

**PROVINCE OF QUEBEC
City of Côte Saint-Luc**

BY-LAW 2393

**BY-LAW 2393 ADOPTING
A CODE OF ETHICS AND GOOD
CONDUCT FOR THE
EMPLOYEES OF THE CITY OF
CÔTE SAINT-LUC**

At a Regular Monthly Meeting of the Council of Côte Saint-Luc, held at 5801 Cavendish Boulevard on October 22, 2012 at 8:00 pm and at which were present:

Mayor Anthony Housefather, B.C.L., L.L.B, MBA, presiding
Councillor Mike Cohen, B.A.
Councillor Steven Erdelyi, B.Sc., B. Ed.
Councillor Sam Goldbloom, B.A.
Councillor Ruth Kovac, B.A.
Councillor Allan J. Levine, B.Sc., M.A., DPLI
Councillor Glenn J. Nashen

Also present:

Me Jonathan Shecter, City Clerk, acting as Secretary of the Meeting

WHEREAS the *Municipal Ethics and Good Conduct Act*, which came into force on December 2, 2010, requires that every local municipality must adopt a code of ethics and good conduct applicable to its employees no later than December 2, 2012;

WHEREAS the City of Côte Saint-Luc wishes to adopt a code of ethics and good conduct for its employees that meets the requirements of the above-mentioned Act;

WHEREAS the formalities contemplated by the above-mentioned Act have been duly complied with including the obligation to have an employee consultation;

WHEREAS a notice of motion has been given, the draft By-Law has been tabled and the reading of the draft By-Law has been waived; and

WHEREAS a public notice in accordance with Article 12 of the Act has been given by the City Clerk;

THAT the Preamble hereto shall form an integral part hereof as if recited at length.

THAT this code of ethics and good conduct be and is hereby adopted to apply to every Employee of the City of Côte Saint-Luc, as follows:

SECTION 1: TITLE

The title of this Code is: "*Code of Ethics and Good Conduct for the Employees of the City of Côte Saint-Luc.*"

SECTION 2: DEFINITIONS

The following terms in this Code shall have the following meaning:

"Act" means the *Municipal Ethics and Good Conduct Act* (R.S.Q., c. E-15.1.0.1 (*Bill 109*; R.S.Q. 2010, c. 27)) pursuant to which this Code is adopted by the City.

“Benefit” includes, but is not limited to, an actual, offered, promised or potential: gift, donation, travel without a City purpose and/or City permission, hospitality, gratuity, privileges, entertainment, loan (other than personal loans from a lending institution), service, benefit, compensation, payment, value, remuneration, advance, commission, award, money (whatever its form) and money equivalents (e.g. stocks or other marketable securities), profit, indemnity, discount or retribution.

“City” means the City of Côte Saint-Luc and where appropriate in the circumstances, includes each division and department of the City as well as City committees and commissions.

“City Affiliates” collectively means, as the context requires, the City Customers, the City Suppliers and, where applicable, the Council and the donors and sponsors of the City.

“City Clerk” means the City Clerk employed as such by the City and includes the Assistant or Associate City Clerk and, where the foregoing persons are unavailable, the General Counsel or Treasurer.

“City Customers” mean the residents of the City as well as the customers and users of City Property, programs and services.

“City Manager” means the City Manager employed as such by the City and includes the Associate City Manager.

“City Property” means the Property belonging to the City.

“City Suppliers” means the actual, prospective and potential agents, consultants, contractors, suppliers, vendors, subcontractors and co-contractors of the City.

“Code” means this *Code of Ethics and Good Conduct for the Employees of the City Of Côte Saint-Luc* and its annexes, the whole as adopted, updated, amended and/or replaced by the City from time to time.

“Confidential Information” means information or records, regardless of its form, format or media (e.g. oral, audio, visual, written, graphic, digital, electronic, etc.) that is designated, intended or presumed to be confidential, privileged or non-public, belonging or relating to the City, City Affiliates, other Employees, etc., to which an Employee gains or is given access in the course of carrying out the duties of his or her office. Such information includes, but is not necessarily limited to, information that cannot be obtained under the *Act respecting access to documents held by public bodies and the protection of personal information* (R.S.Q., c. A-2.1), personal information of City Affiliates or other Employees, financial information, marketing and sales information, fund-raising and sponsorship information, employment-related information, contracts, tenders, quotations, business plans, strategies, studies, reports, presentations, products

and product plans, processes and procedures, methodologies, technical data, designs, drawings, formulas, inventions, work-product, etc.

“Conflict Of Interest” means the presence of an Interest sufficient to reasonably impair an Employee’s independence of judgement in carrying out his or her duties including, without limitation, the making of a decision or recommendation in respect of an actual or proposed City by-law including a zoning change; resolution; permit or minor exemption; the granting of a City Contract to a particular City Supplier; etc.

“Contract” means any oral or written contract or transaction between two or more other persons where there is an exchange of monetary and/or non-monetary consideration and obligations, including a donation, gift, payment requisition, purchase order, private contract, or tender in connection with the sale-purchase, rental, subscription, license or other supply of Property.

“Council” means, collectively, all the officials duly elected to sit on the City Council, including the Mayor and City Councillors.

“Director” means the director of the Employee’s department or where specifically qualified means the director of the department so indicated.

“Employee” means any person engaged from time to time by the City including, without limitation, full-time, part-time, seasonal and/or auxiliary employees, as the context requires. The term “Employee” excludes City Affiliates.

“General Counsel” means one or more General Counsel employed by the City and where applicable, includes the Assistant or Associate General Counsel.

“Influential Party” means a person who has or is capable of having actual, potential or apparent influence on an Employee or with whom the Employee displays or may display favouritism including, but not limited to, a parent, child, sibling, legal or common law spouse, in-law in the same degree as any of the foregoing, or another influential or intimate personal relationship.

“Interest” means a direct or indirect pecuniary or non-pecuniary interest that is purely private in nature.

“IT and Internet Assets” includes, but is not limited to, website(s), blog(s), chatroom(s), email(s), Internet, Intranet, social media, computers, laptops, mobile and smart phone(s), PDAs, tablets, printers, photocopiers, scanners, and other such device(s) and platforms.

“Key Person” means a person that directly or indirectly owns at least 10% of the voting shares or units, or financial interest, in a Legal Person, and/or otherwise controls it

including, without limitation, as a director, key officer or employee, partner, consultant, or as a key contact person to the City.

“Legal Person” means a company (or corporation), partnership, legal trust and such other non-individuals as recognized under Quebec and Canadian laws to the extent that each may apply.

“Line(s) of Management” means the superiors of an Employee in the vertical line including the Director of the Employee’s department and/or, where it is not appropriate or convenient for the Employee to refer to his or her Director, includes the Director of Human Resources, the General Counsel, the City Clerk, the City Manager, Council and/or the Mayor.

“Post-Term” means the period following the end of an Employee’s Term for so long as it is relevant as determined by the City.

“Property” means property that is movable or immovable, tangible or intangible, including land, parks, buildings, facilities, assets, IT and Internet Assets, services, goods, products, inventory, tools and tools of trade, resources, materials, supplies, equipment, machinery, vehicles, devices, sums of money in any form (e.g. cash, cheque, etc.), money equivalents, intellectual property, Records and Confidential Information.

“Record” means any material record, document or information of or pertaining to the City, in any form, format or media whatsoever (eg. oral, written, graphic, digital, electronic, etc.), whether also containing Confidential Information or not, to which the City’s document classification plan and/or retention schedule applies.

“Term” means the period of time an Employee is employed or is otherwise engaged by the City.

SECTION 3: PURPOSE OF THIS CODE

In compliance with the *Municipal Ethics and Good Conduct Act (Bill 109)*, assented to on December 2, 2010, the City of Côte Saint-Luc hereby adopts this Code as a statement of its ethical and core values, and as a guideline for the conduct of its Employees in the exercise of their duties during the Term (without the need to stipulate that it operates throughout the Term). Where also indicated, this Code applies in the Post-Term.

SECTION 4: INTRODUCTION

This Code is a statement of the ethical and other core values of the City as they relate to the Employees, and the standards of conduct required of the Employees connected to them.

Not every such value is mentioned. When not specifically mentioned, generally-accepted ethical standards apply. Furthermore, not every value mentioned has conduct expressed that is associated to it. When mentioned, the associated conduct is meant to exemplify and assist Employees in implementing the stated value, but does not limit it. **It is impossible to regulate the conduct of Employees in minute detail and stipulate or resolve every situation where a question of an Employee's ethics and good conduct may arise.** Rather, this Code establishes important ethical and behavioural rules, standards and principles for the Employees, who are expected to consider and apply these and other generally-accepted ethical standards routinely in the course of their duties and of their relationships to/with the City, other Employees and City Affiliates. Failure to act ethically even if not expressly mentioned here, may subject an Employee to the sanctions referred to in Section 10.

SECTION 5: SCOPE AND APPLICATION

Subject to the below, this Code applies to every Employee performing acts for or representing the City, or carrying out their duties generally, whether at the City workplace, on or in City Property, or elsewhere. If questions arise concerning compliance with this Code, an Employee should seek clarification from his or her Lines of Management.

Mandatory Versus Non-mandatory Rules: All of the rules and provisions expressed herein are mandatory except where they are preceded by a phrase like "every Employee is encouraged to...", in which case Employees are expected to comply to the best of his or her abilities and subject to feasibility.

Priority: This Code will be applied in conjunction with every other City policy, procedure and guideline. In the case of a conflict between this Code with another City policy, procedure or guideline treating an ethical issue, this Code shall prevail.

"Management rights" or "Droits de gérance": Nothing herein shall be interpreted as repealing, eliminating or restricting a Line of Management's management rights or "droits de gérance."

SECTION 6: VALUES AND CONDUCT

1. Value of Human Rights:

Employees shall preserve the dignity, respect and fundamental human rights and freedoms enshrined by the *Canadian Charter of Rights and Freedoms* (Part I of the *Constitution Act, 1982*) and the *Quebec Charter of Human Rights and Freedoms* (R.S.Q. c. C-12).

Associated Conduct: No Employee shall discriminate against anyone in their capacity as an Employee during the Term on grounds of race, religion, gender, language, marital status, age, or sexual orientation.

2. Value of Customer Service:

Employees shall make excellence in Customer service and Customer satisfaction their key priority. For this value, "Customer" shall mean the City and, depending on the circumstances, shall include a City Affiliate and/or another Employee or City.

Associated Conduct: Every Employee:

- A. Is a goodwill ambassador of the City and shall deal with his or her Customer, attentively, professionally, politely, efficiently and fairly.
- B. Shall follow up with his or her Customer to promptly resolve any outstanding issues or, if unfeasible, refer the Customer to a different Employee who can better assist.
- C. Shall escalate a dissatisfied Customer to his or her Lines of Management if the Employee cannot promptly and effectively resolve the situation.¹

3. Value of Honesty and Loyalty:

Employee shall act with honesty and integrity. Furthermore, Employees are the trustees of the City and third party Property and Records, entrusted to them or to which they gain or are given access by reason of employment. Ownership is not transferred to the Employee by reason of the fact that the Employee comes into possession or control of them.

Associated Conduct: Every Employee shall:

- A. Accurately and timely report and account for all City Contracts, City Property (including but not limited to money and inventory) and City Records that he or she receives or gains access to by reason of employment.
- B. Accurately and timely report and account for all third party Property (including money) that he or she receives or gains access to by reason of employment.
- C. Conduct City business at the level of authority required by City by-laws, resolutions, policies, guidelines and procedures.
- D. Return all City Property (including passwords, ID cards, access cards, keys, money, City tools, uniforms and other protective gear, mobile phones, laptops, etc.) in his or her possession or control upon the cessation of employment (whatever the reason) and before departing the City.

¹ Note that the City also has a harassment policy in place to help address harassment of staff by residents.

4. Value of Honour, Professionalism and Learning:

Employees shall act professionally and respect the honour attaching to their position of employment. Employees are encouraged to engage in continuous learning in order to enhance their professionalism on the job.

Associated Conduct: Every Employee shall safeguard the reputation of the City by acting in a dignified manner.

5. Value of Diligence and Prudence:

Employees shall perform their duties diligently, effectively, and with sound professional judgment.

6. Value of “The Public Interest”:

Employees understand that: (a) City Contracts and expenditure involve the spending of public money and therefore should have an underlying municipal aim or purpose; and (b) no spending or authorization of City Contracts may occur without the approval of the Council or an Employee delegated by Council pursuant to the City’s by-laws.

7. Value of Equity and Fairness:

Employees shall pursue equity and fairness in the course of their duties. The appearance of equity and fairness is as important as actual equity and fairness.

Associated Conduct: Every Employee:

A. Shall treat every City Affiliate and other Employee justly, and in accordance with the letter and spirit of the City’s by-laws, resolutions, policies, regulations and rules.

B. Is presumed to know the relevant municipal by-laws and regulations and all provincial and federal laws and regulations that apply to his or her position and functions within the City, and shall respect and comply with them.

8. Value of Positive Work Environment and Employee Relations:

Employees shall proactively do their part to create and foster a positive work environment for all Employees, and lead by example.

Associated Conduct: Every Employee shall:

A. Assist and cooperate professionally, politely, respectfully, efficiently and ethically with the City and the other Employees.

9. Value of Health and Safety:

Employees, by their actions, omissions and conduct, contribute to their own health and safety and that of other Employees, City Affiliates and other third parties.

Associated Conduct: Every Employee shall:

- A. Behave responsibly and refrain from creating or contributing to a health and safety risk.
- B. Wear, use and responsibly treat any health and safety protective uniforms, gear and equipment furnished by the City, and follow the City's health and safety policies, procedures and guidelines, where applicable.
- C. Use and operate City Property safely; as intended to be used and operated.
- D. Immediately report lost or damaged protective uniforms, equipment and gear to the Director of their department and to the Director of Human Resources.

10. Value of Assisting the City:

Employees, as regular participants in City business, shall assist the City in its affairs.

Associated Conduct: Every Employee shall:

- A. Promptly report to the Director of his or her department any defaults on the part of a City Customer or City Supplier (e.g., equipment malfunctions) of which the Employee becomes aware. The Director shall then report this to the City Clerk.
- B. Immediately bring any legal document (e.g., claim or default letter, subpoena, etc.) or access to information request to the attention of the City Clerk.
- C. Except where this conflicts with an Employee's own direct personal legal interests, every Employee shall, during the Term and Post-Term, promptly assist the City in the City's legal and litigation claims and investigations and preserve their confidentiality except on a strictly need-to-know basis or as required by law.

11. Value of Confidentiality:

Certain City records and City business contain City or third party Confidential Information and Employees shall treat City Records and City business as confidential.

Associated Conduct: During the Term and the Post-Term, every Employee shall:

- A. Safeguard the City and third party Confidential Information and Records; use them in respectful manner solely in the ordinary course of City business; and not disclose them without prior written consent, except to his or her Lines of Management, another Employee, or City consultant (e.g. the City's outside auditors or legal advisers) on a need-to-know basis; or as required by law (including access to information law as per Section 10(B)), law enforcement, EMS or *Urgences Santé*. Requests for access to information must be given to the City Clerk to deal with.
- B. Refrain from improperly using or disclosing, or attempting to use or disclose Confidential Information and Records of the City, as well as the personal and

Confidential Information of third parties (including City Affiliates or other Employees).

- C. Respect and implement the City's document classification and record retention plan established by the City Clerk's department and shall not, at any time, improperly alter, tamper with, conceal, misappropriate, destroy, delete or erase City Records.

12. Value of Communication:

The Mayor is the official spokesperson of the City although he or she may expressly delegate this task from time to time.

Subject to confidentiality, Employees shall keep open lines of communication with his or her Lines of Management and Council.

Associated Conduct: Every Employee:

- A. Is free to respectfully express his or her concerns and informed opinions to his or her Lines of Management and Council.
- B. Shall refrain from using City, private or third party resources including, but not limited to, the Internet, emails, chat rooms, blogs and the social media to disparage the City, Council, or another Employee.
- C. Shall immediately direct all external requests for information and disclosure of City Records (apart from Media requests) to the City Clerk.
- D. Shall immediately direct all Media requests to the Director of Public Affairs and Communications, who in turn, shall direct it to the Mayor.
- E. Gives his or her opinions or endorsements to third parties on matters unrelated to City business strictly as a private citizen without involving, compromising or obligating the City, and without quoting or referencing the City or any Confidential Information to which the Employee might be privy.

13. Value of Respect for City Property

Certain City Property (e.g. uniforms and other protective gear, tools of trade, machinery, vehicles, inventory, access cards, ID cards, passwords, keys to City facilities, etc.) may be provided to the Employees for the purpose of their duties. Their loss, damage, abuse or misuse leads to increased costs and inconvenience to the City.

Associated Conduct: Every Employee shall:

- A. Respect and reasonably safeguard City Property, and use them only in the ordinary course of City business.

B. Restrict his or her personal use of IT and Internet Assets to occasional, reasonable use.

14. Value of Environmental Sustainability:

Subject to tender laws and the cost-benefit-effectiveness feasibility for the City, Employees are encouraged to be conscious of the environmental impact of their actions, decisions and recommendations, and to consider sustainable alternatives. Employees are furthermore encouraged to follow the City's waste sorting and disposal policies and procedures.

15. Value of Bilingual Status:

The City has bilingual status and Employees shall, to the extent of their linguistic ability, serve a City Affiliate in the French or English language as preferred by the City Affiliate.

Associated Conduct: Every Employee shall, to the best of his or her ability, serve a City Affiliate in the language (French or English) of preference of such City Affiliate, and provide City documents in the language-version requested provided they exist in such language-version. In the event an Employee is unable to do so, the Employee shall immediately find another Employee that can do so.

16. Value of Impartiality (Avoidance of Conflict of Interest): *Subject to Sections 7-8:*

Employees shall, in the ordinary course of his or her duties, place the Interests of the City above the Interests of the Employee and third parties, and act impartially, without Conflict of Interest, collusion, concealment, deception or favouritism. Avoiding the appearance of a Conflict of Interest, etc., is as important as avoiding actual Conflict of Interest, etc.

Associated Conduct: Subject to Sections 7-8, every Employee shall:

- A. Refrain from using his or her position to influence or attempt to influence a decision or outcome that improperly favours or furthers the Interests of the Employee or a third party.
- B. Refrain from having a direct or indirect personal Interest in a City Contract.
- C. Immediately disclose to his or her Lines of Management situations that do, may, or appear to involve a Conflict of Interest, including but not limited to where the Employee or an Influential Person:
 - (i) Directly, or as a Key Person in a Legal Person does or wishes to do, business with the City;
 - (ii) Acts as a broker, finder, or other intermediary for the benefit of a third party in an actual or potential City Contract;

- (iii) Uses or discloses, for the personal gain of the Employee or a third party, any City Records or Confidential Information.
- (iv) Is involved in any other situation that might influence, tempt or discourage the Employee from acting in any manner other than the best interests of the City.
- (v) Is offered or receives a non-exempt Benefit from a third party that does or wishes to do business with the City, has an Interest in a City Contract or is otherwise in a situation of Conflict of Interest with the City.

D. Meetings with City Suppliers: Every Employee shall:

- (i) When meetings with a City Supplier is required or appropriate for the conduct of City business, meet such City Supplier solely at the City's workplace or a neutral work-related venue (e.g., a training venue, conference or seminar), subject to subparagraph (ii) below.
- (ii) If a meeting with a City Supplier is appropriate to be held elsewhere than at the City's workplace or a neutral work-related venue as mentioned in subparagraph (i) above, the meeting place must be at another generally-accepted venue (including the City Supplier's workplace), however in this case, the Employee shall be in the presence of another Employee. Should such meeting take place at a restaurant or other like third party venue which customarily charges for food and beverages, the City Supplier shall not pay for any of the Employee's food or beverages or vice versa.
- (iii) Participate in a City Supplier's sales pitch, product trial and/or site visit prior to Contract (where information on its products or pricing will go beyond what is publicly available from the City's Supplier's web site or catalogue) in the presence of another Employee working in the City's Purchasing Department.

The City's Contract Management Policy, published on the City website, applies to every Employee in addition to City Suppliers.

17. Value Relating to Benefits: Subject to Sections 7-8:

Benefits offered or conferred upon Employees by third parties could have or appear to have the intent or effect of influencing a decision or outcome by that Employee. Employees must exercise extreme caution and care to respect these rules before accepting a Benefit from a third party including a City Supplier. Avoiding the appearance of influence is as important as avoiding actual influence.

Associated Conduct: Subject to Sections 7-8, every Employee shall:

- A. Refrain from soliciting, accepting or receiving a Benefit (even an exempt Benefit) from any third party, whatever its value, that does, may or appears to impair independence of judgment and integrity in the performance of his or her duties.
- B. Refuse a Benefit that is not exempt under Section 7.
- C. As regards exempt Benefits (per Section 7), choose one of the following options:
- (i) Share that exempt Benefit with other Employees if it is capable of being shared (e.g. a box of chocolates);
 - (ii) Offer that exempt Benefit to an Employee lottery where a neutral party (such as an Employee from a different City department or a software program) shall randomly blind-pick an Employee to win the exempt Benefit as a prize.
 - (iii) Remit to the City or a third party charity or non-profit organization, that exempt Benefit as a fundraising prize or door prize.

SECTION 7: EXEMPTIONS

- A) A Contract, Benefit or Interest conferred on or received by an Employee from the City directly or indirectly by reason of employment is deemed exempt, and does not violate this Code where:
- It was conferred on the Employee before becoming employed by the City, relates to the Employee's employment contract with the City, or is used by the Employee during the Term in the ordinary course of his her duties (e.g. a tool of trade); or
 - It is offered by the City to all Employees or to a category of employees to which the Employee belongs or to promote the City, or City Property or services, or to encourage the Employee's civic responsibility; or
 - It is conferred on the Employee purely in his or her personal capacity or without preferential conditions; or
 - It is required by the City for reasons of the public interest in circumstances of emergency, irresistible force, *force majeure*, *cas fortuit*, Act of God or as permitted by law;
- B) A Contract, Benefit or Interest conferred on or received by an Employee from a third party directly or indirectly by reason of employment is deemed exempt, and does not violate this Code where:

- It involves the giving by the same donor (e.g. a City Affiliate) one (1) time per calendar year, at Christmas or other major holiday, solely as a mark of courtesy, hospitality, or celebration of that holiday, and it would reasonably be perceived by either the donor, or the Employee, as rude, disrespectful, discourteous or inhospitable if refused; and
- It consists of confectionaries, holiday products or spirits valued at \$50.00 or less; and
- It does not place, or appear to place the Employee in a situation of Conflict Of Interest, and does not constitute or appear to constitute a bribe or payoff; and
- It does not involve a preferential condition, expectation or promise of advancement of the Interests of the Employee or the donor; and
- It does not violate any law, another provision of this Code or other City policy or procedure; and
- Public disclosure of the facts would not embarrass the City or compromise the legal or ethical interests of the City.

SECTION 8: DISCLOSURE AND ABSTENTION

Other than the exempt Benefits (Section 7), where an Employee (or his or her Influential Party) has, receives or is promised a Contract, Benefit or Interest directly or indirectly in connection with any matter related to the Employee's functions in which an Employee does, can or may influence the outcome, the Employee shall disclose the nature and circumstances thereof in writing to his Lines of Management. Furthermore, the Employee shall abstain from deciding on that matter or from attempting to influence the outcome, unless the Interest is so minor, as determined by his Lines of Management, that the Employee could not reasonably be influenced by it.

SECTION 9: COMPLAINT AND INVESTIGATION PROCEDURE

Any Employee (called the "Complainant" for this Section) wishing to report an alleged violation of this Code or of generally accepted ethical standards by another Employee (called the "Impugned Employee") shall do so in writing, stating the name of the impugned Employee and by providing a clear and detailed statement of all the facts supporting the complaint including the dates, times and other pertinent details of the alleged violation. The Complainant shall date and sign the complaint and promptly submit it to the Director of Human Resources who shall, in turn, notify Council. Subject

to the investigation process outlined below and furthermore except on a need-to-know-basis or as permitted or required by law, the identity of the Complainant shall not be disclosed to the Impugned Employee.

Upon receipt of a complaint, the City may investigate the alleged violation by holding informal closed hearings for this purpose, in the manner it considers appropriate. The City may appoint a panel of up to two (2) neutral Employees to conduct the investigation and/or the hearings on the City's behalf comprised of an Employee, with a preference being from the Human Resources Department and a City lawyer if available. The City may also appoint substitute(s) to replace the panel members should this become necessary or appropriate, in the City's opinion, during any investigation or hearing.

Every Employee concerned shall be entitled to make a statement and give evidence at the closed hearing in order to explain or defend his or her position. He or she shall be heard outside of the presence of every other Employee (including the Complainant and the Impugned Employee), except for the panel who is mandated to investigate and/or hear the complaint.

The City may dismiss the complaint if it is of the opinion that it is tardy, frivolous, vexatious or clearly unfounded, or if the Complainant refuses or fails to provide the City with any information or documents requested or required. Alternatively, should the City reasonably believe that a violation of this Code or of generally accepted ethical standards has been committed by the Impugned Employee, the City shall indicate its decision in writing to the Impugned Employee stipulating its grounds in which case the City may also sanction him or her in accordance with Section 10. The City's decision in every regard shall be final, binding and without appeal.

SECTION 10: SANCTIONS

Subject to the Section 7 exemptions and any contract of employment, following an investigation contemplated by Section 9, should the City find that a violation of this Code or of generally accepted ethical standards has been committed by an Employee, the City may, in its discretion, impose a sanction warranted by the nature and seriousness of the violation.

SECTION 11: ADOPTION

This Code and any future revisions or replacements shall be adopted pursuant to a by-law adopted at a regular public meeting of Council.

SECTION 12: FINAL

Any reference in this Code to other legislation is not meant to be limitative. Other provisions of law, regulation or contract may apply to the Employees and their conduct including, without limitation and in no particular order, the *Labour Code* (R.S.Q. c. 27), *An Act Respecting Occupational Health and Safety* (R.S.Q., c. S-2.1), the *Civil Code* (L.Q. 1991, c. 64), the *Cities and Towns Act* (R.S.Q., c. C-19), the *Criminal Code* (R.S.C. 1985, c. C-46), the *Lobbying Transparency and Ethics Act* (R.S.Q., c. T-11.011), their employment contract and any applicable collective agreement. Every Employee is responsible for familiarizing himself or herself with the same and complying therewith. The provisions of this Code are furthermore not intended to constitute a legal opinion or advice, or an interpretation of the laws applicable to employees.

SECTION 13: ACKNOWLEDGEMENT OF RECEIPT

Every current Employee will be given a copy of this Code in French and in English following its adoption and is required to read it. Following its adoption, every new Employee must be given a copy of this Code and shall acknowledge receipt of, and having read, the Code using the form provided in Annex "A" hereto.

(s) Anthony Housefather

ANTHONY HOUSEFATHER
MAYOR

(s) Jonathan Shecter

JONATHAN SHECTER
CITY CLERK

CERTIFIED TRUE COPY



JONATHAN SHECTER
CITY CLERK

Annex "A"

ACKNOWLEDGEMENT OF RECEIPT

I, *[insert full name in printed letters]* _____,

acknowledge that I have received a copy of the *Code of Ethics and Good Conduct for the Employees of the City of Côte Saint-Luc* and have read it.

Signature: _____

Date: _____

BY-LAW No. 2393

BY-LAW 2393 ADOPTING A CODE OF ETHICS
AND GOOD CONDUCT FOR THE EMPLOYEES
OF THE CITY OF CÔTE SAINT-LUC

ADOPTED ON: October 22, 2012

IN FORCE ON: November 7, 2012

CERTIFIED TRUE COPY