

## **COUNCIL MEETING AGENDA**

**Thursday, July 13, 2023 immediately following the Statutory Public Meeting  
W & M Edelbrock Centre, 30 Centre Street, Orangeville**

The meeting will be live streamed on YouTube at the following link:

<https://www.youtube.com/channel/UCCx9vXkywflJr0LUVkKnYWQ>

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### **1. ROLL CALL**

Verbal roll call by the Clerk.

### **2. APPROVAL OF THE AGENDA**

THAT the Agenda and any Addendum distributed for the July 13, 2023 meeting of Council, be approved.

### **3. DECLARATION OF INTEREST BY MEMBERS**

Members of Council are required to state any pecuniary interest in accordance with the Municipal Conflict of Interest Act.

### **4. APPROVAL OF MINUTES OF THE PREVIOUS MEETING**

THAT the minutes of the regular meeting of Council of June 8, 2023, be adopted.

### **5. PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS**

#### **5.1. Proclamation: International Overdose Awareness Day – August 31, 2023**

Lynnette Pole-Langdon, Family Transition Place, to accept the proclamation.

#### **5.2. Proclamation: Fetal Alcohol Spectrum Disorder Awareness Day – September 9, 2023**

Dufferin Child and Family Services will be in attendance to accept the proclamation.

**5.3. Delegation: Western Ontario Wardens' Caucus**

Kate Burns Gallagher, Executive Director, Western Ontario Wardens' Caucus (WOWC), to delegate regarding the 2023-2024 strategic priorities.

**6. PUBLIC QUESTION PERIOD**

Members of the Public in attendance are able to ask a question. If you are unable to attend and would like to submit a question, please contact us at info@dufferincounty.ca or 519-941-2816 x2500 prior to 4:30 p.m. on July 12, 2023.

**7. PRESENTATION AND CONSIDERATIONS OF REPORTS**

**7.1. General Government Services Minutes – June 22, 2023**

THAT the minutes of the General Government Services meeting held on June 22, 2023, and the recommendations set out, be adopted.

GENERAL GOVERNMENT SERVICES – June 22, 2023 – ITEM #1  
Assessment of Emergency Shelter Generator Capacity

THAT the report of the Manager – Preparedness, 911 & Corporate Projects, dated June 22, 2023, regarding the Assessment of Emergency Shelter Generator Capacity, be received;

AND THAT staff be directed to develop an Emergency Power Generation Upgrade Action Plan which will include a current state assessment and recommendations with anticipated costs;

AND THAT funds of \$10,000-\$15,000 to cover the cost of developing the Action Plan be transferred from Municipal Emergency Management Readiness Reserve.

GENERAL GOVERNMENT SERVICES – June 22, 2023 – ITEM #2  
Insurance Renewal

THAT the report of the Manager of Corporate Finance, Treasurer, dated June 22, 2023, be received;

AND THAT Intact Public Entities be engaged to provide insurance services for the 2024 fiscal year.

GENERAL GOVERNMENT SERVICES – June 22, 2023 – ITEM #3  
IT & GIS Status Report

THAT the Report from the Manager of Information Technology & Geographic Information Systems, dated June 22, 2023, titled IT & GIS Status Report, be received.

**7.2. Health and Human Services Minutes – June 22, 2023**

THAT the minutes of the Health and Human Services meeting held on June 22, 2023, and the recommendations set out, be adopted.
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HEALTH & HUMAN SERVICES – June 22, 2023 – ITEM #1  
Headwaters Health Care Centre & Headwaters Health Care Foundation

HEALTH & HUMAN SERVICES – June 22, 2023 – ITEM #2  
2023/24 Multi-Sector Service Accountability Agreement (MSAA)

THAT the report of the Administrator, dated June 22, 2023, regarding the Multi Sector Service Accountability Agreement, be received;

AND THAT the County of Dufferin signs the Service Accountability Agreement with the Central West Region for the period April 1, 2023 to March 31, 2024.

HEALTH & HUMAN SERVICES – June 22, 2023 – ITEM #3  
Community Safety & Well Being Plan 2022 Annual Report

THAT the report of the Director, Community Services, titled Community Safety and Well-Being Plan 2022 Annual Report, as amended, dated June 22, 2023, be received;

AND THAT staff be directed to forward the annual report to each lower tier municipalities for their review;

AND THAT Council approve up to \$15,000 to be set aside from the Rate Stabilization Reserve, in 2023, to continue to assist with ongoing engagement, administration and data gathering costs for the plan.

HEALTH & HUMAN SERVICES – June 22, 2023 – ITEM #4  
New Podcast Series “Merrily...Taking Early Years Conversations Upstream and Down”

THAT the report of the Director, Community Services, titled New Podcast Series “Merrily...Taking Early Years Conversations Upstream and Down”, dated June 22, 2023, be received.

**7.3. Community Development & Tourism Minutes – June 22, 2023**

THAT the minutes of the Community Development and Tourism meeting held on June 22, 2023, and the recommendations set out, be adopted.

COMMUNITY DEVELOPMENT & TOURISM – June 22, 2023 – ITEM #1  
More Museum Records Online

THAT the report of the Director of Development and Tourism, “More Museum Records Online”, dated June 22, 2023, be received.

COMMUNITY DEVELOPMENT & TOURISM – June 22, 2023 – ITEM #2  
Phase III Official Plan Amendment (OPA) – Policy Framework, Redline Copy

THAT the report of the Director of Development and Tourism, “Phase III Official Plan Amendment (OPA) – Policy Framework, Redline Copy”, dated June 22, 2023, be received.

COMMUNITY DEVELOPMENT & TOURISM – June 22, 2023 – ITEM #3  
Land Use Planning – One Year Department Progress Status

THAT the report of the Director of Development and Tourism, “Land Use Planning – One Year Department Progress Status”, dated June 22, 2023, be received;

AND THAT staff be authorized to create a 2-year Planner contract position;

AND THAT the cost for the remainder of 2023 be offset through a reduction in consulting expense and the 2024 amount be added to the DRAFT budget.

**7.4. Director of Development & Tourism’s Report – Dufferin County Official Plan Amendment No. 03**

A report from the Director of Development and Tourism, dated July 13, 2023, to outline the Official Plan Amendment No. 03 is to update the policies and land use schedules of the Official Plan to conform with A Place to Grow: Growth Plan for the Greater Golden Horseshoe (2020) and implement the County’s Land Needs Assessment completed as part of the Dufferin County Municipal Comprehensive Review (MCR).

THAT the report from the Director of Planning and Tourism, dated July 13, 2023, Dufferin County Official Plan Amendment No. 03 (Municipal Comprehensive Review, Phase II Schedules and Maps), be received;

AND THAT the necessary bylaw be presented to County Council to adopt the proposed County of Dufferin Official Plan Amendment No. 03 (Municipal Comprehensive Review, Phase II Schedules and Maps);

AND THAT Notice of Adoption of County of Dufferin Official Plan Amendment No. 03 (Municipal Comprehensive Review, Phase II Schedules and Maps) be provided in accordance with the Planning Act;

AND THAT the Official Plan Amendment record of adoption be forwarded to the Minister of Municipal Affairs and Housing for approval.

**7.5. Manager of Corporate Finance, Treasurer/ Procurement Manager- Second Quarter Procurement Report**

A report from the Manager of Corporate Finance, Treasurer and the Procurement Manager, dated July 13, 2023, to provide the quarterly update on all Request for Tenders and Request for Proposals in accordance with By-law 2017-33 Procurement of Goods and Services 2017, Section (4.2.7).

THAT the Second Quarter Procurement Report, from the Manager of Corporate Finance, Treasurer, and the Procurement Manager, dated July 13, 2023, be received.

**7.6. Manager of Corporate Finance, Treasurer’s Report – Capital Workplan Update**

A report from the Manager of Corporate Finance, Treasurer, dated July 13, 2023,

to provide an update on the status of the 2023 approved capital workplan.

THAT the Capital Workplan Update, from the Manager of Corporate Finance, Treasurer, dated July 13, 2023, be received;

AND THAT the capital workplan adjustments totalling \$1,994,000 as summarized below, be approved:

<b>Project</b>	<b>Division</b>	<b>2023 Workplan Adjustment</b>
Operations Pickup	Transportation	\$56,000
004-0027 – Bridge No. 11	Transportation	\$40,000
938104XC – Culvert	Transportation	\$40,000
Pavement Preservation	Transportation	\$115,000
DR 109 (Joint project with County of Wellington)	Transportation	\$150,000
Touchless Upgrades	Corporate Facilities	\$12,000
Facilities Pickup	Corporate Facilities	\$60,000
HVAC	Long Term Care	\$165,000
Resident Lounge Furniture	Long Term Care	\$46,000
Nurse Call System	Long Term Care	\$400,000
Security	Long Term Care	\$50,000
Emergency Response Vehicles	Paramedic Services	\$35,000
Appliance Replacement	Long Term Care	\$3,000
Laundry Equipment	Long Term Care	\$13,000
Appliance Replacement	McKelvie Burnside Village	\$3,000
Garage Doors	Paramedic Services	\$23,000
Exterior Walls	Housing Services	\$223,000
Structural	Housing Services	\$515,000
Roof Replacement	Housing Services	\$20,000
Roof Replacement	Housing Services	\$25,000

**7.7. Director of Public Works/County Engineer’s Report – Appointments to the Dufferin Outdoor Recreation Advisory Team (DORAT) Appointments**

A report from the Director of Public Works/County Engineer, dated July 13, 2023, recommending two public members be appointed to the Dufferin Outdoor Recreation Advisory Team (DORAT).

THAT the report of the Director of Public Works/County Engineer, dated July,13, 2023, regarding Appointments to the Dufferin Outdoor Recreation Advisory Team (DORAT), be received;

AND THAT Darryn Stevenson and Tani Mogensen be appointed to the Dufferin Outdoor Recreation Advisory Team.

**7.8. Chief Administrative Officer’s Report – Strategic Plan Monthly Update #1 – Next Steps**

A report from the Chief Administrative Officer, dated July 13, 2023, to outline next steps to move forward with the implementation of the 2023-2026 Strategic Plan.

THAT the report of the Chief Administrative Officer, dated July 13, 2023, with respect to Strategic Plan Monthly Update #1 – Next Steps, be received;

AND THAT a transfer of funds from the Rate Stabilization Reserve in the amount of \$25,000 to support the development of Housing Needs Assessment Study be approved.

**7.9. Chief Administrative Officer’s Report – Monthly Update from Outside Boards**

A report from the Chief Administrative Officer, dated July 13, 2023, to provide Council with an update of activities from outside boards and agencies.

THAT the report of the Chief Administrative Officer, dated July 13, 2023, with respect to Reports from Outside Boards, be received.

**8. CORRESPONDENCE**

**8.1. ADR Chambers – Integrity Commission Annual Report**

Correspondence from ADR Chambers, dated June 8, 2023, to present the annual Integrity Commissioner Report for the period of April 8, 2022 to April 7, 2023.

THAT the report from ADR Chambers, dated June 8, 2023, regarding the annual Integrity Commissioner Report for the period of April 8, 2022 to April 7, 2023, be received.

## **8.2. County Fire Prevention and Fire Protection Services**

### **8.2.1. Township of Melancthon**

A resolution from the Township of Melancthon, dated May 23, 2023, regarding County fire prevention and protection services.

### **8.2.2. Resolutions**

Resolutions from the Shelburne & District Fire Board and the Town of Shelburne regarding support of the Township of Melancthon's fire prevention and protection services resolution.

### **8.2.3. Motion Deferred from June 8, 2023 Council Meeting**

**Moved by Councillor White, seconded by Councillor Nix**

**THAT the County engage subject matter experts to support a study on fire protection and prevention services in Dufferin County, and supply a report that details options and recommendations for the appropriate provision of fire prevention and protection services across Dufferin County;**

**AND THAT the funds for the student be taken from the County of Dufferin Emergency Management Preparedness Reserve Fund.**

## **9. NOTICE OF MOTIONS**

## **10. MOTIONS**

## **11. CLOSED SESSION**

## **12. BY-LAWS**

2023-37 A by-law to amend By-Law 2015-41, fees and charges for services and activities provided by the County of Dufferin. (Schedule "C" – Public Works)  
Authorization: Infrastructure and Environmental Services – April 27, 2023



- 2023-38 A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin (Dufferin Oaks Long Term Care Home) and the Canadian Union of Public Employees (CUPE). (Collective Agreement)  
Authorization: Council – July 13, 2023
- 2023-39 A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin (Dufferin Oaks Long Term Care Home) and the Ontario Nurses' Association (ONA). (Collective Agreement)  
Authorization: Council – July 13, 2023
- 2023-40 A by-law to appoint Dallas Bridle as a Building Inspector under the Building Code Act and to repeal By-Law 2019-41.  
Authorization: Council – July 13, 2023
- 2023-41 A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin and Circular Materials Ontario. (Promotion and Education of Blue Box Material Agreement)  
Authorization: Infrastructure and Environmental Services – May 26, 2022
- 2023-42 A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin and GFL Environmental Inc. (Solid Waste Collection Service Contract)  
Authorization: Council – July 13, 2023
- 2023-43 A by-law to adopt Amendment No. 3 to the Official Plan for the County of Dufferin.  
Authorization: Council – July 13, 2023

THAT By-Law 2023-36 through to By-Law 2023-43, be read a first, second and third time and enacted.

**13. OTHER BUSINESS**

**14. CONFIRMATORY BY-LAW**

2023-xx      A by-law to confirm the proceedings of the Council of the Corporation of the County of Dufferin at its meeting held on July 13, 2023.

THAT By-Law 2023-xx be read a first, second and third time and enacted.

**15. ADJOURNMENT**

THAT the meeting adjourn.



**DUFFERIN COUNTY COUNCIL MINUTES**

**Thursday, June 8, 2023 at 7:00 p.m.**

**W & M Edelbrock Centre, Dufferin Room, 30 Centre Street, Orangeville ON**

**Council Members Present:**

Warden Wade Mills (Shelburne)  
Councillor John Creelman (Mono)  
Councillor Guy Gardhouse (East Garafraxa)  
Councillor Chris Gerrits (Amaranth)  
Councillor Shane Hall (Shelburne)  
Councillor Earl Hawkins (Mulmur)  
Councillor Janet Horner (Mulmur)(joined at 7:22 p.m.)  
Councillor Gail Little (Amaranth)  
Councillor James McLean (Melancthon)  
Councillor Fred Nix (Mono)  
Councillor Philip Rentsch (Grand Valley)  
Councillor Steve Soloman (Grand Valley)  
Councillor Todd Taylor (Orangeville)  
Councillor Darren White (Melancthon)

**Council Members Absent:**

Councillor Lisa Post (Orangeville)(prior notice)

**Staff Present:**

Sonya Pritchard, Chief Administrative Officer  
Michelle Dunne, Clerk  
Rebecca Whelan, Deputy Clerk  
Aimee Raves, Manager of Corporate Finance, Treasurer  
Scott Burns, Director of Public Works/County Engineer  
Cody Joudry, Director of Development & Tourism  
Rohan Thompson, Director of People & Equity  
Anna McGregor, Director of Community Services  
Brenda Wagner, Administrator of Dufferin Oaks  
Tom Reid, Chief Paramedic

Warden Mills called the meeting to order at 7:02 p.m.

Warden Mills announced that the meeting is being live streamed and publicly broadcast.

The recording of this meeting will also be available on our website in the future.

Upcoming committee meetings will be held in the Dufferin Room at 30 Centre St, Orangeville on Thursday, June 22, 2023 at the following times:

General Government Services Committee – 11:00 a.m.

Health & Human Services Committee – 1:00 p.m.

Community Development & Tourism Committee – 3:00 p.m.

1. **LAND ACKNOWLEDGEMENT STATEMENT**

Warden Mills shared the Land Acknowledgement Statement.

2. **ROLL CALL**

The Clerk verbally took a roll call of the Councillors in attendance.

3. **APPROVAL OF THE AGENDA**

**Moved by Councillor Gerrits, seconded by Councillor Soloman**

**THAT the Agenda and any Addendum distributed for the June 8, 2023 meeting of Council, be approved.**

**-Carried-**

4. **DECLARATION OF INTEREST BY MEMBERS**

Members of Council are required to state any pecuniary interest in accordance with the Municipal Conflict of Interest Act.

5. **APPROVAL OF MINUTES OF THE PREVIOUS MEETING**

**Moved by Councillor Creelman, seconded by Councillor Hall**

**THAT the minutes of the regular meeting of Council of May 11, 2023, be adopted.**

**-Carried-**

## **PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS**

### **6. Presentation: Bill Hill Scholarship Recipients**

The Bill Hill Scholarships were presented to:

- Arts (Fine Arts & Liberal Arts): Brett Kuzyk
- Black or Racialized: Alexis Quilatan
- Business & Social Sciences: Madison Lacroix
- Indigenous – First Nations: Grace Rowley
- Science & Technology: Bethany Quinton
- Skilled Trades & Training Programs: Jacob Hilliard

Alma Hill and family members were in attendance to congratulate the recipients.

### **7. Proclamation: Seniors Month – June 2023**

Warden Mills proclaimed the month of June 2023 as “Seniors Month” in the County of Dufferin. Brenda Wagner, Administrator of Dufferin Oaks Long Term Care Home, accepted the proclamation.

### **8. Proclamation: World Elder Abuse Awareness Day – June 15, 2023**

Warden Mills proclaimed June 15, 2023 as “World Elder Abuse Awareness Day” in the County of Dufferin. Jennifer McCallum and Heidi Vanderhorst, TeleCheck, accepted the proclamation, they are working to spread awareness and prevent elder abuse.

### **9. Presentation: StrategyCorp**

Stacy Hushion and Nabiha Chowdhury, StrategyCorp, presented the draft Strategic Plan to Council.

Councillor Horner joined the meeting at 7:22 p.m.

Councillor Rentsch left the meeting at 7:30 p.m. and returned at 7:38 p.m.

**Moved by Councillor White, seconded by Councillor Gerrits**

**THAT the Corporation of the County of Dufferin Corporate Strategic Plan for 2023-2026 be approved.**

**-Carried-**

10. **Presentation: BDO Canada LLP**

Angela Nichol and Traci Smith, BDO Canada LLP, presented the County of Dufferin 2022 Financial Statements.

**Moved by Councillor MacLean, seconded by Councillor Nix**

**THAT the 2022 Financial Statements as presented by BDO Canada LLP, be approved.**

**-Carried-**

11. **PUBLIC QUESTION PERIOD**

There were no questions from the public.

**PRESENTATION AND CONSIDERATIONS OF REPORTS**

12. **Infrastructure & Environmental Services Minutes – May 25, 2023**

**Moved by Councillor Hall, seconded by Councillor Soloman**

**THAT the minutes of the Infrastructure and Environmental Services meeting held on May 25, 2023, and the recommendations set out, be adopted.**

**-Carried-**

13. **INFRASTRUCTURE & ENVIRONMENTAL SERVICES – May 25, 2023 – ITEM #1**  
**Financial Report – January 1 – April 30, 2023**

THAT the report from the Manager of Corporate Finance, Treasurer, dated May 25, 2023, regarding a financial report up to April 30, 2023, be received.

14. **INFRASTRUCTURE & ENVIRONMENTAL SERVICES – May 25, 2023 – ITEM #2**  
**County Forest By-Law Enforcement**

THAT the Report, County Forest By-Law Enforcement, dated May 25, 2023, from

the Director of Public Works/County Engineer, be received.

15. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – May 25, 2023 – ITEM #3  
Household Hazardous Waste Service Review & Future Options

THAT the report of the Director of Public Works/County Engineer, dated May 25, 2023, Household Hazardous Waste Service Review and Future Options, be received;

AND THAT staff investigate the development of a Dufferin County Mobile Depot from the perspective of logistics, costs, funding, approvals, etc. and report back.

16. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – May 25, 2023 – ITEM #4  
Nuisance Beaver Program Rates

THAT the report of the Director of Public Works/County Engineer, dated May 25, 2023, Nuisance Beaver Program Rates, be received;

AND THAT Nuisance Beaver rates be adjusted to \$100 per setup, \$100 per beaver removed, plus the County's mileage allowance.

17. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – May 25, 2023 – ITEM #5  
Intersection Review – Dufferin Road 10 & Mono/Amaranth Townline

THAT the report of the Director of Public Works/County Engineer, dated May 25, 2023, Intersection Review – Dufferin Road 10 & Mono/Amaranth Townline, be received.

18. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – May 25, 2023 – ITEM #6  
Intersection Review – Dufferin Road 12 & 20 Sideroad Amaranth

THAT the report of the Director of Public Works/County Engineer, dated May 25, 2023, Intersection Review – Dufferin Road 12 & 20 Sideroad Amaranth, be received;

AND THAT staff proceed with installing a temporary four-way stop control system for the intersection of Dufferin Road 12 and 20 Sideroad Amaranth;

AND THAT staff follow the guidance of the Ontario Traffic Manual to transition the intersection to a two-way stop control for 20 Sideroad with Dufferin Road 12 becoming the through road.

19. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – May 25, 2023 – ITEM #7  
Wightman Telecom Fibre Installation within County Lands

THAT the report of the Director of Public Works/County Engineer, dated May 25, 2023, Wightman Telecom Fibre Installation within County Lands, be received;  
AND THAT staff be directed to further negotiate mutually beneficial terms between the County of Dufferin and Wightman Telecom to support their use of the County owned Rail Trail lands for installation of fibre infrastructure;

AND THAT staff be directed to develop the necessary agreements and/or easements to permit installation of Wightman infrastructure within the County owned former rail corridor lands;

AND THAT staff be directed to negotiate, develop, and enter the necessary service level and maintenance agreements between the County of Dufferin and Wightman Telecom to facilitate a long-term service structure for the County.

20. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – May 25, 2023 – ITEM #8  
Town of Orangeville Transit Terminal Agreement

THAT the report of the Director of Public Works/County Engineer, dated May 25, 2023, Town of Orangeville Transit Terminal Agreement, be received;

AND THAT the Warden and Clerk be authorized to sign the Town of Orangeville Transit Terminal Memorandum of Understanding in substantially the same form as presented.

21. **General Government Services Minutes – May 25, 2023**

**Moved by Councillor Gerrits, seconded by Councillor Hall**

**THAT the minutes of the General Government Services meeting held on May 25, 2023, and the recommendations set out, be adopted.**

**-Carried-**

22. GENERAL GOVERNMENT SERVICES – May 25, 2023 – ITEM #1  
Financial Report – January 1 – April 30, 2023

THAT the report from the Manager of Corporate Finance, Treasurer, dated May 25, 2023, regarding a financial report up to April 30, 2023, be received.



23. GENERAL GOVERNMENT SERVICES – May 25, 2023 – ITEM #2  
Facilities Requirements and Options Review – Update

THAT the report of the Chief Administrative Officer, dated May 25, 2023, regarding Facilities Requirements and Options Review – Update, be received; AND THAT a council workshop be scheduled to review County facilities and property inventory and assess options for current and future use of spaces.

24. GENERAL GOVERNMENT SERVICES – May 25, 2023 – ITEM #3  
Township of Amaranth

THAT the resolution from the Township of Amaranth, dated May 15, 2023, regarding school bus stop arm cameras, be supported.

25. **Health and Human Services Minutes – May 25, 2023**

**Moved by Councillor Nix, seconded by Councillor Little**

**THAT the minutes of the Health and Human Services meeting held on May 25, 2023, and the recommendations set out, be adopted.**

**-Carried-**

26. HEALTH & HUMAN SERVICES – May 25, 2023 – ITEM #1  
Financial Report – January 1 – April 30, 2023

THAT the report from the Manager of Corporate Finance, Treasurer, dated May 25, 2023, regarding a financial report up to April 30, 2023, be received.

27. HEALTH & HUMAN SERVICES – May 25, 2023 – ITEM #2  
Dufferin County Paramedic Service Annual Report

THAT the report of the Chief, dated May 25, 2023, with regards to the Dufferin County Paramedic Services, be received.

28. HEALTH & HUMAN SERVICES – May 25, 2023 – ITEM #3  
Quarterly Community Services Activity Report – First Quarter 2023

THAT the report of the Director, Community Services, titled Quarterly Community Services Activity Report – First Quarter, 2023, dated May 25, 2023, be received.

29. HEALTH & HUMAN SERVICES – May 25, 2023 – ITEM #4  
Dufferin County Equity Collaborative 2022 Report to the Community

THAT the report of the Director, Community Services, titled Dufferin County Equity Collaborative 2022 Report to the Community, dated May 25, 2023, be received.

30. HEALTH & HUMAN SERVICES – May 25, 2023 – ITEM #5  
Dufferin County Community Support Services Declaration of Compliance

THAT the report of the Administrator of Dufferin Oaks, dated May 25, 2023, regarding the Declaration of Compliance be received;

AND THAT Council authorizes the Warden to sign the Declaration on behalf of Council for submission to Ontario Health Central Region.

31. HEALTH & HUMAN SERVICES – May 25, 2023 – ITEM #6  
Long Term Care (LTC) Funding Update

THAT the report of the Administrator, dated May 25, 2023, regarding 2023 Funding Update, be received.

32. **Community Development & Tourism Minutes – May 25, 2023**

**Moved by Councillor Creelman, seconded by Councillor Little**

**THAT the minutes of the Community Development and Tourism meeting held on May 25, 2023, and the recommendations set out, be adopted.**

**-Carried-**

33. COMMUNITY DEVELOPMENT & TOURISM – May 25, 2023 – ITEM #1  
Financial Report – January 1 – April 30, 2023

THAT the report from the Manager of Corporate Finance, Treasurer, dated May 25, 2023, regarding a financial report up to April 30, 2023, be received.

34. COMMUNITY DEVELOPMENT & TOURISM – May 25, 2023 – ITEM #2  
Building Code Enforcement Manual

THAT the report of the Director of Development and Tourism, "Building Code Enforcement Manual", dated May 25, 2023, be received.

35. COMMUNITY DEVELOPMENT & TOURISM – May 25, 2023 – ITEM #3  
Museum Visitor and Outreach Statistics Report

THAT the report of the Director of Development and Tourism, "Museum Visitor and Outreach Statistics Report", dated May 25, 2023, be received.

36. COMMUNITY DEVELOPMENT & TOURISM – May 25, 2023 – ITEM #4  
OPA Phase III – Policy Framework, Engagement Plan

THAT the report of the Director of Development and Tourism, "Phase III OPA – Policy Framework, Engagement Plan", dated May 25, 2023, be received.

### **CORRESPONDENCE**

37. **Township of Melancthon**

A resolution from the Township of Melancthon, dated May 23, 2023, regarding County fire prevention and protection services.

**Moved by Councillor White, seconded by Councillor Nix**

**THAT the County engage subject matter experts to support a study on fire protection and prevention services in Dufferin County, and supply a report that details options and recommendations for the appropriate provision of fire prevention and protection services across Dufferin County;**

**AND THAT the funds for the student be taken from the County of Dufferin Emergency Management Preparedness Reserve Fund.**

**-DEFERRED-**

38. **NOTICE OF MOTIONS**

39. **MOTIONS**

**Moved by Councillor White, seconded by Councillor Creelman**

**THAT Sean Johnson be appointed to be a member of the Access Dufferin Accessibility Advisory Committee.**

**-Carried-**

40. **CLOSED SESSION**

41. **BY-LAWS**

- 2023-30 A by-law to amend By-Law 2015-41, Fees and Charges for Services and Activities provided by the County of Dufferin. (Schedule "C" – Public Works)  
Authorization: Infrastructure and Environmental Services – April 27, 2023
- 2023-31 A by-law to amend By-Law 2017-39, being a by-law to govern the lands known as the Dufferin County Forest and Rail Trail. (Amend Sections 3, 14, 20, 21, 25, & 27, Amend Schedule A, Remove Schedule B)  
Authorization: Infrastructure and Environmental Services – April 27, 2023
- 2023-32 A by-law to ratify the actions of the Warden and Clerk for executing an agreement between the Corporation of the County of Dufferin and Ontario Health. (Multi-Service Sector Accountability Agreement)  
Authorization: Council – June 8, 2023
- 2023-33 A by-law to authorize the Warden and Clerk to execute an agreement between the Corporation of the County of Dufferin and Georgian College of Applied Arts & Technology. (Lease Agreement – Edelbrock Centre)  
Authorization: Council – June 8, 2023
- 2023-34 A by-law to authorize the Warden and Clerk to execute an agreement between the Corporation of the County of Dufferin and Georgian College of Applied Arts & Technology. (Lease Agreement – Mel Lloyd Centre)  
Authorization: Council – June 8, 2023
- 2023-35 A by-law amend By-Law 2005-32, Schedule "D", to regulate traffic on roads under the jurisdiction of the County of Dufferin. (Amend Schedule D – Stop Streets)  
Authorization: Infrastructure and Environmental Services – May 25, 2023

**Moved by Councillor Nix, seconded by Councillor Gardhouse**

**THAT By-Law 2023-30 through to 2023-35, inclusive, be read a first, second and third time and enacted.**

**-Carried-**

42. **OTHER BUSINESS**

Warden Mills invited everyone to attend the Multicultural Flag Raising on Thursday, June 15, 2023 at 55 Zina St, Orangeville. The Dufferin County Multicultural Foundation will be hosting a two-day event at the Museum of Dufferin to celebrate Multicultural Day. On Friday, June 23, 2023 at 6:00 pm, the Unity in Diversity Exhibit Opening will take place followed by a full day of arts, crafts, performances and food on June 24th from 11:00 am to 4:00 pm.

Rohan Thompson, Director of People and Equity, advised on Tuesday, June 20, 2023 Dufferin County will be hosting an event to commemorate National Indigenous History Month, "A Silenced History – What We Weren't Taught in School" with Dr. Pamela Palmater. The event will take place at 6:30 pm at the Monora Park Pavilion, and will focus on learning, inspiration and change through a meaningful and thought-provoking conversation.

Warden Mills noted the Dufferin County Cultural Resource Circle will be hosting an Indigenous Day event on June 21, 2023. There will be an Art Exhibit at the Orangeville Town Hall Gallery and performances at Alexandra Park.

Councillor White invited everyone to celebrate the 175<sup>th</sup> Birthday of Melancthon Township at the Hornings Mills Hall and Park on June 25, 2023. The event will feature a vendor market, a First Responder Challenge, games and a barbeque.

43. **CONFIRMATORY BY-LAW**

2023-36      A by-law to confirm the proceedings of the Council of the Corporation of the County of Dufferin at its meeting held on June 8, 2023.

**Moved by Councillor Creelman, seconded by Councillor Hall**

**THAT By-Law 2023-36, be read a first, second and third time and enacted.**

**-Carried-**

44. **ADJOURNMENT**

**Moved by Councillor Gardhouse, seconded by Councillor McLean**

**THAT the meeting adjourn.**

**-Carried-**

The meeting adjourned at 9:13 p.m.

Next meeting: Thursday, July 13, 2023  
Museum of Dufferin, 936029 Airport Road, Mulmur

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Wade Mills, Warden

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Michelle Dunne, Clerk

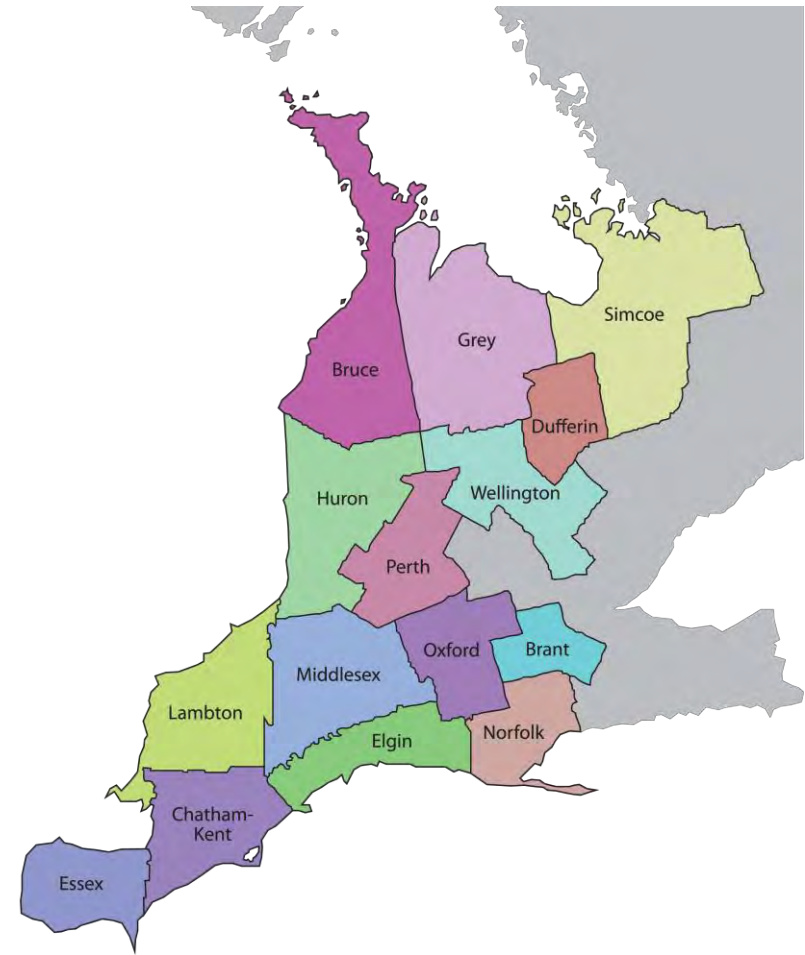
# WESTERN ONTARIO WARDENS' CAUCUS

Dufferin County Council Delegation  
July 13, 2023



# WHO IS THE WOWC?

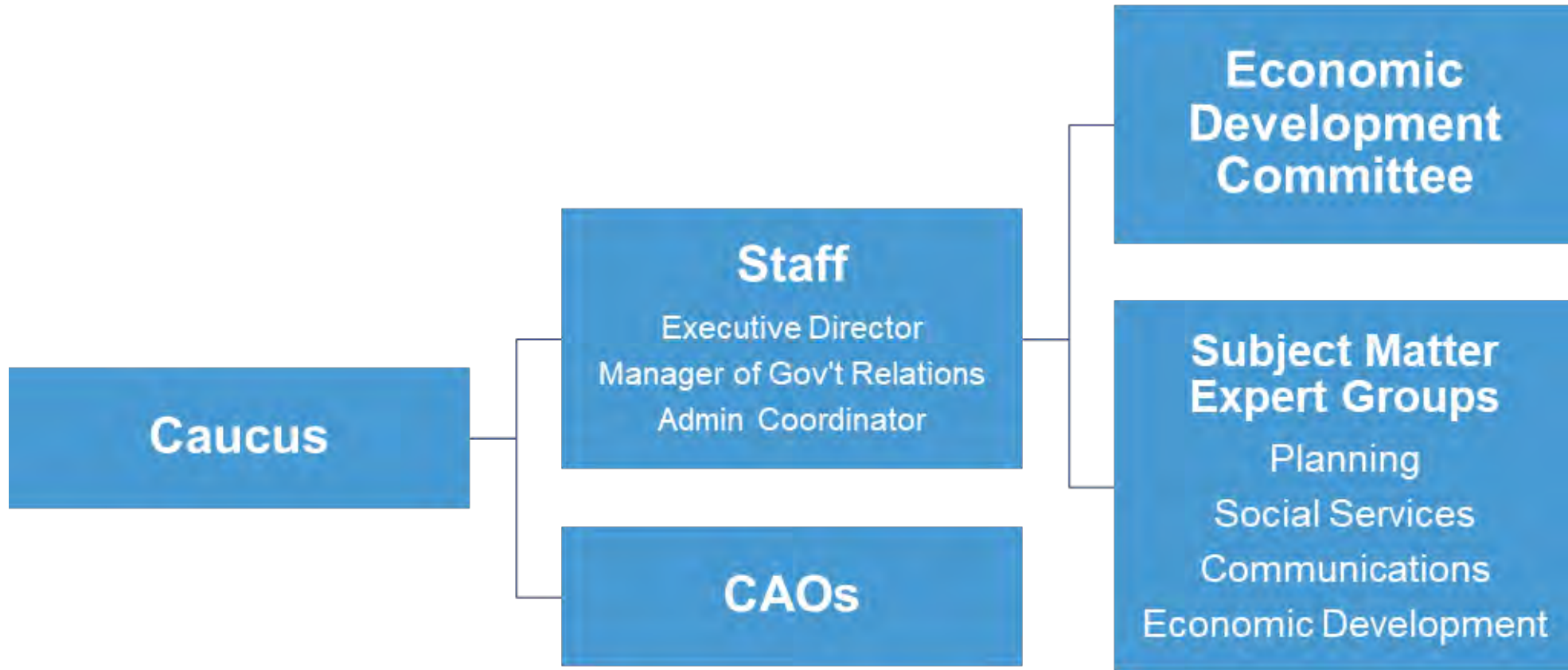
- 16 Upper and Single tier municipalities
- 300 communities
- More than 1.5 million residents
- ½ Million square kilometers
- 90% rural







# HOW DOES THE WOWC OPERATE?



# ADVOCACY

- The WOWC's advocacy work has been executed through:
  - Meetings with Ministers and senior government officials
  - Partnerships with local and regional municipalities and organizations, and joint projects/advocacy with stakeholders
  - Letters, financial analyses and pre-budget submissions
- The WOWC monitors government legislation and provides research and analysis on issues affecting Western Ontario
- Where applicable, the WOWC supports and partners with other organizations such as SWIFT, AMO, FCM, EOWC, etc.



# 2023-24 PRIORITIES: HOUSING

## ISSUE

Housing affordability, particularly in rural areas, continues to remain a strong focus within the region. Given the current housing and rental market, it is crucial to focus on increasing the supply of affordable housing, of all forms.

## The Asks

1. We are asking for a definition from the Province on the promise to “keep municipalities whole”
2. Regarding the Building Homes Faster Act, WOWC would respectfully request numbers from the province, regarding how many new homes are expected in each County



# 2023-24 PRIORITIES: WORKFORCE TO SUPPORT ECONOMIC GROWTH



## Issue

There has been an ongoing focus for the WOWC over the past few years on workforce retention and expansion. This has been highlighted in the collaborative regional work through the Western Ontario Workforce Strategy.

## The Ask

We ask that the OINP will continue to be tailored to meet the needs of Western Ontario by including in-demand jobs for our region.



# 2022-23 PRIORITIES: MENTAL HEALTH, ADDICTIONS & HOMELESSNESS

## ISSUE

Funding for our rural communities is a necessity. We are less equipped with fewer resources than our urban counterparts to tackle the growing mental health and addictions crisis.

## The Asks

1. Reiterated our support and request to the provincial government for permanent funding of the Mobile Crisis Response Team (MCRT) program across Ontario
2. We are requesting that funding be allocated specifically for our rural communities as part of the Homelessness Prevention Program (HPP).



# BROADBAND INFRASTRUCTURE



## Project Results

**63,932**

PREMISES PASSED



**4,250**

SERVED ROAD KMs

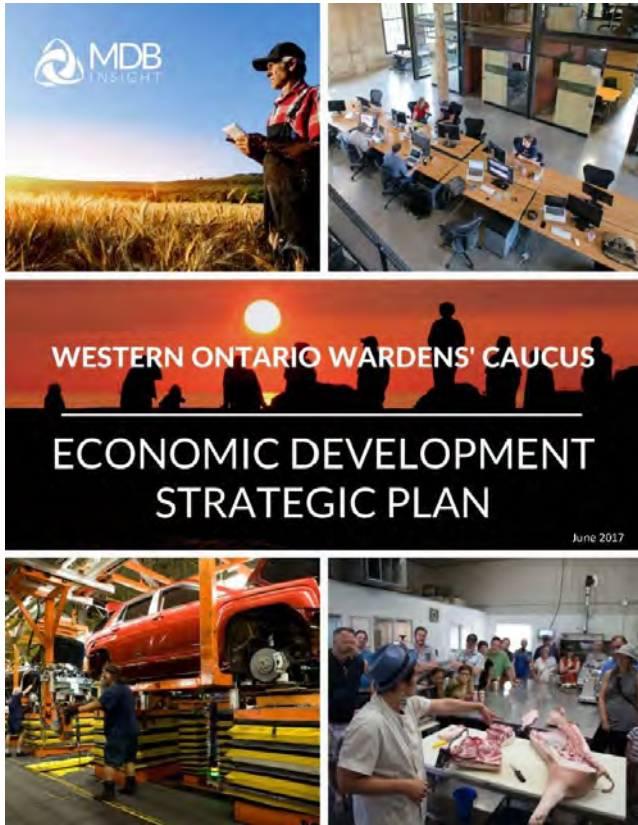


**\$270M**

TOTAL INFRASTRUCTURE INVESTMENT



# ECONOMIC DEVELOPMENT



The WOWC in partnership with the Community Futures Western Ontario continues to implement the actions of the regional Economic Development Strategic Plan.

## The Project

- Identify opportunities to advance the economy of Southwestern Ontario that also leverages the ongoing efforts of WOWC.
- Improve the underlying conditions for economic development throughout the region.
- Generate a series of actions at the regional level that enables the creation of jobs, wealth and investment across the region.





# REGIONAL PARTNERS



# RESOURCES

[www.wowc.ca](http://www.wowc.ca)

Newsletters and Press Releases

Twitter @wowcinc

Facebook



# BENEFITS OF MEMBERSHIP



- A seat at the regional table, representing our rural communities
- Advocacy to the provincial and federal governments
- Staff support networks through Subject Matter Expert teams
- Regional projects and resources including data tools such as ConnectON and the new Rural Housing Information System.



# THANK YOU

**Kate Burns Gallagher**

Executive Director

Western Ontario Wardens' Caucus

[kate@wowc.ca](mailto:kate@wowc.ca)

519-495-6059





## **GENERAL GOVERNMENT SERVICES COMMITTEE MINUTES**

**Thursday, June 22, 2023 at 11:00 a.m.**

The Committee met at 11:00 a.m. at the W & M Edelbrock Centre, Dufferin Room, 30 Centre Street, Orangeville.

**Members Present:** Councillor John Creelman (Chair)  
Councillor Guy Gardhouse  
Councillor Chris Gerrits  
Warden Wade Mills  
Councillor Philip Rentsch  
Councillor Steve Soloman  
Councillor Todd Taylor

**Members Absent:** Councillor Shane Hall

**Staff Present:** Sonya Pritchard, Chief Administrative Officer  
Michelle Dunne, Clerk  
Rebecca Whelan, Deputy Clerk  
Aimee Raves, Manager of Corporate Finance,  
Treasurer  
Rohan Thompson, Director of People & Equity  
Steve Murphy, Manager – Preparedness, 911 &  
Corporate Projects

Chair Creelman called the meeting to order at 11:00 a.m.

### **LAND ACKNOWLEDGEMENT STATEMENT**

Chair Creelman shared the Land Acknowledgement Statement.

### **ROLL CALL**

The Clerk verbally took a roll call of the Councillors in attendance.

## **DECLARATIONS OF PECUNIARY INTEREST**

There were no declarations of pecuniary interest.

## **PUBLIC QUESTION PERIOD**

There were no questions from the public.

## **REPORTS**

1. GENERAL GOVERNMENT SERVICES – June 22, 2023 – ITEM #1  
Assessment of Emergency Shelter Generator Capacity

A report from the Manager – Preparedness, 911 & Corporate Projects, dated June 22, 2023, to seek approval to complete an emergency shelter generator capacity assessment.

### **Moved by Councillor Gerrits, seconded by Warden Mills**

**THAT the report of the Manager – Preparedness, 911 & Corporate Projects, dated June 22, 2023, regarding the Assessment of Emergency Shelter Generator Capacity, be received;**

**AND THAT staff be directed to develop an Emergency Power Generation Upgrade Action Plan which will include a current state assessment and recommendations with anticipated costs;**

**AND THAT funds of \$10,000-\$15,000 to cover the cost of developing the Action Plan be transferred from Municipal Emergency Management Readiness Reserve.**

**-Carried-**

2. GENERAL GOVERNMENT SERVICES – June 22, 2023 – ITEM #2  
Insurance Renewal

A report from the Manager of Corporate Finance, Treasurer, dated June 22, 2023, to seek Council approval to extend the current insurance contract for an additional year.

**Moved by Councillor Soloman, seconded by Councillor Gardhouse**

**THAT the report of the Manager of Corporate Finance, Treasurer, dated June 22, 2023, be received;**

**AND THAT Intact Public Entities be engaged to provide insurance services for the 2024 fiscal year.**

**-Carried-**

3. GENERAL GOVERNMENT SERVICES – June 22, 2023 – ITEM #3  
IT & GIS Status Report

A report from the Manager of Information Technology, dated June 22, 2023, to provide an overview of what has been accomplished, what the team is working on, what the team will be working on soon, and identify potential challenges and opportunities.

**Moved by Councillor Gerrits, seconded by Councillor Taylor**

**THAT the Report from the Manager of Information Technology & Geographic Information Systems, dated June 22, 2023, titled IT & GIS Status Report, be received.**

**-Carried-**

**ADJOURNMENT**

The meeting adjourned at 11:32 p.m.

**NEXT MEETING:** Thursday, August 24, 2023  
W & M Edelbrock Centre, Dufferin Room, 30 Centre Street,  
Orangeville ON

Respectfully submitted,

.....  
Councillor John Creelman, Chair  
General Government Services Committee



## **HEALTH & HUMAN SERVICES COMMITTEE MINUTES**

**Thursday, June 22, 2023 at 1:00 p.m.**

The Committee met at 1:00 p.m. at the W & M Edelbrock Centre, 30 Centre St, Orangeville.

**Members Present:** Councillor Darren White (Chair)  
Councillor Guy Gardhouse  
Councillor Gail Little  
Councillor James McLean  
Warden Wade Mills  
Councillor Lisa Post  
Councillor Philip Rentsch

**Members Absent:** Councillor Earl Hawkins (prior notice)  
Councillor Fred Nix (prior notice)

**Staff Present:** Sonya Pritchard, Chief Administrative Officer  
Michelle Dunne, Clerk  
Rebecca Whelan, Deputy Clerk  
Brenda Wagner, Administrator, Dufferin Oaks  
Anna McGregor, Director of Community Services  
Tom Reid, Chief Paramedic

Chair White called the meeting to order at 1:00 p.m.

### **LAND ACKNOWLEDGEMENT STATEMENT**

Chair White shared the Land Acknowledgement Statement.

### **ROLL CALL**

The Clerk verbally took a roll call of Councillors in attendance.



## **DECLARATIONS OF PECUNIARY INTEREST**

There were no declarations of pecuniary interest.

## **PUBLIC QUESTION PERIOD**

There were no questions from the public.

## **DELEGATIONS**

1. HEALTH & HUMAN SERVICES – June 22, 2023 – ITEM #1  
Headwaters Health Care Centre & Headwaters Health Care Foundation

Kim Delahunt, CEO & President, Headwaters Health Care Centre, and K.C. Caruthers, CEO, Headwaters Health Care Foundation, delegated regarding an update on Headwaters Health Care Centre's activities and needs, as well as the Foundation's priority campaigns.

Headwaters Health Care Foundation is requesting Dufferin County commit \$750,000 over a period of three years beginning in 2024 to fund SMART Headwaters. Kim Delahunt will coordinate a meeting between Headwaters Health Care Centre, Caledon Mayor Annette Grovers and Dufferin Warden Wade Mills to discuss a mutual funding agreement.

## **REPORTS**

2. HEALTH & HUMAN SERVICES – June 22, 2023 – ITEM #2  
2023/24 Multi-Sector Service Accountability Agreement (MSAA)

A report from the Administrator of Dufferin Oaks, dated June 22, 2023, to seek approval to sign the Multi Sector Service Accountability Agreement (MSAA).

**Moved by Councillor McLean, seconded by Councillor Gardhouse**

**THAT the report of the Administrator, dated June 22, 2023, regarding the Multi Sector Service Accountability Agreement, be received;**

**AND THAT the County of Dufferin signs the Service Accountability Agreement with the Central West Region for the period April 1, 2023 to March 31, 2024.**

**-Carried-**

3. HEALTH & HUMAN SERVICES – June 22, 2023 – ITEM #3  
Community Safety & Well Being Plan 2022 Annual Report

A report from the Director of Community Services, dated June 22, 2023, to provide the 2022 Community Safety and Well-Being Plan Annual Report.

**Moved by Warden Mills, seconded by Councillor Post**

**THAT the report of the Director, Community Services, titled Community Safety and Well-Being Plan 2022 Annual Report, as amended, dated June 22, 2023, be received;**

**AND THAT staff be directed to forward the annual report to each lower tier municipalities for their review;**

**AND THAT Council approve up to \$15,000 to be set aside from the Rate Stabilization Reserve, in 2023, to continue to assist with ongoing engagement, administration and data gathering costs for the plan.**

**-Carried-**

4. HEALTH & HUMAN SERVICES – June 22, 2023 – ITEM #4  
New Podcast Series “Merrily...Taking Early Years Conversations Upstream and Down”

A report from the Director of Community Services, dated June 22, 2023, to share details of a community collaboration for municipalities to come together and build capacity within the early learning system and to change the narrative about the value and impact of child care and early years education.

**Moved by Councillor Little, seconded by Councillor Gardhouse**

**THAT the report of the Director, Community Services, titled New Podcast Series “Merrily...Taking Early Years Conversations Upstream and Down”, dated June 22, 2023, be received.**

**-Carried-**

**ADJOURNMENT**

The meeting adjourned at 1:37 p.m.

**NEXT MEETING:** Thursday, August 24, 2023  
W & M Edelbrock Centre, 30 Centre St, Orangeville

Respectfully submitted,

.....  
Councillor Darren White, Chair  
Health and Human Services Committee



## **COMMUNITY DEVELOPMENT AND TOURISM COMMITTEE MINUTES** **Thursday, June 22, 2023 at 3:00 p.m.**

The Committee met at 3:00 p.m. at the Edelbrock Centre, Dufferin Room, 30 Centre St, Orangeville.

**Members Present:**

- Councillor Janet Horner (Chair)
- Councillor John Creelman (joined at 3:05 p.m.)
- Councillor Earl Hawkins
- Councillor Gail Little
- Warden Wade Mills
- Councillor Lisa Post
- Councillor Darren White

**Staff Present:**

- Sonya Pritchard, Chief Administrative Officer
- Michelle Dunne, Clerk
- Rebecca Whelan, Deputy Clerk
- Cody Joudry, Director of Development and Tourism
- Becky MacNaughtan, Chief Building Official
- Silva Yousif, Senior Planner
- Yaw Ennin, Manager of Economic Development

Chair Horner called the meeting to order at 3:00 p.m.

### **LAND ACKNOWLEDGEMENT STATEMENT**

Chair Horner shared the Land Acknowledgement Statement.

### **DECLARATIONS OF PECUNIARY INTEREST**

There were no declarations of pecuniary interest.

## **PUBLIC QUESTION PERIOD**

There were no questions from the public.

## **REPORTS**

1. COMMUNITY DEVELOPMENT & TOURISM – June 22, 2023 – ITEM #1  
More Museum Records Online

A report from the Director of Development and Tourism, dated June 22, 2023, to outline a project which will significantly increase the capacity of the Museum of Dufferin (MoD) to put records online for public use.

### **Moved by Councillor Little, seconded by Councillor White**

**THAT the report of the Director of Development and Tourism, “More Museum Records Online”, dated June 22, 2023, be received.**

**-Carried-**

2. COMMUNITY DEVELOPMENT & TOURISM – June 22, 2023 – ITEM #2  
Phase III Official Plan Amendment (OPA) – Policy Framework, Redline Copy

A report from the Director of Development and Tourism, dated June 22, 2023, to present the current draft redline copy of Phase III Official Plan Amendment (OPA) for the Dufferin County Municipal Comprehensive Review (MCR).

Councillor Creelman joined the meeting at 3:05 p.m.

The Director of Planning and Development facilitated a discussion regarding the policy changes. The Committee discussed:

- Additional units including size
- As of right zones
- Mixed use zones
- Affordable housing
- Age-friendly communities
- Vulnerable aquifers
- Highway access & by-passes

**Moved by Councillor Little, seconded by Councillor Hawkins**

**THAT the report of the Director of Development and Tourism, “Phase III Official Plan Amendment (OPA) – Policy Framework, Redline Copy”, dated June 22, 2023, be received.**

**-Carried-**

3. COMMUNITY DEVELOPMENT & TOURISM – June 22, 2023 – ITEM #3  
Land Use Planning – One Year Department Progress Status

A report from the Director of Development and Tourism, dated June 22, 2023, to update the Committee on planning work and to request a 2-year contract land use planner position.

**Moved by Councillor White, seconded by Councillor Little**

**THAT the report of the Director of Development and Tourism, “Land Use Planning - One Year Department Progress Status”, dated June 22, 2023, be received;**

**AND THAT staff be authorized to create a 2-year Planner contract position;**

**AND THAT the cost for the remainder of 2023 be offset through a reduction in consulting expense and the 2024 amount be added to the DRAFT budget.**

**-Carried-**

**OTHER BUSINESS**

Sonya Pritchard, Chief Administrative Officer, noted she received a letter from the Ministry of Municipal Affairs and Housing regarding the County’s Official Plan Amendment No. 2 that was submitted. The Minister will be suspending the 120 day review time period.

The Director of Development and Planning provided a brief update on the International Planning Match (IPM). A Memorandum of Understanding has been signed outlining the roles and responsibilities for all parties. Currently, the Traffic Management Plan and Emergency Management Plan are being developed. There will be a Dufferin County tent with a stage, sitting area, local artists work on display and food and drink samples. The IPM will also feature an educational tent geared to students with County booths from Waste Services, Museum of Dufferin and Climate. Sonya Pritchard noted that the County’s Rural Economic Development Grant application was not approved.

**ADJOURNMENT**

The meeting adjourned at 4:42 p.m.

**NEXT MEETING:** Thursday, August 24, 2023  
Edelbrock Centre, Dufferin Room, 30 Centre St, Orangeville

Respectfully submitted,

.....  
Councillor Janet Horner, Chair  
Community Development and Tourism Committee



A Community That Grows Together

Report To: Warden Mills and Members of County Council

Meeting Date: July 13, 2023

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**Subject: Dufferin County Official Plan Amendment No. 03**

**From: Cody Joudry, Director of Planning and Tourism**

### **Recommendation**

**THAT the report from the Director of Planning and Tourism, dated July 13, 2023, Dufferin County Official Plan Amendment No. 03 (Municipal Comprehensive Review, Phase II Schedules and Maps), be received;**

**AND THAT the necessary bylaw be presented to County Council to adopt the proposed County of Dufferin Official Plan Amendment No. 03 (Municipal Comprehensive Review, Phase II Schedules and Maps);**

**AND THAT Notice of Adoption of County of Dufferin Official Plan Amendment No. 03 (Municipal Comprehensive Review, Phase II Schedules and Maps) be provided in accordance with the Planning Act;**

**AND THAT the Official Plan Amendment record of adoption be forwarded to the Minister of Municipal Affairs and Housing for approval.**

### **Executive Summary**

The purpose of the Official Plan Amendment (OPA) No. 03 is to update the policies and land use schedules of the Official Plan to conform with A Place to Grow: Growth Plan for the Greater Golden Horseshoe (2020) and implement the County's Land Needs Assessment completed as part of the Dufferin County Municipal Comprehensive Review (MCR).



The requested adoption of the OPA relates to the following matters:

- Prime Agricultural Area Policies;
- Natural Heritage System Policies;
- Schedule B – Community Structure;
- Schedule C – Prime Agricultural Areas and Rural Lands; and
- Schedule E – Natural Heritage Features and Schedule E1 – Natural Heritage System.

### **Background & Discussion**

The proposed amendment represents Phase II of the MCR, which relates to the schedules and maps for the Growth Management Plan, and includes expansions to the settlement boundary for Shelburne and Grand Valley, updated natural heritage mapping, and updated agricultural areas (i.e. prime ag) to reflect the proposed growth allocations presented in OPA No. 02.

This is the second amendment of a few required to complete the County's MCR. Further recommendations related to Growth Management Policy Framework will be proposed in an update to the County Official Plan Land Use Policy Framework and will take place as part of the future Phase III MCR OPA, anticipated to occur in August 2023.

County staff circulated the draft Phase II OPA to Ministry of Municipal Affairs and Housing (MMAH) on March 17, 2022. MMAH did not provide written comments on the submission; however, the 120-day review period has passed. This means Council can adopt the OPA (although it still requires Ministry approval).

Staff received a letter from Minister Clark on June 22, 2023, advising of his decision to delay approval on OPA No. 2, that was deemed to be completed on May 1, 2023. The team will carry on with the MCR work as directed by the Provincial staff, as this will allow for a comprehensive evaluation of the growth allocation (OPA No. 2) in relation to the proposed settlement area expansion (Schedule B).

#### *Approval Process*

Once OPA No. 3 (Phase II OPA) is adopted by County Council, the proposed amendment will be sent to MMAH for approval. The Minister has 120 days to review and approve the OPA and the policies included within. The Minister can also amend the OPA and approve it without consultation or reject it.

*Next Steps*

Future amendments to the County Official Plan, done through the MCR process, will subsequently follow to bring the Official Plan into. This will include updates to the County Official Plan policy framework as part of Phase III, as well as the Transportation Master Plan.

*Consultation*

The County MCR team has had frequent individual and joint consultation meetings with specific local municipalities, involving their senior staff and representatives of Council to discuss and address some of the feedback that resulted in changes to the Employment designations, and some mapping of natural features that had been changed through development applications.

The following is a timeline of the public stakeholder consultation undertaken relating to the proposed amendment:

<b>Date</b>	<b>Meeting</b>	<b>Topics</b>
July 26, 2023	Public Information Center	County MCR
January 12, 2023	Council Meeting	MCR Phase II OPA – Schedule B, C, and E Changes
January 12, 2023	Public Information Center	Schedule B, C, and E & TMP

**Financial, Staffing, Legal, or IT Considerations**

None

**In Support of Strategic Plan Priorities and Objectives**

**Governance** – Identify opportunities to improve governance and service delivery/ improve the County’s internal and external communication.

Respectfully Submitted By:

Cody Joudry  
Director of Planning and Tourism

Prepared by:  
Silva Yousif  
Senior Planner

Attachments:

- Public Comments Response for Phase II
- OPA No. 3 - Bylaw #2023-43

Reviewed by: Sonya Pritchard, Chief Administrative Officer

Dufferin County OPA 2 - Public Comments and Response

Date Received	Theme	Comments	Response
7-Feb-23	Rural Land Use Schedule	<p>1. Rural lands in Melancthon don't make sense as rural lands</p> <p>2. I sent comments on June 8, 2021 memo to Council, OP schedule identifies parcels that I did not identify</p> <p>3. ?</p> <p>4. Other Municipalities have maintained rural/ag split, which the refinement criteria do not support.</p> <p>5. appears to be a disparity in how prime Ag. lands are reconciled on a regional or County basis</p> <p>6. Melancthon OP has more current Rural/ag split subject to OMAFRA review in 2014-15</p> <p>7. Attached map shows how I would assess and refine existing rural land use designations in Melancthon</p> <p>8. Council may wish ti revisit their approach to refinement given the GPGGH only provides one opportunity for refinement at the time of the County OP Update.</p>	<p>The Prime Agricultural refinements have been made where appropriate based on the OMAFRA Implementation Procedures for the Agricultural System in Ontario's Greater Golden Horseshoe.</p>
12-Jan-23	Mapping	<p>Using attached email as a reference, some areas are missing: 19, 24, 23, 22, 10, 6, 21, 11, and 4. add these areas to the mapping.</p>	<p>The Prime Agricultural refinements have been made where appropriate based on the OMAFRA Implementation Procedures for the Agricultural System in Ontario's Greater Golden Horseshoe.</p>
18-Jan-23	Mapping	<p>Draft Schedules E and E1 show forested areas that ought to be removed following consultation. Have attached figures showing the portions of woodlot to remove.</p>	<p>Mapping of woodlands has been modified based on the completion of an EIS prepared in support of an approved development application.</p>
7-Feb-23	mapping	<p>parcel of land, [REDACTED] (short roll number = [REDACTED]) should have DCOP designation "Rural", and it should be removed as "employment" and put as "countryside". (Map shown in in email)</p>	<p>Employment designations have been modified based on feedback from the Town.</p>
26-Jan-23	Mapping	<p>1. Schedule E1 does not conform with the Mono OPA 41 NHS layer.</p> <p>2. the County's "Natural Heritage System" is the correct NHS. This NHS should replace the one in Schedule E1</p> <p>the County's 2 NHS maps are not identical, and they should both conform to the Mono OPA 41 NHS.</p>	<p>Schedule E1 has been modified to reflect the most current Natural Heritage System mapping, as provided by the Town of Mono.</p>
11-Jan-23	Mapping	<p>There are discrepancies between the draft schedules B/B1 and the Orangeville employment land designations. There are several areas, identified in this email, that should be included in the DCOP schedule.</p>	<p>The Employment designation on the draft schedules reflects lands designated Employment in the Orangeville Official Plan.</p>
7-Feb-23	Mapping	<p>Draft Schedule C - is acceptable; Draft Schedule B - is acceptable, Draft schedule E - the greenbelt line on the online mapping should be shown in orange, but is shown in Green; Schedule E1 - is acceptable.</p>	<p>The schedules have been modified to improve readability.</p>
17-Jan-23	Mapping	<p>employment areas shown in Schedule B are as shown here <a href="https://www.amaranth.ca/en/municipal-government/resources/Forms/OP_SCHEDULE_A-3_FARMINGTON_Aug15_2011FINAL.pdf">https://www.amaranth.ca/en/municipal-government/resources/Forms/OP_SCHEDULE_A-3_FARMINGTON_Aug15_2011FINAL.pdf</a></p>	<p>The Employment designation has been modified to reflect those lands designation Employment in the local Official Plan.</p>

17-Jan-23 Mapping	The mapping should reflect GIS files sent, which includes removing all the individual businesses and institutional lands in addition to the aggregate properties from Employment which the County had previously identified throughout the Township. Changes should be reflected in Schedule B	The Employment designation has been modified to reflect those lands designation Employment in the local Official Plan.
17-Jan-23 Mapping	Satisfied with Schedule D as long as no aggregates are shown in Shelburne	Noted
16-Jan-23 Mapping	Schedule B, Employment land use area for Shelburne is not correct. Images attached to email show the only areas to be designated as employment. Secon note, there is an area in Melancthon north of Shelburne that shouldn't be designated Employment. Schedule E - The woodlands mapping doesn't match the Town's OP. Schedule E1 - Mapping of the proposed NHS does not match areas designated Natural Environment in Town's OP. ONLY the areas designated Natural Environment in the Town's OP should be included in the County's NHS mapping	Further refinements may be necessary.
16-Jan-23 Mapping	Corrected mapping for East Garafraxa Employment Lands for Schedule B is attached. Please make the changes according to this map.	Mapping has been modified as requested by the Township.
16-Jan-23 Mapping	<p>██████████ - there is currently a site-specific policy. Wants discussion on whether the employment designation is still appropriate for the long-term development of these lands on rural services and outside of settlement areas</p> <p>- ██████████ is a piece of candidate land that we had recommended inclusion in the Ag designation</p> <p>- ██████████ does not appear to follow mulmur's recommendation to exclude the half lot from the Ag designation. It is "candidate Land". From aerial it appears to be all wooded.</p>	Employment designations have been modified based on feedback from the Town.
18-Jan-23 Mapping	The 2017 provincial map appears to show substantial areas as Prime Ag, but the County map designates them as rural.	The Prime Agricultural refinements have been made where appropriate based on the OMAFRA Implementation Procedures for the Agricultural System in Ontario's Greater Golden Horseshoe.
13-Jan-23 Mapping	Inconsistencies on Schedule B1. Attached PDF scans of 2 marked up maps, comparin County's Schedule B1 and Grand Valley's Schedule A2.	The schedule have been modified based on this feedback.
19-Jan-23 Additional Residential Units	For discussion, how the 3-units as of right permissions for parcels of urban residential land is being interpreted and dealt with.	General policies such as Additional Residential Unit policies will be addressed in the third OPA yet to come.

17-Feb-23 Mapping changes

1) On the County of Dufferin Website, within the "Document Library" of the Official Plan Review, we note that the mapping contained in the file "Schedules (pdf version)" it is very difficult to discern the underlying land use designations because the words "Grand Valley" are covering the mapping.

2) Mapping of the Grand Valley Settlement Area around the gravel pit seems distorted. Please double check against Grand Valley's previous submission.

3) With respect to the GIS mapping of "Schedule 'C' Prime Agricultural Areas", we are unclear as to why a portion of the former Gravel Pit lands are identified as Prime Agricultural Area as this is a formerly mined out and excavated area not suitable to agriculture. We also noticed there is also an area adjacent to the Gravel Pit lands to the north, where the Grand Valley Camp Ground, Baseball Diamond and Splash Pad are located that is identified as Prime Agricultural Area. A review of suitable Prime Agricultural areas should be done at the local level to ensure accuracy.

4) We are unclear why Schedule E1 designates the southern portion of the Gravel Pit Lands as NHS when neither Schedule E, (Figure 6) nor GRCA mapping (Figure 1) identify any features within this same area (with the exception of the Wooded Areas on Schedule E). We ask that the County revise Schedule E1 to match the Town of Grand Valley Official Plan "Schedule A-2 Land Use A-2 Land Use (Village)" to match the "Open Space" designation in the local OP. We would also note that Schedule E1 identifies all features in the legend with the same colour.

1) Remove the labels for the settlement areas on schedule B1.

2) The Mapping of the Grand Valley Expansion area is based on the map provided by Grand Valley as endorsed by Grand Valley Council. It includes the exclusion referenced in this comment letter. We have not received direction from County Council to change this mapping.

3) No request to remove these areas from the province's Prime Agricultural Lands was made.

4) No request to remove the Woodlands from the mapping was made. Woodlands were included in the proposed NHS. The revised maps will include the Provincial NHS mapping instead. The County OP does not include an Open Space designation. A local Open Space designation may conform with the NHS policies of the County OP. Individual Natural Heritage Features are shown on Schedule E. Schedule E1 is one colour because it is the Natural Heritage System.

[Link](#)

23-Feb-23 Employment Policies

-I agree that the MCR requirements related to a designa. on may be cumbersome to revert lands back to a rural or agricultural use, but perhaps through different nomenclature this could be avoided or lessened.

-I agree with recognizing rural employment parcels differently from urban employment or larger employment areas opposed to single employment parcels

-I am interested in the further discussions (or draft policies) regarding the upper versus lower tier recognition of single employment parcels versus employment "areas"

-I am interested in further flushing out the selected lands, and determining which ones are "on-farm diversified uses", "ag related commercial", "institutional" or pure employment.

The County employment policies should be simple and fairly broad, to allow local municipalities to address their particular issues in a more specific way.

Technically, the County OP should designate "areas", not necessarily individual parcels, however the nature of smaller municipalities in Dufferin means there are few areas within local municipalities that encompass multiple parcels. Local municipalities may ask that only those areas with a cluster of employment uses be designated in the County Official Plan.

On-farm diversified uses are not considered Employment Uses. They are secondary uses to the primary agricultural use of the land. Ag-Related Commercial is permitted within the Agricultural designation, and therefore would not be designated Employment. Existing institutional uses in Agricultural areas can continue, but new institutional uses should be directed to Rural lands or urban areas.

**From:** [Municipal Planning](#)  
**To:** [Rebecca Whelan](#)  
**Subject:** RE: Notice of Public Meeting - Dufferin County Municipal Comprehensive Review Phase II  
**Date:** Friday, June 30, 2023 1:07:15 PM

---

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Thank you for your circulation.

Enbridge Gas does not object to the proposed application however, we reserve the right to amend our development conditions.

Please continue to forward all municipal circulations and clearance letter requests electronically to [MunicipalPlanning@Enbridge.com](mailto:MunicipalPlanning@Enbridge.com).

Regards,

**Jasleen Kaur**

Municipal Planning Coordinator  
**Engineering**

**ENBRIDGE**  
TEL: 437-929-8083  
500 Consumers Rd, North York, ON M2J1P8  
[enbridge.com](http://enbridge.com)  
**Safety. Integrity. Respect. Inclusion.**

---

**From:** Rebecca Whelan <[rwhelan@dufferincounty.ca](mailto:rwhelan@dufferincounty.ca)>  
**Sent:** Monday, June 19, 2023 4:37 PM  
**Cc:** Silva Yousif <[syousif@dufferincounty.ca](mailto:syousif@dufferincounty.ca)>  
**Subject:** [External] Notice of Public Meeting - Dufferin County Municipal Comprehensive Review Phase II

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Good afternoon,

Please find attached a notice of public meeting regarding Dufferin County's Municipal Comprehensive Review Phase II – Schedules and Maps.

Thank you,

**Rebecca Whelan, CRM | Deputy Clerk/Information Management Coordinator | Office of the CAO | County of Dufferin** | Phone: 519-941-2816 Ext. 2505 | [rwhelan@dufferincounty.ca](mailto:rwhelan@dufferincounty.ca) | 30 Centre Street, Orangeville, ON L9W 2X1

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**From:** [Maurizio Rogato](#)  
**To:** [Rebecca Whelan](#)  
**Cc:** [Silva Yousif](#)  
**Subject:** RE: Notice of Public Meeting - Dufferin County Municipal Comprehensive Review Phase II  
**Date:** Monday, June 19, 2023 5:40:45 PM

---

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Rebeca,

Good afternoon.

A note to thank you for the Notice of Public Hearing.

Silva, hope you are doing great. An Update to advise we have filed a Draft Plan of Subdivision and Zoning By-law Amendment applications, to Mono, for the lands we discussed and for residential use, which is not what the County is proposing (e.g., *Employment Lands*).

Accordingly, on behalf of our Client, we will continue to object to the County's proposed re-designation of the lands, addressed as [REDACTED] [REDACTED] [REDACTED] and request the current permissions be maintained including the processing of the filed Applications.

Enjoy your evening.

Thank you,

Maurizio

Maurizio Rogato B.U.R.Pl., M.C.I.P., R.P.P.  
Principal



Land Development | Land Use Planning | Project Management | Environmental Relations

Tel: 416-888-7159

[www.blackthorncorp.ca](http://www.blackthorncorp.ca)

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*Corp. to a third party in certain circumstances). Thank you.”*

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**From:** Rebecca Whelan <[rwhelan@dufferincounty.ca](mailto:rwhelan@dufferincounty.ca)>

**Sent:** Monday, June 19, 2023 4:37 PM

**Cc:** Silva Yousif <[syousif@dufferincounty.ca](mailto:syousif@dufferincounty.ca)>

**Subject:** Notice of Public Meeting - Dufferin County Municipal Comprehensive Review Phase II

Good afternoon,

Please find attached a notice of public meeting regarding Dufferin County's Municipal Comprehensive Review Phase II – Schedules and Maps.

Thank you,

**Rebecca Whelan, CRM | Deputy Clerk/Information Management Coordinator | Office of the CAO | County of Dufferin** | Phone: 519-941-2816 Ext. 2505 | [rwhelan@dufferincounty.ca](mailto:rwhelan@dufferincounty.ca) | 30 Centre Street, Orangeville, ON L9W 2X1

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# **CORPORATION OF THE COUNTY OF DUFFERIN**

## **BY-LAW 2023-43**

### **A BY-LAW TO ADOPT AMENDMENT NO. 3 TO THE OFFICIAL PLAN FOR THE COUNTY OF DUFFERIN.**

WHEREAS the Planning Act, R.S.O. 1990, c.P.13, as amended, permits the County of Dufferin to adopt an Official Plan or amendments thereto;

AND WHEREAS County Council at its meeting on July 13, 2023, decided to adopt County Official Plan Amendment No. 3 to the Dufferin County Official Plan, March 2015;

The Council of County of Dufferin HEREBY ENACTS as follows:

1. County Official Plan Amendment No. 3 to the Dufferin County Official Plan, March 2015, consisting of the text attached hereto as Schedule "A" is hereby adopted.
2. Dufferin County Official Plan Amendment No. 3 is subject to approval by the Minister of Municipal Affairs.
3. Schedule "A" attached hereto and forming part of this By-law constitutes Dufferin County Official Plan Amendment No. 3.

READ a first, second and third time and finally passed this 13<sup>th</sup> day of July, 2023.

---

Wade Mills, Warden



---

Michelle Dunne, Clerk

**AMENDMENT NO. 3  
TO THE DUFFERIN COUNTY  
OFFICIAL PLAN**

**Location:** This Official Plan Amendment applies to the entire corporate limits of the County of Dufferin.

**Date:** July 13, 2023

**Approval Authority:** Ontario Ministry of Municipal Affairs and Housing

## AMENDMENT NO. 3

### To the Dufferin County Official Plan

The attached, constituting Amendment No. 3 to the Dufferin County Official Plan, as authorized by the provisions of Section 26 of the Planning Act, R.S.O. 1990, c.P.13, was adopted by Council of Dufferin County by By-law 2023-43 on the 13<sup>th</sup> day of July 2023 in accordance with the Planning Act, R.S.O. 1990, c.P.13.

AMENDMENT NO. 3

To the Dufferin County Official Plan

PART A - THE PREAMBLE - does not constitute part of this Amendment.

PART B - THE AMENDMENT - consisting of the text which constitutes Amendment No. 3

PART C - THE APPENDICES - do not constitute part of this Amendment.

## AMENDMENT NO. 3

### To the Dufferin County Official Plan

#### PART A - THE PREAMBLE

##### 1.0 PURPOSE AND EFFECT

The purpose and effect of the Official Plan Amendment is to update the policies and land use schedules of the Official Plan to conform with A Place to Grow: Growth Plan for the Greater Golden Horseshoe (2020) and implement the County's Land Needs Assessment completed as part of the Dufferin County Municipal Comprehensive Review. Specifically, Schedule B and B1 implement the expanded settlement areas of the Township of Grand Valley and the Town of Shelburne and provide Employment Land designations throughout the County; Schedule C implements refinements to the Prime Agricultural Lands throughout the County; and Schedule E and E1 implement the Natural Heritage System for Dufferin County. Amendments to the text of the Official Plan are included to ensure policies related to Prime Agricultural Lands and Natural Heritage System reflect the updated Schedules.

##### 2.0 LOCATION

The Amendment applies to the entire corporate limits of Dufferin County.

##### 3.0 BASIS OF THE AMENDMENT

The County of Dufferin Official Plan was adopted in 2015. New Official Plans are required to be reviewed and updated within ten years of adoption, however the release of an updated Growth Plan in 2017 included a requirement for upper-tier municipalities to update their Official Plans to conform by July 2, 2022. The Growth Plan includes direction to Upper-tier municipalities to implement Provincial mapping of Prime Agricultural Areas and the Natural Heritage System.

The County undertook consultation with local Municipalities within the County to inform the refinement of Prime Agricultural Lands and the Natural Heritage System. A Comprehensive Review was also undertaken to update population and

employment growth allocations for each local municipality in the County. This resulted in direction to expand the settlement areas of Grand Valley and Shelburne as identified in the amendment.

## PART B - THE AMENDMENT

### 4.0 DETAILS OF THE AMENDMENT

The document known as the Dufferin County Official Plan hereby amended:

- 1) In Section 1.1.5(c) by inserting, "Prime" before "Agricultural Areas";
- 2) In Section 1.2(4) by inserting, "Prime" before "Agricultural Areas";
- 3) In Section 1.2(8), under "Schedules" by inserting, "Prime" before "Agricultural Areas";
- 4) Section 3.5.1.2 Shelburne Urban Settlement Area Expansion is deleted.
- 5) In Section 3.6.2(a):
  - a) by deleting, "in a local municipal official plan";
  - b) by inserting, "only be required for lands that are designated Employment Area by this Plan" after "An Amendment to this Plan will"; and
  - c) by deleting, "not be required to implement an employment area conversion that is within a settlement area in a local municipal official plan".
- 6) In Section 4.0(a), by inserting, "Prime" before "Agricultural Areas";
- 7) In Section 4.1(b), by inserting, "and Rural" after "agricultural";
- 8) In Section 4.2, by inserting, "Prime" before "Agricultural Areas" in the heading;
- 9) In Section 4.2, by deleting the first sentence of the first paragraph and replacing it with, "Lands within the Prime Agricultural Area are designated on Schedule C. The designation consists of areas where prime agricultural lands predominate. This includes areas of prime agricultural lands and associated Canada Land Inventory Class 4 through



7 lands and additional areas where there is a local concentration of farms which exhibit characteristics of ongoing agriculture”;

- 10) In Section 4.2, by inserting, “Prime” before “Agricultural Areas” in the second paragraph;
- 11) In Section 4.2.1, by inserting, “Prime” before “Agricultural Areas”;
- 12) In Section 4.2.2, by inserting, “Prime” before “Agricultural Areas” in the first sentence and in point (l);
- 13) In Section 4.2.3, by inserting, “Prime” before “Agricultural Areas” in the first sentence and in points (b) and (d);
- 14) In Section 4.2.3.1, by inserting “Prime” before “Agricultural Areas” in the heading, in the second sentence, in the third sentence and in point (vi);
- 15) In Section 4.2.5, by inserting “Prime” before “Agricultural Areas” in the heading, in the second paragraph, in point (a) and point (e);
- 16) In Section 4.4.4(b), by inserting “Prime” before “Agricultural Areas”
- 17) In Section 5.0, by deleting the second sentence and replacing it with, “The Plan implements a County-wide *Natural Heritage System* to support the overall diversity and interconnectivity of the natural heritage features and areas”;
- 18) In Section 5.1(b), by deleting “and foster the creation of an enhanced and connected natural heritage system”;
- 19) In Section 5.1(c), by deleting, “undertake the preparation of” and replacing it with, “implement”, and by deleting “strategy”;
- 20) In Section 5.1, by deleting, “Strategy Framework” from the heading, and by deleting the first three paragraphs and replacing them with the following and renumbering subsequent points as necessary:

“A Natural Heritage System for the Growth Plan has been mapped by the Province to support a comprehensive, integrated, and long-term approach to planning for the protection of the region’s natural heritage

and biodiversity.

The Dufferin County Natural Heritage System is implemented through the following:

- a) **Schedule E** identifies specific Natural Heritage Features, such as Provincially Significant Wetlands, Areas of Natural and Scientific Interest, woodlands, and unevaluated wetlands which should form the basis for the identification of the *natural heritage system*. The identification of natural heritage features and areas, and related policies are provided in Section 5.3.
  - b) **Schedule E1** illustrates the County-wide *Natural Heritage System*, which includes the *Provincial Plan natural heritage systems*, as well as the natural heritage features and areas that are identified on Schedule E, in addition to watercourses, and associated flooding hazards, steep slopes, unstable soils and erosion hazards, which establish linkages between the natural heritage features and areas. The *Provincial Plan natural heritage systems* include the Escarpment Natural Area and Escarpment Protection Area of the Niagara Escarpment Plan, the Natural Heritage System of the Greenbelt Plan, and the Natural Core Area and Natural Linkage Area of the Oak Ridges Moraine Conservation Plan."
- 21) In Section 5.3 (b), under the heading "Determining Significance", by deleting "does not contain criteria" and replacing it with "includes criteria in Section 5.3.4.1", and by deleting, "The County will establish the criteria for determining significance at the time a natural heritage system strategy is undertaken. In the interim, at the time of application where woodlands have been identified, the determination of significance will be based on criteria provided in the Natural Heritage Reference manual and local municipal official plans";
  - 22) In Section 5.3 (c), under the heading "Determining Significance", by deleting "does not contain" and replacing it with, "includes", and by deleting, "The County will establish the criteria for determining significance at the time a natural heritage system strategy is undertaken. In the interim, at the time of application where valleyland areas or wildlife habitat areas have been identified, the determination of

significance will be based on criteria provided in the Natural Heritage Reference manual and local municipal official plans”;

- 23) By inserting a new Section 5.3.4.1, as follows:

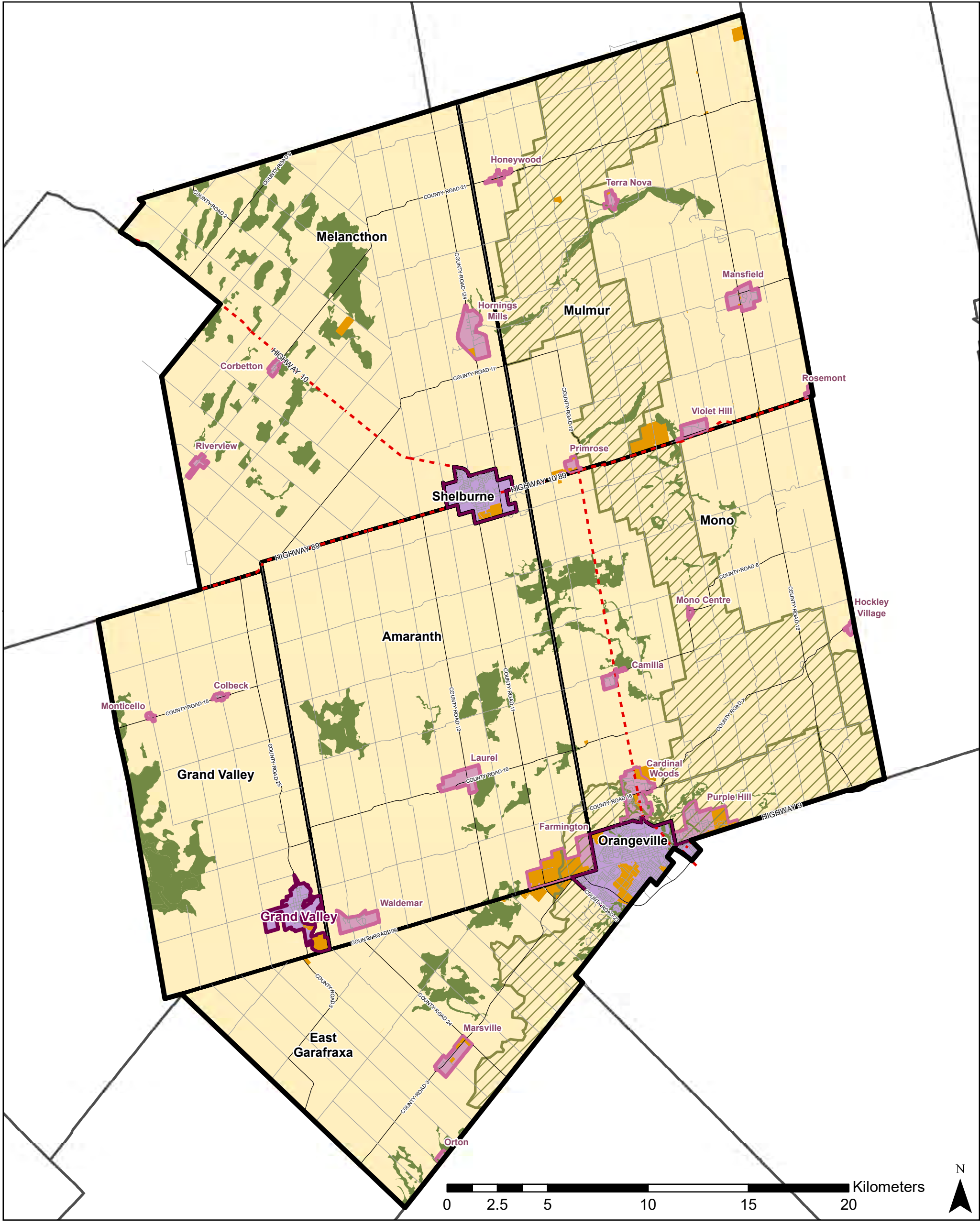
#### 5.3.4.1 Criteria for Identifying Significant Woodlands











The following criteria shall be followed when evaluating wetlands to determine if they are to be considered “significant” for the purposes of implementing the policies of this Plan. A Woodland shall generally be considered significant if an evaluation undertaken by a qualified professional determines that:

- a) The Woodland accounts for between 5-60% of the land cover and is between 2 to 50 hectares in area;
- b) The ecological function of the Woodland includes:
  - i. any interior habitat where woodlands cover less than about 15% of the land cover
  - ii. 2 ha or more of interior habitat where woodlands cover about 15–30% of the land cover
  - iii. 8 ha or more of interior habitat where woodlands cover about 30–60% of the land cover
  - iv. 20 ha or more of interior habitat where woodlands cover more than about 60% of the land cover
- c) a portion of the woodland is located within 30 m of another significant natural feature or fish habitat;
- d) the Woodland is located within a natural heritage system or provides a connecting link between two other significant features, within 120 m of the Woodland;
- e) the Woodland is located within a sensitive or threatened watershed or within 50m (or top of valley bank if greater) of a sensitive groundwater discharge, sensitive recharge, sensitive headwater area, watercourse or fish habitat;
- f) the Woodland contains:
  - i. a naturally occurring composition of native forest species that have declined significantly south and east of the Canadian Shield and meet minimum area
  - ii. a high native diversity through a combination of composition and terrain (e.g., a woodland extending from hilltop to valley bottom or to opposite slopes)
  - iii. a unique species composition

- iv. a vegetation community with a provincial ranking of S1, S2 or S3 (as ranked by the NHIC
- v. habitat of a rare, uncommon or restricted woodland plant species
- vi. characteristics of older woodlands or woodlands with larger tree size structure in native species;
- g) the Woodland offers high productivity in terms of economically valuable products together with continuous native natural attributes;
- h) the Woodland has a high value in special services, such as air-quality improvement or recreation at a sustainable level that is compatible with long-term retention
- i) the Woodland has important identified appreciation, education, cultural or historical value

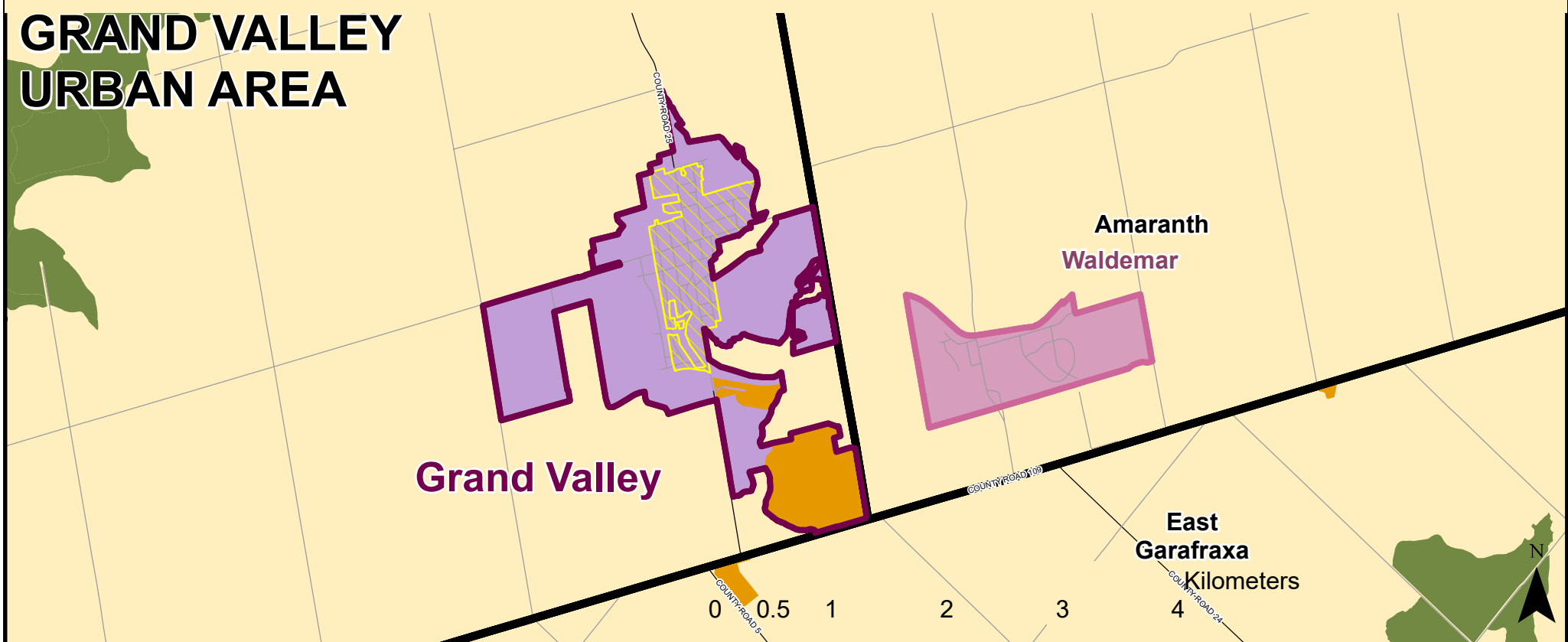
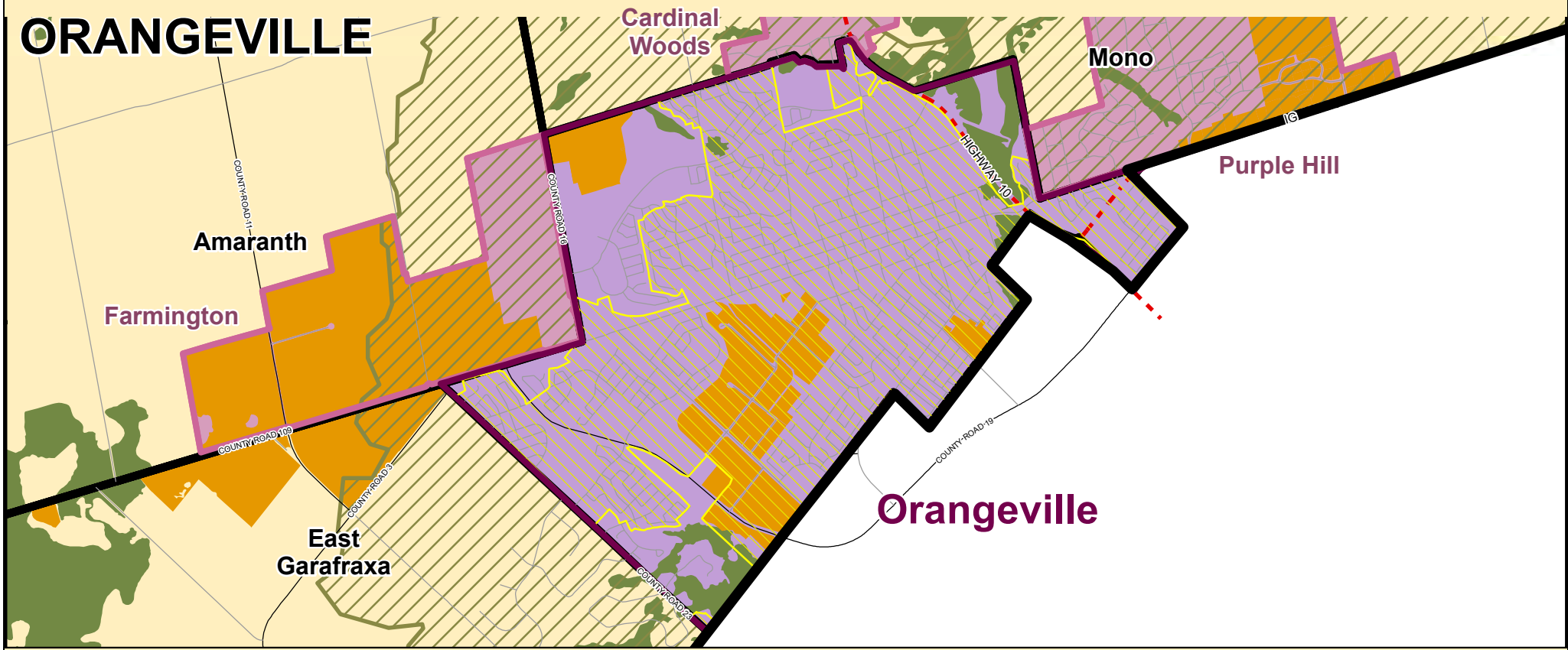
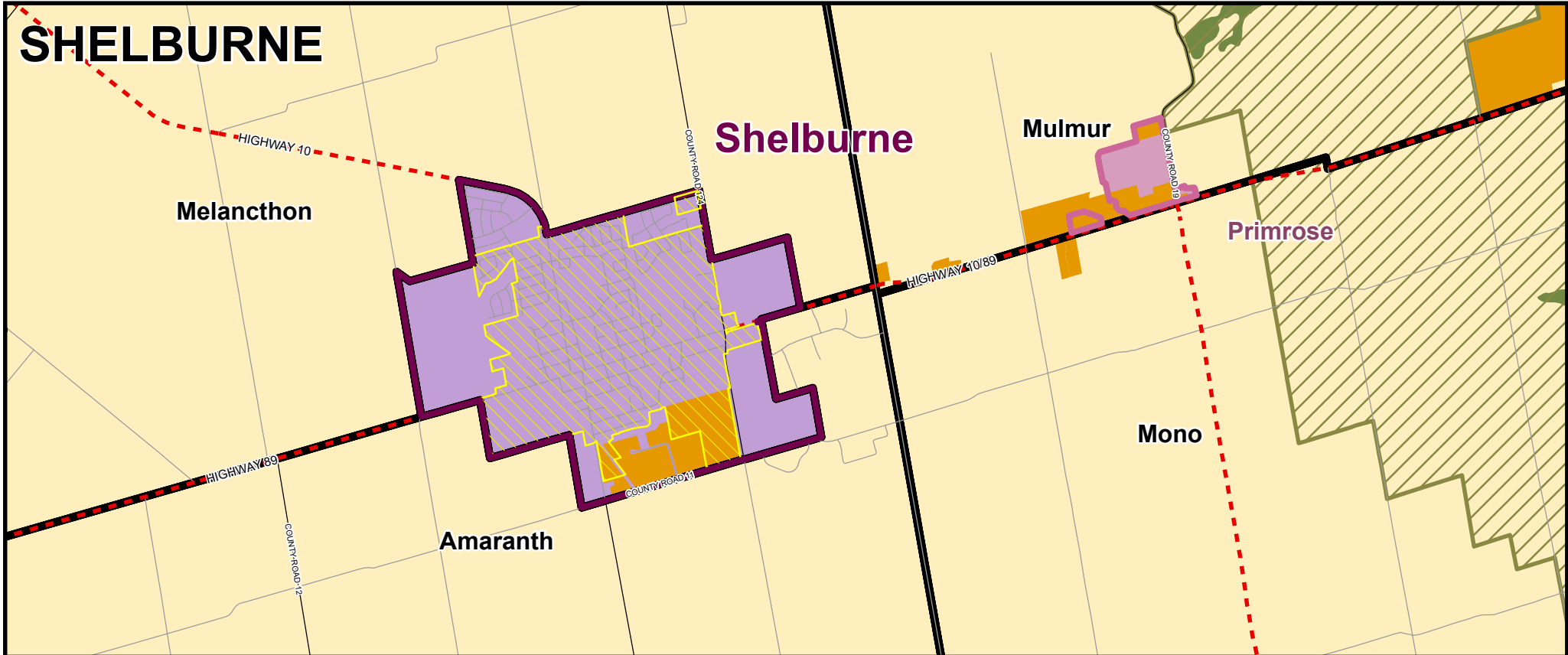
- 24) In Section 8.6.1(vi) by inserting, "Prime" before "Agricultural Area";
- 25) In Section 8.8.1(k) by inserting, "Prime" before "Agricultural Area";
- 26) By replacing Schedule "B", with Schedule "B", dated March 14, 2023;
- 27) By replacing Schedule "B1" with Schedule "B1" dated March 14, 2023;
- 28) By replacing Schedule "C" with Schedule "C" dated March 14, 2023;
- 29) By replacing Schedule "E" with Schedule "E" dated March 14, 2023;
- 30) By replacing Schedule "E1" with Schedule "E1" dated March 14, 2023;



-  Dufferin County Boundary
-  Urban Settlement Area
-  Community Settlement Area
-  Provincial Highway
-  County Road
-  Other Road
-  Employment Land Use
-  Provincial Plan Areas (S. 2.0)
-  Provincially Significant Wetlands (S. 5.3.1)
-  Countryside Area (S. 4.0)

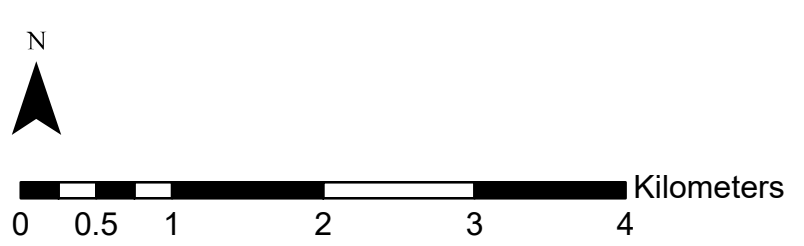
**Draft Schedule B  
Community Structure  
and Land Use**

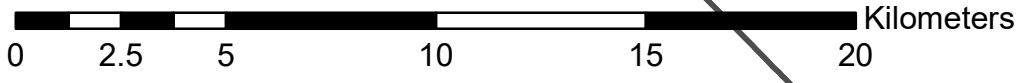
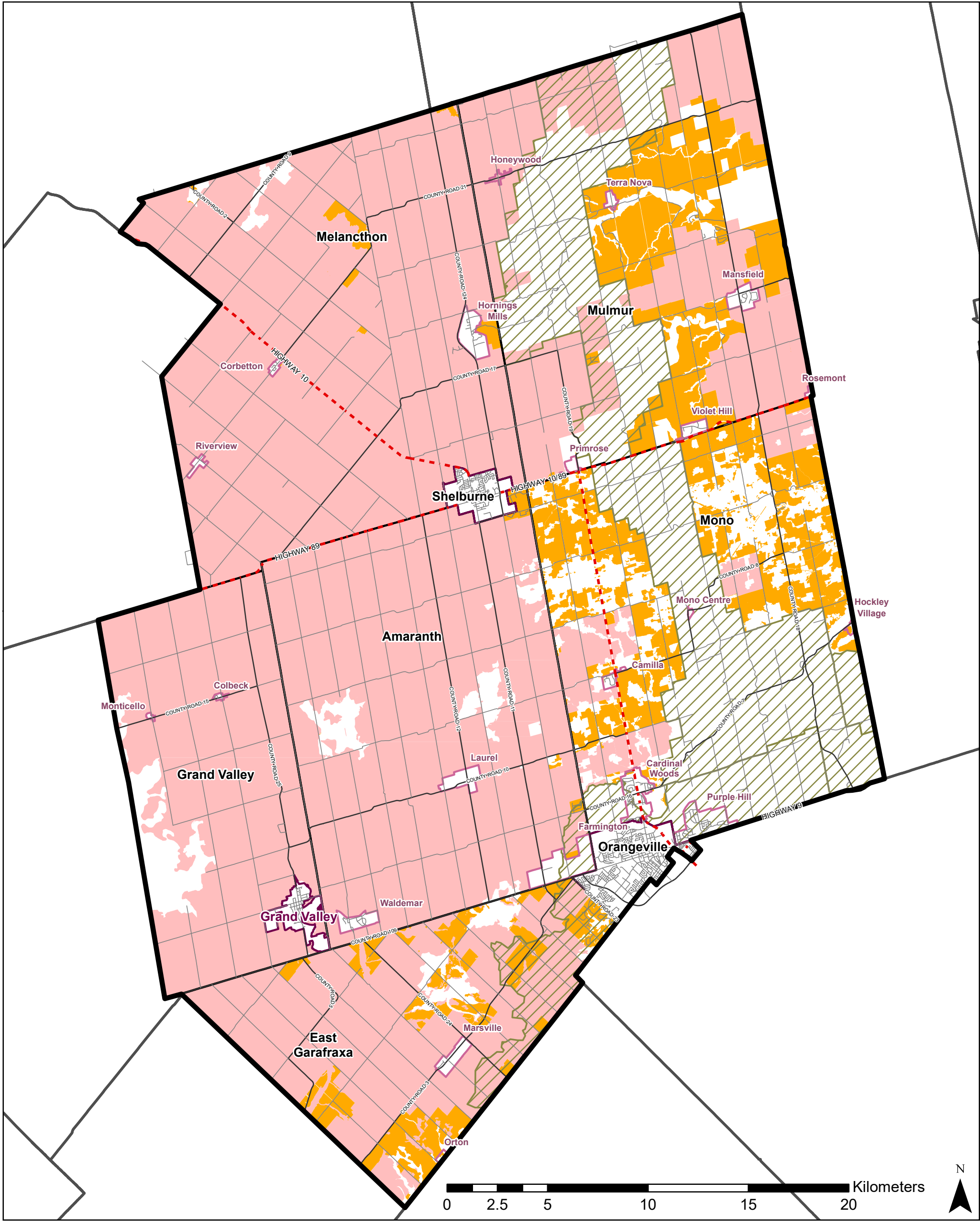




- Municipal Boundaries
- Urban Settlement Area
- Community Settlement Area
- Provincial Highway
- County Road
- Other Road
- Employment Land Use
- Built Boundary Area (S. 3.5.1)
- Provincial Plan Areas (S. 2.0)
- Provincially Significant Wetlands (S. 5.3.1)
- Countryside Area (S. 4.0)

**Draft Schedule B1  
Community Structure  
and Land Use**

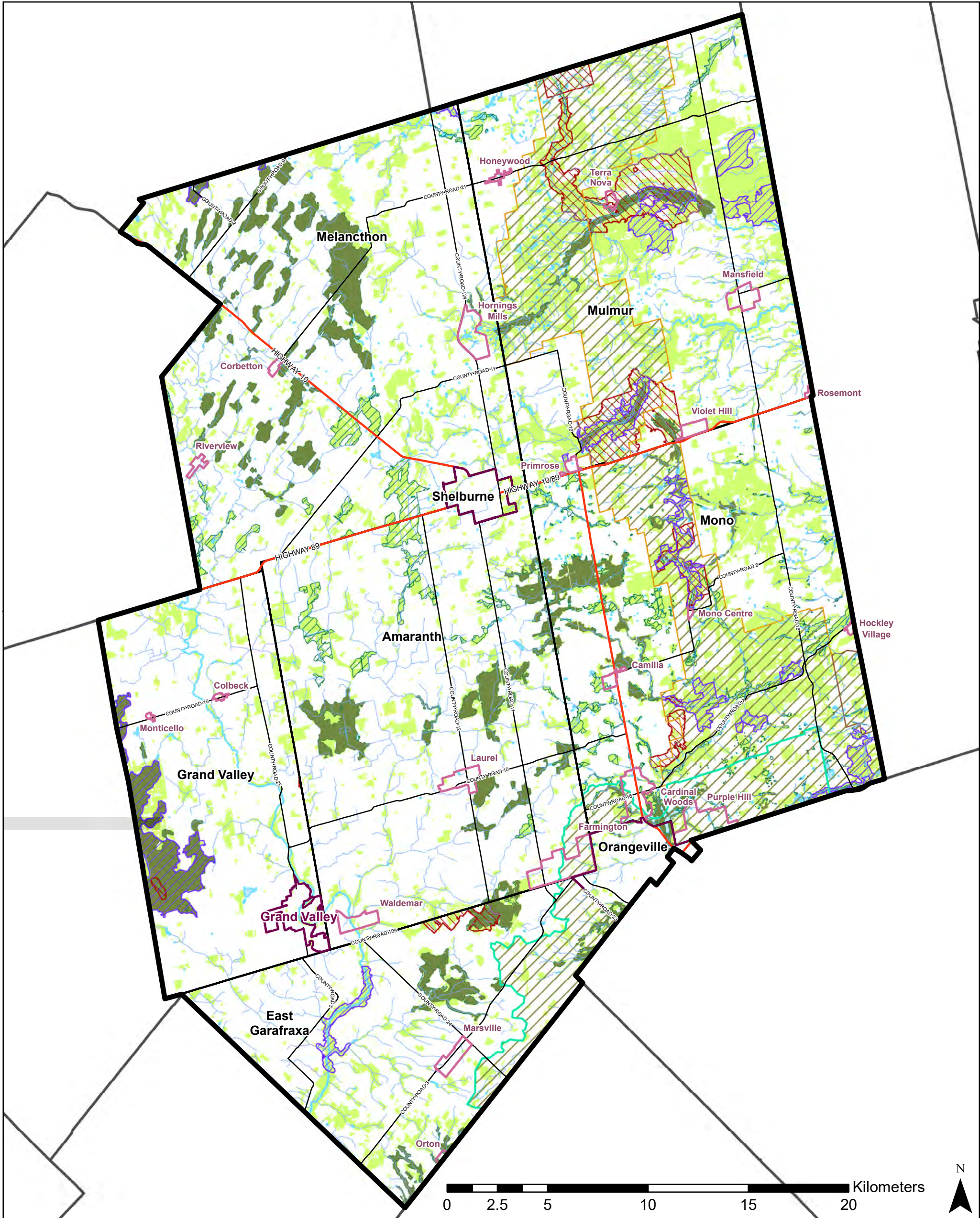




- Dufferin County Boundary
- Urban Settlement Area
- Community Settlement Area
- Provincial Highway
- County Road
- Other Road
- Provincial Plan Areas (S. 2.0)
- Rural Area
- Prime Agricultural Area (S. 4.2)

**Draft Schedule C  
Prime Agricultural Areas  
and Rural Lands**



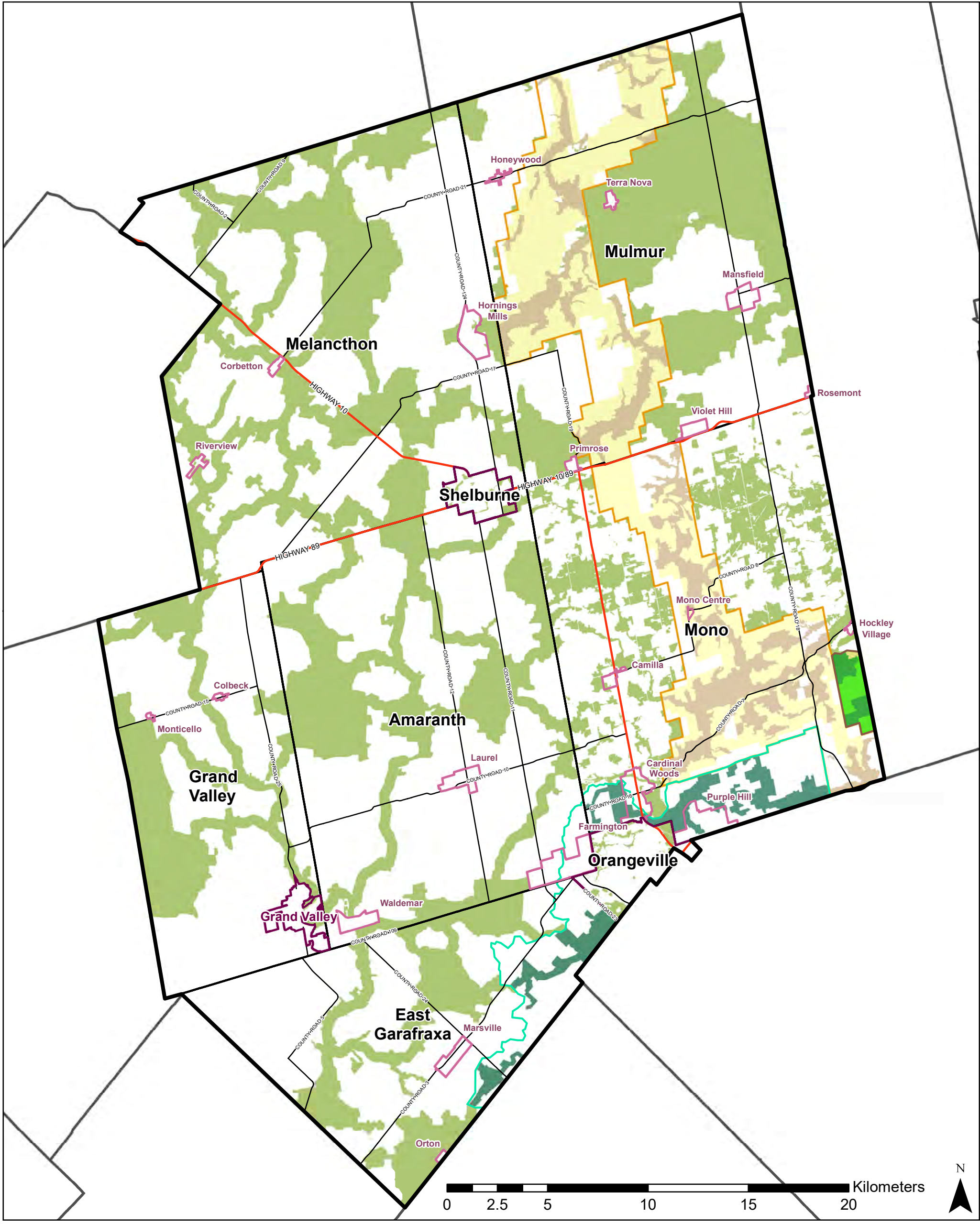


- |                           |  |  |
|---------------------------|--|--|
| Municipal Boundaries      | Provincial Plan Areas (S. 2.0)                       | Provincially Significant Wetlands (S. 5.3.1) |
| Urban Settlement Area     | Greenbelt Plan Protected Countryside Area (S. 2.1)   | Unevaluated Wetlands (S. 5.3.6)              |
| Community Settlement Area | Oak Ridges Moraine Conservation Plan Area (S. 4.2.2) | Waterbody                                    |
| Provincial Highway        | Niagara Escarpment Plan Area (S. 2.3)                | Watercourses (S. 5.3.8)                      |
| County Road               | Earth Science ANSI (S. 5.3.3)                        | Woodlands (S. 5.3.4)                         |
|                           | Life Science ANSI (S. 5.3.3)                         |  |

**Draft Schedule E  
Natural Heritage  
Features**







- Municipal Boundaries
- Urban Settlement Area
- Community Settlement Area
- Provincial Highway
- County Road
- County Preliminary Natural Heritage System (S. 5.2)
- Oak Ridges Moraine Conservation Plan Area (S. 2.2)
- Countryside Area
- Natural Core Area
- Natural Linkage Area
- Niagara Escarpment Plan Area (S. 2.3)
- Escarpment Natural Area
- Escarpment Protection Area
- Greenbelt Plan Protected Countryside Area (S. 4.2.1)
- Greenbelt Natural Heritage System

**Draft Schedule E1  
Natural Heritage  
System**



Report To: Warden Mills and Members of County Council

Meeting Date: July 13, 2023

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**Subject: Second Quarter Procurement Report**

**From: Aimee Raves, Manager of Corporate Finance, Treasurer  
Chris (C.J.) Hasson, Procurement Manager**

### **Recommendation**

**THAT the Second Quarter Procurement Report, from the Manager of Corporate Finance, Treasurer, and the Procurement Manager, dated July 13th, 2023, be received.**

### **Executive Summary**

The purpose of this report is to provide the quarterly update on all Request for Tenders and Request for Proposals in accordance with By-law 2017-33 Procurement of Goods and Services 2017, Section (4.2.7).

### **Background & Discussion**

This report covers the period from April 1, 2023 through June 30, 2023.

The table below provides the details of the Requests for Tender and the Requests for Proposal (where amounts were greater than \$50,000 as per By-Law 2017-33) for the reporting period outlined.

All procurement of goods and services, by every department in the County, is governed by guidelines of the Procurement Policy By-Law 2017-33. There are multiple approval stages, creating a system of checks and balances, to purchases, as outlined in the Policy. Department Heads, or their Authorized Delegate(s) initiate purchases for values up to \$10,000.

As outlined in the Policy, further steps are taken in the case of purchases of greater than \$10,000 to obtain competitive quotes. For purchases greater than \$50,000 there are additional steps for

formal Tenders and/or Requests for Proposals, including detailed evaluation of bids received. Further, these purchases are reported to Council on a quarterly basis, in reports such as this one. Still further steps are required, as outlined in the Policy, for situations where vendor price bids are above the approved annual budget.

Tender/RFP Number	Description	Status	Vendor	Budget Value	Contract Value (No Tax)
RFP2023 IT-23-02	10 cm Digital Ortho-Photography Acquisition Project (Yearly)	Awarded	J.D. Barnes Ltd.	\$17,000	\$18,692 <sup>1</sup> (yearly, 5 years)
RFP2023 IT-23-03	20 cm Digital Ortho-Photography Acquisition Project	Awarded	Aeroquest Mapcon Inc.	\$29,000	\$39,520
RFP2023 IT-23-01	Dufferin County Website Redesign	Closed April 20 - Negotiations		\$140,000	
T2023 PW-23-01	Resurfacing Dufferin County Road 124, and two (2) Separate Sections of Dufferin County Road 21	Awarded	Cox Construction	\$5,765,000	\$5,454,945
T2023 PW-23-02	Culvert Replacements 004-2507 and 004-2508	Awarded	Cox Construction	\$924,352	\$808,802
T2023 PW-23-03	Rehabilitation of Culvert 308250XC	Canceled - Overbudget		\$192,320	
T2023 PW-23-07	Crack Sealing Services for Various County and Township Roads	Closed June 29		\$118,100	
T2023 PW-23-08	Supply and Load Screenings	Closes July 6		\$615,000	

Tender/RFP Number	Description	Status	Vendor	Budget Value	Contract Value (No Tax)
RFP2023 FA-23-04	Video Management System - Community Housing	Closed – Evaluation		\$79,000	
T2023 DO-23-04	Supply, Delivery and Installation of Dufferin Oaks and Museum Roofing	Closes July 13		\$730,000	
T2023 FA-23-05	Front Load Waste Disposal Services	Awarded	GFL Environmental Inc.	\$41,200	\$41,353 per year <sup>2</sup>
T2023 FA-23-06	Rehabilitation and Asphalt Resurfacing of Various County Owned Parking Lots	Closes July 13		\$880,000	

Notes:

1. Awarded a five year contract.
2. Awarded a two year contract.

**In Support of Strategic Plan Priorities and Goals:**

**Governance** – Identify opportunities to improve governance and service delivery  
 Improve the County’s internal and external communication.

Respectfully Submitted By:  
 Aimee Raves, CPA, CMA  
 Manager of Corporate Finance, Treasurer

Chris (C.J.) Hasson  
 Procurement Manager

Reviewed by: Sonya Pritchard, Chief Administrative Officer



A Community That Grows Together

Report To: Warden Mills and Members of County Council

Meeting Date: July 13, 2023

---

**Subject: Capital Workplan Update**

**From: Aimee Raves, Manager of Corporate Finance, Treasurer**

**Recommendation**

**THAT the Capital Workplan Update, from the Manager of Corporate Finance, Treasurer, dated July 13, 2023, be received;**

**AND THAT the capital workplan adjustments totalling \$1,994,000 as summarized below, be approved:**

<b>Project</b>	<b>Division</b>	<b>2023 Workplan Adjustment</b>
Operations Pickup	Transportation	\$56,000
004-0027 – Bridge No. 11	Transportation	\$40,000
938104XC – Culvert	Transportation	\$40,000
Pavement Preservation	Transportation	\$115,000
DR 109 (Joint project with County of Wellington)	Transportation	\$150,000
Touchless Upgrades	Corporate Facilities	\$12,000
Facilities Pickup	Corporate Facilities	\$60,000
HVAC	Long Term Care	\$165,000
Resident Lounge Furniture	Long Term Care	\$46,000
Nurse Call System	Long Term Care	\$400,000

Project	Division	2023 Workplan Adjustment
Security	Long Term Care	\$50,000
Emergency Response Vehicles	Paramedic Services	\$35,000
Appliance Replacement	Long Term Care	\$3,000
Laundry Equipment	Long Term Care	\$13,000
Appliance Replacement	McKelvie Burnside Village	\$3,000
Garage Doors	Paramedic Services	\$23,000
Exterior Walls	Housing Services	\$223,000
Structural	Housing Services	\$515,000
Roof Replacement	Housing Services	\$20,000
Roof Replacement	Housing Services	\$25,000

**Executive Summary**

The purpose of this report is to provide an update on the status of the 2023 approved capital workplan. The attached report provides details surrounding the capital asset fund, capital contributions, capital workplan and capital workplan adjustments for each division.

**Background & Discussion**

The capital workplan is an integral part of the annual budget. The report includes status updates for each capital project as presented in the 2023 budget. Similar to other financial reporting, the report provides a summary of the overall capital asset fund, capital contributions and capital workplan before taking a deeper dive by committee of the divisional capital asset funds, contributions and workplans.

**Financial Impact**

To date only \$8.5 million of the budgeted \$18.3 million of capital contributions have been allocated to the capital asset fund. The entire capital levy is allocated each spring, while most other revenues are not applied until the work is completed or at the end of the year. Each division shows how the various asset categories are funded from the various

contribution sources It is anticipated that the Capital Asset Fund will be reduced by \$4.2 million in 2023 to fund current year work.

Whereas planned work is estimated at \$22.7 million, at the end of June only \$2.5 million had been spent. Much of the planned work is already underway with additional work planned for later in the year. For a variety of reasons, it is not uncommon to require adjustments to the workplan each year, whether those be deferrals or additions. Adjustments to the workplan have been outlined throughout the report, including reasoning behind the required additions. Common reasons for adjustments include delayed delivery of projects ordered in prior year, continuation of prior year projects into 2023 as well as higher costs, insufficient staff time or resources to complete by the end of the previous year. Occasionally, work on one project may have unintended consequences to existing assets requiring work sooner than planned. Total adjustments to the capital workplan are \$1.994 million, with \$1.642 million representing projects from prior years and \$352,000 representing new projects.

### **In Support of Strategic Plan Priorities and Objectives:**

**Governance** – Identify opportunities to improve governance and service delivery/ improve the County’s internal and external communication.

Respectfully submitted,

Aimee Raves, CPA CMA  
Manager of Corporate Finance, Treasurer

Attachment: Capital Plan Update

Reviewed by: Sonya Pritchard, Chief Administrative Officer



# CAPITAL WORKPLAN UPDATE

As of June 30, 2023



## EXECUTIVE SUMMARY

The purpose of this report is to provide an update on the status of the 2023 approved capital workplan. Similar to other financial reporting, it begins with a summary of the overall capital asset fund, capital contributions and capital workplan before taking a deeper dive by Committee of the divisional capital asset funds, contributions and workplans.

The divisional sections summarize capital workplans that include both 2022 and 2023 actual and budget values. The 2023 Actuals reflect activity to the end of June. The right side of each workplan includes status updates for each 2023 project.

Where applicable highlights and pictures of work to date have been included as well as a number of ongoing challenges the divisions are facing. Common themes include the rising cost and availability of products and services, complexities surrounding the coordination of projects with multiple parties and the continued deterioration of assets.

To date only \$8.5 million of the budgeted \$18.3 million of capital contributions have been allocated to the capital asset fund. The entire capital levy is allocated each spring, while most other revenues are not applied until the work is completed or at the end of the year. Each division shows how the various asset categories (as described in the Corporate Overview) are funded from the various contribution sources (also described in the Corporate Overview). It is anticipated that the Capital Asset Fund will be reduced by \$4.2 million in 2023 to fund current year work.

Whereas planned work is estimated at \$22.7 million, at the end of June only \$2.5 million had been spent. Much of the planned work is already underway with additional work planned for later in the year. For a variety of reasons, it is not uncommon to require adjustments to the workplan each year, whether those be deferrals or additions. Adjustments to the workplan have been outlined throughout including reasoning behind the required additions. Common reasons for adjustments include delayed delivery of projects ordered in prior year, continuation of prior year projects into 2023 as well as higher costs, insufficient staff time or resources to complete by the end of the previous year. Occasionally work on one project may have unintended consequences to existing assets requiring work sooner than planned. Total adjustments to the capital workplan are \$1.994 million, with \$1.642 million representing projects from prior years and \$352,000 representing new projects.

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## CORPORATE OVERVIEW

### CAPITAL ASSET FUND

The Capital Asset Fund is a reserve for all current and future capital projects. The balance at the end of June was \$23.982 million. The table below shows how the ending balance of the prior year (\$17.986 million) becomes the opening balance for both the budget and actual for the next year.

(in 000s)	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET
<b>Opening Balance</b>	<b>\$15,882</b>	<b>\$15,882</b>	<b>\$17,986</b>	<b>\$17,986</b>
Contributions				
Government Transfers	\$5,228	\$3,961	\$387	\$3,438
Capital Levy (Property Taxes)	\$7,554	\$7,554	\$7,630	\$7,630
Other Revenue	\$261	\$170	\$503	\$1,802
Debt Financing	\$0	\$0	\$0	\$3,500
Transfers from Reserves	\$1,888	\$1,136	\$0	\$1,585
DC Contribution	\$564	\$523	\$0	\$441
<b>Total Contributions</b>	<b>\$15,495</b>	<b>\$13,343</b>	<b>\$8,521</b>	<b>\$18,397</b>
Capital Work				
Land	\$0	\$0	\$0	\$3,300
Land Improvements	\$144	\$2,053	\$19	\$2,342
Buildings	\$1,571	\$3,527	\$744	\$4,314
Equipment & Machinery	\$1,006	\$1,139	\$223	\$1,164
Vehicles	\$760	\$1,271	\$657	\$2,120
Roads	\$7,828	\$6,559	\$685	\$7,723
Bridges & Culverts	\$1,811	\$2,806	\$196	\$1,692
Other	\$272	\$600	\$2	\$0
<b>Total Capital Work</b>	<b>\$13,391</b>	<b>\$17,955</b>	<b>\$2,525</b>	<b>\$22,654</b>
<b>Ending Capital Asset Fund Balance</b>	<b>\$17,986</b>	<b>\$11,270</b>	<b>\$23,982</b>	<b>\$13,729</b>

This table provides a summary of both 2022 and 2023 actual and budget. The difference in the ending balance for 2022 actual and budget indicates that either work came in significantly under budget or work was not completed in 2022.

When projects are completed any surplus between what was in the workplan and the actual costs remains in the capital asset fund. For projects where the costs were greater than budget this draws down the capital asset fund. At budget time each year these surpluses, deficits and the estimated ending balance of the capital asset fund are taken into consideration when determining the appropriate level of contributions for upcoming years.

The value of the individual divisional capital asset funds will fluctuate over time, dependent on the number of assets to be replaced or rehabilitated in any given year, the value of those assets as well as the overall timing of when they are replaced. For example, if we were to consider a new building, several major replacements will need to occur at year 10, 15, 20 and 25 leading to spikes in the value of the work required during those years. Typically, there will be a gradual increase to the capital asset fund to ensure there are sufficient funds available when it is time to do the work, all while attempting to keep the capital levy contribution steady.

Occasionally the capital work needs will be greater in one year and then be near zero for several years afterwards, when this occurs it is not unusual for the capital asset fund of one division to go into a negative. Negative fund balances can also occur due to sharp increases in inflation or competing priorities. Although not an ideal situation this helps optimize the overall value of the capital asset fund as well as ensure fluctuations in the capital levy contribution are minimized.

## CAPITAL CONTRIBUTIONS

Contributions to capital consider all sources of funding available.

### **GOVERNMENT TRANSFERS**

Subsidies from various levels of government including Canada Community-Building Fund (formerly Gas Tax) and Ontario Community Infrastructure Fund (OCIF) are used primarily for transportation related projects. Additional transfers are also received from the Ministry of Long Term Care for both Dufferin Oaks and occasionally Community Support Services.

### **CAPITAL LEVY**

Capital levy is the amount allocated from property taxes.

## **OTHER REVENUE**

Primarily funding from other external sources including the sale of equipment or special project funding. For 2023 this includes funding to upgrade lighting throughout the buildings as well as contributions from Infrastructure Ontario towards the upgrades required in Courtroom 204.

Transfers from operating are also captured in this category. These are often subsidies received under an operating program that can be allocated towards capital. As the actual expenses and subsidies must be reported under operating a transfer to capital is made to allocate funds to the appropriate division.

## **DEBT FINANCING**

Debt financing is only used for new assets, not replacements. It is anticipated that debt will be required for the purchase of land for the new southern operations centre.

## **TRANSFERS FROM RESERVES**

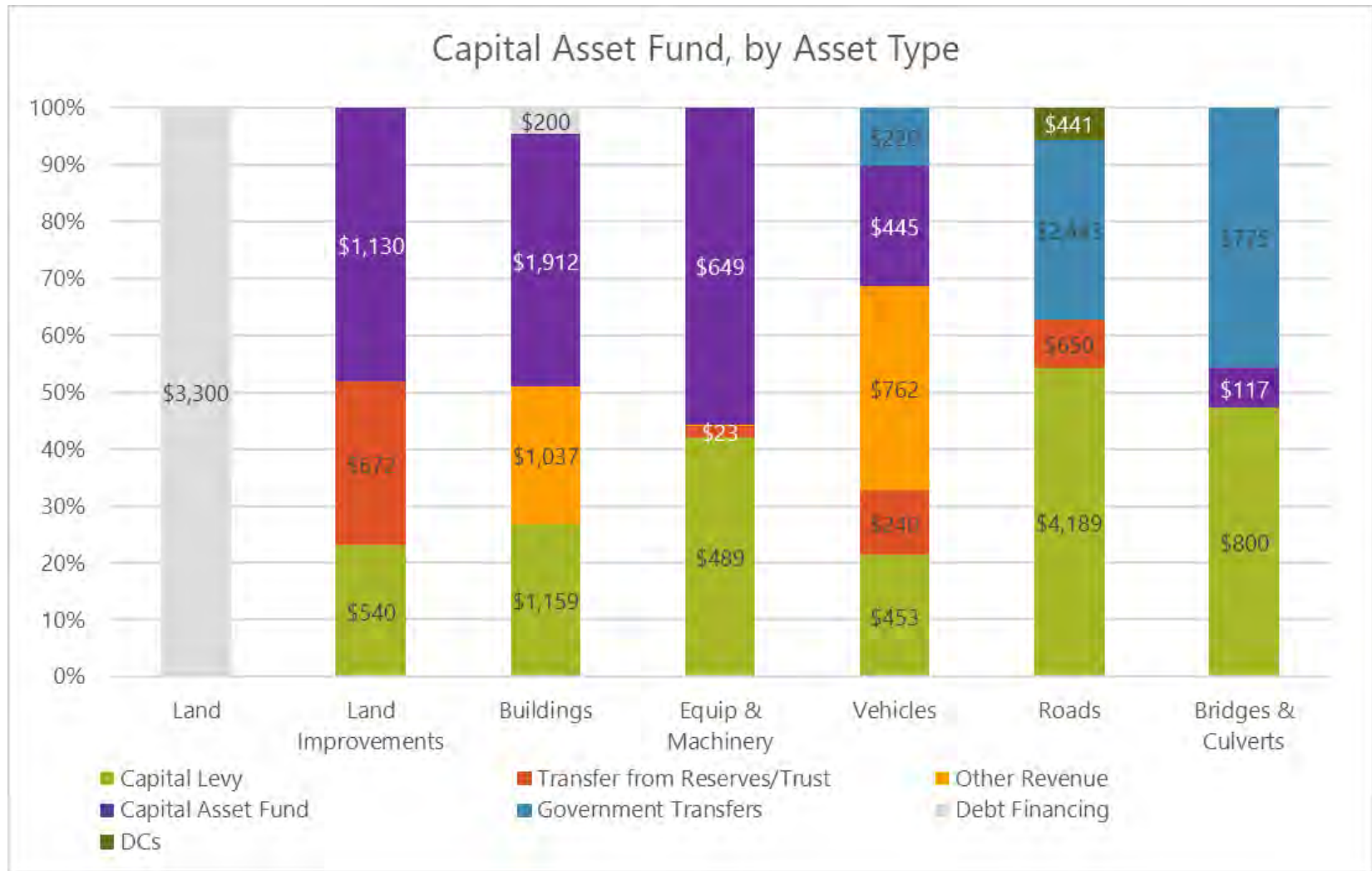
Allocations from other reserves and reserve funds. These include a small amount from the IT reserve, County Forest Reserve Fund as well as an allocation towards the replacement of the building department vehicles from the Building Reserve Fund.

For 2023 this also includes an allocation towards upgrading the rail trail from the Rail Easement Reserve Fund. New for 2023 are transfers from the Rate Stabilization Reserve to offset the costs of two environmental assessments previously covered through development charges.

## **DC CONTRIBUTION**

Development charges are applied to various roads projects based on the most recent development charge background study.

The capital workplan is summarized by different asset categories (the next section describes these asset categories in more detail). The chart below shows how each of these asset categories are funded for 2023 based on the above contribution types. Areas which are purple are funded directly from the capital asset fund. In 2023 this amounts to over \$4.2 million (the difference between the opening and closing capital asset fund balances).



## CAPITAL WORKPLAN

The capital workplan identifies projects for each year and the cost of this work is withdrawn from the capital asset fund as the work is completed. The work is separated into asset categories. Each of these categories relates to the replacement or rehabilitation of various assets.



## **LAND**

Acquisition or disposition of land.

## **LAND IMPROVEMENTS**

Parking lots, sidewalks, fences, intersection lighting and trails development.

## **BUILDINGS**

Security, heating ventilation and are conditioning, windows and doors, flooring, roofing, chimneys, balconies, kitchen and bathroom upgrades.

## **EQUIPMENT AND MACHINERY**

Elevators, appliances, lifts, tubs, laundry, kitchen and housekeeping equipment, defibrillators, stretchers, small tractors, ATV, trailers, laptops, monitors, servers.

## **VEHICLES**

Ambulances, snowplows, heavy roads equipment, wheelchair vans, pick-up trucks.

## **ROADS**

Design, construction and contract admin related costs for rehabilitation or reconstruction of County roads, including shared roads.

## **BRIDGES AND CULVERTS**

Design, construction and contract admin related costs for rehabilitation or reconstruction of County bridges and culverts, including shared structures.

## **OTHER**

Dufferin Oaks nurse call system, electric vehicle charging stations, and any other items that do not fit in one of the above categories.

Capital workplan summaries are included with each division. Each workplan includes both the 2022 and 2023 Actual and Budget values. The 2023 Actuals reflect activity to the end of June. The right side of each workplan includes a Status column where comments have been provided as to the status of each 2023 project as of the end of June. Where required additional notes have been added after each workplan, these notes are referenced similar to footnotes.

## CAPITAL WORKPLAN ADJUSTMENTS

Only work included in the approved capital workplan can be completed each year. Adjustments to a project of \$50,000 or less may be approved by the Department Head as can any emergency work that is required. Any adjustments to projects that are anticipated to be more than \$50,000 must be approved by Council prior to moving forward.

Budget timing each year often creates the need to adjust the current year workplan to incorporate projects that were anticipated to be completed in the prior year that were not. These projects may need to be carried forward for any number of reasons including but not limited to delayed delivery, projects in progress taking longer than expected leading to the delay of other projects, higher costs, insufficient staff time or resources to complete.

The table below outlines the projects which will need to be added to the 2023 workplan. As the projects are being carried forward from a previously approved capital workplan these costs will typically be drawn from the existing capital asset fund.

<b>Project</b>	<b>2022 Budget</b>	<b>2023 Workplan Adjustment</b>	<b>2023 Funding Source</b>	<b>Adjustment Reason</b>
Operations Pickup	\$40,000	\$56,000	PW Equipment Capital Asset Fund	Vehicle ordered in 2022 and received in 2023. New cost is higher than expected.
004-0027 – Bridge No. 11	\$950,000	\$40,000	Ontario Community Infrastructure Fund (OCIF) if available or PW Structural Capital Asset Fund	Additional work was required for this 2022 project.

<b>Project</b>	<b>2022 Budget</b>	<b>2023 Workplan Adjustment</b>	<b>2023 Funding Source</b>	<b>Adjustment Reason</b>
938104XC – Culvert	\$600,000	\$40,000	Ontario Community Infrastructure Fund (OCIF) if available or PW Structural Capital Asset Fund	Additional work was required for this 2022 project.
Touchless Upgrades	n/a	\$12,000	Investing in Canada Infrastructure Program (ICIP) Grant	Additional work funded through grant carried forward into 2023
Facilities Pick up	\$40,000	\$60,000	Corporate Facilities Capital Asset Fund	Purchase was not made in 2022, additional funds required to cover increase in cost
HVAC	\$70,000	\$165,000	Dufferin Oaks Capital Asset Fund	Equipment was ordered in 2022 installed in 2023
Resident Lounge Furniture	\$60,000	\$46,000	Dufferin Oaks Capital Asset Fund	Furniture was ordered in 2022 received in 2023
Nurse Call System	\$400,000	\$400,000	Dufferin Oaks Capital Asset Fund	Ongoing discussions with existing vendor
Security	\$20,000	\$50,000	Paramedics Capital Asset Fund	All 2022 work was not completed as planned; additional funds required
Emergency Response Vehicles	\$83,000	\$35,000	Paramedics Capital Asset Fund	Conversion work completed in early 2023

<b>Project</b>	<b>2022 Budget</b>	<b>2023 Workplan Adjustment</b>	<b>2023 Funding Source</b>	<b>Adjustment Reason</b>
Exterior Walls	\$223,000	\$223,000	Housing Services Capital Asset Fund	Siding replacement was not completed in 2022 as planned
Structural	\$495,000	\$515,000	Housing Services Capital Asset Fund	Unforeseen complications led timeline extension into 2023

The projects included in the capital workplan are based on the current needs of the organization, taking into consideration the age and the condition of the assets. Despite ongoing efforts to maintain assets in good working order to ensure the longevity of the asset, occasionally some assets deteriorate quicker than anticipated. Additionally, the work on one capital asset may have unintended consequences on other surrounding assets. In these circumstances the work cannot be held off.

As contributions to the capital asset fund are based on a 20-year workplan there are often already funds available within the capital asset fund for these projects. Any shortages will be recovered over future years through additional contributions. Below is a list of such projects that also need to be added to the 2023 capital workplan:

<b>Project</b>	<b>2022 Budget</b>	<b>2023 Workplan Adjustment</b>	<b>2023 Funding Source</b>	<b>Adjustment Reason</b>
Pavement Preservation	n/a	\$115,000	PW Roads Capital Asset Fund	Tender closed at nearly double budget. Failure to do work will lead to increased maintenance costs in the future and possibly shorten the lifecycle of the asset. Additional funds required

<b>Project</b>	<b>2022 Budget</b>	<b>2023 Workplan Adjustment</b>	<b>2023 Funding Source</b>	<b>Adjustment Reason</b>
DR 109 (Joint project with County of Wellington)	n/a	\$150,000	PW Roads Capital Asset Fund	The County of Wellington informed staff of this project after budget approval. Dufferin's share of project is limited to our share of road
Appliance Replacement	n/a	\$3,000	Dufferin Oaks Capital Asset Fund	Unplanned replacement of adult day program appliance required
Laundry Equipment	n/a	\$13,000	IPAC Minor Capital Funding	IPAC recommendation to alter current laundering processes requires additional washer
Appliance Replacement	n/a	\$3,000	MBV Capital Asset Fund	Unplanned replacement of appliance required
Garage Doors	n/a	\$23,000	Paramedics Capital Asset Fund	Unplanned replacement of garage doors required
Roof Replacement	n/a	\$20,000	Housing Services Capital Asset Fund	Balcony repairs resulted in need to repair portion of common room roof
Roof Replacement	n/a	\$25,000	Housing Services Capital Asset Fund	Balcony repairs resulted in need to replace eavestroughs



# INFRASTRUCTURE AND ENVIRONMENT

## PUBLIC WORKS CAPITAL ASSET FUND

The Public Works Capital Asset Fund is summarized below. The 2022 ending capital asset fund balance of \$10.4 million is what was left in the fund at the end of the year. These funds are available for current and future year projects, in 2023 it is anticipated that \$1.2 million will be drawn from the capital asset fund.

	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET
<b>Opening Balance</b>	<b>\$8,327</b>	<b>\$8,327</b>	<b>\$10,398</b>	<b>\$10,398</b>
Contributions				
Government Transfers	\$5,228	\$3,852	\$387	\$3,218
Capital Levy	\$5,215	\$5,215	\$5,440	\$5,440
Other Revenue	\$181	\$170	\$355	\$1,600
Debt Financing	\$0	\$0	\$0	\$3,500
Transfers from Reserves	\$1,550	\$1,096	\$0	\$1,337
DC Contribution	\$484	\$443	\$0	\$441
<b>Total Contributions</b>	<b>\$12,658</b>	<b>\$10,776</b>	<b>\$6,183</b>	<b>\$15,537</b>
Capital Work				
Land	\$0	\$0	\$0	\$3,300
Land Improvements	\$19	\$1,352	\$7	\$1,386
Buildings	\$105	\$477	\$29	\$1,409
Equipment & Machinery	\$208	\$405	\$18	\$383
Vehicles	\$345	\$485	\$365	\$930
Roads	\$7,828	\$6,559	\$685	\$7,723
Bridges & Culverts	\$1,811	\$2,806	\$196	\$1,692
Other	\$272	\$200	\$0	\$0
<b>Total Capital Work</b>	<b>\$10,587</b>	<b>\$12,283</b>	<b>\$1,300</b>	<b>\$16,823</b>
<b>Ending Capital Asset Fund Balance</b>	<b>\$10,398</b>	<b>\$6,820</b>	<b>\$15,281</b>	<b>\$9,112</b>

Except for the capital levy the majority of contributions to capital are made after the work has been completed. This includes allocations of Canada Community-Building Fund and development charges. To date only \$1.3 million of the \$16.8 million of planned capital work has been completed. Further detail is provided within the individual division sections.

## TRANSPORTATION

### CAPITAL ASSET FUND

The Transportation Capital Asset Fund is summarized below. It provides a summary of the contributions and planned work for 2023. Transportation includes roads, bridges and culverts, vehicles and equipment for operations and engineering staff as well as asset related costs for the Primrose Operations Centre.

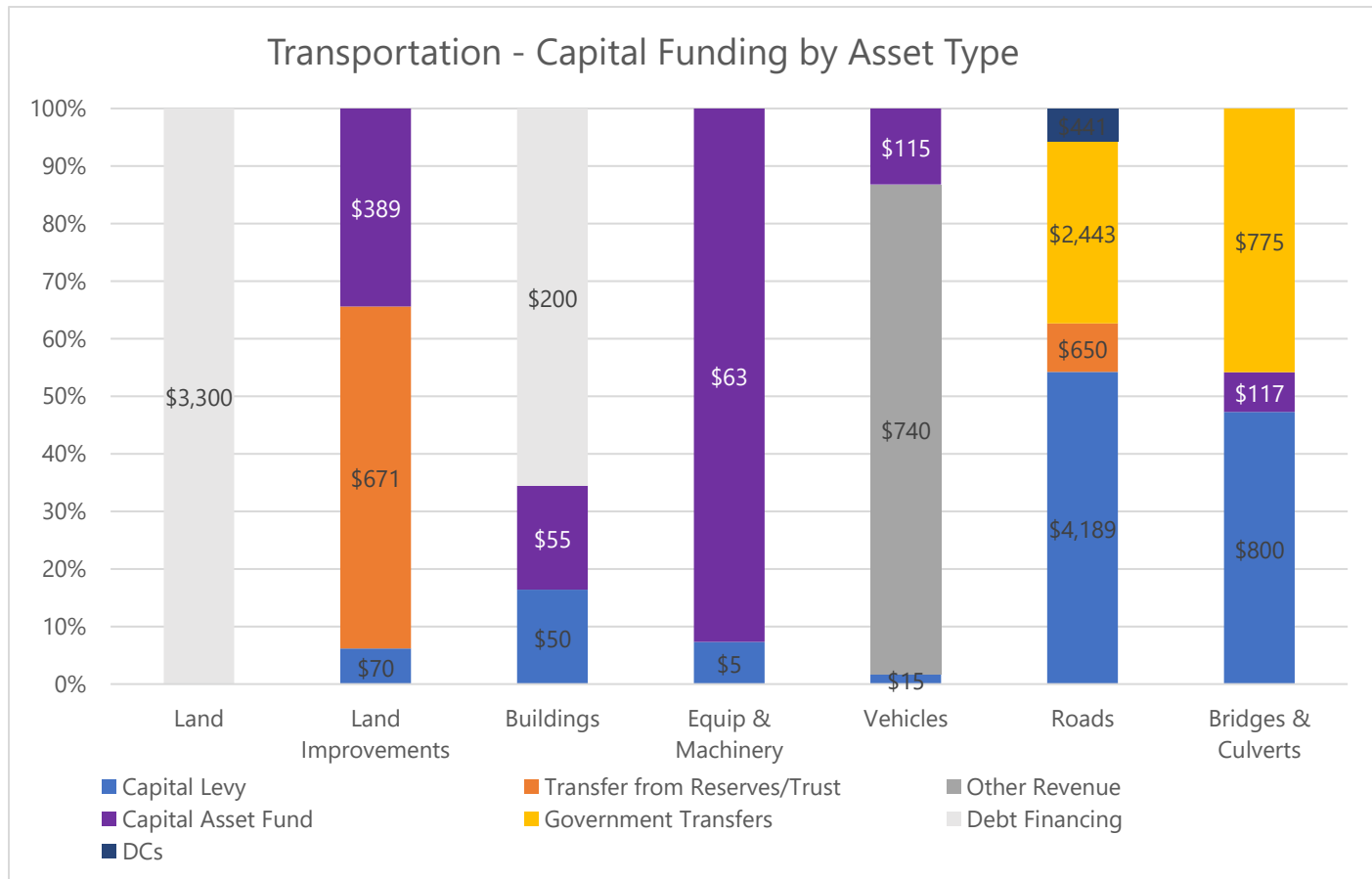
(in 000s)	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET
<b>Opening Balance</b>	<b>\$6,477</b>	<b>\$6,477</b>	<b>\$8,518</b>	<b>\$8,518</b>
Contributions				
Government Transfers	\$5,119	\$3,802	\$387	\$3,218
Capital Levy	\$4,903	\$4,903	\$5,129	\$5,129
Other Revenue	\$19	\$20	\$355	\$740
Debt Financing	\$0	\$0	\$0	\$3,500
Transfers from Reserves	\$1,550	\$1,096	\$0	\$1,321
DC Contribution	\$484	\$443	\$0	\$441
<b>Total Contributions</b>	<b>\$12,075</b>	<b>\$10,264</b>	<b>\$5,871</b>	<b>\$14,349</b>
Capital Work				
Land	\$0	\$0	\$0	\$3,300
Land Improvements	\$4	\$1,100	\$0	\$1,130
Buildings	\$0	\$65	\$0	\$305
Equipment & Machinery	\$45	\$90	\$6	\$68
Vehicles	\$345	\$445	\$365	\$870
Roads	\$7,828	\$6,559	\$142	\$7,723
Bridges & Culverts	\$1,811	\$2,806	\$196	\$1,692
<b>Total Capital Work</b>	<b>\$10,033</b>	<b>\$11,065</b>	<b>\$710</b>	<b>\$15,088</b>
<b>Ending Capital Asset Fund Balance</b>	<b>\$8,518</b>	<b>\$5,676</b>	<b>\$13,680</b>	<b>\$7,780</b>



The capital asset fund had an ending balance of over \$8.5 million in 2022. It is anticipated that over \$730,000 will be drawn from this fund in 2023 with the balance to be used for future projects.

## CAPITAL CONTRIBUTIONS

The graph below provides a summary of how the different asset categories are funded.



For the first time in several years, debt financing is planned for the addition of a southern operations centre. The \$730,000 in purple being drawn from the capital asset fund will contribute to all assets except roads and land.

## CAPITAL WORKPLAN

The capital workplan below provides a more detailed overview of the various planned capital projects for 2023 by asset category. Each workplan includes both the 2022 and 2023 Actual and Budget values. The 2023 Actuals reflect activity to the end of June. Separate workplan summaries are included for Roads as well as Bridges and Culverts due to the number of projects. The right side of each workplan includes status updates for each 2023 project. No comments are included where no work is planned for 2023. Where required additional notes have been added after each workplan, these notes are referenced similar to footnotes after the workplans.



Dufferin Road 124

(in 000s)	<b>2022 ACTUAL</b>	<b>2022 BUDGET</b>	<b>2023 ACTUAL</b>	<b>2023 BUDGET</b>	<b>Status</b>
Expenditures					
New Operations Centre	\$0	\$0	\$0	\$3,300	Consultant to be engaged this summer
Land	\$0	\$0	\$0	\$3,300	
Asphalt Paving	\$0	\$0	\$0	\$5	May defer
Trails Development	\$0	\$800	\$0	\$800	Materials tender issued
Fencing	\$0	\$0	\$0	\$25	As needed
Living Snow Fence	\$4	\$25	\$0	\$25	As needed
Guiderails	\$0	\$25	\$0	\$25	As needed
Wayfinding Signs	\$0	\$200	\$0	\$200	On hold
Intersection Lighting, Signals, Etc.	\$0	\$50	\$0	\$50	As needed
Land Improvements	\$4	\$1,100	\$0	\$1,130	
HVAC	\$0	\$20	\$0	\$20	Waiting for electrical upgrade
Electrical	\$0	\$0	\$0	\$60	RFP issued
Interior Renovations	\$0	\$45	\$0	\$0	
Sand/Salt Domes	\$0	\$0	\$0	\$25	Joint project with new construction
New Operations Centre Buildings	\$0	\$0	\$0	\$200	RFP to be issued this summer
Buildings	\$0	\$65	\$0	\$305	
Excavator (Brushing Attachment)	\$0	\$0	\$0	\$50	Quotes requested
Scissor Lift	\$0	\$20	\$0	\$0	
Hot Box	\$45	\$45	\$0	\$0	
Small Equipment	\$0	\$25	\$6	\$18	45% completed, 55% as required
Equipment & Machinery	\$45	\$90	\$6	\$68	
Snow Plows	\$344	\$400	\$247	\$720	In progress <sup>1</sup>
Trucks and Vans	\$1	\$45	\$118	\$60	2022 carryover and 2023 purchased <sup>2</sup>
One Tonne Pick Up	\$0	\$0	\$0	\$90	Under review
Vehicles	\$345	\$445	\$365	\$870	
Roads	\$7,828	\$6,559	\$142	\$7,723	See detail below
Bridges & Culverts	\$1,811	\$2,806	\$196	\$1,692	See detail below
<b>Total Work Plan Summary</b>	<b>\$10,033</b>	<b>\$11,065</b>	<b>\$710</b>	<b>\$15,088</b>	

# Work Plan Summary - Roads

(in 000s)	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET	Status
Expenditures					
Future Year Design	\$0	\$100	\$0	\$100	Allocated to actual road
Pavement Preservation	\$86	\$179	\$0	\$118	Tender closed over budget <sup>3</sup>
Resurface Dufferin Rd 21	\$0	\$0	\$0	\$955	Awarded - to be completed by fall
Resurface Dufferin Rd 21	\$0	\$0	\$0	\$460	Awarded - to be completed by fall
Resurface Dufferin Rd 124	\$14	\$0	\$29	\$4,350	Awarded - in progress
Recon Dufferin Rd 21	\$715	\$700	\$22	\$1,015	Awarded - to start in August
Resurface Dufferin Rd 9	\$17	\$0	\$0	\$0	
Resurface Dufferin Rd 3	\$1,964	\$1,590	\$0	\$0	
Dufferin Rd 3 17th Line Intersection	\$2	\$0	\$0	\$0	
Resurface Dufferin Rd 18	\$894	\$785	\$0	\$0	
Resurface Dufferin Rd 18	\$4,030	\$3,055	\$0	\$0	
Dufferin Rd 109 Consulting EA	\$0	\$150	\$0	\$275	RFP late summer
Orangeville West EA	\$106	\$0	\$91	\$450	In progress
<b>Total Roads Work Plan</b>	<b>\$7,828</b>	<b>\$6,559</b>	<b>\$142</b>	<b>\$7,723</b>	



Dufferin Road 124

# Work Plan Summary - Bridges and Culverts

(in 000s)	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET	Status
Expenditures					
Small Structure Replacements	\$0	\$50	\$0	\$50	As required
Maintenance Plan	\$0	\$100	\$0	\$98	Allocated to actual structure
004-0064 - Grand River Struc. No. 2 - F	\$0	\$0	\$0	\$0	
004-0142 - Bridge No. 1	\$0	\$0	\$0	\$14	RFP to be issued in July
518638XC - Culvert	\$0	\$0	\$0	\$9	RFP to be issued in July
936282CUL - Culvert	\$0	\$0	\$0	\$5	RFP to be issued in July
004-0901 - Culvert No. 501	\$0	\$0	\$0	\$6	RFP to be issued in July
004-0911 - Culvert No. 1809	\$0	\$0	\$0	\$5	RFP to be issued in July
004-0915 - Culvert No. 2103	\$0	\$0	\$0	\$17	RFP to be issued in July
030-0318 - Nottawasaga Bridge - Reha	\$3	\$0	\$0	\$56	To be tendered this summer to be completed in the fall
004-0063 - Blacks Bridge	\$0	\$0	\$0	\$90	To be tendered this summer to be completed in the fall
004-2507 - Culvert No. 2507 - Replace	\$30	\$51	\$2	\$484	Awarded - to be completed by fall
004-2508 - Culvert No. 2508 - Replace	\$26	\$50	\$4	\$440	Awarded - to be completed by fall
683279CUL - Culvert - Replace	\$0	\$5	\$0	\$225	Awarded - to be completed by fall
308250XC - Culvert - Rehab	\$16	\$35	\$7	\$192	Change in scope, rehab work to be deferred
004-0027 - Bridge No. 11 - Rehab	\$965	\$950	\$38	\$0	Additional funds required for 2022 project
004-0007 - Walkers Creek Culvert - Re	\$35	\$333	\$0	\$0	
004-0077 - Potts Culvert No. 1201 - Re	\$365	\$633	\$0	\$0	
938104XC - Culvert	\$370	\$600	\$39	\$0	Additional funds required for 2022 project
<b>Total Bridges &amp; Culverts Work Plan</b>	<b>\$1,811</b>	<b>\$2,806</b>	<b>\$90</b>	<b>\$1,692</b>	

1. Snowplow ordered in 2022 requires remaining payment in 2023. In 2023 only one will be required to be ordered, thus the budgeted amount is too high. Future workplans will be adjusted accordingly.
2. The cost of new truck was higher than anticipated, an additional \$16,000 is required to be added to the workplan.
3. Crack sealing tender closed over budget, an additional \$115,000 is required to be added to the workplan.

## CAPITAL WORKPLAN ADJUSTMENTS

The chart below summarizes capital workplan adjustments required for Transportation:

<b>Project</b>	<b>2022 Budget</b>	<b>2023 Workplan Adjustment</b>	<b>2023 Funding Source</b>	<b>Adjustment Reason</b>
Operations Pickup	\$40,000	\$56,000	PW Equipment Capital Asset Fund	Vehicle ordered in 2022 and received in 2023. New cost is higher than expected.
Pavement Preservation	n/a	\$115,000	PW Roads Capital Asset Fund	Tender closed at nearly double budget. Failure to do work will lead to increased maintenance costs in the future and possibly shorten the lifecycle of the asset. Additional funds required
004-0027 – Bridge No. 11	\$950,000	\$40,000	Ontario Community Infrastructure Fund (OCIF) if available or PW Structural Capital Asset Fund	Additional work was required for this 2022 project.
938104XC – Culvert	\$600,000	\$40,000	Ontario Community Infrastructure Fund (OCIF) if available or PW Structural Capital Asset Fund	Additional work was required for this 2022 project.
DR 109 (Joint project with County of Wellington)	n/a	\$150,000	PW Roads Capital Asset Fund	County of Wellington informed staff of this project after the budget was approved. County share of project is limited to our share of road.

## HIGHLIGHTS

- Majority of all road and structure work already tendered
- Work on Dufferin Road 124 is underway
- New operations pickup arrived



## CHALLENGES

- Accurately forecasting unit rates
- Deteriorating road network and structures
- Finding time to complete all approved work
- Availability of electric vehicles

## CORPORATE FACILITIES

### CAPITAL ASSET FUND

The Corporate Facilities Capital Asset Fund is summarized below. It provides a summary of the contributions and planned work for 2023. It reflects costs associated with the Courthouse and Edelbrock Centre.

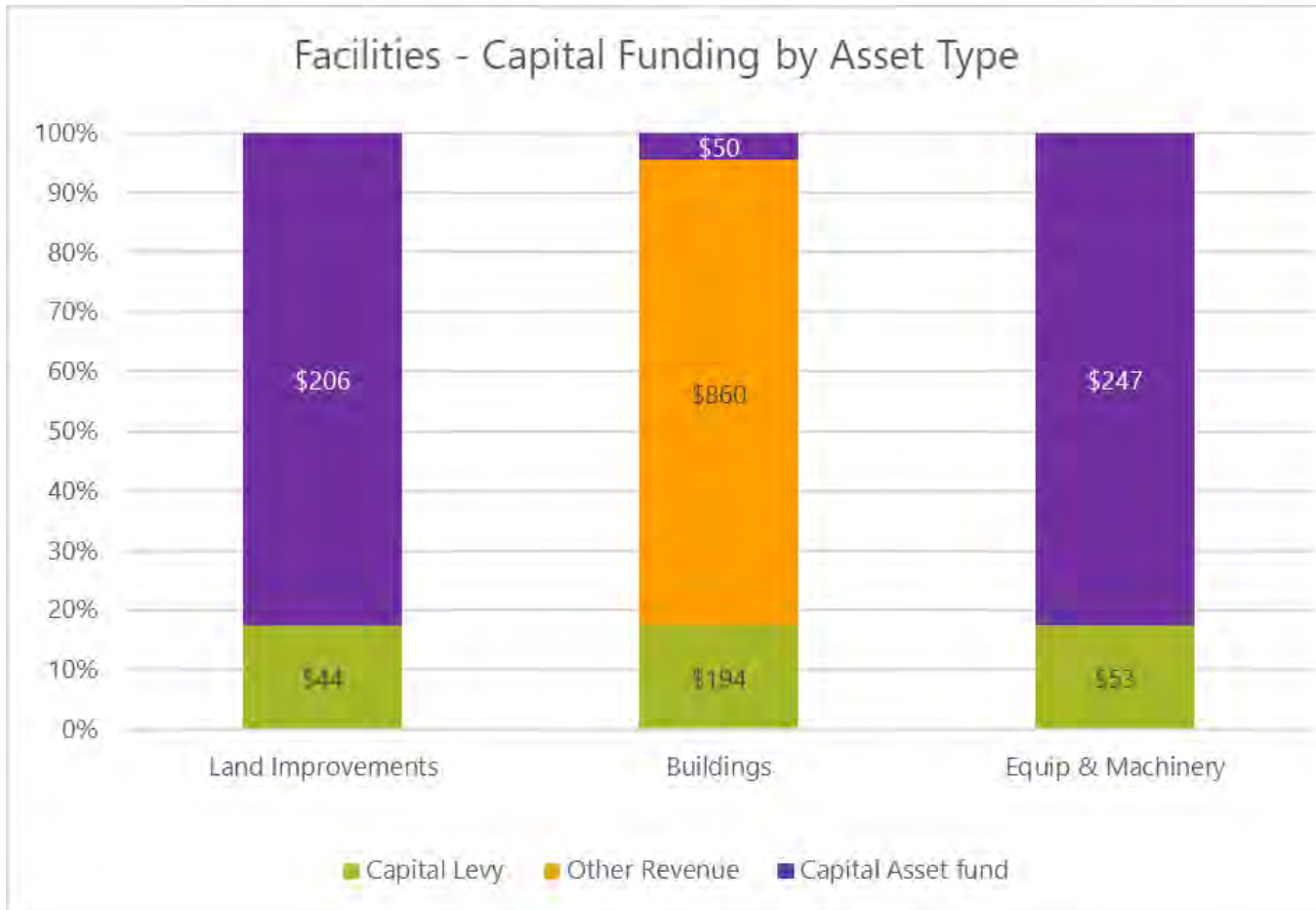
(in 000s)	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET
<b>Opening Balance</b>	<b>\$1,778</b>	<b>\$1,778</b>	<b>\$1,796</b>	<b>\$1,796</b>
Contributions				
Government Transfers	\$109	\$50	\$0	\$0
Capital Levy	\$300	\$300	\$290	\$290
Other Revenue	\$162	\$150	\$0	\$860
<b>Total Contributions</b>	<b>\$572</b>	<b>\$500</b>	<b>\$290</b>	<b>\$1,150</b>
Capital Work				
Land Improvements	\$14	\$250	\$7	\$250
Buildings	\$105	\$412	\$29	\$1,104
Equipment & Machinery	\$163	\$300	\$0	\$300
Vehicles	\$0	\$40	\$0	\$0
Other	\$272	\$200	\$0	\$0
<b>Total Capital Work</b>	<b>\$554</b>	<b>\$1,202</b>	<b>\$36</b>	<b>\$1,654</b>
<b>Ending Capital Asset Fund Balance</b>	<b>\$1,796</b>	<b>\$1,077</b>	<b>\$2,050</b>	<b>\$1,292</b>

The capital asset fund had an ending balance of nearly \$1.8 million in 2022. It is anticipated that over \$500,000 will be drawn from this fund in 2023 with the balance to be used for future projects.



## CAPITAL CONTRIBUTIONS

The graph below provides a summary of how the different asset categories are funded.



The majority of the land improvement and equipment projects will be funded from the capital asset fund. Meaning these projects have been planned for a number of years and funds have been contributed to the capital asset fund over time. The Other Revenue of \$860,000 for buildings is for the required work in Courtroom 204 that Infrastructure Ontario will be managing.

## CAPITAL WORKPLAN

The capital workplan below provides a more detailed overview of the various planned capital projects for 2023 by asset category. Each workplan includes both the 2022 and 2023 Actual and Budget values. The 2023 Actuals reflect activity to the end of June. The right side of each workplan includes status updates for each 2023 project. No comments are included where no work is planned for 2023. Where required additional notes have been added after each workplan, these notes are referenced similar to footnotes after the workplan.



Touchless upgrades at Edelbrock Centre

(in 000s)	<b>2022 ACTUAL</b>	<b>2022 BUDGET</b>	<b>2023 ACTUAL</b>	<b>2023 BUDGET</b>	<b>Status</b>
Expenditures					
Land					
Asphalt Paving	\$14	\$250	\$7	\$250	Design done. Defer to 2024 due to overages
Land Improvements	\$14	\$250	\$7	\$250	
Security	\$16	\$40	\$0	\$52	50% to be completed in fall, 50% under review
Exterior Walls (Masonry)	\$0	\$8	\$0	\$0	
Roof Replacement	\$1	\$0	\$0	\$5	Consultant to be engaged this summer
Windows	\$0	\$0	\$0	\$20	Joint project to be started in summer
Flooring	\$0	\$50	\$0	\$50	Portion to be deferred, awaiting quote on balance
HVAC	\$0	\$114	\$17	\$22	27% to be completed this summer, balance as needed
Building Automation	\$45	\$80	\$0	\$90	To be completed in fall
Exterior Painting	-\$1	\$80	\$0	\$0	
Electrical Upgrades	\$0	\$0	\$0	\$5	Consultant to be engaged this summer
Exterior Doors	\$0	\$40	\$0	\$0	
Touchless Upgrades	\$43	\$0	\$12	\$0	Covered by ICIP grant <sup>1</sup>
Courtroom 204 Renovations	\$0	\$0	\$0	\$860	Waiting on CBRE
Buildings	\$105	\$412	\$29	\$1,104	
Elevators	\$163	\$300	\$0	\$300	On hold pending facilities review
Equipment & Machinery	\$163	\$300	\$0	\$300	
Facilities Vehicles	\$0	\$40	\$0	\$0	2022 project to be brought forward <sup>2</sup>
Vehicles	\$0	\$40	\$0	\$0	
Electric Charging Stations	\$272	\$200	\$0	\$0	
Other	\$272	\$200	\$0	\$0	
<b>Total Work Plan Summary</b>	<b>\$554</b>	<b>\$1,202</b>	<b>\$36</b>	<b>\$1,654</b>	

1. Final payments for touchless upgrades at the Edelbrock Centre to be added to 2023 workplan. Costs will be covered by Investing in Canada Infrastructure Program (ICIP) grant.
2. Planned purchase was not made in 2022 due to increase in costs, an additional \$60,000 is required to be added to the workplan (\$20,000 more than the 2022 budget).

## CAPITAL WORKPLAN ADJUSTMENTS

The chart below summarizes capital workplan adjustments required for Transportation:

Project	2022 Budget	2023 Workplan Adjustment	2023 Funding Source	Adjustment Reason
Touchless Upgrades	n/a	\$12,000	Investing in Canada Infrastructure Program (ICIP) Grant	Additional work funded through grant carried forward into 2023
Facilities Pick up	\$40,000	\$60,000	Corporate Facilities Capital Asset Fund	Purchase was not made in 2022, additional funds required to cover increase in cost

### HIGHLIGHTS

- Infrastructure Ontario to manage Courtroom 204 repairs
- Final phase of courthouse building automation upgrades to be completed in fall



### CHALLENGES

- Rising costs and availability of products and services
- Coordination of projects with third parties

## WASTE SERVICES

### CAPITAL ASSET FUND

The Waste Services Capital Asset Fund is summarized below. It provides a summary of the contributions and planned work for 2023. It reflects costs associated with the Waste Services building located in Primrose as well as vehicles.

(in 000s)	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET
<b>Opening Balance</b>	<b>\$24</b>	<b>\$24</b>	<b>\$31</b>	<b>\$31</b>
Contributions				
Capital Levy	\$7	\$7	\$10	\$10
<b>Total Contributions</b>	<b>\$7</b>	<b>\$7</b>	<b>\$10</b>	<b>\$10</b>
Capital Work				
Vehicles	\$0	\$0	\$0	\$0
<b>Total Capital Work</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Ending Capital Asset Fund Balance</b>	<b>\$31</b>	<b>\$31</b>	<b>\$40</b>	<b>\$40</b>

The capital asset fund had an ending balance of nearly \$31,000 in 2022. No work is planned for 2023.

## COUNTY FOREST

### CAPITAL ASSET FUND

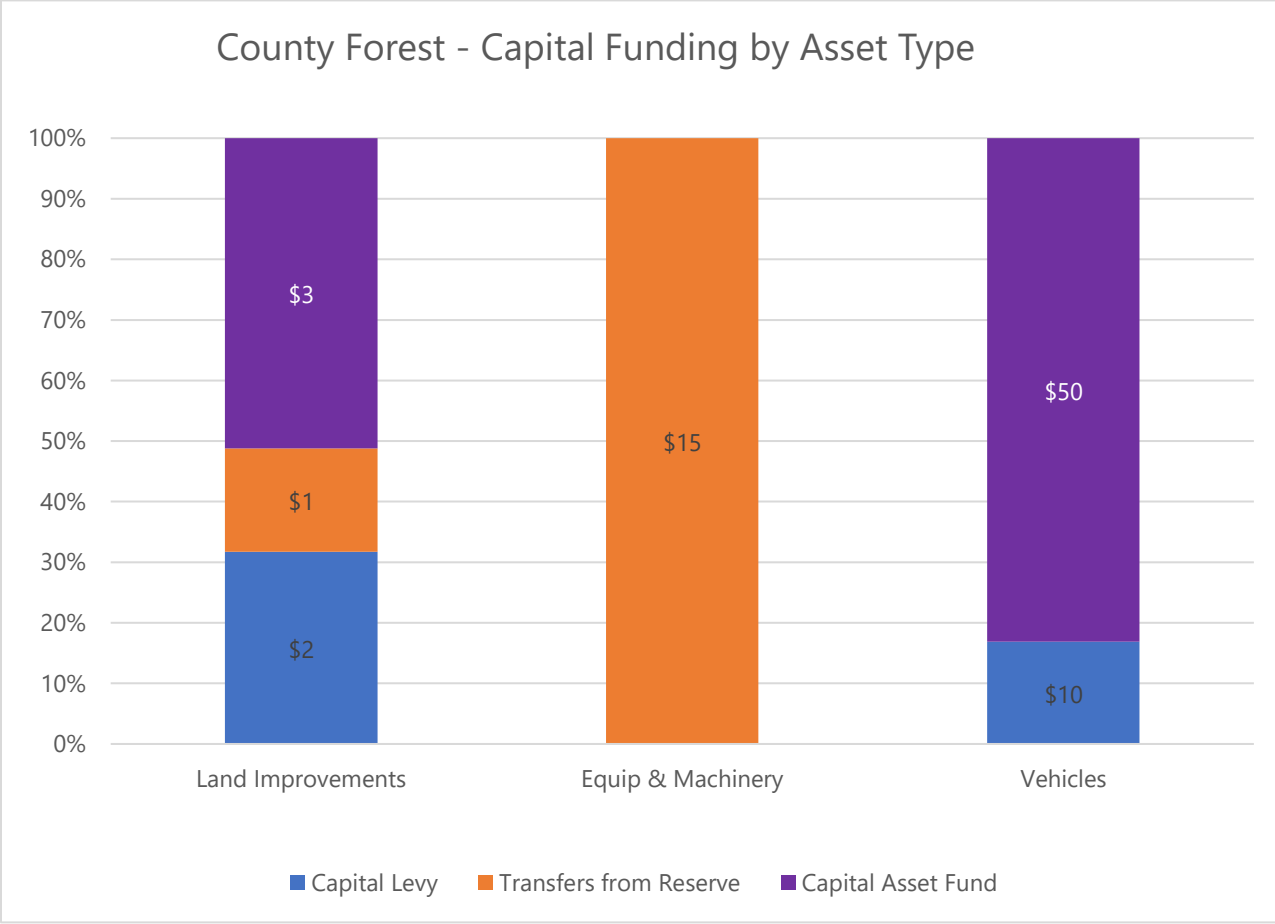
The County Forest Capital Asset Fund is summarized below. It provides a summary of the contributions and planned work for 2023. It reflects costs associated with a vehicle, new gates and signs as well as the addition of an ATV and trailer.

(in 000s)	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET
<b>Opening Balance</b>	<b>\$48</b>	<b>\$48</b>	<b>\$53</b>	<b>\$53</b>
Contributions				
Capital Levy	\$5	\$5	\$12	\$12
Transfers from Reserves	\$0	\$0	\$0	\$16
<b>Total Contributions</b>	<b>\$5</b>	<b>\$5</b>	<b>\$12</b>	<b>\$28</b>
Capital Work				
Land Improvements	\$0	\$2	\$0	\$6
Equipment & Machinery	\$0	\$15	\$12	\$15
Vehicles	\$0	\$0	\$0	\$60
<b>Total Capital Work</b>	<b>\$0</b>	<b>\$17</b>	<b>\$12</b>	<b>\$81</b>
<b>Ending Capital Asset Fund Balance</b>	<b>\$53</b>	<b>\$36</b>	<b>\$53</b>	<b>\$0</b>

The capital asset fund had an ending balance of nearly \$53,000 in 2022. The entire capital asset fund is planned to be spent in 2023.

### CAPITAL CONTRIBUTIONS

The graph below provides a summary of how the different asset categories are funded.



The ATV and trailer are planned to be funded from the County Forest Reserve Fund. Other planned work is funded mostly from the capital asset fund with some from Capital Levy.

**CAPITAL WORKPLAN**

The capital workplan below provides a more detailed overview of the various planned capital projects for 2023 by asset category. Each workplan includes both the 2022 and 2023 Actual and Budget values. The 2023 Actuals reflect activity to the end of June. The right side of each workplan includes status updates for each 2023 project. No comments are included where no work is planned for 2023. Where required additional notes have been added after each workplan, these notes are referenced similar to footnotes after the workplan.

(in 000s)	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET	Status
Expenditures					
Gates, Fences, Signs	\$0	\$2	\$0	\$6	As required
Land Improvements	\$0	\$2	\$0	\$6	
ATV and Trailer	\$0	\$15	\$12	\$15	ATV purchased, trailer deferred <sup>1</sup>
Equipment & Machinery	\$0	\$15	\$12	\$15	
Forest Vehicle	\$0	\$0	\$0	\$60	To be tendered this summer
Vehicles	\$0	\$0	\$0	\$60	
<b>Total Work Plan Summary</b>	<b>\$0</b>	<b>\$17</b>	<b>\$12</b>	<b>\$81</b>	

1. The cost of the ATV was much higher than anticipated, trailer purchase has been deferred.

## HIGHLIGHTS

- ATV has been ordered



## CHALLENGES

- Higher than anticipated prices led to deferral of trailer purchase





# GENERAL GOVERNMENT SERVICES

## INFORMATION TECHNOLOGY

### CAPITAL ASSET FUND

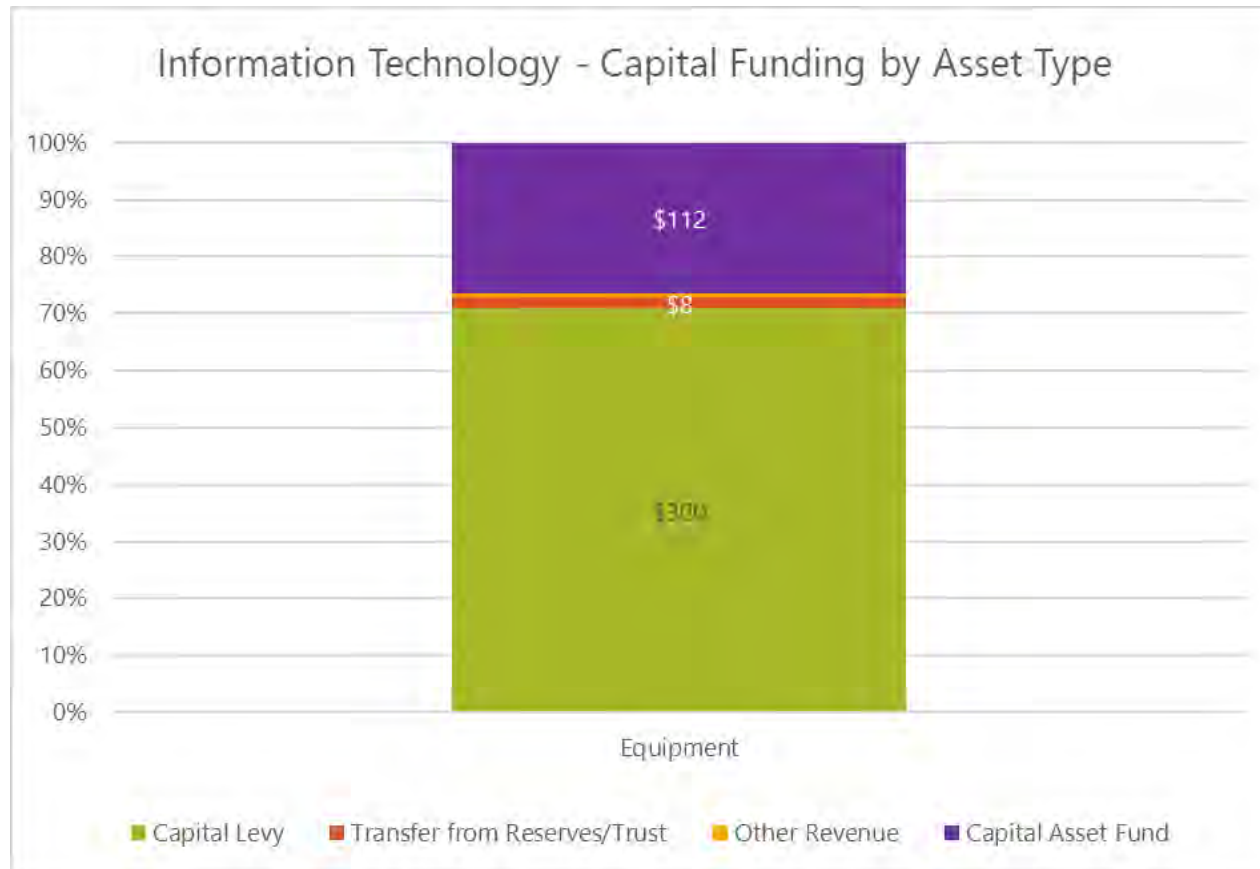
The Information Technology Capital Asset Fund is summarized below. It provides a summary of the contributions and planned work for 2023. It reflects costs associated with the County IT infrastructure network.

	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET
<b>Opening Balance</b>	<b>\$451</b>	<b>\$451</b>	<b>\$423</b>	<b>\$423</b>
Contributions				
Capital Levy	\$300	\$300	\$300	\$300
Other Revenue	\$23	\$0	\$2	\$3
Transfers from Reserves	\$18	\$7	\$0	\$8
<b>Total Contributions</b>	<b>\$340</b>	<b>\$307</b>	<b>\$302</b>	<b>\$311</b>
Capital Work				
Equipment & Machinery	\$368	\$454	\$113	\$423
<b>Total Capital Work</b>	<b>\$368</b>	<b>\$454</b>	<b>\$113</b>	<b>\$423</b>
<b>Ending Capital Asset Fund Balance</b>	<b>\$423</b>	<b>\$303</b>	<b>\$611</b>	<b>\$311</b>

The capital asset fund had an ending balance of approximately \$423,000 in 2022. It is anticipated that over \$110,000 will be drawn from this fund in 2023 with the balance to be used for future projects.

### CAPITAL CONTRIBUTIONS

The graph below provides a summary of how the different asset categories are funded.



All IT assets are considered equipment, nearly three quarters of the planned projects will be funded from capital levy. The balance will come from the capital asset fund, meaning these projects have been planned for a number of years and funds have been contributed to the capital asset fund over time. The small amounts in orange are allocations from programs with dedicated funding for IT equipment replacement.

#### CAPITAL WORKPLAN

The capital workplan below provides a more detailed overview of the various planned capital projects for 2023 by asset category. Each workplan includes both the 2022 and 2023 Actual and Budget values. The 2023 Actuals reflect activity to the end of June. The

right side of each workplan includes status updates for each 2023 project. No comments are included where no work is planned for 2023. Where required additional notes have been added after each workplan, these notes are referenced similar to footnotes after the workplan.

	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET	Status
<b>Expenditures</b>					
Communication Systems Lifecycle	\$0	\$10	\$0	\$44	Under review
Communication Tower Lifecycle	\$0	\$25	\$0	\$0	
Councillor Device Replacement	\$20	\$14	\$0	\$0	
Courtroom AV Equipment	\$0	\$10	\$0	\$0	
End User Device Lifecycle	\$123	\$157	\$104	\$217	67% in progress, 21% not started, 12% on hold
IT Infrastructure Lifecycle	\$225	\$239	\$9	\$163	20% in progress, 52% on hold, 28% defer to 2024
Equipment & Machinery	\$368	\$454	\$113	\$423	
<b>Total Work Plan Summary</b>	<b>\$368</b>	<b>\$454</b>	<b>\$113</b>	<b>\$423</b>	

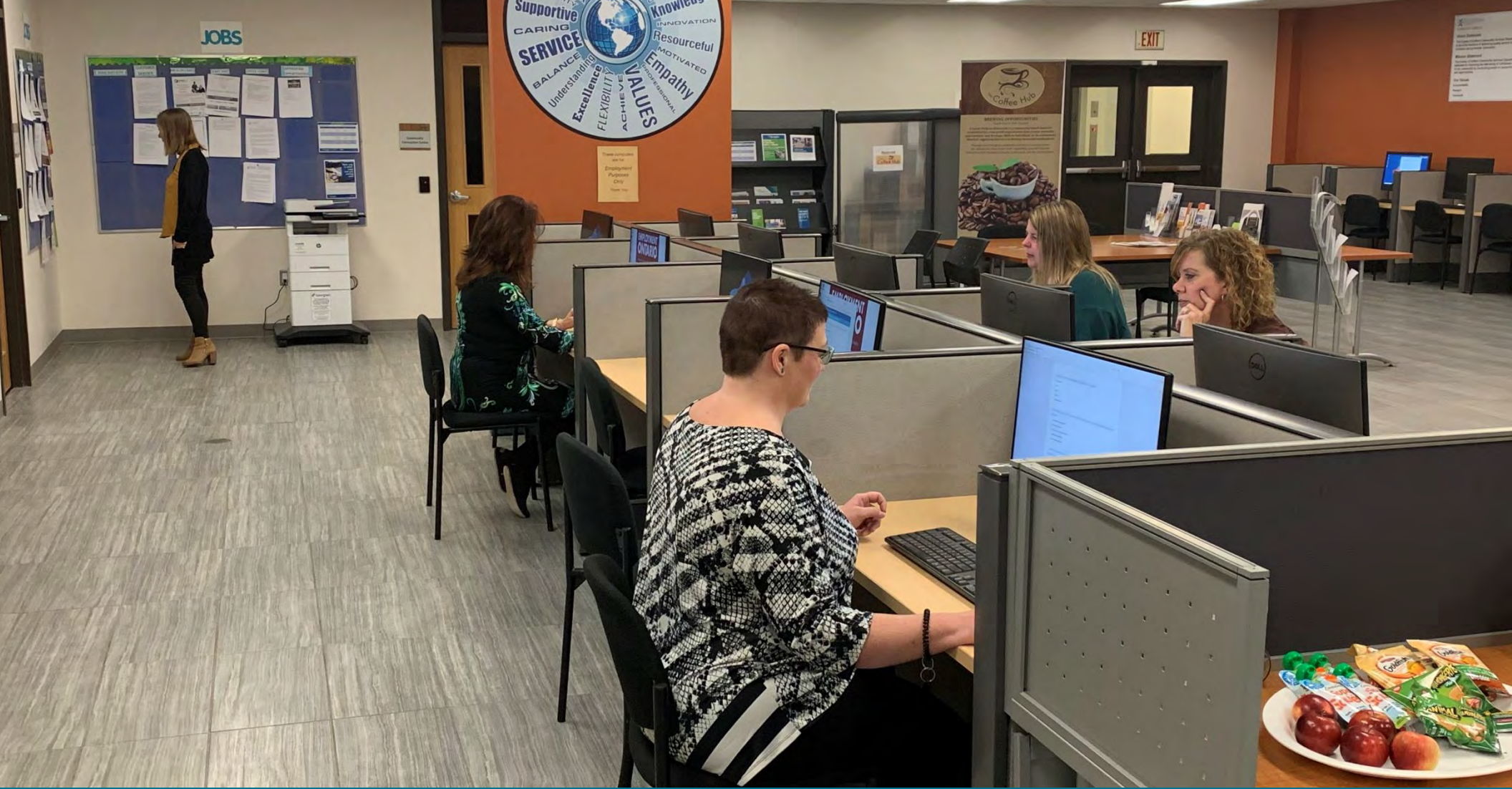
## HIGHLIGHTS

- Updated hybrid meeting room equipment
- Purchased annual desktop and laptop replacements



## CHALLENGES

- Finding the right fit while balancing changing technological needs and maintaining the security of the system
- Interconnectedness of some projects leads to delay of others



# HEALTH AND HUMAN SERVICES

## DUFFERIN OAKS CAPITAL ASSET FUND

The Dufferin Oaks Capital Asset Fund is summarized below. The 2022 ending capital asset fund balance of \$2.1 million is what was left in the fund at the end of the year. These funds are then available for current and future year projects, in 2023 it is anticipated that \$1.6 million will be drawn from the capital asset fund.

	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET
<b>Opening Balance</b>	<b>\$2,060</b>	<b>\$2,060</b>	<b>\$2,077</b>	<b>\$2,077</b>
Contributions				
Government Transfers	\$0	\$108	\$0	\$220
Capital Levy	\$755	\$755	\$705	\$705
Other Revenue	\$20	\$0	\$142	\$88
Transfers from Reserves	\$46	\$0	\$0	\$0
<b>Total Contributions</b>	<b>\$821</b>	<b>\$863</b>	<b>\$847</b>	<b>\$1,013</b>
Capital Work				
Land Improvements	\$66	\$60	\$5	\$285
Buildings	\$523	\$1,517	\$177	\$1,836
Equipment & Machinery	\$215	\$221	\$62	\$276
Vehicles	\$0	\$60	\$134	\$240
Other	\$0	\$400	\$2	\$0
<b>Total Capital Work</b>	<b>\$804</b>	<b>\$2,258</b>	<b>\$380</b>	<b>\$2,637</b>
<b>Ending Capital Asset Fund Balance</b>	<b>\$2,077</b>	<b>\$666</b>	<b>\$2,544</b>	<b>\$453</b>

The budget for government transfers includes the \$140,000 added to the budget for the purchase of a new wheelchair van. This money is captured under other revenue in the 2023 actual to ensure it is reported properly to the Ministry. To date only \$380,000 of the \$2.6 million of planned capital work has been completed. Further detail is provided within the individual division sections.

## LONG TERM CARE

### CAPITAL ASSET FUND

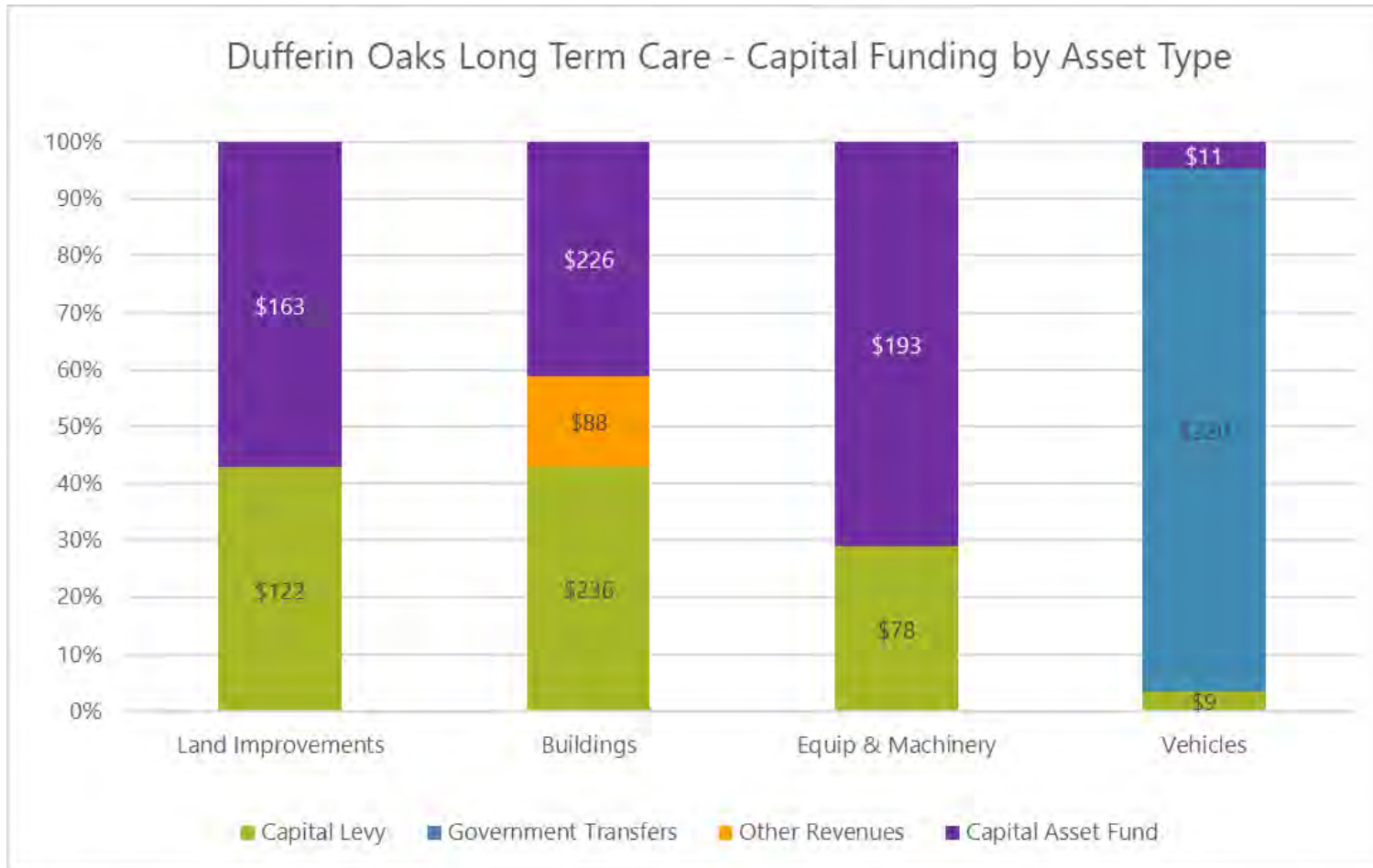
The Long Term Care Capital Asset Fund is summarized below. It provides a summary of the contributions and planned work for 2023. It reflects costs associated with Dufferin Oaks Long Term Care and Community Support Services.

	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET
<b>Opening Balance</b>	<b>\$1,247</b>	<b>\$1,247</b>	<b>\$1,130</b>	<b>\$1,130</b>
Contributions				
Government Transfers	\$0	\$108	\$0	\$220
Capital Levy	\$475	\$475	\$445	\$445
Other Revenue	\$20	\$0	\$142	\$88
Transfers from Reserves	\$46	\$0	\$0	\$0
<b>Total Contributions</b>	<b>\$541</b>	<b>\$583</b>	<b>\$587</b>	<b>\$753</b>
Capital Work				
Land Improvements	\$51	\$60	\$0	\$285
Buildings	\$403	\$765	\$88	\$550
Equipment & Machinery	\$204	\$219	\$56	\$271
Vehicles	\$0	\$60	\$134	\$240
Other	\$0	\$400	\$2	\$0
<b>Total Capital Work</b>	<b>\$658</b>	<b>\$1,504</b>	<b>\$280</b>	<b>\$1,346</b>
<b>Ending Capital Asset Fund Balance</b>	<b>\$1,130</b>	<b>\$326</b>	<b>\$1,437</b>	<b>\$537</b>

The capital asset fund had an ending balance of over \$1.1 million in 2022. It is anticipated nearly \$600,000 will be drawn from this fund in 2023 with the balance to be used for future projects.

## CAPITAL CONTRIBUTIONS

The graph below provides a summary of how the different asset categories are funded.



Most of the land improvement and equipment projects will be funded from the capital asset fund. Meaning these projects have been planned for several years and funds have been contributed to the capital asset fund over time. The majority of vehicle replacements are funded through one time funding from the Ministry.



## CAPITAL WORKPLAN

The capital workplan below provides a more detailed overview of the various planned capital projects for 2023 by asset category. Each workplan includes both the 2022 and 2023 Actual and Budget values. The 2023 Actuals reflect activity to the end of June. The right side of each workplan includes status updates for each 2023 project. No comments are included where no work is planned for 2023. Where required additional notes have been added after each workplan, these notes are referenced similar to footnotes after the workplan.



Resident room flooring upgrades

	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET	Status
Expenditures					
Land					
Parking Lot and Curbing	\$0	\$50	\$0	\$240	To be tendered this summer
Exterior Patio/Walkways	\$35	\$0	\$0	\$45	In progress
Landscaping	\$16	\$10	\$0	\$0	
Land Improvements	\$51	\$60	\$0	\$285	
Security	\$0	\$80	\$0	\$100	To be tendered this fall
Roof Replacement	\$0	\$0	\$4	\$150	Joint project, to be tendered this summer
Flooring	\$307	\$418	\$13	\$12	Per unit - as needed <sup>1</sup>
HVAC	\$82	\$212	\$71	\$53	Project carried over from 2022
Electrical	\$14	\$0	\$0	\$180	To be tendered this summer
Kitchen	\$0	\$0	\$0	\$0	
Interior Upgrades	\$0	\$55	\$0	\$55	Under review
Buildings	\$403	\$765	\$88	\$550	
Appliance Replacement	\$0	\$0	\$3	\$0	Replacement required
Macerators	\$8	\$0	\$0	\$10	In progress
Kitchen Equipment	\$70	\$52	\$7	\$13	55% complete, 45% defer to 2024
Beds and Bedroom Furniture	\$28	\$25	\$0	\$35	To be done in fall
Lifts	\$41	\$42	\$0	\$48	To be done in fall
Tub Replacement/Resident Bathing	\$0	\$0	\$0	\$135	To be tendered this summer
Resident Lounge Furniture	\$7	\$60	\$46	\$0	Project carried over from 2022
Laundry Equipment	\$41	\$30	\$0	\$30	Defer to 2024
Housekeeping Equipment Replacement	\$10	\$11	\$0	\$0	
Equipment & Machinery	\$204	\$219	\$56	\$271	
Vehicles	\$0	\$60	\$134	\$240	One purchased, three to be tendered this summer
Vehicles	\$0	\$60	\$134	\$240	
Nurse Call System/Point of Care	\$0	\$400	\$2	\$0	Project carried over from 2022 <sup>2</sup>
Other	\$0	\$400	\$2	\$0	
<b>Total Work Plan Summary</b>	<b>\$658</b>	<b>\$1,504</b>	<b>\$280</b>	<b>\$1,346</b>	

1. Floor replacements within individual units are completed as required leading to fluctuations each year, any overages/surpluses are accounted for in future years.
2. Replacement of the nurse call system has been in progress for a couple of years. Availability of support for existing aging equipment and integration with other infrastructure adds complexity to this project. Staff have been involved in ongoing discussions with the existing service providers.

## CAPITAL WORKPLAN ADJUSTMENTS

The chart below summarizes capital workplan adjustments required for Long Term Care:

<b>Project</b>	<b>2022 Budget</b>	<b>2023 Workplan Adjustment</b>	<b>2023 Funding Source</b>	<b>Adjustment Reason</b>
HVAC	\$70,000	\$165,000	Dufferin Oaks Capital Asset Fund	Equipment was ordered in 2022 installed in 2023
Appliance Replacement	n/a	\$3,000	Dufferin Oaks Capital Asset Fund	Unplanned replacement of adult day program appliance required
Resident Lounge Furniture	\$60,000	\$46,000	Dufferin Oaks Capital Asset Fund	Furniture was ordered in 2022 received in 2023
Nurse Call System	\$400,000	\$400,000	Dufferin Oaks Capital Asset Fund	Ongoing discussions with existing vendor
Laundry Equipment	n/a	\$13,000	IPAC Minor Capital Funding	IPAC recommendation to alter current laundering processes requires additional washer

## HIGHLIGHTS

- Nurse call solution imminent
- Parking lot and roof tenders set to close soon
- Security project in process



## CHALLENGES

- Uncertainty surrounding vehicle delivery dates and costs
- Rising costs and availability of products and services

## MEL LLOYD CENTRE

### CAPITAL ASSET FUND

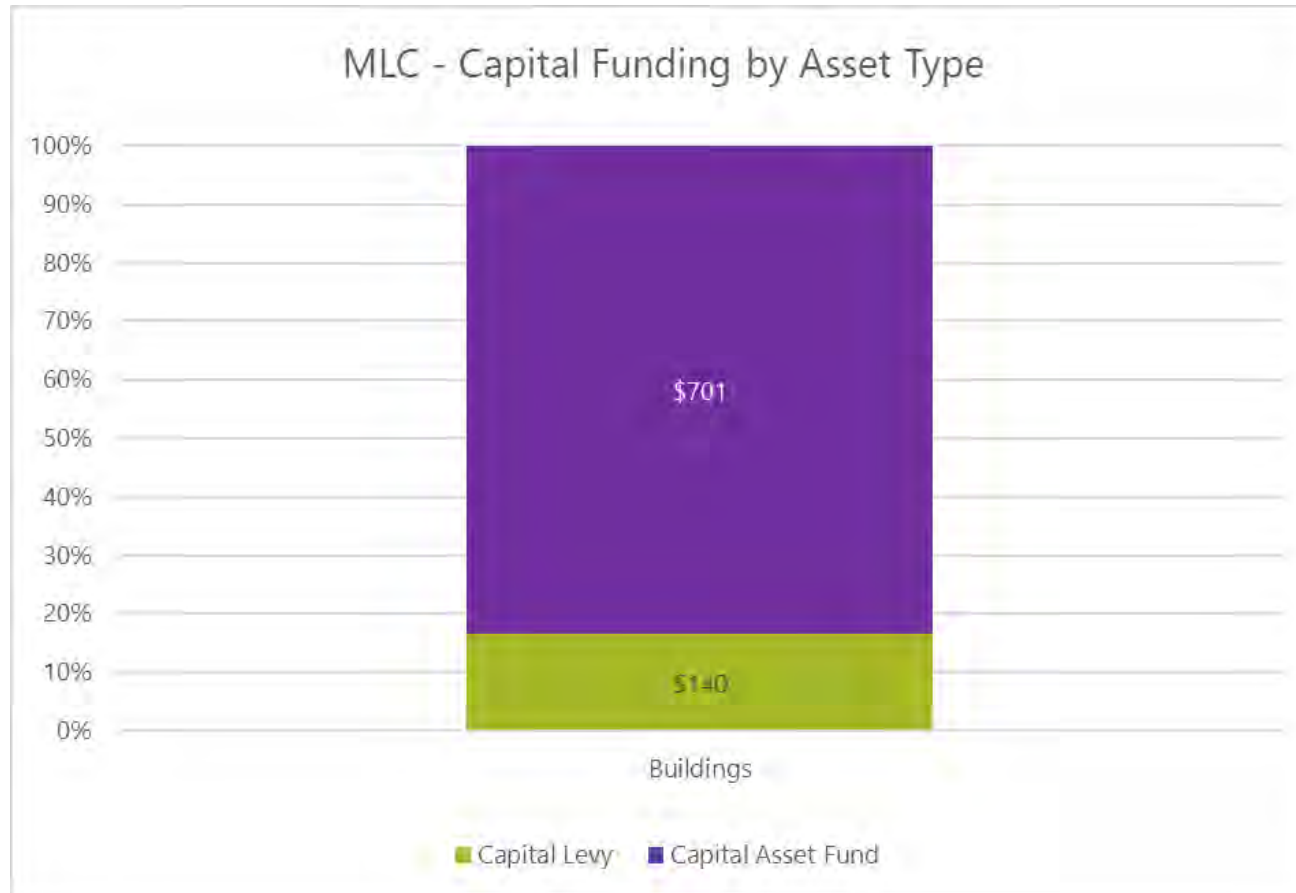
The Mel Lloyd Centre Capital Asset Fund is summarized below. It provides a summary of the contributions and planned work for 2023. It reflects costs associated with the Mel Lloyd Centre.

	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET
<b>Opening Balance</b>	<b>\$570</b>	<b>\$570</b>	<b>\$661</b>	<b>\$661</b>
Contributions				
Capital Levy	\$100	\$100	\$140	\$140
<b>Total Contributions</b>	<b>\$100</b>	<b>\$100</b>	<b>\$140</b>	<b>\$140</b>
Capital Work				
Land Improvements	\$0	\$0	\$5	\$0
Buildings	\$8	\$520	\$0	\$841
<b>Total Capital Work</b>	<b>\$9</b>	<b>\$520</b>	<b>\$5</b>	<b>\$841</b>
<b>Ending Capital Asset Fund Balance</b>	<b>\$661</b>	<b>\$150</b>	<b>\$797</b>	<b>-\$40</b>

The capital asset fund had an ending balance of over \$660,000 in 2022. It is anticipated over \$700,000 will be drawn from this fund in 2023 leaving the fund in a negative balance. The value of planned work required for the Mel Lloyd Centre will be higher than current available funds. The deficit will be replenished in future years when the planned work is lower, the actual cash required is available from the overall Dufferin Oaks Capital Asset Fund. It is already anticipated that some of the 2022 work will be deferred to future years.

## CAPITAL CONTRIBUTIONS

The graph below provides a summary of how the different asset categories are funded.



The majority of the buildings related projects will be funded from the capital asset fund. Meaning these projects have been planned for a number of years and funds have been contributed to the capital asset fund over time.

## CAPITAL WORKPLAN

The capital workplan below provides a more detailed overview of the various planned capital projects for 2023 by asset category. Each workplan includes both the 2022 and 2023 Actual and Budget values. The 2023 Actuals reflect activity to the end of June. The right side of each workplan includes status updates for each 2023 project. No comments are included where no work is planned for 2023. Where required additional notes have been added after each workplan, these notes are referenced similar to footnotes after the workplan.

	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET	Status
Expenditures					
Parking Lot and Curbing	\$0	\$0	\$5	\$0	
Land Improvements	\$0	\$0	\$5	\$0	
Security	\$0	\$60	\$0	\$60	To be tendered this fall
Exterior Walls	\$0	\$40	\$0	\$80	To be tendered this summer
Roof Replacement	\$0	\$0	\$0	\$365	Joint project, to be tendered this summer
Windows	\$0	\$100	\$0	\$30	Consultant to be engaged this summer
Flooring	\$8	\$3	\$0	\$3	As required
HVAC	\$0	\$165	\$0	\$168	46% to be tendered this summer, balance to be deferred to 2024
Lighting	\$0	\$2	\$0	\$5	As required
Exterior Doors	\$0	\$20	\$0	\$0	
Interior Upgrades	\$0	\$130	\$0	\$130	To be tendered this summer
Buildings	\$8	\$520	\$0	\$841	
Elevators	\$1	\$0	\$0	\$0	
Equipment & Machinery	\$1	\$0	\$0	\$0	
<b>Total Work Plan Summary</b>	<b>\$9</b>	<b>\$520</b>	<b>\$5</b>	<b>\$841</b>	

## MCKELVIE BURNSIDE VILLAGE

### CAPITAL ASSET FUND

The McKelvie Burnside Village Capital Asset Fund is summarized below. It provides a summary of the contributions and planned work for 2023. It reflects costs associated with McKelvie Supportive Housing.

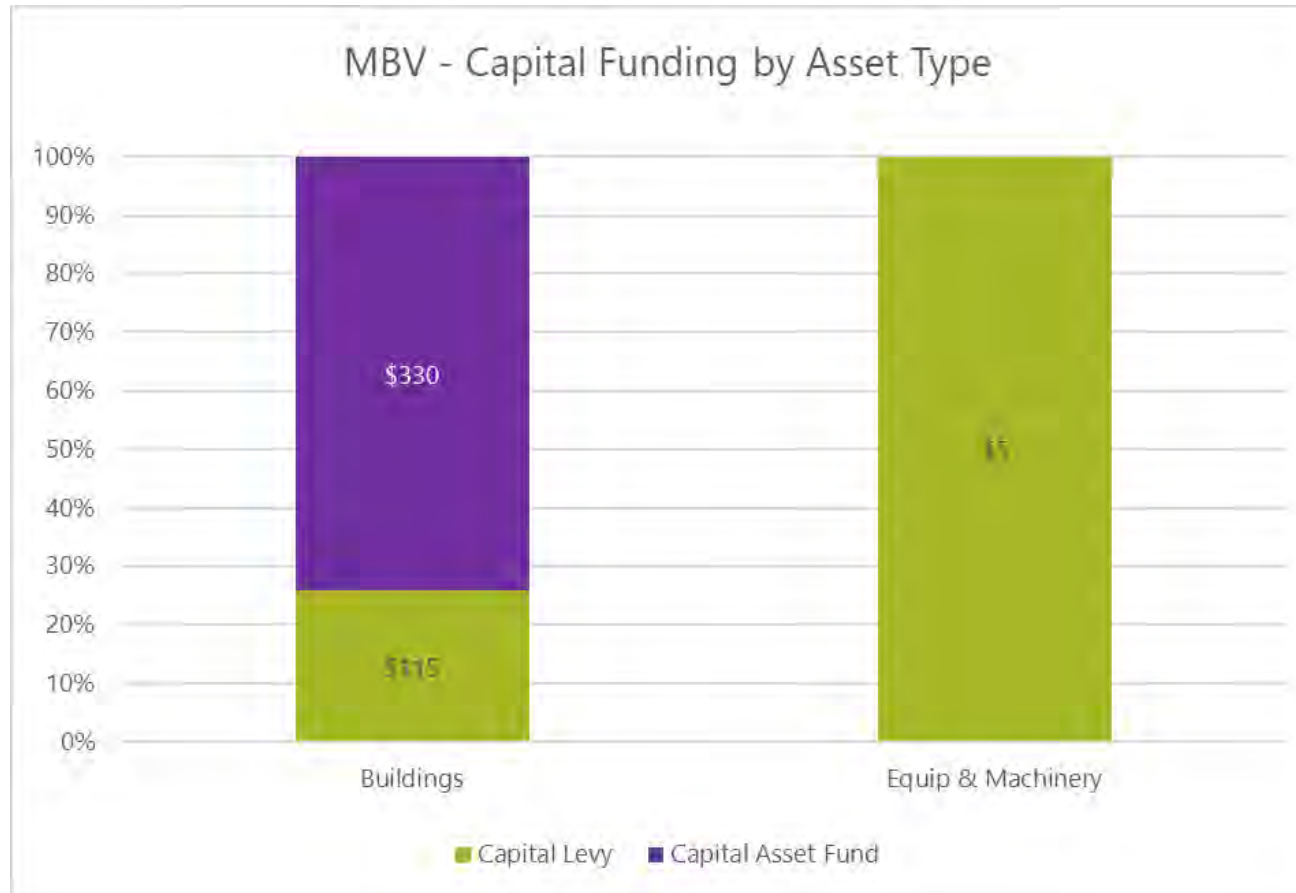
	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET
<b>Opening Balance</b>	<b>\$243</b>	<b>\$243</b>	<b>\$286</b>	<b>\$286</b>
Contributions				
Capital Levy	\$180	\$180	\$120	\$120
<b>Total Contributions</b>	<b>\$180</b>	<b>\$180</b>	<b>\$120</b>	<b>\$120</b>
Capital Work				
Land Improvements	\$15	\$0	\$0	\$0
Buildings	\$112	\$230	\$89	\$445
Equipment & Machinery	\$10	\$2	\$6	\$5
<b>Total Capital Work</b>	<b>\$137</b>	<b>\$232</b>	<b>\$95</b>	<b>\$450</b>
<b>Ending Capital Asset Fund Balance</b>	<b>\$286</b>	<b>\$192</b>	<b>\$311</b>	<b>-\$44</b>

The capital asset fund had an ending balance of \$286,000 in 2022. It is anticipated nearly \$330,000 will be drawn from this fund in 2023 leaving the fund in a negative balance. The value of planned work required for the McKelvie Burnside Village will be higher than the current available funds. The deficit will be replenished in future years when the planned work is lower, the actual cash required is available from the overall Dufferin Oaks Capital Asset Fund.



## CAPITAL CONTRIBUTIONS

The graph below provides a summary of how the different asset categories are funded.



The majority of the buildings related projects will be funded from the capital asset fund. Meaning these projects have been planned for a number of years and funds have been contributed to the capital asset fund over time. The balance will come from capital levy with a portion to be funded in the future.

## CAPITAL WORKPLAN

The capital workplan below provides a more detailed overview of the various planned capital projects for 2023 by asset category. Each workplan includes both the 2022 and 2023 Actual and Budget values. The 2023 Actuals reflect activity to the end of June. The right side of each workplan includes status updates for each 2023 project. No comments are included where no work is planned for 2023. Where required additional notes have been added after each workplan, these notes are referenced similar to footnotes after the workplan.

	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET	Status
Expenditures					
Parking Lot and Curbing	\$15	\$0	\$0	\$0	
Land Improvements	\$15	\$0	\$0	\$0	
Roof Replacement	\$0	\$0	\$0	\$315	To be tendered this summer
Windows	\$0	\$50	\$0	\$10	Consultant to be engaged this summer
Flooring	\$64	\$108	\$19	\$12	Per unit - higher than average turnover <sup>1</sup>
HVAC	\$0	\$8	\$12	\$70	In progress
Painting	\$0	\$0	\$4	\$0	Under review <sup>2</sup>
Electrical	\$0	\$2	\$9	\$5	Under review <sup>2</sup>
Exterior Doors	\$0	\$0	\$0	\$15	To be done in fall
MBV Kitchen	\$12	\$6	\$14	\$8	Per unit - higher than average turnover <sup>1</sup>
MBV Bathroom	\$36	\$6	\$28	\$10	Per unit - higher than average turnover <sup>1</sup>
Interior Upgrades	\$0	\$50	\$4	\$0	
Buildings	\$112	\$230	\$89	\$445	
Appliance Replacement	\$10	\$2	\$6	\$5	Additional replacements required
Equipment & Machinery	\$10	\$2	\$6	\$5	
<b>Total Work Plan Summary</b>	<b>\$137</b>	<b>\$232</b>	<b>\$95</b>	<b>\$450</b>	

1. Unit flooring, kitchen and bathroom replacements within individual units are completed as required leading to fluctuations each year, any overages/surpluses are accounted for in future years.
2. These overages are under review and may be shifted to operating.

## CAPITAL WORKPLAN ADJUSTMENTS

The chart below summarizes capital workplan adjustments required for McKelvie Burnside Village:

<b>Project</b>	<b>2022 Budget</b>	<b>2023 Workplan Adjustment</b>	<b>2023 Funding Source</b>	<b>Adjustment Reason</b>
Appliance Replacement	n/a	\$3,000	MBV Capital Asset Fund	Unplanned replacement of appliance required

## PARAMEDIC SERVICES

### CAPITAL ASSET FUND

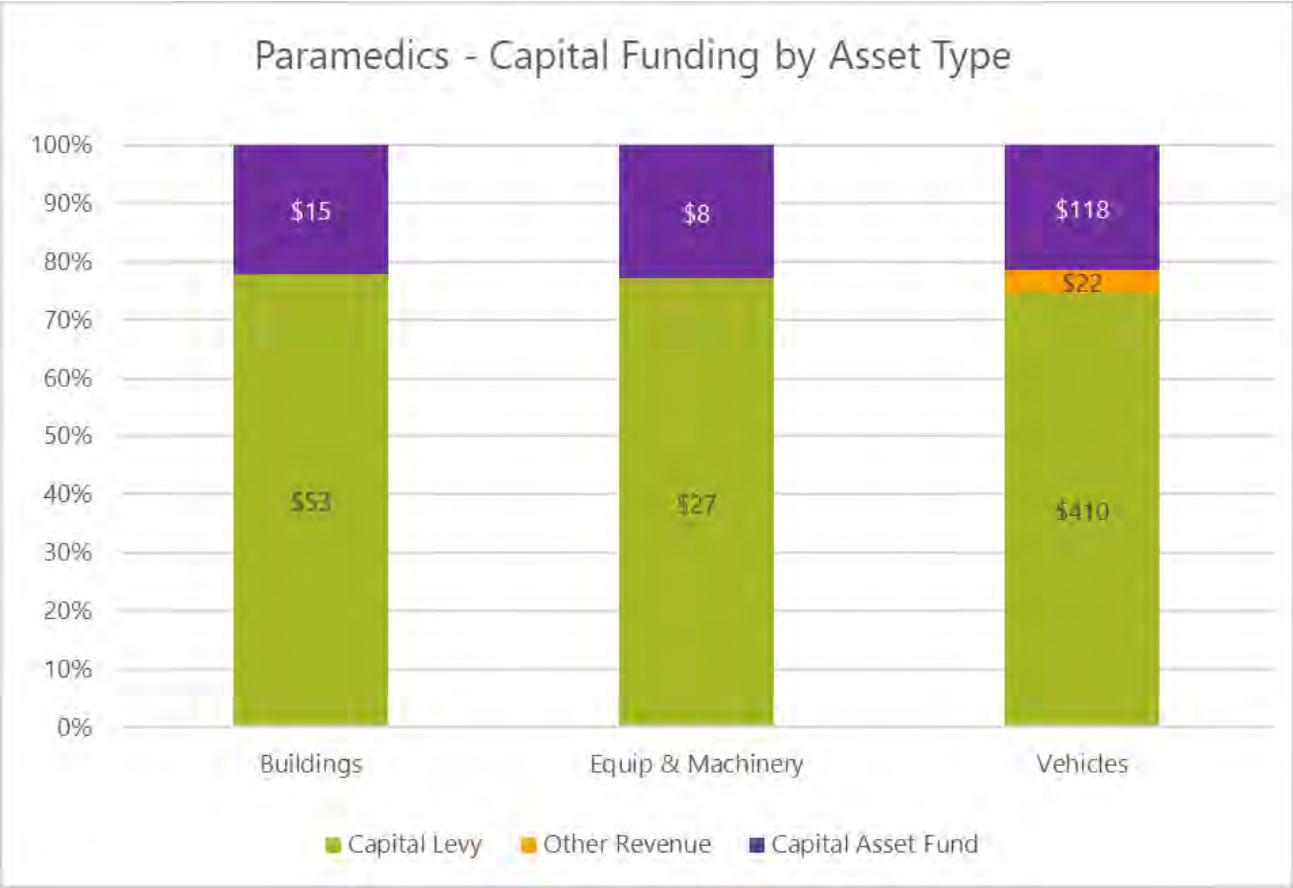
The Paramedic Services Capital Asset Fund is summarized below. It provides a summary of the contributions and planned work for 2023. It reflects costs associated with the replacement of equipment as well as asset related costs of the three ambulance stations.

	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET
<b>Opening Balance</b>	<b>\$1,354</b>	<b>\$1,354</b>	<b>\$1,457</b>	<b>\$1,457</b>
Contributions				
Capital Levy	\$490	\$490	\$490	\$490
Other Revenue	\$37	\$0	\$11	\$22
<b>Total Contributions</b>	<b>\$527</b>	<b>\$490</b>	<b>\$501</b>	<b>\$512</b>
Capital Work				
Buildings	\$9	\$39	\$23	\$68
Equipment & Machinery	\$0	\$6	\$0	\$35
Vehicles	\$415	\$566	\$158	\$550
<b>Total Capital Work</b>	<b>\$424</b>	<b>\$611</b>	<b>\$181</b>	<b>\$653</b>
<b>Ending Capital Asset Fund Balance</b>	<b>\$1,457</b>	<b>\$1,233</b>	<b>\$1,777</b>	<b>\$1,316</b>

The capital asset fund had an ending balance of over \$1.4 million in 2022. It is anticipated over \$140,000 will be drawn from this fund in 2023 with the balance to be used for future projects.

### CAPITAL CONTRIBUTIONS

The graph below provides a summary of how the different asset categories are funded.



The majority of projects will be funded from the capital levy. A small amount is allocated from operating for the future replacement of the Community Paramedic vehicles.

**CAPITAL WORKPLAN**

The capital workplan below provides a more detailed overview of the various planned capital projects for 2023 by asset category. Each workplan includes both the 2022 and 2023 Actual and Budget values. The 2023 Actuals reflect activity to the end of June. The right side of each workplan includes status updates for each 2023 project. No comments are included where no work is planned for 2023. Where required additional notes have been added after each workplan, these notes are referenced similar to footnotes after the workplan.

	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET	Status
Expenditures					
Security	\$9	\$20	\$0	\$0	Additional funds required
Flooring	\$0	\$0	\$0	\$30	To be completed this summer
HVAC	\$0	\$6	\$0	\$32	To be completed this summer
Exterior Doors	\$0	\$13	\$0	\$6	To be completed this summer
Garage Doors	\$0	\$0	\$23	\$0	Additional funds required
<b>Buildings</b>	<b>\$9</b>	<b>\$39</b>	<b>\$23</b>	<b>\$68</b>	
Appliance Replacement	\$0	\$6	\$0	\$0	
Patient Equipment	\$0	\$0	\$0	\$35	To be purchased in fall
<b>Equipment &amp; Machinery</b>	<b>\$0</b>	<b>\$6</b>	<b>\$0</b>	<b>\$35</b>	
Community Paramedic Vehicle/ERUs	\$150	\$166	\$35	\$0	Carryover 2022 incomplete
Ambulances	\$265	\$400	\$123	\$550	All ordered, delivery unknown
<b>Vehicles</b>	<b>\$415</b>	<b>\$566</b>	<b>\$158</b>	<b>\$550</b>	
<b>Total Work Plan Summary</b>	<b>\$424</b>	<b>\$611</b>	<b>\$181</b>	<b>\$653</b>	

## CAPITAL WORKPLAN ADJUSTMENTS

The chart below summarizes capital workplan adjustments required for Paramedic Services:

Project	2022 Budget	2023 Workplan Adjustment	2023 Funding Source	Adjustment Reason
Security	\$20,000	\$50,000	Paramedics Capital Asset Fund	All 2022 work was not completed as planned; additional funds required

Project	2022 Budget	2023 Workplan Adjustment	2023 Funding Source	Adjustment Reason
Garage Doors	n/a	\$23,000	Paramedics Capital Asset Fund	Unplanned replacement of garage doors were required
Emergency Response Vehicles	\$83,000	\$35,000	Paramedics Capital Asset Fund	Conversion work completed in early 2023

## HIGHLIGHTS

- Received new emergency response
- Security pilot....success...build on
- 



## CHALLENGES

- Uncertainty surrounding vehicle delivery dates and costs
- Rising costs and availability of products and services

## HOUSING SERVICES

### CAPITAL ASSET FUND

The Housing Services Capital Asset Fund is summarized below. It provides a summary of the contributions and planned work for 2023. It reflects costs associated with the ten County owned housing buildings.

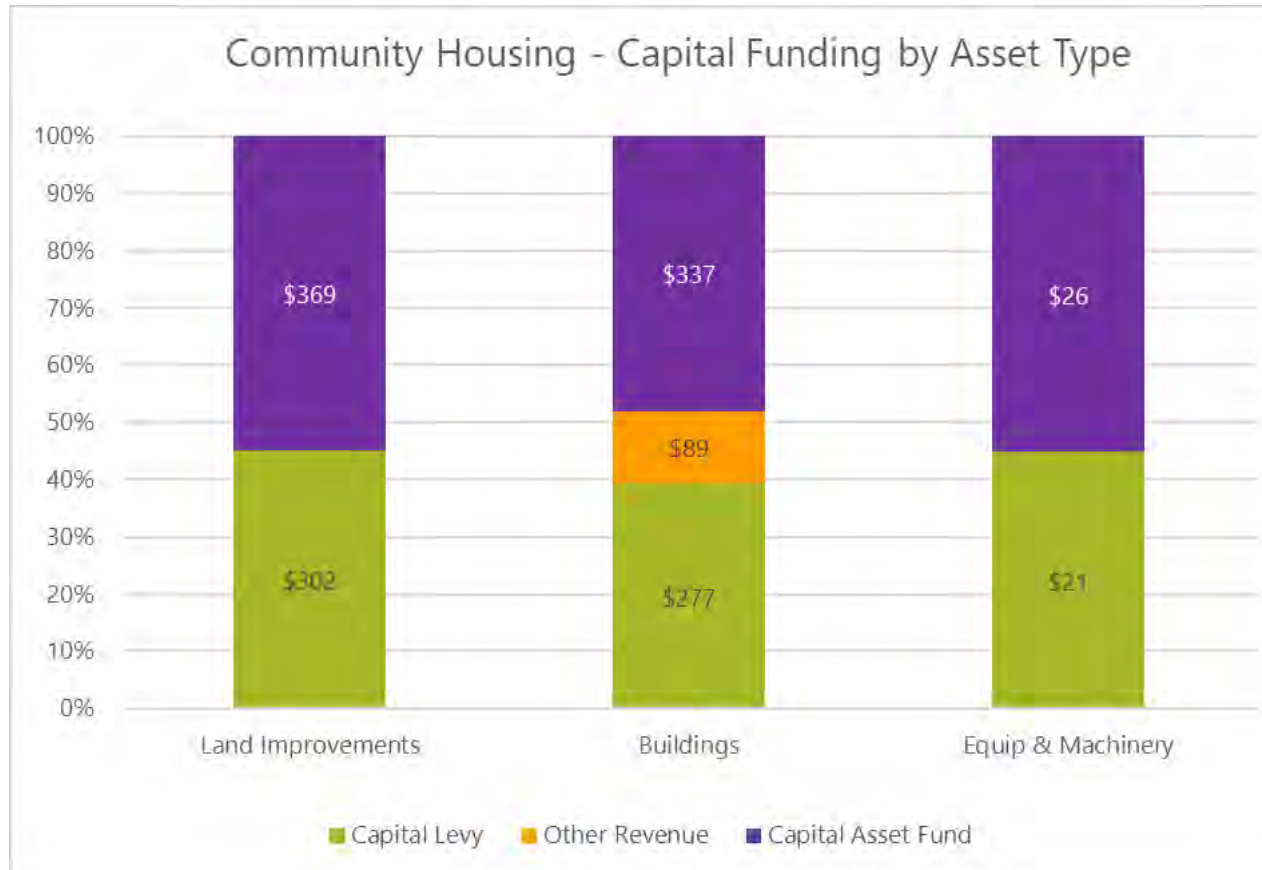
	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET
<b>Opening Balance</b>	<b>\$3,005</b>	<b>\$3,005</b>	<b>\$2,922</b>	<b>\$2,922</b>
Contributions				
Capital Levy	\$700	\$700	\$600	\$600
Other Revenue	\$0	\$0	\$0	\$89
Transfers from Reserves	\$242	\$0	\$0	\$0
DC Contribution	\$80	\$80	\$0	\$0
<b>Total Contributions</b>	<b>\$1,022</b>	<b>\$780</b>	<b>\$600</b>	<b>\$689</b>
Capital Work				
Land Improvements	\$59	\$621	\$7	\$671
Buildings	\$934	\$1,300	\$515	\$703
Equipment & Machinery	\$113	\$49	\$29	\$47
<b>Total Capital Work</b>	<b>\$1,106</b>	<b>\$1,970</b>	<b>\$552</b>	<b>\$1,421</b>
<b>Ending Capital Asset Fund Balance</b>	<b>\$2,922</b>	<b>\$1,815</b>	<b>\$2,970</b>	<b>\$2,190</b>

The capital asset fund had an ending balance of over \$2.9 million in 2022. It is anticipated that over \$730,000 will be drawn from this fund in 2023 with the balance to be used for future projects.



## CAPITAL CONTRIBUTIONS

The graph below provides a summary of how the different asset categories are funded.



Over half of all projects will be funded from the capital asset fund. Meaning these projects have been planned for a number of years and funds have been contributed to the capital asset fund over time. The other revenue is for lighting upgrades which are to be completed only if outside funding can be secured.

## CAPITAL WORKPLAN

The capital workplan below provides a more detailed overview of the various planned capital projects for 2023 by asset category. Each workplan includes both the 2022 and 2023 Actual and Budget values. The 2023 Actuals reflect activity to the end of June. The right side of each workplan includes status updates for each 2023 project. No comments are included where no work is planned for 2023. Where required additional notes have been added after each workplan, these notes are referenced similar to footnotes after the workplan.

	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET	Status
Expenditures					
Asphalt Paving	\$13	\$550	\$7	\$540	To be tendered this summer
Exterior Walkways	\$14	\$41	\$0	\$131	Joint with asphalt paving
Fencing	\$32	\$30	\$0	\$0	
Land Improvements	\$59	\$621	\$7	\$671	
Security	\$0	\$15	\$0	\$79	To be tendered shortly
Exterior Walls	\$0	\$223	\$0	\$0	Carryover incomplete project
Roof Replacement	\$9	\$0	\$0	\$0	Add new projects <sup>1</sup>
Window Replacement	\$0	\$45	\$0	\$15	Joint project to be started in summer
Structural (balconies, etc.)	\$809	\$495	\$412	\$34	Carryover incomplete project <sup>2</sup>
Flooring	\$37	\$211	\$58	\$131	Possible per unit overages, other areas to be completed this summer
HVAC	\$38	\$20	\$0	\$9	To be completed this fall. Potential additional work required <sup>3</sup>
Electrical	\$0	\$1	\$0	\$104	21% consultant to be engaged this summer, 79% dependent on funding
Exterior Doors	\$0	\$46	\$0	\$140	35% to be tendered this summer, 65% to be deferred
Kitchen Retrofits	\$16	\$123	\$0	\$90	Per unit - as needed
Bathrooms	\$24	\$122	\$45	\$101	Per unit - as needed
Buildings	\$934	\$1,300	\$515	\$703	
Elevator Replacement	\$85	\$0	\$0	\$0	
Appliance Replacement	\$28	\$49	\$29	\$47	Per unit - as needed
Equipment & Machinery	\$113	\$49	\$29	\$47	
<b>Total Work Plan Summary</b>	<b>\$1,106</b>	<b>\$1,970</b>	<b>\$552</b>	<b>\$1,421</b>	

1. Balcony repairs resulted in need to repair portion of common room roof as well as replacement of eavestroughs
2. A report to Council in 2022 permitted the overages in 2022 Structural repairs. A portion of this work was not complete at the end of the year.
3. Having no available suppliers for repair or replacement parts for existing equipment may result in need to replace to more standardized product sooner than planned. Additional information to follow if required in 2023.

## CAPITAL WORKPLAN ADJUSTMENTS

The chart below summarizes capital workplan adjustments required for Housing Services:

<b>Project</b>	<b>2022 Budget</b>	<b>2023 Workplan Adjustment</b>	<b>2023 Funding Source</b>	<b>Adjustment Reason</b>
Exterior Walls	\$223,000	\$223,000	Housing Services Capital Asset Fund	Siding replacement was not completed in 2022 as planned
Roof Replacement	n/a	\$20,000	Housing Services Capital Asset Fund	Balcony repairs resulted in need to repair portion of common room roof
Roof Replacement	n/a	\$25,000	Housing Services Capital Asset Fund	Balcony repairs resulted in need to replace eavestroughs
Structural	\$495,000	\$515,000	Housing Services Capital Asset Fund	Work was not completed in 2022 as planned

## HIGHLIGHTS

- Balcony project near completion
- Building condition assessment to be completed in 2023 will inform future replacement schedules



## CHALLENGES

- Unclear guidelines surrounding accommodation requests to support aging in place
- Rising costs and availability of products and services
- Age of buildings



# COMMUNITY DEVELOPMENT AND TOURISM

## MUSEUM OF DUFFERIN

### CAPITAL ASSET FUND

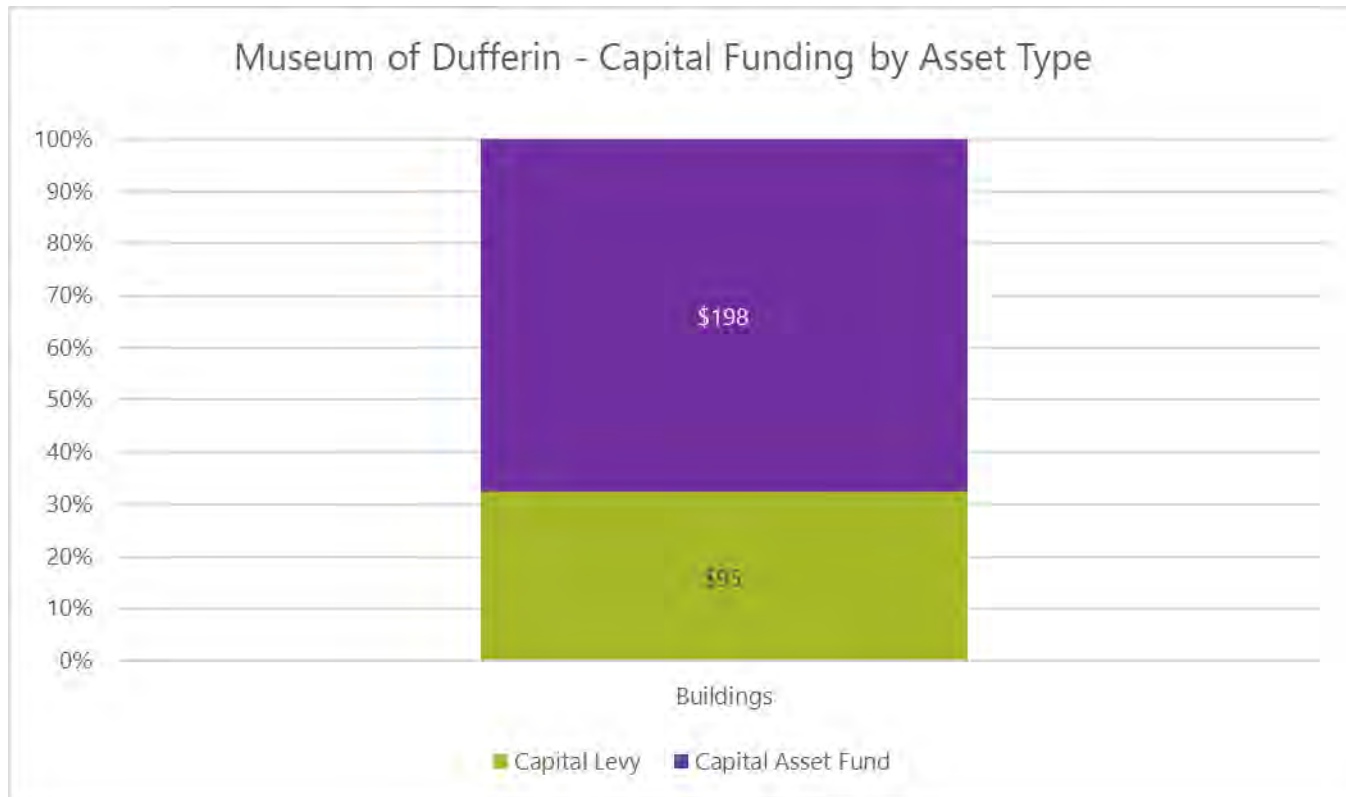
The Museum of Dufferin Capital Asset Fund is summarized below. It provides a summary of the contributions and planned work for 2023. It reflects costs associated with the Museum of Dufferin building and equipment.

	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET
<b>Opening Balance</b>	<b>\$557</b>	<b>\$557</b>	<b>\$550</b>	<b>\$550</b>
Contributions				
Capital Levy	\$94	\$94	\$95	\$95
<b>Total Contributions</b>	<b>\$94</b>	<b>\$94</b>	<b>\$95</b>	<b>\$95</b>
Capital Work				
Land Improvements	\$0	\$20	\$0	\$0
Buildings	\$0	\$195	\$0	\$293
Equipment & Machinery	\$102	\$4	\$0	\$0
<b>Total Capital Work</b>	<b>\$102</b>	<b>\$219</b>	<b>\$0</b>	<b>\$293</b>
<b>Ending Capital Asset Fund Balance</b>	<b>\$550</b>	<b>\$432</b>	<b>\$645</b>	<b>\$352</b>

The capital asset fund had an ending balance of over \$550,000 in 2022. It is anticipated that nearly \$200,000 will be drawn from this fund in 2023 with the balance to be used for future projects.

### CAPITAL CONTRIBUTIONS

The graph below provides a summary of how the different asset categories are funded.



Over 65% of all projects will be funded from the capital asset fund. Meaning these projects have been planned for a number of years and funds have been contributed to the capital asset fund over time.

### CAPITAL WORKPLAN

The capital workplan below provides a more detailed overview of the various planned capital projects for 2023 by asset category. Each workplan includes both the 2022 and 2023 Actual and Budget values. The 2023 Actuals reflect activity to the end of June. The right side of each workplan includes status updates for each 2023 project. No comments are included where no work is planned for 2023. Where required additional notes have been added after each workplan, these notes are referenced similar to footnotes after the workplan.

	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET	Status
Expenditures					
Exterior Walkways	\$0	\$20	\$0	\$0	
Land Improvements	\$0	\$20	\$0	\$0	
HVAC	\$0	\$40	\$0	\$59	To be completed over the summer
Building Automation	\$0	\$150	\$0	\$150	To be completed over the summer
Security	\$0	\$0	\$0	\$11	Tender will be ready end of July
Electrical	\$0	\$0	\$0	\$5	Joint project, consultant to be engaged this summer
Exterior Walls	\$0	\$5	\$0	\$0	
Windows	\$0	\$0	\$0	\$3	Joint project, consultant to be engaged this summer
Roof	\$0	\$0	\$0	\$50	To be tendered this summer
Exterior Doors	\$0	\$0	\$0	\$15	Under review
Buildings	\$0	\$195	\$0	\$293	
Elevators	\$96	\$0	\$0	\$0	
Archives Equipment	\$6	\$4	\$0	\$0	
Equipment & Machinery	\$102	\$4	\$0	\$0	
<b>Total Work Plan Summary</b>	<b>\$102</b>	<b>\$219</b>	<b>\$0</b>	<b>\$293</b>	



## BUILDING SERVICES

### CAPITAL ASSET FUND

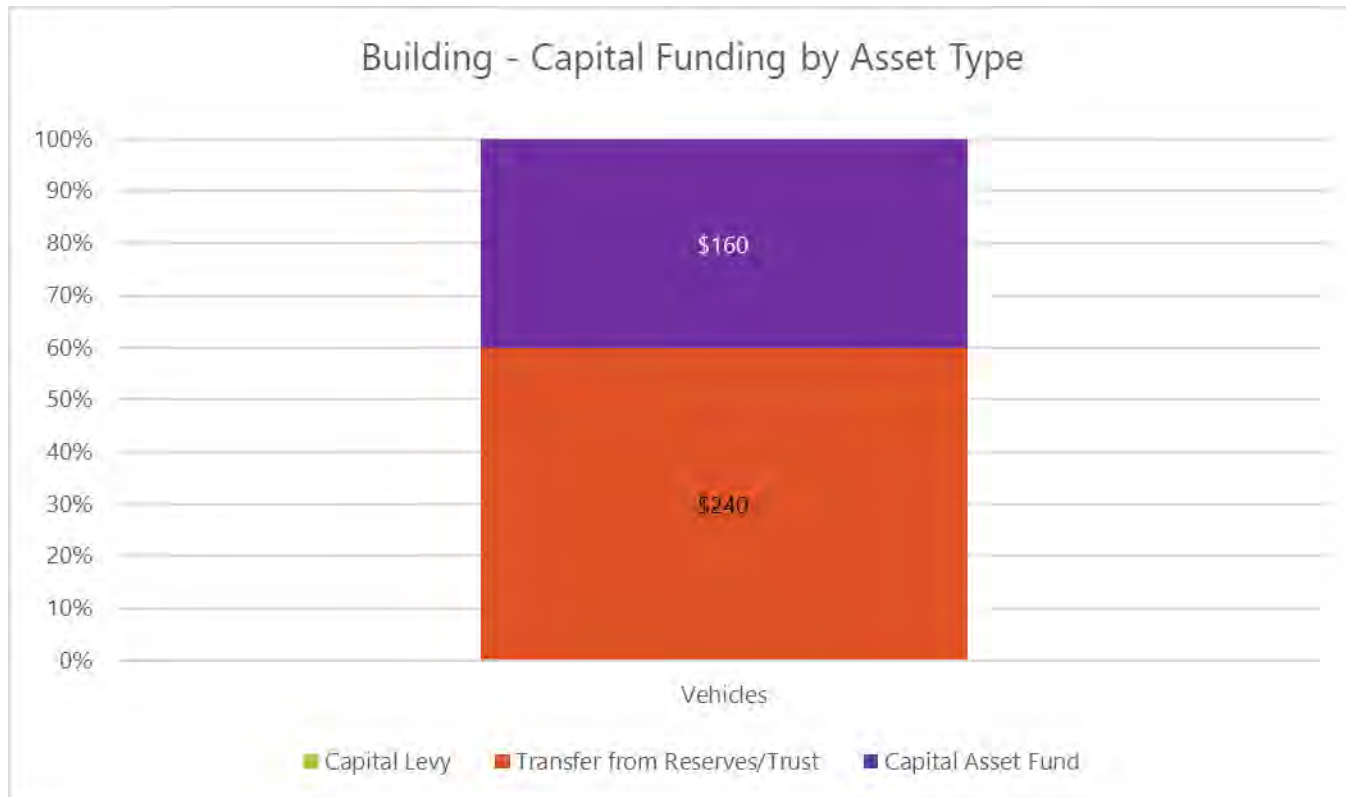
The Building Services Capital Asset Fund is summarized below. It provides a summary of the contributions and planned work for 2023. It reflects costs associated with the replacement of building inspector vehicles.

	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET
<b>Opening Balance</b>	<b>\$127</b>	<b>\$127</b>	<b>\$160</b>	<b>\$160</b>
Contributions				
Transfers from Reserves	\$33	\$33	\$0	\$240
<b>Total Contributions</b>	<b>\$33</b>	<b>\$33</b>	<b>\$0</b>	<b>\$240</b>
Capital Work				
Vehicles	\$0	\$160	\$0	\$400
<b>Total Capital Work</b>	<b>\$0</b>	<b>\$160</b>	<b>\$0</b>	<b>\$400</b>
<b>Ending Capital Asset Fund Balance</b>	<b>\$160</b>	<b>\$0</b>	<b>\$160</b>	<b>\$0</b>

The capital asset fund had an ending balance of \$160,000 in 2022. The entire capital asset fund will be used for the replacement of existing vehicles.

### CAPITAL CONTRIBUTIONS

The graph below provides a summary of how the different asset categories are funded.



An amount is allocated towards the future replacement of vehicles each year from the building reserve fund. No tax levy is applied to the building capital asset fund.

### CAPITAL WORKPLAN

The capital workplan below provides a more detailed overview of the various planned capital projects for 2023 by asset category. Each workplan includes both the 2022 and 2023 Actual and Budget values. The 2023 Actuals reflect activity to the end of June. The right side of each workplan includes status updates for each 2023 project. No comments are included where no work is planned for 2023. Where required additional notes have been added after each workplan, these notes are referenced similar to footnotes after the workplan.

	2022 ACTUAL	2022 BUDGET	2023 ACTUAL	2023 BUDGET	Status
Expenditures					
Vehicles	\$0	\$160	\$0	\$400	To be tendered this summer <sup>1</sup>
<b>Total Work Plan Summary</b>	<b>\$0</b>	<b>\$160</b>	<b>\$0</b>	<b>\$400</b>	

1. Electric vehicles to be tendered. Availability, anticipated delivery date and pricing will be determined through the tender process.



A Community That Grows Together

Report To: Warden Mills and Members of County Council

Meeting Date: July 13, 2023

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**Subject: Appointments to the Dufferin Outdoor Recreation Advisory Team (DORAT)**

**From: Scott Burns, Director of Public Works and County Engineer**

### **Recommendation**

**THAT the report of the Director of Public Works/County Engineer, dated July, 13, 2023, regarding Appointments to the Dufferin Outdoor Recreation Advisory Team (DORAT), be received;**

**AND THAT Darryn Stevenson and Tani Mogensen be appointed to the Dufferin Outdoor Recreation Advisory Team.**

### **Executive Summary**

Council approved restructuring Dufferin Forest Advisory Team to include other recreational assets such as the Dufferin Rail Trail with an expanded term of reference that formally includes recreational uses at the Infrastructure and Environmental Services Committee in March 2023. The new group would become the Dufferin Outdoor Recreational Advisory Team. The group will include users of both the Dufferin Rail Trail and the Dufferin County Forest; and explicit representation would be solicited from the groups/clubs known to be using the Dufferin Rail Trail and the Dufferin County Forest, along with two Community members appointed by Council. This report is recommending two public members, Darryn Stevenson and Tani Mogensen, for appointment.

## Background & Discussion

In 2017, Dufferin County initiated the Dufferin County Forest Advisory Team (DCFAT). The team was created to facilitate direct and ongoing public input to assist in forest management activities. The team has met several times over the years, and it has become clear that significant interest lies specifically with recreational use of forest lands. In line with this and in recognition of the 2022 Dufferin County Outdoor Recreation Plan, which speaks to both the forest lands and the County owned Rail Trail, Council approved an expanded terms of reference and subsequent restructuring of the team.

Advertisements were placed on the various County social media accounts several times, and any applications received for the Dufferin Forest Advisory Team in December were notified of the change in the Terms of Reference and advised of the new deadline. Four applications were received and reviewed by the County Forest Manger, County Clerk and the County Deputy Clerk. Some of considerations while reviewing the applications were:

- whether the applicant was a member of a group that will already have representation on the Team
- work related, community service, academic or volunteer experience

Two individuals were forwarded by the Selection Committee and the names are included in the recommendation.

## Financial, Staffing, Legal, or IT Considerations

There are no financial, staffing, legal or IT considerations.

## In Support of Strategic Plan Priorities and Objectives

***Climate & Environment*** – Enhance and conserve Dufferin’s natural environment

Respectfully Submitted By:

Scott Burns  
Director of Public Works/County Engineer

Reviewed by: Sonya Pritchard, Chief Administrative Officer



A Community That Grows Together

Report To: Warden Mills and Members of County Council

Meeting Date: July 13, 2023

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**Subject: Strategic Plan Monthly Update #1 – Next Steps**

**From: Sonya Pritchard, Chief Administrative Officer**

### **Recommendation**

**THAT the report of the Chief Administrative Officer, dated July 13, 2023, with respect to Strategic Plan Monthly Update #1 – Next Steps, be received;**

**AND THAT a transfer of funds from the Rate Stabilization Reserve in the amount of \$25,000 to support the development of Housing Needs Assessment Study be approved.**

### **Executive Summary**

Moving forward with implementing Strategic Plan 2023-2026 requires a well thought out methodology built on a solid foundation. The plan identifies high-level, interconnected priorities and goals that will be accomplished through a series of initiatives and actions that will be broken down into smaller objectives and key results.

### **Background**

Strategic Plan 2023-2026 was adopted by County Council at the June 8, 2023 meeting following months of background work, consultation, analysis and review. The Plan is a high-level set of interconnected priorities and goals grounded in a clear vision, mission and values supported by the introduction of two new lenses. (See *Strategic Plan at a Glance* attached.)

*Vision – A community that grows together*

*Mission – Providing programs and services that foster a thriving, equitable, and resilient community in an ever-changing world*

*Values – Collaboration, Accountability, Innovation, Compassion, and Courage  
Lenses – Equity and Climate*

This plan requires coordination across departments and with external stakeholders. Many of the goals and identified actions do not belong to a specific department. As such, there must be a clear understanding of who is responsible for each step, regular open communication, robust documentation, and ongoing assessment of progress.

## **Discussion**

### Implementation Methodology

#### *Taking an Iterative Approach*

Implementation of initiatives in the Plan must be deliberate and intentional, with opportunities to constantly review, evaluate and then plan for the next step. To accomplish this, an iterative approach to implementation is proposed. This will see each goal/action being broken down into smaller short-term Objectives and Key Results (OKR). These outcomes will then be used to develop the next round of OKRs which will allow steady progress towards the identified strategic goal. OKR is a goal setting framework used to define objectives with measurable results and milestones. OKRs cascade from organization wide, to department and team level. This approach allows us to ensure there is collective effort to continually learn and refine the process.

#### *Foundational Pieces*

Given the scope of the Plan and the tremendous breadth of the priority areas and identified goals, it is not possible to tackle everything at the same time. This means items must be prioritized and some foundational pieces completed first. These foundational pieces include:

1. Developing an Engagement Framework – to support the ongoing need to engage with staff, stakeholders, and the community. Engagement is a key step to advancing many of the identified goals. (See *Overview of an Engagement Framework* attached)
2. Developing Guidelines to support the application of the lenses – to further the overarching principles of climate action and advancing equity requires clearly articulated processes with their own specific Objectives and Key Results. (See *Overview of Climate Lens and Overview of Equity Lens* attached)

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To implement these foundational pieces and achieve the intended results will require investment to build capacity. Like other elements of the Plan, this process will be iterative and will evolve over time.

### *Building on Previous Work*

Several of the goals included in the Plan already have supporting plans that are in place or are in development. Ongoing work detailed in these plans, such as the Climate Action Plan, Tourism Strategy, Long-term Waste Strategy, and Equity Strategy (in the final stages of development) will continue. The same iterative approach outlined above will apply to ensure the initiatives in these plans continue to support the overarching priority areas and identified goals.

### *Prioritizing What Comes First*

The priorities, goals, and initiatives in the Plan are all important and they all need to move forward. It is simply not possible for everything to commence right away. A prioritization of actions is necessary. This does not mean that multiple pieces of the Plan won't move ahead at the same time. In fact, because the goals in the Plan are so interconnected, there are several pieces of work that when completed will advance multiple priorities. Therefore, one of the primary criteria to determine which piece to tackle first should be to identify actions that will benefit multiple priorities. A more detailed prioritization framework will be provided in the next monthly update in September for Council consideration.

### *Measuring Success*

Measuring success is key to any plan. Many of the measures included in the Plan are high level and aspirational. As the goals are broken down into smaller objectives, more specific measurements of success or key results will be identified. Over time, the cumulative impact of the key results will build toward the broader measures. Measuring success needs to ultimately focus on outcomes or impact. However, it is also important to measure and understand the outputs, or activities required to make progress.

### Embedding the Values

The priorities and goals in the Strategic Plan identify what should be done and the proposed methodology speaks to the technical - how things should be done. While the values - Collaboration, Accountability, Innovation, Compassion, and Courage - create the core of why these priorities are important and how we do the work. Embedding the values into decision making and using them to guide our actions will not only support the work in the Plan but will serve to build a stronger corporate culture and identity. Leaders across the organization will be incorporating discussions about the values and



how they impact day to day work. The values will be prominent on all forms, reports, and correspondence, creating a visual reminder that the values should always act as our compass.

#### The Need for Timely and Accurate Data

Timely and accurate data is necessary for good decision making. Although the County currently creates and has access to considerable amounts of data, there are numerous gaps. Dufferin specific data is not always collected or is not available. In addition, much of the data that is available would benefit from more detailed and enhanced analysis. Over the next several months staff will work to identify some of these data gaps and some possible solutions. Additional investment in this area will be necessary.

#### Advocacy

Many of the priorities and goals in the Plan extend beyond the scope of County authority and can only be advanced with collaboration, partnership and support from other agencies and levels of government. Advocacy will be a key part of advancing the Plan. Advocacy is most effective when it is targeted, specific and supported by data. Over the next several months, staff will develop a high-level Advocacy Action Plan that will then become more detailed as initiatives get underway. As new OKRs are developed to support each goal, they will need to identify specific items that would benefit from advocacy. In this way, the Advocacy Action Plan can be refreshed and updated on a regular basis.

#### Reporting

Regular reporting is a necessary component of moving the Plan forward. Ongoing updates and communication are fundamental components of the proposed iterative approach to implementation. This approach will require on-going decisions around priorities and next steps. A monthly report to County Council is proposed. In addition, links to strategic priorities will be incorporated into all Council reports. Ongoing communication with staff will also be a key to ensure everyone is aware of work happening across the organization and how it impacts different divisions and teams. Partner and community reporting will also be developed.

An important function of reporting is accountability. Efforts are currently underway to utilize tools and templates that support the OKR approach. These provide ongoing insight into how specific objectives are progressing or challenges that may be encountered. Increasing transparency in this way supports accountability and collaboration.

**Next Steps**

Foundational Pieces

Over the next several months several actions are required to develop the foundational pieces that support the priorities and goals.

<b>Foundational Work</b>	<b>Timeline</b>
Develop Engagement Framework	Fall 2023
Build Climate Lens Guideline – Phase 1	Fall 2023
Build Equity Lens Guideline – Phase 1	Fall 2023
Create Prioritization Framework	September 2023
Identify Data Gaps – Phase 1	Fall 2023-Winter 2024
Create Advocacy Action Plan – Phase 1	September 2023
Develop Strategic Plan Reporting Templates	September 2023
Implement OKR Framework	Fall 2023-Winter 2024

Other foundational components may be identified as the work moves forward. In addition, work relating to specific goals and previously approved plans is underway.

Housing

It is likely that the goal to Increase affordable and attainable housing options will be a top priority. It will not be possible to address all aspects of this problem and narrowing the focus to determine where the County can have the most impact is an important next step. To do that requires an accurate analysis of the current local situation using the best data available. With that in mind, gathering data and identifying gaps in this area is underway. To further support this work, it will be necessary to complete a Housing Needs Assessment which will require external consulting expertise. Samples of assessment from other municipalities have been reviewed and it is expected this work can be completed for about \$25,000.

**Financial, Staffing, Legal, or IT Considerations**

As work to implement the Strategic Plan gets underway, there will additional investment required to create the foundational pieces, to build capacity, to improve data collection and analysis, and to ensure robust reporting. Advancing each priority, goal and initiative will require resources and financing. These items will be incorporated into the annual budgeting process and longer-term financial plans and asset management plans.

In the immediate future, funds of approximately \$25,000 will be required to complete the Housing Needs Assessment Study.

Respectfully Submitted By:

Sonya Pritchard  
Chief Administrative Officer

Attachments:

- Strategic Plan at a Glance
- Engagement Framework Overview
- Climate Lens Overview
- Equity Lens Overview

# STRATEGIC PLAN AT A GLANCE

## Vision

A community that grows together.

## Mission

Providing programs and services that foster a thriving, equitable and resilient community in an ever-changing world.

## Values

Collaboration | Accountability | Innovation | Compassion | Courage

EQUITY	 <b>Climate &amp; Environment</b>	<ol style="list-style-type: none"><li>1. Establish the County as a leader in climate action.</li><li>2. Enhance and conserve Dufferin's natural environment.</li></ol>	CLIMATE
	 <b>Community</b>	<ol style="list-style-type: none"><li>1. Increase affordable and attainable housing options.</li><li>2. Support community well-being and safety through collaboration and partnerships.</li><li>3. Explore opportunities to improve access to healthcare services.</li></ol>	
	 <b>Economy</b>	<ol style="list-style-type: none"><li>1. Advance County-wide economic development workforce development.</li><li>2. Improve broadband and cellular connectivity.</li></ol>	
	 <b>Governance</b>	<ol style="list-style-type: none"><li>1. Identify opportunities to improve governance and service delivery.</li><li>2. Improve the County's internal and external communication.</li></ol>	
	 <b>Equity</b>	<ol style="list-style-type: none"><li>1. Align programs, services and infrastructure with changing community needs.</li><li>2. Ensure the County is an inclusive, equitable, and supportive Employer of Choice.</li></ol>	

## Engagement Framework Overview

### Purpose

The purpose of an Engagement Framework is to identify the different types of engagement and when it is appropriate to employ each type based on the desired outcome or goal. The International Association of Public Participation has developed a Spectrum of Participation that is widely adopted and is quickly becoming an international standard.

	inform	consult	involve	collaborate	empower
Public Participation Goal	To provide the public with balanced and objective information to assist them in understanding the problems, alternatives and/or solutions.	To obtain public feedback on analysis, alternatives and/ or decision	To work directly with the public throughout the process to ensure that public issues and concerns are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision-making in the hands of the public.
Promise to the Public	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and provide feedback on how public input influenced the decision.	We will work with you to ensure that your concerns and issues are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to you for direct advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.
Example Tools	<ul style="list-style-type: none"> <li>• Fact sheets</li> <li>• Websites</li> <li>• Open houses</li> </ul>	<ul style="list-style-type: none"> <li>• Public comment</li> <li>• Focus groups</li> <li>• Surveys</li> <li>• Public meetings</li> </ul>	<ul style="list-style-type: none"> <li>• Workshops</li> <li>• Deliberate polling</li> </ul>	<ul style="list-style-type: none"> <li>• Citizen Advisory committees</li> <li>• Consensus-building</li> <li>• Participatory decision-making</li> </ul>	<ul style="list-style-type: none"> <li>• Citizen juries</li> <li>• Ballots</li> <li>• Delegated decisions</li> </ul>

Developing a Local Framework will be based on the standard spectrum and include additional detail on information to assist staff in the engagement process and to make it clear to stakeholder how and when different types of engagement will be utilized.

## **CLIMATE LENS OVERVIEW**

### **Summary Statement**

Integrating a climate lens into our municipal decision-making processes is vital for promoting sustainability, resilience, and responsible governance. By incorporating climate considerations, we can mitigate climate impacts, enhance community well-being, and create a more sustainable future for Dufferin County. The successful implementation of a climate lens will require resources, collaboration, and ongoing commitment. Together, we can lead by example and inspire other municipalities to prioritize climate action and achieve meaningful sustainability outcomes.

It is important to acknowledge that integrating a climate lens into our decision-making processes requires comprehensive changes across all departments. While the previous statement emphasized the benefits of implementation, it is crucial to highlight the need for increased capacity throughout the organization.

Recognizing the level of change required, it is imperative to ensure that the integration of a climate lens does not become an additional burden on existing workloads. Proper resourcing becomes critical in this regard. Adequate funding, staff training, and access to necessary tools and expertise are essential to effectively implement the climate lens and avoid overwhelming existing workflows.

By addressing the need for increased capacity and proper resourcing, we can emphasize the importance of committing adequate resources to support the successful integration of a climate lens. This will enable our organization to navigate the complexities of climate-related decision-making and make meaningful progress towards sustainability and resilience goals.

### **Purpose of a Climate Lens**

The purpose of a climate lens is to systematically consider the implications of our decisions on climate change. It enables us to assess the greenhouse gas emissions, energy consumption, and resource use associated with our policies, plans, and projects. By incorporating a climate lens, we can identify opportunities to reduce emissions, enhance climate resilience, and contribute to a more sustainable future.

## **Benefits of Using a Climate Lens**

The benefits of utilizing a climate lens are significant. By considering climate change in our decision-making processes, we can:

- Mitigate the impacts of climate change by reducing greenhouse gas emissions and promoting sustainable practices
- Enhance climate resilience by identifying vulnerabilities and integrating adaptation measures into our policies and projects
- Improve resource efficiency and reduce costs through the adoption of sustainable and energy-efficient solutions
- Foster community engagement and collaboration, as climate-related issues are increasingly important to our residents and stakeholders

## **Implementation of a Climate Lens**

To effectively use a climate lens:

- Integrate climate considerations into existing decision-making frameworks, such as strategic plans, policies, and project evaluations
- Develop clear guidelines and criteria for assessing the climate impact of proposed initiatives
- Provide training and resources to staff and decision-makers to enhance their understanding of climate-related issues and their ability to apply the climate lens effectively
- Establish partnerships with external experts, research institutions, and community organizations to access expertise and data necessary for informed decision-making
- Regularly monitor and evaluate the effectiveness of the climate lens in driving sustainable outcomes and adjust the approach as needed

## **Potential Resources Required**

Implementing a climate lens may require additional resources, including:

- Funding for training programs and capacity building initiatives to ensure staff and decision-makers have the necessary knowledge and skills
- Access to climate data, research, and modeling tools to inform decision-making processes

- Collaboration with external partners and experts to leverage their expertise and support the integration of the climate lens
- Ongoing monitoring and evaluation mechanisms to assess the effectiveness of the climate lens and identify areas for improvement



## EQUITY LENS

### **Summary Statement**

An equity lens is a process for analyzing or diagnosing the impact of the design and implementation of policies and programs on under-served individuals and groups that experience marginalization, and to identify, mitigate and potentially eliminate systemic barriers. It is explicit in drawing attention to the inclusion of marginalized populations, typically communities of color, Indigenous peoples, 2SLGBTQ+ communities, etc., and can be adapted to focus on other communities.

Applying an equity lens also disrupts and challenges the idea of neutrality. A common belief is our policies, procedures, practices and organizational culture are all created neutrally and were not developed with any inherent bias. Using an equity lens helps to disrupt and challenge the idea of neutrality by examining who created the policy, program, procedure, etc., and identifies the impact that it has on various groups.

For example, the County of Dufferin applied an equity lens by conducting an equity audit in 2022. Understanding that not all groups are experiencing the organization the same way and that our policies and procedures can and do have negative impacts on certain groups, we set out on an exercise to learn what those different experiences are, what groups are most negatively affected and to identify what policies require revisions in order to be more inclusive. Additionally, the equity audit helped us to determine where gaps exist and policy is required to be developed.

### **Purpose of an Equity Lens**

The purpose of an equity lens is to be deliberately inclusive as an organization. It helps decision makers focus on equity in both their processes and outcomes, with an emphasis on outcomes. It is important to note we use an equity lens to address systemic and structural barriers to groups that experience marginalization. It is important to note we use an equity lens to address systemic and structural barriers to groups that experience marginalization and not due to any unfounded or false beliefs that marginalized groups are deficient in anyway.

### **Benefits of Using an Equity Lens**

There are many benefits to County of Dufferin for applying an equity lens to all of the work we do;

- Discover areas of disparate and disproportional outcomes and allow the County to take the necessary steps to address these areas
- Organizations that are able to successfully apply and implement an equity lens to all of their major functions perform better than organizations that do not
- Help to prevent litigation or human rights claims against the County
- Aid to enhance the feeling of inclusion and belonging amongst staff
- Support recruitment and retention efforts

An equity lens forces us to ask critical questions. The lens questions are designed to create a more inclusive perspective, drawing attention to how the decision holds potential to affect marginalized groups. An equity lens will not tell you what action to take but will inform the next steps. The equity lens helps you discuss and reflect on the equitableness of the action and decision-making process.

Equity lenses can be customized for different organizations and decisions. The standard elements, however, ask for the decision makers to consider equity dimensions of involvement, where does power reside, process, values, assumptions and outcomes, from a perspective that highlights how practices hold potential to shift power toward equity.

### **Implementation of an Equity Lens**

Implementing an equity lens is not easy work, it requires commitment from the highest levels of the organization and a clearly articulated mandate to the entire organization that this is a practice that all are required to engage with. An Equity lens must be embedded into all major corporate and strategic plans. Successful implementation of an equity lens will also require proper accountability, tracking and measurement frameworks to be put in place. Lastly, successful implementation will require the County to reward staff and departments that actively engage and utilize an equity lens. Conversely, the County will need to be prepared to address staff and departments that demonstrate that they are actively and intentionally resistant to applying an equity lens.

These questions are a sample and are designed to get you thinking about equity from the start of the process. By considering equity in our decision-making processes, we ask:

- What is the policy, program or decision under review?
- What group(s) experience disparities related to this policy, program or decision? Are they at the table? (If not, why?)
- How might the policy, program or decision affect the group(s)? How might it be perceived by the group(s)?

- Does the policy, program or decision improve, worsen, or make no change to existing disparities?
- Does the change result in systemic change that addresses systemic discrimination?
- Does the policy, program, or decision produce any intentional benefits or unintended consequences for the affected group(s)?
- Does the policy, program or decision produce any intentional benefits or unintentional benefit to privileged groups?
- Based on the above responses, what are the possible revisions to the policy, program, or decision under review or being developed?

### **Potential Resources Required**

Implementation will also require the following resources;

- The adequate people and financial resources
- Adequate training and professional development opportunities
- Access to content area experts and the most recent research on best practices
- Support to test approaches, learn from failures and try again
- Time to properly assess and develop new approaches, policies and programs



A Community That Grows Together

Report To: Warden Mills and Members of County Council

Meeting Date: July 13, 2023

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**Subject: Monthly Update from Outside Boards**

**From: Sonya Pritchard, Chief Administrative Officer**

### **Recommendation**

**THAT the report of the Chief Administrative Officer, dated July 13, 2023, with respect to Reports from Outside Boards, be received.**

### **Executive Summary**

This report provides Council with an update of activities from outside boards and agencies, for information purposes.

### **Background & Discussion**

#### **Wellington Dufferin Guelph Health Unit**

Representative(s): Councillor Guy Gardhouse and Ralph Manktelow

Meeting date: June 7, 2023

Highlights: The Board received a report about the Healthy Babies Healthy Children (HBHC) Program. The HBHC program is mandated by the Ontario Public Health Standards and the HBHC Program Protocol, 2018, which provides direction for operationalizing the specific program requirements. The program is 100% funded by the Ministry of Children, Community and Social Services (MCCSS). The Wellington-Dufferin-Guelph (WDGPH) HBHC program is offered to prenatal families and newborns up to the transition to school.

Attached: [Board of Health Agenda – June 7, 2023](#)

### **Niagara Escarpment Commission (NEC)**

Representative(s): Councillor Janet Horner

Meeting date: June 15, 2023

Highlights: The Commission was presented with a report: "Notice of Application for Judicial Review regarding the process related to Niagara Escarpment Plan Amendment PW 218 20 (Columbia Northcliffe Campus Inc., 574 Northcliffe Drive, City of Hamilton)".

Attached: [Commission Meeting Agenda – June 2023](#)

### **Dufferin Board of Trade (DBOT)**

Representative(s): Councillor James McLean

Highlights: DBOT is hosting they annual Play Local Golf Tournament on August 24, 2023 at Shelburne Golf and Country Club.

Attached: Dufferin Board of Trade Monthly Email – May 2023

### **Headwaters Communities in Action (HCIA)**

Representative: Councillor Philip Rentsch

Highlights: HCIA finalizes Theory of Change, prepares for year-end June 30, Leadership Council met June 28; CSWB Integration Table met June 29; HFFA Hub met June 9, Lavender Social fundraiser July 20, F2S Learning Circle grant ends and Community Connectors pause for summer; Volunteer Dufferin prepares for Rogers TV show, develops Boardward Bound program, increases community presence and plans technology upgrades; DC MOVES met June 28; DCEC food subcommittee assesses ideas to alleviate food insecurity. DC Strategic Plan 2023-2026 reviewed and preliminary alignments noted with HCIA projects.

Attached: Headwaters Communities in Action Meeting Report – June 2023

### **Western Ontario Wardens' Caucus (WOWC)**

Representative(s): Warden Wade Mills, Chief Administrative Officer Sonya Pritchard

Highlights: The Caucus met on June 9, 2023, at the Wellington County offices in Guelph. The Caucus received presentations from the Nuclear Innovation Institute (NII) and Community Futures West. NII is an independent non-profit capitalized by the private sector to raise awareness and increase the pace of innovation and performance in the nuclear industry. Community Futures shared information on programs and the impact of the network in 2022 with a primary focus on loans for small businesses. In 2022 2,328 loans valued at \$23.4 million were provided across the region.

The Caucus also received several staff reports. In the Administration report it was noted that the process to register the Caucus as a non-profit with CRA is underway, Lambton will not provide HR/payroll support for all WOWC staff members and Haldimand County will be attending the remainder of the 2023 meetings as they weigh joining the Caucus as full members. The Executive Director delivered a report proposing a future project to be a delivery partner for funding an upskilling program for the region. This project supports the Caucus's Workforce development priority.

The Caucus discussed a report from the Executive Director on the proposed Provincial Policy Statement. Members expressed serious concern with several policy changes including lot creation and settlement boundary expansion and directed staff to provide comments to the province.

### **SWIFT Board of Directors**

Representative: Councillor Chris Gerrits

### **Financial, Staffing, Legal, or IT Considerations**

There are no financial, staffing, legal or IT considerations.

## **In Support of Strategic Plan Priorities and Objectives**

**Governance** - identify opportunities to improve governance and service delivery/  
improve the County's internal and external communication

Respectfully Submitted By:

Sonya Pritchard  
Chief Administrative Officer



## REPORT TO COUNCIL

### Headwaters Communities in Action

Representative: Councillor Philip Rentsch  
Meeting report of June 2023

**Highlights:** HCIA finalizes Theory of Change, prepares for year-end June 30, Leadership Council met June 28; CSWB Integration Table met June 29; HFFA Hub met June 9, Lavender Social fundraiser July 20, F2S Learning Circle grant ends and Community Connectors pause for summer; Volunteer Dufferin prepares for Rogers TV show, develops Boardward Bound program, increases community presence and plans technology upgrades; DC MOVES met June 28; DCEC food subcommittee assesses ideas to alleviate food insecurity. DC Strategic Plan 2023-2026 reviewed and preliminary alignments noted with HCIA projects.

### **Primary Activities:**

#### **HCIA Partnership Agreement**

##### **HCIA Admin:**

##### **Executive Director, Jennifer Payne**

- HCIA Leadership Council and staff finalized Theory of Change at Leadership Council meeting June 28. LC asked to review and discuss new Dufferin County Strategic Plan.
- Fundraising, administrative, project management and communications support for projects.
- Community Safety and Well-Being Integration Table published Year 2 Annual Report and welcomed new members at our meeting June 29: new members represent the OHT, additional County departments (Economic Development, People and Equity and Climate Action) as well as Public Health. Survey design feedback received and an engagement plan is being drafted for the next revision of the report for 2025-2028.
- Prospective engagements:
  - HCIA invited to consult with the ROI Rural Community Wellbeing Data Portal project Phase 2.
  - HCIA/HFFA invited to partner on Circles program and community services hub vision, via Heather Hayes.
- The current HCIA-Dufferin County partnership agreement expires December 31, 2023. HCIA ED Jennifer Payne will connect with County CAO Sonya Pritchard to discuss prospective partnership opportunities and renewal terms over the summer. HCIA serves a unique role in the community and, along with our hosted projects, our work supports all Priority Areas and several Goals, Actions and Measures under the new Dufferin County Strategic Plan (DCSP) including Community Safety and Wellbeing (HCIA), Community (HCIA, all projects), Equity (DC MOVES / DCEC, Volunteer Dufferin and HCIA), Governance (DC Community Grants), Economy and Climate & Environment (HFFA).
- [headwaterscommunities.org](http://headwaterscommunities.org)

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**Our Vision:** *Engaged citizens shaping a vibrant, sustainable, and resilient community together.*



**PROJECT NEWS:**

- **Dufferin County Community Grants:** **Coordinator, Jennifer Payne**
  - Preparation for 2024 will begin with discussion of program/stream changes for suggestion in advance of next budget and assessment of potential new grant management software.
  - DCSP: This program supports goals and actions under the Community, Governance and Equity Priority Areas.
  - [headwaterscommunities.org/community-grants](https://headwaterscommunities.org/community-grants)
  
- **Volunteer Dufferin:** **Coordinator, Sheralyn Roman**
  - Current stats from portal: 2,515 individuals; 169 organizations; 65 active opportunities
  - Boardward Bound launched with program development participants June 19. Next meeting July 10. Seats still available for youth (+/- 18-29), seniors (55+) and organizations in need of board members and the youth voice. Initial conversation was great and all members are excited to move this forward.
  - Funded project to support technology and process improvements initiated with vendor assessments.
  - Hosted table at UGDSB Community Fair at CDDHS June 7, promoting 38 open opportunities to students requiring 40-hours to graduate.
  - Exploring opportunity for an episode on Rogers TV over summer, and prospective 12-part series for next year.
  - Advisory group met May 31
  - Sheralyn continues to make connections with organizations and volunteers out in the community through in-person events (e.g. careers fairs, visits with agencies) and presentations as well as virtual meetings and webinars.
  - DCSP: Volunteer Dufferin aligns with the Priority Areas of Community and Equity (Goals and Lens); and with Actions involving newcomer services, age-friendly community support, grants and capacity building through partnerships.
  - [volunteerdufferin.ca](https://volunteerdufferin.ca)
  
- **HFFA + Farm to School:** **Co-Chairs Bob Megens, Marci Lipman**  
**F2S Coordinator (outgoing), Nicole Hambleton**
  - 2023 Headwaters Farm Fresh guide published in June print issue of In The Hills magazine and online at [headwatersfarmfresh.ca](https://headwatersfarmfresh.ca)
  - HFFA Hub met June 9 and discussed progress on the Headwaters Food Charter goals and actions; Ontario Bill 97; emerging need with land owners looking for farmers; fundraising event: Lavender Social: Sip, Savour and Stroll at Hereward Farms July 20 6-9pm. Tickets only \$40 at: <https://checkout.square.site/buy/APXW3KEND73OLQ2CG3ACIMLS>
  - Farm to School
    - Program Coordinator Nicole Hambleton is stepping down from HFFA after 9 years volunteering, coordinating and championing Farm to School in Dufferin-Caledon. The extended HCIA-HFFA family is grateful for her contributions and we wish her well in her next adventure. Betty Harmathy will be Interim Lead for Community Connectors.

- As the formal Headwaters Learning Circle project concludes at the end of June (read about the [full journey here](#)), the resulting Community Connectors program lists many accomplishments this school year: 9 schools added to the national F2S map; 15+ local schools assisted in facilitating activities including the You're the Chef program, school veg trugs and community garden support including summer maintenance plans, indoor growing stations, 1,230 apples supplied for Great Big Crunch, salad bar advice, garden grant and fundraising assistance, and Farm to School Workshops. See the project [video here](#).
  - HFFA - DCEC Health Equity Working Group, Food Subcommittee collaboration continues, informed by VOICES of Lived Experience Dufferin and partnering with WDG Public Health and HOH-OHT. Top-ranked actions are being assessed and shared with appropriate partners.
  - DCSP: HFFA supports Priority Areas, Goals and Actions under Economy, Climate & Environment, Equity and Community.
  - [hffa.ca/farmtoschool](http://hffa.ca/farmtoschool)
  - [headwatersfarmfresh.ca](http://headwatersfarmfresh.ca)
  - [headwatersfoodandfarming.ca](http://headwatersfoodandfarming.ca)
- **DC MOVES** (Partnership under Community Services) **Coordinator, Elaine Capes**
  - DC MOVES Leadership Table met June 13.
  - June 28 Forum held at Horse Spirit Connections: a network map was reviewed and added to with the idea that it will be utilized for creating deeper awareness of service agencies, programs and collaborations with the DCEC and DC MOVES participants for enhancing content and determining gaps.
  - Recreating DC MOVES: VMV + Goals continue to be reviewed using the Catalytic Thinking framework.
  - DC MOVES What's On The Moves e-newsletters and Did You Know bulletins continue to keep the network informed and connected. Website improvements are in progress.
  - DCEC Report to Community 2022-23 being submitted to County Council.
    - Housing & Homelessness Working Group participating as Lead Table on CSWB Integration Table.
    - VOICES Of Lived Experience Dufferin group continues to develop a framework and consult on community priorities, facilitated by Coordinator Siobhan Bonisteel. Selected name, developed new logo, and web page with consultation request form is under development.
    - Health Equity Work Group's Food Subcommittee (with HFFA) and Period Products Subcommittee have both benefited from VOICES consultation.
  - Continued participation in communities of practice (e.g. Communities Ending Poverty; Creating the Future) and various professional development/training and networking opportunities.
  - DCSP: DC MOVES is named specifically as an example of a collaborative community partner in the new DC Strategic Plan and supports Equity, Community and Economy Priority Areas.
  - [dcmoves.org](http://dcmoves.org)
  - [dcec.ca](http://dcec.ca)



**ADR**  
CHAMBERS

Integrity Commissioner Office  
for Dufferin County

**CHARLES A. HARNICK**  
Integrity Commissioner  
Dufferin County  
Email: [integrity@adr.ca](mailto:integrity@adr.ca)

June 8, 2023

Sent by e-mail to:

**Michelle Dunne**  
County Clerk  
Dufferin County  
[mdunne@dufferincounty.ca](mailto:mdunne@dufferincounty.ca)

**Re: File No.: IC-23915-0423: Dufferin County - Integrity Commissioner Annual Report-  
Operating Period April 8, 2022, to April 7, 2023.**

---

Dear Ms. Dunne:

Thank you for the opportunity to act as the Integrity Commissioner (or “IC”) for Dufferin County (the “County”) over the past year. In accordance with the terms of our agreement with the County, and pursuant to section 223.6(1) of the *Municipal Act*, 2001, we are providing our annual report for the operating period of April 8, 2022, to April 7, 2023.

As you know, the IC’s role is to help Members of Council (“Members”) ensure that they are performing their functions in accordance with the County’s Code of Conduct (“the Code”), and the *Municipal Conflict of Interest Act* (“MCIA”). The Integrity Commissioner is available to educate and provide advice to Members on matters governing their ethical behaviour and compliance with the Code and the MCIA.

The Integrity Commissioner is also responsible for receiving, assessing, and investigating appropriate complaints respecting alleged breaches of the Code or the MCIA.

### **Code of Conduct Complaints**

During this operating period, the Integrity Commissioner received no Code of Conduct complaints.

### **Requests for Advice**

During this operating period, the Integrity Commissioner received no requests for advice.

### **Education**

During this operating period, the Integrity Commissioner presented an education seminar to Council about the Code of Conduct and the role of the Integrity Commissioner.

### **Billing**

A summary of billing for the year is included in this report as Appendix 1.

### **Final Comments**

I look forward to assisting the Municipality and its Members of Council in contending with the issues that may arise in connection with the administration of its Code in the coming year.

Yours truly,

A handwritten signature in blue ink, appearing to read "Charles A. Harnick".

Charles A. Harnick  
Integrity Commissioner for Dufferin County

**APPENDIX 1**  
**Summary of Billing**

Billing for the year to date has totaled **\$4,294.00**, as detailed below.

<b>Invoice Number</b>	<b>Date</b>	<b>Fees</b>	<b>HST</b>	<b>Total</b>
<b>8272</b>	06/06/2022	\$2,000.00	\$260.00	\$2,260.00
<b>8470</b>	12/08/2022	\$1,800.00	\$234.00	\$2,034.00
<b>TOTAL</b>		<b>\$3,800.00</b>	<b>\$494.00</b>	<b>\$4,294.00</b>



*The Corporation of*

**THE TOWNSHIP OF MELANCTHON**

157101 Highway 10, Melancthon, Ontario, L9V 2E6

Telephone - (519) 925-5525

Fax No. - (519) 925-1110

Website: [www.melancthontownship.ca](http://www.melancthontownship.ca)

Email: [info@melancthontownship.ca](mailto:info@melancthontownship.ca)

May 23, 2023

To: County of Dufferin  
Town of Grand Valley  
Town of Mono  
Town of Orangeville  
Town of Shelburne  
Township of Amaranth  
Township of East Garafraxa  
Township of Mulmur

Dear Sirs/Madams:

**Re: Fire Prevention and Protection Services**

At the meeting of Council held on May 18, 2023, the following motion was introduced and passed:

*Moved by White, Seconded by Moore*

**Be it resolved that:** "Whereas municipalities are required to provide appropriate, sustainable fire prevention and protection services to its residents;

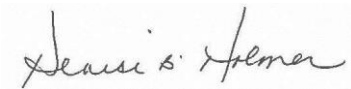
And Whereas municipalities within Dufferin County rely on fire prevention and protection services from multiple fire services with varying service levels;

And Whereas avenues for potential collaboration between fire departments and other emergency first responders have not been studied or identified to the eight local tier municipalities;

Therefore be it resolved that Melancthon Township Council request the County of Dufferin engage subject matter experts and support a study on fire prevention and protection services in Dufferin County, and supply a report that details options and recommendations for the appropriate provision of fire prevention and protection services across Dufferin County. And further that funds for the study be taken from the County of Dufferin's emergency management preparedness reserve.

And further that this motion be forwarded to all Dufferin County municipalities, as well as Dufferin County Council for support, and all local tier Fire Department Boards of Management and Advisory Boards for information." **Carried.**

Yours truly,

A handwritten signature in cursive script that reads "Denise B. Holmes". The signature is written in black ink on a light-colored background.

Denise B. Holmes, AMCT  
CAO/Clerk

- c. Grand Valley and District Fire Board of Management
- Mulmur Melancthon Fire Board of Management
- Orangeville Fire Service Advisory Committee
- Shelburne and District Fire Board of Management
- Rosemont District Fire Board of Management

## Michelle Hargrave

---

**From:** Nicole Hill <nhill@sdfd.ca>  
**Sent:** Tuesday, June 13, 2023 12:54 PM  
**To:** jwilloughby@shelburne.ca; dholmes@melanctontownship.ca; tatkinson@mulmur.ca;  
fred.simpson@townofmono.com; nmartin@amaranth.ca; Clerk; Roseann Knechtel;  
mail@townofgrandvalley.ca  
**Subject:** Shelburne & District Fire Board Resolution

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the contents to be safe.

Hello,

The Following Resolution was passed at the June 6<sup>th</sup> Shelburne & District Fire Board meeting:

Moved By: W. Mills

Seconded By: J. Horner

BE IT RESOLVED THAT:

The Resolution from the Township of Melancthon RE: Fire Prevention and Protection Services be received and supported in principle;

AND THIS be forwarded to Municipalities, County and Fire Boards.

**Carried**



**Nicole Hill**

Secretary/Treasurer

Tel: (519) 925-5111

Shelburne & District Fire Board

114 O'Flynn Street

Shelburne, ON L9V 2W9 | [nhill@sdfd.ca](mailto:nhill@sdfd.ca)



## Michelle Hargrave

---

**From:** Michelle Dunne  
**Sent:** Tuesday, June 20, 2023 9:21 AM  
**To:** Michelle Hargrave; Rebecca Whelan  
**Subject:** FW: Melancthon Council Motion - Fire Prevention and Protection Services in Dufferin County

---

**From:** Jennifer E. Willoughby <jwilloughby@shelburne.ca>  
**Sent:** Tuesday, June 13, 2023 9:55 AM  
**To:** Denise Holmes <dholmes@melancthontownship.ca>; Michelle Dunne <mdunne@dufferincounty.ca>; Meghan Townsend <mtownsend@townofgrandvalley.ca>; Fred Simpson <fred.simpson@townofmono.com>; Carolina Khan <ckhan@orangeville.ca>; Nicole Martin <nmartin@amaranth.ca>; Jessica Kennedy <jkennedy@eastgarafra.ca>; Tracey Atkinson <tatkinson@mulmur.ca>  
**Cc:** 'hsnider@townofgrandvalley.ca' <hsnider@townofgrandvalley.ca>; Heather Boston <hboston@mulmur.ca>; 'amillinercowan@orangeville.ca' <amillinercowan@orangeville.ca>; Nicole Hill <nhill@sdfd.ca>; rsnyder@sdfd.ca; Alice Byl <abyl@shelburne.ca>  
**Subject:** RE: Melancthon Council Motion - Fire Prevention and Protection Services in Dufferin County

Good Morning

The following resolution was passed at last night's Council meeting in response to the motion from Melancthon Council:

Motion # 9

Moved By Deputy Mayor Hall  
Seconded By Councillor Fegan

THAT Council supports the resolution from the Township of Melancthon regarding Fire Prevention and Protection Services.

CARRIED, W. Mills

Thank You

**Jennifer Willoughby, Director of Legislative Services/Clerk**  
**Phone: 519-925-2600 ext 223 | Fax: 519-925-6134 | [jwilloughby@shelburne.ca](mailto:jwilloughby@shelburne.ca)**  
**Town of Shelburne | 203 Main Street East, Shelburne ON L9V 3K7**  
**[www.shelburne.ca](http://www.shelburne.ca)**

Town Hall will be open to the public Monday to Friday from 8:30 am to 12:00 pm and 1:00 pm and 4:30 pm. The office will be closed between 12:00 pm to 1:00 pm. There will be no public access to Town Hall each day from 12:00 pm to 1:00 pm.

We are encouraging everyone to continue to take advantage of digital processes. The best way to reach staff is by email. You can pay your bills online by visiting our webpage [Paying My Bills](#). Appointments at Town Hall are available upon request. You can request an appointment by visiting [Save my Spot](#) on our website.

---

**From:** Denise Holmes <[dholmes@melancthontownship.ca](mailto:dholmes@melancthontownship.ca)>  
**Sent:** Wednesday, May 24, 2023 11:49 AM  
**To:** Michelle Dunne <[mdunne@dufferincounty.ca](mailto:mdunne@dufferincounty.ca)>; Meghan Townsend <[mtownsend@townofgrandvalley.ca](mailto:mtownsend@townofgrandvalley.ca)>; Fred Simpson <[fred.simpson@townofmono.com](mailto:fred.simpson@townofmono.com)>; Carolina Khan <[ckhan@orangeville.ca](mailto:ckhan@orangeville.ca)>; Jennifer E. Willoughby <[jwilloughby@shelburne.ca](mailto:jwilloughby@shelburne.ca)>; Nicole Martin <[nmartin@amaranth.ca](mailto:nmartin@amaranth.ca)>; Jessica Kennedy <[jkennedy@eastgarafraxa.ca](mailto:jkennedy@eastgarafraxa.ca)>; Tracey Atkinson <[tatkinson@mulmur.ca](mailto:tatkinson@mulmur.ca)>  
**Cc:** 'hsnider@townofgrandvalley.ca' <[hsnider@townofgrandvalley.ca](mailto:hsnider@townofgrandvalley.ca)>; Heather Boston <[hboston@mulmur.ca](mailto:hboston@mulmur.ca)>; 'amillinercowan@orangeville.ca' <[amillinercowan@orangeville.ca](mailto:amillinercowan@orangeville.ca)>; Nicole Hill <[nhill@sdfd.ca](mailto:nhill@sdfd.ca)>  
**Subject:** Melancthon Council Motion - Fire Prevention and Protection Services in Dufferin County

---

Good morning,

Please find attached a motion passed by Melancthon Council on May 18, 2023, regarding Fire Prevention and Protection Services in Dufferin County.

Should you have any questions, please don't hesitate to contact me.

Thank you.

Regards,  
Denise Holmes



Denise B. Holmes, AMCT | Chief Administrative Officer/Clerk | Township of Melancthon | [dholmes@melancthontownship.ca](mailto:dholmes@melancthontownship.ca) | PH: 519-925-5525 ext 101 | FX: 519-925-1110 | [www.melancthontownship.ca](http://www.melancthontownship.ca) |

**The Administration Office will be open to the public Monday to Friday from 8:30 a.m. to 12:00 p.m. and 1:00 p.m. to 4:30 p.m. There will be no public access between 12:00 p.m. to 1:00 p.m. as the Office will be closed.**

***Please consider the environment before printing this e-mail*** This message (including attachments, if any) is intended to be confidential and solely for the addressee. If you received this e-mail in error, please delete it and advise me immediately. E-mail transmission cannot be guaranteed to be secure or error-free and the sender does not accept liability for errors or omissions.

# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2023-37

### A BY-LAW TO AMEND BY-LAW 2015-41, FEES AND CHARGES FOR SERVICES AND ACTIVITIES PROVIDED BY THE COUNTY OF DUFFERIN. (Schedule "C" – Public Works)

WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, S. 391 provides that municipalities may pass by-laws imposing fees or charges on any class of persons.

NOW THEREFORE BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN ENACTS AS FOLLOWS:

1. That the fees for the "Electric Vehicle Charging Stations" in Schedule "C" be removed and replaced with the following:

<b>Electric Vehicle Charging Stations</b>	
Electric vehicle charging – level-2 stations	\$2 per hour
Electric vehicle charging – level-3 stations	\$10 per hour
Electric vehicle charging – level-2 stations – once vehicle is fully charged	\$2 per hour
Electric vehicle charging – level-3 stations – once vehicle is fully charged	\$10 per hour

2. This by-law shall come into full force and effect on the 15<sup>th</sup> day of July, 2023.

READ a first, second and third time and finally passed this 13<sup>th</sup> day of July, 2023.

\_\_\_\_\_  
Wade Mills, Warden



\_\_\_\_\_  
Michelle Dunne, Clerk

# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2023-38

### **A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN (Dufferin Oaks Long Term Care Home) AND THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE). (Collective Agreement)**

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the Agreement between the Corporation of the County of Dufferin and the Canadian Union of Public Employees, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 13<sup>th</sup> day of July, 2023.

---

Wade Mills, Warden



---

Michelle Dunne, Clerk

# COLLECTIVE AGREEMENT

BETWEEN:



THE CORPORATION OF THE COUNTY OF DUFFERIN  
("the Employer")

- and -

DUFFERIN OAKS  
("the Home")

AND



CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3192  
("the Union")

Effective: January 1, 2022  
Expiry: December 31, 2024

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## **ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this Collective Agreement is to establish by mutual agreement an orderly collective bargaining relationship and to provide for the prompt resolution of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all employees within the Bargaining Unit.
- 1.02 It is recognized that the employees wish to work together with the Employer to secure the optimum level of comfort and care for the residents, and health and safety protection for the employees and residents of the Home.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01 The Union recognizes that the management of the Home and the direction of the work force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this Collective Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain, order, discipline, and efficiency;
  - b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall, and suspend or otherwise discipline employees provided that a claim of suspension, discharge or discipline without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
  - c) determine, in the interest of efficient operation and highest standard of service, the number of personnel required, hours of work, work assignments, the services to be performed, and the methods, procedures, facilities and equipment to be used in connection therewith;
  - d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees, which rules and regulations shall be posted by the Employer in the Home; prior to posting and implementing such rules & regulations, the Employer agrees to discuss the new or altered rules and regulations with the Union.
- 2.02 The Employer agrees that such rights shall not be exercised in a manner inconsistent with the provisions of this Collective Agreement.

## **ARTICLE 3 – RECOGNITION AND NEGOTIATION**

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Corporation of the County of Dufferin in Dufferin County at Dufferin Oaks, Home for the Aged, save and except supervisors, persons above the rank of supervisor, Secretary to the Administrator/Office Manager, and employees for whom any trade union held bargaining rights as of March 6, 1987.
- 3.02 Work of the Bargaining Unit
- Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purpose of

instruction, experimentation, in emergencies when regular employees are not readily available, or in cases mutually agreed upon in writing by the parties.

3.03 National Representative of C.U.P.E.

The Union shall have the right to have the assistance of a representative of C.U.P.E. or any other advisors when dealing or negotiating with the Employer. With prior notification to the Employer, such representative shall have reasonable access to the workplace in order to investigate and assist in the settlement of a grievance. Such access shall not interfere with the operation or administration of the Home.

**ARTICLE 4 – NO DISCRIMINATION**

4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by either of them or any of their representatives with respect to any employee because of membership or non- membership or activity or lack of activity in the Union.

4.02

- a) The Employer and the Union agree that, in accordance with the provisions of the Human Rights Code, every person has a right to equal treatment with respect to employment without discrimination, and a right to freedom from harassment in the workplace in all matters including any of the protected grounds under section 5(2) of the Human Rights Code. It is further agreed that the provisions of the Human Rights Code, as amended, shall be adhered to. See policies of the Home related to violence prevention, workplace bullying and harassment.
- b) **The County of Dufferin has a commitment to creating and promoting diversity, equity, and inclusion in all aspects of employment, including the use of correct pronouns with respect to gender identity. Therefore, whenever the feminine or masculine pronoun is used in this Agreement, it includes the non-binary pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.**
- c) Harassment shall be defined in accordance with the Human Rights Code to mean engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policies and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise. See policies of the Home related to violence prevention, workplace bullying and harassment.

4.03 Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance shall automatically be sent forward to the next step.

**ARTICLE 5 – NO STRIKES OR LOCKOUTS**

5.01 The Union agrees that it will not cause, direct or consent to any strike or other collective action on the part of the employees. The Employer agrees that there will be no lock-outs. The term



“strike” and “lock-out” shall bear the meaning given them in the *Ontario Labour Relations Act*.

- 5.02 The parties agree that differences arising between them or between the employees and the Employer during the term of this Agreement shall be resolved through the grievance and arbitration procedure set out in Article 10, below. Unresolved contract issues arising during negotiations shall be submitted to conciliation and arbitration under the *Hospital Labour Disputes Arbitration Act*.

## **ARTICLE 6 – UNION SECURITY**

### **6.01 Acquainting Potential Employees**

The Employer agrees to acquaint potential employees with the fact that a Collective Agreement with the union is in effect as well as the conditions of employment set out in the Articles dealing with Union security and dues check-off.

### **6.02 Union Meeting with New Employees**

During the first two (2) weeks of employment, an officer of the Union shall be allowed up to fifteen (15) minutes of time to meet with all new employees during working hours and without loss of pay. Said meetings shall take place on the Employer’s premises at a time and place mutually agreed on by the parties. The purpose of said meetings is to discuss the duties and benefits of Union membership and to give out Collective Agreements, membership forms, and other relevant Union material.

### **6.03 Check-off Payments**

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

### **6.04 Deductions**

Deductions shall be calculated by the Employer and forwarded in one cheque to the National Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, gender, classifications, status changes and number of hours paid of employees from whose wages the deductions have been made. A copy of this list shall also be forwarded to the Local Union Secretary Treasurer, by the Employer at the same time.

### **6.05 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Employer shall record the amount of Union dues paid by each Union member in the previous year.

### **6.06 Employer Indemnification**

The Union agrees to indemnify and save the Employer harmless from any and all claims, and from any other form of liability arising from the deductions set out in Article 6.03 above.

6.07 Contracting Out

No Bargaining Unit Employee shall be laid off or terminated as a result of the Employer contracting out any of its work or services.

6.08 All Employees to Be Members

As a condition of employment, all employees of the Employer falling within the Bargaining Unit after January 1, 1988, shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union.

6.09 Major Technological/Work Method Changes

The Employer undertakes to discuss with the Union as far in advance as practical, major technological/work method changes that will have a significant impact on the status of employees within the Bargaining Unit.

The Employer agrees to discuss with the union the effect of such changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effects, if any, on employees concerned.

**ARTICLE 7 – CORRESPONDENCE**

7.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator of the Home and the Recording Secretary of the Union. In the event original correspondence passes, between other persons, copies shall be sent to the Administrator of the Home and the Recording Secretary of the Union.

7.02 A copy of any correspondence between the Employer and any employees in the Bargaining Unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Recording Secretary of the Union.

7.03 The Employer shall post in each department and supply to the Union, a seniority list for full-time employees and part-time employees, by department and classification. A master Bargaining Unit seniority list shall be generated and shared with the Union. The seniority list shall include the names of employees, their classifications, **date of hire**, and seniority, and shall be sorted in descending order by seniority. These lists shall be updated every six (6) months, meaning as of the last pay period of the year by January 31<sup>st</sup> and as of pay period thirteen (13) by July 31<sup>st</sup> of each year.

Where two (2) or more employees commence work on the same day, and have the same seniority date, seniority will be in accordance with the date of application.

7.04 A copy of the Report of Dufferin Oaks Committee of Management shall be forwarded to the Recording Secretary of the Union once adopted by County Council.

7.05 The Employer shall notify the union president, in writing, **on a monthly basis** of all new hires and terminations within the Bargaining Unit.

## **ARTICLE 8 – UNION REPRESENTATION**

### **8.01 Representatives**

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit, and an employee or group of employees in the Bargaining Unit shall not bargain with or enter into any agreement with the Employer. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with a list showing the names of its officers. The Employer shall recognize the Union's officers only upon proper notification. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

**8.02** The Union acknowledges that its representatives must continue to perform their regular duties and that so far as it is practicable, all Union activities will be conducted outside of regular working hours; further, no employee will engage in any union activity during regular working hours except as provided in this Agreement, and that

- a) such employee will not leave their regular duties without obtaining permission from their supervisor;
- b) when resuming their regular duties after engaging in duties on behalf of the Union, they will report to their supervisor upon their return;
- c) Any union representative who is granted time by this clause to take up union business in a department other than their own will also report to the supervisor of that department at the time.

### **8.03 Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed by the Union and consist of not more than five (5) members of the Union. If possible, one (1) of these will be a part time employee. The Union will advise the Employer of the Union members of the Committee.

**8.04** Members of the Union Bargaining Committee shall not lose pay for hours necessarily lost from scheduled work while attending Collective Agreement negotiation meetings with the Employer, up to and including conciliation.

**8.05** Employees shall not lose pay for hours necessarily lost from scheduled work while attending meetings with the Employer or in accordance with their rights and responsibilities as designated Union representatives.

## **ARTICLE 9 – EMPLOYEE-MANAGEMENT COMMITTEE**

**9.01** The parties agree that consultation and communication on matters of joint interest are desirable to promote good constructive and harmonious relations; accordingly, the parties agree that there

shall be an Employee-Management Committee, which Committee's purpose includes:

- a) promoting and providing effective and meaningful communication of information and ideas;
- b) making joint recommendations on matters of concern, including the quality and quantity of care;
- c) discussing and reviewing matters relating to orientation and in-service/training programmes and;
- d) discussing matters relating to employee-management relations.

9.02 The Committee shall be composed of not more than four (4) representatives from the Union and an equal number from the Employer. If the parties mutually agree, a spokesperson may be invited to speak on a specific issue.

9.03 The Committee shall meet quarterly, or at the request of either party, at a time to be mutually agreed upon. The agenda for each meeting will be established by an email from each party, containing subject matters for discussion, to be delivered to the meeting Chairperson at least seven (7) working days in advance of the meeting.

9.04 The duties of Chairperson shall alternate between the parties. A Dufferin Oaks Management Representative shall prepare minutes of the meeting, which will be emailed as soon as practicable to the Committee Members. Acceptance of said minutes as an accurate record of the Committee's meetings will be discussed at the next Labour Management Meeting.

9.05 While the Committee shall consider and attempt to resolve problems of mutual concern, it is understood that the Committee shall function in an advisory capacity only and shall have no power to alter, amend, add to or modify the terms of this Agreement.

9.06 Employees shall not lose pay for hours necessarily lost from scheduled work while attending Employee Management Committee meetings. Hours will be paid at the employee's regular rate of pay.

In instances where an Employee is not scheduled to work and is required to attend Employee Management Committee meetings, the Union is required to cover wages, benefits and other related costs for the approved time. The Employer agrees to pay the costs to the employee and the Union is required to reimburse the Employer upon notice of the payment.

## **ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURE**

10.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

10.02 At the time formal discipline is imposed, up to and including discharge, or at any stage of the grievance procedure, an employee shall have the right upon request to the presence of their steward. The Employer shall notify the employee of this right in advance. Subject to union steward availability, the parties agree that during the investigation process, an employee may

elect to meet and caucus for up to 15 minutes with their union steward before or during a meeting with the Employer where formal discipline is contemplated.

### 10.03 Complaint

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until **they have first given their immediate supervisor the opportunity of adjusting their complaint.** Such complaint shall be discussed within ten (10) calendar days after the circumstances. Failing settlement within **five (5) business days,** the complaint shall then be taken up as a grievance within ten (10) calendar days.

#### Step 1

The employee may submit a written grievance signed by the employee or the union **representative to their immediate supervisor or designate.** The grievance shall identify the nature of the grievance, **with specific information pertaining to the nature of the alleged violation,** and the remedy sought and should identify the provisions of the Agreement which are alleged to have been violated. The immediate supervisor **or designate** will deliver **their decision** in writing within ten (10) calendar days following the day on which the grievance was presented to **the supervisor or designate.** Failing settlement, then:

#### Step 2

Within fourteen (14) calendar days following the decision in Step 1, the grievance may be submitted in writing to the Administrator of the Home and the Grievance Committee who shall meet within fourteen (14) calendar days of the submission of the grievance at Step 2. The purpose of the meeting shall be to facilitate a resolution of the grievance or otherwise clearly identify the issues in dispute. It is understood and agreed that a representative of the Canadian Union of Public Employees and the Grievor may be present at the meeting. It is further understood that the Administrator of the Home may have such counsel and assistance as **they** may desire at such meeting. The decision of the Employer shall be delivered within the fourteen (14) calendar days following the date of such meeting.

**Any timelines identified above within the Complaint, Step 1, or Step 2 processes may be extended if mutually agreed upon in writing by both parties.**

10.04 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could **themselves** institute and the regular grievance procedure shall not be thereby bypassed.

10.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing. Said grievance shall identify each employee in the group and shall be presented to the Administrator or **their designate** within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees in the group. The grievance shall then be treated as having been initiated at Step 2, and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

- 10.06 A claim by an employee that **they have** been discharged without just cause or suspended shall be treated as a grievance at Step 2 if the grievance is submitted in writing within seven (7) calendar days following the date on which the discharge or suspension is affected. In the case of an employee terminated prior to the completion of the probationary period the conditions set out in Article 12.02 shall apply. Any such grievance may be settled under the Grievance and Arbitration Procedure by:
- a) confirming the Employer's action in dismissing the employee, or
  - b) reinstating the employee with or without full compensation for time lost; or
  - c) by any other arrangement which may be deemed just and equitable.

Whenever the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing, at the same time as the employee. The Employer agrees that it will not suspend, discharge or otherwise discipline an employee who has completed **their** probationary period without just cause.

- 10.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step 2, it will be deemed to have been received within the time limits.
- 10.08 All agreements reached under the grievance procedure between the representatives of the parties will be final and binding upon the parties and upon the employees.
- 10.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing provision, it shall make such request in writing addressed to the other party to this Agreement and at the same time name a nominee. Within seven (7) calendar days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to affect such appointment upon application thereto by the party invoking the arbitration procedure. The two (2) nominees shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.
- 10.10 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 10.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provision of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

- 10.13 The proceedings of the Arbitration Board will be expedited by the parties hereto. The decision of the majority or, where there is no majority, the decision of the chairperson, shall be final and binding upon the parties hereto and the employee or employees concerned.
- 10.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.
- 10.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory. Failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, subject only to the provisions of the *Labour Relations Act*.
- 10.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree, in writing, to substitute a single arbitrator and/or mediator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.
- The parties agree that should a settlement not be achieved through the mediation process that the grievance(s) may proceed to arbitration and all articles pertaining to the arbitration process shall apply.

#### **ARTICLE 11 – EMPLOYEE FILES**

- 11.01 A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall sign such evaluation as having been read and shall have the opportunity to add their views to such evaluation prior to it being placed in their file. A copy of the evaluation will be provided to the employee. Such evaluations are to take place prior to completion of the probationary period and on or about the anniversary date of employment.
- 11.02 Each employee, with a Union representative if requested, shall have reasonable access to the employee's file for the purpose of reviewing and obtaining copies of any evaluations or disciplinary notations contained therein, in the presence of a supervisor or designate.
- 11.03 Any letter of reprimand, suspension, or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension, or other sanction, provided that the employee's record has been discipline free for such eighteen (18) month period.

#### **ARTICLE 12 – SENIORITY**

- 12.01
- a) Seniority is defined as the length of service in the Bargaining Unit, subject to the provisions in this Article, and shall include service with the Employer prior to the certification or recognition of the Union, measured from the date of last hire.
  - b) All seniority, illness, vacation and like credits obtained under this Agreement shall be retained and transferred with the member if they change their status from full-time to part-time and vice-versa.

- c) In regard to Article 12 on Seniority, it is agreed between the parties that for the purposes of calculating tours for seniority, the system outlined in paragraph 12.04 will commence on the date of ratification between the parties. Past seniority will be calculated on the system in place prior to certification, and subsequent negotiated changes.

#### 12.02 Probationary Employees

A new employee shall be considered probationary for sixty (60) tours worked or six (6) months, whichever is greater. Upon successful completion of the probationary period, the employee shall be placed on the seniority list with seniority effective from the date of last hire. The Employer has the sole discretion to terminate the employment of a probationary employee on the basis that the employee is not suitable for permanent employment. The Employer's determination of suitability shall not be made in a manner which is arbitrary, discriminatory or in bad faith. For the purposes of this clause, one (1) tour shall be the hours per week specified in schedule "A", divided by 5.

#### 12.03 Calculation of Seniority

For the purposes of this Agreement, part-time employees shall accumulate seniority on the basis of one (1) year's seniority for each "x" hours worked in the Bargaining Unit from the last date of hire, except as otherwise provided in this Article, with "x", defined as follows: In accordance with schedule "A" classifications working 7 hour/day = 1625, All other will be = 1740.

#### 12.04 Loss of Seniority

An employee shall lose all seniority and shall be deemed terminated if they:

- a) quit or retires;
- b) is discharged and not reinstated through the Grievance/Arbitration procedure;
- c) is absent from work for a period of three (3) or more consecutive scheduled shifts without notifying the Home of such absence and providing to the Home a satisfactory reason;
- d) fails to return to work upon the expiration of a leave of absence or utilizes the leave for a purpose other than that for which the leave was granted;
- e) has been laid off for twenty-four (24) months;
- f) fails:
  - i) within seven (7) calendar days from the mailing of Notice of Recall sent by registered mail to their last known address to signify their intention to return from layoff, and further
  - ii) to return to work within seven (7) calendar days thereafter;
- g) is absent due to illness or disability for a period of one hundred and twenty-one (121) weeks from the time the illness or disability commenced, subject to the provisions of Article 4.02(a).

#### 12.05 An employee shall maintain but not accumulate seniority under the following circumstances:

- a) during a leave of absence granted by the Employer in writing, in excess of fourteen (14) consecutive calendar days; and



b) during a layoff not exceeding twenty-four (24) months.

12.06 Without limitation, an employee shall continue to accumulate seniority under the following circumstances:

- a) during a leave of absence granted by the employer in writing, not to exceed fourteen (14) consecutive days;
- b) during maternity/adoption/parental leave, in accordance with Article 19.06 below; and
- c) during a period of illness or disability, subject to Article 12.04 (g) up to a maximum of one (1) year.

12.07 Transfer and Seniority Outside Bargaining Unit

An Employee who is transferred temporarily to a position outside of the bargaining unit for a period of not more than twenty-four (24) months, shall retain but not accumulate, **their** seniority held at the time of the transfer. In the event the employee is returned or elects to return to **their** previously held position, **they** shall be credited with seniority held at the time of the transfer and resume accumulation from the date of **their** return to the bargaining unit.

12.08 Casual Employees

Casual employees who are not regularly scheduled to work and who continue to refuse shifts or are unavailable to work for a period of ninety (90) days will be considered to have discontinued the employment relationship.

## **ARTICLE 13 – PROMOTIONS AND STAFF CHANGES**

13.01 Job Posting

- a) Within seven (7) calendar days of the Employer determining that there exists a vacancy in a Bargaining Unit position, or if the Employer establishes a new position within the Bargaining Unit, the Employer will post the position on an employee accessible website with a copy to the Human Resources bulletin board. Such notices shall remain posted for a period of seven (7) calendar days.
- b) Employees who wish to apply for any posted vacancy shall do so electronically, to the Human Resources department, on electronic application form within the posting period. For employees without access to a computer or other electronic device, the Employer will make available a computer to be placed in a common area, so that employees can apply online.
- c) Such vacancy or new job created shall be filled from the applications received on the basis of Article 13.03 and the procedure set out in Article 13.04.
- d) Successful applicants will be notified by the Employer within a reasonable time frame and have 24 hours to decline after which time consent is considered final and irrevocable. An announcement will be posted including anticipated start date on the employee accessible website with a copy to CUPE bulletin board.

- e) Vacancies which are not expected to exceed three (3) months may be filled by the Employer at its discretion. The Employer will give first priority to qualified employees in accordance with the criteria set out in Article 13.03 and the procedure set out in Article 13.04 and 13.05(a).
- f) This Article does not apply for positions that are filled in accordance with the provisions of Article 14.04. (Layoff)

**13.02 All postings shall contain the following information:**

Nature of the position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary range. The Union will be notified of the name of the current incumbent.

Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All job postings **will contain language that adheres to the County's Equity, Diversity, and Inclusion policies and practices.**

**13.03 In all cases of transfer or promotion the following factors shall be considered:**

- a) skill, ability, experience and qualifications;
- b) classification seniority (current practice);
- c) departmental seniority;
- d) Bargaining Unit seniority.

Where the qualifications of factor (a) are relatively equal, factor (b), then (c), then (d) shall govern.

**13.04**

- a) The Employer shall give first consideration to Bargaining Unit employees in filling the vacancy, provided that the Employer shall be free to fill the vacancy at its discretion should there be no suitable applicants from the Bargaining Unit pursuant to the provisions of this Article.
- b) When job postings occur, only qualified applicants will be eligible. Should there be no qualified applicants, employees presently taking courses in order to become qualified for a position will be considered at the Employer's discretion where a minimum of 75% of the courses have been completed and the employee agrees to continue the courses until completion. Failure to successfully complete the courses in an appropriate period of time will result in the employee reverting back to their original position. Such course shall not interfere with the employee's work schedule unless by mutual agreement.

**13.05**

- a) Within seven (7) calendar days of the date of appointment to a posted vacancy, the successful applicant shall be notified, and a posting announcement by way of a summary page, shall be posted on the Human Resources bulletin boards for a period of seven (7) calendar days. An announcement shall likewise be posted in the event of an assignment to a vacancy of three (3) months or less.

- b) Unsuccessful applicants who wish to inquire about the selection process may address their inquiry to the department supervisor.

#### 13.06 Trial Period

The successful applicant to a posted vacancy or to a secondary vacancy arising from a posted vacancy shall be allowed a trial period of up to thirty (30) tours, during which the Employer will determine whether or not the employee can satisfactorily perform the job. At the outset of the trial period, the Employer shall provide adequate familiarization to the successful applicant. Within the trial period, the employee may be returned by the Employer to the position formerly occupied, without loss of seniority. The employee may also request such a return. Secondary vacancies resulting from the filling of the posted vacancy shall be filled on a temporary basis until the trial period is completed.

- 13.07 Employees who are promoted to a temporary vacancy shall not be eligible for another temporary vacancy position, subject to the sole and absolute discretion of the Employer, for nine (9) months, or until a temporary vacancy has expired, whichever comes first. Consideration will be given to employees who are filling a temporary vacancy and apply for a temporary vacancy where there is a greater benefit. "Greater benefits" is defined as where there is an increase in pay, an increase in benefits or an increase in scheduled hours only.

#### 13.08 Adjustment of rate when changing classifications

- a) When awarded a position in a higher rated classification, the successful candidate will be placed at the step of the new classification at the rate of pay closest to **their** current hourly rate where no decrease occurs. When awarded a position in a lower rated classification, the successful candidate will be placed at the step of the lower classification at the rate of pay closest to **their** current hourly rate.
- b) When laid off, if an employee bumps to a lower rated classification, **they** will go to the same step on the grid of the lower rated classification.

- 13.09 When laid off, if an employee bumps laterally, **they** will maintain **their** existing rate of pay.

#### 13.10

- a) Changes in work assignments within a classification will be determined by the Employer as per Article 2.01. If unable to reach a mutual agreement between employees, then the employee with least seniority will have the assignment change.
- b) Employee requests for work assignment changes and requests for accommodation will be considered on an individual basis.

#### 13.11 Shift Trade Agreement

**The parties agree that there is a benefit in employees being able to enter into shift trade agreements. When considering shift trade agreements, the following provisions shall apply:**

- a) **Employees wishing to enter into a shift trade agreement shall apply annually in writing to their manager noting the specific shifts on the master schedule that shall be traded between parties.**

- b) Consideration will be given to requests received if convenient to the Employer and in the best interests in the operation of the Home.
- c) This agreement will remain in effect until the following occurs at which point the employees will return to their previous schedule that was in place prior to the agreement:
  - i) Either party wishes to terminate the agreement and provides sixty (60) days notification in writing, or;
  - ii) Either party applies for and is awarded another line or position either permanently or temporarily, or;
  - iii) Either party's line or position is posted and awarded permanently or temporarily.
- d) All other provisions in the Collective Agreement will be adhered to.

#### **ARTICLE 14 – LAYOFF AND RECALL**

- 14.01 The Employer will endeavour to notify the Union and employees who are to be laid off as far in advance as possible of the date of lay off. The minimum periods of notice or pay in lieu of notice are as set out in the *Ontario Employment Standards Act*.
- Layoffs under the provisions of this Collective Agreement shall include reductions of master schedule hours excluding temporary funded positions, seasonal, leaves of absence and/or vacation coverage hours.
- 14.02 In the case of a work shortage or a layoff, the following procedure shall apply, provided that the employees retained possess the required qualifications to perform the remaining work available:
- a) temporary, probationary and then casual employees shall be laid off first;
  - b) part-time employees shall be laid off next in the reverse order of their Bargaining Unit-wide seniority; and
  - c) if further employees are to be laid off, full-time employees shall be laid off in reverse order of their Bargaining Unit wide seniority, or by inverse seniority, if the parties agree.
- 14.03 An employee about to be laid off may exercise their seniority, provided that the employees retained possess the required qualifications to perform the remaining work available, by bumping a junior employee in a classification at an equivalent or lower wage level.
- 14.04 Recall Procedure
- Employees shall be recalled in the order of their seniority, provided they have the required qualifications to perform the work, subject to a brief period of familiarization with the work.
- 14.05 New employees shall not be hired until those laid off have been given an opportunity of recall.
- 14.06 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

## **ARTICLE 15 – HOURS OF WORK**

15.01 Employees shall be categorized as either full-time or part-time for the purposes of this Agreement, and especially this Article and Article 12.03.

15.02 The employer and the union agree that employees with the same job description within the same category (full-time or part-time) and available to work will be assigned shifts on a fair and equitable basis, excluding casual call-in staff. Nothing in this provision shall affect established shift rotations.

15.03

- a) Full-time employees are those who regularly work thirty-seven and one half (37½) hours per week comprised of seven and one-half (7½) hours per day and five (5) days per week, except as set out in Article 15.03 (b) below.
- b) Full-time office and clerical employees are those who regularly work thirty-five (35) hours per week comprised of seven (7) hours per day and five (5) days per week, being Monday to Friday.
- c) If an employee is up to seven (7) minutes late for **their** scheduled shift, no time shall be deducted from **their** shift; however, if the employee is eight (8) to fifteen (15) minutes late, then fifteen (15) minutes shall be deducted from **their** shift. The same pattern shall apply to successive fifteen (15) minute intervals. Nothing herein restricts the employer from taking progressive disciplinary action for lateness.

15.04

- a) All references to Part-time employees within this Agreement are deemed to mean all Regular part-time, part-time and casual employees, the definitions of which are as follows:
  - i) Regular Part-time employees are employees that appear on the Master Schedule, are assigned a set schedule on a regular rotation and that work less than full-time hours;
  - ii) Part-time employees are employees that appear on the Master Schedule but do not have an assigned set schedule and that work less than full-time hours;
  - iii) Casual employees have no regularly scheduled shifts on the master time sheet. The home relies on its casual employees to staff shifts when Regular part-time and part-time employees are not available.
- b) Temporary Employees are employees that are hired for a specific position, and a set period of time, not to exceed 12 months, unless otherwise agreed upon by the parties. A Temporary Employee may only be hired when no qualified Bargaining Unit employee is interested in, or available for, the position. Articles 12 & 13 of this Collective Agreement do not apply to Temporary Employees, but all other Articles, Appendices, Schedules and Letters of Understanding shall apply.

A new employee, who is hired into a temporary vacancy, of nine (9) months or less, shall not acquire seniority rights over employees who had seniority standing at the time the new employee was hired.

- c) The Employer may hire students on a part time basis provided that no employee, covered by this Collective Agreement, experiences a reduction in their scheduled hours of work.

15.05

- a) The above provisions are intended to define the normal hours of work and shall be construed as a guarantee of hours of work per day or days of work per week.
- b) The Employer intends to continue its current scheduling practices. In the event of proposed changes, the Employer will afford the Union an opportunity to meet to discuss said changes, prior to implementation.

15.06 Breaks

- a) There shall be two (2) paid rest periods of fifteen (15) minutes duration each, and one (1) unpaid lunch period of thirty (30) minutes for each shift more than five (5) hours in length one (1) hour for office and clerical employees). Shifts of four (4) to five (5) hours will include one (1) paid rest period of fifteen (15) minutes duration. Shifts of less than four (4) hours will not include any paid or unpaid breaks.

If an employee is recalled to duty during any of the breaks set out above, they shall receive the time off missed later in the shift.

- b) Staff Room: The Employer will provide space for a staff room for the exclusive use of all staff of the Home as a Staff Room.

15.07 Overtime

- a) Overtime at the rate of time and one half (1½) shall be paid:
  - i) for all authorized hours worked in excess of seven and one-half (7 ½) in any tour of duty (seven (7) hours for office & clerical employees);
  - ii) for all authorized hours worked by a full-time employee on a scheduled day off,
  - iii) for all authorized hours worked by a part-time employee in excess of **seventy-five (75) hours per pay**; and
  - iv) for all authorized hours worked in contravention of Article 15.10, 15.11, and 15.12 (d) below.
- b) There shall be no pyramiding of overtime or other benefits.
- c) An employee may request, in writing, time off in lieu of overtime pay, of an equivalent value, which request and the scheduling of which shall not be unreasonably denied. The Employer shall exercise its discretion on a first come, first served basis.

Employees may accumulate a maximum of five (5) days in lieu of overtime pay. Once employees have accumulated 5 days, overtime pay will automatically be paid.

- d) Overtime is payable at fifteen (15) minute intervals in the same way as article 15.07 a) above; up to seven (7) minutes in each interval is not paid; eight (8) to fifteen (15) minutes is paid the full fifteen (15) minutes at the overtime rate.

**15.08 Non-Scheduled Hours**

- a) The Employer will endeavour to distribute non-scheduled hours as equitably as possible in accordance with employee availability, department, classification and with a view to minimizing overtime. The Employer recognizes the importance of seniority in said equitable distribution.
- b) In the event an employee is called in for a shift the employee shall be paid from the time they were called for the remainder of the shift, provided that the employee reports for work within thirty (30) minutes from the time they were called. In all other circumstances an employee shall be paid only for time actually worked.

**15.09 Reporting Pay**

An employee who reports to work at the regularly scheduled time, without receiving contrary instructions, shall receive at least four (4) hours pay, unless scheduled for fewer hours, in which case they shall receive pay for the scheduled hours. The Employer may require that the employee perform work for all the hours paid provided that the work is related to their classification.

**15.10 Call-back Pay**

An employee who has left the premises of the Home, including grounds and parking lot, at the completion of their shift and who is called back to work on the same day shall receive at least four (4) hours pay. The Employer may require that the employee perform work for all the hours paid, provided that the work is related to their classification.

**15.11 Shift Work**

- a) In sections required to provide seven (7) day service, the Employer will schedule shifts so that employees receive at least one (1) weekend off in three (3); the Employer will endeavour to schedule shifts so that employees receive at least one (1) weekend off in two (2).
- b) Each employee will receive either Christmas Day or New Year's Day off, alternating each year. If within a department, the opportunity exists for employees to have both days off, this option will be offered to employees (who have been employed by the home for a minimum of two (2) years) on a rotating basis. The schedule for the current year will be developed based on the days worked the previous year.

Where reasonably possible, the Employer will also endeavour that each employee receives either Boxing Day or New Year's Eve Day in conjunction with the above days. It is understood that paragraph 15.11 (a), above, may be adjusted to allow for this.

- c) An employee requesting in writing specific tours on a permanent basis will be given consideration if convenient to the Employer to make such arrangement and shall continue only as long as it is convenient for the Employer. An employee requesting in writing removal from a permanent tour of duty will be given consideration by the Employer.
- d) The Employer will not schedule employees to work split shifts.

#### 15.12 Shift Schedules

- a) Schedules and days off determined by the Home shall be posted by the fifteenth (15<sup>th</sup>) of the month for the following month. These tours and/or days off may be changed by the Employer at any time with consent of the employee(s) provided. If consent is not granted, the Employer may change the schedule with **seventy-two (72) hours** notice. When a tour schedule is changed without **seventy-two (72) hours** notice, the employee(s) shall be paid at the premium rate of time and one-half (1½) for their next scheduled shift.
- b) Requests for special days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for changes in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days off or tour of duty. Such requests must be submitted three (3) days in advance of the requested change unless there are exceptional circumstances giving rise to such request period. It is understood that such a tour of duty or exchange initiated by the employee and approved by the Supervisor shall not result in overtime compensation or payment.
- c) Schedules may be posted to provide for more than five (5) consecutive days of work, but not more than six (6) days of work without days off, provided a total of four (4) days off are scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled.
- d) For full-time employees, at least sixteen (16) hours' time off shall be scheduled between a change of tours of duty, and at least forty-seven (47) hours' time off shall be scheduled following night duty when two (2) or more consecutive night tours are worked. For part-time employees, at least eleven (11) hours' time off shall be scheduled between a change of tours of duty, and at least twenty-three (23) hours' time off following night duty when two (2) or more consecutive night tours are worked.

A shorter period of time between change of tours may be scheduled; however, should the above provision not be adhered to, such employee will be paid time and one-half (1½) for the first tour worked.

- e) Part time employees should identify to the Employer, after the schedule has been posted, if there are periods of time when they are unavailable to be called for non-scheduled work. It is thereafter the responsibility of part-time employees to identify to the Employer any changes in their periods of unavailability.



15.13 Shift Premium

- a) Night shift: a **premium** of one dollar and **twenty-five cents (\$1.25)** per hour, for all hours worked on a shift, shall be paid to employees who are required to work on a shift any part of which, exclusive of overtime, falls between the hours of 12:01 a.m. and 6 a.m.
- b) Afternoon shift: a **premium of one dollar and ten cents (\$1.10)** per hour, for all hours worked on a shift, shall be paid to employees who are required to work on a shift any part of which, exclusive of overtime, falls between the hours of 7:00 p.m. and 11:59 p.m.
- c) Weekend shift: a **premium of eighty cents (\$0.80)** per hour **will apply** for all hours worked on a shift, shall be paid to employees who are required to work on a shift any part of which, exclusive of overtime, falls between Friday 22:30 hours and 22:30 hours Sunday.

**Effective January 1, 2024, the weekend premium shall increase to one dollar (\$1.00) per hour.**

- d) Shift premiums shall not be considered as part of an employee's basic hourly rate and shall therefore not be pyramided with overtime hours.
- e) **All shift premiums are to be effective upon ratification of this Agreement.**
- f) RPN Responsibility Pay

Should an RPN be assigned to be the facility charge nurse (in the absence of an RN) on any shift, such RPN will receive responsibility pay of **one dollar (\$1.00)** per hour.

**ARTICLE 16 – PAID HOLIDAYS**

16.01

- a) All full-time employees shall receive the following holidays without loss of pay:

New Year's Day	<b>Truth and Reconciliation Day</b>
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Float Day (# 1)
Civic Holiday	<b>Float Day (# 2)</b>
Labour Day	<b>Float Day (# 3)</b>

- b) All part-time employees shall receive the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	<b>Float Day (# 1)</b>

Civic Holiday

- i) Eligibility and pay for Public Holidays listed in the table above shall be in accordance with the *Employment Standards Act formula*.
  - ii) If a part-time employee is required to work on a Public Holiday, **they** shall be paid at one and one-half (1½) times **their** regular rate for all hours worked plus any holiday pay to which **they** may be entitled under (a) above.
  - iii) Effective January 1, 2020, if a part time employee is required to work on Easter Monday, **they** shall be paid at one and one half (1 ½) times **their** regular rate for all hours worked.
  - iv) Part-time employees who qualify for payment of stat average may bank their stat average for time off in lieu of payment (excluding Christmas and Boxing Day). Employees must indicate to their manager by December 15<sup>th</sup> of their intent to bank their stat average pay for the following year. Time banked must be used in the same calendar year in which it is earned and at a mutually agreed upon time with the employer.
- c) If another Federal, Provincial or Municipal Holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace the Float Day specified above. The intent is that there will be no more than the number of paid holidays per calendar year set out in this Agreement for the duration of this Agreement.
- d) Floating Holiday: Employees employed as of January 1 shall make written request for a floating holiday to be used in that calendar year, the scheduling of which shall not be unreasonably denied by the Employer in consideration of the operating needs of the Home.

16.02

- a) In order for a full-time employee to qualify for a paid holiday and receive payment, such employee must:
  - i) work the regular day of work preceding and following the holiday, provided that if a full-time employee is absent due to illness, the employee shall be paid for all statutory holidays during time of illness, according to the formula established under the Short-Term Disability Plan. If a statutory holiday occurs when an employee is on authorized leave without pay, **they** shall receive statutory holiday pay provided that **they are** not on leave without pay the working day before or after the statutory holiday; and
  - ii) report for and perform **their** work on the holiday if **they** agreed to work that day unless excused by the Employer.
- b) A full-time employee who qualifies for a holiday and does not work shall be paid for

one (1) day at **their** normal rate of pay.

- c) A full-time employee who works on any of the foregoing holidays shall be paid at the rate of time and one-half (1½) **their** applicable hourly rate of pay for all hours worked on such holiday. In addition, **they** will receive a lieu day off with pay.

16.03 A tour that begins or ends during the twenty-four (24) hour period of any of the above holidays shall be deemed to be work performed on the holiday and shall be so deemed for the full period of the tour, only if the majority of the hours worked falls within said twenty-four (24) hour period.

16.04 When a holiday falls with the vacation period of a full-time employee, it shall be added to the end of **their** holiday or scheduled at a mutually agreeable time. When a holiday falls on a regularly scheduled day off of a full-time employee, it shall be scheduled at a mutually agreeable time.

16.05

- a) An employee may request, in writing, the scheduling of lieu days, which shall not be unreasonably denied.
- b) A request for the scheduling of lieu days must be submitted to the Supervisor at least three (3) working days prior to the date in question.
- c) Lieu days may be accumulated up to five (5) days.

16.06 Insofar as it is possible to do so, the Employer will do its best to equally distribute paid holidays off among its staff.

16.07 Scheduling of Holidays for Office and Activation Employees

Notwithstanding Articles 16.02 c) or 16.04 b) ii), the Home and an employee may mutually agree to schedule an alternative day, in accordance with the *Employment Standards Act*.

**ARTICLE 17 – VACATIONS**

17.01 Full Time Employees

Months of Service	Equivalent years	Rate per Month Days Accrued per Month	Equivalent Days
0 – 24	0 – end 2	5/6	10
25 – 84	Start 3 – end 7	1 ¼	15
85 – 156	start 8 – end 13	1 2/3	20
157 – 288	start 14 – end 24	2 1/12	25
289 – 300	start 25 – end 25	2 ½	30
301 – 312	start 26 – end 26	2 7/12	31
313 – 324	start 27 – end 27	2 2/3	32

<b>325 – 336</b>	<b>start 28 – end 28</b>	<b>2 3/4</b>	<b>33</b>
<b>337 – 348</b>	<b>start 29 – end 29</b>	<b>2 5/6</b>	<b>34</b>
<b>349 – on</b>	<b>start 30 – on</b>	<b>2 11/12</b>	<b>35</b>

17.02 Vacation must be taken in the twelve (12) month period beginning in January and ending in December, in the year in which the vacation is earned, at a mutually agreeable time arranged between the Employee and Department Head. A maximum ten (10) days plus any unused incidental illness days can be carried over to the following year. A carry-over in excess of this requires the approval of the Administrator.

17.03 Employees may draw up to five (5) days' vacation in advance, should any employee terminate prior to completing the service requirement to earn such days, appropriate deduction shall be made from **their** termination pay.

- 17.04
- a) When an employee's employment is terminated for any reason, full payment for vacation earned but not taken will form a portion of such employee's termination pay.
  - b) **When an employee's employment ends and the employee has taken paid vacation within the calendar year that has not been earned, re-payment of the unearned paid vacation will be deducted from the Employee's final pay.**

- 17.05
- a) In order to schedule vacations, the following procedure will govern:
    - i) The definition of the vacation period is as follows; June 1<sup>st</sup> through May 31<sup>st</sup> of each year. All annual vacation requests shall be submitted by April 1<sup>st</sup> of each year. The Employer will post vacation granted by May 1<sup>st</sup>.
    - ii) Requests received after the deadline will be treated on a first-come-first-serve basis. The Employer agrees to approve or deny such requests within fourteen (14) calendar days from receipt of the request, unless in a case of an emergency when it will be given as soon as practicable.
  - b) In the event of conflicts, seniority shall prevail.
  - c) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.

17.06 All part-time employees shall be granted vacation pay on the following basis: Years of Service (see 12.03)

% of Pay Per Hours Worked	
0 - end 2	4%
Start 3 - end 7	6%
Start 8- end 13	8%
Start 14- end 24	10%
Start 25- on	12%

17.07 Vacation pay for part time employees shall be calculated and paid each pay period.

17.08 Vacation credits do not accumulate while on Long Term Disability, WSIB or leaves of absence without pay for more than fourteen (14) consecutive calendar days. However, no employee will experience a loss of Service for such absences and an employee, upon return from an absence as a result of any of the aforementioned reasons, will be granted vacation credits based on the Years of Service they had immediately prior to the absence.

17.09 Where an employee's scheduled vacation is interrupted due to a serious illness or injury that results in an approved short-term disability claim, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated at a later date at the employee's option. It is the responsibility of the employee to notify the employer of such interruption within a reasonable time from the application for short-term disability.

**ARTICLE 18 – SICK LEAVE**

18.01 Illness Allowance

Each employee is personally responsible for advising **their** supervisor or designate prior to each occasion necessitating an absence from scheduled duty.

An employee who is absent from work for three (3) weeks or more must provide **their** supervisor a minimum of 96 hours (4 days) notice of **their** return to work date.

Full Time

Every full-time employee will have six (6) paid days for each year for incidental illness or as a bridge to Short-Term Disability benefits. New full-time employees will have these days prorated based on their start date. Advances from the following year's incidental illness allotment to cover off an absence in the current year will not be permitted.

Part Time

Every part-time employee, excluding casual employees, will be entitled to twenty-two and one half (22 ½ ) paid hours for each year for incidental illness. New part-time employees will have these hours prorated based on their start date. Advances from the following year's incidental

illness allotment to cover off an absence in the current year will not be permitted.

#### Bonus Hours Payout

Should a full-time employee be absent less than six (6) days in a calendar year, then the employee will be credited with the difference between six (6) days and the number of days actually used, and the value of these credits shall be paid out to the employee at the end of each calendar year at the rate of pay of that calendar year. If the employee chooses, the credits owing may be converted into vacation within the following year. If service is less than twelve (12) full months in the year, payout or conversion to vacation of "bonus days" will be prorated.

Should a part-time employee, excluding casual employees, be absent less than the above entitlement, then the employee will be credited with the difference said entitlement and the number of hours actually used, and the value of these credits shall be paid out to the employee at the end of each calendar year at the rate of pay of that calendar year. If the employee chooses, the credits owing may be taken as time off, to be mutually agreeable between the Employer and Employee, within the following calendar year. If employed for less than twelve (12) full months in the year, payout of "bonus hours" will be prorated.

#### 18.02 Short Term Disability Plan (STD)

Every full-time employee's illness allowance shall be used for incidental illness or as a bridge to STD benefits. This credit is to be applied to periods of disability of three (3) consecutive working days or less. New full-time employees will have six (6) days prorated.

Full-time employees shall receive compensation for Short-Term Disability Benefits of up to seventeen (17) weeks, as follows:

- a) If an employee becomes totally disabled as a result of an illness, accident or hospitalization, benefits (STD) will commence on the fourth (4<sup>th</sup>) consecutive working day of disability and end after seventeen (17) weeks.
- b) In order to qualify for the benefits, the employee must be receiving regular and ongoing care from a qualified medical practitioner and provide a medical certificate stating the following:
  - i) The likely date of return to work; and
  - ii) Whether the employee will return to work with restrictions that will require accommodation.
- c) Periods of disability due to the same or related cause separated by twenty (20) consecutive working days or less will be considered a single period of disability.

At the end of 17 weeks, if appropriate documentation has been provided, Long-Term Disability Benefits will be initiated.

Every full-time employee shall have immediate seventeen (17) weeks of disability coverage according to the following formula:

Length of Service (Seniority) as of January 1 <sup>st</sup> , of each year	100% Salary	70% of Salary
Employees with less than 3 months	0 weeks	17 weeks
3 months but 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

**18.03 Short Term Disability Payment**

It is understood that in any one (1) calendar year a maximum of seventeen (17) weeks of salary protection shall be available.

If a full-time employee is approved for and is off on Short-Term Disability, the employee shall be paid for all statutory holidays during the time of illness, according to the formula established under the Short-Term Disability Plan. For the purposes of Long-Term Disability eligibility only, and for no other purpose, the seventeen (17) weeks of short-term disability benefits will not be extended as a result of the paid statutory holidays. No statutory holidays are accumulated when on Short-Term Disability.

In the event a full-time employee is on Short-Term Disability at the end of a calendar year, Short-Term Disability will be carried over into the following year at their current rate of pay until a total of seventeen (17) weeks of continuous absence has occurred. The seventeen (17) weeks of Short-Term Disability Benefit protection will not be re-instated in the new calendar year until the employee has returned to active employment, which is supported by documentation from a health care professional, for a minimum of twenty (20) consecutive working days and is performing at full hours and regular duties.

Should a full-time employee anticipate still being disabled at the expiration of seventeen (17) continuous weeks of Short-Term Disability Benefits, then an application for Long-Term Disability Benefits should be initiated six (6) to eight (8) weeks prior to the LTD eligibility date. Payment under the Short-Term Disability Plan may be obtained depending on circumstances, by one of the two methods outlined in Article 18.04 below.

18.04 S.T.D. Days (Medical Certificate)

- a) Each full-time employee who is absent for a period of more than three (3) consecutive working days shall complete and submit the forms required by the Home to the third-party **abilities** provider to determine eligibility for short-term disability and manage the employee's return to work. If at any time, there is insufficient medical information to support disability or an employee is non-compliant with the treatment program, benefits may be suspended.
- b) In the event an employee drops to seventy percent (70%) earnings, they may, upon written request, use accumulated vacation or lieu time (overtime/paid holidays) to supplement the seventy percent (70%) earnings to one hundred percent (100%).
- c) Employees have the right to appeal any denial of benefits made by the provider for either short-term or long-term disability.

18.05 Part Time Employees

A part-time employee who is absent for a period of more than three (3) consecutive working days shall complete the forms required by the Home to confirm disability and manage the employee's return to work. If at any time there is insufficient medical information to support disability or an employee is non-compliant with the treatment program, employment may be terminated.

**ARTICLE 19 – LEAVE OF ABSENCE**

19.01 Leave of absence for full-time Union or public duties

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and without loss of benefits so that the employee may be a candidate in Federal, Provincial, or Municipal elections.
- b) An employee who is elected to public office shall be allowed leave of absence without pay during **their** terms of office.
- c) An employee who is elected or selected for a full-time position with the Union shall be granted leave of absence without loss of seniority for a period of up to two (2) years. During such leave of absence, salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and benefits.

19.02 Union Leave

- a) Upon receipt of written request and on reasonable notice not to be less than fifteen (15) days prior to the scheduled leave, the Employer shall grant leave of absence without pay to employees elected or appointed to represent the Union at Union conventions, seminars and programs, provided such leave of absence does not interfere with the efficient operation of the Home. Such leave shall not exceed the total accumulation for all employees in the Bargaining Unit of forty (40) working



days in any calendar year and not more than four (4) employees shall be permitted to be absent at any one time from the Home.

- b) Permanent bargaining unit employees may apply in writing for an unpaid leave of absence to accept a temporary assignment with the Canadian Union of Public Employees or Ontario Division (CUPE). Such requests will not be unreasonably denied by the employer. Such leave shall be for a period of two (2) years from the date of appointment unless extended for a further specific period agreement by both parties. During such a leave of absence, salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits.

The parties agree to the following terms and conditions:

- i. Seniority and/or service will be frozen until such time as the bargaining unit member returns
- ii. The employee's position will be held in accordance with Article 12.07
- iii. All provisions of the Collective Agreement will be maintained during the term of absence, e.g., sick leave, vacation entitlement, etc.

#### 19.03 Bereavement Leave

- a) In the event of the death of a family member, an employee shall be granted leave without loss of pay for the regularly scheduled hours as follows:
  - i) Up to five (5) consecutive scheduled shifts for leave arising from the death of the employee's spouse, parent or child. The leave must be completed within a ten (10) day period from the date of death, provided that **two (2)** of the five (5) days may be taken at a later time for a memorial service.
  - ii) Up to three (3) consecutive scheduled shifts for leave arising from the death of the employee's mother-in-law, father-in-law, sister, brother, son-in-law, daughter-in-law, grandchild or grandparent. The leave must be completed within a seven (7) day period from the date of death, provided that **two (2)** of the three (3) days may be taken at a later time for a memorial service.
  - iii) Up to one (1) day for leave arising from the death of the employee's brother-in-law or sister-in-law to attend the funeral, memorial service, or to make necessary arrangements as a result of the death.
- b) For the purpose of this Article the definition of spouse shall include a common law and/or same sex partner.
- c) In the event of a common law relationship, which has existed for a period of at least one (1) year and is publicly represented by the employee as the employee's family in the community in which **they** reside, the previously noted common law relative

shall be considered for bereavement leave.

- d) In the event of a step relationship, the previously noted step relative shall be considered for bereavement leave.
- e) Pay shall be at the employee's regular rate and shall only be for the time **they were** scheduled for work. Additional leave of absence without pay may be granted by the Employer.

#### 19.04 Jury and Witness Duty

Where an employee is required to be absent by reason of receipt of a summons to attend as a Juror or by reason of receipt of a subpoena as a crown witness, **they shall maintain their normal pay, computed at their normal hourly rate for hours lost from work, subject to the following provisions:**

- a) Employees must notify the Employer within one (1) working day after receipt of notice of selection of jury duty or subpoena as witness.
- b) An employee called for jury duty or subpoenaed as a witness and who is temporarily excused from attendance at court, must report for work if a reasonable period of time remains to be worked in **their shift**.
- c) Employees who are on other than the day shift shall be considered as assigned to the day shift for those days they are required to serve as jurors or to act as witnesses.
- d) In order to be eligible to maintain **their pay**, an employee must furnish a proper statement from the proper public official showing the date and time served and the amount of pay received, and must furnish the pay received, less expenses.

#### 19.05 Personal Leave

At the discretion of the Employer, leave of absence without pay and for legitimate personal reasons may be granted to any employee, provided the leave does not unreasonably interfere with the efficient operation of the Home. Request for and permission granted in respect of such leave must be in writing and include your anticipated start and return date to your Manager. Where possible, requests shall be made thirty (30) days in advance.

Employees will be responsible for one hundred percent (100%) of the benefit premiums for leaves that exceed four (4) weeks. Eligibility for benefits during the leave is as outlined as per the Master Benefit policy on file with the employer.

#### 19.06 Pregnancy and Parental Leave

- a) Pregnancy/Parental leave will be administered in accordance with the provisions of the *Ontario Employment Standards Act*, as amended from time to time.
- b) The service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks.
- c) If possible, the employee shall give written notification at least four (4) weeks in

advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications or premature birth.

- d) In cases of adoption, the employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.
- e) The employee shall reconfirm **their** intention to return to work on the date originally approved in subsection (c) above by written notification received at least four (4) weeks in advance thereof. The employee shall be reinstated to **their** former position, unless the position has been discontinued in which case, **they** shall be given a comparable job.
- f) Pregnancy leave shall be for seventeen (17) weeks.
- g) Pregnancy leave may be commenced at any time within the seventeen (17) weeks before the expected date of delivery.
- h) An employee who is on pregnancy leave as provided under the Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parenting benefits pursuant to Sections 22 and 23 of the *Employment Insurance Act, 1997*, as amended shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between **ninety-three percent (93%)** of **their** regular weekly earnings and the sum of **their** weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that **they are** in receipt of Employment Insurance pregnancy/parenting benefits for a maximum period of fifteen (15) weeks.

The employee's regular weekly earnings shall be determined by multiplying **their** regularly hourly rate on **their** last day worked prior to the commencement of the leave times **their** normal weekly hours.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

The Supplemental Employment Benefit (SEB) is equivalent to the difference between **ninety-three percent (93%)** of the gross regular weekly earnings of the County of Dufferin and the sum of the gross weekly EI Benefits less any other earnings. SEB plan provision is for maximum of fifteen (15) weeks.

The SEB calculation is based on the EI rate of fifty-five percent (55%), less any other earnings. If the length of the leave changes, therefore reducing the EI rate, the total payable by the County would remain the same amount (based on the 55% rate) and the provisions for the fifteen (15) week maximum for SEB plan payment would continue to apply.

- i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave.
- j) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes in the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted *per the Employment Standards Act*.
- k) For the purposes of parental leave, the provisions under (a) and (d) shall also apply.
- l) The Employer shall continue to pay its share of the premiums to the various employee benefit plans for employees who are on pregnancy and/or parental leave, provided the employee arranges to pay the employee's share of the premiums, if any.
- m) Seniority shall be retained and accumulated while an employee is on pregnancy/parental leave.
- n) Vacation pay, and vacation entitlement shall be calculated & paid in accordance with the *Employment Standards Act*.

#### 19.07 Education Leave

If authorized by the Home, and the Administrator, an employee shall be entitled to leave of absence with pay, and without loss of seniority and benefits, to write examinations to up-grade skills and qualifications for jobs in the Home.

The employee may apply for leave of absence and for funding to take courses to up-grade or acquire qualifications and skills for jobs in the Home. No reimbursement of any kind will be paid unless an employee successfully completes the course.

#### 19.08 Statutory Leave

The parties recognize that the *Employment Standards Act* has fully defined provisions for pregnancy, parental and emergency leave. The provisions in the Act are the provisions that shall apply to the members of the Bargaining Unit. The Employer shall make information about such leaves available in the workplace. Any disputes shall be resolved in accordance with the Grievance and Arbitration procedure.

- a) Pregnancy, parental and adoption leave – These provisions are covered under article 19.06.

There shall be no pyramiding of leave benefits.

#### 19.09 Orientation and In-Services

- a) An employee authorized by the Employer to attend any in-service program within the Home during regularly scheduled working hours shall suffer no loss in regular pay.

## **ARTICLE 20 – WAGES**

20.01 The Employer shall pay wages bi-weekly in accordance with Schedule “A” attached hereto and forming part of this Agreement.

20.02 Pay Equity

The parties agree to pay equity maintenance as required under the *Pay Equity Act*.

20.03 Retroactivity

The retroactive adjustment will incorporate the adjustments required with the new pay grid and will also apply to employees who left the employer prior to ratification. These adjustments will be made within three (3) pay periods of ratification with the required source deductions.

## **ARTICLE 21 – BENEFITS**

21.01 The Employer agrees to pay on behalf of each permanent or continuous full-time employee, one hundred percent (100%) of the billed premium of the following benefits, as detailed in the master policy on file with the Employer; coverage will take effect on the first day of the month coincident with or next following completion of the probationary period:

a) Group Life Insurance

Coverage shall be the value of the yearly salary of the employee rounded up to the nearest one thousand dollars (\$1,000.00).

b) Accidental Death and Dismemberment (“AD&D”)

Coverage shall be the value of the yearly salary of the employee rounded up to the nearest one thousand dollars (\$1,000.00).

c) Extended Health Care Plan (“EHC”)

Coverage is to include those drugs requiring a prescription with a ten-dollar (\$10.00) cap on dispensing fees. Extended health deductible is fifteen dollars (\$15.00) single and thirty dollars (\$30.00) family, annually. The Plan provides for mandatory generic drugs with no substitution unless proof of adverse reaction is submitted to the insurer and approved.

Note: Effective December 6, 2017, over the counter drugs will no longer be covered under the plan.

d) Other Medical Expenses:

Coverage for orthopaedic shoes is included in the benefit plan.

<b>Other Benefits</b>	
Private Duty Nursing	\$25,000 / 36 months
Clinical Psychologist	\$600 per person per calendar year
Physiotherapist	\$600 per person per calendar year
Speech Pathologist	\$500 per person per calendar year
Massage Therapist	\$600 per person per calendar year
Chiropractor	\$600 plus \$50 for x-rays per calendar year
Osteopath, Podiatrist, Chiropodist & Naturopath	\$600 per person per practitioner per calendar year
Nutritional Counselling	\$280 per person per calendar year
Hearing Aids	\$500 per person per 60 consecutive months
<b>Vision Care</b>	<b>\$500 per person per twenty-four (24) months</b>
Accidental Dental	Reasonable & Customary / General Practitioners Fee Guide

e) Employer Health Tax

f) Dental Plan

A plan to provide dental care to the equivalent of Basic and Major Basic Dental care plan (as per Liberty Health #9) based on a 1-year lag in the ODA fee schedule, as that schedule is amended during the life of this Agreement.

Stipulate a nine (9) month routine recall frequency for adults.

Plus, space maintainers, and dentures, crowns and bridges (50-50 co-pay with a \$3,000 annual maximum).

The plan provides orthodontic (50-50 co-pay) with a \$1,500 life-time coverage per covered person.

g) Long Term Disability ("LTD")

Coverage shall be at seventy percent (70%) of monthly earnings up to a maximum benefit of five thousand dollars (\$5,000.00) per month. When an employee is on LTD, the Employer shall pay premiums for the various employee benefits for a period of seventeen (17) weeks, after which time the employee shall be responsible for full payment of any subsidized employee benefits. The employee must provide the required payment to the home by the 15<sup>th</sup> of the month for coverage to be maintained for the subsequent month. Benefit coverage shall not be continued after the period of seventeen (17) weeks unless the employee arranges to prepay the full premium of any such benefit.

The Employer will pay the premiums on all of the full-time benefits while the employee is on S.T.D. for the entire seventeen (17) weeks of Short-Term Disability Protection.

21.02 Part-Time Employees

- a) Employer Health Tax.
- b) Subject to eligibility provisions herein, part-time employees may opt into the Extended Health Care Plan and/or the Dental Plan during their normal enrolment window. Part-time employees may later apply to enrol into the Extended Health Care Plan and/or the Dental Plan as a "late applicant". Employees will not be considered a "late applicant" with the benefit carrier for the following conditions: employment status changes (e.g. employee goes from part-time to full-time), or when **they** experiences a life event, as defined by the benefits carrier.

A part-time employee may choose both of the above Plans, or either one, provided that the Group maintains the minimum participation levels required by the Plans. The Employer agrees to pay on behalf of each part-time employee who opts in fifty percent (50%) of the premiums for said Plan(s), with the other fifty percent (50%) to be deducted from each pay period of the employee.

- c) Eligibility: Eligibility shall be based on a minimum of thirty (30) hours worked per pay period. New employees will become eligible after the completion of their probationary period or thereafter in accordance with the minimum requirement of thirty (30) hours per pay period. A participating part-time employee will no longer be eligible for coverage and will lose benefit status if **they** works less than thirty (30) hours per pay period in four (4) of the preceding seven (7) pay periods. To re-qualify for benefit status after being declared ineligible, employees must complete thirty (30) hours per pay period in four (4) of seven (7) pay periods. Eligibility cases that are border-line will be reviewed by the parties.

The Employer agrees that employees on approved leave of absence(s), short-term disability, or maternity/paternity leave will not lose eligibility status as outlined above. Eligibility status for long-term disability and WSIB leaves of absence will be maintained as outlined in the Collective Agreement.

- d) The Employer agrees to pay, on behalf of each eligible part-time employee, one hundred percent (100%) of the billed premiums of the AD&D benefit, as detailed in the master policy on file with the Employer; coverage will take effect on the first day of the month coincident with or next following completion of the probationary period. Coverage shall be the value of the yearly salary of the employee, rounded up to the nearest one thousand dollars (\$1,000.00), subject to a maximum of twenty thousand dollars (\$20,000.00) per annum.

21.03

- a) The Employer shall make available to all part-time employees a voluntary Life Insurance Plan. The employee shall have the option of having either a flat rate three thousand dollars (\$3,000.00) insurance or one (1) times (x) **their** annual salary. Premiums to be paid one hundred percent (100%) by the employee through payroll deductions.

Part-time employees enrolled in Group Life Insurance Plan (1 x annual salary or \$3,000.00 flat rate only) will receive an additional \$3,000.00 of coverage paid by the Employer so long as they remain in the Group Life Insurance Plan effective December 6, 2017.

- b) When on authorized leave without pay, a part-time employee is responsible to pay all premiums.
- c) When a full-time employee is on Long Term Disability longer than three (3) months, or a part-time employee becomes totally disabled prior to age 65 and the disability continues uninterrupted for six (6) months, life insurance will remain in force during the continued disability without payment of premiums, provided proper medical evidence of such disability is provided to the insurance carrier. This waiver will remain in effect until the employee returns to regular duties.

#### 21.04 Pension Plans

- a) Ontario Municipal Employees Retirement System (OMERS)

All full-time employees must, if not previously members of the plan, join the plan commencing with the first day of employment. Part-time employees may join the plan subject to the terms and conditions of the plan. The Employer will notify part-time employees of their eligibility to enrol in the OMERS plan.

Transfer of existing membership shall become effective immediately.

Employee and Employer contributions will be made as outlined by OMERS.

- b) Canada Pension Plan

All employees shall contribute to the Canada Pension Plan from the date of employment. Employee deduction and employer contributions shall be made in accordance with the regulations under the Act.

#### 21.05 Workplace Insurance

Full-time employees, including employees absent as a result of a workplace injury, will be required to produce a medical certificate completed by a qualified medical practitioner, within the first ten (10) days of absence. It will be necessary to renew such certificate(s) every four (4) calendar weeks, indicating the total period of absence and probable date of return to work.

If an employee is absent due to accident or injury occurring while on duty or illness inherent to occupation and is covered by Workplace Insurance, the employee will retain Workplace Insurance cheques.

All of the employee's benefits which are normally paid by the Employer will continue to be paid for a period of one (1) year, in accordance with the provisions of the *Workplace Safety and Insurance Act*, at which time the employee will become responsible for full payment of any subsidized employee benefits in which **they are** entitled to participate. The employee may arrange with the Employer to prepay the full premium of any applicable subsidized benefits.



The employee is responsible for the employee's portion of OMERS payments, if applicable, until the first day of the fifth (5th) month of absence, at which time the employee is eligible to apply to OMERS for a Disability Waiver with regards to **their** OMERS.

- 21.06 All of the benefits described in this Collective Agreement shall be as more particularly described and set forth in the respective benefit plans and insurance policies which shall be available for inspection by the Union upon request. The Employer may at any time substitute another carrier for any plan provided that the benefits are not less than the benefit plans listed as of the date of ratification, and the union will be notified in writing, of said carrier change and any resulting changes to the plan provided.

## **ARTICLE 22 – OCCUPATIONAL HEALTH & SAFETY**

- 22.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.

- 22.02 The Home agrees to meet its responsibilities under the Occupational Health and Safety Act and to meet with the union to establish mutually agreeable terms of reference for the Joint Health & Safety Committee.

- 22.03 The Union agrees to endeavour to obtain full co-operation of its membership in the observation of all safety rules and practices.

- 22.04 Modified Work Program

The parties agree that employees who are absent from work due to illness or injury, whether work related or not, should be returned to active employment as soon as possible.

The Employer will absorb the cost of physician's fees related to providing the documentation for participation in the Modified Work Program.

Without limitation, the Employer specifically recognizes its obligations pursuant to the return to work provisions of the Workplace Safety and Insurance Act.

The parties accordingly agree to co-operate in the effective administration of a Modified Work Program and will meet to effect changes to same if and when necessary.

- 22.05 Duty to Accommodate

Individual workers may have special needs arising from disabilities that require accommodation, as those terms are defined under the Human Rights Code. The duty to accommodate applies equally to the Union and the Employer. The Employer and the Union each commit to finding cooperative solutions to barriers in the workplace or arising under this Agreement. The Employer will consult with the Union's designated advisors in respect of accommodation situations arising under this Article.

## **ARTICLE 23 – GENERAL**

- 23.01 Wherever the feminine form is used in this Agreement, it may be read as the masculine form, and wherever the singular form is used, it may be read as the plural form, and vice-versa in both cases.

23.02 Bulletin Boards

The Employer will provide to the Union two (2) bulletin boards in mutually agreed places. No notices involving Union matters not directly related to the Home and C.U.P.E. may be posted without prior approval from the Administrator of the Home, which approval shall not be unreasonably withheld or delayed.

23.03 All changes in salary as a result of an employee receiving certification in a particular classification shall be effective when appropriate documentation is filed with the Employer.

23.04 New Classifications

- a) In case of a new classification, or in case of a substantial change to a classification listed in Schedule "A", the Employer shall propose a rate of pay to the Union, including the job description and job assignment.
- b) Within ten (10) working days of notification, the Union shall either accept the Employer's proposed rate of pay or request a meeting with the Employer to negotiate the rate of pay, which meeting shall be held within ten (10) working days of receipt of the challenge.
- c) Failing settlement at the meeting, the Union may proceed to arbitration in accordance with Article 10, above. If the Union fails to request a meeting as set out above or fails otherwise to properly refer the matter to arbitration, they shall be deemed to have accepted the rate proposed by the Employer.
- d) The Arbitration Board shall base its decision by comparison with established classifications within the Bargaining Unit.

23.05 The parties agree to share the cost of reproducing this Agreement for general distribution.

23.06 Uniform Allowance

- a) **Effective January 1, 2023**, all members of the Bargaining Unit will receive a clothing allowance of one hundred and **fifty** dollars (\$150.00) per calendar year. Such allowance shall be recorded on their pay stub and paid by March 31<sup>st</sup> of each year, as a miscellaneous payment (taxable), unless an employee is on **their** probationary period, in which case payment shall be withheld until successful completion of the probationary period.
- b) **Effective January 1, 2023**, staff required to wear CSA approved protective footwear (steel toe, steel shank) will receive reimbursement of up to one hundred and **twenty** dollars (\$120.00) per calendar year upon submission of receipt of purchase. Such allowance shall be recorded on their paystub and paid by March 31<sup>st</sup> of each year (providing receipt has been submitted) as a miscellaneous payment, unless an employee is on **their** probationary period, in which case payment shall be withheld until successful completion of the probationary period.

c) Each member of the Maintenance class of workers who is required to perform duties outdoors shall be provided with appropriate outdoor weather clothing as ordered and provided by the Employer.

23.07 Payroll Policies

Unless otherwise agreed, payment of wages is made every second Wednesday, through direct deposit, to the employee's bank account on record. A statement of the employees' earnings and deductions will be provided to each employee electronically to an email account of their choice. Upon request, a paper copy of their pay statement will be made available. Employees leaving the employ of the Employer shall be paid all outstanding monies on the next regular payroll day. An employee may designate, in writing, a dollar amount to be directed to a secondary bank account.

23.08 Professional Colleges

Where legislation requires any new classification of employees to become members of a College, the parties agree to meet jointly to review the implications that may be applicable to Dufferin Oaks Home for the Aged.

**ARTICLE 24 – DURATION**

24.01 This Agreement shall remain in full force and effect from January 1, 2022 to December 31, 2024 and shall be automatically renewed from year to year thereafter, unless either party notifies the other party, in writing, within ninety (90) days prior to the termination of this Agreement, of its desire to negotiate a revision, addition, or deletion to this Agreement.


24.02 In the event notice is given, as set out in Article 24.01, this Agreement shall be automatically extended until the consummation of a new Agreement through negotiations or pursuant to the appropriate procedures set out in the *Ontario Labour Relations Act* and the *Ontario Hospital Labour Disputes Arbitration Act*.

Signed on the 8<sup>th</sup> day of June, <sup>2023</sup> ~~2022~~ in Shelburne, ON.

FOR THE CORPORATION OF  
THE COUNTY OF DUFFERIN


FOR THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3192

  
\_\_\_\_\_  
Rohan Thompson, Dir. People & Equity

  
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Christy Vivian, HR Manager

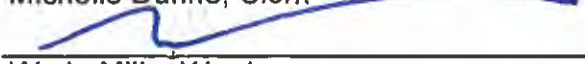
  
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Brenda Wagner, Administrator

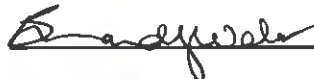
  
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Diane Whitten-Franks, Assoc. Administrator

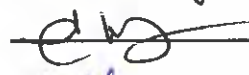
  
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Jenny Power, Director of Care

  
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Matthew Hillier, HR Advisor

  
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Michelle Dunne, Clerk

  
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Wade Mills, Warden

  
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## SCHEDULE "A" CLASSIFICATION AND WAGE RATES

### I(a.i) (37.5 hours per week): RPN (Class 9)

	Start	After Prob'n	Year 1	Year 2	Year 3
<b>Annual</b>					
<i>Expired Rate</i>	61366.50	62224.50	63141.00	65071.50	67021.50
1-Jan-22	63514.33	64402.36	65350.94	67349.00	69367.25
7-Oct-22	65464.33	66352.36	67300.94	69299.00	71317.25
1-Jan-23	67755.58	68674.69	69656.47	71724.47	73813.36
1-Jan-24	69957.64	70906.62	71920.30	74055.51	76212.29
<b>Bi-Weekly</b>					
<i>Expired Rate</i>	2360.25	2393.25	2428.50	2502.75	2577.75
1-Jan-22	2442.86	2477.01	2513.50	2590.35	2667.97
7-Oct-22	2517.86	2552.01	2588.50	2665.35	2742.97
1-Jan-23	2605.98	2641.33	2679.09	2758.63	2838.98
1-Jan-24	2690.68	2727.18	2766.17	2848.29	2931.24
<b>Hourly</b>					
<i>Expired Rate</i>	31.47	31.91	32.38	33.37	34.37
1-Jan-22	32.57	33.03	33.51	34.54	35.57
7-Oct-22	33.57	34.03	34.51	35.54	36.57
1-Jan-23	34.75	35.22	35.72	36.78	37.85
1-Jan-24	35.88	36.36	36.88	37.98	39.08

### I(a.ii) (35.0 hours per week): Accounting Clerk, Administrative Clerk (Class 1)

	Start	After Prob'n	Year 1	Year 2	Year 3
<b>Annual</b>					
<i>Expired Rate</i>	47629.40	48412.00	49322.00	51087.40	52925.60
1-Jan-22	49296.43	50106.42	51048.27	52875.46	54778.00
1-Jan-23	51021.80	51860.14	52834.96	54726.10	56695.23
1-Jan-24	52680.01	53545.60	54552.10	56504.70	58537.82
<b>Bi-Weekly</b>					
<i>Expired Rate</i>	1831.90	1862.00	1897.00	1964.90	2035.60
1-Jan-22	1896.02	1927.17	1963.40	2033.67	2106.85
1-Jan-23	1962.38	1994.62	2032.11	2104.85	2180.59
1-Jan-24	2026.15	2059.45	2098.16	2173.26	2251.45
<b>Hourly</b>					
<i>Expired Rate</i>	26.17	26.60	27.10	28.07	29.08
1-Jan-22	27.09	27.53	28.05	29.05	30.10
1-Jan-23	28.03	28.49	29.03	30.07	31.15
1-Jan-24	28.95	29.42	29.97	31.05	32.16

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**l(a.iii) (35.0 hours per week): Medical Secretary (Class 10)**

	Start	After Prob'n	Year 1	Year 2	Year 3
<b>Annual</b>					
<i>Expired Rate</i>	46118.80	46974.20	47829.60	49595.00	51469.60
1-Jan-22	47732.96	48618.30	49503.64	51330.83	53271.04
1-Jan-23	49403.61	50319.94	51236.26	53127.40	55135.52
1-Jan-24	51009.23	51955.34	52901.44	54854.04	56927.43
<b>Bi-Weekly</b>					
<i>Expired Rate</i>	1773.80	1806.70	1839.60	1907.50	1979.60
1-Jan-22	1835.88	1869.93	1903.99	1974.26	2048.89
1-Jan-23	1900.14	1935.38	1970.63	2043.36	2120.60
1-Jan-24	1961.89	1998.28	2034.67	2109.77	2189.52
<b>Hourly</b>					
<i>Expired Rate</i>	25.34	25.81	26.28	27.25	28.28
1-Jan-22	26.23	26.71	27.20	28.20	29.27
1-Jan-23	27.14	27.65	28.15	29.19	30.29
1-Jan-24	28.03	28.55	29.07	30.14	31.28

**l(b.i) (37.50 hours per week): Activationist, Restorative Care Coordinator & Cook (Class 1)**

	Start	After Prob'n	Year 1	Year 2	Year 3
<b>Annual</b>					
<i>Expired Rate</i>	51031.50	51870.00	52845.00	54736.50	56706.00
1-Jan-22	52817.60	53685.45	54694.58	56652.28	58690.71
1-Jan-23	54666.22	55564.44	56608.89	58635.11	60744.88
1-Jan-24	56442.87	57370.29	58448.67	60540.75	62719.09
<b>Bi-Weekly</b>					
<i>Expired Rate</i>	1962.75	1995.00	2032.50	2105.25	2181.00
1-Jan-22	2031.45	2064.83	2103.64	2178.93	2257.34
1-Jan-23	2102.55	2137.09	2177.26	2255.20	2336.34
1-Jan-24	2170.88	2206.55	2248.03	2328.49	2412.27
<b>Hourly</b>					
<i>Expired Rate</i>	26.17	26.60	27.10	28.07	29.08
1-Jan-22	27.09	27.53	28.05	29.05	30.10
1-Jan-23	28.03	28.49	29.03	30.07	31.15
1-Jan-24	28.95	29.42	29.97	31.05	32.16

**l(b.i) (37.50 hours per week): Relief Cook without papers (Class 13)**

	Start	After Prob'n	Year 1	Year 2	Year 3
<b>Hourly</b>					
<i>Expired Rate</i>	24.86	25.28	25.74	26.65	27.62
1-Jan-22	25.73	26.16	26.64	27.58	28.59
1-Jan-23	26.63	27.08	27.57	28.55	29.59
1-Jan-24	27.50	27.96	28.47	29.48	30.55

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**I(b.ii) (37.50 hours per week): Adult Day Program Worker, Maintenance Trades (Class 10)**

	Start	After Prob'n	Year 1	Year 2	Year 3
<b>Annual</b>					
<i>Expired Rate</i>	49413.00	50329.50	51246.00	53137.50	55146.00
1-Jan-22	51142.46	52091.03	53039.61	54997.31	57076.11
1-Jan-23	52932.44	53914.22	54896.00	56922.22	59073.77
1-Jan-24	54652.75	55666.43	56680.12	58772.19	60993.67
<b>Bi-Weekly</b>					
<i>Expired Rate</i>	1900.50	1935.75	1971.00	2043.75	2121.00
1-Jan-22	1967.02	2003.50	2039.99	2115.28	2195.24
1-Jan-23	2035.86	2073.62	2111.38	2189.32	2272.07
1-Jan-24	2102.03	2141.02	2180.00	2260.47	2345.91
<b>Hourly</b>					
<i>Expired Rate</i>	25.34	25.81	26.28	27.25	28.28
1-Jan-22	26.23	26.71	27.20	28.20	29.27
1-Jan-23	27.14	27.65	28.15	29.19	30.29
1-Jan-24	28.03	28.55	29.07	30.14	31.28

**II(a) (35.0 hours per week): Receptionist/Secretary (Class 2)**

	Start	After Prob'n	Year 1	Year 2	Year 3
<b>Annual</b>					
<i>Expired Rate</i>	42133.00	42879.20	43552.60	45136.00	46628.40
1-Jan-22	43607.66	44379.97	45076.94	46715.76	48260.39
1-Jan-23	45133.92	45933.27	46654.63	48350.81	49949.51
1-Jan-24	46600.78	47426.10	48170.91	49922.21	51572.87
<b>Bi-Weekly</b>					
<i>Expired Rate</i>	1620.50	1649.20	1675.10	1736.00	1793.40
1-Jan-22	1677.22	1706.92	1733.73	1796.76	1856.17
1-Jan-23	1735.92	1766.66	1794.41	1859.65	1921.13
1-Jan-24	1792.34	1824.08	1852.73	1920.09	1983.57
<b>Hourly</b>					
<i>Expired Rate</i>	23.15	23.56	23.93	24.80	25.62
1-Jan-22	23.96	24.38	24.77	25.67	26.52
1-Jan-23	24.80	25.24	25.63	26.57	27.44
1-Jan-24	25.60	26.06	26.47	27.43	28.34

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<b>II(b) {37.50 hours per week}: Maintenance (Class 12)</b>					
	<b>Start</b>	<b>After Probation</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Annual</b>					
<b>Expired Rate</b>	<b>40618.50</b>	<b>41398.50</b>	<b>42237.00</b>	<b>43836.00</b>	<b>45454.50</b>
1-Jan-22	42040.15	42847.45	43715.30	45370.26	47045.41
1-Jan-23	43511.55	44347.11	45245.33	46958.22	48692.00
1-Jan-24	44925.68	45788.39	46715.80	48484.36	50274.49
<b>Bi-Weekly</b>					
<b>Expired Rate</b>	<b>1562.25</b>	<b>1592.25</b>	<b>1624.50</b>	<b>1686.00</b>	<b>1748.25</b>
1-Jan-22	1616.93	1647.98	1681.36	1745.01	1809.44
1-Jan-23	1673.52	1705.66	1740.21	1806.09	1872.77
1-Jan-24	1727.91	1761.09	1796.76	1864.78	1933.63
<b>Hourly</b>					
<b>Expired Rate</b>	<b>20.83</b>	<b>21.23</b>	<b>21.66</b>	<b>22.48</b>	<b>23.31</b>
1-Jan-22	21.56	21.97	22.42	23.27	24.13
1-Jan-23	22.31	22.74	23.20	24.08	24.97
1-Jan-24	23.04	23.48	23.96	24.86	25.78
<b>III {37.50 hours per week}: PSW/HCA (Class 3)</b>					
	<b>Start</b>	<b>After Probation</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Annual</b>					
<b>Expired Rate</b>	<b>45883.50</b>	<b>46644.00</b>	<b>47404.50</b>	<b>49042.50</b>	<b>50680.50</b>
1-Jan-22	47489.42	48276.54	49063.66	50758.99	52454.32
1-Jan-23	49151.55	49966.22	50780.89	52535.55	54290.22
1-Jan-24	50748.98	51590.12	52431.26	54242.96	56054.65
<b>Bi-Weekly</b>					
<b>Expired Rate</b>	<b>1764.75</b>	<b>1794.00</b>	<b>1823.25</b>	<b>1886.25</b>	<b>1949.25</b>
1-Jan-22	1826.52	1856.79	1887.06	1952.27	2017.47
1-Jan-23	1890.44	1921.78	1953.11	2020.60	2088.09
1-Jan-24	1951.88	1984.24	2016.59	2086.27	2155.95
<b>Hourly</b>					
<b>Expired Rate</b>	<b>23.53</b>	<b>23.92</b>	<b>24.31</b>	<b>25.15</b>	<b>25.99</b>
1-Jan-22	24.35	24.76	25.16	26.03	26.90
1-Jan-23	25.21	25.62	26.04	26.94	27.84
1-Jan-24	26.03	26.46	26.89	27.82	28.75

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<b>IV (37.50 hours per week): Nurses Aides (Class 4)</b>					
	<b>Start</b>	<b>After Probation</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Annual</b>					
<b>Expired Rate</b>	<b>45142.50</b>	<b>45942.00</b>	<b>46663.50</b>	<b>48360.00</b>	<b>49959.00</b>
1-Jan-22	46722.49	47549.97	48296.72	50052.60	51707.57
1-Jan-23	48357.77	49214.22	49987.11	51804.44	53517.33
1-Jan-24	49929.40	50813.68	51611.69	53488.09	55256.64
<b>Bi-Weekly</b>					
<b>Expired Rate</b>	<b>1736.25</b>	<b>1767.00</b>	<b>1794.75</b>	<b>1860.00</b>	<b>1921.50</b>
1-Jan-22	1797.02	1828.85	1857.57	1925.10	1988.75
1-Jan-23	1859.91	1892.85	1922.58	1992.48	2058.36
1-Jan-24	1920.36	1954.37	1985.06	2057.23	2125.26
<b>Hourly</b>					
<b>Expired Rate</b>	<b>23.15</b>	<b>23.56</b>	<b>23.93</b>	<b>24.80</b>	<b>25.62</b>
1-Jan-22	23.96	24.38	24.77	25.67	26.52
1-Jan-23	24.80	25.24	25.63	26.57	27.44
1-Jan-24	25.60	26.06	26.47	27.43	28.34
<b>V(a.i) (37.50 hours per week): Dietary Aides (Class 6)</b>					
	<b>Start</b>	<b>After Prob'n</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Annual</b>					
<b>Expired Rate</b>	<b>42412.50</b>	<b>43231.50</b>	<b>44011.50</b>	<b>45708.00</b>	<b>47307.00</b>
1-Jan-22	43896.94	44744.60	45551.90	47307.78	48962.75
1-Jan-23	45433.33	46310.66	47146.22	48963.55	50676.44
1-Jan-24	46909.91	47815.76	48678.47	50554.87	52323.43
<b>Bi-Weekly</b>					
<b>Expired Rate</b>	<b>1631.25</b>	<b>1662.75</b>	<b>1692.75</b>	<b>1758.00</b>	<b>1819.50</b>
1-Jan-22	1688.34	1720.95	1752.00	1819.53	1883.18
1-Jan-23	1747.44	1781.18	1813.32	1883.21	1949.09
1-Jan-24	1804.23	1839.07	1872.25	1944.42	2012.44
<b>Hourly</b>					
<b>Expired Rate</b>	<b>21.75</b>	<b>22.17</b>	<b>22.57</b>	<b>23.44</b>	<b>24.26</b>
1-Jan-22	22.51	22.95	23.36	24.26	25.11
1-Jan-23	23.30	23.75	24.18	25.11	25.99
1-Jan-24	24.06	24.52	24.96	25.93	26.83



**CUPE Local 3192 & The Corporation of The County of Dufferin at Dufferin Oaks**  
**Collective Agreement - Expiring Dec 31, 2024**

<b>V(a.ii) {37.50 hours per week}: Laundry Aides H/K Aides and H/K Aide Receiver (Class 5)</b>					
	<b>Start</b>	<b>After Probation</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Annual</b>					
<b>Expired Rate</b>	<b>41866.50</b>	<b>42666.00</b>	<b>43485.00</b>	<b>45123.00</b>	<b>46722.00</b>
1-Jan-22	43331.83	44159.31	45006.98	46702.31	48357.27
1-Jan-23	44848.44	45704.89	46582.22	48336.89	50049.77
1-Jan-24	46306.02	47190.29	48096.14	49907.83	51676.39
<b>Bi-Weekly</b>					
<b>Expired Rate</b>	<b>1610.25</b>	<b>1641.00</b>	<b>1672.50</b>	<b>1735.50</b>	<b>1797.00</b>
1-Jan-22	1666.61	1698.44	1731.04	1796.24	1859.90
1-Jan-23	1724.94	1757.88	1791.62	1859.11	1924.99
1-Jan-24	1781.00	1815.01	1849.85	1919.53	1987.55
<b>Hourly</b>					
<b>Expired Rate</b>	<b>21.47</b>	<b>21.88</b>	<b>22.30</b>	<b>23.14</b>	<b>23.96</b>
1-Jan-22	22.22	22.65	23.08	23.95	24.80
1-Jan-23	23.00	23.44	23.89	24.79	25.67
1-Jan-24	23.75	24.20	24.66	25.59	26.50
<b>VI: Nursing Assistant; Activation Assistant (Over the age of 18) (Class 7)</b>					
<b>Hourly</b>					
<b>Expired Rate</b>	<b>14.85</b>				
1-Jan-22	15.52				
1-Jan-23	16.06				
1-Oct-23	16.55		ESA Rate Increase		
1-Jan-24	17.09				
<b>VII: Students (under 18 years of age) (Class 8)</b>					
<b>Hourly</b>	<b>Start</b>			<b>Job Rate</b>	<b>Job Rate</b>
<b>Expired Rate</b>	<b>11.63</b>			<b>11.67</b>	
1-Jan-22	12.04			12.08	
1-Oct-22	14.60		<b>Current ESA Rate</b>	14.65	
1-Jan-23	15.11			15.16	
1-Oct-23	15.60		ESA Rate Increase	15.65	
1-Jan-24	16.11			16.16	
Student Minimum Wage is 14.60 effective October 1, 2022, as per ESA					
When a "Student" (under the age of 18) completes their probationary period, they go directly to the "Job Rate" rate of pay. The "Student Rate" shall apply only to those employees under the age of eighteen (18) years who are regularly attending secondary school.					

**CUPE Local 3192 & The Corporation of The County of Dufferin at Dufferin Oaks  
Collective Agreement - Expiring Dec 31, 2024**

<b>VIII: Drivers (Class 11)</b>					
	<b>Start</b>	<b>After Probation</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Hourly</b>					
<b>Expired Rate</b>	<b>18.23</b>	<b>18.66</b>	<b>19.06</b>	<b>19.91</b>	<b>20.73</b>
1-Jan-22	18.87	19.31	19.73	20.61	21.46
1-Jan-23	19.53	19.99	20.42	21.33	22.21
1-Jan-24	20.16	20.64	21.08	22.02	22.93

**LETTER OF UNDERSTANDING**  
**RE: UNION LEAVE DAYS**

Between

The Corporation of the County of Dufferin,  
Dufferin Oaks Home for the Aged

And

The Canadian Union of Public Employees  
And its Local 3192

Further to Article 19.02 Union Leave,

The Employer agrees that up to an additional thirty (30) working days of Union Leave per calendar year may be granted for the purposes of members to attend at educational modules held through CUPE or its affiliates for the express purpose of education and certification. This extended number of days is in recognition of the unique circumstances facing the Union at this point in time and is not intended to survive the current Collective Agreement.

The parties recognize the need for the Employer to maintain operational requirements during such leaves (19.02 as extended by this letter) and will endeavor to approve the requested leave(s), provided the leave does not interfere with the operation of the Home.


Requests for Union Leave will be at least three (3) weeks in advance of the proposed leave and the Employer will respond to the leave request within five (5) working days of receipt of the request.

DATED at Shelburne, ON, on June 8, 2023.

For the Employer:

For the Union:

  
\_\_\_\_\_  
Rohan Thompson, Dir. People & Equity

  
\_\_\_\_\_  
Christy Vivian, HR Manager

  
\_\_\_\_\_  
Brenda Wagner, Administrator

  
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Diane Whitten Franks, Assoc. Administrator

  
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Jenny Power, Director of Care

  
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Matthew Hillier, HR Advisor

  
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Michelle Durne, Clerk

  
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Wade Mills, Warden

  
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**LETTER OF UNDERSTANDING**  
**RE: NON-SCHEDULED HOURS**

Between

**The Corporation of the County of Dufferin (“the Employer”)  
At Dufferin Oaks (“the Home”)**

and

**The Canadian Union of Public Employees  
And its Local 3192 (“the Union”)**

The parties agree as follows to be posted on Union bulletin boards:

1. The Employer agrees that the distribution of non-scheduled hours described below represents the current practice for each department. The Union agrees that the current practice so described for each department is equitable and therefore complies with Article 15.08. The Employer reserves the right to change the practice for any department or all of them and is prepared to provide the Union with written notice in advance of any such change. The Union reserves the right to grieve in the event of any such change on the basis that the revised practice no longer complies with the Collective Agreement.
2. During current negotiations the parties discussed the intent of the language under Article 15.08 (a) as it relates to the distribution of non-scheduled hours. In an effort to clarify the current practices of each department the parties agree to the following individual departmental practices as they relate to non-scheduled hours distribution;
3. Non-Schedule Hours will be distributed as follows:
  - a) Nursing - Any available shifts are offered on a rotational basis by seniority. Employees refusing or not responding to an offered shift before the shift is filled will not be offered another available shift until the rotation returns back to the employee.
  - b) Dietary - Available shifts will be offered on a bi-weekly basis (pay period) to the most senior employee with the least amount of scheduled hours.
  - c) **Environmental Services (Housekeeping/Laundry)** - Any available shifts are offered on a rotational basis by seniority. Employees refusing or not responding to an offered shift before the shift is filled will not be offered another available shift until the rotation returns back to the employee.
  - d) **Environmental Services (Maintenance)** - Any available shifts are offered by seniority.
  - e) Activation - Any available shifts are offered on a rotational basis by seniority. Employees refusing or not responding to an offered shift before the shift is filled

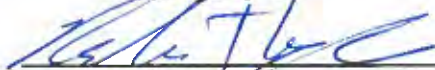
will not be offered another available shift until the rotation returns back to the employee.


**f) Dufferin County Community Support Services (DCCSS)**

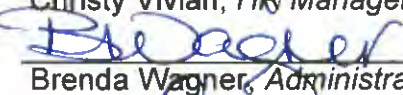
- i) Adult Day Program Worker – Any available shifts are offered to the most senior staff member not currently scheduled. Should the part-time member not be available, any shifts remaining are then offered to the most senior qualified person within the DCCSS department.
- ii) Drivers – Available shifts will be offered on a bi-weekly basis (pay period) to the most senior employee available with the least amount of scheduled hours.


DATED at Shelburne, ON June 8, 2023.


**For the Employer:**

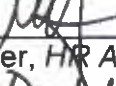
  
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Rohan Thompson, Dir. People & Equity

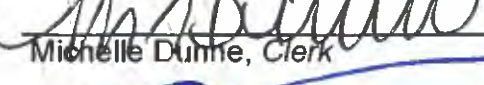
  
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Christy Vivian, HR Manager

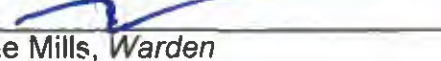
  
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Brenda Wagner, Administrator

  
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Diane Whitten-Franks, Assoc. Administrator

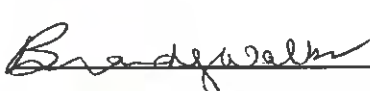


  
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Jenny Power, Director of Care

  
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Matthew Hiller, HR Advisor

  
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Michelle Dunne, Clerk

  
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Wade Mills, Warden

**For the Union:**

  
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**LETTER OF UNDERSTANDING –**  
**RE: WORKLOAD COMMITTEE**

Between

The Corporation of the County of Dufferin,  
Dufferin Oaks Home for the Aged


And


The Canadian Union of Public Employees  
And its Local 3192


Employees may submit a written request outlining where and how they are experiencing workload issues which will be referred to the Joint Health and Safety Committee for their review and recommendation.


DATED at Shelburne, ON June 8, 2023.

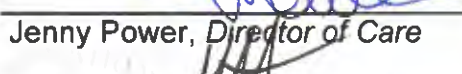
For the Employer:

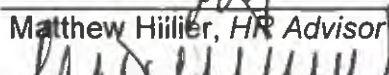
  
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Rohan Thompson, Dir. People & Equity

  
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Christy Vivian, HR Manager


  
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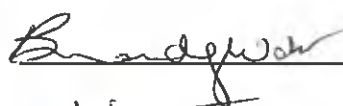
  
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Jenny Power, Director of Care

  
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Matthew Hillier, HR Advisor

  
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Michelle Dunne, Clerk

  
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Wade Mills, Warden

For the Union:

  
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**LETTER OF UNDERSTANDING –**  
**RE: HOURS OF WORK**

Between

The Corporation of the County of Dufferin,  
Dufferin Oaks Home for the Aged

And

The Canadian Union of Public Employees  
And its Local 3192

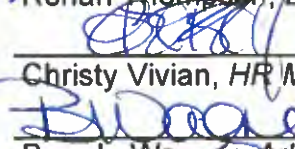
The parties agree to the following terms and conditions as it relates to Article 15.12(a):

1. The parties agree that the practice as it relates to the classification of regular part-time PSW for scheduling purposes does not adhere to the process as set out under Article 15.12(a). The current practice does not allow for assigning of additional shifts in excess of an employee's assigned shift schedule as per Article 15.02.
2. The parties agree that in order to transition to current Collective Agreement provisions under 15.12(a), the Employer shall identify on job posting vacancies the right to schedule shifts in addition to an employee's regularly assigned shift schedule.
3. Regular part-time PSW employees may elect within thirty (30) days of ratification December 17, 2017 to identify in writing to the Medical Secretary that they do not want to participate in the equitable distribution of scheduled shifts as outlined in Article 15.02 and 15.12(a); and such election will remain in place for the duration of the Collective Agreement so long as they are working as a regular part-time PSW employee. This election may be revoked at any time; however, the revocation is irreversible.
4. To clarify, any regular part-time PSW who permanently posts out of the regular part-time PSW classification will be subject to item #2 above.

The parties further agree to the addition of the following term and condition as it relates to Article 15.12(b):

1. The parties agree that employees may request a shift for shift exchange, which will not be unreasonably denied, provided that the operation of the Home is not unduly disadvantaged.

  
\_\_\_\_\_  
Rohan Thompson, Dir. People & Equity


  
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Christy Vivian, HR Manager

  
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Brenda Wagner, Administrator

  
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Diane Whitten-Franks, Assoc. Administrator

  
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Jenny Power, Director of Care


  
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Matthew Hillier, HR Advisor

  
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Michelle Dunrie, Clerk

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Wade Mills, Warden

DATED at Shelburne, ON June 8, 2023.

For the Union:

  
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**LETTER OF UNDERSTANDING**  
**RE: JOB POSTING COMMITTEE**

Between

The Corporation of the County of Dufferin,  
Dufferin Oaks Home for the Aged

And

The Canadian Union of Public Employees  
And its Local 3192

Re: Article 13.01 (a-f) Promotions and Staff Changes

On a without precedent basis

WHEREAS both parties agree improvements and efficiencies can be made to the current internal job posting process and language,

AND WHEREAS both parties agree to meet and discuss strategies and proposed language changes in an effort to improve the existing process,

NOW THEREFORE the parties mutually agree as follows:


- a) A Committee will be formed comprising in equal part of members of CUPE and Dufferin Oaks Management.
- b) Members of the Job Posting Committee will be at the discretion of either party, not to exceed three (3) members per side.
- c) Three (3) members of the Committee shall be appointed by the County and three (3) members shall be appointed by the Union.
- d) Committee meetings may be conducted in-person or virtually as determined in advance by the Committee.
- e) If a Committee meeting is scheduled outside a Committee member's regularly scheduled hours, that Committee member shall be paid their normal wages for the time spent participating in the Committee meeting only.
- f) The parties agree to meet within sixty (60) days of ratification of the newly bargained Collective Agreement.
- g) The parties will identify existing gaps and inefficiencies and in good faith work to identify solutions that are mutually agreeable.




- h) Recommendations from the Committee will serve as the basis for new language pertaining to the internal job posting process.
- i) Proposed amendments to existing language shall be presented at Labour Management within six (6) months after the formation of the Committee, however, this timeline may be extended if mutually agreeable.
- j) The new language and process will undergo a trial period not to exceed six (6) months and be re-evaluated.
- k) After a successful trial period, proposed amendments will be discussed at Labour Management and, upon approval by all parties, incorporated into the existing Collective Agreement, superseding the existing language identified under 13.01 (a-f).
- l) Existing practise and current language will apply until new language is agreed to and ratified by both parties.
- m) The Job Posting Committee shall be dissolved upon ratification and incorporation of the new language into the Collective Agreement.

DATED at Shelburne, ON June 8, 2023.


For the Employer:

  
\_\_\_\_\_  
Rohan Thompson, Dir. People & Equity

  
\_\_\_\_\_  
Christy Vivian, HR Manager

  
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Brenda Wagner, Administrator

  
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Diane Whitten-Franks, Assoc. Administrator

  
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Jenny Power, Director of Care


  
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Matthew Hillier, HR Advisor

  
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Michelle Dunne, Clerk

  
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Wade Mills, Warden

For the Union:

  
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**LETTER OF UNDERSTANDING**  
**RE: JOB SHARING**

Between

The Corporation of the County of Dufferin,  
Dufferin Oaks Home for the Aged

And

The Canadian Union of Public Employees  
And its Local 3192

On a without precedent basis:

A job sharing arrangement whereby two (2) employees may share a full-time master line rotation in accordance with the following criteria:

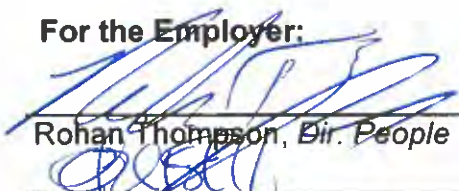
- a) Requests to job share may be made by an employee at any time and will be considered on an individual basis.
- b) A full-time employee wishing to share their position may do so without having the desired portion of the full-time master line rotation they wish to retain posted.
- c) Requests to job share will be submitted in writing along with a printed example of the master line rotation indicating which shifts will be maintained by the job share request and which shifts will make up the job share shifts/line to be posted.
- d) Job share requests will only be considered for a commitment intended to last for one (1) year or more.
- e) The determination as to whether a job share is feasible with the current staffing requirements shall be at the discretion of the Employer. The Employer shall not unreasonably or arbitrarily refuse to implement job sharing.
- f) Vacant job sharing positions will be posted and selection will be based on the job posting criteria set out in the Collective Agreement, Article 13.
- g) The employees involved in a job sharing arrangement will be temporarily classified as Regular (Permanent) Part-time Employees for the duration of the job sharing and will be covered by the provisions of the Collective Agreement applicable to Regular Part-time Employees.
- h) If the successful incumbent of the job share posting is from the same classification, currently holds a Regular (Permanent) Part-time line, and wishes to retain their Regular (Permanent) Part-time line, they may do so upon request


provided there is no conflict between the job share shifts accepted and their current Regular (Permanent) Part-time line. It is also understood that the acceptance of the job share shifts cannot put the incumbent into a position of overtime under Article 15.07 or contravention of any applicable legislation. It is further understood that if the incumbent regularly works full-time hours with the addition of the job posting shifts, they will continue to be classified as Regular (Permanent) Part-time. If the successful incumbent chooses not to retain their current Regular (Permanent) Part-time line, it will be posted as a temporary job posting as per the job posting criteria set out in the Collective Agreement, Article 13. At the end of the job share, the successful incumbent will return to their previously held Regular (Permanent) Part-time line.

- i) If one of the time sharers leaves the arrangement or is expected to be absent from work on an extended leave for a period greater than twelve (12) weeks, the job share will end and the original master line rotation will resume and both job sharers will return to their original lines.
- j) Requests to end a job share agreement by either party must be given to the Employer in writing with at least ninety (90) days notice.
- k) All provisions not spoken to in the Letter of Understanding are subject to provisions of the Collective Agreement.

DATED at Shelburne, ON., June 8, 2023.

For the Employer:

  
\_\_\_\_\_  
Rohan Thompson, Dir. People & Equity

  
\_\_\_\_\_  
Christy Vivian, HR Manager

  
\_\_\_\_\_  
Brenda Wagner, Administrator

  
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Diane Whitten-Franks, Assoc. Administrator

  
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Jenny Power, Director of Care

  
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Matthew Hillier, HR Advisor

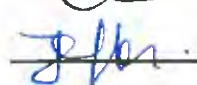
  
\_\_\_\_\_  
Michelle Dunne, Clerk

  
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Wade Mills, Warden

For the Union:

  
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c) Each member of the Maintenance class of workers who is required to perform duties outdoors shall be provided with appropriate outdoor weather clothing as ordered and provided by the Employer.

23.07 Payroll Policies

Unless otherwise agreed, payment of wages is made every second Wednesday, through direct deposit, to the employee's bank account on record. A statement of the employees' earnings and deductions will be provided to each employee electronically to an email account of their choice. Upon request, a paper copy of their pay statement will be made available. Employees leaving the employ of the Employer shall be paid all outstanding monies on the next regular payroll day. An employee may designate, in writing, a dollar amount to be directed to a secondary bank account.

23.08 Professional Colleges

Where legislation requires any new classification of employees to become members of a College, the parties agree to meet jointly to review the implications that may be applicable to Dufferin Oaks Home for the Aged.

**ARTICLE 24 – DURATION**

24.01 This Agreement shall remain in full force and effect from January 1, 2022 to December 31, 2024 and shall be automatically renewed from year to year thereafter, unless either party notifies the other party, in writing, within ninety (90) days prior to the termination of this Agreement, of its desire to negotiate a revision, addition, or deletion to this Agreement.


24.02 In the event notice is given, as set out in Article 24.01, this Agreement shall be automatically extended until the consummation of a new Agreement through negotiations or pursuant to the appropriate procedures set out in the *Ontario Labour Relations Act* and the *Ontario Hospital Labour Disputes Arbitration Act*.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 in Shelburne, ON.

FOR THE CORPORATION OF  
THE COUNTY OF DUFFERIN

FOR THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3192

  
\_\_\_\_\_  
Rohán Thompson, Dir. People & Equity

  
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Christy Vivian, HR Manager

  
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Brenda Wagner, Administrator

  
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Diane Whitten-Franks, Assoc. Administrator

  
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Jenny Power, Director of Care


  
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Matthew Hillier, HR Advisor

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Michelle Dunne, Clerk

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Wade Mills, Warden

  
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Brad Swale

  
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Jeff Vreken

  
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Jeff Vreken

  
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Jeff Vreken | May 12, 2023 10:32 EDT

**LETTER OF UNDERSTANDING**  
**RE: UNION LEAVE DAYS**

Between

The Corporation of the County of Dufferin,  
Dufferin Oaks Home for the Aged

And

The Canadian Union of Public Employees  
And its Local 3192

Further to Article 19.02 Union Leave,

The Employer agrees that up to an additional thirty (30) working days of Union Leave per calendar year may be granted for the purposes of members to attend at educational modules held through CUPE or its affiliates for the express purpose of education and certification. This extended number of days is in recognition of the unique circumstances facing the Union at this point in time and is not intended to survive the current Collective Agreement.


The parties recognize the need for the Employer to maintain operational requirements during such leaves (19.02 as extended by this letter) and will endeavor to approve the requested leave(s), provided the leave does not interfere with the operation of the Home.

Requests for Union Leave will be at least three (3) weeks in advance of the proposed leave and the Employer will respond to the leave request within five (5) working days of receipt of the request.

DATED at Shelburne, ON, on \_\_\_\_\_.

For the Employer:

  
\_\_\_\_\_  
Rohan Thompson, Dir. People & Equity

  
\_\_\_\_\_  
Christy Vivian, HR Manager

  
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Brenda Wagner, Administrator

  
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Diane Whitten-Franks, Assoc. Administrator

  
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Jenny Power, Director of Care

  
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Matthew Hillier, HR Advisor

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Michelle Dunne, Clerk


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Wade Mills, Warden

For the Union:

  
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will not be offered another available shift until the rotation returns back to the employee.


**f) Dufferin County Community Support Services (DCCSS)**

- i) Adult Day Program Worker – Any available shifts are offered to the most senior staff member not currently scheduled. Should the part-time member not be available, any shifts remaining are then offered to the most senior qualified person within the DCCSS department.
- ii) Drivers – Available shifts will be offered on a bi-weekly basis (pay period) to the most senior employee available with the least amount of scheduled hours.

DATED at Shelburne, ON \_\_\_\_\_.

For the Employer:

  
\_\_\_\_\_  
Rohan Thompson, Dir. People & Equity

  
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Christy Vivian, HR Manager

  
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Jenny Power, Director of Care

  
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Matthew Hillier, HR Advisor

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Michelle Dunne, Clerk

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Wade Mills, Warden

For the Union:

  
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Jeff Vreken (May 12, 2023 10:32 EDT)  
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**LETTER OF UNDERSTANDING -**  
**RE: WORKLOAD COMMITTEE**

Between

The Corporation of the County of Dufferin,  
Dufferin Oaks Home for the Aged

And

The Canadian Union of Public Employees  
And its Local 3192

Employees may submit a written request outlining where and how they are experiencing workload issues which will be referred to the Joint Health and Safety Committee for their review and recommendation.

DATED at Shelburne, ON \_\_\_\_\_.

For the Employer:

  
\_\_\_\_\_  
Rohan Thompson, Dir. People & Equity

  
\_\_\_\_\_  
Christy Vivian, HR Manager

  
\_\_\_\_\_  
Brenda Wagner, Administrator

  
\_\_\_\_\_  
Diane Whitten Franks, Assoc. Administrator

  
\_\_\_\_\_  
Jenny Power, Director of Care

  
\_\_\_\_\_  
Matthew Hillier, HR Advisor

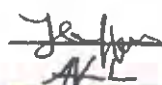
\_\_\_\_\_  
Michelle Dunne, Clerk

\_\_\_\_\_  
Wade Mills, Warden

For the Union:

  
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**LETTER OF UNDERSTANDING –**  
**RE: HOURS OF WORK**

Between

**The Corporation of the County of Dufferin,  
Dufferin Oaks Home for the Aged**

And

**The Canadian Union of Public Employees  
And its Local 3192**

The parties agree to the following terms and conditions as it relates to Article 15.12(a):

1. The parties agree that the practice as it relates to the classification of regular part-time PSW for scheduling purposes does not adhere to the process as set out under Article 15.12(a). The current practice does not allow for assigning of additional shifts in excess of an employee's assigned shift schedule as per Article 15.02.
2. The parties agree that in order to transition to current Collective Agreement provisions under 15.12(a), the Employer shall identify on job posting vacancies the right to schedule shifts in addition to an employee's regularly assigned shift schedule.
3. Regular part-time PSW employees may elect within thirty (30) days of ratification December 17, 2017 to identify in writing to the Medical Secretary that they do not want to participate in the equitable distribution of scheduled shifts as outlined in Article 15.02 and 15.12(a); and such election will remain in place for the duration of the Collective Agreement so long as they are working as a regular part-time PSW employee. This election may be revoked at any time; however, the revocation is irreversible.
4. To clarify, any regular part-time PSW who permanently posts out of the regular part-time PSW classification will be subject to item #2 above.

The parties further agree to the addition of the following term and condition as it relates to Article 15.12(b):

1. The parties agree that employees may request a shift for shift exchange, which will not be unreasonably denied, provided that the operation of the Home is not unduly disadvantaged.

  
\_\_\_\_\_  
Rohan Thompson, Dir. People & Equity

DATED at Shelburne, ON \_\_\_\_\_.

\_\_\_\_\_  
Christy Vivian, HR Manager

  
\_\_\_\_\_  
Brenda Wagner, Administrator

\_\_\_\_\_  
Diane Whitten-Franks, Assoc. Administrator

  
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Jenny Power, Director of Care

  
\_\_\_\_\_  
Matthew Hillier, HR Advisor

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Michelle Dunne, Clerk

\_\_\_\_\_  
Wade Mills, Warden

For the Union:

  
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Jeff Vreken | May 12, 2013 11:32 EDT




- h) Recommendations from the Committee will serve as the basis for new language pertaining to the internal job posting process.
- i) Proposed amendments to existing language shall be presented at Labour Management within six (6) months after the formation of the Committee, however, this timeline may be extended if mutually agreeable.
- j) The new language and process will undergo a trial period not to exceed six (6) months and be re-evaluated.
- k) After a successful trial period, proposed amendments will be discussed at Labour Management and, upon approval by all parties, incorporated into the existing Collective Agreement, superseding the existing language identified under 13.01 (a-f).
- l) Existing practise and current language will apply until new language is agreed to and ratified by both parties.
- m) The Job Posting Committee shall be dissolved upon ratification and incorporation of the new language into the Collective Agreement.

DATED at Shelburne, ON \_\_\_\_\_.

For the Employer:

  
Rohan Thompson, Dir. People & Equity

  
Christy Vivian, HR Manager

  
Brenda Wagner, Administrator

  
Diane Whitten-Franks, Assoc. Administrator

  
Jenny Power, Director of Care

  
Matthew Hillier, HR Advisor

Michelle Dunne, Clerk

Wade Mills, Warden

For the Union:

  
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provided there is no conflict between the job share shifts accepted and their current Regular (Permanent) Part-time line. It is also understood that the acceptance of the job share shifts cannot put the incumbent into a position of overtime under Article 15.07 or contravention of any applicable legislation. It is further understood that if the incumbent regularly works full-time hours with the addition of the job posting shifts, they will continue to be classified as Regular (Permanent) Part-time. If the successful incumbent chooses not to retain their current Regular (Permanent) Part-time line, it will be posted as a temporary job posting as per the job posting criteria set out in the Collective Agreement, Article 13. At the end of the job share, the successful incumbent will return to their previously held Regular (Permanent) Part-time line.

- i) If one of the time sharers leaves the arrangement or is expected to be absent from work on an extended leave for a period greater than twelve (12) weeks, the job share will end and the original master line rotation will resume and both job sharers will return to their original lines.
- j) Requests to end a job share agreement by either party must be given to the Employer in writing with at least ninety (90) days notice.
- k) All provisions not spoken to in the Letter of Understanding are subject to provisions of the Collective Agreement.

DATED at Shelburne, ON., \_\_\_\_\_.

For the Employer:

  
Rohan Thompson, Dir. People & Equity

  
Christy Vivian, HR Manager

  
Brenda Wagner, Administrator

  
Diane Whitten-Franks, Assoc. Administrator

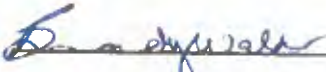
  
Jenny Power, Director of Care

  
Matthew Hillier, HR Advisor

  
Michelle Dunne, Clerk

  
Wade Mills, Warden

For the Union:

  
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Jeff Vroeven (May 12, 2023 10:32 EDT)

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# MOS Signoff Pages

Final Audit Report

2023-05-12

Created:	2023-05-12
By:	Kristen Bowman (kbowman@cupe.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAs10_LNdXXSS0034QVTCBYd3ek1eHrdjH

## "MOS Signoff Pages" History

-  Document created by Kristen Bowman (kbowman@cupe.ca)  
2023-05-12 - 2:29:21 PM GMT
-  Document emailed to jvreeken@cupe.ca for signature  
2023-05-12 - 2:30:20 PM GMT
-  Email viewed by jvreeken@cupe.ca  
2023-05-12 - 2:31:12 PM GMT
-  Signer jvreeken@cupe.ca entered name at signing as Jeff Vreeken  
2023-05-12 - 2:32:25 PM GMT
-  Document e-signed by Jeff Vreeken (jvreeken@cupe.ca)  
Signature Date: 2023-05-12 - 2:32:27 PM GMT - Time Source: server
-  Agreement completed.  
2023-05-12 - 2:32:27 PM GMT

# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2023-39

### **A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN (Dufferin Oaks Long Term Care Home) AND THE ONTARIO NURSES' ASSOCIATION (ONA). (Collective Agreement)**

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the Agreement between the Corporation of the County of Dufferin and the Ontario Nurses' Association, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 13<sup>th</sup> day of July, 2023.

---

Wade Mills, Warden



---

Michelle Dunne, Clerk

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**DUFFERIN OAKS LONG TERM CARE HOME**  
(hereinafter referred to as the "Employer")

**AND:**

**ONTARIO NURSES` ASSOCIATION**  
(hereinafter referred to as the "Union")

**Expiry: March 31, 2023**

**DUFFE02.C23**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this Agreement is to establish by mutual agreement an orderly collective bargaining relationship and to provide for the prompt resolution of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all nurses within the bargaining unit.
- 1.02 It is recognized that the nurses wish to work together with the Employer to secure the best possible nursing care and health protection for residents.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by the Dufferin Oaks Long Term Care Home in Shelburne, Ontario, save and except Assistant Director of Care and persons above the rank of Assistant Director of Care.
- 2.02 The Employer recognizes the following categories of nurses:
- (a) A "full-time nurse" is a nurse who is regularly scheduled to work the normal full-time hours as defined in this Collective Agreement (Article 15.01).
  - (b) A "regular part-time nurse" is a nurse who regularly works less than the normal full-time hours as defined in this Collective Agreement, Article 15.01, and who offers to make a commitment to be available for work on a regular basis.
  - (c) A "casual part-time nurse" is a nurse who is called in to work on an interim or occasional basis, but does not work a regular schedule, or does so only for a specified period. Such nurse makes no commitment to the Employer to be available on a regular basis.
- 2.03 A Registered Nurse is defined as a nurse who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, and the Nursing Act.
- 2.04 A nurse who holds a Temporary Class Certificate of Registration issued by the College of Nurses of Ontario must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate. If the nurse fails to obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration she or he will be deemed to be not qualified for the position of registered nurse and hers or his employment will be terminated. Such termination shall not be the subject of a grievance or arbitration subject to the provisions of the Human Rights Code.

- 2.05 The word "nurses" when used throughout this Agreement shall mean persons included in the above-described bargaining unit.
- 2.06 (a) In order to protect the standard of nursing care, the Employer agrees that no one outside of the above-mentioned bargaining unit shall perform the work normally performed by members of this bargaining unit except for the purpose of instruction, experimentation or in the event of an emergency situation. The above will not apply to special nurses employed by the residents.
- (b) The Home agrees that there will be at least one (1) Bargaining Unit Registered Nurse scheduled to be on duty at all times. The Employer undertakes to maintain the standard of nursing care required by Provincial Regulatory Authorities.
- 2.07 Whenever the feminine pronoun is used in this agreement, it includes the masculine and non-binary pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.

### **ARTICLE 3 - MANAGEMENT FUNCTIONS**

- 3.01 The Union recognizes that the management of the Home and the direction of the work force are fixed in the Employer except as specifically limited by the provisions of this Agreement. The Union acknowledges that it is the function of the Employer, without restricting the generality of the foregoing, to:
- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline nurses, provided that a claim of suspension, discharge or discipline without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses.
- 3.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of the Agreement.



#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer and the Union agree to cooperate in ensuring that the principles and requirements of the Ontario Human Rights Code are understood, observed, and applied in the workplace.
- 4.02 The Employer agrees that no members of Management will seek by interference, restriction or coercion to persuade a nurse not to exercise her/his rights under this Collective Agreement.
- 4.03 **Harassment and Discrimination**
- (a) It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of any of the protected grounds under section 5(2) of the Human Rights Code.
  - (b) It is further agreed that every employee has the right to be free from harassment in the workplace in respect of sex-based grounds as enumerated in section 7(2) of the Code.
  - (c) It is further agreed that every employee has the right to be free from sexually-based solicitation or reprisal in the workplace as enumerated in section 7(3) of the Code.

Any employee who may have a harassment or discrimination complaint is encouraged and recommended to follow the complaint process as set out in the employer's harassment policies and procedures.

#### **ARTICLE 5 - NO STRIKES AND LOCKOUTS**

- 5.01 The union agrees there will be no strikes and the employer agrees there will be no lockouts during the term of this agreement. the term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

#### **ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES**

- 6.01 The Employer shall recognize the following representation:
- (a) a grievance committee of two (2) nurses;
  - (b) a negotiating committee of two (2) nurses; and a Labour Relations Officer;

(c) Union - Home Committee

- i) There shall be a Union - Home Committee comprised of three (3) representatives of the Home, one of whom shall be the Director of Care or her/his designate and one of whom is the Administrator or her/his designate, and one of whom is the Manager of Human Resources or her/his designate, and three (3) members representative of the Union.
- ii) The Committee shall meet quarterly unless otherwise agreed and as required under Section 19.01. The duties of the chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least three (3) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to the Committee members.
- iii) purpose of the Committee includes:
  - (a) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality and quantity of nursing care;
  - (b) dealing with complaints referred to it in accordance with the provisions of Article 19, Professional Responsibility;
  - (c) discussing and reviewing matters relating to orientation and in-service programmes;
  - (d) reviewing other matters of professional concern.
- iv) The Home agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.
- v) Where a Committee representative designated by the Union attends Committee meetings outside of her or his regularly scheduled hours, she or he will be paid for all time spent in attendance at such meetings at her or his regular straight time hourly rate of pay.

6.02 The Union will supply the Employer with the names of their representatives and any changes thereto, including the names of acting representatives appointed to serve temporarily.

6.03 The Employer shall pay designated representatives and Committee members

their respective salaries for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage, negotiating the Collective Agreement and renewals thereof, up to and including conciliation, and while attending meetings with the Employer.

- 6.04 The Union committees shall have the right to have the assistance of representatives or consultants from outside the employ of the Employer.
- 6.05 During the first two weeks of employment, a local representative of the Union shall be allowed up to fifteen (15) minutes of time within working hours to interview all newly employed nurses. Such interviews shall take place on the Employer's premises at a time and place mutually agreed upon by the new nurse, the representative and the Director of Care. The purpose of said interview is to discuss the duties and benefits of Union membership and to give out Collective Agreement Agreements, Membership Forms, and other relevant Union material.
- 6.06 All references to representatives and committee members in this Agreement shall be deemed to mean representatives and committee members who are employed by the Employer.

#### **ARTICLE 7 - UNION SECURITY**

- 7.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings, within that month. The Union shall notify the employer in writing of the amount of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted.
- 7.02 The Employer shall provide monthly the Union with a list showing the names and Social Insurance Numbers of all employees from whom deductions have been made. The report will identify the name of the facility. The Employer will also identify all terminations and newly hired employees. At least once per calendar year, the Employer will provide the Union with a list which includes the addresses, shown on the Employer's personnel records, of all current members of the bargaining unit. The Employer shall provide information in an electronic format. However, in the event of a technological failure, the Organization reserves the right to provide the above information in a different format.
- 7.03 The Union shall indemnify and save the Employer harmless with respect to any liability for dues so deducted and remitted.
- 7.04 The Employer shall provide each nurse with a statement of dues deduction

for income tax purposes (T4 Slip).

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.
- 8.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by a member of the grievance committee.
- 8.03 It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she has first given her Director of Care or designate the opportunity of adjusting her complaint. Such complaint shall be discussed with the Director of Care or designate within ten (10) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse and failing settlement, then within ten (10) days of the Director of Care's decision, it shall be taken up as a grievance as follows:

### **Step Number One:**

The nurse with the assistance of a member of the Grievance Committee shall submit a written grievance signed by the nurse to the Director of Care or designate. The grievance shall identify the nature of the grievance and the remedy sought. The Director of Care or designate will deliver her/his decision in writing within ten (10) days following the day on which the grievance was presented to him/her. Failing settlement, then;

### **Step Number Two:**

Within ten (10) days, following the decision in Step Number One, the grievance may be submitted in writing to the Home's Administrator or her/his designate. A meeting will then be held between the Home's Administrator or her/his designate, and the Grievance Committee within ten (10) days of the submission of the grievance at Step Number Two unless extended by agreement of the parties.

It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Home's Administrator or her/his designate may have such counsel and assistance as she/he may desire at such a meeting. The decision of the Home shall be delivered in writing within ten (10) days following the date of such meeting. If the decision is unsatisfactory to the nurse, it may be referred to arbitration.

- 8.04 A complaint or grievance arising directly between the Home and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step Number Two within fourteen (14) days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting a nurse which such nurse could himself/herself institute and the regular grievance procedure shall not be thereby bypassed.
- 8.05 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they may present a group grievance in writing identifying each nurse who is grieving to the Director of Care or her/his designate within fourteen (14) days after the circumstances giving rise to the grievance have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step Number One and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 8.06 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. The parties may mutually agree, in writing, to substitute a sole arbitrator for the Arbitration Board. All references in Article 8 to an Arbitration Board shall be taken to include a sole arbitrator. If no written request for arbitration is received within fourteen (14) days after the decision under Step Number Two is given, it will be deemed to be settled.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- 8.07 All agreements reached under the grievance procedure between the representatives of the Home and the representatives of the Union will be final and binding upon the Home and the Union and the Nurses.
- 8.08 Any time limits referred to in the Grievance and Arbitration Procedures shall be exclusive of Saturdays, Sundays and holidays observed by the Employer.
- 8.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such a request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within fourteen (14) days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as

herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

- 8.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 8.12 The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.13 The proceedings of the arbitration board will be expedited by the parties hereto and the decision of the majority, or where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 8.14 Each of the parties hereto will bear the expenses of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 8.15 Where no answer is given within the time limits specified in the grievance procedure, the grieving party shall be entitled to submit the grievance to the next step.
- 8.16 The parties may agree to waive or extend any of the time limits established in this procedure by agreement in writing.
- 8.17 A nurse is entitled prior to the imposition of suspension or discharge, to be given written reason for such action and the Employer must notify the nurse of her/his right to have a Union representative present at any meeting to be held with the Employer to discuss discipline, suspension or discharge. If a nurse declines her/his right to have a Union representative present, the Employer agrees to notify the Union within three (3) days of any such discharge, discipline or suspension. Should the nurse(s) or the Union wish to file a grievance against any such discharge, suspension or discipline, it shall be reduced to writing and filed within ten (10) days of the discharge, suspension or discipline. Copies of disciplinary notations to nurses' personnel files shall be given to the nurses.
- 8.18 A grievance claiming unjust discipline, suspension or discharge may be settled by confirming the Employer's action or by reinstating the nurse and making him/her whole in all respects, or by any other arrangement which is

just and equitable in the opinion of the conferring parties or an Arbitration Board.

## **ARTICLE 9 – SENIORITY**

- 9.01 (a) Seniority for full-time nurses shall be credited as of the date of last hire into the service of the Employer.
- (b) Seniority for part-time and casual nurses shall be based on the total number of full or part-time tours worked since the date of last hire. Fifteen hundred (1500) hours shall be the equivalent to one (1) year of full-time seniority.
- 9.02 (a) All newly employed full-time, part-time and casual nurses shall be considered to be on probation for a period of seventy (70) tours (525 hours) worked or eight (8) months, whichever comes first.
- (b) With the written consent of the Employer, nurse and designated representative, such probationary period may be extended. Where the Employer requests an extension of the probationary period it will provide notice to the Union at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours worked and, where requested, the Employer will advise the nurse and the Union of the basis of such extension.
- (c) Seniority shall then be credited as provided in Article 9.01 herein.
- 9.03 The Employer will keep up-to-date seniority lists for both full-time and part-time nurses, post the same in a conspicuous place, revise the same every six (6) months and supply copies of the current list to the Union.
- 9.04 a) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
- i) when on approved leave of absence with pay;
  - ii) when in receipt of illness allowance under Short Term Disability, Employment Insurance Sick Benefits or Long Term Disability; or
  - iii) for the first twenty-four (24) months when in receipt of WSIB benefits as the result of injury or illness incurred while in the employment of the Employer

- iv) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days.
- v) when on pregnancy & parenting leave.

This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code and the Employment Standards Act.

- (b) Seniority shall be retained but not accumulated when a nurse is absent from work:
  - i) when absent due to layoff for a period of thirty (30) calendar months; or
  - ii) when in receipt of WSIB benefits as the result of injury or illness incurred while in the employment of the Employer for the period beyond twenty-four (24) months and up to thirty (30) months; or
  - iii) when on illness absence not paid by the employer for a period of up to thirty (30) months.

This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code and the Employment Standards Act.

- (c) Seniority shall be lost and employment terminated when a nurse is absent from work under the following circumstances:
  - i) leaves of her or his own accord; or
  - ii) laid off for more than thirty (30) calendar months; or
  - iii) discharged for just cause and such discharge is not reversed through the grievance procedure; or
  - iv) when in receipt of WSIB benefits as the result of injury or illness incurred while in the employment of the Employer for the period in excess of thirty (30) months; or
  - v) when on illness absence not paid by the Employer for a period in excess of thirty (30) months

This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code and the Employment Standards Act.

## 9.05

### Job Posting

Where the Employer determines that a vacancy exists in the bargaining unit, or if the Employer establishes a new position within the bargaining unit, the Employer will post the position on an employee accessible website with a



copy to the Human Resources Bulletin Board and the local union representative. Such notice shall remain posted for a period of seven (7) calendar days.

Employees who wish to apply for any posted vacancy shall do so electronically, to the Human Resources department, on an electronic application form within the posting period.

Such vacancy or new job created shall be filled from the applications received in accordance with Article 9.07. It is understood that qualified employees within the bargaining unit will be considered before external candidates.

Successful applicants will be notified by the Employer within a reasonable time frame and have 24 hours to decline after which time consent is considered final and irrevocable. An announcement will be posted with the successful applicant's name by way of a summary page on the Human Resources Bulletin Board with copy to the local union representative.

This article does not apply to positions that are filled in accordance with the provisions of Article 9.08 Layoff and Recall.

9.06 Vacancies which are not expected to exceed three (3) months may be filled by the Employer with regular part-time nurses without posting. If the temporary vacancy is expected to exceed three (3) months, the position will be posted in accordance with Articles 9.05 and 9.06. A nurse who is absent due to illness or leave of absence, and whose position is being filled as a temporary vacancy, shall have the right to return to her former position on expiry of the illness or leave of absence. Any vacancy which is not created through an illness or leave of absence and which is expected to exceed three (3) months shall be deemed to be a permanent vacancy.

9.07 In all cases of transfer or promotion the following factors shall be considered:

- (a) skill, ability and experience;
- (b) seniority.

Where the qualifications of factor (a) are relatively equal, factor (b) shall govern. However, if senior applicants are refused a position, they will be given the reason for such refusal in writing.

9.08 Layoff and Recall

- (a) Where there is a reduction in the workload resulting from a surplus of nurses, the Employer shall layoff nurses on the basis of seniority. Probationary nurses shall be laid off first and the most junior nurses shall be laid off thereafter provided that the remaining nurses are

qualified to perform the available work.

- (b) Nurses shall be recalled in reverse order of layoff, subject to their right to require orientation for any job for which they do not feel immediately qualified.
- (c) All nurses who are on layoff will be given job opportunity before any new nurse is hired.
- (d) No nurse may be laid off until she has received sixty (60) calendar days' notice of layoff or pay in lieu thereof.

#### 9.09 Transfer Outside of the Bargaining Unit

- (a) A nurse who has been requested to substitute temporarily in a classification that is excluded from the bargaining unit may refuse to do so. If she/he consents she/he shall be deemed to be covered by the Collective Agreement, but shall be compensated in accordance with the excluded classification.

In the event that a nurse is transferred out of the bargaining unit, as above, for a period of three (3) months and is returned to a position in the bargaining unit, she/he will not suffer any loss of seniority, service or benefits.

A nurse who is transferred temporarily to a position outside of the bargaining unit for a period of more than three (3) months but not more than one (1) year, with the option to extend if mutually agreed upon by both parties, shall retain but not accumulate, her or his seniority held at the time of the transfer. In the event the employee is returned to the bargaining unit, she/he shall be credited with seniority held at the time of the transfer and resume accumulation from the date of her or his return to the bargaining unit.

Where the nurse is transferred temporarily for an employee who is off on pregnancy and/or parental leave, this temporary position can be extended to a maximum of eighteen (18) months.

The Union will be provided notice prior to the commencement of the transfer mentioned above.

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

- (b) The Employer agrees to provide adequate orientation to a nurse to fill the role of these positions.
- (c) Any nurse presently in or who has been in what is now the bargaining unit, who elects or is appointed to any permanent position connected with the Employer outside of the bargaining unit, may be returned to the bargaining unit provided the Employer has first complied with the job opportunity provisions of the Collective Agreement.

In such event, the nurse, on returning to the bargaining unit, shall retain the seniority accumulated up to the date of her/his election or appointment to a position out of the bargaining unit, but will not accumulate any seniority while outside the bargaining unit for the purposes of job opportunity and layoff or other non-monetary benefits and privileges.

Her previous date of hire into the bargaining unit with the Employer, however, shall continue to be recognized for the purposes of calculation of the amount of the monetary benefits to which she/he is now entitled.

- 9.10 All seniority, illness, vacation and other credits obtained under this Agreement shall be retained and transferred with the nurse if she/he changes her/his status from full-time to part-time and vice versa. A part-time nurse who changes her/his status to full-time will be given seniority credit on the basis of fifteen hundred (1500) hours part-time being equivalent to one (1) year of full-time service and vice versa.

#### **ARTICLE 10 - EMPLOYEE FILES**

- 10.01 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall sign such evaluation as having been read and shall have the opportunity to add her/his views to such evaluation prior to it being placed in her/his file. Each nurse shall have reasonable access to her/his file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of her/his supervisor. A copy of the evaluation will be provided to the nurse at her/his request.
- 10.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction, provided that the nurse's record has been discipline free for such eighteen (18) month period.

## **ARTICLE 11 - LEAVE OF ABSENCE**

11.01 The Employer may grant leave of absence without pay if any nurse requests it in writing and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the Home. A reply will be given in writing. Permission for leave of absence shall not be unreasonably withheld. Where possible, requests shall be made thirty (30) days in advance.

11.02 Nurses may be allowed leave of absence to attend workshops which are employment related and professional meetings. Selection of the nurses shall be made on an equitable basis from those who apply to attend such programmes.

11.03 If possible, leave of absence will be granted with or without pay, at the discretion of the Employer, to any nurse who wishes to enroll in a post graduate course, certificate or degree course from a university or community college or other institution offering employment related courses. Such leave of absence shall be without loss of seniority.

### 11.04 **Bereavement Leave**

For the purpose of mourning at the time of death, a nurse shall be granted up to five (5) consecutive days without loss of pay for her/his regularly scheduled hours, in the case of death of a spouse, mother, father or child.

For the purpose of mourning at the time of death, a nurse shall be granted up to three (3) consecutive days without loss of pay for her/his regularly scheduled hours, in the case of the death of a grandchild, grandparents, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law.

In the event of a common-law relationship, which has existed for a period of at least one (1) year, and is publicly represented by the employee, as the employee's family in the community in which she/he resides, the previously noted common-law relatives would be considered for compassionate leave.

Pay shall be at the nurse's regular rate and shall only be for the time she/he was scheduled to work during the bereavement period. Additional leave of absence without pay may be granted by the Employer.

### 11.05 **Pregnancy and Parental Leave**

(a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

(b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications or premature birth.

- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- (d) An employee who is on pregnancy leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 and 23 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Home of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

The SUB benefit is equivalent to the difference between 84% of the gross regular weekly earnings at Dufferin Oaks and the sum of the gross weekly EI benefits less any other earnings. The SUB plan provision is for a maximum of (fifteen) 15 weeks.

The SUB calculation is based on the EI rate of 55%, less any other earnings. If the length of the leave changes, therefore reducing the EI rate, the total payable by Dufferin Oaks would remain the same amount (based on the 55% rate) and the provisions for the (fifteen) 15-week maximum for the SUB plan payment would continue to apply.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave.

- (f) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted per the Employment Standard Leave
- (g) The employee shall give the Employer two (2) weeks' written notice of the date the leave is to begin unless exempt under the Employment Standards Act. The duration and notification period of the Parental leave is as per the Employment Standards Act.
- (h) An employee who is on parental leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four (84%) percent of the nurse's regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Home of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of twelve (12) weeks. The nurse's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.
- The SUB benefit is equivalent to the difference between 84% of the gross regular weekly earnings at the County of Dufferin and the sum of the gross weekly EI benefits less any other earnings. The SUB plan provision is for a maximum of (twelve) 12 weeks.
- The SUB calculation is based on the EI rate of 55%, less any other earnings. If the length of the leave changes, therefore reducing the EI rate, the total payable by Dufferin Oaks would remain the (twelve) 12-week maximum for the SUB plan payment would continue to apply.
- The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- (i) For the purposes of parental leave, the provisions under (a) and (c) shall

also apply.

- (j) The Employer shall continue to pay its' share of the premiums to the various employee benefit plans for nurses who are on pregnancy and parental Leave, provided that the nurse arranges to pay the employee's share of the premiums, if any.
- (k) Seniority and service continues to accrue while a nurse is off on pregnancy and parental leave.

11.06

Jury and Witness Duty

A nurse who is called to serve as a juror or who is subpoenaed as a crown witness in a court, or as a witness at an inquest, or as a witness at a hearing of the College of Nurses of Ontario shall be granted a leave of absence for such purpose. A nurse serving as a juror or summoned as a Crown Witness, or as a witness at an inquest, or as a witness at a hearing of the College of Nurses of Ontario shall be paid any difference between the amount received for such jury duty and the amount she would have received from the Employer had she/he worked her/his regular scheduled working hours. To be eligible to receive payment from the Employer, the nurse must give the Employer notice of her/his intention to be absent within twenty-four (24) hours of receipt of the subpoena or jury notice, and she must also at the conclusion of her/his jury or witness duty, obtain a certificate from the Court showing the period of her/his jury or witness duty and she/he shall deposit this certificate together with evidence of the amount of compensation paid to him/her, exclusive of expenses with the Employer. The nurse will come to work during those regularly scheduled hours that she/he is not required to attend Court. However, in any event the nurse shall not be expected to attend both her/his Court duties and her/his duties at the Home within her/his scheduled day of work. Any nurse serving as a juror or Crown Witness shall be scheduled to the day tour while so serving. Any change to the schedule resulting from this Article will not result in premium pay to any nurse.

11.07

- (a) Leave of Absence for Employees on the Board of Directors of the Ontario Nurses ' Association

Upon fifteen (15) days' notice in writing except in case of an emergency meeting, a nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than the Office of President, shall be granted leave of absence without pay. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement or other purposes during such leaves of absence. During such leaves of absence, salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer on a monthly basis for such salary and Employer contributions to benefits.

- (b) Leave of Absence for the President of the Ontario Nurses ' Association

A nurse who is elected to the Office of President of the Ontario Nurses' Association shall be granted upon request leave of absence without loss of seniority and benefits up to three (3) consecutive two (2) year terms, or otherwise as agreed in writing. During such leave of absence, salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits.

(c) Local Union Leave

- i) Upon fifteen (15) days' notice in writing, a leave of absence for local Union business shall be given without pay. It is agreed that a minimum of one (1) nurse from the bargaining unit may be absent at a time, however, the employer will endeavour to allow two (2) nurses on such leave at the same time
- ii) Such nurse's pay and benefits will be kept whole by the Employer for the duration of such leaves and the Employer shall be reimbursed for the total nurse's pay by the local Union on a month-to-month basis.

(d) Leave of Absence for Employees Who Serve as Local Coordinators for the Ontario Nurses' Association

An employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay to a total of thirty (30) days annually. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in (c) above. Such leave will be requested by the employee a minimum of four (4) weeks in advance. Such request(s) shall not be unreasonably denied where less than four (4) weeks notice is given by the employee.

- (e) Upon application in writing by the Union on behalf of an employee to the employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. There shall be no loss of service, and seniority shall be maintained and will not accumulate for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.



11.08 Legislated Leaves

A nurse is entitled to legislated leaves as defined by and in accordance with the provisions of the *Employment Standards Act, 2000*.

11.09 Severe Weather

It is recognized that, on occasion, severe weather may make it difficult for employees to get to work at their normal starting time. In such cases, the employee is responsible for notifying their supervisor that they will likely be late due to weather conditions or that they will be unable to report for work due to weather conditions.

Employees absent due to severe weather or leaving early will be required to select from one of the choices below to cover the missed time. This includes road closures due to weather.

Procedure:

Employees must advise their supervisor and reconcile time missed due to severe weather by using one of the following options if available:

1. Lieu time
2. Vacation time
3. Incidental time (sick)
4. Any other banked time available.

Bank entitlements must be used first, but if none of the above options are available, the time may be taken as an unpaid leave of absence.

11.10 Education Leave

Leaves of absence, without pay, for the purposes of furthering professional nursing career development related to positions within the Home, may be granted on written application by the nurse to the Director of Care or designate. Requests for such leave will not be unreasonably denied.

**ARTICLE 12 - PAID HOLIDAYS**

12.01 All full-time nurses shall receive the following Holidays without loss of pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day (December 25)
Canada Day (July 1)	Boxing Day (December 26)

Civic Holiday	Floating Holiday
Family Day (3rd Monday in February)	Truth and Reconciliation Day (September 30)

The Floating Holiday is to be taken at a time mutually agreed upon by each full-time nurse and the Employer.

- 12.02 (a) In order for a full-time nurse to qualify for a paid holiday and receive payment, such nurse must:
- i) work her/his regular day of work preceding and following the holiday, provided that if a full-time employee is absent due to illness, the employee shall be paid for all statutory holidays during time of illness, according to the formula established under the Short Term Disability Plan. No statutory holidays are accumulated when on Short Term Disability. If a statutory holiday occurs when an employee is on authorized leave without pay, she/he shall receive statutory holiday pay provided that she/he is not on leave without pay the working day before or after the statutory holiday;
  - ii) and report for and perform her/his work on the holiday if she/he agreed to work that day unless excused by the Employer.
- (b) A full-time nurse who qualifies for the holiday and does not work shall be paid for one (1) day at her/his normal rate of pay.
- (c) A full-time nurse who works on any of the foregoing holidays shall be paid at the rate of time and one-half (1½) her/his applicable hourly rate of pay for all hours worked on such holiday. In addition, she/he will receive a lieu day off with pay.
- 12.03 A tour that begins or ends during the twenty-four (24) hour period of any of the above holidays, where the majority of hours worked falls within that twenty-four (24) hour period, shall be deemed to be work performed on the holiday for the full period of the tour.
- 12.04 When a holiday falls within a nurse's vacation period, it shall be added to the end of her/his vacation or scheduled at a mutually agreeable time. When a holiday falls on a nurse's regularly scheduled day or days off, it shall be scheduled at a mutually agreeable time.
- 12.05 (a) Lieu days are to be scheduled at a time mutually agreed between the Director of Care and the nurse.
- (b) A request for the scheduling of lieu days must be submitted to the Director of Care at least three (3) working days prior to the posting of the schedule.
- (c) Lieu days may be accumulated up to five (5) days. Lieu days accumulated in excess of five (5) days must be taken within two (2)

pay periods before or two (2) pay periods after the holiday being observed, with mutual agreement between the nurse and her immediate supervisor.

12.06 Insofar as it is possible to do so, the Employer will do its best to equally distribute paid holidays off among its nursing staff.

12.07 If a part-time nurse is required to work on a Public Holiday, as outlined in 12.01, exclusive of the Floating Holiday the nurse shall be paid at one and one-half (1½) times her/his regular rate for all hours worked.

**ARTICLE 13 – VACATIONS**

13.01 (a) All full-time, part-time and casual nurses shall accumulate vacation credits at the following rates:

Equivalent Years	Accrual Rate Per Month	Equivalent Days	Equivalent % Hourly
Start to end of 3 years	1.25 days	15	6%
Start of 4 to end of 12	1.66	20	8%
Start of 13 to end of 20	2.08	25	10%
Start of 21 to end of 25	2.5	30	12%
Start of 26 years	2.9	35	14%

13.02 An employee shall be permitted to carry over up to 10 days of vacation per year. In circumstances where an employee exceeds the maximum carry over, the employee and the Manager will determine a mutually agreeable vacation schedule to reduce the amount of excess carry over vacation to the 10 day limit.

13.03 Vacation advances are not permitted.

13.04 When a nurse's employment is terminated for any reason, full payment for vacation earned but not taken will form a portion of such nurse's termination pay.

13.05 (a) In order to schedule vacations, the following procedure will govern:

i) The definition of the vacation period is April 1st through March 31st of the year. All nurses will submit annual vacation requests by April 1st of each year. The Employer will post vacation granted by May 1st. In the event of conflicts, seniority will prevail.

- ii) Requests received after the deadline will be treated on a first come first serve basis. The employer agrees to approve or deny such requests within fourteen (14) calendar days from receipt of the request, unless in a case of an emergency when it will be given as soon as practical.
  - (b) The weekend prior to a nurse's vacation shall be scheduled as a weekend off unless otherwise requested.
  - (c) All vacation shall be scheduled to commence on a Monday unless other arrangements are made.
  - (d) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
- 13.06 Vacation pay for part-time and casual nurses shall be paid on a bi-weekly basis. The amount of vacation pay will be separately identified on the pay stub.
- 13.07 For the purpose of vacation entitlement, service for those employees whose status is changed from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time employee employed by the home and accumulated on a continuous basis. For the purpose of this Article 1500 hours of part-time service shall equal one year of full-time service and vice versa.

## **ARTICLE 14 - ILLNESS ALLOWANCE**

### 14.01 Incidental Illness

Each employee is personally responsible for advising her supervisor or designate, prior to each occasion necessitating an absence from scheduled duty.

An employee who is absent from work for three (3) weeks or more must provide her supervisor a minimum of 96 hours (4 days) notice of her return to work date.

#### Full-Time

Every full-time employee will have six (6) paid days for each year for incidental illness or as a bridge to Short Term Disability benefits. New full-time employees will have these days prorated based on their start date. Advances from the following year's Incidental Illness allotment to cover off an absence in the current year will not be permitted.

### 14.02 Bonus Day Payout

Should a full-time employee be absent less than six (6) days per calendar year, then the employee will be credited with the difference between six (6) days and the number of days actually used, and the value of these credits shall be paid out to the employee at the end of each calendar year at the rate of pay of that calendar year. If the employee chooses, the credits owing may be converted to vacation. If service is less than twelve (12) full months in the year, pay out of the Bonus Days will be pro-rated.

#### 14.03 Medical Eligibility Requirements

Each employee, whether full-time, part-time or casual, who is absent for a period of more than three (3) consecutive working days, shall have the forms required by the Home completed by a physician or nurse practitioner. The employee shall submit the completed forms to the Employer's third party ability provider who will manage the employee's absence and return to work. The Employer's third party ability provider determines eligibility for Short Term Disability benefits for full-time employees as described in Article 14.04. If at any time there is insufficient medical information to support disability or an employee is non-compliant with the treatment program, benefits may be suspended.

Each employee is fully responsible for providing all medically required documentation directly to the Home's third party ability management provider as requested. All costs incurred in obtaining this documentation will be the responsibility of the employee.

Employees have the right to appeal any denial of benefits made by the third party provider.

Should it appear that an employee is making too frequent application for this leave, the matter shall be referred to the Administrator for investigation.

#### 14.04 Short Term Disability Plan

Full-time employees shall receive compensation for Short Term Disability benefits of up to seventeen (17) weeks, as follows:

- a) If a full-time employee becomes totally disabled as a result of illness, accident, or hospitalization, Short Term Disability benefits will commence on the fourth (4th) consecutive working day of disability and end after seventeen (17) weeks.
- b) In order to qualify for the benefits, the employee must be receiving regular and ongoing care from a qualified medical practitioner and provide a medical certificate supporting the absence and anticipated date of return to work.

If an employee requires modified work, restrictions should be clearly set out in the medical documentation, including a prognosis for recovery.

Every full-time employee shall have immediate seventeen (17) weeks of disability coverage according to the following formula:

YEARS OF SERVICE AS OF JANUARY 1ST OF EACH YEAR.	FULL SALAR	70% OF SALARY
First 3 months	0	17 weeks
After 3 months but 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

#### 14.05 Short Term Disability Payment

It is understood that in any one (1) calendar year a maximum of seventeen (17) weeks of salary protection shall be available.

If a full-time employee is approved for and is off on Short Term Disability, the employee shall be paid for all statutory holidays during the time of illness, according to the formula established under the Short Term Disability Plan. The seventeen (17) weeks of short term disability benefits is not extended as a result of the paid statutory holidays. No statutory holidays are accumulated when on Short Term Disability.

In the event an employee drops to seventy percent (70%) earnings, she may, upon her written request, use accumulated vacations or lieu time (overtime/paid holidays) to supplement her seventy percent (70%) earnings to one hundred percent (100%).

In the event a full-time employee is on Short Term Disability at the end of a calendar year, Short Term Disability will be carried over into the following year at their current rate of pay until a total of seventeen (17) weeks of continuous absence has occurred.

If any full-time employee is on Short Term Disability at December 31st of any year, that employee would not revert to full pay as of January 1st, but would continue on at their current rate of pay until a total of seventeen (17) weeks

of continuous absence has occurred, at which point application for Long Term Disability benefits should be made.

Should a full-time employee anticipate still being disabled at the expiration of seventeen (17) continuous weeks of Short Term Disability benefits, then an application for Long Term Disability benefits should be initiated six (6) to eight (8) weeks prior to the Long Term Disability eligibility date.

## **ARTICLE 15 - HOURS OF WORK**

15.01 The normal daily tour shall be composed of seven and one-half (7½) consecutive hours, exclusive of a one-half hour unpaid meal period. The normal work week shall be composed of thirty-seven and one-half (37½) hours per week.

It is understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Clause 15.06.

15.02 (a) There will be two (2) fifteen (15) minute paid rest periods, and one (1) thirty (30) minute unpaid lunch period in each tour. If a nurse is recalled to duty during the mealtime or a rest period, equal additional time shall be provided later in the tour.

(b) For purposes other than payment of wages and for the purpose of clarity, four (4) hours or less of work equals a part or half tour, while hours of work in excess of four (4) equals a full tour.

15.03 Separate rooms away from resident care areas will be provided for staff coffee and meal breaks.

### 15.04 **Scheduling Regulations**

(a) A nurse requesting specific tours on a permanent basis will be given consideration if convenient to the Employer to make such arrangement and shall continue only as long as it is convenient for the Employer. A nurse requesting removal from a permanent tour of duty will be given consideration by the Employer.

(b) All nurses will receive five (5) or more consecutive days off at Christmas or New Year's unless a nurse makes a written request otherwise.

Time off at Christmas shall include December 24th, 25th, and 26th. Time off at New Year's shall include December 31st and January 1st, unless otherwise mutually agreed.

Time worked at Christmas shall include December 24th, 25th, and 26th. Time worked at New Year's shall include December 31st and January 1st, unless otherwise mutually agreed.

Scheduling regulations may be waived between December 15th and January 10th in order to accommodate this time off.

- (c) Tour schedules and days off determined by the Home shall be posted by Friday afternoon at 4:30 p.m. at least two (2) weeks in advance to cover a six (6) week period. These tours and/or days off may be changed by the Employer at any time with consent of the nurse(s) provided, however, if consent is not granted, the Employer may change the schedule on forty-eight (48) hours' notice. When a tour schedule is changed without forty-eight (48) hours' notice, the nurse shall be paid at the premium rate of time and one-half (1/2) for the first tour of the new schedule. Provided this clause shall not apply to part-time nurses requested to work time in addition to that set out in the posted schedule.
- (d) Requests for special days off are to be submitted in writing at least two (2) weeks in advance of posting. Request for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty. In any event, it is understood that such a tour of duty or exchange initiated by the nurse and approved by the Director of Care shall not result in overtime compensation or payment.
- (e) Schedules may be posted to provide for more than five (5) consecutive days of work, but not more than six (6) days of work without days off provided a total of four (4) days off are scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled.
- (f)
  - i) For full-time nurses, at least sixteen (16) hours' time off shall be scheduled between a change of tours of duty, and at least forty- seven (47) hours' time off shall be scheduled following night duty when two (2) or more consecutive night tours are worked. A shorter period of time between change of tour may be scheduled; however, should these regulations not be adhered to, such nurse will be paid time and one-half (1½) for the first tour worked.
  - ii) For part-time nurses, at least twenty-three (23) hours off shall be scheduled following night duty of two (2) or more consecutive night tours worked. A shorter period of time between changes of tour may be scheduled; however, should these regulations not be adhered to, such nurse will be paid time and one-half (1½) for the first tour worked, unless the



part-time nurse on request of the Employer agrees to a shorter period of time. The nurse releases the Employer of the payment of one and one-half (1½) times for the first tour worked.

- (g) A nurse is entitled to at least one (1) weekend off in three (3). The Employer will make every endeavour to schedule the weekends one (1) weekend off in two (2). Should a nurse be required to work more than two (2) weekends in four (4) weekends, she shall be paid time and one-half (1½) her basic rate for the third weekend and every successive weekend worked until a weekend is scheduled off. A weekend off consists of fifty-five and one-quarter (55¼) consecutive hours off work during the period 1515 hours Friday until 0700 hours of the following Monday. A part-time nurse who is requested by the Employer and agrees to work additional weekends, releases the Employer of the payment of one and one-half (1½) times for such weekends worked.
- (h) The Employer will endeavour to avoid the scheduling of split tours as defined below:
- i) A split tour is hours worked but not consecutively in a twenty-four (24) hour period.
  - ii) Split tours are any combination of the three tours (days, evenings, and nights) worked within one (1) work week.
  - iii) A nurse on night tour shall receive her work weekend off commencing at 0630 hours Friday and ending at 2230 hours Sunday.

(j) Part-Time Scheduling

All available shifts shall be equitably distributed among the available regular part-time nurses in the Home when the time sheet is posted. If an odd number of shifts are left over after the equal distribution, such shifts shall be offered first to the most senior regular part-time nurses, who are available, before being offered to less senior regular part-time nurses.

After the time sheet has been posted, extra shifts that become available shall always be offered to the available regular part-time nurses on the basis of seniority.

It is understood that the Home will not be required to offer shifts which would result in overtime premium pay.

15.05

For the purposes of clarity, the standard full-time tours of work shall be defined as follows:

NIGHT TOUR	2230 - 0630 hours
DAY TOUR	0630 - 1430 hours
EVENING TOUR	1430 - 2230 hours

If new starting and stopping times are being introduced by the Home, six (6) weeks' notification in writing shall be given to the Association. The Home shall meet with the Association prior to the introduction of new starting and stopping times, so that the reason for the introduction of new starting and stopping times may be discussed and the Association may have the opportunity to make submissions.

## 15.06

Premium Pay

- (a) There shall be no pyramiding or duplicating of overtime or premium rates or any other benefit under this agreement unless otherwise specifically provided.
- (b) Nurses shall not be scheduled or required to work in excess of normally scheduled hours of work or days without consent.
- (c) The nurse may have the option of selecting compensating time off at the appropriate premium rate without loss of pay in lieu of the payment outlined as follows:

Time and one-half (1½) the equivalent hourly rate will be paid a nurse:

- i) for all work performed in excess of seven and one-half (7½) hours in a twenty-four (24) hour period;

Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her/his normal daily tour. If authorized overtime amounts to fifteen minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour.

- ii) for all work performed by a full-time nurse on her/his scheduled days off;
- iii) as a result of any change in tours and/or days off as provided in Article 15.04 (c);
- iv) for all work performed after working six (6) consecutive tours without two (2) consecutive days off until such days off are granted;
- v) for all work performed on her third and subsequent

consecutive weekend worked until a weekend off is granted.

Note: Nurses that select to bank compensating time off in lieu of premium payment as outlined above, may bank up to 37.5 hours before such time is paid out at the appropriate premium rate.

15.07 Call-In

A nurse who is requested to come in when not previously scheduled and reports for work at the beginning of the tour shall receive a minimum of four (4) hours' pay.

15.08 Reporting Pay

A nurse who is called in or reports for work as scheduled and no work is available and the Employer sends him/her home, shall receive a minimum of four (4) hours' pay.

15.09 Shift Premium

A nurse shall be paid a night shift premium two dollars and fifty-five cents (\$2.55) effective April 1, 2019 and two dollars and sixty cents (\$2.60) effective upon ratification for each hour worked between 2230 hours and 0630 hours.

A nurse shall be paid an evening shift premium of two dollars and twenty-five cents (\$2.25) per hour effective April 1, 2019 for each hour work between 1430 and 2230 hours.

15.10 Weekend Premium

A nurse shall be paid a weekend premium two dollars and seventy cents (\$2.70) effective April 1, 2019 and two dollars and seventy-five cents (\$2.75) effective upon ratification for each hour worked between 2300 hours Friday and 2300 hours Sunday.

If a nurse is receiving premium pay under Article 15.06 (v) – Scheduling Regulations, she/he will not receive weekend premium under this provision.

15.11 Responsibility Pay

Responsibility Pay of one dollar and eighty cents (\$1.80) effective April 1, 2019 and one dollar and eighty-five cents (\$1.85) effective upon ratification an hour is applicable to the bargaining unit RN in charge on the evening, night and weekend shifts.

## **ARTICLE 16 - BENEFIT PLANS**

16.01 The Employer agrees to pay on behalf of each eligible full-time nurse, one hundred percent (100%) of the billed premium for the following benefits:

(a) Extended Health Care Plan

Includes semi-private hospital, prescription drugs [as detailed below], other medical expenses, hearing aid, vision care, paramedical benefits (as listed below), and orthopedic shoes, **subject to the terms and conditions** as detailed in the Master Policy on file with the Employer.

Paramedical Benefits	
Private Duty Nursing	\$25,000 / 36 months
Clinical Psychologist, Marriage or Family Therapist	Combined maximum of \$800 per person per calendar year (Effective upon ratification)
Physiotherapist	\$500 per person per calendar year
Speech Pathologist	\$500 per person per calendar year
Massage Therapist	\$500 per person per calendar year
Chiropractor	\$500 per person plus \$50 for x-rays per person per calendar year
Osteopath	\$500 per person per calendar year
Podiatrist	\$500 per person per calendar year
Chiropodist	\$500 per person per calendar year
Naturopath	\$500 per person per calendar year
Dietitian	\$280 per person per calendar year
Hearing Aids	\$700 per person per 36 consecutive months
Accidental Dental	Reasonable & Customary / General Practitioners Fee Guide

A deductible of \$22.50 for single coverage and \$35.00 for family coverage shall apply.

Prescription drugs are those that legally require a written prescription. Reimbursement of prescription drugs will be based on the generic version unless stipulated otherwise by the physician, dentist or nurse practitioner who prescribes the drug, in which case the non-generic drug will be reimbursed.

The vision care plan covers four hundred and fifty dollars (\$450.00) every twenty-four (24) months.

Additionally, the vision care plan includes coverage for one (1) optical exam per person every twenty-four (24) months, to a maximum \$100 per exam.

(b) Employer Health Tax

(c) Dental Plan

Effective on signing date of this agreement, a plan to provide dental care to the equivalent of Blue Cross #9 at the current ODA fee schedule as the schedule is amended during the life of this agreement.

Recall exams are covered every 9 months for adults, and once every 6 months for children under 18 years of age.

Major Restorative coverage, including complete and partial dentures: \$2000 annually – 50/50 co-pay.

Orthodontic coverage: \$2,000 lifetime per child – 50/50 co-pay.

(d) Group Life Insurance

i. Full-Time

As detailed in the Master Policy on file with the Employer. Coverage shall be two (2) times the annual earnings of the nurse, rounded off to the nearest one thousand (\$1,000.00) dollars to a maximum of \$200,000.

(e) Accidental Death and Dismemberment

Full-Time

As detailed in the Master Policy on file with the Employer. Coverage shall be two (2) times the annual earnings of the nurse, rounded off to the nearest one thousand (\$1,000.00) dollars to a maximum of \$200,000.

(f) LTD for Full-time only

As detailed in the Master Policy on file with the Employer.

16.02 A part-time nurse shall be entitled to payment in lieu of benefits as provided for in Schedule A.

16.03 Subject to Article 9.04(c)(iv) when a full-time nurse is on Long Term Disability longer than three (3) months, and the disability continues uninterrupted for six (6) months, their life insurance will remain in force during their continued disability without payment of premiums, provided proper medical evidence of such disability is provided to the insurance carrier. This waiver will remain in effect until the nurse returns to regular duties.

16.04 Pension Plans

i) Ontario Municipal Employees Retirement System (OMERS)

All full-time nurses must, if not previously members of the plan, join the

plan commencing with the first day of employment. Any part-time nurse may join the plan subject to the terms and conditions of the plan.

Transfer of existing memberships shall become effective immediately. Employee and Employer contributions will be made as outlined by OMERS.

ii) Canada Pension Plan

All nurses shall contribute to the Canada Pension Plan from the date of employment. Employee deductions and employer contributions shall be made in accordance with the regulations under the Act.

16.05 Workplace Insurance

If a full-time nurse is absent due to accident or injury occurring while on duty or illness inherent to occupation and is covered by Workplace Insurance, the nurse shall have the option of (where applicable):

- i) Passing in their Workplace Insurance cheque to the Employer and receiving a cheque from the Employer out of the nurse's balance contained in the STD Plan. The value of the WI cheque shall be considered as an offset to the draw upon the STD Plan.

OR

- ii) Retain Workplace Insurance cheque and receive no draw on the STD Plan.

Regardless of which option a nurse chooses, all of the nurse's benefits which are normally paid by the Employer will continue to be paid for a period of one (1) year in accordance with the provision of the Workplace Safety & Insurance Act, at which time the nurse will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate. The nurse may arrange with the Employer to prepay the full premium of any applicable subsidized benefits.

The nurse is responsible for the nurse's portion of OMERS payments if applicable until the first day of the fifth month of absence, at which time the nurse is eligible to apply to OMERS for a "Disability Waiver" of premium with regards to her/his OMERS pension.

16.06 While on Maternity Leave, the Employer shall pay premiums for the various benefits in accordance with the Provisions of the Employment Standards Act.

16.07 Authorized Leave Without Pay

If a nurse is on authorized leave without pay, the Employer shall continue to

pay the premiums, for a period of three (3) months, of the following benefits:

Long Term Disability  
 Accidental Death & Dismemberment  
 Extended Health Care  
 Dental Plan  
 OHIP  
 Vision Care  
 Semi-Private Coverage

At the end of this time, the nurse will become responsible for full payment of any subsidized employee benefits in which she/he is entitled to participate. The nurse may arrange with the Employer to prepay the full premium of any applicable subsidized benefits.

16.08 Benefits Age 65 and Older

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

**ARTICLE 17 – MISCELLANEOUS**

17.01 The Employer shall provide a bulletin board for the use of the Union.

17.02 Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Union. The cost of the Collective Agreement will be shared equally by the Home and the local Union.

17.03 Prior to effecting any changes in the Employer's policies or rules which would affect nurses covered by this Agreement, the Employer shall first discuss such proposed changes with the Union.

17.04 Payroll Policies

Payment of wages is made every second Wednesday, through direct deposit, to the employee's bank account on record. A statement of the employees' earnings and deductions will be provided to each employee electronically to an email account of their choice no later than the deposit date. Upon request, a paper copy of their pay statement will be made available. Upon termination, the Employer shall endeavor to pay all outstanding monies to the employee on the next regular payroll day.

17.05 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for residents and nurses. Upon a recommendation of the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Nurses shall, subject to the following, be required to be vaccinated for influenza and/or take antiviral medication.
- (b) If the full cost of such vaccination/medication is not covered by some other source, the Home will pay the full or incremental cost for the vaccine/medication and will endeavour to offer vaccinations during a nurse's working hours. In addition, nurses will be provided with information, including risks and side effects, regarding the vaccine and/or medication.
- (c) The Home recognizes that nurses have the right to refuse any required vaccination.
- (d) If a nurse refuses to take the vaccine/medication required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the home until such time as the nurse is cleared to return to work. The only exception to this would be nurses for whom taking the vaccine and/or medication will result in the nurse being physically ill to the extent that she cannot attend work. If a nurse is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If a nurse refuses to take the vaccine and/or the medication because it is medically contra-indicated, and where a medical certificate is provided to this effect, the nurse will be permitted to access her sick leave benefits during any outbreak period.
- (f) If an employee is pregnant and her physician believes the pregnancy could be in jeopardy as a result of the influenza inoculation and/or the antiviral medication she shall be eligible for sick leave in circumstances where she is not allowed to attend at work as a result of an outbreak.
- (g) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

17.06 The Employer agrees to pay each nurse a uniform allowance of one hundred and ten dollars (\$110.00) dollars per annum. Payment for uniform allowance will be withheld until a newly hired employee has remained with the facility for their probationary period, as per Article 9.02 of the Collective Agreement.

17.07 Whistleblowing Protection

The Employer shall develop, implement and monitor a Whistleblowing Policy



in accordance with protections under the Long Term Care Homes Act, 2007.

## **ARTICLE 18 – SCHEDULES**

18.01 Attached hereto and forming part of this Agreement are Schedule "A" - Salary and Wage Related Compensation.

## **ARTICLE 19 - PROFESSIONAL RESPONSIBILITY**

19.01 Professional Responsibility

In the event that the Home assigns a number of residents or a workload to an individual employee or group of employees, such that she/he or they have cause to believe that she/he or they are being asked to perform more work than is consistent with proper resident care, she/he or they may:

(a) i) At the time the workload issue occurs, discuss the issue within the Home to develop strategies to meet resident care needs using current resources.

If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Home who has responsibility for timely resolution of workload issues.

ii) Failing resolution at the time of occurrence of the workload issue, complain in writing to the Union-Home Committee within twenty (20) calendar days of the alleged improper assignment. The chairperson of the Union-Home Committee shall convene a meeting of the Union-Home Committee within twenty (20) calendar days of the filing of the complaint. The Union-Home Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties. Within ten (10) calendar days of the meeting, the Committee shall provide a written response to the Union, with a copy to the ONA representative, and the Director of Care and/or the Administrator. The response shall either set out the resolution of the Committee or the fact that a resolution was not achieved, with reasons.

iii) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Director of Care and/or the Administrator, and the Employer may provide a written response to the Union with a copy to the ONA representative.

- iv) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the workload issues.
  - v) Any settlement arrived at under this Article shall be signed by the parties and any alleged breach of such settlement shall be subject to the grievance/arbitration process.
  - vi) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-Home Committee, the complaint shall be forwarded to an Independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Home and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
  - vii) The Independent Assessment Committee shall set a date to conduct a hearing into the complaint, within twenty (20) calendar days of its appointment, and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Independent Assessment Committee shall report its findings, in writing, to the parties within twenty (20) calendar days following completion of its hearing.
- (b) i) The list of Independent Assessment Committee Chairperson is attached as Appendix "2".
- The members of the panel shall sit in rotation as agreed by the parties. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties.
- ii) Each party will bear the cost of its own nominee, and will share equally the fee of the Chairperson, and whatever other expenses are incurred by the Independent Assessment Committee in the performance of its responsibilities as set out herein.
- (c) i) Time limits fixed in this process may be extended only by written, mutual consent of the parties.

- ii) In all steps of this process, either party may be accompanied by or represented by their Union or Employer representative.

## **ARTICLE 20 - ORIENTATION AND INSERVICE**

- 20.01 (a) The Home recognizes the need for a Home Orientation Programme.
- (b) The following minimums shall be observed in the orientation/familiarization of a newly hired employee:
- i) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of employees in the Home.
  - ii) The period of orientation/familiarization shall be for a minimum of six (6) days or such greater period that the Employer deems necessary.
  - iii) She shall be an additional employee to the usual staffing pattern.
  - iv) The employee or employees involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.
  - v) Before assigning a newly hired nurse in charge of a nursing unit, the Home will first provide orientation both to the Home and to such nursing unit. It is understood that such nurse may be assigned to any tour as part of her orientation programme, providing such assignment is in accordance with any scheduling regulations as contained in this Agreement.
- 20.02 (a) The Home will endeavour to schedule mandatory in-service programs during a nurse's regular working hours. When a nurse is on duty and authorized to attend any in-service program within the Home and during her regularly scheduled working hours, she shall suffer no loss in regular pay.
- (b) When a nurse is scheduled by the Home to attend courses she shall be paid at her regular straight time hourly rate of pay not to exceed 7.5 hours.
- (c) When the Home requires the Employee to complete online training outside her regularly scheduled working hours, she/he shall be paid for the specific course hours as determined by the Home at her regular

straight time hourly rate. The employee shall have the option to request equivalent time off in lieu of payment at a mutually agreeable time.

- (d) The Employer will endeavour where practical to schedule in-services at times which will facilitate the attendance of employees working outside the day shift.

20.03 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the employment status of the employee(s) within the bargaining unit.

Where computers and/or new computer technology (e.g. computer charting) are introduced into the workplace that employees are required to utilize in the course of their duties, the Employer agrees that necessary training will be provided at no cost to the employees involved.

## **ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

### **21.01 Occupational Health & Safety/Modified Work**

- (a) The Home and the Association agree that it is in the mutual interests of the Home, the Association and employees that standards of health and safety be maintained in the Home in order to prevent accident, injury and illness. The Home agrees that it will take every precaution reasonable in the circumstances for the protection of a worker.
- (b) Recognizing its responsibilities under the Occupational Health and Safety Act, the Home agrees to accept as a member of its Joint Occupational Health Committee, at least one representative from each Home selected or appointed by the Association from amongst bargaining unit employees. At least one of the employees representing workers under the Occupational Health and Safety Act who are trained to be certified workers as defined under the Act shall be from the Association's bargaining unit.
- (c) The Home will consult with the Joint Health and Safety Committee regarding its existing violence prevention and control measures, procedures and practices and consider suggested changes.
- (d) Where employees may be exposed to a blood and/or air borne pathogen, the Home, with the input of the Joint Health and Safety Committee, shall identify existing or potential exposure risks and develop and implement an exposure control plan, designed to eliminate or reduce to the lowest feasible extent, actual or potential exposure.

The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to nurses at short notice in the event there are reasonable indication of the emergence of a pandemic.

- (e) The Home will consult with the Joint Health and Safety Committee, regarding its existing musculoskeletal prevention and control measures, procedures, practices, equipment and training for the health and safety of workers and consider suggested changes.
- (f) Modified Work/Return to Work Programs: The Home and the Association recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanent disabled to enable their early and safe return to work. The Home and the Association agree to cooperate in developing appropriate accommodation consistent with the needs of the nurse. The objective of such an accommodation initiative will be to allow the nurse to return to work as soon as possible.
- (g) The Home agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (h) Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (i) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Occupational Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings or carrying out her duties during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- (j) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

**NOTE:** Issues relating to chairing of meetings and responsibility for the taking of minutes should be discussed locally with the Home and the other employees of the Home.

## 21.02 Aggressive Residents

The parties agree that if incidents involving aggressive client action occur, such action will be reported to the supervisor, who will take every precaution reasonable in the circumstances within their control for the protection of the worker. Incidents shall be recorded and reviewed at the Occupational Health

and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

Any steps which are taken must duly consider the health & safety of the residents and proper compassionate care for all residents.

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

#### 21.03 Workplace Violence and Harassment Prevention and Control

The Employer agrees to take steps to counteract workplace violence and harassment in accordance with its obligations under the *Occupational Health and Safety Act*. Without limitation, the Employer agrees as follows:

- (a) In consultation with the Joint Health and Safety Committee, violence and harassment prevention and control measures shall be established and implemented, including procedures, practices, equipment and training necessary for the health and safety of workers.
- (b) At least once a year the violence and harassment prevention and control measures shall be reviewed and revised in the light of current knowledge and practice.
- (c) The review and revision shall be done more frequently than annually if:
  - (i) the employer, in consultation with the joint health and safety committee, determines that such review and revision is necessary; or
  - (ii) there is a change in circumstances that may affect the health and safety of a worker.
- (d) The Employer will provide training on violence and harassment prevention and control measures, to all new employees during orientation.

#### 21.04 Needle Stick and Sharps Injuries

The Employer, in consultation with the local Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address

employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Employer in consultation with its Joint Health and Safety Committee.


**ARTICLE 22 - DURATION OF AGREEMENT**

22.01 This agreement shall remain in full force from the 1st day of April, 2022 until the 31st day of March, 2023 and shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing of proposed revision, addition or deletion to the Agreement, or any of its provisions. Such notification will be made within ninety (90) days prior to the termination of this Agreement or in any year thereafter.

Dated at Orangerville, Ontario, this 8<sup>th</sup> day of June, 2023.

**FOR THE EMPLOYER:**


**FOR THE UNION:**


  
\_\_\_\_\_  
Rohan Thompson, Dir. People & Equity


\_\_\_\_\_  
Labour Relations Officer

  
\_\_\_\_\_  
Christy Vivian, Mgr. Human Resources

  
\_\_\_\_\_  
Bargaining Unit President

  
\_\_\_\_\_  
Brenda Wagner, Administrator

  
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Diane Whitten-Franks, Assoc. Administrator


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Jenny Powers, Director of Care


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Matthew Hillier, HR Advisor

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Wade Mills, Warden

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Michelle Dunne, Clerk

**SCHEDULE "A"****SALARY & WAGE RELATED COMPENSATION**A.01 Salary schedule: Classification - Registered Nurse

Classification – Registered Nurse			
Step	Effective April 1, 2021	Effective April 1, 2022	Effective upon Ratification
START	\$34.40	\$35.60	\$36.60
1 Year	\$34.56	\$35.77	\$36.77
2 Years	\$35.13	\$36.36	\$37.36
3 Years	\$36.87	\$38.16	\$39.16
4 Years	\$38.61	\$39.96	\$40.96
5 Years	\$40.79	\$42.22	\$43.22
6 Years	\$42.99	\$44.49	\$45.49
7 Years	\$45.18	\$46.76	\$47.76
8 Years	\$48.40	\$50.09	\$51.09
25 Years	\$49.25	\$50.97	\$51.97

A.02 A regular or casual part-time nurse will receive compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. Without limitation, it is understood and agreed that holiday pay, time off for incidental illness, and pension (except as set out below) are included within the fringe benefits for which compensation in lieu is paid.

All regular or casual part-time nurses who are not enrolled in the OMERS pension plan, shall receive thirteen (13%) percent per in lieu of all fringe benefits.

For regular or casual part-time nurses who are members of the OMERS pension plan, the percentage in lieu of fringe benefits is nine percent (9%). Over the course of employment, the Employer will assess the years of service for part-time nurses and will offer enrollment in the OMERS pension plan should eligibility requirements be met.

It is understood and agreed that the regular or casual part-time nurse's hourly rate in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits; accordingly said payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.



The Employer agrees to pay Employer Health Tax on behalf of each eligible part-time nurse.

A.03 Graduate Nurses

All Graduate Nurses shall be paid ninety – five percent (95%) of the Registered Nurse hourly rates. A Graduate Nurse in the employ of the Home, upon presenting proof of current registration by the College or Nurses of Ontario, shall be given the salary of Registered Nurse as provided in this Article retroactive to the date of writing the registration examination or to the date of last hire, whichever is later.

A.04 Retroactivity

The retroactive adjustment will incorporate the adjustments required with the new pay grid. These adjustments will be made within two pay periods of ratification.

A.05 All changes in salary, whether the result of promotion, demotion, filing with the Employer of proof of registration or attainment of a service anniversary shall be effective on the date of such occurrence.

A.06 Re-alignment of Duties and Establishment of New Position

When the duties of a position covered by this Agreement are changed or when a new position appropriately covered by this Agreement is established, notification of the change and the job description will be forwarded to the Union and the salary shall be negotiated. If the parties are unable to agree, such a dispute may be submitted to arbitration. The salary shall be retroactive to the time the position was first filled by the nurse.

A.06 All nurses employed as of January 1, 1983 and subsequent thereto shall be placed onto the salary grid in accordance with their service with the Employer, including any credit for past experience that any nurse may have received prior to the implementation of the Collective Agreement.

A.07 Previous Experience Credit:

Effective April 1, 2007, the Employer will grant to nurses credit for related past experience of one (1) annual service increment for each year of experience up to the maximum step on the grid, upon receipt of written application that includes employment verification in writing from previous employers. It is the responsibility of the Registered Nurse to obtain and provide this documentation. This provision shall apply to all new and current employees.

**CHAIRPERSONS - NURSING ASSESSMENT COMMITTEE****NURSING HOMES AND HOMES FOR THE AGED**

NOTE: The parties agree to meet to discuss the Independent Assessment Committee Chairpersons. The parties agree to revise and update the list to ensure that an adequate number of Chairpersons are available.

**LETTER OF UNDERSTANDING**

BETWEEN

**DUFFERIN OAKS LONG TERM CARE HOME**  
("Dufferin Oaks")

- and -

**ONTARIO NURSES' ASSOCIATION ("ONA")**


**RE: MASK FIT TESTING**

The Employer agrees to conduct mask fit testing for all registered nurses prior to December 31, 2008. The Employer will ensure that this testing will be repeated for all new employees and that all fit testing will be repeated every two (2) years as per the home policy.

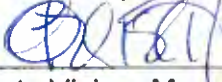
Dated at Orangeville Ontario, this 8<sup>th</sup> day of June, 2023.

**FOR THE EMPLOYER:**

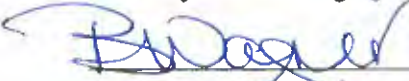
**FOR THE UNION:**

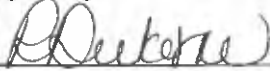
  
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Rohan Thompson, Dir. People & Equity

\_\_\_\_\_  
Labour Relations Officer

  
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Christy Vivian, Mgr. Human Resources

  
\_\_\_\_\_  
Bargaining Unit President

  
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Brenda Wagner, Administrator

  
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Diane Whitten-Franks, Assoc. Administrator

  
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Jenny Powers, Director of Care

  
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Matthew Hillier, HR Advisor

  
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Wade Mills, Warden

  
\_\_\_\_\_  
Michelle Dunne, Clerk

**LETTER OF UNDERSTANDING**

BETWEEN

**DUFFERIN OAKS LONG TERM CARE HOME ("Dufferin Oaks")**

- and -

**ONTARIO NURSES' ASSOCIATION ("ONA")**

**RE: EXTENDED TOURS**

---

The Employer and the Union may agree to implement extended tours, subject to the following:

- (a) Each facility/unit must have eighty percent (80%) agreement of the full-time and part-time employees who work in the facility/unit.
- (b) The Extended Tour may be cancelled by either party on giving ten (10) calendar weeks notice to the other in writing of its desire to terminate. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the cancellation.

Extended tours may be discontinued by the Union in any facility/unit when sixty percent (60%) of the full-time and part-time employees in the facility/unit so indicate by secret ballot to the Union.

- (c) With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.
- (d) Hours of Work
  - i) Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
  - ii) The normal daily extended tour shall be 11.25 consecutive hours in any 24 hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.
  - iii) Employees shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes.
  - iv) Scheduling issues will be resolved at the local level.
  - v) Where the union and the employer have agreed to or agree to an extended daily tour that differs from the normal daily extended tour, the proportion of unpaid time to hours of work


shall maintain the same ratio as set out in paragraph ii) and iii) of this Article.

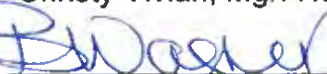
- (e) Payment for bereavement leave is based on 11.25 hours.
- (f) Payment for vacation and holidays for full-time employees is based on the equivalent to the 7.5 hour entitlement.
- (g) Shift and weekend premiums as per Article 15.09 and 15.10 will be paid for the same hours as applied to seven and one half (7.5) hour tours, the intention being that the total amount of shift or weekend premium will not change because of the move to extended tours.
- (h) Overtime premium as set out in Article 15.06 shall be paid for all hours paid in excess of 11.25 hours on a scheduled extended tour or 75 hours bi-weekly averaged over the duration of a six (6) week schedule.
- (i) Shift exchanges will be in accordance with Article 15.04.
- (j) Should the Employer refuse to grant a request under this Article, it shall provide to the Union its reasons orally.


Dated at Orangeville Ontario, this 8<sup>th</sup> day of June, 2023.


**FOR THE EMPLOYER:**


  
\_\_\_\_\_  
Rohan Thompson, Dir. People & Equity

  
\_\_\_\_\_  
Christy Vivian, Mgr. Human Resources


  
\_\_\_\_\_  
Brenda Wagner, Administrator

  
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Diane Whitten-Franks, Assoc. Administrator

  
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Jenny Powers, Director of Care


  
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Matthew Hillier, HR Advisor

  
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Wade Mills, Warden

  
\_\_\_\_\_  
Michelle Dunne, Clerk

**FOR THE UNION:**

\_\_\_\_\_  
Labour Relations Officer

  
\_\_\_\_\_  
Janea Kientice, Bargaining Unit President

  
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P. Decker

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**LETTER OF UNDERSTANDING**

BETWEEN:

**DUFFERIN OAKS LONG TERM CARE HOME ("Dufferin Oaks")**

- and -

**ONTARIO NURSES' ASSOCIATION ("ONA")****RE: JOB SHARING**

In the event of an interest in job sharing, the parties will meet at Union-Home Committee meeting to negotiate the terms and conditions of the job sharing arrangement. The parties will consider the following terms:

1. Job Sharing requests shall be considered on an individual basis.
2. Total hours worked by the job sharing partnership shall equal one (1) full-time position, and will meet the full-time scheduling provisions. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) job sharers and the Director of Care or designate. Job Sharers shall not be scheduled to work any regular shifts in additions to the regular shifts of the full-time position.
3. The above schedules shall conform with the scheduling provisions of the collective agreement.
4. Each job sharer may exchange shifts with her partner, as well as with other employees as provided by the collective agreement.
5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.
6. When extra shifts are available in the Home, they should first be offered to part timers, then job sharers, then casuals.
7. For incidental illnesses, the job share partners will first make every effort to replace each other. If, because of unavoidable circumstances, one cannot cover the other, the Director of Care or designate must be notified to arrange for coverage. Job sharers are not required to cover for their partner in the case of prolonged sick leave, extended absences, and vacation.

- 8. The nurse involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of this agreement applicable to part-time nurses.

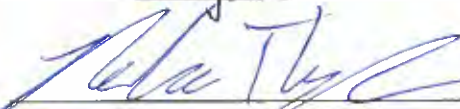
Implementation


- 9. An incumbent full-time employee wishing to share her position may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made based on the criteria set out in the collective agreement.
- 10. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to her former position. If she does not continue full-time, the position must be posted according to the Collective Agreement.


Discontinuation

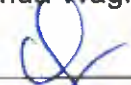
- 11. Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be made unreasonably or arbitrarily.


Dated at Orangeville Ontario, this 8<sup>th</sup> day of June, 2023.

  
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 Rohan Thompson, Dir. People & Equity

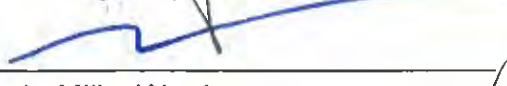
  
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 Christy Vivian, Mgr. Human Resources


  
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 Brenda Wagner, Administrator

  
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 Diane Whitten-Franks, Assoc. Administrator

  
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 Jenny Powers, Director of Care

  
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 Matthew Hillier, HR Advisor

  
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 Wade Mills, Warden

  
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 Michelle Dunne, Clerk

**FOR THE UNION:**

\_\_\_\_\_  
 Labour Relations Officer

  
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 Bargaining Unit President

  
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**LETTER OF UNDERSTANDING**

BETWEEN:

**DUFFERIN OAKS LONG TERM CARE HOME**  
("Dufferin Oaks")

- and -

**ONTARIO NURSES' ASSOCIATION ("ONA")**

**RE: SCHEDULE A – RAI COORDINATION POSITION**

To be annexed to the Collective Agreement for the term of April 1, 2020 to March 31, 2022.

The parties to this letter agree that the incumbent RAI Coordinator Jana Prentice will be retained as the RAI Coordinator for the term of this agreement.


In the event that Jana Prentice leaves the employ of Dufferin Oaks during this period, the parties will meet to review replacement options.


Dated at Orangeville, Ontario, this 8<sup>th</sup> day of June, 2023.


**FOR THE EMPLOYER:**

**FOR THE UNION:**

  
Rohan Thompson, Dir. People & Equity

  
Christy Vivian, Mgr. Human Resources

  
Brenda Wagner, Administrator

  
Diane Whitten-Franks, Assoc. Administrator

  
Jenny Powers, Director of Care

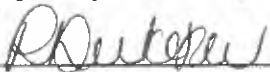
  
Matthew Hillier, HR Advisor

  
Wade Mills, Warden

  
Michelle Dunne, Clerk

Labour Relations Officer

  
Bargaining Unit President



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**LETTER OF UNDERSTANDING**

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

**DUFFERIN OAKS LONG TERM CARE HOME**  
("Dufferin Oaks")

- and -

**ONTARIO NURSES' ASSOCIATION ("ONA")**

**RE: STAFFING**

The Employer will ensure that bargaining unit registered nurses work at least 292.5 hours per week which is the number of scheduled registered nurse hours as of March 31, 2018.

Dated at Orangeville, Ontario, this 8<sup>th</sup> day of June, 2023.

**FOR THE EMPLOYER:**



Rohan Thompson, Dir. People & Equity



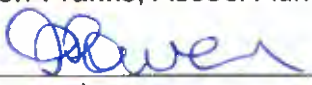
Christy Vivian, Mgr. Human Resources



Brenda Wagner, Administrator



Diane Whitten-Franks, Assoc. Administrator



Jenny Powers, Director of Care



Matthew Hillier, HR Advisor

Wade Mills, Warden



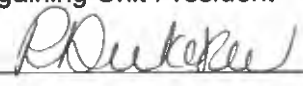
Michelle Dunne, Clerk

**FOR THE UNION:**

Labour Relations Officer



Bargaining Unit President



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**LETTER OF UNDERSTANDING**

B E T W E E N:

**DUFFERIN OAKS LONG TERM CARE HOME**  
("Dufferin Oaks")

- and -

ONTARIO NURSES' ASSOCIATION ("ONA")

**RE: TIME SHARING**

---

**WHEREAS** a request for a Time Sharing arrangement between a Full Time (FT) and Part Time (PT) Registered Nurse.

**WHEREAS** the parties agree on a without prejudice and precedent basis to the following:

1. Time Sharing requests shall be considered on an individual basis.
2. The time sharing shall be interpreted to mean a Full Time and a Part Time employee sharing their two (2) lines. The two (2) lines will be combined to create the new time share line that will not incur overtime premiums. The expectation is that the time sharers will endeavour to cover all shifts of the new time share line inclusive of item 6.
3. The scheduled hours worked by the time sharers shall be in accordance with the Collective Agreement.
4. The time share position will commence on a date mutually agreeable between the parties taking into consideration the posting of the schedule.
5. The time share parties will be classified as part-time in accordance with Article 2.02, and Article 15 of the Collective Agreement.
6. In the event that one member of the time sharing arrangement is off due to illness or injury or goes on any other leave of absence, the remaining partner will endeavour to cover all of the absent partner's shifts for the duration of the absence. If the employee is unable to cover the absences, she or he must inform the Director of Resident Care or designate.
7. In the event one of the time sharers chooses on their own accord to leave the arrangement, the time share between the parties would be discontinued within 30 days in order to provide sufficient notice to the other party. Upon discontinuation the time sharers would return to their originally held position. If the time share was discontinued due to one of the time sharers either accepting a new position within the home or leaving the organization, the remaining time sharer would still return

to his/her original position and the departing FT or PT employees originally held position would be posted as per Article 10.07.

8. Either party may discontinue the time sharing arrangement with thirty (30) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be made unreasonably or arbitrarily.

9. All other provisions in the Collective Agreement will be adhered to.

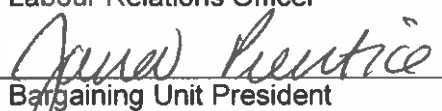
The parties agree that any dispute involving the interpretation or application of the terms of this Letter of Understanding are enforceable through the grievance-arbitration process set out in the Collective Agreement.


Dated at Orangeville Ontario, this 8<sup>th</sup> day of June, 2023.


**FOR THE EMPLOYER:**

**FOR THE UNION:**

  
\_\_\_\_\_  
Rohan Thompson, Dir. People & Equity

\_\_\_\_\_  
Labour Relations Officer  
  
\_\_\_\_\_  
Bargaining Unit President

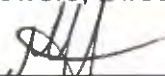
  
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Brenda Wagner, Administrator

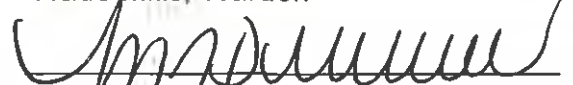
  
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Diane Whitten-Franks, Assoc. Administrator

  
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Jenny Powers, Director of Care

  
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Matthew Hillier, HR Advisor

  
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Wade Mills, Warden

  
\_\_\_\_\_  
Michelle Dunne, Clerk

**LETTER OF UNDERSTANDING**

BETWEEN:

**Dufferin Oaks Long Term Care Home**  
(Hereinafter referred to as the "Employer")

AND:

**ONTARIO NURSES' ASSOCIATION**  
(Hereinafter referred to as the "Union")

**RE: UNIT COORDINATOR ASSIGNMENT**

---

WHEREAS the parties agree on a without prejudice and precedent basis to the following:

1. The Unit Coordinator is a Registered Nurse assignment and is not considered a classification within the ONA Local Bargaining Unit.
2. The 3 Full Time Registered Nurses identified in this LOU are Beth Breadner, Rebecca Dukes, and Lindsay McLeod.
3. The Full Time Registered Nurses as named above will be entitled to a shift premium of forty cents (\$0.40) effective April 1, 2019 and fifty cents (\$0.50) upon ratification for the hours worked in the Unit Coordinator Assignment only.
4. In the event of an absence of the identified Registered Nurses above, with the exception of Article 9.06, shift premium will not apply to any backfill Registered Nurse covering the Unit Coordinator assignment.
5. Notwithstanding, if the absence results in a job posting for the Unit Coordinator Assignment, the RN who is awarded the assignment will be eligible for the premium for hours worked in the Unit Coordinator Assignment only.
6. Should any of the Registered Nurses identified above chose to relinquish the Unit Coordinator Assignment, the shift premium will no longer apply.
7. The scheduled hours shall be in accordance with the Collective Agreement.


- 8. Either party may discontinue the Unit Coordinator Assignment arrangement with thirty (30) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be made unreasonably or arbitrarily.
- 9. All other provisions in the Collective Agreement will be adhered to.


The parties agree that any dispute involving the interpretation or application of the terms of this Letter of Understanding are enforceable through the grievance-arbitration process set out in the Collective Agreement.

Dated at Orangeville Ontario, this 8<sup>th</sup> day of June, 2023.

**FOR THE EMPLOYER:**


**FOR THE UNION:**

  
 \_\_\_\_\_  
 Rohan Thompson, Dir. People & Equity


\_\_\_\_\_  
 Labour Relations Officer  
  
 \_\_\_\_\_  
 Bargaining Unit President

  
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 Christy Vivian, Mgr. Human Resources

  
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 Brenda Wagner, Administrator

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 Diane Whitten-Franks, Assoc. Administrator


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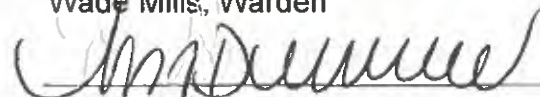
  
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 Jenny Powers, Director of Care

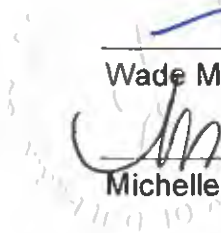
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 Matthew Hillier, HR Advisor

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 Wade Mills, Warden

  
 \_\_\_\_\_  
 Michelle Dunne, Clerk



# **CORPORATION OF THE COUNTY OF DUFFERIN**

## **BY-LAW 2023-40**

### **A BY-LAW TO APPOINT DALLAS BRIDLE AS A BUILDING INSPECTOR UNDER THE BUILDING CODE ACT AND TO REPEAL BY-LAW 2019-41.**

WHEREAS the Council of the Corporation of the County of Dufferin deems it desirable that Dallas Bridle be appointed as a Building Inspector under the Building Code Act;

AND WHEREAS it is necessary to appoint the staff by by-law;

NOW THEREFORE THE CORPORATION OF THE COUNTY OF DUFFERIN BY THE MUNICIPAL COUNCIL THEREOF ENACTS AS FOLLOWS:

1. That Dallas Bridle be, and is hereby appointed as Building Inspector under the Building Code Act, S.O. 1992 C.23, for the County of Dufferin, effective July 24, 2023;
2. That the Building Inspector shall perform all duties assigned by the Chief Building Official in accordance with the provisions of the Building Code Act;
3. That the Building Inspector shall be responsible to the Chief Building Official.
4. That By-Law 2019-41 be repealed.

READ a first, second and third time and finally passed this 13<sup>th</sup> day of July, 2023.



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Wade Mills, Warden

Michelle Dunne, Clerk

# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2023-41

### **A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND CIRCULAR MATERIALS ONTARIO. (Promotion and Education of Blue Box Material Agreement)**

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the Agreement between the Corporation of the County of Dufferin and the Circular Materials Ontario, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 13<sup>th</sup> day of July, 2023.

\_\_\_\_\_  
Wade Mills, Warden



\_\_\_\_\_  
Michelle Dunne, Clerk

This agreement (this "Agreement") is entered into as of \_\_\_\_\_, ("Effective Date")

Between

County of Dufferin, a corporation incorporated under the laws of Ontario, having a place of business at 30 Centre Street, Orangeville ON, L9W 2X1 ("Contractor")

And

Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto ON, M4V 1K6, operating as Circular Materials Ontario ("CMO")

**RECITALS**

WHEREAS, CMO is the administrator of the common collection system for Blue Box Material; and

WHEREAS, CMO issued an offer to the Contractor in connection with the promotion and education of Blue Box Material and related services; and

WHEREAS, Contractor and CMO (each a "Party", and collectively the "Parties") jointly desire to enter into this Agreement respecting the promotion and education of Blue Box Material and related services for the Eligible Community listed in Exhibit 3; and

WHEREAS the Contractor agrees to provide the Work in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge and agree to all covenants, terms and conditions as stipulated in this Agreement, as follows:

**[Remainder of Page Intentionally Left Blank]**



## **EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS**

### **ARTICLE 1 DEFINITIONS**

#### **1.1 Definitions**

“BLUE BOX MATERIAL” has the meaning set out in the Regulation.

“COLLECTION SERVICES” means the work required for the collection, or receipt in the case of a depot, of Blue Box Material from an Eligible Source located within an Eligible Community and delivery of the collected Blue Box Material to a RF.

“ELIGIBLE COMMUNITY” has the meaning set out in the Regulation.

“ELIGIBLE SOURCES” means, collectively, (i) eligible sources as defined in the Regulation and (ii) sources agreed by the Parties to be eligible sources for the purposes of the Agreement.

“FACILITY” has the meaning set out in the Regulation.

“HOUSEHOLD” means (i) a Residence, (ii) a dwelling unit contained within the type of Facility described by section (a) of the definition of “facility” in the Regulation and (iii) households agreed by the Parties to be households for the purposes of the Agreement (including the households referred to in Exhibit 2).

“NON-BLUE BOX MATERIAL” means material that is not Blue Box Material

“PROMOTION AND EDUCATION MATERIAL” means promotion and education materials developed by CMO or the Contractor in respect of the Blue Box Material.

“RECEIVING FACILITY” or “RF” means any facility designated by CMO as the point where the entity delivering Collection Services is to unload Blue Box Material, including any alternate facilities identified by CMO for use when an RF is unable to accept Blue Box Material.

“REGULATION” means Ontario Regulation 391/21 under the (Ontario) Resource Recovery and Circular Economy Act, 2016.

“RESIDENCE” has the meaning set out in the Regulation.

“SERVICE COMMENCEMENT DATE” means the applicable date on which the Work commences in an Eligible Community.

“WORK” means the performance of services including the supply of all materials, equipment, labour, facilities, supervision, services, permits, licenses, or approvals required to complete the Contractor’s obligations under this Agreement.

## **ARTICLE 2 TERM**

### **2.1 Term**

This Agreement will commence on the Service Commencement Date and its initial term will continue until December 31, 2025 unless terminated as set out in Article 4. CMO and the Contractor, by mutually written agreement, may extend this Agreement for up to three (3) further periods of one (1) year each. The initial term and any such additional term or terms are herein referred to as the "Term".

## **ARTICLE 3 PROMOTION AND EDUCATION SERVICES**

### **3.1 Promotion and Education Services**

- (a) The Contractor shall have responsibility for executing the following promotion and education activities, as applicable, for Households identified in Exhibit 4 ("**Promotion and Education Activities**"):
- Waste guides and calendars
  - Waste website widgets and related mobile apps.
- (b) Where the Contractor is providing waste guides and calendars, the Contractor will have responsibility for:
- (A) the development, design, printing, and distribution of the waste guides and calendars to Households.
  - (B) providing persons associated with Households information about Collection Services, including:
    - the days and times that Collection Services are provided;
    - a list of Blue Box Material that may be deposited into blue box receptacles;
    - a list of materials that may not be deposited into blue box receptacles;
    - a description of how blue box receptacles can be replaced, or how additional blue box receptacles can be requested; and
    - the telephone number and email address of the Contractor delivering Collection Services at which persons may receive responses to questions or concerns relating to Collection Services.
- (c) Where the Contractor is managing waste website widgets and related mobile apps, the Contractor will have responsibility for:
- (A) Maintaining all subscription requirements;
  - (B) Managing any Non-Blue Box Material-related content and information, as applicable; and
  - (C) Providing CMO with a login account to allow CMO staff to manage content related to Blue Box Material.

- (d) Contractor is to provide Promotion and Education Activities are at a standard similar to or exceeding the standard of Promotion and Education Activities prior to the Service Commencement Date.
- (e) CMO shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce its rights under this Agreement against third party violators, including but not limited to seeking injunctive relief.

#### **ARTICLE 4 TERMINATION**

- 4.1** Without prejudice to any other right or remedy CMO may have under this Agreement, CMO may terminate this Agreement, as follows:
- (a) If there is a Legislative Change, immediately, upon written notice being provided to the Contractor; or
  - (b) If Contractor fails to deliver the Promotion and Education Activities set out in Section 3.1 or the standard of such Promotion and Education Activities falls below the standard prior to the Service Commencement date and does not rectify the failure within 30 calendar days of receipt of notice thereof from CMO.
- 4.2** Either Party may, at any time and without cause, terminate this Agreement for convenience upon giving the other Party 180 days' written notice (or such shorter amount of notice if agreed in writing by the other Party).

#### **ARTICLE 5 STANDARD CONDITIONS**

**5.1 Governing Laws**

This Agreement will be interpreted and governed by the laws of the Province of Ontario.

**5.2 Compliance with Laws and Permits**

- (a) The Contractor shall comply in all material respects with Applicable Laws and shall perform and complete the Work, and cause the Work to be performed and completed, in accordance with and in compliance with all Applicable Laws, including all Applicable Laws related to the environment and health and safety. If there is a conflict between the standards required by Applicable Laws, then Contractor shall perform and complete the Work in compliance with the higher or more rigorous standard.
- (b) The Contractor shall obtain, and shall ensure Subcontractors obtain, all permits, permissions, licences, and approvals required to perform the Work.

**5.3 Assignment**

This Agreement enures to the benefit of and is binding upon the Contractor and CMO and their successors and permitted assigns. The Contractor shall not assign, transfer (including a change in control of Contractor), convey or otherwise dispose of this Agreement, including any rights or obligations under this Agreement, or its power to execute such Agreement, without the prior written consent of CMO.

#### **5.4 Contractor to Make Examinations**

The Contractor has made its own examination, investigation, and research regarding proper methods of providing the Work and all conditions affecting the Work under this Agreement, and the labour, equipment and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that it has satisfied itself based on its own investigation and research regarding all such conditions, that its conclusion to enter into this Agreement was based upon such investigation and research, and that it shall make no claim against CMO because of any of the estimates, statements or interpretations made by any officer or agent of CMO that may be erroneous.

#### **5.5 Changes to Agreement**

- (a) Changes to this Agreement may only be made in writing signed by duly authorized representatives of both Parties.
- (b) Except as otherwise expressly stated in this Agreement, no amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing and signed by an authorized representative of each Party. Notwithstanding the foregoing, CMO may propose any revisions to this Agreement necessary to comply with amendments to the Regulation or other notices, interpretations, rulings, directives or other communications issued pursuant to the Regulation (collectively, "Communications"), and CMO will provide the Contractor with written notice of such proposed revisions as soon as reasonably practicable. CMO shall make commercially reasonable efforts to consider and respond to reasonable written feedback related to such revisions received from the Contractor within thirty (30) calendar days of receiving such feedback.

#### **5.6 Conflicts and Omissions**

- (a) Neither Party to this Agreement shall take advantage of any apparent error or omission in this Agreement. Any Work not herein specified which is necessary for the proper performance and completion of any Work contemplated, which may be implied as included in this Agreement, shall be done by the Contractor as if such Work had been specified and shall not be construed as a variation of the Work.
- (b) If the Contractor discovers any provision in this Agreement which is contrary to, or inconsistent with any Applicable Law, the Contractor shall forthwith report the inconsistency or conflict to CMO in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from CMO.

#### **5.7 Duty to Notify**

If the Contractor becomes aware of any problem and/or condition which may adversely affect the performance of the Work, or the ability of the Contractor to conform with any requirements for the term of this Agreement, then the Contractor shall promptly, and in no event more than two (2) Business Days after becoming aware of same, notify CMO, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit CMO to understand the nature and scope thereof. In any event, the Contractor will provide such written progress reports to CMO as reasonably requested by CMO but not less frequently than monthly unless otherwise agreed to in writing by CMO.

## 5.8 Severability

- (a) If, for any reason, any part, term, or provision of this Agreement is held by a court of the Province of Ontario to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
- (b) If it should appear that any provision hereof conflicts with any statutory provision of the Province of Ontario or Government of Canada, said provision, which may conflict therewith, shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

## 5.9 Further Assurances

Each Party shall, at its expense, do, execute and deliver, or cause to be done, executed and delivered, such further acts and documents as the other Party may reasonably request from time to time for the purpose of giving effect to this Agreement or carrying out the intention or facilitating the performance of the terms of this Agreement.

## 5.10 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument. Each counterpart of this Agreement may be executed by electronic signature. CMO and the Contractor shall execute and deliver such further and other documents and do and perform such further and other acts or things as may be necessary or desirable to give full effect to this Agreement.

## 5.11 Notice

Unless expressly stated otherwise, any notice, request, consent, claim, demand, waiver or other communication required or permitted to be given in connection with this Agreement must be given in writing and will be given by hand or sent by courier or emailed, in each case addressed as follows, and will be deemed to have been received on the day of receipt if by hand or courier, or if given by email three (3) business days after confirmation of email transmission.

### To CMO:

Circular Materials Ontario  
1 St. Clair Avenue West, Suite 700  
Toronto, ON M4V 1K6  
Attention: Jennifer James, Director, Marketing & Communications – Eastern Canada

Email: [operations@circularmaterials.ca](mailto:operations@circularmaterials.ca)

### To Contractor:

County of Dufferin  
30 Centre Street  
Orangeville, ON L9W 2X1  
Attention: Melissa Kovacs Reid

Email: [mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca)

**IN WITNESS WHEREOF**, the terms and conditions of this Agreement are acknowledged and agreed to by the Parties as of the date first listed above.

**County of Dufferin**

By: \_\_\_\_\_

Name: Wade Mills

Title: Warden

By: \_\_\_\_\_

Name: Michelle Dunne

Title: Clerk

We have authority to bind the Contractor.

**Circular Materials Ontario**

DocuSigned by:

By: Allen Langdon \_\_\_\_\_

Name: Allen Langdon

Title: CEO

I have authority to bind CMO

**EXHIBIT 2: HOUSEHOLDS RECEIVING COLLECTION SERVICES**

<b>Eligible Community</b>	<b>Number of Households Receiving Collection Services</b>
Township of Amaranth	1,481
Township of East Garafraxa	984
Town of Grand Valley	1,781
Township of Melancthon	1,188
Town of Mono	3,426
Township of Mulmur	1,772
Town of Orangeville	11,296
Town of Shelburne	2,942

**\*NOTE: The number of Households for multi-family buildings is determined by the number of dwelling units located within the applicable multi-family building.**

**\*\*NOTE: CMO holds no responsibility or liability for actual information that is different from the information presented in this Exhibit.**

**EXHIBIT 3: SERVICE COMMENCEMENT DATE**

The table included below lists the Service Commencement Date when services, forming the Work described by this Agreement, are to commence in each Eligible Community.

<b>Eligible Community</b>	<b>Service Commencement Date</b>
Township of Amaranth	2023-07-01
Township of East Garafraxa	2023-07-01
Town of Grand Valley	2023-07-01
Township of Melancthon	2023-07-01
Town of Mono	2023-07-01
Township of Mulmur	2023-07-01
Town of Orangeville	2023-07-01
Town of Shelburne	2023-07-01



**EXHIBIT 4: COMPENSATION**

- 1.1 In consideration for Contractor's performance of the Promotion and Education Activities, CMO will pay Contractor the Unit Price for the applicable Promotion and Education Activities selected (as indicated by an x in the associated check box) in the table below:

	<b>Promotion and Education Activities</b>	<b>Unit Price per Year \$ per Household Receiving Collection Services</b>
<input checked="" type="checkbox"/>	Waste guides and calendars	\$0.35
<input checked="" type="checkbox"/>	Waste website widgets and mobile apps	\$0.15

- 1.2 For clarity, the number of Households listed in Exhibit 2 shall be used in the calculation of the Unit Price even if the number of Households listed in Exhibit 2 is not the actual number of Households at the start of the applicable calendar year.

- 1.3 All amounts are in Canadian funds.

- 1.4 Documentation and Payment

- (a) The payment provided by CMO as identified in this Exhibit must only be used with respect to Blue Box Material and may not be used for any Promotion and Education Activities for non-Blue Box Material (i.e garbage, organics, etc.).
- (b) CMO may issue a purchase order in respect of the Agreement. Any such purchase order shall be solely for the convenience of CMO and, notwithstanding any of the provisions set out in such purchase order, shall not create any binding obligations of either CMO or the Contractor or in any way be deemed to supersede or amend this Agreement or be considered to form part of this Agreement.
- (c) CMO shall pay the amount due under Section 1.1 on January 31 of each year during the Term of this Agreement. Where the Contractor's Service Commencement Date falls on a date other than January 1<sup>st</sup>, the Unit Price for the first payment will be calculated as follows: Unit Price in the table in Section 1.1 divided by twelve (12) and multiplied by the number of full months between the Service Commencement Date and December 31.
- (d) Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CMO describing the reasons for the disputed amount.
- (e) The Contractor shall inform CMO of any payment errors that result in payment errors by CMO in a timely manner by issuing a written notice informing CMO of the credit necessary to correct such error in the next payment or, if the overpayment is in respect of the last payment, by issuing a refund to CMO within thirty (30) calendar days.

- 1.5 Taxes

- (a) Except for the applicable Value Added Taxes payable by CMO, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this Agreement, or upon the Work provided hereunder or thereunder, or based on or measured by gross receipts or net income, or measured by wages, salaries or other remuneration of the Contractor's employees, will be solely the responsibility

of the Contractor. The Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

- (b) The Contractor is a registrant within the meaning of Part IX of the Excise Tax Act and shall provide CMO with its harmonized sales tax ("HST") number.

#### 1.6 Monies Due to CMO

In the event there are any monies payable to CMO by the Contractor under the terms of this Agreement, CMO shall invoice the Contractor for such amounts and the Contractor shall pay such amounts to CMO in accordance with such invoice.

# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2023-42

### **A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND GFL ENVIRONMENTAL INC. (Solid Waste Collection Service Contract)**

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the Agreement between the Corporation of the County of Dufferin and GFL Environmental Inc., in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 13<sup>th</sup> day of July, 2023.

\_\_\_\_\_  
Wade Mills, Warden



\_\_\_\_\_  
Michelle Dunne, Clerk

**THIS AGREEMENT** dated this \_\_ day of April 2023

**BETWEEN:**

**GFL ENVIRONMENTAL INC.**

(hereinafter called the "Contractor")

-and-

**THE CORPORATION OF THE COUNTY OF DUFFERIN**

(hereinafter called the "County")

**WHEREAS** the Contractor (GFL Environmental Inc.) submitted a proposal in response to the County's Request for Proposal RFP2021 WS-21-03 ("**RFP**") to provide Curbside Residential, Multi-residential and IC&I Solid Waste Collection Services;

**AND WHEREAS** Circular Materials Ontario ("**CMO**") has agreed to permit the collection of recyclable materials from Industrial, Commercial and Institutional (IC&I) locations on residential routes as part of CMO's separate residential recyclables collections contract with GFL until on or about December 31<sup>st</sup>, 2025, The Parties agree that the County has reserved its right to use the Contractor for the collection of IC&I recyclable materials on or about January 1<sup>st</sup> 2026 and GLF agrees to provide such services in accordance with the terms and conditions of this Agreement as may be amended upon written agreement of the Parties. The County agrees to provide the Contractor with a minimum of ninety (90) calendar days written notification prior to Contractor providing the IC&I Solid Waste Collection Services for recyclables subject to the terms and conditions of this Agreement;

**AND WHEREAS** the Contractor's proposal ("**Contractor's Proposal**") was evaluated and assessed as the highest rated proposal of the proposals received;

**AND WHEREAS** the Contractor was awarded the contract, subject to successful negotiation and finalization of the contract terms;

**AND WHEREAS** the Contractor and the County have agreed that the Contractor will carry out the Works as set out in the RFP, including all of the issued Addendums to that RFP, and the Contractor's Proposal, except for such terms and conditions which are expressly modified or clarified in this Contract;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Contractor and the County hereto agree one another as follows:

## 1. DEFINITIONS & INTERPRETATION

### 1.1 DEFINITIONS

All definitions contained in RFP WS-21-03 Solid Waste Collection Services are applicable to this Agreement. Any reference to the term "Contract" shall be interpreted as meaning this "Agreement" and any reference to the term "Agreement" shall be interpreted as meaning any references in the documents to the "Contract".

### 1.2 RECITALS

The above recitals are true in substance and in fact and are hereby incorporated into this Agreement by reference.

### 1.3 INTERPRETATION

This Contract between the Parties in respect of the provision of waste management collection services relating to the collection of Single Stream Recycling for IC&I, Source Separated Organics, Garbage, Yard Waste, Bulk Waste, White Goods and Disposable Batteries, and the provision of disposal and processing services for Garbage, Yard Waste, Bulk Waste and White Goods all as set out and further described in RFP WS-21-03 Solid Waste Collection Services.

The Contract between the Parties is comprised of the following documents, all of which are collectively referred to as the "Contract" or "Agreement":

- (a) this Agreement;
- (b) the Request for Proposal No. **RFP 2021 WS-21-03 Solid Waste Collection Services** including all addenda, (the "Solicitation Document") attached hereto as Schedule "A" and Schedule "B"; and
- (c) all the documentation submitted by the Supplier in response to the Solicitation Document including but not limited responses to any information requests following the award of RFP 2021 WS-21-03 (collectively the "Supplier's Submission") attached as Schedules "C", "D" and "E".

Any ambiguity, conflict, or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document. This Agreement, the Solicitation Document and Supplier's Submission shall be collectively referred to as the "Contract Documents."

### 1.3 DEFINED TERMS

The defined terms in this Agreement incorporates by reference and relies upon the definitions as set out in RFP WS-21-03.

#### 1.4 GENERAL TERMS

This Agreement will be interpreted according to the following, except to the extent that the context or the expressed provisions of this Agreement otherwise require or for any specific terms that are expressly defined in this Agreement:

- (a) All of the headings and subheadings inserted in this Contract are designed for convenience only and do not form a part of this Contract nor are they intended to interpret, define, or limit the scope, extent, or intent of this Contract or any provision hereof;
- (b) The word "including", when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;
- (c) Any and all references to a statute, regulation or by-law will include and will be deemed to be a reference to such statute, regulation or by-law made pursuant thereto, as amended and in force from time to time, and to any statute, regulation or by-law that may be passed which has the effect of supplementing or superseding the same;
- (d) All obligations of the parties contained in this Contract, although not expressed to be covenants, shall be deemed to be covenants;
- (e) Words and abbreviations which have well-known technical, or trade meanings are used and will be interpreted in this Contract in accordance with such recognized meanings; and
- (f) Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa and words importing individuals will include firms and corporations, and vice versa.
- (g) This Agreement shall enure to the benefit of the County, its successors and assigns and shall be binding on the Contractor, its successor, and assigns.
- (h) All of the provisions of this Agreement are and are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate clause hereof. Should any provisions of this Agreement be adjudged unlawful or not enforceable, it shall be considered separate and

severable from the agreement and its remaining provisions as though the unlawful or unenforceable provision had never been included.

- (i) This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission (e-mail), and when so executed and delivered, will be deemed an original.

## 2. TERM

### 2.1 TERM

The Contract Term shall be for a period of seven (7) years, commencing on July 1<sup>st</sup>, 2023, unless otherwise advised by the County in writing. The County reserves the right in its sole and absolute discretion to extend the Contract Term for up to two (2) additional one (1) year terms, on the same terms and conditions as set out in the Contract Documents.

## 3. CONTRACT IMPLEMENTATION

### 3.1 CONTRACTOR'S OBLIGATIONS

The Contractor acknowledges and agrees that:

- (a) All submissions required following the execution of this Agreement shall be submitted by the Contractor within the time periods specified in the Contract Documents;
- (b) The Contractor shall confirm in writing an "Implementation Schedule" to the satisfaction of the County, acting reasonably, within a period of five (5) business days from the execution of this Contract setting out the timeline for the implementation of all activities required in the Contract Documents prior to the Contractor engaging in the Work set out in this Contract prior to initiating in the provision of the Work. Such activities including but are not limited to: confirmation of and details relating to the Primary Collection Vehicles; the provision of Performance Securities and Insurance documents; development and/or update of the operating, emergency, and contingency plans; customer service plans; vehicle purchase plans; staff hiring and training plans; collection routes and maps; vehicle maintenance and fueling procedures;
- (c) The Contractor shall provide in writing within a period of thirty (30) calendar days its detailed procedures for record keeping and electronic data transfer to and from the County (including from the on-board Geotab system that tracks Oops stickers and route issues);
- (d) The Contractor is committed to reducing its Environmental Impacts and Greenhouse Gas emissions with the minimum level of these obligations and commitment being as set out in the Contract Documents. The Contractor confirms that it is aware of and has taken into consideration any impacts associated with the implementation of any

carbon tax and/or carbon pricing and any other initiatives to reduce Greenhouse Gas emissions as may be imposed under Applicable Law and such costs have been incorporated into the pricing set out in the Contract Documents. For the purposes of clarification only, there shall be no additional fees, charges or other costs shall be imposed or claimed by the Contractor under the Contract Documents as it relates to costs associated with any carbon tax and/or carbon pricing and/or meeting its commitment to reducing Environmental Impacts and Greenhouse Gas emissions as set out in the Contract Documents.

- (e) The Contractor shall provide any and all information requested by the County Representative necessary to implement the Work as set out in the Contract Documents.

#### 4. REPRESENTATIVES

##### 4.1 APPOINTMENT

Each Party shall maintain consistent communication(s) with the other Party in accordance with their respective obligations under the Contract Documents. In particular, the Contractor and the County shall each appoint a representative (either the "Contractor's Representative" or the "County's Representative") who shall be responsible for instituting and maintaining communication with the other Party as such communications relate to the requirements and obligations of the Contract Documents, the Parties agree to also designate an alternative representative who will be responsible as acting as the representative in the absence or inability to act of the Party's respective primary representative.

##### 4.2 CONTRACTOR AND COUNTY REPRESENTATIVES

Contractor Representative:

Craig Nelson  
District Manager, GFL Environmental Inc.  
Phone: (905) 843-2552 Ext. 61911  
Cell: (905) 460-7493  
Email: [cnelson@gflenv.com](mailto:cnelson@gflenv.com)

Alternative Contractor Representative:

Dale Smyth  
Operations Manager, GFL Environmental Inc.  
Phone: (905) 843-2552 Ext. 62427  
Cell: (519) 215-6380  
Email: [dsmyth@gflenv.com](mailto:dsmyth@gflenv.com)

County Representative:

Scott Burns



Director of Public Works, County of Dufferin  
Phone: (519) 941-2816 Ext. 2601  
Cell: (519) 938-0507  
Email: [directorofpublicworks@dufferincounty.ca](mailto:directorofpublicworks@dufferincounty.ca)

Alternative County Representative:

Melissa Kovacs Reid  
Manager of Waste Services, County of Dufferin  
Phone: (519) 941-2816 Ext. 2622  
Cell: (519) 939-0602  
Email: [mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca)

#### 4.3 REPRESENTATIVE'S AUTHORITY

The Parties acknowledge and agree that:

- (a) Either Party may change its representative or alternative representative by providing written notice to the other Party;
- (b) Each Party's representative will have the power and authority to act on behalf of and to bind such Party with respect to the day-to-day management of matters under or relating to the obligations and terms and conditions set out in the Contract Documents and that each Party's representative will be relied upon by the other Party as the official representative;
- (c) Notwithstanding the foregoing, that their respective representatives will not have the authority to amend this Contract save and except for minor administrative changes for the sole purpose on clarifying any terms and conditions required to implement the intent and purpose of the Contract Documents;
- (d) The County has the sole right and authority to amend the obligations, terms, and conditions as set out in the Contract Documents on behalf of the County in accordance with the County's delegation by-law.

### 5. SERVICES

#### 5.1 COLLECTION, TRANSPORTATION AND PROCESSING

The Contractor shall, in accordance with the Contract Documents, and throughout the Term, perform all the obligations, terms and conditions required for the provision of the Works including but not limited to:

- (a) The Contractor agrees to provide a four (4) day collection schedule for Source Separated Organics ("SSO") and Garbage, in accordance with the specifications

outlined in the Contract Documents, where each material will be collected from each household, including any listed as on Limited Access Roads, multi-family buildings and IC&I locations (as indicated by the County) on a weekly basis.

- (i) The Parties acknowledge and understand that the County may in its sole and absolute discretion upon providing the Contractor thirty (30) days written notice amend this Contract to require the Contractor to provide or discontinue SSO and Garbage collection services at specific locations in accordance with the Contract Documents on residential routes.
- (b) The Contractor agrees that the SSO and Garbage shall be co-collected using two-compartment collection vehicles, unless otherwise agreed upon in writing by the Parties, acting reasonably. The materials will be collected in a manner such that the SSO and Garbage are appropriately separated from each other within their dedicated compartment, and not compacted to a degree that exceeds the requirements of the Contract Documents.
- (c) The Contractor agrees to collect from curbside Business Improvement Area (BIA) garbage containers in Grand Valley and Shelburne, at the same per unit price per container as residential stops and shall invoice the County separately for these locations.
- (d) The Contractor understands and agrees that this Contract specifically excludes the provision of Residential Recycling Services as the County has decided that it will not opt into providing any services for or on behalf of Circular Materials Ontario (CMO) for collections on CMO's behalf during the Blue Box Transition period, for clarification purposes only the County does not require the Contractor to provide any Residential Recycling Services and such Residential Recycling Services are specifically excluded from this Contract.
- (e) The Parties acknowledge and agree as set out in section 5.1(a)(i) above a written amendment shall be made to this Contract in the event that the County, in its sole and absolute discretion, shall require the Contractor's Recycling collection services for dedicated IC&I Recycling collection after December 31<sup>st</sup>, 2025 following the transition of the blue box collection services under all Applicable Law. Following the transition of the blue box collection services the County shall advise the Contractor upon providing a minimum of ninety (90) calendar days written notification that as of January 1<sup>st</sup>, 2026 if the Contractor is responsible for collecting the IC&I recyclables subject to the terms and conditions of the Contract Documents and which service shall be implemented through a written amendment to this Contract as agreed to by the Parties, acting reasonably. The Parties agree that any Recyclables shall be collected using a separate collection vehicle and

collected in a manner such that the materials are not compacted to a degree that exceeds the requirements of the Contract Documents.

- (f) All urban and rural settlement Yard Waste collection services shall be provided in accordance with the Contract Documents.
- (g) All rural Yard Waste collection services shall be provided in accordance with the Contract Documents.
- (h) All Bulk Waste and White Goods collection shall be provided in accordance with the Contract Documents.
- (i) Bi-annual Batteries Collection Services shall be provided in accordance with the Contract Documents.
- (j) Collected SSO shall be delivered to the Contractor's owned transfer station located at 473051 County Road 11 in the Township of Amaranth, Ontario or to a facility agreed to in writing by the Parties. The Contractor agrees that it shall consolidate and re-load the SSO onto transfer trailers for shipment to the County's contracted processor located at 4675 Wellington Road South, in the City of London, Ontario, or to another site approved in writing as may be determined by the County. The SSO material shall not be compacted to a degree that exceeds the requirements of the Contract Documents. The costs of transporting the collected SSO from 473051 County Road 11, Township of Amaranth, Ontario to 4675 Wellington Road South, in the City of London, Ontario or alternative site as determined by the County, shall be paid at the rate per kilometre as set out in the Contract Documents including as identified within the Supplier's Submission in the RFP's Pricing Schedule.
- (k) All Collected Garbage and Bulk Waste materials shall be delivered to the Contractor's owned transfer station located in the Township of Amaranth, Ontario or to a facility deemed appropriate by the Contractor and agreed to by the Parties in writing. From this agreed upon site, the Contractor shall re-load the materials onto transfer trailers for shipment to the approved final disposal site(s) as included in the Contract Documents, or to another approved site as may be agreed upon by both Parties, in writing, acting reasonably.
- (l) In the event of a United States Border Closing, the contingency facilities for Garbage and Bulk Waste disposal includes the Ridge Landfill in Strathroy Ontario and the GFL Lafleshe Landfill in Moose Creek Ontario or a location mutually agreed upon by the Parties in writing.

- (m) Collected White Goods shall be delivered to the Contractor's owned transfer station located at 473051 County Road 11 in the Township of Amaranth, Ontario or to a facility deemed appropriate by the Contractor and agreed to by the Parties in writing. Prior to shipment, items containing Chlorofluorocarbons (CFCs) will be serviced by a licensed technician where the CFCs will be extracted and properly disposed or recycled in accordance with all Applicable Law. Once serviced, the Contractor will re-load the White Goods onto transfer vehicles for shipment to the location it has identified in their Proposal, or to another approved site as may be agreed upon by both parties, in writing acting reasonably.
- (n) Collected Yard Waste material shall be delivered to the Contractor's owned transfer station located at 473051 County Road 11 in the Township of Amaranth, Ontario or to a facility deemed appropriate by the Contractor and agreed to by the Parties in writing. The Contractor shall consolidate and re-load the Yard Waste material onto transfer trailers for shipment to the location identified in the Contractor's RFP Proposal, All Treat Farms (Walker Environmental) located at 7963 Wellington County Road 109 in the Town of Arthur, Ontario, or to another approved site as may be agreed upon by both Parties, in writing acting reasonably.
- (o) The contingency facility for yard waste shall be deemed to be the Miller Compost at 1351 Bloomington Road in Richmond Hill, or another facility as agreed to by the Parties, in writing, acting reasonably.
- (p) At no time shall the Contractor suspend or delay collections as a result of any access restrictions at any facility, and the Contractor shall be solely responsible for making all appropriate alternative arrangements in the event of a temporary closure or non-access to these facilities.
- (q) The Contractor shall not incur any cost associated with the tipping or processing of SSO.
- (r) The County shall remit payment to the Contractor for all authorized and accepted Collection Services as set out in Contract Documents in accordance with its standard process and as agreed upon in the Contract Documents.
- (s) Any and all service changes (additions or deletions) may only be made by written amendment to this Contract and accepted by both Parties, acting reasonably.

## 5.2 WASTE STREAMS

All waste streams shall be collected in accordance with the specifications outlined in the Contract save and except for the following:

- (a) As agreed to between the Parties, in writing, there shall be no limits to yard waste bags/bundles/rigid containers set out for collection.
- (b) Rural Yard Waste collection shall occur during the first full week of the month, with rural households/locations being required to schedule a pick-up directly with the Contractor by calling or emailing the Contractor at least one (1) week before the collection week.

### 5.3 COLLECTION AREAS AND ROUTES

The Collection Areas and Routes will be in accordance with the specifications outlined within the Contract Documents, and the Contractor shall prepare for the County's review and approval, a written description of all the collection areas and routes within a period of ten (10) business days of the execution of this Contract. The Contractor acknowledges and agrees that no alteration may be made to collection areas and/or routes without the prior written approval of the County Representative.

The following adjustments to the existing collection areas within the RFP are agreed to by both Parties:

- (a) Adjustment of the Tuesday Collection Area (Town of Orangeville): move the area southeast of Hwy 9 and Hwy 10 (Hospital Area) to Monday collections;
- (b) Adjustment of the Wednesday Collection Area (Town of Shelburne): move the new subdivision located on the northeast side of Hwy 89 and County Road 124 to Monday collections

### 5.4 COLLECTION CONCERNS DUE TO ROAD CONDITIONS/WINTER WEATHER

Collections will be undertaken in accordance with the specifications outlined within Contract Documents including the provision of additional resources and unscheduled collections, notification to the County, and implementing an operational contingency plan. In unforeseeable situations which due to road conditions or winter maintenance as set out in the Contract Documents the Contractor is unable to service 1 to 2 roads and/or partial roads, the Contractor shall offer next day service. If the conditions are such that the Contractor chooses to not collect all the rural roads in the affected area, the Contractor will arrange collections for the affected area(s) on the following Friday. In either case the collection services will be undertaken at no additional cost to the County and all households/ locations shall have the option to double-up set out volumes the following week. Such failure to collect by the Contractor shall only occur in exceptional and unforeseeable circumstances and accordance with the terms and conditions set out in the Contract Documents.

## 5.5 SCAVENGING FORBIDDEN

The Contractor shall not scavenge, or permit any person to scavenge at any time, including during Collections, at the transfer and disposal sites, or otherwise. Scavenging includes sorting through the materials, collected materials or at any stage of the Works provided to look for items that may have monetary value. The Contractor will inform the County of any scavenging activity that they observe during the course of their Work (i.e., on collection routes) by the public.

Scavenging will not include searches for misplaced or lost items, nor will it include sorting and removing non-compliant material.

## 6. COLLECTION VEHICLES AND EQUIPMENT

### 6.1 COLLECTION VEHICLES MINIMUM REQUIREMENTS

The Contractor shall at all times use collection vehicles that:

- (a) use compressed natural gas as their primary source of fuel; and may operate diesel vehicles as needed/required, as outlined in the Contractor's Proposal;
- (b) are age appropriate as in accordance with the requirements of the Contract Documents;
- (c) conform with all Applicable Laws and safety standards;
- (d) meet all other specifications and requirements within the Contract Documents.

## 7. PRICING and ADJUSTMENTS

### 7.1 UNIT PRICES

The Unit Prices as outlined in the Pricing Schedule of the Contract Documents shall be relied upon to calculate payment for the Contractor and are included in Schedule "G" of this Contract, for those Services provided in this Contract as determined by the County, with the exception of the following, as agreed to by the Parties:

- (a) Bulk Waste Collection: \$25 for every four (4) bulk items set at the curb for collection
- (b) White Goods Collection: \$20 per item, with an additional \$10 for items containing freon

### 7.2 UNIT PRICE CHANGE/ANNUAL INFLATION ADJUSTMENT

- (a) Unit Prices set out in the Contract Documents shall remain firm and fixed for the duration of the Contract Term and any Optional Extension Period and shall be subject to CPI adjustments in accordance with the Contract Documents.

- (b) Unit Prices shall be adjusted annually during the Contract Term and for the Optional Extension Periods, if any, based on the percentage change in the posted All-items CPI (Consumer Price Index) for Ontario for the previous twelve (12) month period ending June of the contract renewal year. The CPI figures are posted on the Government of Canada website at <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401>. This adjustment shall be applied to the Unit Prices each year on the date of execution of the Contract starting in the second year of the Contract.

The increase, or decrease, as the case will be based on the following formula:

$$\text{CPI Adjustment} = \text{Current Unit Price} \times \frac{\text{All-items CPI June upcoming year}}{\text{All-items CPI June current year}}$$

## 8. GENERAL NOTIFICATION REQUIREMENTS

### 8.1 NOTICE

Communications among the County and the Contractor, including all written notices required by the Contractor, may be delivered by hand, email or by pre-paid registered mail to the address as set out below:

- (a) Notice to the County:  
The Corporation of the County of Dufferin  
30 Centre St.  
Orangeville, ON L9W 2X1  
Email: [mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca)  
Attention: Manager of Waste Services
- (b) Notice to the Contractor:  
GFL Environmental Inc.  
19 Commerce Rd.  
Orangeville, ON, L9W 3X5  
Email: [cnelson@gflenv.com](mailto:cnelson@gflenv.com)  
Attention: District Manager

A communication or notice that is addressed as above will be considered to have been received:

- (a) Immediately upon delivery, if delivered by hand;
- (b) Immediately upon transmission if sent and received by email during business hours and deemed to have been received the following business day if received after 4:30 pm: or

(c) On the date it is actually received, if sent by registered mail

The County or the Contractor may, at any time, change its address for notice by giving written notice to the other at the address which is then applicable.

*One signature page to follow.*



**IN WITNESS** whereof, the Parties have by their authorized signing officers duly authorized in that regard hereunto set their hands and seals.

**SIGNED, SEALED AND DELIVERED**

**GFL ENVIRONMENTAL INC.**



Per: Dave Richmond  
Title: VP Eastern Canada GFL  
Date: June 27, 2023

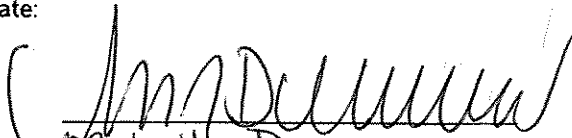
Per:  
Title:  
Date:

*/We have the authority to bind the Corporation*

**THE CORPORATION OF THE COUNTY OF  
DUFFERIN**



Per: Wade Mills  
Title: **Warden, County of Dufferin**  
Date:



Per: Michelle Dunne  
Title: **Clerk, County of Dufferin**  
Date:

*/We have the authority to bind the County*

SCHEDULE "A": COMPLETE RFP

SCHEDULE "B": ADDENDUM # 1 AND ADDENDUM # 2

SCHEDULE "C": GFL ENVIRONMENTAL INC. RESPONSE

SCHEDULE "D": NEGOTIATION EMAIL/CLARIFICATION

SCHEDULE "E": NEGOTIATION ATTACHMENT

SCHEDULE "F": FULLY EXECUTED AGREEMENT

SCHEDULE "G": FINAL NEGOTIATED PRICING SCHEDULE

# **CORPORATION OF THE COUNTY OF DUFFERIN**

## **BY-LAW 2023-43**

### **A BY-LAW TO ADOPT AMENDMENT NO. 3 TO THE OFFICIAL PLAN FOR THE COUNTY OF DUFFERIN.**

WHEREAS the Planning Act, R.S.O. 1990, c.P.13, as amended, permits the County of Dufferin to adopt an Official Plan or amendments thereto;

AND WHEREAS County Council at its meeting on July 13, 2023, decided to adopt County Official Plan Amendment No. 3 to the Dufferin County Official Plan, March 2015;

The Council of County of Dufferin HEREBY ENACTS as follows:

1. County Official Plan Amendment No. 3 to the Dufferin County Official Plan, March 2015, consisting of the text attached hereto as Schedule "A" is hereby adopted.
2. Dufferin County Official Plan Amendment No. 3 is subject to approval by the Minister of Municipal Affairs.
3. Schedule "A" attached hereto and forming part of this By-law constitutes Dufferin County Official Plan Amendment No. 3.

READ a first, second and third time and finally passed this 13<sup>th</sup> day of July, 2023.

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Wade Mills, Warden



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Michelle Dunne, Clerk

**AMENDMENT NO. 3  
TO THE DUFFERIN COUNTY  
OFFICIAL PLAN**

**Location:** This Official Plan Amendment applies to the entire corporate limits of the County of Dufferin.

**Date:** July 13, 2023

**Approval Authority:** Ontario Ministry of Municipal Affairs and Housing

## AMENDMENT NO. 3

### To the Dufferin County Official Plan

The attached, constituting Amendment No. 3 to the Dufferin County Official Plan, as authorized by the provisions of Section 26 of the Planning Act, R.S.O. 1990, c.P.13, was adopted by Council of Dufferin County by By-law 2023-43 on the 13<sup>th</sup> day of July 2023 in accordance with the Planning Act, R.S.O. 1990, c.P.13.

AMENDMENT NO. 3

To the Dufferin County Official Plan

PART A - THE PREAMBLE - does not constitute part of this Amendment.

PART B - THE AMENDMENT - consisting of the text which constitutes Amendment No. 3

PART C - THE APPENDICES - do not constitute part of this Amendment.

## AMENDMENT NO. 3

### To the Dufferin County Official Plan

#### PART A - THE PREAMBLE

##### 1.0 PURPOSE AND EFFECT

The purpose and effect of the Official Plan Amendment is to update the policies and land use schedules of the Official Plan to conform with A Place to Grow: Growth Plan for the Greater Golden Horseshoe (2020) and implement the County's Land Needs Assessment completed as part of the Dufferin County Municipal Comprehensive Review. Specifically, Schedule B and B1 implement the expanded settlement areas of the Township of Grand Valley and the Town of Shelburne and provide Employment Land designations throughout the County; Schedule C implements refinements to the Prime Agricultural Lands throughout the County; and Schedule E and E1 implement the Natural Heritage System for Dufferin County. Amendments to the text of the Official Plan are included to ensure policies related to Prime Agricultural Lands and Natural Heritage System reflect the updated Schedules.

##### 2.0 LOCATION

The Amendment applies to the entire corporate limits of Dufferin County.

##### 3.0 BASIS OF THE AMENDMENT

The County of Dufferin Official Plan was adopted in 2015. New Official Plans are required to be reviewed and updated within ten years of adoption, however the release of an updated Growth Plan in 2017 included a requirement for upper-tier municipalities to update their Official Plans to conform by July 2, 2022. The Growth Plan includes direction to Upper-tier municipalities to implement Provincial mapping of Prime Agricultural Areas and the Natural Heritage System.

The County undertook consultation with local Municipalities within the County to inform the refinement of Prime Agricultural Lands and the Natural Heritage System. A Comprehensive Review was also undertaken to update population and

employment growth allocations for each local municipality in the County. This resulted in direction to expand the settlement areas of Grand Valley and Shelburne as identified in the amendment.

## PART B - THE AMENDMENT

### 4.0 DETAILS OF THE AMENDMENT

The document known as the Dufferin County Official Plan hereby amended:

- 1) In Section 1.1.5(c) by inserting, "Prime" before "Agricultural Areas";
- 2) In Section 1.2(4) by inserting, "Prime" before "Agricultural Areas";
- 3) In Section 1.2(8), under "Schedules" by inserting, "Prime" before "Agricultural Areas";
- 4) Section 3.5.1.2 Shelburne Urban Settlement Area Expansion is deleted.
- 5) In Section 3.6.2(a):
  - a) by deleting, "in a local municipal official plan";
  - b) by inserting, "only be required for lands that are designated Employment Area by this Plan" after "An Amendment to this Plan will"; and
  - c) by deleting, "not be required to implement an employment area conversion that is within a settlement area in a local municipal official plan".
- 6) In Section 4.0(a), by inserting, "Prime" before "Agricultural Areas";
- 7) In Section 4.1(b), by inserting, "and Rural" after "agricultural";
- 8) In Section 4.2, by inserting, "Prime" before "Agricultural Areas" in the heading;
- 9) In Section 4.2, by deleting the first sentence of the first paragraph and replacing it with, "Lands within the Prime Agricultural Area are designated on Schedule C. The designation consists of areas where prime agricultural lands predominate. This includes areas of prime agricultural lands and associated Canada Land Inventory Class 4 through



7 lands and additional areas where there is a local concentration of farms which exhibit characteristics of ongoing agriculture”;

- 10) In Section 4.2, by inserting, “Prime” before “Agricultural Areas” in the second paragraph;
- 11) In Section 4.2.1, by inserting, “Prime” before “Agricultural Areas”;
- 12) In Section 4.2.2, by inserting, “Prime” before “Agricultural Areas” in the first sentence and in point (l);
- 13) In Section 4.2.3, by inserting, “Prime” before “Agricultural Areas” in the first sentence and in points (b) and (d);
- 14) In Section 4.2.3.1, by inserting “Prime” before “Agricultural Areas” in the heading, in the second sentence, in the third sentence and in point (vi);
- 15) In Section 4.2.5, by inserting “Prime” before “Agricultural Areas” in the heading, in the second paragraph, in point (a) and point (e);
- 16) In Section 4.4.4(b), by inserting “Prime” before “Agricultural Areas”
- 17) In Section 5.0, by deleting the second sentence and replacing it with, “The Plan implements a County-wide *Natural Heritage System* to support the overall diversity and interconnectivity of the natural heritage features and areas”;
- 18) In Section 5.1(b), by deleting “and foster the creation of an enhanced and connected natural heritage system”;
- 19) In Section 5.1(c), by deleting, “undertake the preparation of” and replacing it with, “implement”, and by deleting “strategy”;
- 20) In Section 5.1, by deleting, “Strategy Framework” from the heading, and by deleting the first three paragraphs and replacing them with the following and renumbering subsequent points as necessary:

“A Natural Heritage System for the Growth Plan has been mapped by the Province to support a comprehensive, integrated, and long-term approach to planning for the protection of the region’s natural heritage

and biodiversity.

The Dufferin County Natural Heritage System is implemented through the following:

- a) **Schedule E** identifies specific Natural Heritage Features, such as Provincially Significant Wetlands, Areas of Natural and Scientific Interest, woodlands, and unevaluated wetlands which should form the basis for the identification of the *natural heritage system*. The identification of natural heritage features and areas, and related policies are provided in Section 5.3.
  - b) **Schedule E1** illustrates the County-wide *Natural Heritage System*, which includes the *Provincial Plan natural heritage systems*, as well as the natural heritage features and areas that are identified on Schedule E, in addition to watercourses, and associated flooding hazards, steep slopes, unstable soils and erosion hazards, which establish linkages between the natural heritage features and areas. The *Provincial Plan natural heritage systems* include the Escarpment Natural Area and Escarpment Protection Area of the Niagara Escarpment Plan, the Natural Heritage System of the Greenbelt Plan, and the Natural Core Area and Natural Linkage Area of the Oak Ridges Moraine Conservation Plan."
- 21) In Section 5.3 (b), under the heading "Determining Significance", by deleting "does not contain criteria" and replacing it with "includes criteria in Section 5.3.4.1", and by deleting, "The County will establish the criteria for determining significance at the time a natural heritage system strategy is undertaken. In the interim, at the time of application where woodlands have been identified, the determination of significance will be based on criteria provided in the Natural Heritage Reference manual and local municipal official plans";
  - 22) In Section 5.3 (c), under the heading "Determining Significance", by deleting "does not contain" and replacing it with, "includes", and by deleting, "The County will establish the criteria for determining significance at the time a natural heritage system strategy is undertaken. In the interim, at the time of application where valleyland areas or wildlife habitat areas have been identified, the determination of

significance will be based on criteria provided in the Natural Heritage Reference manual and local municipal official plans”;

- 23) By inserting a new Section 5.3.4.1, as follows:

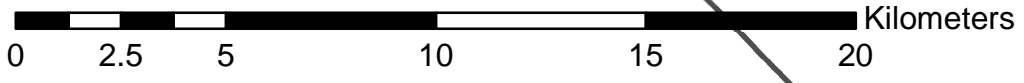
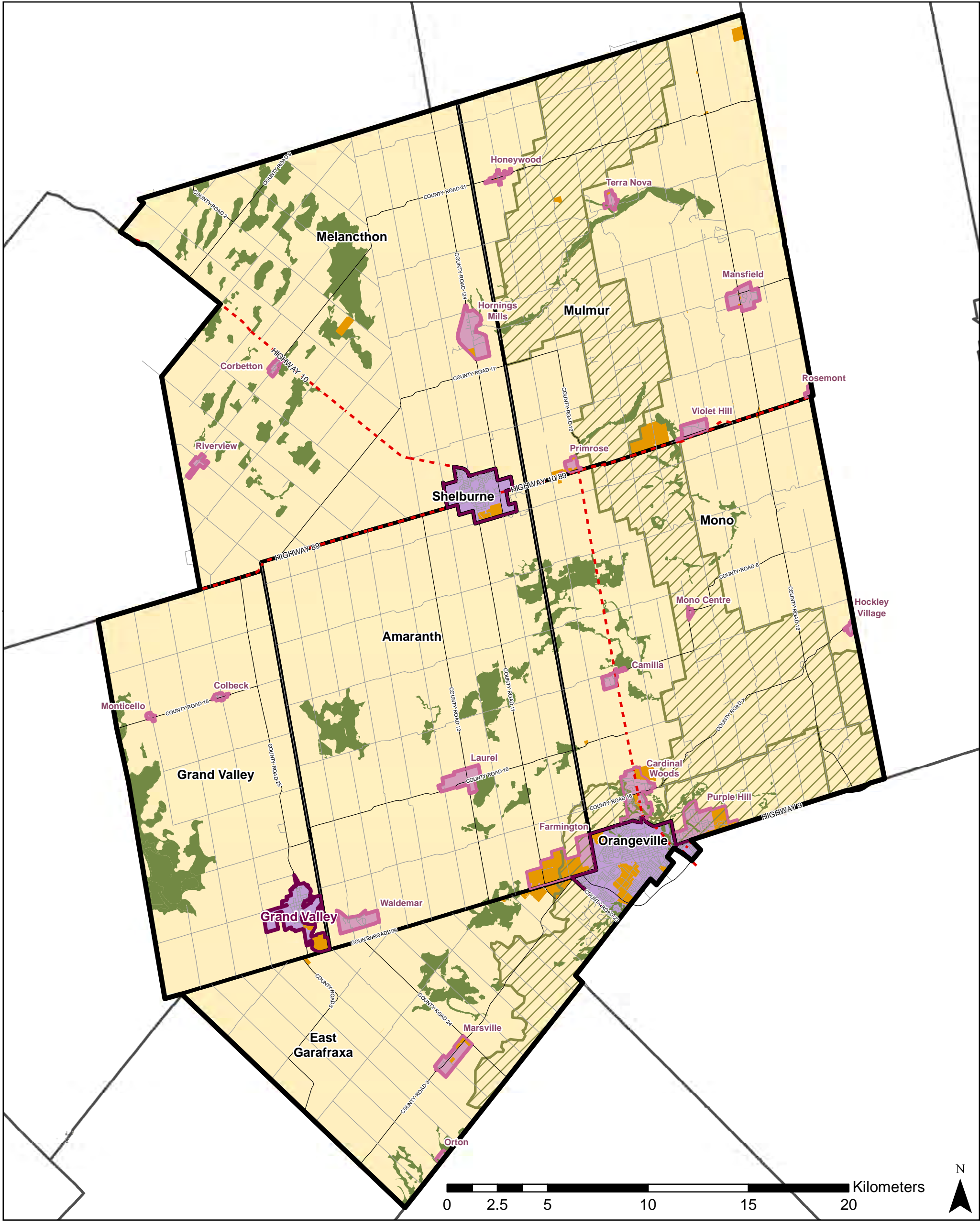
#### 5.3.4.1 Criteria for Identifying Significant Woodlands











The following criteria shall be followed when evaluating wetlands to determine if they are to be considered “significant” for the purposes of implementing the policies of this Plan. A Woodland shall generally be considered significant if an evaluation undertaken by a qualified professional determines that:

- a) The Woodland accounts for between 5-60% of the land cover and is between 2 to 50 hectares in area;
- b) The ecological function of the Woodland includes:
  - i. any interior habitat where woodlands cover less than about 15% of the land cover
  - ii. 2 ha or more of interior habitat where woodlands cover about 15–30% of the land cover
  - iii. 8 ha or more of interior habitat where woodlands cover about 30–60% of the land cover
  - iv. 20 ha or more of interior habitat where woodlands cover more than about 60% of the land cover
- c) a portion of the woodland is located within 30 m of another significant natural feature or fish habitat;
- d) the Woodland is located within a natural heritage system or provides a connecting link between two other significant features, within 120 m of the Woodland;
- e) the Woodland is located within a sensitive or threatened watershed or within 50m (or top of valley bank if greater) of a sensitive groundwater discharge, sensitive recharge, sensitive headwater area, watercourse or fish habitat;
- f) the Woodland contains:
  - i. a naturally occurring composition of native forest species that have declined significantly south and east of the Canadian Shield and meet minimum area
  - ii. a high native diversity through a combination of composition and terrain (e.g., a woodland extending from hilltop to valley bottom or to opposite slopes)
  - iii. a unique species composition

- iv. a vegetation community with a provincial ranking of S1, S2 or S3 (as ranked by the NHIC
- v. habitat of a rare, uncommon or restricted woodland plant species
- vi. characteristics of older woodlands or woodlands with larger tree size structure in native species;
- g) the Woodland offers high productivity in terms of economically valuable products together with continuous native natural attributes;
- h) the Woodland has a high value in special services, such as air-quality improvement or recreation at a sustainable level that is compatible with long-term retention
- i) the Woodland has important identified appreciation, education, cultural or historical value

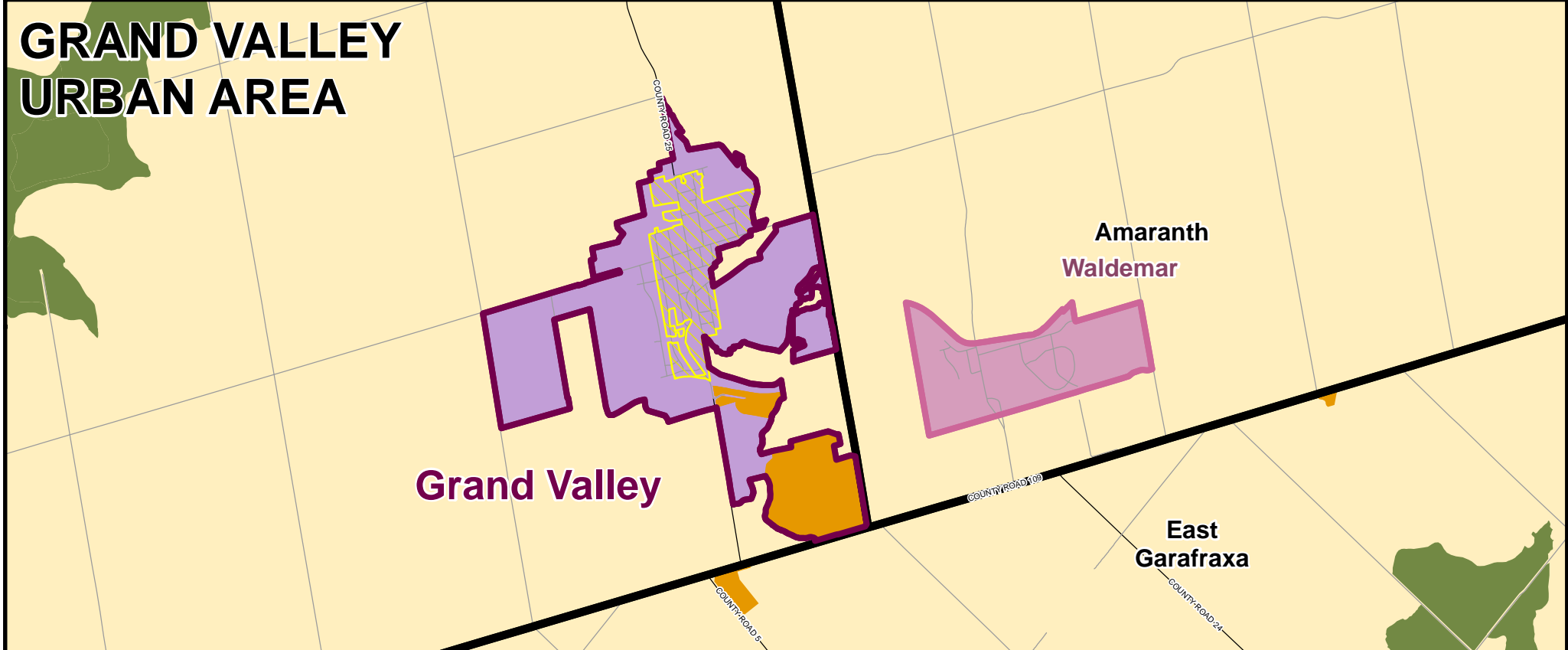
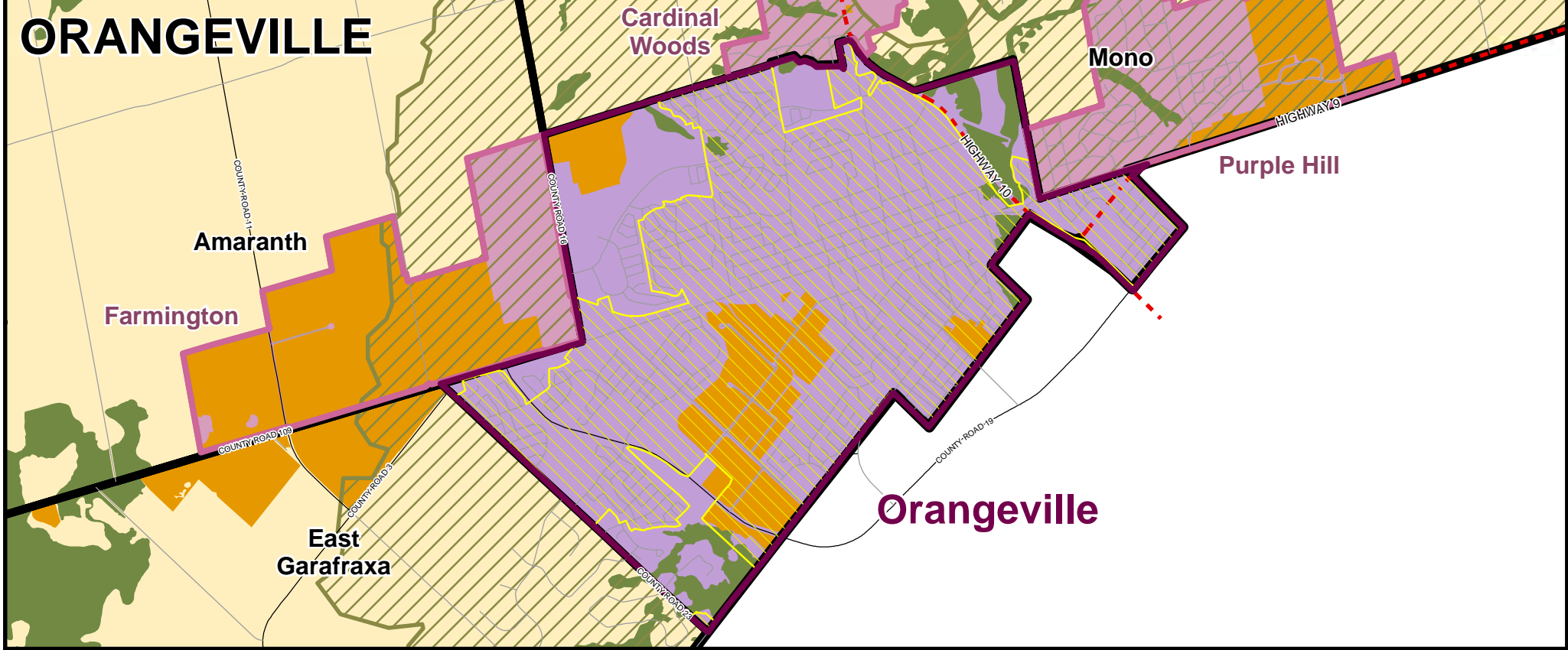
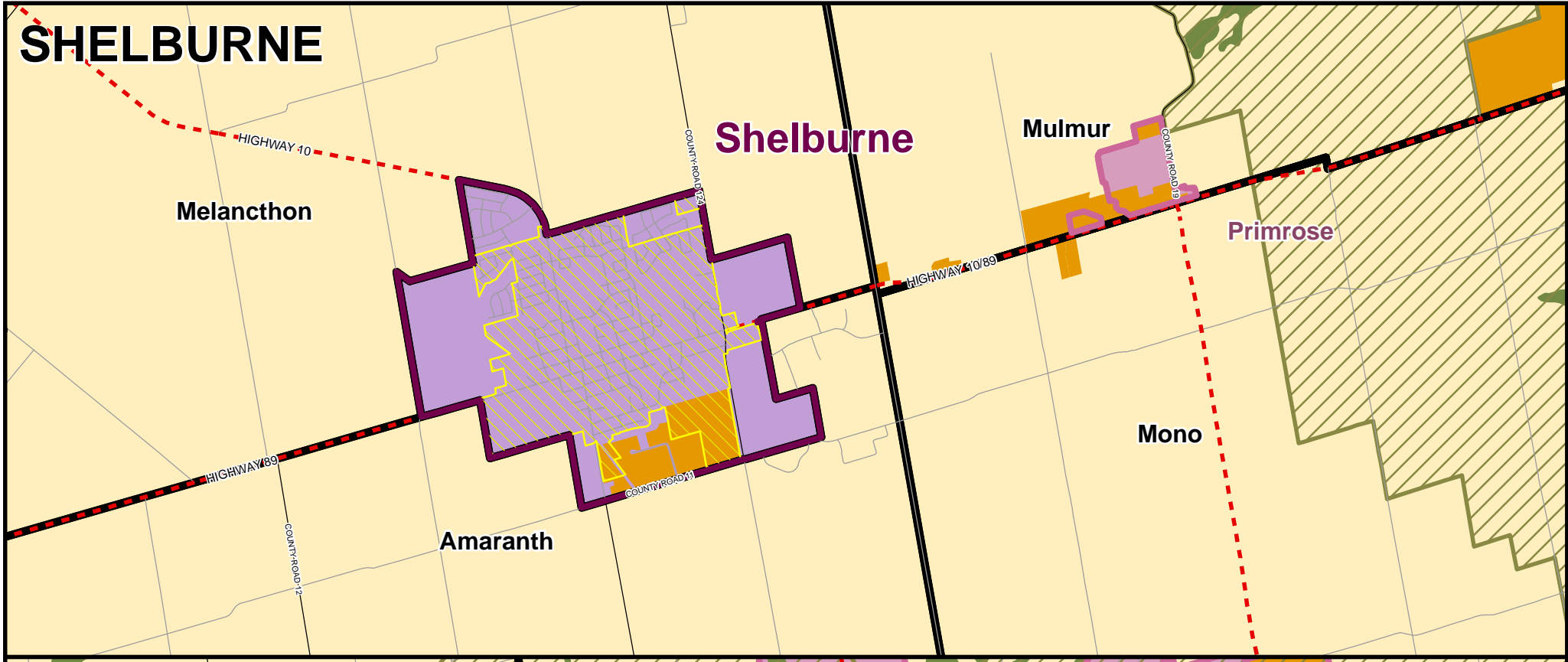
- 24) In Section 8.6.1(vi) by inserting, "Prime" before "Agricultural Area";
- 25) In Section 8.8.1(k) by inserting, "Prime" before "Agricultural Area";
- 26) By replacing Schedule "B", with Schedule "B", dated March 14, 2023;
- 27) By replacing Schedule "B1" with Schedule "B1" dated March 14, 2023;
- 28) By replacing Schedule "C" with Schedule "C" dated March 14, 2023;
- 29) By replacing Schedule "E" with Schedule "E" dated March 14, 2023;
- 30) By replacing Schedule "E1" with Schedule "E1" dated March 14, 2023;



-  Dufferin County Boundary
-  Urban Settlement Area
-  Community Settlement Area
-  Provincial Highway
-  County Road
-  Other Road
-  Employment Land Use
-  Provincial Plan Areas (S. 2.0)
-  Provincially Significant Wetlands (S. 5.3.1)
-  Countryside Area (S. 4.0)

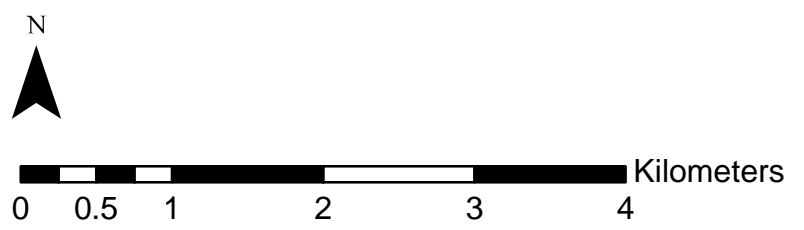
**Draft Schedule B  
Community Structure  
and Land Use**

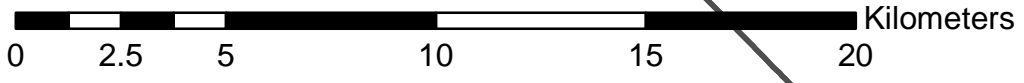
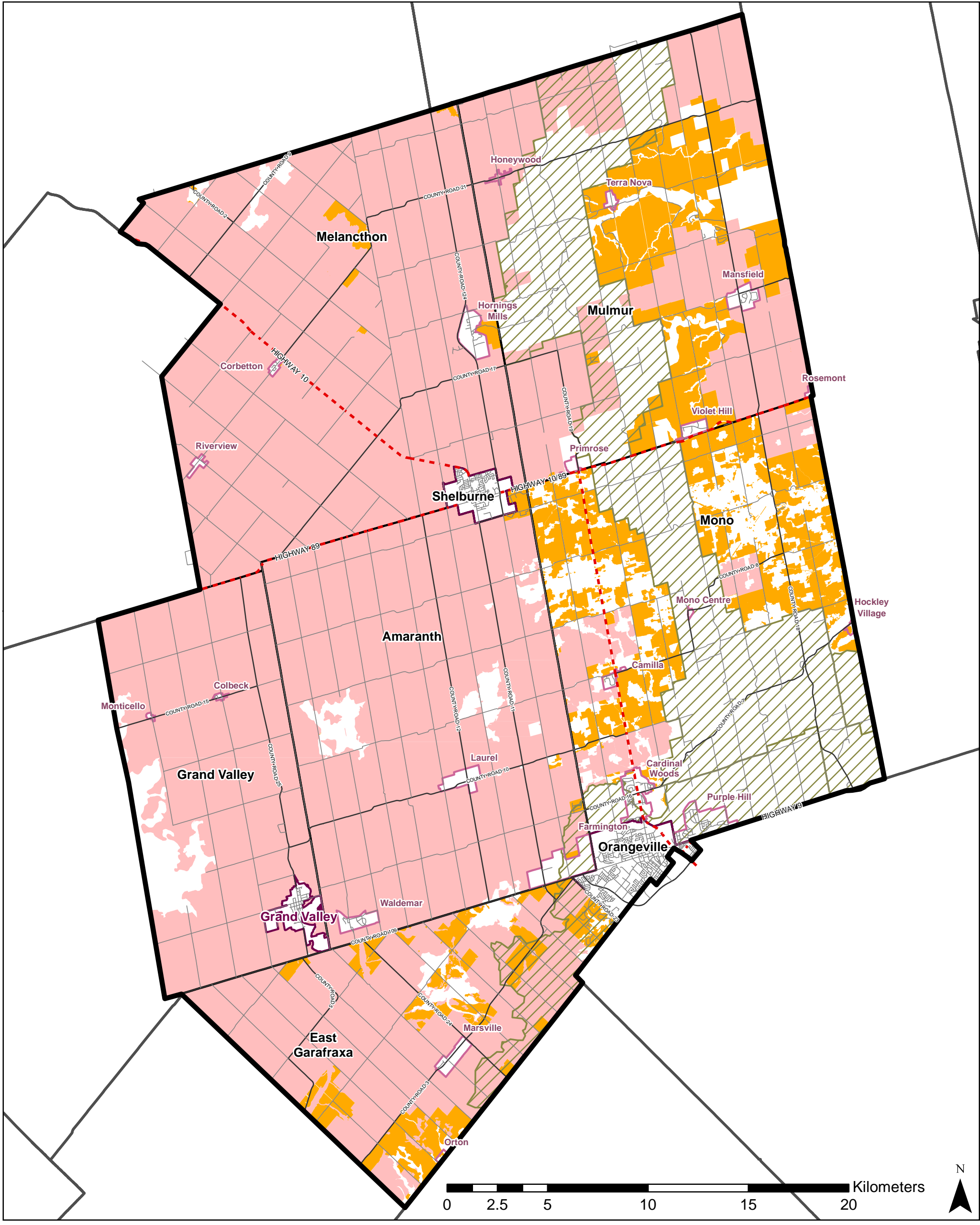




- Municipal Boundaries
- Urban Settlement Area
- Community Settlement Area
- Provincial Highway
- County Road
- Other Road
- Employment Land Use
- Built Boundary Area (S. 3.5.1)
- Provincial Plan Areas (S. 2.0)
- Provincially Significant Wetlands (S. 5.3.1)
- Countryside Area (S. 4.0)

**Draft Schedule B1  
Community Structure  
and Land Use**

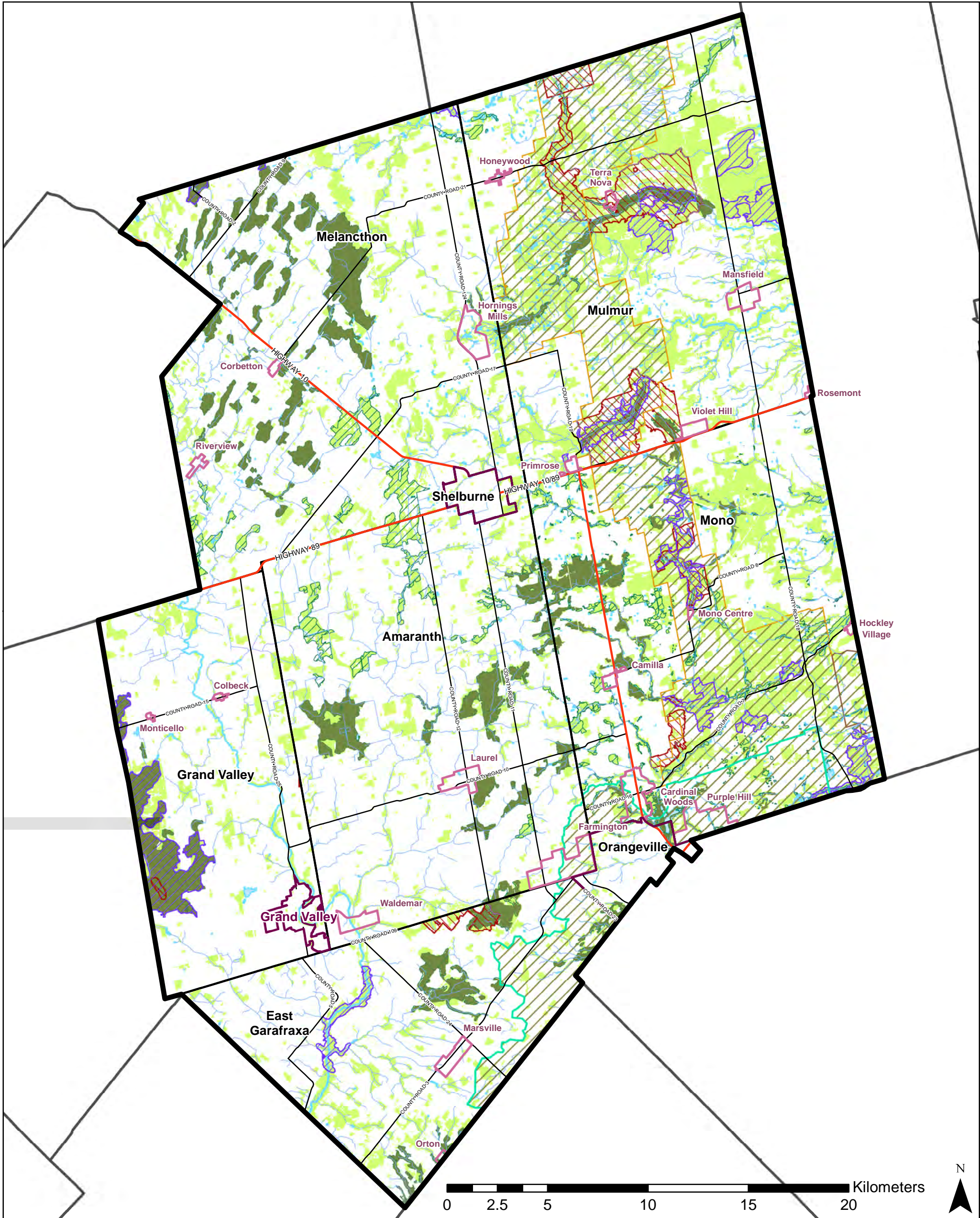




- Dufferin County Boundary
- Urban Settlement Area
- Community Settlement Area
- Provincial Highway
- County Road
- Other Road
- Provincial Plan Areas (S. 2.0)
- Rural Area
- Prime Agricultural Area (S. 4.2)

**Draft Schedule C  
Prime Agricultural Areas  
and Rural Lands**



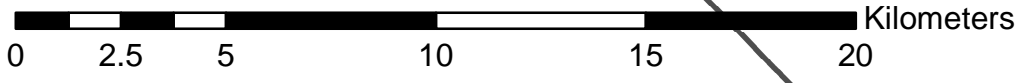
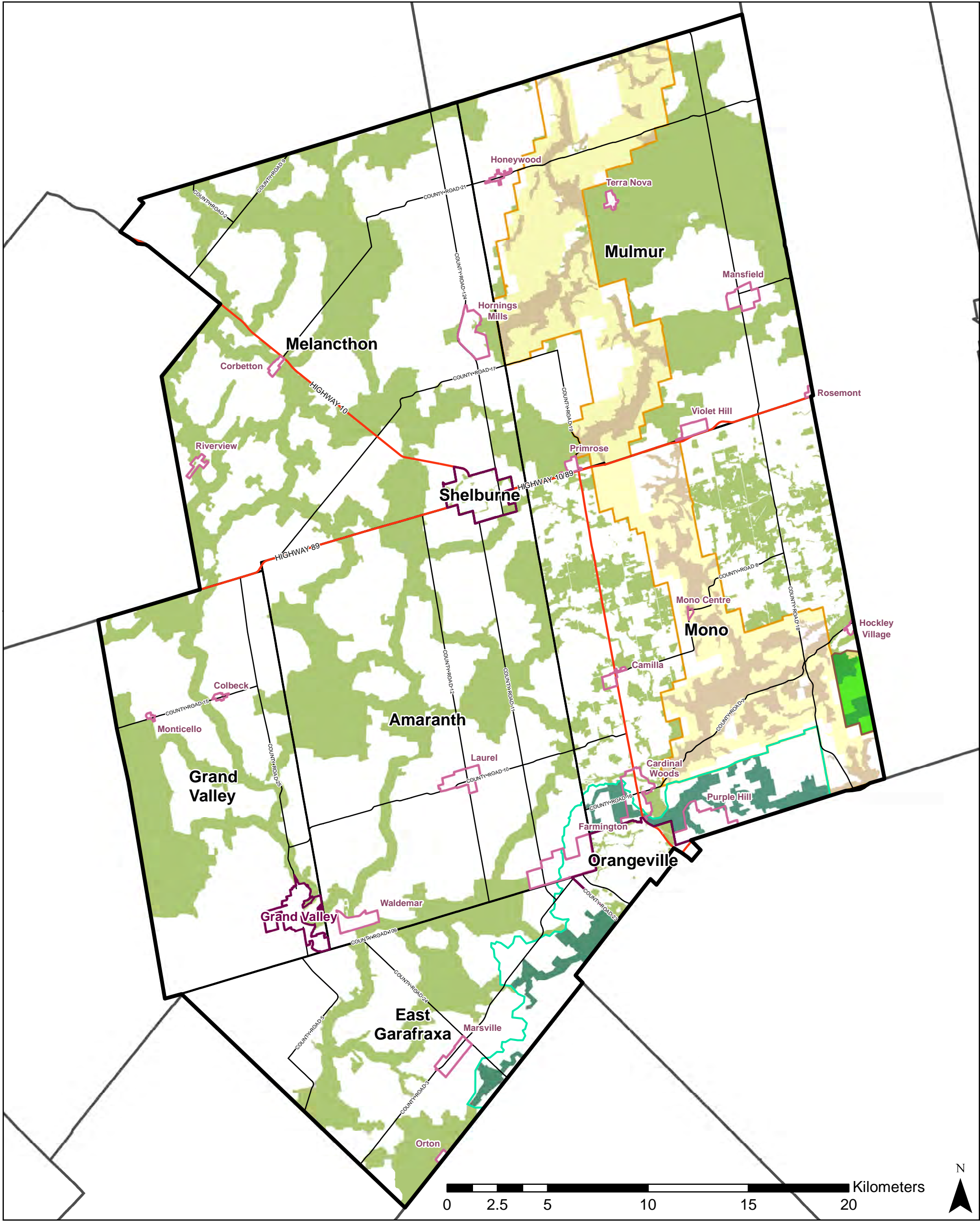


- |                           |  |  |
|---------------------------|--|--|
| Municipal Boundaries      | Provincial Plan Areas (S. 2.0)                       | Provincially Significant Wetlands (S. 5.3.1) |
| Urban Settlement Area     | Greenbelt Plan Protected Countryside Area (S. 2.1)   | Unevaluated Wetlands (S. 5.3.6)              |
| Community Settlement Area | Oak Ridges Moraine Conservation Plan Area (S. 4.2.2) | Waterbody                                    |
| Provincial Highway        | Niagara Escarpment Plan Area (S. 2.3)                | Watercourses (S. 5.3.8)                      |
| County Road               | Earth Science ANSI (S. 5.3.3)                        | Woodlands (S. 5.3.4)                         |
|                           | Life Science ANSI (S. 5.3.3)                         |  |

## Draft Schedule E Natural Heritage Features







- |                           |  |
|---------------------------|--|
| Municipal Boundaries      | County Preliminary Natural Heritage System (S. 5.2)  |
| Urban Settlement Area     | Oak Ridges Moraine Conservation Plan Area (S. 2.2)   |
| Community Settlement Area | Countryside Area                                     |
| Provincial Highway        | Natural Core Area                                    |
| County Road               | Natural Linkage Area                                 |
|                           | Niagara Escarpment Plan Area (S. 2.3)                |
|                           | Escarpment Natural Area                              |
|                           | Escarpment Protection Area                           |
|                           | Greenbelt Plan Protected Countryside Area (S. 4.2.1) |
|                           | Greenbelt Natural Heritage System                    |

**Draft Schedule E1  
Natural Heritage  
System**



# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2023-xx

### **A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AT ITS MEETING HELD ON JULY 13, 2023.**

WHEREAS Section 5 (1) of the *Municipal Act, 2001*, as amended, provides that the powers of a municipality shall be exercised by its Council;

AND WHEREAS Section 5 (3) of the *Municipal Act, 2001*, as amended, provides that municipal powers shall be exercised by by-law;

NOW THEREFORE BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN ENACTS AS FOLLOWS:

1. All actions of the Council of the Corporation of the County of Dufferin at its meetings held on July 13, 2023 in respect to every report, motion, by-law, or other action passed and taken by the Council, including the exercise of natural person powers, are hereby adopted, ratified and confirmed as if each report, motion, resolution or other action was adopted, ratified and confirmed by its separate by-law.
2. The Warden of the Council and the proper officers of the Corporation of the County of Dufferin are hereby authorized and directed to do all things necessary to give effect to the said action, to obtain approvals where required and except where otherwise provided, to execute all documents necessary in that behalf.

READ a first, second and third time and finally passed this 13<sup>th</sup> day of July, 2023.

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Wade Mills, Warden



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Michelle Dunne, Clerk