more than five people; (4) closure of all outdoor playgrounds and recreational areas; and (5) granting provincial offences officers including Municipal Law Enforcement Officers the ability to enforce provincial orders.

**March 24** – The Regional Municipality of Durham and the Township of Brock both officially declared a state of emergency. The Township’s Emergency Operational Centre was official opened with regular virtual meetings being held to discuss the ongoing emergency and authorize actions need.

The Township has adapted the delivery of services across the Corporation to ensure compliance with the Orders. The adaptations include the following:

- Closure of all community buildings until further notice;
- Closure of playgrounds and outdoor amenities;
- Installation of signage specific to the closures in all locations impacted;
- Partnership with Durham Regional Police Services (DRPS) and By-Law Enforcement Officers to enforce Provincial Orders;
- Re-deploying full time staff to other locations to facilitate social distancing;
- Lay off of casual staff and part time staff not required due to facility closures;
- Adjustment to levels of service in response to COVID-19 related closures;
- Limiting the number of staff in the Administration building to allow for social distancing;
- Allowing administration staff to work from home when possible;
- Implementation of a complete burn ban in the Township;
- Livestreaming Council meeting to ensure public access; and

- Implementing a new website section for communicating information related to COVID-19 and the Township's response to the public.

### **Engagement with the Community**

The Township has made communications and engagement a priority from the outset of this pandemic in response, staff immediately implemented a two-pronged emergency communications strategy utilizing both electronic and traditional tactics. The Township started providing specific COVID-19 Updates via our e-newsletter which were shared on our website and social media platforms (twitter and facebook) as well as advertised through the Brock Voice. In order to ensure we were reaching those residents who do not have access to technology, we have been utilizing our bi-weekly advertisement in the Brock Citizen to provide COVID specific updates to residents and posted posters in prominent places. A dedicated COVID-19 landing page has been created on our website ([www.townshipofbrock.ca/COVID-19](http://www.townshipofbrock.ca/COVID-19)) and just recently, we launched a dedicated COVID-19 newsfeed which residents can subscribe to.

Several public engagement initiatives and communications have been developed including:

- Notice to Seasonal Residents and tourists;
- Videos from the Mayor on COVID-19 specific topics;
- Brock ... We are in This Together Stay At Home handout;
- Regional #DurhamStrong campaign;
- #BeKind Social Media Campaign;
- Regional #StayHome Campaign;
- Fraudster Information; and
- Brock ... A Community That Cares Weekly Communication (first one was shared over 10,000 times).

The Township continues to engage with our counterparts in other levels of government, as well as the Region of Durham and area municipalities and share important information to our residents. Staff will continue to work with our counterparts to ensure all relevant information is disseminated to our community.

### **Staffing Resources**

In response to decisions made by the upper levels of government and public health authorities, the Township implemented certain measures to protect staff while maintaining critical services. These measures include the implementing of systems to encourage social distancing and providing the technology for staff to work from home when possible.

Management met with the Union to develop a plan to keep all full time unionized staff working by redeploying some to assist with arena maintenance while those still in the works depot were assigned vehicles where it was possible for each employee to ride alone rather than in pairs. This plan allows for proper social distancing while allowing staff to continue to address essential tasks.



Management also worked with Information Technology (IT) staff to set up devices that would allow staff working in the Municipal Administration building to work remotely. The building is staffed most days with one person from each department. This person deals with issues that cannot be dealt with remotely and is able to practice proper social distancing due to the limited number of coworkers present. By providing secure VPN access to the internal IT networks and the use of Township spare cell phones staff have been able to effectively continue their regular work remotely.

Measures and actions have also been taken to take every reasonable precaution for the protection of our employees as required by the Occupational Health & Safety Act. These include limiting the access by the public or third parties to Township facilities. The installation of a door bell unit allows for deliveries or critical prearranged appointment to continue in a controlled setting. Additional personal protective equipment and supplies have been ordered for the use of front lines staff. Stations have been set up for staff to allow for self-temperature testing and sanitizing. These practices along with a reporting protocol for illness are intended to ensure the safety of workers.

In an effort to allow for proper social distancing and keep controllable costs to a minimum it was necessary to lay off casual, contract and temporary part time staff in most departments. This included 8 Crossing Guards not required due to school Closures; 5 Casual Labourers working in the arenas that were closed before the end of the normal ice season; 9 Rink workers that were not needed once the arenas were closed; 1 Cleaner who was not required for a closed rental facility; and 6 part time Library employees that were not required with the facilities closed. While some of these employees would have been laid off at the end of the season they were let go ahead of time due to the facility closures.

In addition to the layoffs related to closures there were three employees who left the Township's employ during this period. The vacancies created in these positions are currently not being filled however senior management is constantly monitoring staff levels and may have to fill one or more of these vacancies depending on the length of the state of emergency.

The Township's Senior Management Team continues to closely track the availability of meaningful work to ensure our staffing response is appropriate. This is being done with consideration to the Township's fiduciary responsibility to taxpayers.

### **Financial Implications**

The Township continues to monitor and track the financial impacts and pressures from the COVID-19 pandemic. It must be stated, financial goals are secondary to following direction and advice from public health officials regarding the health and safety of the community and residents.

Due to the cost control measures taken by the Township early in this emergency, immediate financial impacts in the first six weeks appear minimal. The loss in revenues associated with the early closure of the Arenas is offset by the saving realized due to the layoff of casual/part time staff. The cancellation of the March Break Day Camp Program

allowed the Township to avoid the cost of hiring part time staff to run the camp with no impact to the budget. In looking at the overall payroll related accounts, the Township was able to save almost \$150,000 in total costs when compared to the same time in 2019. Part of these savings relates to the COVID-19 layoffs and part to the change in staffing complement compared to 2019. These savings will help offset the added cost incurred by the Township for enforcement of the closures ordered by the Province, additional signage to help keep the public informed of closures, personal protective equipment and cleaning supplies and improvements to the IT infrastructure necessary to facilitate working from home.

Should the closures remain in effect for another six weeks it is anticipated that it will have the following effects:

- Loss of Investment revenue – April was already showing a significant decline with revenue posted being one third that reported in the March. To date the loss over last year is just over \$14,000.
- Loss in Interest and Penalty Revenue – Although the amount shown at the end of April is about \$12,000 lower than last year this is due to improved collection of outstanding taxes. The May 1st penalty of just over \$35,000 was waived by Council in an effort to assist property owners through this emergency. It is anticipated that the June 1<sup>st</sup> waiver could be close to the same amount.
- Treasury staff reports that an additional \$500 in service fees mostly related to NSF charges have been waived to assist taxpayers. The number of these waived fees is expected to continue to increase as the duration of the emergency is extended.
- A delay in hiring casual staff for summer maintenance (grass cutting and outdoor maintenance) has the potential of saving the Township approximately \$5,000 per week however the work normally performed by these casuals would need to be done by the Township's full time staff. Any delay in hiring has the potential of impacting the completion of projects planned for 2020.

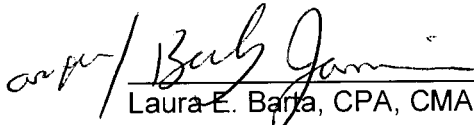
When compared to other municipalities in the Region of Durham, the Township's impact to date is relatively minor. Most other locals are dealing with significant financial costs associated with having year round recreation facilities offering a much higher level of programming being closed to the public. The Region of Durham is also dealing with significant financial costs for the added levels of service required during the pandemic in the areas related to Public Health, Long Term Care, Social Services, Policing, Transit etc. These additional costs will be shared by all the lower tier municipalities in subsequent year's budgets if additional funding from the Province and the Federal government is not made available.

Management for the Township of Brock has taken measures to limit spending when possible and is tracking the costs directly related to the emergency. The Township is also proceeding with many of the capital projects approved in the 2020 budget in an effort to help stimulate the economy. The management group continues to look at ways to further support property owners while providing services essential to the community.


## **Conclusion**

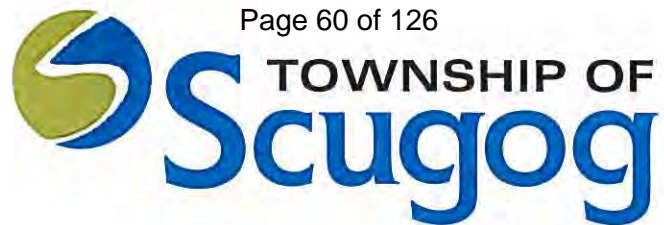
The Township, as are all other municipalities in Canada, is dealing with the financial realities of the COVID-19 virus. Management will continue to act swiftly and decisively in response to the important directives of the government and public health officials.

Respectfully submitted,

  
\_\_\_\_\_  
Laura E. Barfa, CPA, CMA  
Treasurer

Reviewed by,

  
\_\_\_\_\_  
Robert Lamb Ec.D., CEcD  
Chief Administrative Officer/Deputy Clerk



May 29, 2020

Kevin Narraway  
Manager of Legislative Services/Deputy Clerk  
Town of Whitby  
Sent via email to: [clerk@whitby.ca](mailto:clerk@whitby.ca)

**Re: Correspondence from the Town of Whitby (79-20) – Provincial Electric Vehicle Rebate Program**

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Dear Mr. Narraway:

At the last regular Council meeting of the Township of Scugog held May 25, 2020, your correspondence (79-20) regarding the above captioned matter was discussed.

I wish to advise that the following resolution was passed:

**“THAT Correspondence No. 79-20 received from the Town of Whitby regarding the Provincial Electric Vehicle Rebate Program, be received and endorsed.”**

Should you require anything further in this regard, please do not hesitate to contact the undersigned.

Best regards,

A handwritten signature in black ink, appearing to read 'John Paul Newman', written over a horizontal line.

John Paul Newman  
Director of Corporate Services/Clerk

cc: Honourable Carolyn Mulroney, Minister of Transportation  
[minister.mto@ontario.ca](mailto:minister.mto@ontario.ca)  
Honourable Jeff Yurek, Minister of the Environment, Conservation and Parks  
[jeff.yurek@pc.ola.org](mailto:jeff.yurek@pc.ola.org)  
Honourable Rod Phillips, Minister of Finance [rod.phillips@pc.ola.org](mailto:rod.phillips@pc.ola.org)  
Lindsey Park, MPP [lindsey.park@pc.ola.org](mailto:lindsey.park@pc.ola.org)  
Erin O'Toole, MP [erin.otoole@parl.gc.ca](mailto:erin.otoole@parl.gc.ca)  
N. Cooper, Director of Legislative and Information Services, Town of Ajax  
[clerks@ajax.ca](mailto:clerks@ajax.ca)

.../2

- B. Jamieson, Township of Brock [bjamieson@townshipofbrock.ca](mailto:bjamieson@townshipofbrock.ca)
- A. Greentree, Municipal Clerk, Municipality of Clarington [clerks@clarington.net](mailto:clerks@clarington.net)
- M. Medeiros, City Clerk, City of Oshawa [mmedeiros@oshawa.ca](mailto:mmedeiros@oshawa.ca)
- S. Cassel, City Clerk, City of Pickering [clerks@pickering.ca](mailto:clerks@pickering.ca)
- D. Leroux, Clerk, Township of Uxbridge [dleroux@town.uxbridge.on.ca](mailto:dleroux@town.uxbridge.on.ca)

**Town of Whitby**  
575 Rossland Road East  
Whitby, ON L1N 2M8  
905.430.4300  
whitby.ca

CORR. # 79-20  
Rcvd: 18/03/2020



March 13, 2020

Via Email:

Honourable Doug Ford  
Premier of Ontario  
[premier@ontario.ca](mailto:premier@ontario.ca)

Re: Provincial Electric Vehicle Rebate Program

Please be advised that at a meeting held on March 9, 2020, the Council of the Town of Whitby adopted the following as Resolution # 41-20:

1. That the Council of the Town of Whitby requests that the Provincial Government re-establish an electric vehicle rebate program to encourage consumers to purchase zero emissions vehicles; and,
2. That a copy of this resolution be sent to the Minister of Transportation, the Minister of the Environment, Conservation and Parks, the Minister of Finance, the local M.P.P., the local M.P., and Durham Region municipalities.

Should you require further information, please do not hesitate to contact the Public Works Department at 905.430.4307.

  
Kevin Narraway  
Manager of Legislative Services/Deputy Clerk

Copy: S. Beale, Commissioner of Public Works – [beales@whitby.ca](mailto:beales@whitby.ca)  
S. Klein, Director of Strategic Initiatives – [klein@whitby.ca](mailto:klein@whitby.ca)

Honourable Caroline Mulroney, Minister of Transportation -  
[caroline.mulroney@pc.ola.org](mailto:caroline.mulroney@pc.ola.org)  
Honourable Jeff Yurek, Minister of the Environment, Conservation and Parks -  
[jeff.yurek@pc.ola.org](mailto:jeff.yurek@pc.ola.org)  
Honourable Rod Phillips, Minister of Finance - [rod.phillips@pc.ola.org](mailto:rod.phillips@pc.ola.org)  
Lorne Coe, M.P.P. - [lorne.coe@pc.ola.org](mailto:lorne.coe@pc.ola.org)

Ryan Turnbull, M.P. - [Ryan.Turnbull@parl.gc.ca](mailto:Ryan.Turnbull@parl.gc.ca)

N. Cooper, Director of Legislative and Information services, Town of Ajax –  
[clerks@ajax.ca](mailto:clerks@ajax.ca)

B. Jamieson, Township of Brock - [bjamieson@townshipofbrock.ca](mailto:bjamieson@townshipofbrock.ca)

A. Greentree, Municipal Clerk, Municipality of Clarington - [clerks@clarington.net](mailto:clerks@clarington.net)

M. Medeiros, City Clerk, City of Oshawa - [mmedeiros@oshawa.ca](mailto:mmedeiros@oshawa.ca)

S. Cassel, City Clerk, City of Pickering – [clerks@pickering.ca](mailto:clerks@pickering.ca)

J. Newman, Municipal Clerk, Township of Scugog - [jnewman@scugog.ca](mailto:jnewman@scugog.ca)

D. Leroux, Clerk, Township of Uxbridge - [dleroux@town.uxbridge.on.ca](mailto:dleroux@town.uxbridge.on.ca)

# By-laws



**THE CORPORATION OF THE TOWNSHIP OF BROCK**

**BY-LAW NUMBER 2947-2020**

**A BY-LAW TO AMEND BY-LAW NUMBER 2722-2017-AP, BEING A BY-LAW TO ADOPT AN ORGANIZATIONAL STRUCTURE AND PLAN OF EMPLOYEE BENEFITS FOR CERTAIN EMPLOYEES OF THE TOWNSHIP OF BROCK**

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**WHEREAS** pursuant to Section 5(3) of the Municipal Act, R.S.O. 1990, c. M.45, as amended, the powers of the municipality shall be exercised by by-law;

**AND WHEREAS** Council adopted By-law Number 2722-2017-AP, being a by-law to recognize the organizational structure and plan of employee benefits for those employees who are not members of the Canadian Union of Public Employees;

**AND WHEREAS** Council deems it appropriate to amend By-law Number 2722-2017-AP and has the authority to do so;

**NOW THEREFORE** the Council of the Corporation of the Township of Brock enacts as follows:

1. That Schedule "B" of By-law Number 2722-2017-AP is hereby deleted in its entirety and replaced with Schedule "B" attached hereto and forming part of the by-law.
2. That By-law Number 2722-2017-AP, as otherwise amended, is hereby amended to give effect to the foregoing but shall, in all other respects, remain in full force and effect.
3. That this by-law shall come into force and effect on the date of its enactment.

**THIS BY-LAW READ A FIRST, SECOND, AND THIRD TIME AND FINALLY PASSED THIS 8<sup>th</sup> DAY OF JUNE, A.D., 2020.**

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Mayor  
Debbie Bath-Hadden

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Clerk  
Becky Jamieson

**Schedule "B"**

**VACATIONS**

**1.01 Length of Vacation**

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

Less than one year	-	1 working day for each completed month maximum of 10 days
One year or more	-	2 weeks
In the year the Fifth Anniversary falls	-	3 weeks
In the year the Tenth Anniversary falls	-	4 weeks (not more than 3 weeks to be taken during July and August)
In the year the Seventeenth Anniversary falls	-	5 weeks (not more than 3 weeks to be taken during July and August)
In the year the Twenty-second - Anniversary falls	-	6 weeks (not more than three weeks to be taken during July and August)
In the year the Twenty-seventh - Anniversary falls	-	7 weeks (not more than three weeks to be taken during July and August)

For the purposes of calculating vacation, vacation shall be accrued on a pro-rated basis from the 1<sup>st</sup> day of July in one year to the 30<sup>th</sup> day of June in the year following.

**1.02 Holidays During Vacation**

If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each holiday in addition to their regular vacation time.

**1.03 Calculation of Vacation Pay**

Vacation pay shall be at the rate effective immediately prior to the vacation period.

**1.04 Vacation Pay on Termination**

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

**1.05 Preference in Vacations**

Vacations shall be granted first, on the basis of the needs of the Corporation to ensure appropriate staffing levels and second, on the basis of seniority among employees, recognizing that the Employer will use its best efforts to balance all vacation requests with the needs of the Corporation.

**1.06 Vacation Schedules**

Vacation schedules shall be mutually agreed upon between the Employer and the employees and shall be posted by May 1st each year and shall not be changed unless mutually agreed to by the employee and the Employer.

1.07 **Unbroken Vacation Period**

Save as hereinbefore provided, an employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

1.08 **Illness During Vacation**

Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation. An employee may be required to produce a certificate from a qualified medical practitioner.

**HOLIDAYS**

2.01 **List of Holidays**

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	3.5 hours on Christmas Eve Day
Victoria Day	Christmas Day
Dominion (Canada) Day	Boxing Day
First Monday in August	3.5 Hours on New Year's Eve Day

and any other day proclaimed as a holiday by the Dominion, Provincial or the Municipal Government. In addition to the foregoing the Employer shall allow for a floating holiday to be taken at a time mutually agreed upon between the Employee and the Employer.

2.02 **Holidays Falling on Weekend**

When any of the above-noted holidays fall on a Saturday or Sunday, and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this agreement.

2.03 **Holiday Pay**

Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal day's pay.

**PROMOTIONS AND STAFF CHANGES**

3.01 **Job Postings**

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall post notice of the position in the Employer's offices, locker rooms, shops, and on all bulletin boards for a minimum of one week, in order that all employees will know about the position and be able to make written application therefor.

3.02 **Information in Postings**

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, and skills. These qualifications may not be established in an arbitrary or discriminatory manner.

3.03 **Trial Period – (Promotions or Re-Classifications) – Existing Employees**

The successful applicant shall be placed on trial for a period of one (1) year. Conditional on satisfactory service, such trial promotion shall become permanent after the period of one (1) year. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to

perform the duties of the new job classification, they shall be returned to their former position without loss of seniority, and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wage or salary.

### 3.04 Probationary Period – New Employees

All employees hired to fill a permanent position shall be considered on a probationary period of one (1) year from the date of hiring and upon written recommendation of the Department Head with the written concurrence of the Chief Administrative Officer & Municipal Clerk that his or her services are satisfactory, shall be deemed a "Permanent Employee". Any documents required by the municipality shall be submitted at the time an employee is declared to be a "Permanent Employee", prior to acceptance of the said employee.

### HOURS OF WORK

- 4.01 The normal work week shall consist of five (5) seven (7) hour days from Monday to Friday, inclusive, for a total of thirty-five (35) hours per week. No compensation is payable by the Employer for the one (1) hour lunch period provided to each employee. Notwithstanding the foregoing, the normal work week for the Supervisor of Operations position shall consist of five (5) eight (8) hour days from Monday to Friday, inclusive, for a total of forty (40) hours per week.
- 4.02 All employees shall be permitted a fifteen (15) minute rest period in the first three-and-a-half (3½) hour period and the second three-and-a-half (3½) hour period.

### OVERTIME

- 5.01 All time worked by employees beyond the normal work day, the normal work week, or on a holiday shall be considered as overtime, as defined herein, and the overtime rates shall apply for such work as follows:

- TIME AND ONE-HALF

It is understood that all overtime must be pre-approved by the Department Head and reported to the Chief Administrative Officer & Municipal Clerk. Further, no overtime shall be paid for a time increment of less than one-half hour and any increments of less than one-half hour shall not be cumulative from one day to another.

Department Heads, as defined in Schedule "A" attached to and forming part of this by-law, as well as the Tax Collector, Deputy Fire Chief, Building Inspector/Deputy CBO, By-law Enforcement/Canine Control Officer, Facilities Co-ordinator, Supervisor of Operations, and Deputy Clerk (collectively referred to as "Mid-Level Managers") shall be entitled to a maximum of ten (10) days of paid time-off in lieu of overtime per calendar year provided that the amount of time-off in lieu shall not exceed the amount of overtime accrued and which shall not be cumulative from one calendar year to the following calendar year. The provisions of clause 5.02 shall not apply to paid time-off in lieu extended to the Department Heads or Mid-Level Managers.

### 5.02 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate rate at a time mutually selected by the employee and the Employer and that a request for such time off in lieu of the said overtime pay shall be made in writing and shall be confirmed in writing by the Employer. The maximum amount of time off in lieu of said overtime pay any employee may accrue in any calendar year is 12 days. All time off in lieu of overtime pay shall be taken during the year in which overtime occurs, and that all time banked, and not taken by December 31 in the year which the overtime occurs shall be paid for in cash at the appropriate overtime rate.

### SICK LEAVE PROVISIONS

#### 6.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with pay by virtue of being sick or disabled, quarantined by exposure to contagious

disease, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act, 1997.

#### 6.02 **Amount of Sick Leave**

Sick leave shall be earned by employees in accordance with the provisions set out in Schedule "C" attached to and forming part of this agreement.

#### 6.03 **Illness in the Family**

In case of illness of an immediate member of the family of an employee where no one is at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying their supervisor, to use a maximum of five (5) sick leave days per illness for this purpose, provided that the employee shall be limited to a total of ten (10) days in any calendar year for this purpose. It is understood that "immediate family" shall include spouse, child, parent or parent-in-law, stepchild(ren), grandparent and step grandparent (all of which must reside in the same household on a continuous full-time basis).

Illness in the family shall be defined as someone who is sick, either of body or mind, and generally refers to a disease which is not anticipated and is unexpected where there is no control over its timing. Illness in the family does not constitute a pre-planned appointment for surgery or other medical attention.

#### 6.04 **Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in Schedule "C". Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half day.

#### 6.05 **Proof of Illness**

An employee shall be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days certifying that such employee is unable to carry out their duties due to illness.

### **BENEFITS**

#### 7.01 **Pension**

In addition to the Canada Pension Plan, every employee shall join a mutually agreeable pension plan. The Employer and the employees shall make contributions in accordance with the provisions of the plan.

#### 7.02 **Hospital and Medical Insurance**

The Employer shall pay the premiums of the following plans:

- 1) Ontario Hospital Services Plan
- 2) Manulife Financial
  - Extended Health Care - (\$10/20 deductible or equivalent) including private hospital coverage
  - Vision care in the amount of \$400.00 every 24 months effective on March 23, 2020
  - Prescriptions shall be subject to a dispensing fee cap of \$12.00
  - Basic dental coverage shall have an annual maximum of \$1,500 and dental check-ups shall be every 9 months
  - Effective March 23, 2020 Dentures, crowns, and bridges at 50% co-pay with a combined calendar year maximum of \$1,500.00 and orthodontics payable at 50% with a lifetime maximum of \$2,000.00.

for all present employees. In the case of absence for illness, the Employer contributions will be paid in accordance with clause 6.01. Thereafter, the employee may pay the full premiums through the Employer if they so desire. The Employer shall pay 100% of the premium cost for a basic dental plan, the said plan to be in effect immediately. The current O.D.A. Schedule of Fees shall apply.

7.03 **Group Life Insurance**

Employees shall participate in a mutually agreed Group Life and Accidental Death and Dismemberment Insurance Policy in the amount of twice the annual salary per employee, with the Employer paying the regular monthly premiums. Dividends from this policy may be allowed to accrue but shall only be used for the improvement of the Group Life Plan from time to time.

7.04 **Supplementation of Compensation Award**

An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety and Insurance Act shall receive from the Employer the difference between the amount payable by the Workplace Safety and Insurance Board and their regular salary to a maximum of nine (9) months.

7.05 **Benefits for Early Retirees**

Employees who retire early (before age 65) and achieve a magic number of 85, defined as their age plus years of service, and who take a retirement pension will now be provided with extended health (drugs, private hospital and vision care) and the dental plan coverage up to age 65 provided that 75% of their years of service has been accumulated while employed by the Corporation. The requirement to obtain 75% of an employee's years of service shall apply to all employees hired on or following July 1, 2006. The cost of this program is paid by the Corporation.

7.06 **Death Benefit**

The Corporation will, upon the death of an Employee, continue benefits for the spouse and/or dependents for eighteen (18) months or age 65 of spouse or until they remarry, whichever comes first.

**VOLUNTARY TERMINATION OF EMPLOYMENT**

- 8.01 Two (2) weeks' notice shall be given by permanent employees. Seven (7) calendar days' notice shall be given by other employees.

**PAYMENT OF WAGES AND ALLOWANCES**

- 9.01 a) The Employer shall pay salaries and wages bi-weekly;
- b) Mileage allowances at the rate of fifty-two (0.52) cents per kilometer shall be paid to employees using their own automobiles for the Employer's business, with the exception of the Chief Administrative Officer & Municipal Clerk. An annual mileage allowance, as determined by Council, shall be paid on a monthly basis to the Chief Administrative Officer & Municipal Clerk.
- c) Out-of-pocket expenses incurred by an employee while on the employer's business shall be paid by the employer to the said employee upon the submission of an account for the said expenses to the Treasurer following approval by the respective Department Head.

**LEAVES OF ABSENCE**

10.01 **Bereavement Leave**

An employee shall be granted five (5) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of the death or serious illness of a wife, husband, child, step-child, grandchild, step-grandchild, parent, or step-parent.

An employee shall be granted three (3) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of the death or serious illness of a brother, step-brother, sister, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparent, or step-grandparent.

An employee shall be granted three (3) regularly scheduled consecutive work days' without loss of salary or wages in the case of the death or serious illness of a second degree relative (cousin, aunt, uncle, nephew, niece) who has been residing in the same household.

Where the burial occurs outside the Province, such leave shall include, as well, reasonable traveling time, the latter not to exceed seven (7) days.

An employee shall be granted one (1) day's leave when asked to be a pallbearer.

An employee will be granted a further day on the above entitlements to be used if an interment and/or a day of celebration occurs at a later date.

10.02 **Medical Care Leave**

Employees shall be allowed paid leave of absence to a maximum of twenty-one (21) hours annually to engage in personal preventive medical and dental care, it being understood that the Employee shall return to work immediately following the conclusion of the appointment. On request, employees may be required to show proof of medical or dental care.

10.03 **Time Off for Elections**

Employees shall be allowed 3 consecutive hours off before the closing of polls in any federal, provincial or municipal election or referendum without deduction from normal daily pay.

10.04 **Jury or Court Witness Duty**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

10.05 **Education Allowance**

The Township of Brock will reimburse to an employee the tuition fees for courses of study taken by the employee to improve the employee's educational qualifications, providing the courses of study have been approved by the Township. The payment of the tuition fees will not be made until after the successful completion of the examination. The employee shall be required to provide proof of successful completion of the said examination.

10.06 **Education Leave**

Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications in the service.

10.07 **General Leave**

The Employer shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly.

10.08 **Pregnancy, parental and adoption leave**

Pregnancy, parental and adoption leave shall be granted in accordance with the Employment Standards Act, 2000.

**GENERAL PROVISIONS**

11.01 **Job Reclassification**

All reclassifications of Employees shall be recommended by the Department Head to the Chief Administrative Officer & Municipal Clerk and each or any such recommendation

may be made by the Chief Administrative Officer & Municipal Clerk to the Administration & Personnel Committee.

11.02 **Uniform & Clothing Allowances**

The Employer shall provide safety boots, if applicable, and uniforms, if required by the municipality, for the use of those employees concerned.

11.03 **Plural or Feminine Terms May Apply**

Wherever the singular or masculine is used in these schedules, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.



**THE CORPORATION OF THE TOWNSHIP OF BROCK**

**BY-LAW NUMBER 2948-2020**

**BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE TOWNSHIP OF BROCK TO ENTER AN AGREEMENT WITH THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1652**

---

**WHEREAS** By-law Number 12-74-AP of the Corporation of the Township of Brock, in the Regional Municipality of Durham provides that the said Corporation voluntarily recognizes the Canadian Union of Public Employees and its Local 1652 as the sole and exclusive bargaining unit for all of its employees, save and except the Canine Control/By-law Enforcement Supervisor, the Facilities Coordinator, the Supervisor of Operations, persons above the rank of Supervisor of Operations and the Office Staff;

**AND WHEREAS** it is deemed expedient to amend the current collective agreement, effective April 1, 2019, based on the conditions of Settlement between the Corporation of the Township of Brock and the Canadian Union of Public Employees and its Local 1652;

**NOW THEREFORE** the Council of the Corporation of the Township of Brock enacts as follows:

1. THAT the Mayor and Clerk be and they are hereby authorized to sign and affix the Corporate Seal to an agreement dated April 1, 2019 between the Canadian Union of Public Employees and its Local 1652 and the Corporation of the Township of Brock, to settle conditions of employment between the Union and the Corporation as contained in Appendix "1" attached to and forming part of this by-law.

**THIS BY-LAW READ TWICE THIS 8<sup>TH</sup> DAY OF JUNE, A.D., 2020.**

\_\_\_\_\_  
Mayor  
Debbie Bath-Hadden

\_\_\_\_\_  
Clerk  
Becky Jamieson

**THIS BY-LAW READ A THIRD TIME AND FINALLY PASSED THIS 8<sup>TH</sup> DAY OF JUNE, A.D., 2020.**

\_\_\_\_\_  
Mayor  
Debbie Bath-Hadden

\_\_\_\_\_  
Clerk  
Becky Jamieson

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**APPENDIX "1"**

**THIS AGREEMENT**

**MADE THIS - 1ST - DAY OF APRIL, A.D., 2019.**

**B E T W E E N:**

**THE CORPORATION OF THE TOWNSHIP OF BROCK**  
Hereinafter called the 'EMPLOYER"  
PARTY OF THE FIRST PART

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL NUMBER 1652**  
Hereinafter called the "UNION"  
PARTY OF THE SECOND PART

**ARTICLE 1: PREAMBLE**

1.01 **WHEREAS** it is the desire of both parties to this agreement:

- 1) TO maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- 2) TO recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- 3) TO encourage efficiency in operation;
- 4) TO promote the morale, well-being and security of all the employees in the Bargaining Unit of the Union;

1.02 **AND WHEREAS** it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

**NOW THEREFORE**, the Parties agree as follows:

**ARTICLE 2: MANAGEMENT RIGHTS**

2.01 **Management Rights**

The Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the working forces of the Employer, subject to the terms of this agreement. The question of whether one of these rights is limited by this agreement may be decided through the grievance procedure.

2.02 **Not Discriminatory**

The Employer shall not exercise its rights to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive present employees of their employment, unless through just cause.

**ARTICLE 3: RECOGNITION AND NEGOTIATIONS**

3.01 **Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and Its Local #1652 as the sole and exclusive collective bargaining agency for all of its employees save and except the Canine Control Officer/Courier, Facilities Coordinator, Superintendent, persons above the rank of Superintendent, and Office Staff, and persons regularly employed for not more than 24 hours per week, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 **Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting, or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employees.

3.02(A) The Union and the Employer agree that, notwithstanding Article 3.02, bookings for use of the arenas and community centres may also be undertaken by the Employer, the details of which would be developed by the Employer and the Union.

3.03 **No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives which may conflict with the terms of this collective agreement.

**ARTICLE 4: NO DISCRIMINATION**

4.01 **Employer Shall Not Discriminate**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise, by reason of any ground protected by the Ontario Human Rights Code, including place of residence, nor by reason of their membership, non-membership or activity in the Union.

**ARTICLE 5: UNION SECURITY**

5.01 **All Employees to be Members**

All employees of the Employer included in the bargaining unit, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union within 90 days of employment with the Employer.

**ARTICLE 6: CHECK-OFF OF UNION DUES**

6.01 **Check-Off**

The Employer shall deduct from every employee any monthly dues, initiations, or assessments levied, in accordance with the Union constitution and/or by-laws, and owing by them to the Union.

6.02 **Deductions**

Deductions shall be made from each biweekly payroll period and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made.

**ARTICLE 7: THE EMPLOYER AND THE UNION SHALL  
ACQUAINT NEW EMPLOYEES**

7.01 **New Employees**

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

7.02 **Copies of Agreement**

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their union steward or representative who will provide them with a copy of the collective agreement.

**ARTICLE 8: CORRESPONDENCE**

8.01 **Correspondence**

All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the Chief Administrative Officer, P.O. Box 10, Cannington, Ontario, and the Secretary of the Union.

**ARTICLE 9: LABOUR MANAGEMENT RELATIONS**

9.01 **Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

9.02 **Bargaining Committee**

A Union bargaining committee shall be appointed to consist of not more than three members of the Union as appointees of the Union. The Union will advise the Employer of the Union nominees to the committee.

9.03 **Function of Bargaining Committee**

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc., shall be referred to the bargaining committee for discussion and settlement.

9.04 **Representative of Canadian Union**

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing with or negotiating with the Employer. Such representative shall have reasonable access to the Employer's premises on notification to the Employer in order to investigate and assist in the settlement of a grievance.

9.05 **Meeting of Committee**

In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement.

9.06 **Time Off for Meetings**

Any representative of the Union on the bargaining committee, who is in the employ of the Employer, shall have the privilege of attending committee meetings held within working hours without loss of remuneration.

**ARTICLE 10: RESOLUTIONS AND REPORTS OF THE BOARD**

10.01 **Employer Shall Notify Union**

The Employer agrees that any reports or recommendations about to be made to the Council dealing with matters of policy and conditions of employment and which affect employees within this bargaining unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them, and, if thought necessary, of speaking to them when they are dealt with by the Council.

10.02 **Copies of Resolutions**

Copies of all publicly available motions, resolutions and by-laws or rules and regulations adopted by the Council which affect the members of this Union are to (1) be forwarded to the Union, and (2) be posted on all bulletin boards.

**ARTICLE 11: GRIEVANCE PROCEDURE**

11.01 **Election of Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect stewards, whose duties shall be to assist any employee which the steward represents in preparing, and in presenting their grievance in accordance with the grievance procedure.

11.02 **Names of Stewards**

The Union shall notify the Employer in writing of the name of each steward and the department(s) they represent before the Employer shall be required to recognize them.

11.03 **Grievance Committee**

The stewards so selected shall constitute the Grievance Committee so long as they remain employees or until their successors are chosen.

11.04 **Permission to Leave Work**

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union understands and agrees that each steward is employed to perform full-time work for the Employer and that they will not leave their work during working hours except to perform their duties under this agreement. Therefore, no steward shall leave their work without obtaining the permission of their Department Head or designate, which permission shall not be unreasonably withheld.

11.05 **Definition of Grievance**

A grievance under this agreement shall be defined as any difference or dispute arising from this agreement between the Employer and any employee(s) in this bargaining unit or the Union, or a case where the Employer has acted unjustly.

11.06 **Settling of Grievances**

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

**Step 1**

The aggrieved employee(s) shall submit the grievance to their steward within fifteen (15) working days after the circumstance giving rise to the grievance having occurred.

**Step 2**

If the Union steward considers the grievance to be justified, the employee(s) concerned, together with their steward, shall first seek to settle the dispute with the employee's supervisor.

**Step 3**

Failing satisfactory settlement within 2 working days after the dispute was submitted under Step 2, the employee(s) concerned, together with the steward, will submit to the Department Head a written statement of the particulars of the complaint and the redress sought. The Department Head shall render their decision within 4 working days after receipt of such notice.

**Step 4**

Failing settlement being reached in Step 3, the employee(s) concerned, together with the Grievance Committee shall submit the matter to the Chief Administrative Officer who shall render their decision within 5 working days after receipt of such notice.

**Step 5**

Failing settlement being reached in Step 4, the employee(s) concerned, together with the Grievance Committee shall submit the matter to the three Employer's members of the bargaining committee, which shall render its decision within 5 working days.

**Step 6**

Failing a satisfactory settlement being reached in Step 5, the Union may, on giving 5 days' notice in writing to the Employer of its intention, refer the dispute to arbitration.

11.07 **Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1, 2 and 3 of this article may be bypassed.



11.08 **Union May Initiate Grievances**

The Union and its representatives shall have the right to originate a grievance for an employee, or group of employees, other than through an employee(s) or steward, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

11.09 **Grievances on Safety**

An employee or group of employees who believe they are being required to work under conditions which are unsafe and unhealthy shall have the right to file a grievance in the third step of the grievance procedure for preferred handling in such procedure and arbitration.

11.10 **Replies in Writing**

Replies to grievances shall be in writing at all stages.

11.11 **Facilities for Grievances**

The Employer shall supply the necessary facilities for the grievance meetings.

11.12 **Supplementary Agreements**

Supplementary Agreements, if any, shall form part of this agreement and are subject to the grievance and arbitration procedure.

11.13 **Failure to Act Within Time Limits**

Failure of the Grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified shall not be deemed to have prejudiced the Union on any future identical grievance.

11.14 **Technical Objections to Grievances**

No grievance shall be defeated by any formal or technical objection, and the Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.

**ARTICLE 12: ARBITRATION**

12.01 **Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an arbitration board. Within 5 days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial chairman.

It is understood that the parties may agree to appoint a single arbitrator in lieu of a board and the procedures for selecting and powers conferred on the chair of the Board set out in Article 12 shall also apply to the appointment of that single arbitrator.

12.02 **Failure to Appoint**

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within 7 days of appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

12.03 **Board Procedure**

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within 10 days from the time the chairman is appointed.

12.04 **Decisions of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

12.05 **Disagreement on Decision**

Should the parties disagree as to the meaning of the decision, either party may apply to the chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within 3 days.

12.06 **Expenses of the Board**

Each party shall pay:

- 1) The fees and expenses of the arbitrator it appoints.
- 2) One half the fees and expenses of the chairman.

12.07 **Amending of Time Limits.**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this agreement.

12.08 **Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or

the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

**ARTICLE 13: DISCHARGE, SUSPENSION AND DISCIPLINE**

13.01 **Warnings**

Whenever the Employer or a designate deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their work up to a standard by a given date, the Employer shall within 5 days thereafter give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

13.02 **Discharge Procedure**

An employee who has completed the 90-day probationary period may be dismissed but only for just cause and only upon the authority of the Employer. A Department Head may suspend an employee, but shall immediately report such action to the Chief Administrative Officer. When an employee is discharged or suspended, such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

13.03 **May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1, 2 and 3 of the Grievance Procedure shall be omitted in such cases.

13.04 **Unjust Suspension or Discharge**

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the day period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

**ARTICLE 14: SENIORITY**

14.01 **Seniority Defined**

Seniority is defined as the length of service of the employee for the Employer the Township of Brock and shall be a factor in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining-unit-wide basis.

14.02 **Seniority List**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January in each year.

14.03 **Probationary Employees**

Newly hired employees shall be considered as being on a probationary basis for a period of 90 days worked from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 4, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 **Casual Labourers**

Casual Labourers can be hired at any time for a period of up to twelve (12) months, or a longer period upon mutual agreement between the parties provided that such Casual Labourer does not displace a regular employee. Casual Labourers shall receive all rights and benefits on a pro rata basis in the Collective Agreement, except for Articles 14.01, 14.02, 14.05, 25.01, 25.02 and 25.03. The employment of such employees may be terminated at any time during the period of employment without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 4, as the basis of termination. Despite the foregoing, any casual labourers who work twelve consecutive months (summer and winter seasons), will be given seniority rights for the sole purpose of future casual labourer positions and will only be terminated in accordance with Article 14.05 during the term of their contract. It is acknowledged that the employer shall not increase the number of Casual Labourers to be employed (eleven (11)) as per the levels established in 2006.

14.05 **Loss of Seniority**

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- 1) They are discharged for just cause and is not reinstated.
- 2) They resign.
- 3) They are absent from work in excess of 5 working days without notifying the Employer, unless such notice was not reasonably possible.
- 4) They fail to return to work within 7 calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.

- 5) They are laid off for a period of more than one year. Should the Employer merge, amalgamate or combine any of its operations or functions with another employer, the Employer agrees to the retention of seniority rights for all employees with the new employer.
- 6) They overstay an approved leave of absence and fail to obtain written extension from the Employer, unless such notice was not reasonably possible.

## **ARTICLE 15: PROMOTIONS AND STAFF CHANGES**

### **15.01 Job Postings**

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops, and on all bulletin boards for a minimum of one week, in order that all members will know about the position and be able to make written application therefor.

### **15.02 Information in Postings**

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner, and a program of job training must be initiated.

### **15.03 Method of Making Appointments**

In making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications and ability. Appointments from within the bargaining unit shall be made within 5 weeks of the closing date of the job posting.

### **15.04 Trial Period**

The successful applicant shall be placed on trial for a period of 90 days worked excluding holidays, vacations, sick leave, and leaves of absence. Conditional on satisfactory service, as determined in the sole discretion of the Employer acting reasonably, such trial promotion shall become permanent. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority, and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wage or salary.

15.05 **Promotions Requiring Higher Qualification**

In cases of promotion requiring higher qualification or certification, the Employer shall give consideration to the senior employee who does not possess the required qualifications, but is preparing for qualification prior to filling of a vacancy. Such employee will be given an opportunity to qualify within a reasonable length of time, and to revert to their former position if the required qualifications are not met within such time.

15.06 **Union Notification**

The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls, and terminations of employment.

15.07 **Disabled Employees' Preference**

An employee who has been incapacitated at their work by injury or compensable occupational disease, or who, through advancing years or temporary disablement, is unable to perform their regular duties, will be employed in other work, if such other work is available and they have the required qualifications and ability for such work, without regard to other seniority provisions of this agreement, except that such employee may not displace an employee with more seniority.

**ARTICLE 16: LAYOFFS AND RECALLS**

16.01 **Layoff and Rehiring Procedure**

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. It is agreed that should a layoff occur, a casual employee is to be laid off first in order not to displace a full-time employee. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

16.02 **No New Employees**

No new employees will be hired until those laid off have been given an opportunity of re-employment.

16.03 **Notice of Layoff**

The Employer shall notify employees who are to be laid off 15 working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work 15 full days after notice of layoff, they shall be paid in lieu to work for that part of 15 days during which work was not made available.

16.04 **Continuation of Benefits**

The Employer agrees to pay the full coverage to the group insurance plans for employees laid off for periods of less than 6 months. In the event of a longer layoff,

employees so affected will be given the right to continue this coverage through direct payments.

16.05 **Grievances on Layoffs**

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 4 of the Grievance Procedure.

**ARTICLE 17: HOURS OF WORK**

17.01 **Hours**

- 1) The normal work week, except for parks and arena personnel shall consist of 5 8-hour days from Monday to Friday, inclusive, for a total of 40 hours per week.
- 2) The normal work period for parks and arena personnel shall consist of 8 consecutive hours per day; 10 days in a 2-week period; no more than 7 consecutive days with every third weekend off.
- 3) Summer hours for roads/works employees shall consist of four (4) 10 hour days (6:30 a.m. – 4:30 p.m.) and shall be effective from the second (2<sup>nd</sup>) full week of May until the end of the second (2<sup>nd</sup>) full week of September. The Employer shall post the schedule for summer hours no later than May 1<sup>st</sup> of each year. The Employer further agrees to schedule one (1) Full-time employee and one (1) casual labourer to work Fridays and the Full-time employee that works on the Friday will be given the previous Monday off.

17.02 **Working Schedule**

The hours and days of work of each employee shall be posted in an appropriate place at least 2 weeks in advance. The Employer shall, after agreement with the Union, set forth a working schedule for each department.

17.03 **Assignment of Employees to Arenas**

The number of permanent employees assigned to each employer arena for the winter months (October – March, inclusive) shall be based on the usage of the arena as determined by the Employer.

17.03 (B) **Travelling Grass Crew**

One full-time employee shall be assigned to the travelling grass crew for the summer months.

17.04 **Minimum Hours**

An employee reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of 3 hours' pay if they do not commence work, and a minimum of 4 hours' pay if the employee does commence work.

17.05 **Break Period**

All employees shall be permitted a 15-minute rest period both in the first and second half of a shift which shall be taken at the job site where the employee has been assigned.

17.06 **Wash-Up Time**

Employees shall be allowed 5 minutes' wash-up time before the lunch period and before quitting time.

17.07 **Running Lunch**

During the summer months set out in Article 17.01 3) all employees of the Roads Department shall be paid for a one half hour running lunch.

**ARTICLE 18: OVERTIME**

18.01 **Overtime Defined**

All time worked beyond the normal work day, the normal work week, or on a holiday shall be considered as overtime.

18.02 **Overtime Rates**

Overtime rates shall apply for work as follows:

- 1) On a regular work day - time and one half.
- 2) On a regularly scheduled day off - time and one half.
- 3) On a holiday when the employee was scheduled to work - time and one half plus another day off with pay at a time mutually agreeable between the employee and the Employer.
- 4) On a holiday when the employee was not scheduled to work - double time plus another day off with pay at a time mutually agreeable between the employee and the Employer.
- 5) On a Sunday - double time.

Regarding additional Arena Staff, and employees working on a rotating schedule, it is understood and agreed that their second day off will be recognized as their Sunday.

18.03 **No Lay-Off to Compensate for Overtime**

Employees shall not be required to lay off during regular hours to equalize any overtime worked.

18.04 **Sharing of Overtime**

Overtime and call back time shall be divided equitably among the employees who are willing and qualified to perform the work that is available.



18.05 **Minimum of Overtime**

Overtime work shall be on a voluntary basis with the exception of on-call, as defined in Article 23.05, and road patrols. The Employer will endeavour to keep overtime to a minimum.

18.06 **Overtime During Layoffs**

There shall be no overtime worked in any operation while there are employees on layoff able to perform the available work.

18.07 **Minimum Call-Back Time**

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of 3 hours at overtime rates provided that this does not apply to work performed immediately preceding or following a regular work day for which such overtime work shall be paid for on the basis of the actual time worked in accordance with Article 18.02.

18.08 **Time Off in Lieu of Overtime**

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate rate at a time mutually selected by the employee and the Employer and that a request for such time off in lieu of the said overtime pay shall be made in writing and shall be confirmed in writing by the Employer. The maximum amount of time off in lieu of the said overtime pay any employee may accrue in any calendar year is 12 days (96 hours). All time off in lieu of overtime pay shall be taken during the year in which overtime occurs, and that all time banked, and not taken by December 31 in the year which the overtime occurs shall be paid for in cash at the appropriate overtime rate with the exception of all overtime that falls within payroll one (1) of the next calendar year.

**ARTICLE 19: HOLIDAYS**

19.01 **List of Holidays**

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	4 Hours on Christmas Eve Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
First Monday in August	4 Hours on New Year's Eve Day

and any other day proclaimed as a holiday by the Dominion, Provincial or the Municipal Government, except Civic Holiday. In addition to the foregoing the

Employer shall allow for a floating holiday to be taken at a time mutually agreed upon between the Employee and the Employer.

19.02 **Additional Holiday**

When Christmas falls on a Tuesday, Boxing Day shall be observed on the preceding Monday. By mutual consent of the parties, this may be changed to a day other than the Monday.

19.03 **Holidays Falling on Weekend**

When any of the above-noted holidays fall on a Saturday or Sunday, and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this agreement.

19.04 **Holiday Pay**

Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal day's pay. Employees who are required to work shall be paid in accordance with Article 18.01.

19.05 **Holidays on Day Off**

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

**ARTICLE 20: VACATIONS**

20.01 **Length of Vacation**

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

Less than one year	-	1 working day for each completed month
	-	Maximum of 10 days
One year or more	-	2 weeks
In the year the Fifth Anniversary falls	-	3 weeks
In the year the Tenth Anniversary falls	-	4 weeks (not more than 3 weeks to be taken during July and August)
In the year the Seventeenth Anniversary falls	-	5 weeks (not more than 3 weeks to be taken during July and August)

In the year the Twenty-Second Anniversary falls 6 weeks  
(not more than three weeks to be taken during July and August)

In the year the Twenty-Seventh Anniversary falls 7 weeks  
(not more than three weeks to be taken during July and August)

20.02 **Holidays During Vacation**

If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each holiday in addition to their regular vacation time.

20.03 **Calculation of Vacation Pay**

Vacation pay shall be at the rate effective immediately prior to the vacation period, and shall include regular shift bonus where applicable.

20.04 **Vacation Pay on Termination**

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

20.05 **Preference in Vacations**

Vacations shall be granted first on the basis of seniority among those employees having children who attended school during the preceding spring, and secondly on the basis of seniority among those who did not have children attending school in the preceding spring, if such vacation is requested during the months of July and August.

20.06 **Vacation Schedules**

The Employer shall inform the employees, in writing, prior to March 1st of each year that all vacation requests must be submitted, in writing, by no later than March 31st of each year and that approval be posted no later than May 1st of each year. Any employee not submitting their requests by March 31st may not be granted their vacation as per their seniority. It is further agreed that written requests for vacation, between January 1st to May 1st of each year, be dealt with in a timely manner following such time as the request was made.

20.07 **Unbroken Vacation Period**

Save as hereinbefore provided, an employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

20.08 **Illness During Vacation**

Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation.

**ARTICLE 21: SICK LEAVE PROVISIONS**

21.01 **Sick Leave Defined**

Sick leave means the period of time an employee is permitted to be absent from work with pay by virtue of being sick or disabled, quarantined by exposure to contagious disease, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act, 1997.

21.02 **Amount of Sick Leave**

Sick leave shall be earned by employees in accordance with the provisions set out in Schedule "B" attached to and forming part of this agreement.

21.03 **Illness in the Family**

In case of illness of an immediate member of the family of an employee where no one is at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying their supervisor, to use a maximum of 5 sick leave days per illness for this purpose, provided that the employee shall be limited to a total of 10 days in any calendar year for this purpose. It is understood that "immediate family" shall include spouse, child, parent or parent-in-law, stepchild(ren), grandparent and step grandparent (immediate family member must reside in the same household).

21.04 **Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in Article 21.01. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half day.

21.05 **Proof of Illness**

An employee shall be required to produce a certificate from a qualified medical practitioner for any illness in excess of 3 working days certifying that such employee is unable to carry out their duties due to illness.

21.06 **Sick Leave During Leave of Absence**

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

21.07 **Sick Leave Without Pay**

Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

21.08 **Sick Leave Records**

A record of all unused sick leave will be kept by the Employer. Immediately after the close of each calendar year, each employee shall review the records of the Employer and verify that the accumulated sick leave is correct. Any employee is to be advised, on application, of the amount of sick leave accrued to their credit.

21.09 **Severance or Retirement Allowances**

Any regular employee, upon termination of their employment for any reason, shall be entitled to a sick leave gratuity as outlined in Schedule "B."

**ARTICLE 22: LEAVE OF ABSENCE**

22.01 **For Union Business**

Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

22.02 **Union Conventions**

Leave of absence without pay and without loss of seniority shall be granted upon request to the employer to employees elected or appointed to represent the Union at Union conventions or seminars.

22.03 **Leave for Union and Public Duties**

Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without loss of seniority by the Employer for a period of up to one year. Such leave shall be renewed each year on request during their term of office.

22.04 **Bereavement Leave**

An employee shall be granted five (5) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of the death or serious illness of a wife, husband, child, stepchild(ren), grandchildren, step grandchildren, parent, or stepparent.

An employee shall be granted three (3) regularly scheduled consecutive work days without loss of salary or wages in the case of the death or serious illness of a brother, stepbrother, sister, stepsister, mother-in-law, father-in-law, brother-in-law,

sister-in-law, grandparent, step-grandparent, or any second degree relative who has been residing in the same household. Where the burial occurs outside the Province, such leave shall include, as well, reasonable travelling time, the latter not to exceed 7 days.

An employee shall be granted one (1) day's leave when asked to be a pallbearer.

An employee will be granted a further day on the above entitlements to be used if an interment and/or a day of celebration occurs at a later date.

22.05 **Medical Care Leave**

Employees shall be allowed paid leave of absence up to twenty-four (24) hours per annum in order to engage in personal preventive medical and dental care. On request, employees may be required to show proof of medical or dental care.

22.06 **Time Off for Elections**

Employees shall be allowed 3 consecutive hours off before the closing of polls in any federal, provincial or municipal election or referendum without deduction from normal daily pay.

22.07 **Jury or Court Witness Duty**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

22.08 **Education Leave**

Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications in the service.

22.09 **General Leave**

The Employer shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly.

22.10 **Pregnancy, parental and adoption leave**

Pregnancy, parental and adoption leave shall be granted in accordance with the Employment Standards Act, 2000.

**ARTICLE 23: PAYMENT OF WAGES AND ALLOWANCES**

**23.01 Pay Days**

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day, each employee shall be provided with an itemized statement of their wages and deductions.

**23.02 Pay During Temporary Transfers**

When an employee is assigned by management to perform the principal duties of another job, they shall receive the rate for the job or their regular rate, whichever is the greater. Provided that the temporary transfer is for a period of 20 consecutive days or more, when an employee returns to their position paying a lower rate, their rate shall not be reduced until after 20 consecutive working days.

**23.03 Vacation Pay**

DELETED

**23.04 Mileage Allowance**

Mileage rates paid to employees using their own automobiles for the Employer's business shall be as follows:

- 1) Fifty-two cents (52¢) per kilometer, effective as of the date of ratification. All mileage shall be calculated from the first to the last day of each calendar month.
- 2) As a condition of employment, the Employer does not require anyone to own a car. When transportation is required, the employee may, with the approval of the Employer, elect to use their own car at the approved mileage rate. If an employee does not elect to use their own car, or if they do not own a car, the Employer will, if necessary, provide alternative transportation appropriate to the occasion.

**23.05 On Call Pay**

When an employee is advised that they are "on call", that is immediately available by direct telephone contact, they shall be paid straight time wages in accordance with the following schedule:

Monday to Friday, inclusive	-	2 hours pay per day
Saturday and Sunday	-	3 hours pay per day
Holidays listed in Article 19	-	4 hours pay per day

All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with Article 18 - **Overtime**, of this agreement. On call duty shall be equally divided among the qualified employees.

23.06 **Overtime Meal Allowance**

Employees required to work more than 4 hours' overtime in any day or shift shall be provided with a meal by the Employer.

23.07 **Educational Allowances**

The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify themselves to perform their job. The initial cost shall be made by the Employer. The employee shall reimburse the Employer for the full cost incurred by the Employer in the event that the employee is not successful in completing the course requirements including the receipt of a certificate if offered.

**ARTICLE 24: JOB CLASSIFICATION AND RECLASSIFICATION**

24.01 **Job Classification**

The Employer agrees to draw up job classifications for which the Union is bargaining agent.

24.02 **No Elimination of Present Classification**

Existing classifications shall not be eliminated without prior agreement with the Union.

24.03 **Changes in Classification**

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels they are unfairly or incorrectly classified, or when any position not covered by Appendix "A" is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

**ARTICLE 25: BENEFITS**

25.01 **Pension**

In addition to the Canada Pension Plan, every employee shall join a mutually agreeable pension plan. The Employer and the employees shall make contributions in accordance with the provisions of the plan.

25.02 **Hospital and Medical Insurance**

The Employer shall pay the premiums of the following plans:

- 1) Ontario Hospital Services Plan
- 2) Manulife Financial



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-Extended Health Care - (\$10/20 deductible or equivalent)  
including private hospital coverage

-Vision care in the amount of \$365.00 every 24 months. Effective on March 23, 2020, vision care in the amount of \$400.00 every 24 months

-Prescriptions shall be subject to a dispensing fee cap of \$12.00

for all present employees. In the case of absence for illness, the Employer contributions will be paid in accordance with Article 21.01. Thereafter, the employee may pay the full premiums through the Employer if they so desire. The Employer shall pay 100% of the premium cost for a basic dental plan, the said plan to be in effect immediately. The current O.D.A. Schedule of Fees shall apply.

Basic dental coverage shall have an annual maximum of \$1,500 and dental check-ups shall be every 9 months. Effective March 23, 2020, the Employer agrees to increased coverage for dentures, crowns and bridges at 50% copay with a combined calendar year maximum of \$1,500.00, and orthodontics payable at 50% with a lifetime maximum of \$2,000.00.

25.03 **Group Life Insurance**

Employees shall participate in a mutually agreed upon Group Life and Accidental Death and Dismemberment Insurance Policy in the amount of twice the annual salary per employee, with the Employer paying the regular monthly premiums. Dividends from this policy may be allowed to accrue but shall only be used for the improvement of the Group Life Plan as may be mutually determined between the Employer and the Union from time to time.

25.04 **Supplementation of Compensation Award**

An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the *Workplace Safety and Insurance Act* shall receive from the Employer the difference between the amount payable by the Workplace Safety and Insurance Board and their regular salary to a maximum of 9 months. Also, the Employer and the Union will develop an absent Management Plan which could assist an Employee's return to work.

25.05 **Benefits for Early Retirees**

Employees who retire early (before age 65) and achieve a magic number of 85, defined as their age plus years of service, and who take a retirement pension will now be provided with extended health (drugs, private hospital and vision care) and the dental plan coverage up to age 65 provided that 75% of their years of service has been accumulated while employed by the Corporation. The cost of this program is paid by the Corporation.

25.06 **Death Benefit**

The Corporation will, upon the death of an Employee, continue benefits for the spouse and/or dependents for eighteen (18) months or age 65 of spouse or until they remarry, whichever comes first.

**ARTICLE 26: SAFETY AND HEALTH**

26.01 **Cooperation on Safety**

The Union and the Employer shall cooperate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous work. The Employer shall cause a joint Health and Safety Committee to be established in accordance with the provisions of the Occupational Health and Safety Act.

26.02 **First Aid Kits**

A first aid kit shall be supplied by the Employer to each mobile unit of employees.

26.03 **Excavation Work**

When men are employed in excavation work, there shall be a man on the surface of the ground to ensure the safety of men engaged in the trench and to assist in the carrying out of the work.

**ARTICLE 27: TECHNOLOGICAL CHANGE**

27.01 **No New Employees**

No additional employees shall be hired by the Employer until the employees already working shall be notified of a proposed technological change and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

27.02 **New Equipment**

When the Employer introduces a new piece of equipment employees shall be trained on the equipment prior to being required to work on the equipment.

**ARTICLE 28: JOB SECURITY**

28.01 **Job Security**

In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit employee if the members of the collective bargaining unit are available and able to do the work or service.

28.02 **Inclement Weather**

Whenever ordinary work cannot be reasonably continued during working hours by reason of inclement weather conditions, the Employer shall either provide indoor work for outside crews, or allow them to stand by inside. No loss of pay shall result by reason of the provisions of this clause.

**ARTICLE 29: UNIFORM AND CLOTHING ALLOWANCES**

29.01 **Clothing Allowances**

All regular employees shall be paid a clothing allowance of \$300.00 per year, payable on the 1st day of September in each year. Effective September 1, 2020, all regular employees shall be paid a clothing allowance of \$350.00 per year, payable on the 1st day of September in each year. All regular employees shall be entitled to an amount not to exceed \$225.00 per year, payable on the 1<sup>st</sup> day of September in each year to defer the cost to purchase safety boots upon proof of purchase being submitted to the Employer.

**ARTICLE 30: GENERAL CONDITIONS**

30.01 **Proper Accommodation**

Accommodation in accordance with conditions existing immediately prior to this agreement shall be provided for employees to have their meals and keep and change their clothes.

30.02 **Bulletin Boards**

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

30.03 **Tools and Equipment**

The Employer shall supply all tools and equipment required by the employees in the performance of their duties. Replacements will be made by producing the worn or broken tool.

30.04 **Indemnity**

Where coverage supplied through its comprehensive liability policy does not apply, the Employer shall supply the legal counsel where necessary for any action initiated against any employee by virtue of performance of their assigned duties provided the employee was acting in good faith in the performance of those duties.

**ARTICLE 31: PRESENT CONDITIONS AND BENEFITS**

31.01 **Present Conditions to Continue**

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this agreement but may be modified by mutual agreement between the Employer and the Union.

### **ARTICLE 32: COPIES OF AGREEMENT**

#### **32.01 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and duties under it. For this purpose the Employer shall have prepared sufficient copies of the agreement within a reasonable time of its execution.

### **ARTICLE 33: GENERAL**

#### **33.01 Plural or Feminine Terms May Apply**

Wherever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

### **ARTICLE 34: TERM OF AGREEMENT**

#### **34.01 Effective Date**

This agreement shall be binding and remain in effect from **April 1, 2019 to March 31, 2023** and shall continue from year to year thereafter unless either party gives to the other party notice in writing not more than 90 days prior to the termination date of the agreement in any year that it desires its termination or amendment.

#### **34.02 Changes in Agreement**

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.

#### **34.03 Agreement to Continue in Force**

Where such notice requests revisions only, the following conditions shall apply:

- 1) The notice shall state specifically the revisions requested, and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree;
- 2) Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining, and if negotiations extend beyond the anniversary date of the agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

**SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 1652**

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**President**

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**Secretary**

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**CUPE Representative**

**SIGNED ON BEHALF OF  
THE CORPORATION OF  
THE TOWNSHIP OF BROCK**

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**Mayor**

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**Chief Administrative Officer**

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**SCHEDULE "A"****JOB CLASSIFICATION**

	APRIL 1, 2019 PER HOUR	APRIL 1, 2020 PER HOUR	APR 1, 2021 PER HOUR	APR 1, 2022 PER HOUR
Working Foreman, including Arena Managers	\$29.87	\$30.35	\$30.87	\$31.43
Heavy Equipment Operators	\$28.67	\$29.13	\$29.63	\$30.16
Light Machinery Operators	\$27.34	\$27.78	\$28.25	\$28.76
Labourers	\$26.61	\$27.04	\$27.50	\$28.00
Casual Labourers	\$23.40	\$23.77	\$24.17	\$24.61

Full-time employees who maintain the ice surface, where installed, shall be paid equivalent to Light Machinery Operator rate of pay from October 1st to March 31st of each year.

A **Shift Premium of 75 cents per hour** is to be paid for all shifts other than a recognized day shift with respect to Arena personnel only. Effective March 23, 2020, increase this premium to \$1.00 per hour.

A **Class "A" premium of 75 cents per hour** shall be paid to any employee required to operate equipment requiring a Class "A" driver's licence for the whole day if required for any part of the day. Effective March 23, 2020, increase this premium to \$1.00 per hour.

In addition, out-of-pocket expense incurred by an employee in respect of obtaining a Class "A" licence will be paid by the Employer if the employee is required to obtain a Class "A" licence for the Employer's business.

Should an Employee be required to operate any other equipment machinery which is outside of their regular job classification, they shall be paid that classification's rate of pay for the entire workday.

**SCHEDULE "B"**

**SICK LEAVE - SEE 21.02**

The accumulated sick leave days standing to the credit of all employees shall be frozen as of July 1, 1985.

All employees' Sick Leave Credits as of July 1, 1985, shall be paid out on one or a combination of the following options:

**OPTION A:**

Pay out 50% of accumulated vested sick day credits to a maximum of 130 days (6 months) of salary. Pay-out, at the employee's option, would be made over a period of up to 3 years, based on the earnings in effect on the date of pay-out.

**OPTION B:**

Same as Option A, except that an employee's pay-out value would be held in trust until the earlier of termination, death or retirement. Again, pay-out values would be based on the earnings in effect on the date of pay-out.

The balance of accumulated sick days after the 50% pay-out would be used to top up the new Short Term Disability and Long Term Disability benefits on a pro rata basis. These days would be used for top up purposes only and would have no present or future gratuity pay-out value. Maximum top up on Short Term Disability would be to 100% of earnings, whereas maximum top up on Long Term Disability would be to 85% of earnings.

Upon termination of the Sick Leave Benefit, the Township would implement a new self-insured non-occupational (off the job) Short Term Disability Benefit. Disabilities incurred on the job are covered by Workplace Safety and Insurance. Benefits, as outlined herein, would commence on the 1st day of disability due to accident or sickness and would be payable for up to 17 weeks.

<b><u>LENGTH OF SERVICE</u></b>	<b><u>100% OF SALARY</u></b>	<b><u>75% OF SALARY</u></b>
Less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks

8 years but less than 9 years	13 weeks	4 weeks
Over 9 years	17 weeks	0 weeks

**NOTE:**

- 1) Each employee's allotment of 100% weeks is credited on their length of service, and as such, is automatically reinstated and/or increased each year on their employment anniversary date. An employee collecting disability benefits on their anniversary date due to an illness or accident that commenced prior to this date, would not be entitled to any such reinstatement or benefit improvement until they return to work on a full-time basis.
  
- 2) If an employee runs out of 100% weeks, there will always be up to 17 weeks of disability coverage at 75% of earnings for every unrelated disability due to accident or sickness. A related disability would be considered an unrelated disability if an employee returns to work on a full-time basis for at least 20 working days.

As a cost containment measure, and to prevent potential abuse, the following stipulations would apply to the self-insured disability benefit:

- 1) **PROOF OF ILLNESS**  
As per Article 21.05.
  
- 2) **UNCERTIFIED ABSENCE**  
More than 56 or 80 hours, depending on regular daily hours of work, of accumulated uncertified absence within the calendar year shall be charged as sick leave without pay.
  
- 3) **PROGRESS REPORT RE ILLNESS**  
In any case of prolonged illness, the employee shall submit such periodic reports on his/her condition as the Township may require.
  
- 4) The Township, upon suspecting abuse, would at its discretion, have the right to have any employee examined by a Township appointed physician. Any dispute between the employee's physician and the Township's physician would be settled by a mutually acceptable independent physician.

All group benefits not eligible for waiver of premium provisions such as O.H.I.P., Private Hospital, Extended Health Care and Dental Benefits would be discontinued after sixty months of continuous disability on L.T.D.

In conjunction with the Short Term Disability Benefit, the Township would implement a new 24-hour insured Long Term Disability Benefit. A benefit level of 66 - 2/3% of monthly earnings to an overall maximum of \$7,000 with a non-medical maximum of \$5,500 would be payable to the earlier of retirement or age 65. Benefits would commence after a waiting



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period of 17 weeks (when Short Term Disability Benefits terminate). The Long Term Disability Benefit would contain a 24 - month own occupation definition of disability and would be integrated with C.P.P. benefits on a primary basis. If the disability is work related, benefits would also be integrated with any Workplace Safety and Insurance benefits. This benefit would have no pre-existing conditions limitations.

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF BROCK**

(the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1652**

(the "Union")

WHEREAS the parties have met to negotiate a renewal of the collective agreement between the parties which expired on March 31, 2019 ("Expired Collective Agreement");

AND WHEREAS the parties wish to resolve all outstanding issues between the parties;


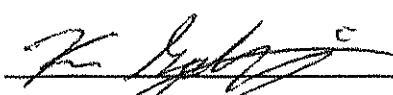


NOW THEREFORE the parties agree as follows:

1. The parties agree that the collective agreement shall be renewed for a period of four (4) years from April 1, 2019 to March 31, 2023 ("New Collective Agreement") and shall include the amendments set out in the executed agreed to items attached hereto as Tabs 1, 2 and 3. All other terms of the Expired Collective Agreement not expressly amended in accordance with the Memorandum of Agreement, and attachments hereto, shall be incorporated into the New Collective Agreement.
2. All adjustments to compensation are prospective in nature, unless expressly provided for in this Memorandum of Agreement and attachments hereto.


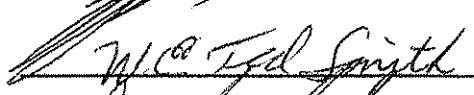
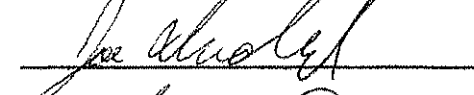
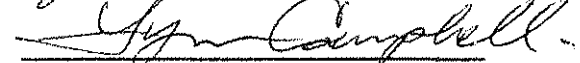
3. Retroactivity for wages will be based upon all hours paid from April 1, 2019 and shall be paid no later than sixty (60) days after the Agreement is ratified by both parties.
4. Employees who have retired and/or resigned since April 1, 2019 are entitled to payment of the general wage increase only for the period of April 1, 2019 to the date of cessation of employment on the following basis:
  - a. Within forty-five (45) days after the date of ratification by both parties, the Employer will contact such employees by letter to their last known address. Such employees will have thirty (30) days from the date on which the letter was sent to claim the retroactive pay but not thereafter.
5. Any proposals not specifically referenced in this Memorandum of Agreement, and attachments hereto, shall be withdrawn/abandoned save and except notices in writing not expressly withdrawn.
6. Any errors or omissions in this Memorandum of Agreement or attachments hereto shall be mutually resolved by the parties.
7. The undersigned representatives of the parties do hereby agree to unanimously recommend complete acceptance of all the terms of this Memorandum of Agreement and attachments hereto to their respective principals.

**IN WITNESS WHEREOF, the parties hereto have affixed their signatures on February 20, 2020.**

**For the Union**

  
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**For the Employer**

  
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*2010*  
*Paul Smith*

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**TAB 1**

**IN THE MATTER OF NEGOTIATIONS**

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF BROCK**

(the "Employer")

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1652**

(the "Union")

**On December 13, 2019, the parties have agreed to the following amendments to the Collective Agreement:**

1. The parties agree that the terminology used throughout the collective agreement shall be amended to be gender neutral.
2. Amend Article 4.01, as indicated in bold and italics, as follows:

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise, by reason of ***any ground protected by the Ontario Human Rights Code, including place of residence***, ~~age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence,~~ nor by reason of his membership, ***non-membership*** or activity in the Union.

3. Amend Article 10.02, as indicated in bold and italics, as follows:

Copies of all ***publicly available*** motions, resolutions and by-laws or rules and regulations adopted by the Council which affect the members of this Union are to (1) be forwarded to the Union, and (2) be posted on all bulletin boards.

4. Amend Article 11.05, as indicated in bold and italics, as follows:

A grievance under this agreement shall be defined as any difference or dispute ***arising from this agreement*** between the Employer and any employee(s) ***in this bargaining unit*** or the Union, or a case where the Employer has acted unjustly.

5. Amend Article 12.01, as indicated in bold and italics, as follows:

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an arbitration board. Within 5 days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial chairman.

***It is understood that the parties may agree to appoint a single arbitrator in lieu of a board and the procedures for selecting and powers conferred on the chair of the Board set out in Article 12 shall also apply to the appointment of that single arbitrator.***

6. Amend Article 14.05, as indicated in bold and italics, as follows:

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

An employee shall only lose his seniority in the event:

1. He is discharged for just cause and is not reinstated.
2. He resigns.
3. He is absent from work in excess of 5 working days without notifying the Employer, unless such notice was not reasonably possible.
4. He fails to return to work within 7 calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
5. He is laid off for a period of more than one year. Should the Employer merge, amalgamate or combine any of its operations or functions with another employer, the Employer agrees to the

retention of seniority rights for all employees with the new employer.

**6. *Overstays an approved leave of absence and fails to obtain written extension from the Employer, unless such notice was not reasonably possible.***

7. Amend Article 15.07, as indicated in bold and italics, as follows:

An employee who has been incapacitated at his work by injury or compensable occupational disease, or who, through advancing years or temporary disablement, is unable to perform his regular duties, will be employed in other work ~~which he can do~~, if such other work is available ***and they have the required qualifications and ability for such work***, without regard to other seniority provisions of this agreement, except that such employee may not displace an employee with more seniority.

8. Amend Article 17.01(3), as indicated in bold and italics, as follows:

Summer hours for roads/works employees shall consist of four (4) 10 hour days (6:30 a.m. - 4:30 p.m.) and shall be effective from ~~the first full week of June and continue until the Friday prior to Labour Day with the exception of the week that Dominion Day and the First Monday in August occurs~~ ***second (2<sup>nd</sup>) full week of May until the end of the second (2<sup>nd</sup>) full week of September***. The Employer shall post the schedule for summer hours no later than May 1st of each year. The Employer further agrees to schedule one (1) Full-time employee and one (1) casual labourer to work Fridays and the Full-time employee that works on the Friday will be given the previous Monday off.

9. Amend Article 18.04, as indicated in bold and italics, as follows:

Overtime and call back time shall be divided ***equitably*** ~~equally~~ among the employees who are willing and qualified to perform the work that is available.

10. Amend Article 22.04, as indicated in bold and italics, as follows:

An employee shall be granted five (5) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of the death or serious illness of a wife, husband, child, stepchild(ren), grandchildren, step grandchildren, parent, or stepparent.

An employee shall be granted three (3) regularly scheduled consecutive work days without loss of salary or wages in the case of the death or serious illness of a brother, stepbrother, sister, stepsister, mother-in-law,

father-in-law, brother-in-law, sister-in-law, grandparent, step-grandparent, or any second degree relative who has been residing in the same household. Where the burial occurs outside the Province, such leave shall include, as well, reasonable travelling time, the latter not to exceed 7 days.

An employee shall be granted 1 day's leave when asked to be a pallbearer.

***An employee will be granted a further day on the above entitlements to be used if an Internment and/or a day of celebration occurs at a later date.***

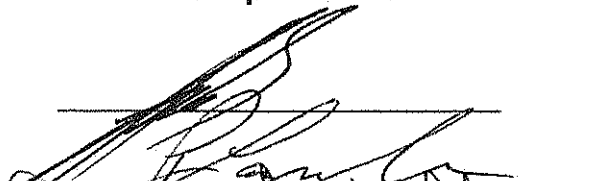

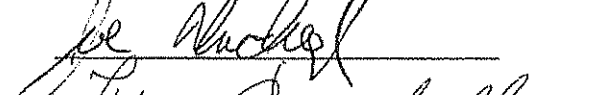
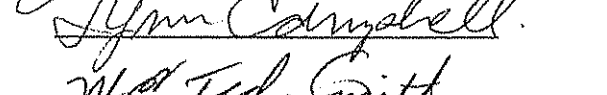
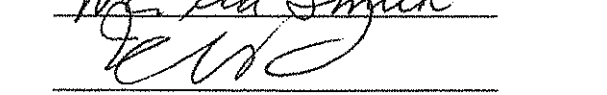
11. Amend Article 30.04, as indicated in bold and italics, as follows:


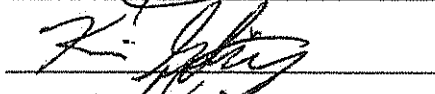


Where coverage supplied through its comprehensive liability policy does not apply, the Employer shall supply the legal counsel where necessary for any action initiated against any employee by virtue of performance of his assigned duties ***provided the employee was acting in good faith in the performance of those duties.***

**IN WITNESS WHEREOF, the parties hereto have affixed their signatures on December 13, 2019**

**For the Corporation of the Township of Brock**

**For CUPE Local 1652**

  
  
  
  
  
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**TAB 2**

**IN THE MATTER OF NEGOTIATIONS**

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF BROCK**

(the "Employer")

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1652**

(the "Union")

**On February 19, 2020, the parties have agreed to the following amendments to the Collective Agreement:**

1. Amend Article 14.04, as indicated in bold and italics, as follows. It is understood that this provision will only apply to prospective casual labourer contracts starting on or after May 1, 2020 and will not apply for retroactive service:

Casual Labourers can be hired at any time ***for a period of up to twelve (12) months, or a longer period upon mutual agreement between the parties***, and ~~from time to time for a period of not over 90 days for each period of employment, and~~ provided that such Casual Labourer does not displace a regular employee. ~~Notwithstanding the above, the Employer shall be allowed to hire Casual Labourers not to exceed a period of six months respecting arena personnel only.~~ Casual Labourers shall receive all rights and benefits on a pro rata basis in the Collective Agreement, except for Articles 14.01, 14.02, 14.05, 25.01, 25.02 and 25.03. The employment of such employees may be terminated at any time during the period of employment without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 4, as the basis of termination. ***Despite the foregoing, any casual labourers who work twelve consecutive months (summer and winter seasons), will be given seniority rights for the sole purpose of future casual labourer positions and will only be terminated in accordance with Article***

**14.05 during the term of their contract.** It is acknowledged that the employer shall not increase the number of Casual Labourers to be employed (eleven (11)) as per the levels established in 2006.

2. Amend Article 21.03, as indicated in bold and italics, as follows:

In case of illness of an immediate member of the family of an employee where no one is at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying his supervisor, to use a maximum of 5 sick leave days per illness for this purpose, provided that the employee shall be limited to a total of 10 days in any calendar year for this purpose. It is understood that "immediate family" shall include spouse, child ~~and~~ parent or parent-in-law, ***stepchild(ren), grandparent and step grandparent*** (~~parent or parent-in-law~~ ***immediate family member*** must reside in the same household).

3. Amend Article 23.02, as indicated in bold and italics, as follows:

When an employee ***is assigned by management to*** temporarily substitutes ~~on any job, or~~ perform the principal duties of another job, he shall receive the rate for the job or his regular rate, whichever is the greater. Provided that the temporary transfer is for a period of 20 consecutive days or more, when an employee returns to their position paying a lower rate, his rate shall not be reduced until after 20 consecutive working days.

4. Amend Schedule B to change sick days and family dependent days to total hours instead of days i.e. 56 and 80 hours respectively.
5. Introduce a Letter of Understanding re Summer Student Program, not to be incorporated into the Collective Agreement, as follows subject to monetary negotiations re the student rate of pay:
- a. Commencing the summer of 2020, the Employer shall hire no more than 6 summer students enrolled in a post-secondary institution from May 1st to the day after Labour Day to perform the following the arena and park maintenance duties at a rate of ~~XX~~ per hour, or in accordance with the minimum wage rate per the *Employment Standards Act*, as may be amended from time to time. These duties may include:
    - i. Grass cutting,
    - ii. trimming,
    - iii. watering,
    - iv. gardening,
    - v. painting,



-42-

**TAB 3**

**IN THE MATTER OF NEGOTIATIONS**

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF BROCK**

(the "Employer")

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1652**

(the "Union")

**On February 20, 2020, the parties have agreed to the following amendments to the Collective Agreement:**

1. Effective on ratification, Amend Article 20.02 as indicated in bold and italics, as follows:

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

In the year the ~~Twenty-Third~~ ***twenty-second*** anniversary falls - 6 weeks (not more than three weeks to be taken during July and August)

***In the year the twenty-seventh anniversary falls- 7 weeks (not more than three weeks to be taken during July and August).***

2. Introduce Article 22.02 as follows:

***Pregnancy, parental and adoption leave shall be granted in accordance with the Employment Standards Act, 2000.***

3. Amend Article 25.02, as indicated in bold and italics, as follows:

- ...The Employer shall pay 100% of the premium cost for a basic dental plan, the said plan to be in effect immediately. The *current* O.D.A. Schedule of Fees shall apply as follows:

- ~~○ 2014 O.D.A. effective January 1, 2017~~
- ~~○ 2015 O.D.A. effective April 1, 2017~~
- ~~○ 2016 O.D.A. effective April 1, 2018~~

- Effective on ratification, increase benefits as follows:

- i. vision care in the amount \$400 every 24 months.
- ii. coverage for dentures, crowns and bridges at 50% copay with a combined calendar year maximum of \$1500 and orthodontics payable at 50% with a lifetime maximum of \$2000.

4. Changes to benefits in the governing master benefits policy and not to be incorporated in the Collective Agreement:

- a. **Massage Therapist**- Effective January 1, 2021, increase massage benefits from \$15.00 a visit at \$350 maximum per calendar year to massage therapy benefits (as outlined in the benefits plan) at \$350 maximum per calendar year where the Employer covers 80% of the costs and the Employee covers 20% of the costs.
- b. **Chiropractor**: Effective January 1, 2021, increase chiropractor benefits from \$15.00 a visit at \$350 maximum per calendar year to Chiropractor benefits (as outlined in the benefits plan) at \$350 maximum per calendar year where the Employer covers 80% of the costs and the Employee covers 20% of the costs..
- c. **Psychologist**: Effective January 1, 2021, increase psychologist benefits from \$30.00 initial visit, \$30 subsequent visits to a maximum of \$350 per calendar year to psychology benefits (as outlined in the benefits plan) at \$350 maximum per calendar year where the Employer covers 80% of the costs and the Employee covers 20% of the costs.

5. Effective September 1, 2020 increase the clothing allowance to \$350 per year.

6. Amend Schedule A as follows:

A Shift Premium of 75 cents per hour is to be paid for all shifts other than a recognized day shift with respect to Arena personnel only. **Effective on ratification, increase this premium to \$1.00 per hour.**

A Class "A" premium of 75 cents per hour shall be paid to any employee required to operate equipment requiring a Class "A" driver's license for the whole day if required for any part of the day. **Effective on ratification, increase this premium to \$1.00 per hour.**

7. Amend Schedule "A" to account for the following general wage increases:

- a. April 1, 2019 1.5%
- b. April 1, 2020 1.6%
- c. April 1, 2021 1.7%
- d. April 1, 2022 1.8%

8. Following the ratification of this Collective Agreement by both parties, the Employer will post for a lead hand job classification to be paid at the working foreman rate of pay in accordance with Article 15.03. The scope of the position will be solely determined by the Employer.

9. The rate of pay for summer students per the Summer Student Program LOU shall be \$18.00 per hour or a greater amount dictated by the *Employment Standards Act, 2000*. The Collective Agreement does not apply to the Summer Students save and except Article 4, 5 and 6.

10. Introduce a Letter of Understanding re Winter Patrol effective the Winter of 2020 (November 15 to April 15) as follows:

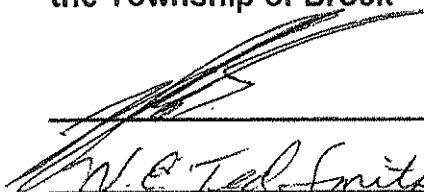
- a. Following the ratification of the Collective Agreement by both parties, the Employer shall post for a winter patrol shift to fill 4 positions in accordance with Article 15.03. Any staff that perform winter maintenance work will be eligible to apply. In the event that 4 qualified employees do not apply, the Employer shall assign the shift by reverse seniority.
- b. The winter patrol shift shall be 4 a.m. to 12 p.m. on the weekdays, with a rolling paid ½ hour lunch during this shift, and 4 a.m. to 7 a.m. on the weekend. An employee working the winter patrol shift shall be paid a premium of \$3.00 for every hour worked during the weekday and overtime in lieu of the premium on the weekend. It is further understood that any hours outside the regular winter patrol shift will be deemed overtime pursuant to the collective agreement.

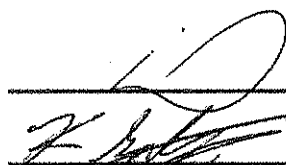
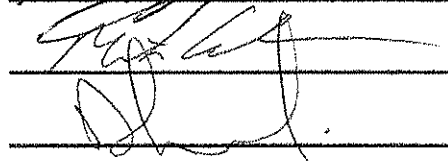
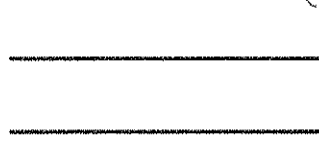
- c. Each employee who is assigned to the winter patrol shift in accordance with paragraph (a) above, shall be assigned the shift seven days in a row and may be assigned overtime where required. The schedule shall be posted on an annual basis by October 15. However, planned scheduling changes (e.g. planned vacation and/or leaves) will be made in accordance with Article 17.02 and unplanned scheduling changes (e.g. leaves) will be communicated to the employee as soon reasonably possible in the circumstances.
- d. An employee assigned to a winter patrol shift shall not be on-call while on this shift and other winter maintenance staff shall be deemed on-call on a rotational basis.
- e. The parties agree to meet at the end of each winter season to review the success of the shift and determine whether any changes to the program need to be made upon mutual agreement.

**IN WITNESS WHEREOF, the parties hereto have affixed their signatures on February 20, 2020**

**For the Corporation of the Township of Brock**

**For CUPE Local 1652**

  
 \_\_\_\_\_  
*W. E. Ted Smith*  
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*Gary Campbell*  
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*Paul Campbell*  
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*De Warden*  
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**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF BROCK**  
(the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND IT'S LOCAL 1652**  
(the "Union")

**WHEREAS** the Union filed a policy grievance relating to Arena Manager job classification related to Article 17 and 24 (Grievance No. 09-12-17-01);

**AND WHEREAS** the Union referred the Grievance to arbitration and Memorandum of Agreement (MOA) was reached on July 9, 2018 (attached hereto as Appendix A);

**AND WHEREAS** the Employer has given notice that two new Arena Managers will be hired following ratification of the new Collective Agreement and the attached Memorandum of Agreement shall expire;

**NOW THEREFORE** the parties agree:

1. The Employer will extend the terms of the MOA attached hereto as Appendix A until two new Arena Managers are hired following ratification. Once both Arena Managers are hired, the terms of the MOA shall terminate and Derrick O'Grady shall no longer be entitled to the premium cited therein.
2. It is understood that Derrick O'Grady will have first opportunity to choose which Arena he would like to work in prior to assigning the new hires.

**EXECUTED** at Brock, Ontario, this 20th day of February, 2020.

**FOR THE EMPLOYER**

Signature

Name (please print)

**FOR THE UNION**

Signature

Name (please print)



# Appendix A

~~Provision to~~  
~~inc. - 12:30~~

## MEMORANDUM OF AGREEMENT

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF BROCK**  
(the "Employer")  
and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND IT'S LOCAL 1652**  
(the "Union")

**WHEREAS** the Union filed a policy grievance relating to Arena Manager job classification related to Article 17 and 24 (Grievance No. 09-12-17-01);

**AND WHEREAS** the Union referred the Grievance to arbitration;

**AND WHEREAS** the parties are desirous of resolving the Grievance without the need for litigation;

**NOW THEREFORE** the parties agree:

1. The Union hereby withdraws the Grievance, which is hereby settled, and relinquishes the right to litigate any matters arising from the Grievance in any forum. Further, it is agreed that the Employer is not required to post two additional Arena Manager's positions as a result of attrition and this is consistent with the terms of the Collective Agreement. (16)
2. In consideration for paragraph 1 above, the Employer agrees that commencing July 10, 2018, the current Arena Manager will receive an additional \$1.25 hourly shift premium provided he continues to service 3 arenas. It is understood that this premium applies to overtime hours worked, but not at time and a half.
3. It is understood that this Agreement is without prejudice or precedent and not an acknowledgement by the Employer that the Grievance had any merit or that the responsibilities of the Arena Manager have substantively changed to merit a wage increase.
4. The parties agree that this Agreement shall expire on March 31, 2019 and absent a written agreement during collective bargaining this additional premium shall not continue thereafter. The parties further agree to have meaningful dialogue about this job classification and its rate of pay during bargaining. (16) or any agreed to extension thereof of the Collective Agreement
5. Gerry Lee shall remain seized of any matters arising from the implementation of this settlement.

EXECUTED at Brock, Ontario, this 9<sup>th</sup> day of July, 2018.

**FOR THE EMPLOYER**

Thomas G. Getty  
Signature

THOMAS G. GETTY  
Name (please print)

CAO / MEDICAL CLERK

**FOR THE UNION**

Kim Gallegos  
Signature

Kim Gallegos  
Name (please print)

**THE CORPORATION OF THE TOWNSHIP OF BROCK**

**BY-LAW NUMBER 2949-2020**

**BEING A BY-LAW TO APPOINT A MUNICIPAL LAW ENFORCEMENT OFFICER FOR THE CORPORATION OF THE TOWNSHIP OF BROCK PURSUANT TO SECTION 15 OF THE POLICE SERVICES ACT, R.S.O. 1990, AS AMENDED**

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**WHEREAS** section 15 of the Police Services Act, R.S.O. 1990, as amended, authorizes municipalities to enact by-laws to appoint Municipal Law Enforcement Officers;

**AND WHEREAS** the Council of the Corporation of the Township of Brock deems it expedient to appoint a Municipal Law Enforcement Officer;

**NOW THEREFORE** the Council of the Corporation of the Township of Brock enacts as follows:

1. THAT Sheryl (Sherri) Delaney, [REDACTED] is hereby appointed as a Municipal Law Enforcement Officer for the Corporation of the Township of Brock.
2. THAT said Sheryl (Sherri) Delaney, when acting in her capacity as Municipal Law Enforcement Officer, shall be known as a "By-law Enforcement Officer."
3. THAT By-law Number 2714-2017-PP and By-law Number 2878-2019-PS be and the same is hereby repealed in its entirety.
4. THAT this by-law shall come into force and effect upon the date of its enactment.

**THIS BY-LAW READ A FIRST, SECOND, AND THIRD TIME AND FINALLY PASSED THIS 8<sup>th</sup> DAY OF JUNE, A.D., 2020.**

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Mayor  
Debbie Bath-Hadden

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Clerk  
Becky Jamieson

**THE CORPORATION OF THE TOWNSHIP OF BROCK**

**BY-LAW NUMBER 2950-2020**

**BEING A BY-LAW TO APPOINT A MUNICIPAL LAW ENFORCEMENT OFFICER FOR THE CORPORATION OF THE TOWNSHIP OF BROCK PURSUANT TO SECTION 15 OF THE POLICE SERVICES ACT, R.S.O. 1990, AS AMENDED**

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**WHEREAS** section 15 of the Police Services Act, R.S.O. 1990, as amended, authorizes municipalities to enact by-laws to appoint Municipal Law Enforcement Officers;

**AND WHEREAS** the Council of the Corporation of the Township of Brock deems it expedient to appoint a Municipal Law Enforcement Officer;

**NOW THEREFORE** the Council of the Corporation of the Township of Brock enacts as follows:

1. THAT Josh Smith, [REDACTED], Cyndi Sobkowicz, [REDACTED] and Leanne Lohnert, [REDACTED] are hereby appointed as Municipal Law Enforcement Officers for the Corporation of the Township of Brock.
2. THAT said Josh Smith, Cyndi Sobkowicz, and Leanne Lohnert, when acting in their capacity as Municipal Law Enforcement Officers, shall be known as a "By-law Enforcement Officer."
3. THAT this by-law shall come into force and effect upon the date of its enactment.

**THIS BY-LAW READ A FIRST, SECOND, AND THIRD TIME AND FINALLY PASSED THIS 8<sup>th</sup> DAY OF JUNE, A.D., 2020.**

\_\_\_\_\_  
Mayor  
Debbie Bath-Hadden

\_\_\_\_\_  
Clerk  
Becky Jamieson