

Regular Meeting #20 December 5, 2017

A Regular Meeting of Council convened in the Council Chambers at 7:00 p.m. in the presence of Mayor French, Councillors, Chief Administrative Officer, Terry Paddon, Town Clerk, Gail Pomroy, Director of Finance, Liz Davis, Director of Engineering and Public Works, Jennifer Norris, Director of Recreation and Leisure Services, Dave Tibbo, Director of Economic Development and Communications, Jennifer Lake, Fire Chief John Heffernan, and Director of Planning and Development, Corrie Davis.

1. ADOPTION OF AGENDAS AND MINUTES

a. Adoption of the Meeting Agenda for December 5, 2017

Resolution #17-466

Councillor Tilley/Deputy Mayor Murphy

Be it so resolved that the agenda of the meeting of December 5, 2017 be adopted as presented.

- carried unanimously

b. Adoption of the Meeting Minutes of November 21, 2017

Resolution #17-467

Councillor Youden/Councillor Hillier

Be it so resolved that the minutes of the meeting of November 21, 2017 be adopted as presented.

- carried unanimously

2. BUSINESS ARISING FROM PREVIOUS MINUTES

Nil

3. VISITORS, PRESENTATIONS AND PETITIONS

Nil

**4. RECOMMENDATIONS OF PLANNING AND DEVELOPMENT COMMITTEE
(Chair, Councillor Cheryl Davis)**

Transferred from Committee of the Whole Meeting #27

**1. Resolution #17-468
Councillor Davis/Councillor Bursey**

Be it so resolved that the application for a ten unit residential condominium development at 28-40, Long Pond, be denied as the proposal is inconsistent with the surrounding neighborhood due to the higher density of development.

- carried unanimously

Councillor Youden vacated the Chamber at 7:06 p.m.

Presentation of recommendations of meeting held on November 27, 2017

**1. Development Regulations Amendment 27, 2017 – Personal Services
Uses as Home-based Business**

**Resolution #17-469
Councillor Davis/Councillor Hillier**

Be it so resolved that Development Regulations Amendment No. 27, 2017, to allow personal service uses as home-based business at the discretion of Council, be adopted.

- carried unanimously

2. Planning and Development Committee Meeting Report

**Resolution #17-470
Councillor Davis/Councillor Bursey**

Be it so resolved that the recommendations/decisions made at the Planning and Development Committee Meeting of November 27, 2017, be accepted as presented.

- carried unanimously

**5. RECOMMENDATIONS OF ENGINEERING AND PUBLIC WORKS COMMITTEE
(Chair, Councillor Gerard Tilley)**

Transferred from Committee of the Whole Meeting #27

1. Policy – Street Excavation and Reinstatement Policy & Permit

**Resolution #17-471
Councillor Tilley/Councillor Bent**

Be it so resolved that the Street Excavation and Reinstatement Policy and Permit be adopted as presented.

PURPOSE:

To establish a procedure for the reinstatement of street infrastructure located in a public right-of-way.

AUTHORITY:

- Section 414 (2)(tt) of the *Municipalities Act, 1999*
- Council Discretion

PROCEDURE:

A security deposit is required as per the Town's current fee schedule and must be paid in full prior to any work being performed. Deposits received by the Town under this Policy for all work shall be retained as a warranty for a period as specified, and in the case of gravel roads, security deposits may be released in whole or in part upon the approval of the Director of Engineering and Public Works or designate.

Where asphalt reinstatement is required, the security deposit shall be retained as a warranty for a period, not less than twelve (12) months where asphalt is over ten (10) years old and twenty four (24) months where asphalt is ten (10) years old or less, from the date of reinstatement.

Where the street cut of disturbed area is greater than 25% of the street width, the reinstatement area will extend the entire width of the road.

Street excavation and reinstatement on provincially owned roads shall adhere to provincial policy as well as Town policy.

Failure to comply with all conditions of this Policy will result in the Town completing all required work and retaining the full security deposit. In the case where the cost of any work completed by the Town exceeds the security deposit the permit holder will be invoiced for the outstanding balance.

The permit holder shall be responsible for the following conditions:

1. Provide a letter from a Geotechnical or Engineering firm licensed to practice in the province of Newfoundland and Labrador confirming that backfilling, material, procedure, compacting and paving, if applicable, of the street cut has been carried out in accordance with Town policy. Failure to provide the consultant's letter will result in the Town excavating the area and backfilling it in accordance with proper procedures.

The name of the firm or individual contracted to complete the inspection procedure required as per the Policy shall be supplied to the Town prior to the issuance of a Street Excavation and Reinstatement Permit or a Water and Sewer Permit that requires street excavation.

2. Monitor and maintain the street cut in a condition acceptable to the Town and according to regulations from the time of the original cut until the end of the warranty period.
3. In the case of a paved road, the permit holder shall ensure that the street cut is repaved with new or recycled asphalt within seven (7) days of the original street cut.
4. In the case where the permit holder has permission from the Town to use temporary (recycled) asphalt to reinstate a street cut within the seven (7) day period, the temporary (recycled) asphalt shall be removed and replaced with new asphalt fourteen (14) days after the availability of asphalt (not recycled asphalt) suitable for reinstatement of the street cut on a permanent basis, to be verified by Geotechnical or Engineering firm representative.

If, after being given notice by the Town of the availability of new asphalt, the permit holder refuses to remove temporary (recycled) asphalt and replace it with new, the Town reserves the right without further notice to proceed to complete the work.

Street excavations are not permitted between November 15 and April 30 without approval from the Director of Engineering and Public Works or designate.

The permit holder and/or contractor is responsible for commercial general liability and automobile liability insurance on all vehicles performing work. The Town will assume **no** responsibility for claims or damages resulting from work covered under the permit.

All infrastructure works in this Policy are to be performed in accordance to the Town's Municipal Engineering Standards, Water and Sewer Regulations, and the provincial Municipal Water, Sewer and Road Specifications.

STREET EXCAVATION WORKS

Scope of Work

The work to be done consists of all excavation and re-construction of the sub-grade for the street. The area from the bottom of all excavation to the top of all fill, when completed, shall be known as the sub-grade and shall be true to lines and grades as set by the Director of Engineering and Public Works or designate.

The finished sub-grade elevation shall be a minimum of 200mm below street grade compacted to 95% Standard Proctor Density (ASTMD 698-78) to allow for Class "A" road gravel to be placed to a minimum thickness of 150mm compacted to 100% Standard Proctor Density (ASTMD 698-78).

Backfill

Backfill material shall be deposited and spread in **compacted** layers not exceeding 300mm thick for the full width of the excavation, except that the Geotechnical or Engineering firm representative may order this thickness reduced if such thickness does not respond to compaction methods.

All fill used in backfilling shall be good quality pit run 6 in. minus. All stones larger than 100mm in greatest dimension shall be removed from the material comprising the top 300mm of the sub-grade. Material excavated from the street cut shall **not** be used for backfill unless permission is granted by Director of Engineering and Public Works or designate.

All reinstatement works must be completed within seven (7) days of excavation.

GRAVEL STREET REINSTATEMENT

Scope of Work

The Contractor shall reinstate all areas, surfaces, and features necessarily disturbed by the work of this contract. The Contractor shall supply and place on a prepared sub-grade, all Class "A" and Class "B" granular material.

Procedure

The Contractor shall place all granular base in such a manner as to prevent contamination by other materials and to prevent segregation.

All granular for streets shall be placed in uniform layers such that the thickness of the compacted layer does not exceed 150mm. A minimum of 200mm Class "B" shall be placed and a minimum of 100mm of Class "A" shall be placed.

The materials shall be sprayed with water, when required to aid compaction or reduce dust nuisance or both. When water is added to aid compaction, it shall be applied immediately ahead of the compacting unit.

All granular for streets shall be compacted to not less than 100% of the Standard Proctor Density (ASTMD 698-78).

PAVED STREET REINSTATEMENT Scope of Work

The Contractor shall reinstate all areas, surfaces, and features necessarily disturbed by the work of this contract. The Contractor shall supply and place on a prepared sub-grade, all granular base and asphalt materials.

Weather Limitation

Asphalt work shall be carried out only when the temperature of the air is seven (7) Degrees Celsius and rising and when not raining.

Depending on soil conditions and proper compaction, reinstatement works may have to be completed a second time. In such cases, the security deposit will be held by the Town until all required work is complete and accepted by the Director of Engineering and Public Works or designate.

Procedure

The contractor shall place all granular base in such a manner as to prevent contamination by other materials and to prevent segregation.

For all paved streets, the contractor shall match thickness of existing granular and asphalt, with a minimum of 150mm Class "A" and 50mm of asphalt pavement.

Granular material shall be sprayed with water, when required to aid compaction or reduce dust nuisance or both. When water is added to aid compaction, it shall be applied immediately ahead of the compacting unit.

Before any placing of asphalt, the contractor shall place and compact all sub-grade materials to 95% Modified Proctor Density (ASTMD 698-78), including all granular material compacted to 100% Standard Proctor Density (ASTMD 698-78).

The area to be reinstated shall be agreed upon by the Director of Engineering and Public Works or designate. The contractor shall cut out the sections marked true and square with a saw or other means to expose a fresh vertical face clear of any broken or loose material.

The contractor shall cut the asphalt in clean straight lines. Transverse joints shall be perpendicular to the curb line with longitudinal joints parallel to the curb line. The area of asphalt to be removed shall extend at least 500mm outside the distressed area.

The contractor shall remove distressed asphalt and where a firm base is not present, the base and sub-base shall be removed to such depths as required to establish a solid foundation.

The contractor shall apply tack coat of asphalt cement to the vertical asphalt edges of the cut. Asphalt shall be laid from the edges of the cut and proceed to the centre.

A mechanical paver is to be used for all street cuts more than 1.5m wide. When a mechanical paver is used, not less than 300m of prepared grade shall be maintained in front of the paver at all times, except at the end of the paving operation for that day.

Asphalt shall be compacted to 97% of the Standard Marshall Test.

The finished surface shall be smooth and at the same level as the surrounding existing asphalt to the satisfaction of the Director of Engineering and Public Works or designate.

CONCRETE REINSTATEMENT

Refer to the Town's Concrete Curb, Gutter and Sidewalk Alterations Specifications.

PROJECT SIGNS

Scope of Work

All government regulations and those of other regulatory agencies must be adhered to. This includes proper signage, flag persons, etc., during construction, as per the provincial Municipal Water, Sewer and Roads Specifications. After the project is completed, these signs and posts shall be removed by the contractor.

TRAFFIC DISRUPTION/DETOURS

Refer to the Town's Traffic Disruption Procedure.

This policy rescinds all previous policies pertaining to this subject matter.

- carried unanimously

Presentation of recommendations of meeting held on November 28, 2017

1. Approval to Tender – 2018 Roll-off Truck

Resolution #17-472
Councillor Tilley/Councillor Hillier

Be it so resolved that approval be given to tender a new 2018 Roll-off Truck.

- carried unanimously

2. Update – Capital Works Projects

- Heritage Road

Resolution #17-473
Councillor Tilley/Councillor Hillier

Be it so resolved that approval be given to replace the culverts on Heritage Road under the current Sanitary Sewer Upgrade project at an approximate cost of \$40,000.00. Funds are available in the project account.

- carried unanimously

3. Street Excavation Permit Policy

Resolution #17-474
Councillor Tilley/Councillor Bursey

Be it so resolved that approval be given to release outstanding 2015, 2016, and 2017, upon the twelve-month period expiry, Street Excavation Permit deposits subsequent to inspection and approved condition assessments.

- carried unanimously

4. Engineering and Public Works Committee Meeting

Resolution #17-475
Councillor Tilley/Deputy Mayor Murphy

Be it so resolved that the recommendations/decisions made at the Engineering and Public Works Committee Meeting of November 28, 2017, be accepted as presented.

- carried unanimously

6. RECOMMENDATIONS OF RECREATION AND LEISURE SERVICES COMMITTEE (Chair, Councillor Christine Butler)

Councillor Butler read the following statement:

The Tree Lighting Ceremony was held on Saturday, December 2 at the Conception Bay South Town Hall with approximately 450 people in attendance. Mayor French brought greetings on behalf of the Town. Councillors Tilley, Hillier, Burse, Bent, and Davis joined the Mayor on stage to kick off the event. Greetings were also brought from MP Ken McDonald, MHAs Paul Davis and Barry Petten. Entertainment was provided by Ray Lake. The Youth Advisory Council served hot chocolate, decorated the stage, and handed out loot bags to kids. Members from the Fire Department were also there to hand out loot bags to children. Following the musical entertainment, the Town recognized Major Winston Dodge as part of the Veteran and Family Community Covenant.

Reminder that the Kiwanis Santa Claus Parade will be happening this Saturday, December 9. The Parade starts from Villanova Junior High at 10:00 am and travels west along route 60. The Town will be handing out loot bags to children along the parade route. During this event as well the Kin Club of Conception Bay South will be holding its annual Loonie Toonie Food Drive and the Salvation Army in conjunction with the 1st Topsail Scouts will be holding its annual Toy Drive

The CBS Squash Club and the Recreation Complex will be hosting the 2017 CBS Riley Mercer Junior Squash Tournament on Sunday December 10 from 9:00-4:00pm. This tournament will be sponsored by Clarke's Billing Services and the Town of Conception Bay South.

Presentation of recommendations of meeting held on November 28, 2017

1. Tender 17-08 Fully Inclusive Service Agreement on the Mechanical Equipment for the Conception Bay South Arena

Resolution #17-476
Councillor Butler/Councillor Davis

Be it so resolved that approval be given to award Tender 17-08 Fully Inclusive Service Agreement on the Mechanical Equipment for the Conception Bay South Arena to Honeywell Limited at a cost of \$113,166.00 plus HST for the duration of 3 years (\$37,722.00 plus HST per year). Monies are available in account 01-109-1000-7015.

- carried unanimously

2. Tender 17-09 Fully Inclusive Service Agreement on the Mechanical Equipment for Fire Station #1

Resolution #17-477
Councillor Butler/Councillor Bent

Be it so resolved that approval be given to award Tender 17-09 Fully Inclusive Service Agreement on the Mechanical Equipment for Fire Station #1 to Ainsworth Inc. at a cost of \$59,898.00 plus HST for the duration of 3 years (\$19,966.00 plus HST per year). Monies are available in account 01-109-1000-7015.

- carried unanimously

3. Tender 17-10 Fully Inclusive Service Agreement on the Mechanical Equipment for the Conception Bay South Town Hall

Resolution #17-478
Councillor Butler/Councillor Bent

Be it so resolved that approval be given to award Tender 17-10 Fully Inclusive Service Agreement on the Mechanical Equipment for the Conception Bay South Town Hall to Ainsworth Inc. at a cost of \$44,529.00 plus HST for the duration of 3 years (\$14,843.00 plus HST per year). Monies are available in account 01-109-1000-7015.

- carried unanimously

4. Recreation and Leisure Services Committee

Resolution #17-479
Councillor Butler/Councillor Bent

Be it so resolved that the recommendations/decisions made at the Recreation and Leisure Services Meeting of November 28, 2017 be accepted as presented.

- carried unanimously

7. RECOMMENDATIONS OF FINANCIAL AND ADMINISTRATIVE SERVICES COMMITTEE (Chair, Councillor Kirk Youden)

Transferred from Committee of the Whole Meeting #27

1. Change in Meeting Schedule

Resolution #17-480
Councillor Hillier/Councillor Bursey

Be it so resolved that the Public Meetings for the summer months will be held on June 12th, July 10th and August 14th. The regular Public Meeting schedule will resume for the month of September.

- carried unanimously

2. 194 Conception Bay Highway

Resolution #17-481
Councillor Hillier/Councillor Tilley

Be it so resolved that the Order issued on November 29, 2017 to remove all commercial motor vehicles from the property situated at 196 – 198 Conception Bay Highway be confirmed.

- carried unanimously

3. Chief Administrative Officer

Resolution #17-482
Councillor Hillier/Councillor Bursey

Be it so resolved that Brian Crawley be appointed to the position of Chief Administrative Officer as per the terms and conditions of the employment contract.

- carried unanimously

Presentation of recommendations of meeting held on November 28, 2017

1. Accounts Payable Cheque Register

Resolution #17-483
Councillor Hillier/Councillor Butler

Be it so resolved that approval be given to approve the payment of cheques totaling \$26,192.34 as per the Accounts Payable Cheque Register Report.

- carried unanimously

2. Ratification of Manual Cheques Previously Released

Resolution #17-484
Councillor Hillier/Deputy Mayor Murphy

Be it so resolved that approval be given to ratify the payment of manual cheques previously released totaling \$342,945.63.

- carried unanimously

3. Capital Invoices

Resolution #17-485
Councillor Hillier/Councillor Bursey

Be it so resolved that approval be given to pay capital invoices totaling \$335,636.23 as listed in the Financial Services Minutes of November 28, 2017.

- 7 yeas
- 1 abstention
(French)
- motion carried

Mayor French declared a conflict of interested. He vacated the Chambers at 7:23 p.m. Deputy Mayor Murphy took the Chair. Mayor French returned at 7:24 p.m.

4. Tax and Other Receivables Adjustments

Resolution #17-486
Councillor Hillier/Councillor Bent

Be it so resolved that approval be given to adjust tax and other receivable accounts as follows:

PORTV002	\$2,078.86
BRAGH001	\$410.62
TAYLG007	\$1,252.43

- carried unanimously

5. Policy – Disability Management Program

Resolution #17-487
Councillor Hillier/Councillor Bent

Be it so resolved that the Disability Management Program Policy be adopted as presented.

PURPOSE:

The Town of Conception Bay South is committed to preventing injuries and illnesses through the provision of a healthy and safe workplace. It is the Town's policy to make every reasonable effort to provide suitable alternate employment to an employee who is unable to perform their normal duties as a consequence of an accident or injury at the workplace.

The Town of Conception Bay South is also committed to promoting employee health and recovery from a non-occupational illness or injury through early intervention and active case management along with opportunities for early and safe return to work.

Each department will attempt to accommodate employees who cannot perform the basic duties of their position, up to the point of undue hardship. Where this is not possible, all departments will cooperate in locating suitable alternate employment, where available.

AUTHORITY:

- NL Human Rights Act

- Sections 74, 89, 89.1, 118 and 123 of the Workplace Health, Safety and Compensation Act
- Section 54.3 of the Occupational Health and Safety Act
- Section 21 of the Town of Conception Bay South and CUPE Local 3034 Collective Agreement

STATEMENT OF POLICY:

Where a re-employment obligation exists for occupational injuries or illnesses, as outlined under Section 89.1 of the Workplace Health, Safety and Compensation Act, the Town will accommodate the work or the workplace for the employee to the extent that the accommodation does not cause the employer undue hardship. Where undue hardship is demonstrated, WorkplaceNL will cover the cost of the accommodation over and above the point of undue hardship. If accommodation is not possible, then retraining may occur through the testing processes of WorkplaceNL. Also, as per Section 89 of the Workplace Health, Safety and Compensation Act, the Town will cooperate in early and safe return to work.

To prevent and decrease the number of incidents of sickness and the magnitude of disability on a worker due to non-occupational illness or injury, early and safe return to work will be provided to employees up to the point of undue hardship to the Town.

DEFINITIONS:

Available work is work that exists with the Town of Conception Bay South at the pre-injury work site, or at a comparable work site arranged by the Town.

Comparable work site means:

- Assignment to work site other than the injury site forms part of the employment contract; or
- Travelling to the proposed job is within the normal parameters of travel expected of a worker.

Cooperation means:

- Maintaining effective communication throughout the period of the worker's recovery;
- Working towards identifying suitable and available employment for the worker; and
- Fulfilling the reporting obligations to WorkplaceNL.

Discrimination is an action or a decision that treats a person or a group negatively for reasons such as their race, age, disability, or other prohibited grounds of discrimination as set out in the NL Human Rights Act.

Duty to accommodate is the accommodation of an employees' needs and requirements based on the prohibited grounds of discrimination as set out in the NL Human Rights Act. An example of the duty to accommodate would be revising the work environment or duties of an employee to allow them to return to work in a safe manner. This duty exists to the point of **undue hardship**, which generally refers to the point beyond which employers are not expected to accommodate. Examples of undue hardship could include, but are not limited to, creating health or safety risks within the workplace, financial costs, or interchangeability of the workforce or facilities.

Functional abilities means physical, mental, and/or motor movements that can be done safely without causing aggravation to existing injury or illness, further injury or illness, or creating a new injury or illness.

Health care provider generally refers to the treating health care provider who is responsible for the ongoing care of the worker. This includes physicians, specialists and other health care professionals.

Non-occupational injury or illness are illnesses, injuries or medical conditions that are unrelated to work. These can be of both a physical and psychological nature and are managed with respect to legislation, employer policy, collective agreements, or via an arrangement with an insurance plan (i.e. long term disability).

Occupational diseases are considered to be disorders that are the result of work hazards and conditions present in the workplace.

Occupational injuries are considered to be disorders resulting from trauma such as strains or sprains, lacerations, burns or soft-tissue injuries, often resulting from factors such as lifting and bending, or insufficient safety controls.

Serious Injury (Occupational) is outlined under Section 54(3) of the OHS Act and is:

- A fracture of the skull, spine, pelvis, femur, humerus, fibula or tibia, or radius or ulna;
- An amputation of a major part of a hand or foot;
- The loss of sight of an eye;
- A serious internal haemorrhage;
- A burn that requires medical attention;
- An injury caused directly or indirectly by explosives;
- An asphyxiation or poisoning by gas resulting in a partial or total loss of physical control; or
- Another injury likely to endanger life or cause permanent injury.

Sick leave, as outlined in the Town of Conception Bay South Collective Agreement, means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, quarantined or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workplace Health, Safety and Compensation Act.

Suitable employment is work that meets all the following criteria:

- The work is within the worker's functional abilities;
- The employee is qualified to perform the work;
- The work does not pose a health or safety risk to the worker or co-workers; and
- The work restores the worker's pre-injury earnings, if possible.

ROLES AND RESPONSIBILITIES:

Directors:

1. Non-Occupational:
 - a. Provide visible support, commitment, and when required, participation in the Disability Management Program in conjunction with current legislation and collective agreements;
 - b. Provide recommended resources, within normal budgetary restraints, to ensure success of the Disability Management Program; and
 - c. Arrange for the necessary resources to enable Supervisors/Managers to carry out recommended accommodations.
 - d. Maintain confidentiality.
2. Occupational:
 - a. Pay employee's salary, for hours worked, during the early and safe return to work process;
 - b. Provide suitable and available work;
 - c. Provide information, when requested, to WorkplaceNL regarding an employee's return to work process as well as information regarding disputes or disagreements;
 - d. Maintain confidentiality of employee information; and
 - e. Any other process that may be prescribed in the Regulations made under Section 123 of the Workplace Health, Safety and Compensation Act.

Departmental Managers/Supervisors:

1. Non–Occupational:
 - a. Notify the Director, Occupational Health and Safety (OHS) Coordinator, and Human Resources (HR) Coordinator of all absences in excess of two consecutive months, unless it is known that an employee is off due to surgery or other specific medical care;
 - b. Have employee bring the Town’s Functional Abilities Form to the physician to be completed in order to obtain further information;
 - c. Review information on Functional Abilities Form, seek assistance from HR and OHS Coordinators, and contact the employee to discuss functional abilities and fitness for work;
 - d. Work with employee to develop a return to work plan in consultation with the HR and OHS Coordinators;
 - e. Identify transitional work options, tasks, job accommodations or modifications that will assist in an early and safe return to work plan;
 - f. Monitor recovery process and attendance of the employee to ensure compliance with the return to work plan and to prevent further illness or injury; update HR and OHS Coordinators on progress.
 - g. Discuss with the sick or injured employee any concerns/issues with work duties or safety;
 - h. Consider further functional assessment by Fit for Work, or a similar agency, should the employee remain on the Disability Management Program for more than six months.
 - i. Schedule all meetings related to return to work plan; and
 - j. Maintain confidentiality of employee information.

2. Occupational:
 - a. Provide first aid to injured employee;
 - b. Provide transportation to medical facility, if required. This includes calling an ambulance when necessary;
 - c. If the injury is classified as serious, notify the OHS Division, Service NL and the OHS Coordinator immediately. For any accident involving vehicles, property or equipment damage contact the Enforcement Manager and the OHS Coordinator;
 - d. Complete the Accident/Incident Report Form and forward a copy to the OHS Coordinator;
 - e. Complete the WorkplaceNL Form 7 and submit it to the OHS Coordinator in order to ensure it is submitted to WorkplaceNL within 48 hours of an injury resulting in a medical visit;
 - f. If functional limitations are noted on the Physician’s Form 8/10, develop an early and safe return to work plan with the OHS Coordinator and submit the Early and Safe Return to Work Form to WorkplaceNL within 3 days of receiving functional abilities outlined on Form 8/10;

- g. If employee is unable to work, due to injuries, maintain contact on a weekly basis and ensure that employees are submitting updated 8/10 reports to OHS Coordinator when received; and
- h. Ensure that all personal information is kept confidential.

HR Coordinator:

- 1. Non-Occupational:
 - a. Work with the Manager/Supervisor to have the employee return to their physician to have the Town's Functional Abilities Form completed and returned;
 - b. Review Functional Abilities Form with Manager/Supervisor, OHS Coordinator and employee to determine if a return to work plan is available;
 - c. Document and monitor each case and the ongoing return to work plan;
 - d. Maintain confidentiality of employee information; and
 - e. Develop and maintain an atmosphere of trust and mutual understanding.
- 2. Occupational:
 - a. Provide guidance and assistance, as necessary, to the OHS Coordinator and Manager/Supervisor on relevant articles in the collective agreement.

OHS Coordinator:

- 1. Non-Occupational:
 - a. Review Functional Abilities Form with Manager/Supervisor, HR Coordinator, and employee to determine if a return to work plan is available;
 - b. Maintain confidentiality of employee information; and
 - c. Develop and maintain an atmosphere of trust and mutual understanding.
- 2. Occupational:
 - a. Track all accidents/incidents reported by Managers/Supervisors;
 - b. Assist in investigation process of accidents/incidents;
 - c. Assist Managers/Supervisors with functional abilities and return to work plans;
 - d. Ensure all WorkplaceNL forms are filled out and sent within required time frames and assist in their completion, if required;
 - e. Maintain contact with employees and Managers/Supervisors when an accident results in an injury in which a WorkplaceNL claim has been opened; and

- f. Maintain contact with WorkplaceNL employees regarding claim information and manage claims to ensure return to work plans and functional abilities are being reviewed in a timely manner.

Employee:

1. Non-Occupational:

- a. Report all non-work related illness, injury or disability to his/her Manager/Supervisor immediately or as per the Collective Agreement;
- b. Provide attending physician a copy of the Town's Functional Abilities Form to complete if requiring accommodation by the employer;
- c. Return completed Functional Abilities Form to his/her Manager/Supervisor within 24 hours of seeing the physician;
- d. Attend all scheduled medical, rehabilitation and return to work plan appointments and/or meetings;
- e. Provide updated Functional Abilities Forms as per the timeline designated by his/her Manager/Supervisor;
- f. Take an active roles in initiating, developing and participating in safe and timely return to work opportunities;
- g. Comply with recommendations of medical provider (physician, chiropractor, physiotherapist, etc.);
- h. Notify Manager/Supervisor of any concerns with treatment or problems encountered due to sickness or injury during the return to work process; and
- i. If an employee is unable to participate in their return to work plan due to their sickness or any other reason, the employee must notify their Manager/Supervisor.
- j. Should the employee be unionized, it is at their own discretion and responsibility to contact a union representative for assistance in the accommodation process. It is noted that the union may be involved in the accommodation at the request of management representatives depending upon the particulars of the accommodation. Should this occur, the employee will be informed of their participation prior to the request being made to the union.

2. Occupational:

- a. Get first aid or medical attention, if required;
- b. Report accident/incident to Manager/Supervisor immediately;
- c. If medical attention is required, advise the attending physician that it was a work related injury;
- d. Bring the WorkplaceNL Form 8/10 (yellow copy) to your Manager/Supervisor within 24 hours of seeing a doctor;
- e. Complete WorkplaceNL Form 6 and fax to WorkplaceNL; the OHS Coordinator will assist in the process;

- f. If functional limitations are outlined on the Form 8/10 then the employee will meet with their Manager/Supervisor and the OHS Coordinator to develop an early and safe return to work plan;
- g. Accept suitable identified employment;
- h. Maintain communication with Manager/Supervisor during return to work process and submit all forms from medical provider (physician, chiropractor, physiotherapist, etc.); and
- i. Provide WorkplaceNL with requested information concerning the return to work process, including information about disputes or disagreements which may arise from the process.
- j. Should the employee be unionized, it is at their own discretion and responsibility to contact a union representative for assistance in the accommodation process. It is noted that the union may be involved in the accommodation at the request of management representatives depending upon the particulars of the accommodation. Should this occur, the employee will be informed of their participation prior to the request being made to the union.

Union Representatives:

1. Non-Occupational and Occupational
 - a. Provide support and assistance with the accommodation process as appropriate.
 - b. Maintain confidentiality of employee information; and
 - c. Develop and maintain an atmosphere of trust and mutual understanding.

Health Care Provider:

1. Non-Occupational:
 - a. Assist the Town in their Disability Management Program by completing the Town's Functional Abilities Form for employees;
 - b. Assist the Town in developing a return to work plan for an employee with a non-occupational injury or illness, if required; and
 - c. Provide updated Functional Abilities Form as per the time frame required by the Manager/Supervisor.
2. Occupational:
 - a. Provide the workplace parties and WorkplaceNL with functional abilities information;
 - b. Provide the worker and WorkplaceNL with medical information;
 - c. Identify the most appropriate method of treatment for the injury;
 - d. Ensure the worker receives timely treatment; and

- e. Ensure return to work is discussed throughout recovery for both occupational and non-occupational injuries and illnesses.

WorkplaceNL (Work Related Injuries Only):

- a. Communicate to the workplace parties their statutory obligations to cooperate in the early and safe return to work process;
- b. Ensure the return to work plans are achieving the hierarchy of the return to work priorities and are consistent with the worker's functional abilities;
- c. Monitor activities, progress and cooperation of the workplace parties;
- d. Proactively manage the medical rehabilitation of the worker in consultation with the worker and the health care provider(s);
- e. Determine compliance with the obligation to cooperate and, where applicable, to re-employ;
- f. Provide dispute resolution between workplace parties; and
- g. Communicate regularly and effectively with the workplace parties and health care providers.

EARLY & SAFE RETURN TO WORK PLANNING PROTOCOL:

Occupational Injuries or Illnesses

The Town of Conception Bay South will provide available and suitable employment for the injured worker within three working days from receipt of the worker's Physician's Report, Form 8/10. Suitable employment should commence as soon as possible but no later than three working days after the employer has offered the work.

To achieve the maximum benefit from the Return to Work Program, the workplace parties should consider each of the priorities listed in the hierarchy table in this section in the order that they appear and taking into consideration the functional abilities of the worker. The primary objective, where possible, is to maintain the worker's connection to the pre-injury job during the return to work program. The first priority is to return the worker to the pre-injury job (with accommodation, as required) or to modify the pre-injury job. An alternate, comparable job may also be offered. Where the specific functional abilities prevent a return to pre-injury or a comparable job, then the most suitable work that is available must be offered to the worker. All factors of the case must be considered when making decisions on return to work.

Non-Occupational Injuries or Illnesses

The Town of Conception Bay South will provide available and suitable employment for the injured worker, up to the point of undue hardship. Suitable employment should commence as soon as possible.

For non-occupational illnesses or injuries the return to work hierarchy will also be utilized when possible in order to safely return an employee to work, however the return to work plans will be developed and monitored solely by the Town and attending physician and will be based on the information provided on the Town's Functional Abilities Form by the employee's physician or a functional assessment by an external agency, such as Fit for Work.

Hierarchy of Return to Work Priorities

Priority Level	Return to Work Program	Description	Goal	Obligation
1	Pre-injury job	Full hours; full pre-injury duties	Full return to work	Employer is obligated to provide pre-injury or comparable job
2	Essential duties of pre-injury job	Full hours; essential duties of pre-injury job (modified work)	Move to priority 1	Employer is obligated to provide pre-injury or comparable job
3	Pre-injury job with modifications	Full hours; Essential pre-injury duties modified or removed	Move to priority 1 or 2	Employer is obligated to provide the most suitable work that becomes available
4	Pre-injury job with modified duties	Full hours; some pre-injury and non-pre-injury duties	Move to priority 3, 2 or 1	Employer is obligated to provide the most suitable work that becomes available
5	Ease back to pre-injury job	Full pre-injury duties; gradual return to pre-injury hours	Move to priority 2 or 1	Employer is obligated to provide the most suitable work that becomes available
6	Alternate work	Full hours; non pre-injury duties	Move to priority 4, 3, 2 or 1	Employer is obligated to provide the most suitable work that becomes available

OBLIGATION TO RE-EMPLOY (WorkplaceNL Requirement):

The Town of Conception Bay South will meet WorkplaceNL's requirements as it pertains to the obligation to re-employ an injured worker who has been employed continuously for at least one year by the Town on the date of injury. The Town is also aware that it is obligated to re-employ until:

1. Two years after the date of injury;
2. One year after the worker is medically able to perform the essential duties of his or her pre-injury employment; or
3. The date on which the worker reaches 65 years of age, depending on which of the three is reached first.

The Town also understands that it cannot re-employ a worker in accordance with the obligation and then terminate the employment within 6 months unless the Town is able to prove to WorkplaceNL that the termination of the injured worker's employment was not related to the injury.

Under the obligation to re-employ, the Town will accommodate the work or the workplace for the injured worker to the extent that the accommodation does not cause the employer undue hardship. If there is no undue hardship to the employer and a worker is medically capable to perform the essential duties of his or her pre-injury employment, the Town shall offer:

1. To re-employ the worker in the position that the worker held on the date of injury; or
2. Offer to provide the worker with alternate employment of a nature and at earnings comparable to the worker's employment on the date of injury.

When a worker is able to perform suitable work but is unable to perform the essential duties of his or her pre-injury employment, the Town shall offer the worker the first opportunity to accept suitable employment that may become available with the employer. If this re-employment obligation exceeds the Collective Agreement then WorkplaceNL requirements prevails over the Collective Agreement but will not displace the seniority provisions of the Agreement.

WorkplaceNL may decide on its own initiative or if there is a disagreement between the Town and injured worker regarding the degree of fitness of the worker returning to work:

1. Where the worker has not returned to work with the Town, whether the worker is medically able to perform the essential duties of his or her pre-injury employment or to perform suitable work; and
2. Where WorkplaceNL has previously determined that the worker is medically able to perform suitable work, whether the worker is medically able to perform essential duties of the worker's pre-injury employment.

WorkplaceNL may also decide through its own initiative or based on a request from an injured worker, if the Town has met its obligations to re-employ. If a worker puts in a request to WorkplaceNL regarding the Town, it will not be considered if the worker has been re-employed and whose employment was terminated within six months but the request has been made past the three month time frame after

the date of termination. If WorkplaceNL has determined that the Town has not met its obligations to re-employ then the Town is subject to:

1. Levy a penalty not exceeding the amount of the worker's net average earnings for the twelve months immediately preceding the beginning of the loss of earnings; and
2. Make payments to the worker for a maximum of one year as if the worker were entitled to payments under Section 74 of the Workplace Health, Safety and Compensation Act.

The above penalty is an amount owing to WorkplaceNL and may be added to the Town's assessment and payment is enforced under Section 118 of the Workplace Health, Safety and Compensation Act.

In some cases WHSCC will provide a worker with a labour market re-entry assessment where:

1. It is unlikely that the worker will be re-employed by the Town because of the nature of the injury;
2. The Town has been unable to arrange work for the worker that is consistent with the worker's functional abilities and that restores the worker's pre-injury earnings; or
3. The Town is not cooperating in the early and safe return to work process.

Based on the assessment, a labour market re-entry plan shall be prepared in consultation with:

1. The worker, and unless WorkplaceNL considers it inappropriate to do so, the Town of Conception Bay South; and
2. The worker's health care providers, if WorkplaceNL considers it necessary to do so.

The plan will contain the steps necessary to enable a worker to re-enter the labour market in employment that is suitable for the worker and the worker shall cooperate in all aspects of a labour market assessment or plan. The payment of the assessment and plan will be covered by WorkplaceNL, however where a worker was injured prior to January 1, 2002 and has received services under section 89 of the Workplace Health, Safety and Compensation Act as it read prior to January 1, 2002, the worker shall not be entitled to a labour market re-entry assessment or plan unless considered appropriate by WorkplaceNL.

The obligation to re-employ, as outlined above, is for occupational injuries and illnesses. For non-occupational injuries and illnesses, obligations will be met as covered under legislation, employer policy, the Collective Agreement and any other obligations the Town of Conception Bay South may have.

EFFECTIVE COMMUNICATION:

In the event of an injury, occupational or non-occupational, the Town will maintain contact with the injured worker. For non-occupational illnesses or injuries, if a physician determines that an employee is unable to return to work, modified or otherwise, for a period of two consecutive months, the employer will contact the employee. Once a functional abilities assessment determines that an employee is able to return to the pre-injury job but requires modified duties or alternate duties for a period of time than the employee's Supervisor will make contact with the worker at least once a week during the early and safe return to work process. This will be continued until an employee has been cleared to perform their regular duties with no restrictions.

PENALTIES FOR NON-COOPERATION:

Worker and Employer Non-Cooperation (Non-occupational injuries or illnesses)

It is expected that all parties will participate in the Disability Management Program as per their duties outlined in this policy. For an accommodation to be completed in a safe and timely manner, it is required that an employee have the appropriate documentation completed, including the Functional Abilities Form. If this is not completed, an accommodation will not be possible.

It is the obligation of the employer and employer representatives to participate in the Disability Management Program and accommodation process up to the point of undue hardship.

Worker Non-Cooperation (Work Related Injuries):

Where there has been a finding against a worker for non-cooperation, the worker will be given an opportunity to respond to WorkplaceNL regarding the reason for not cooperating. If WorkplaceNL determines that a worker is not cooperating in the early and safe return to work activities and does not have a legitimate reason, the worker will be notified (verbally, if possible, and in writing) of the obligation to cooperate in early and safe return to work, the finding of non-cooperation and the consequences of the finding.

If within one week of the non-cooperation notification from WorkplaceNL, the worker fails to demonstrate cooperation to the satisfaction of WorkplaceNL and does not have a legitimate reason for the non-cooperation, the worker's benefits shall be reduced, suspended or terminated. If a worker was in receipt of benefits at the time of the finding of non-cooperation, those benefits will be continued during the notice period.

If there is evidence that a worker has been formally notified in writing of non-cooperation in the early and safe return to work process in the past (same or different claim), WorkplaceNL will not provide a subsequent one week notification before benefits are reduced, suspended or terminated. However, the worker will be given an opportunity to cooperate before any finding of non-cooperation is made on the same or subsequent claim.

Employer Non-Cooperation (Work Related Injuries):

Before a penalty for non-cooperation is levied against the Town, the Town will be given an opportunity to respond to WorkplaceNL regarding the reason for not cooperating. If WorkplaceNL determines that the Town is not cooperating in the early and safe return to work activities and does not have a legitimate reason, the employer will be notified (verbally if possible, and in writing) of the obligation to cooperate in the early and safe return to work process, the finding of non-cooperation, and the consequences of the finding.

If within one week of the non-cooperation notification from WorkplaceNL, the Town fails to demonstrate cooperation and does not have a legitimate reason for not cooperating, WorkplaceNL shall levy a financial penalty on the employer not exceeding the cost to WorkplaceNL of providing the worker's benefits and may levy a penalty equal to the costs of return to work and labour market re-entry services during the period of non-cooperation.

The non-cooperation penalty is an amount owing to WorkplaceNL at the time that it is levied and will be added to the Town's assessment and payment will be enforced under Section 118 of the Workplace Health, Safety and Compensation Act. If the Town is considered a principal, contractor or subcontractor, as referred to in Section 120 of the Workplace Health, Safety and Compensation Act, and is not the injury employer, then the Town will not be held liable for a non-cooperation penalty charge.

If there is evidence that the Town has been formally notified in writing of non-cooperation in the early and safe return to work process in the past (same or different claim), WorkplaceNL will not provide a subsequent one week penalty. However, the Town will be given an opportunity to cooperate before any finding of non-cooperation penalty is levied on the same or subsequent claim. The Town can also launch an objection to the non-cooperation penalty. If this occurs, the penalty is still levied however the objection is considered before the penalty is enforced.

DISPUTE RESOLUTION (Work Related):

If a dispute or disagreement is identified, or there is evidence of difficulty, WorkplaceNL will contact both workplace parties to determine what assistance or information is required to initiate, maintain or restore cooperative activities. To facilitate self-reliance and remove barriers in the early and safe return to work process, WorkplaceNL shall provide:

1. Information to assist in assessing the workplace in terms of the worker's functional abilities, skills, knowledge and fitness to work;
2. Information regarding job/workplace accommodations; and
3. The offer of mediation services, if either of the workplace parties request mediation, or if WorkplaceNL determines that mediation will be helpful.

JOINT CONSULTATION (Work Related):

As per requirements of WorkplaceNL, the Town of Conception Bay South will ensure that the Disability Management Program is reviewed on an annual basis. This will take place with the Chief Administrative Officer (CAO), the OHS Coordinator, HR Coordinator, and the OHS Committee. The information that will be reviewed during the joint consultation includes the Disability Management Program, accident/incident log and accident/incident statistics for the previous year. Minutes will be recorded on the meeting by the OHS Coordinator.

ASSOCIATED DOCUMENTS:

WorkplaceNL Form 7 – Employer's Report of Injury
WorkplaceNL Form 6 – Worker's Report of Injury
WorkplaceNL Early and Safe Return to Work Plan
WorkplaceNL Form 8/10 – Physician's Report
Town of Conception Bay South Functional Abilities Form
Town of Conception Bay South and CUPE Local 3034 Collective Agreement

This policy rescinds all previous policies pertaining to this subject matter.

- carried unanimously

6. Order – 599 Conception Bay Highway

Resolution #17-488
Councillor Hillier/Councillor Bursey

Be it so resolved that the Order issued November 23, 2017, under the Municipalities Act, 1999, the Conception Bay South Waste Disposal and Property Regulations and the Occupancy and Maintenance Regulations ordering the removal of the wrecked and unused vehicles, lumber, garbage and waste materials situated on the property of 599 Conception Bay Highway be confirmed.

- carried unanimously

7. Financial and Administrative Services Committee Report

Resolution #17-489
Councillor Hillier/Councillor Butler

Be it so resolved that the recommendations/decisions made at the Financial and Administrative Services Committee Meeting of November 28, 2017 be accepted as presented.

- carried unanimously

8. RECOMMENDATIONS OF COMMUNICATIONS AND ECONOMIC DEVELOPMENT (Chair, Councillor Darrin Bent)

Presentation of recommendations of meeting held on November 27, 2017

1. Communications and Economic Development Committee Report

Resolution #17-490
Councillor Bent/Councillor Butler

Be it so resolved that the recommendations/decisions made at the Communications and Economic Development Committee meeting of November 27, 2017 be accepted as presented.

- carried unanimously

9. OTHER COMMITTEE REPORTS

Nil

10. NEW BUSINESS

Deputy Mayor Murphy

extended congratulations to Lieutenant Wayne Courage who recently retired from Bell Alliant. He had joined the Conception Bay South Fire Department in May 1988 as a Firefighter and has held both Lieutenant and Captain positions within the Volunteer component of the Conception Bay South Fire Department. Since joining in 1988, Wayne has been consistently active in training, operations as well as spearheading many social activities for the Department. In 2008, Wayne received both the Federal Firefighter Exemplary Service Medal as well as the Provincial Firefighter Long Service Medal – in 2018, Wayne will receive the 30 year bar for both the Federal and Provincial medals. Recently, Wayne became a trained Peer Supporter as chosen by his fellow Firefighters which speaks extremely well to Wayne's leadership abilities and integrity.

stated that the old "Hennessey's building" caught on fire again. This poses a major safety issue for residents and staff. He stated that the Town is investigating this matter.

Councillor Tilley

congratulated Kyle Slade for winning his third provincial youth bowling council title.

Councillor Bent

congratulated April Scott on Kids Campus grand opening on Sunday. He wished them luck.

reminded residents that this Sunday evening, December 10, 2017, is the annual Riley Mercer Toy Drive at the Salvation Army Church.

Councillor Butler

stated that she attended the purple ribbon ceremony to raise awareness of violence against women held on Monday, November 27, 2017.

Councillor Davis

expressed condolences to the family of Former Councillor Gerald Dawe.

Mayor French

stated that the All Saints School property is a safety concern within our town and advised residents that we are working to resolve the issue.

thanked residents of Seal Cove for their patience during the installation of water and sewer.

thanked the interim Chief Administrative Officer Terry Paddon for his service.

advised that the 2018 budget will be announced at the next Council meeting scheduled for December 19, 2017.

11. ADJOURNMENT

The meeting adjourned at 7:39 p.m.

Resolution #17-491

Councillor Tilley/Deputy Mayor Murphy

Be it so resolved that the meeting adjourn.

- carried unanimously

Terry French
Mayor

Richard Murphy
Deputy Mayor

Gail Pomroy
Town Clerk