

J(4)

9/19/2018

THE CORPORATION OF THE TOWNSHIP OF JOHNSON

BY-LAW # 2018 - 904

Being a by-law to adopt a Council-Staff Relations Policy for the Township of Johnson.

The Council of the Corporation of the Township of Johnson ENACTS as follows:

1. THAT the Council hereby adopts a Council-Staff Relations Policy for the Township of Johnson in the form attached hereto as Schedule "A"
2. SCHEDULE "A"
Schedule "A" forms part of this by-law.
3. THAT this by-law shall come into force on the date of its final passing.

Read a first, second and third and final time and passed this 19th day of September, 2018.

Ted Hicks, Mayor

Seal

Paula Spurway, Acting Clerk



Council-Staff Relations Policy

Municipality of Johnson

Important Disclaimer: this protocol complies with the relevant provisions of the *Municipal Act, 2001*, SO 2001, c 25 (the “Act”). If you have any questions or concerns about this policy or how to implement it, please contact Wishart Law Firm LLP. Wishart Law Firm LLP is not responsible for the results of any edit to this policy other than as expressly authorized or directed by Wishart Law Firm LLP.

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1. Introduction

As of March 1, 2019, amendments to section 270 of the *Municipal Act, 2001* will require the Municipality to adopt and maintain a policy with respect to the relationship between Members of Council and the Officers and Staff of the Municipality.

The Municipality has proactively adopted this Council-Staff Relations Policy to ensure that the Municipality will be in full compliance with the above-noted amendments upon their coming into force.

2. Scope and Intent

This Policy shall apply to all Municipal Staff, Officers and Members of Council.

The intent of this Policy is to ensure that the relationship between Members of Council and the Officers and Staff of the Municipality is co-operative and supportive with a clear understanding of the respective roles and responsibilities.

3. Definitions

“Member(s) of Council” means a member or members of the municipal council of the Township of Johnson.

“Municipality” means the Municipality of Johnson.

“Officer(s)” means a person who holds a position of responsibility with definite rights and duties prescribed by statute or by-law.

“Staff” means any of the following:

- i. A person, not including Members of Council, who performs work for the municipality for wages;
- ii. A person who supplies services to the Municipality for wages;
- iii. Such other persons as may be prescribed who perform work or supply services to the municipality for no monetary compensation.

4. Clarifying Roles

Role of Council:

- **Policy Focus:**
 - Represent the Municipality, provide direction and create policy.

Role of Senior Management:

- **Direction Focus:**
 - Liaison between Council and Staff, direct implementation of Council's policies, hire and develop a team of competent Staff.

Role of Staff and other Officers:

- **Implementation Focus:**
 - Research policy and programs, give best professional advice, implement decisions of Council, fulfill statutory duties, follow direction of Clerk/Chief Administrative Officer generally see to the operation of the municipal organization.

5. Guiding Principles

1. Members of Council are Public Figures, not Staff and Officers.

Once a matter is proposed or decided, Staff should only comment on matters of fact or history in discussing issues with the public and the media. Dealing with the media is generally part of an elected representative's job.

2. All Members of Council are Equal

Regardless of how they interrelate with Members, Staff and Officers must avoid favouritism and the appearance of favouritism. Differences in experience and abilities amongst Members of Council are irrelevant – they all must be treated equally.

3. Respect the Chain of Command

Members of Council must understand they have no individual capacity to direct Staff to perform, or not perform functions or duties. The Clerk/CAO is responsible for Staff and Officers - Members of Council who need to engage with Staff and Officers must do so through the Clerk/CAO. This would include both in person, verbal, written and electronic messages.

4. Make Good Use of Staff's Time

Members of Council should use the resources of Staff and Officers judiciously. Reports cost taxpayer money and take Staff and Officer time away from other issues or problems that

may need attention. Members should be discouraged from asking for reports as a means of getting past an unhappy public delegation. The public respects political courage and decisiveness.

5. Council Time is Valuable

Members should not allow presentations by Staff or Officers to consume all of the time they have to debate various issues. Such presentations should, to the extent possible, be concise. Members of Council should understand they can take any one or more of the following actions where appropriate:

- Recommend that more items be relegated to the 'consent' agenda;
- Pass on an audio-visual presentation;
- Urge Staff or Officers to be more concise;
- Require multiple public delegations with essentially the same point to select a spokesperson, or to impose a limited speaking time, or to provide information in advance or in written form; and/or
- Enact 'curfew' procedures for Council deliberations.

6. Represent the Whole Community

Members, together with the Municipality's Staff and Officers, work for the public good. Decision making by Members should be based on complete information and unbiased recommendations from Staff and Officers. Members should, in addition to such information and recommendations, rely on their own judgment and show leadership in their decision making.

7. Control Anger

Members of Council should avoid the temptation to play up divisions or conflicts. Staff and Officers shall not be targets of derisive/vexatious comments/behaviour/conduct. The public expects Members to do the job that they have been elected to do. The public expects Staff and Officers to do the job that they have been hired to do. Comments on Staff and Officer performance shall be directed through the appropriate confidential performance reviews.

8. Politics or Management – Not Both

Council provides direction, Staff and Officers give professional advice and implement Council's directives. Members of Council are not elected to be technical experts nor to act in their professional capacities. Likewise, Staff and Officers are not politicians. Advice comes from Staff, policy and service delivery decisions are made by Council.

9. A Formal Relationship

Staff and Officers shall treat Council as a collective decision-making body. Staff and Officers shall not communicate directly with individual Members on municipal business, rather they must communicate on such matters through the Clerk/CAO. Information from the Clerk/CAO shall be communicated to all Members. Staff and Officers shall stay out of political lobbying.

10. Professionalism

Members of Council, Staff and Officers must treat each other with professionalism. When Council requests that Staff and Officers appear before Council, they must comply and be prepared for any questions Council has. Advance notice of questions to Staff provides an opportunity for Staff to provide quality reports and advice.

11. Respect

Members, Staff and Officers shall work hard at fostering a climate of mutual respect. Each must be respectful of others' intelligence and professional duties. Members, Staff and Officers must understand that they all face different, often unique, challenges and recognize their overarching goal is to serve the best interests of the Municipality.

6. Complaints

The Municipal Clerk shall be responsible for receiving complaints and/or concerns related to this Policy. Upon receipt of a complaint and/or concern, the Clerk shall notify:

- a. In the case of Staff and Officers other than the Clerk/CAO, the Clerk/CAO;
- b. In the case of the Clerk/CAO, Council; or
- c. In the case of a Member, the Integrity Commissioner.

Handling of complaints shall be done in the manner set out in the applicable Code of Conduct or policy.

Where there is a discrepancy between this Policy and the applicable Code of Conduct of Conduct, the applicable Code of Conduct prevails.

J(5)

9/19/2018

THE CORPORATION OF THE TOWNSHIP OF JOHNSON

BY-LAW # 2018 - 905

Being a by-law to adopt an Integrity Commissioner Inquiry Policy for the Township of Johnson.

The Council of the Corporation of the Township of Johnson ENACTS as follows:

1. THAT the Council hereby adopts an Integrity Commissioner Inquiry Policy for the Township of Johnson in the form attached hereto as Schedule "A"
2. SCHEDULE "A"
Schedule "A" forms part of this by-law.
3. THAT this by-law shall come into force on the date of its final passing.

Read a first, second and third and final time and passed this 19th day of September, 2018.

Ted Hicks, Mayor

Seal

Paula Spurway, Acting Clerk

J(5)

9/19/2018



Integrity Commissioner Inquiry Protocol

Municipality of Johnson

Important Disclaimer: this protocol complies with the relevant provisions of the *Municipal Act, 2001*, SO 2001, c 25 (the “Act”). Wishart Law Firm LLP recommends that legal advice be sought by the Integrity Commissioner or anyone acting under his or her authority in responding to an application or conducting an inquiry pursuant to this protocol. If you have any questions or concerns about this protocol or how to implement it, please contact Wishart Law Firm LLP. Wishart Law Firm LLP is not responsible for the results of any edit to this protocol other than as expressly authorized or directed by Wishart Law Firm LLP.

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1. Introduction

The Municipality has, pursuant to section 223.2 of the *Municipal Act, 2001*, established a Code of Conduct for members of council of the Municipality and members of its Local Boards.

The Municipality has appointed an Integrity Commissioner whose duties include conducting inquiries in respect of alleged contraventions of the Code of Conduct.

The purpose of this protocol is to set out a framework for the Integrity Commissioner's inquiries into allegations of contraventions of the Code of Conduct.

2. Definitions

"Code of Conduct" means a code of conduct established pursuant to section 232.2 of the *Municipal Act, 2001*.

"Elector" means a person entitled to vote at a municipal election in the Municipality.

"Integrity Commissioner" means the Integrity Commissioner appointed by Municipal Council and any individual acting under powers delegated to him or her in writing by the Integrity Commissioner.

"Local Board" means a Local Board other than:

- a. A society as defined in subsection 2(1) of the *Child, Youth and Family Services Act, 2017*;
- b. A board of health as defined in subsection 1(1) of the *Health Protection and Promotion Act*;
- c. A Committee of management established under the *Long-Term Care Homes Act, 2007*;
- d. A police service board established under the *Police Services Act, 2018*;
- e. A board as defined in section 1 of the *Public Libraries Act*; and,
- f. A corporation established in accordance with section 203 of the *Municipal Act, 2001*;

"Member" means a member of the municipal council and any person on his or her staff and/or a member of a Local Board or a Committee of the Municipality and any person on his or her staff.

"Requestor" means the person who has submitted a request to the Integrity Commissioner for an inquiry concerning an alleged contravention of the applicable Code of Conduct.

“**Respondent**” means the person who is alleged to have violated the Code of Conduct and whom an Integrity Commissioner inquiry application has been submitted.

3. Integrity Commissioner

3.1. Functions

The Integrity Commissioner reports to council and is responsible for performing in an independent manner, the functions assigned by the Municipality with respect to any of the following:

1. The application of the Code of Conduct for Members.
2. The application of any procedures, rules and policies of the Municipality and Local Boards governing the ethical behaviour of Members.

3.2. Powers and duties

In carrying out the responsibilities described in section 3.1 above, the Integrity Commissioner may exercise such powers and shall perform such duties as may be assigned to him or her by the Municipality.

3.3. Delegation

After satisfying himself or herself that a person is fully capable of carrying out the Integrity Commissioner’s powers or duties, the Integrity Commission may, in writing, delegate to any person, other than a member of council, any such duties or powers. For greater certainty, if the Integrity Commissioner delegates any duties or powers, the Integrity Commissioner may continue to exercise the delegated powers and duties despite the delegation.

3.4. Outside assistance

In performing any of his or her duties, the Integrity Commissioner may engage outside assistance or consult with the Municipality’s legal counsel. When the Municipality’s legal counsel is assisting the Integrity Commissioner their role is solely to assist the Integrity Commissioner and not any particular individual.

4. Inquiry by Integrity Commissioner re Code of Conduct

4.1. Request for inquiry

A request for inquiry may be made in writing to the Integrity Commission by a Member, staff or member of the public about whether a Member has contravened the Code of Conduct.

4.2. Request contents

A request for inquiry under section 5.1 above may be in the form set out in Schedule “A” or, otherwise, shall include sufficient information to set out a prima facie contravention of the applicable Code of Conduct, including, but not necessarily limited to, all of the following:

- The Requestor’s name and contact information.
- What happened – a description of the events or situation.
- When it happened – dates and times of the events or incidents.
- Where it happened – the location(s) where the events or incidents occurred.
- Who saw it happen – the names of any witnesses, if any.

4.3. Jurisdiction re workplace violence, harassment, and sexual harassment

Requests made under this section must specifically refer to alleged contraventions of the Code of Conduct by a Member. Allegations of workplace violence, harassment, and sexual harassment by a Member must be reported in the manner set out in the Township of Johnson Workplace Anti-Violence, Harassment and Sexual Harassment Policy and must be reported as provided thereunder and that policy shall exclusively apply in respect of any such report.

4.4. Request review

The Integrity Commissioner will conduct an initial review of the request to ensure that it is a proper allegation of a breach of the Code of Conduct. If, after the initial review, the Integrity Commissioner determines that the request is not properly an allegation of a breach of the Code of Conduct, there are insufficient grounds to believe that there has been a contravention of the Code of Conduct, or the Integrity Commissioner, determines that an inquiry is not appropriate for any other reason in the Integrity Commissioner’s reasonable discretion, the Integrity Commissioner will dismiss the request. When determining if an inquiry is appropriate, the Integrity Commissioner may, among other things, take into account the date of the alleged breach. Further, the Integrity Commissioner shall, in his or her discretion, dismiss the request

if, upon initial review the Integrity Commissioner determines that the Requestor has not supplied the information as mentioned by section 5.2, the Integrity Commissioner will advise the Requestor that he or she must supply additional information and shall take no further action until the information is provided.

4.5. Powers on inquiry

The Integrity Commissioner may elect to exercise the powers under sections 33 and 34 of the *Public Inquiries Act, 2009*, in which case, notwithstanding anything to the contrary herein, those sections apply to the inquiry.

4.6. Information

The Municipality, its Local Boards and Committees shall give the Integrity Commissioner such information as the Integrity Commissioner believes to be necessary for an inquiry including free access to all books, accounts, financial records, electronic data processing records, reports, files and other papers, things or property belonging to or used by the Municipality, Committee or a Local Board. For greater certainty, providing the Integrity Commissioner with information concerning legal advice shall be deemed not to constitute a waiver of solicitor-client privilege.

4.7. Penalties the Municipality may impose

Council may impose any of the following penalties on a Member if the Integrity Commissioner reports to the Municipality that the Member has contravened the Code of Conduct:

1. A reprimand.
2. Suspension of the remuneration paid to the Member for a period of up to 90 days.
3. Other penalties, including but not necessarily limited to:
 - a. Removal from membership of a Committee or Local Board;
 - b. Removal as Chair of a Committee or Local Board;
 - c. Require repayment or reimbursement of moneys received;
 - d. Return of property or reimbursement of its value;
 - e. Request for resignation;
 - f. Trespass order restricting access except for Council meetings; and

- g. A request for an apology to Council, the Requestor or other relevant party; and
- h. Revocation of travel or other budget;

4.8. Penalties the Local Board may impose

A Local Board may impose any of the penalties described in section 5.7 above on a member of the Local Board if the Integrity Commissioner reports to the Local Board that, in his or her opinion, the member of the Local Board has contravened the Code of Conduct applicable to the Member of the Local Board, and if the Municipality has not imposed a penalty on the member of the Local Board under section 5.7 above in respect of the contravention.

5. Conduct of inquiry

The Integrity Commissioner may conduct such inquiry as he or she considers necessary in response to a compliant request or application under section 5 or 6 above and such inquiry may include all or some of the following:

- Informing the Respondent of the application;
- Interviewing the Applicant, the Respondent, any person involved in the incident, and any identified witnesses;
- Interviewing any other person who may have knowledge of the incidents related to the application or any other similar incidents; and
- Reviewing any information the Integrity Commissioner believes necessary and document such review.

6. Reference to appropriate authorities

6.1. Referral of matter by Integrity Commissioner

If the Integrity Commissioner, when conducting an inquiry, determines that there are reasonable grounds to believe that there has been a contravention of the Criminal Code of Canada or any other Act, the Integrity Commissioner shall immediately refer the matter to the appropriate authorities and suspend the inquiry until any resulting investigation, including but not limited to police investigations and/or charge have been finally disposed of, and shall report the suspension to council. Contravention of any other Act includes but is not limited to, contravention of the *Occupational Health and Safety Act*.

6.2. No derogation of rights

The provisions of this protocol in no way affect the right of anyone to:

- (a) contact the police, other law enforcement agency, or any other appropriate authority on their own initiative;
- (b) exercise their right(s) under any legislation; or
- (c) take any other available legal action.

7. Confidentiality

7.1. Integrity Commissioner's duty of confidentiality

The Integrity Commissioner and every person acting under his or her jurisdiction shall preserve confidentiality with respect to all matters that come to his or her knowledge in the course of performing his or her duties. This section prevails over the *Municipal Freedom of Information and Protection of Privacy Act*.

7.2. Confidentiality of those involved in inquiry

Out of respect for the relevant individuals, it is essential that the Applicant, Respondent, witnesses and anyone else involved in an inquiry conducted by the Integrity Commissioner hereunder maintain confidentiality throughout the inquiry and afterwards.

7.3. Disclosure required by law

Notwithstanding section 9.1 or 9.2 above, information may be disclosed in a criminal proceeding, or as required by law.

7.4. Retention of records

The Integrity Commissioner and person providing outside assistance to the Integrity Commissioner pursuant to section 3.4 above shall retain all records related to any application and any inquiry indefinitely.

8. Reports

8.1. Periodic report to council

If the Integrity Commissioner provides a periodic report to the Municipality on his or her activities, the Integrity Commissioner may summarize advice he or she has given, but shall not disclose confidential information that could identify a person concerned.

8.2. Report about conduct

After completing an inquiry, the Integrity Commissioner shall provide a written report to the Municipality or the Local Board (the "Report").

The Integrity Commissioner may disclose in the Report, such matters as in the Commissioner's opinion are necessary for the purposes of the Report. Where the Integrity Commissioner finds that there has been a contravention of the Code of Conduct, the Report may, at the Integrity Commissioner's discretion, contain the following:

1. An outline of the Integrity Commissioner's finding; and,
2. The terms of any recommended corrective action;

Where the Integrity Commissioner finds that there has been a contravention of the Code of Conduct, the Report must contain sufficient information for the Municipality or Local Board to determine whether or not to impose corrective action under section 5.7

8.3. Report to Council or Local Board

Upon receipt of the Report, the Clerk shall indicate, on the regular agenda of Council or the Local Board, notice of intent from the Integrity Commissioner to submit a Report for consideration at the following regular meeting.

The Respondent shall have the right of reply when the Report is considered by the Municipality or the Local Board.

Upon review of the Report, Council shall pass a resolution stating whether or not it intends to take action in response to the Report, and if so what action Council will take.

8.4. Publication of reports

The Municipality and each Local Board shall ensure that reports received from the Integrity Commissioner by the Municipality or by the Local Board, as the case may be, are made available to the public upon request.

9. Bad Faith Applications or Requests

If a person or entity makes a request or application for an inquiry hereunder and the Integrity Commissioner determines such request or application is made in bad faith, notwithstanding anything to the contrary in protocol, the Integrity Commissioner may disclose all relevant information concerning the request or application to the Municipality such that the Municipality may pursue any recourse available against the individual or entity. Examples of bad faith include, but are not limited to, making a report knowing the allegations therein are untrue or making a report for an improper purpose.

10. Protocol review

The Municipality will review this Policy as often as it deems reasonably necessary and will post the most current version of this protocol on its website.

SCHEDULE "A"

INTEGRITY COMMISSIONER REQUEST FOR INQUIRY CODE OF CONDUCT

| | |
|---|--|
| This form will be used to request the Integrity Commissioner conduct an inquiry of an alleged Code of Conduct contravention | Submit completed complaint in a sealed envelope to: Integrity Commissioner Request for Inquiry Re Code of Conduct [Integrity Commission Contact Information] |
|---|--|

REQUESTOR'S INFORMATION

| | |
|-----------------|-----------------|
| Last Name: | First Name: |
| Street Address: | Municipality: |
| Postal Code: | Phone #: |
| E-mail Address: | Name of Member: |

DETAILS OF ALLEGED CODE OF CONDUCT CONTRAVENTION

| | |
|---|---|
| Date(s) of alleged Code of Conduct contravention: | |
| Provision(s) of Code of Conduct allegedly contravened: | |
| Facts constituting the alleged Code of Conduct contravention (please use separate page(s) if required) | |
| Name(s) and contact information of any witnesses: | |
| <input type="checkbox"/> I agree to release my identity with regard to this request <input type="checkbox"/> I do NOT agree to release my identity with regard to this request | |
| Signature: | Date: |
| | Year: Month: Day: |

FOR OFFICE USE ONLY

| | | |
|--|------------|-----------|
| Date Received Year: Month: Day: | Request #: | Comments: |
| Personal information contained on this form is collected under the authority of the <i>Municipal Freedom of Information and Protection of Privacy Act</i> and will be used for the purpose of requesting an inquiry. | | |

SCHEDULE "B"

INTEGRITY COMMISSIONER APPLICATION FOR INQUIRY MUNICIPAL CONFLICT OF INTEREST ACT

AFFIDAVIT OF _____ (insert full name) I,
_____ (insert full name), of the (insert City, Town etc.)
_____ (Municipality of residence) in the Province of Ontario.

MAKE OATH AND SAY (or AFFIRM):

1. I have personal knowledge of the facts as set out in this affidavit, because: (insert reasons - e.g. I work for/I attended a meeting at which, etc.)

2. I have reasonable and probable grounds to believe that a Member, namely: (insert specify name of Member)

has contravened section(s) _____ (specify section(s) 5, 5.1 or 5.2) of the *Municipal Conflict of Interest Act*, RSO 1990, c M.50. The particulars of which are as follows:

(If more room is required, attach and initial extra pages to set out the statement of facts in consecutively numbered paragraphs, with each paragraph being confined as far as possible to a particular statement of fact. Exhibits should be labelled as Exhibit A, B, etc. and attached to this affidavit.)

3. I became aware of the alleged contravention:

not more than six weeks before the date of this application.

within the period of time beginning six weeks before nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act*, 1996, and ending on voting day in a regular election, as set out in section 5 of that Act.

This affidavit is made for the purpose of applying for an inquiry by the Integrity Commissioner and for no other purpose.

SWORN (or AFFIRMED) before me at the)
City of _____, this _____ day of _____)
, 20____)
)
)
)
)

A Commissioner etc.

CORPORATION OF THE TOWNSHIP OF JOHNSON

BY-LAW # 2018 - 906

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN EMPLOYMENT CONTRACT BETWEEN THE TOWNSHIP OF JOHNSON AND HERMAN KLINGENBERG.

THE COUNCIL OF THE TOWNSHIP OF JOHNSON HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk are authorized to execute and affix the Corporate Seals to an Employment Contract dated the 10th. day of September, 2018, between the parties named herein.
2. That the said Employment Contract is attached hereto as Schedule A, and the said Position Duties is attached hereto as Schedule B, to form part of By-Law 2018-906 respectively.
3. That this By-Law comes into force and takes effect upon the final date of its passing thereof.

Read and passed in open Council this 19th. day of September, 2018.

Mayor, Ted Hicks

Acting Clerk, Paula Spurway

J(6)

9/19/2018

SCHEDULE "A" TO BY-LAW 2018-906

EMPLOYMENT CONTRACT

BETWEEN:

The Township of Johnson
(Hereinafter referred to as "The Township")

- and -

Herman Klingenberg
(Hereinafter referred to as "Klingenberg")

WHEREAS THE TOWNSHIP OF JOHNSON wishes to enter into a definite term agreement with Klingenberg to work on a contract basis hours as defined in this agreement for a period of six months with a potential for extension;

THEREFORE IN CONSIDERATION of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **EMPLOYMENT**

- (a) The Township agrees to enter into a six month contract agreement with Klingenberg as its Corporate Analyst - Property Assessment, commencing on September 10, 2018 and Klingenberg agrees to work for the Township in such capacity, and to perform the duties and responsibilities, as set out below.
- (b) Klingenberg's contract and this agreement shall, subject to the terms of this agreement, terminate effective February 10, 2019 without the necessity of any further notice, pay in lieu of notice or severance pay under common law or statute, unless and until terminated prior to that date in accordance with this Agreement.
- (c) Klingenberg agrees to abide by the policies and procedures of the Township, that may be amended from time to time.

1.1 Klingenberg agrees that he will:

- (a) unless prevented by ill health, incapacity or injury, devote his working time, attention and abilities to his duties under this agreement
- (b) faithfully and diligently perform his duties to the best of his ability and use his best endeavours to promote the interests of the Township at all times; and
- (c) obey the reasonable directions of the Township and comply with any rules, regulations and policies issued by the Township from time to time.

2. **WORKING HOURS AND ATTENTION**

During the term of this Agreement, Klingenberg shall work 30 hours per month, paid 15 hours on a bi-weekly pay period. Flexibility of hours worked to be based on operational duties. During these work hours, Klingenberg shall devote the whole of his working time and attention to the business and affairs of the Township.

3. **NON-DISCLOSURE**

Klingenberg shall not (either during the term of his employment or any time thereafter) disclose any information relating to the private or confidential affairs of the Township to any person other than for the purposes of carrying out his job duties or as expressly authorized by the Township.

4. **PROBATIONARY PERIOD**

None

5. **PERFORMANCE REVIEWS**

The employer shall conduct a performance review at the end of the contract period with the option of entering into a new contract if mutually agreeable.

6. **COMPENSATION**

The Township shall provide to Klingenberg compensation in the amount of \$ 30.00 per hour for each hour worked up to thirty hours per month for the contract period. Travel costs during the normal line of duty to be reimbursed as set out in the townships use of own vehicle policy.

Klingenberg's representation on the Townships behalf during or in preparation of Assessment Review Board hearings or mediations shall be over and above the monthly limitations above.

9. **TERMINATION OF EMPLOYMENT**

(a) **NOTICE OF TERMINATION BY Klingenberg**

Klingenberg may end the contract at any time, provided he gives the Township two weeks' notice thereof in writing. During this two week period, Klingenberg shall continue to perform his regular job duties and shall continue to receive remuneration in accordance with this Agreement. The Township may waive all or a portion of this notice, and in such event, the Township shall continue to provide Klingenberg with his regular remuneration for such period of notice which is waived.

(b) **TERMINATION OF EMPLOYMENT FOR CAUSE**

The Township may terminate this agreement and Klingenberg's employment at any time

for cause without notice or payment of any compensation either by way of anticipated earnings or damages of any kind, save and except for any remuneration earned up to the date of such termination. Cause, for the purposes of this agreement, shall include the following:

- (i) Any material breach of the provisions of this agreement;
- (ii) Demonstrated incompetency and/or neglect of duty;
- (iii) Disregarding or disobeying any instruction or direction of the Township;
- (iv) Committing any wilful act of dishonesty or wilful neglect in performance of duties;
- (v) Any conduct of Klingenberg which, in the reasoned opinion of the Township, tends to bring himself or the Township into disrepute;
- (vi) Any conviction of Klingenberg for any indictable offence under the Criminal Code of Canada;
- (vii) Any misrepresentation by Klingenberg in his application for employment regarding his education, designations or work experience;
- (viii) Failure of Klingenberg to have disclosed or to disclose to the Township, at time of entering into this agreement or hereafter, any material fact about himself which Klingenberg knew or ought to have known would tend to bring himself or the Township into disrepute; or
- (ix) Any other reason, which may be deemed to be cause at law.

Failure by the Township to rely on the provisions of this paragraph, in any given instance or instances, shall not constitute a precedent or be deemed a waiver of its rights in future circumstances.

(c) **TERMINATION OF EMPLOYMENT WITHOUT CAUSE**

The Township may terminate Klingenberg's employment other than for cause by providing Klingenberg with payment of his outstanding compensation up to the date of termination

10. **THE TOWNSHIP'S PROPERTY**

Klingenberg will have access to a computer, related programming and documentation required to fulfil his duties. Klingenberg acknowledges that all items of any and every nature or kind created or used by him pursuant to his employment under this Agreement, or furnished by the Township to him, and all equipment, pass cards, laptop, books, records, reports, files, mass storage devices, manuals, literature, confidential information or other materials shall remain and be considered the exclusive property of the Township at all times and shall be surrendered to the Township upon request, or in the absence of a request, on the cessation, termination or ending of Klingenberg's contract with the Township.

J (6)

9/19/2018

11. **NOTICES**

Any demand, notice or other communication to be given in connection with the agreement shall be given in writing and may be given by personal delivery or by registered mail addressed to the recipient as follows:

| | |
|-----------------------|--|
| To Herman Klingenberg | 73 Bruce Bay Road, PO Box 297, Bruce Mines, On P0R 1C0 |
| To The Township: | Ruth Kelso, Clerk/CAO Township of Johnson 1 Johnson Drive Desbarats, ON P0R 1E0 |

or to such other addresses or individual as may be designated by notice by either party to the other.

12. **GOVERNING LAW**

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of Ontario and the parties irrevocably attorn to the courts of Ontario.

13. **ENTIRE AGREEMENT**

This agreement constitutes and expresses the whole agreement of the parties with respect to the contract of Klingenberg. Any modification to this agreement must be in writing and signed by the parties or it shall have no effect and shall be void.

14. **SEVERABILITY**

Should any provision of this agreement become invalid, illegal or not enforceable it shall be considered separate and severed from the agreement and the remaining provisions shall remain in force and binding upon the parties as though such provisions had not been included.

15. **ENUREMENT**

Klingenberg may not assign, pledge or encumber his interest in this agreement, nor assign any of his rights or duties under this agreement without prior written consent of the Township. This agreement shall be binding on and enure to the benefit of the successors and assigns of the Township, and the heirs, executors, personal legal representatives, and permitted assigns of Spurway.

16. **INDEPENDENT LEGAL ADVICE**

Klingenberg acknowledges that he has read and understands this agreement and acknowledges that he has had the opportunity to obtain independent legal advice with respect to it.

9/19/2018

J(6)

17. IN WITNESS WHEREOF the parties hereto executed the agreement as of the day, month and year agreement signed by all parties below.

Date: _____
By: _____
Paula Spurway, Acting Clerk
Township of Johnson

Date: _____
By: _____
Ted Hicks, Mayor
Township of Johnson

Date: _____
By: _____
Herman Klingenberg

J(6)

9/19/2018

**By-Law # 2018-906
"Schedule B"
TOWNSHIP OF JOHNSON
POSITION DESCRIPTION**

| | |
|--|--|
| Position: Corporate Analyst - Property Assessment | Date approved: September 10, 2018 |
| Reports to: Clerk | |

POSITION SUMMARY:

A contract position that reports to the Clerk, responsible for the protection and enhancement of the townships assessment base.

Major Duties and Responsibilities:

- Provides Council and the Clerk with advice and guidance on the accuracy of the assessment roll, identifying concerns through research and analysis.
- As required, provides reports to the Clerk concerning assessment related matters and options for resolve.
- Maintains effective liaison with property owners, representatives of appropriate ministries and agencies;
- Reviews and recommend assessment appeal settlements.
- Attendance at Assessment Review Board providing advice on assessment matters as required;
- Ensures that a high level of customer service is delivered on a fair and consistent basis to all ;

Contacts

Tact, diplomacy and human relations skills are required for contacts of a difficult, specialized or sensitive nature for such purposes as influencing, persuading, motivating or securing the cooperation of others.

9/19/2018

J(7)

CORPORATION OF THE TOWNSHIP OF JOHNSON

BY-LAW NO. 2018 - 907

BEING a By-Law to confirm proceedings of the meeting of Council, September 19, 2018.

WHEREAS pursuant to Section 5 (3) of the Municipal Act, R.S.O. 2001, as amended requires a municipal council to exercise its power by bylaw except where otherwise provided;

AND WHEREAS in many cases, action which is taken or authorized to be taken by a Council or a Committee of Council does not lend itself to an individual bylaw;

THE Council of the Corporation of the Township of Johnson hereby enacts as follows:

1. That the action of the Council at its meeting September 19, 2018 in respect to each motion, resolution and other action passed and taken by the Council at its said meeting, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor and the proper officers of the Township of Johnson are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required and to execute all documents as may be necessary and directed to affix the Corporate Seal to all such documents as required.

READ and passed in open Council this 19th. day of September, 2018.

Seal

Ted Hicks, MAYOR

Paula Spurway, ACTING CLERK