# The Corporation of the City of Sault Ste. Marie
# Regular Meeting of City Council
# Agenda

Monday, August 22, 2016
4:30 p.m.
Council Chambers
Civic Centre

---

Pages

**1. ADOPTION OF MINUTES** 19 - 32

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2016 07 18 be approved.

**2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA**

**3. DECLARATION OF PECUNIARY INTEREST**

**4. APPROVE AGENDA AS PRESENTED**

Mover Councillor S. Hollingsworth
Seconder Councillor M. Bruni

Resolved that the Agenda for 2016 08 22 City Council Meeting as presented be approved.

**5. PROCLAMATIONS/DELEGATIONS**

**5.1 Lottery and Gaming Pursuit Project Update**

Tom Vair, Executive Director, Sault Ste. Marie Innovation Centre

**5.2 Parks and Recreation Master Plan** 33 - 96

Virginia McLeod, Manager of Recreation and Culture

Powered By: eSCRIBE MEETINGS, EVOLVED

## 6. COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that all the items listed under date 2016 08 22 – Agenda item 6 – Consent Agenda be approved as recommended.

### 6.1 Correspondence

### 6.1.1 Lieutenant Governor of Ontario 97 - 97

### 6.2 Community Poverty Reduction Strategy 98 - 132

Mover Councillor S. Hollingsworth
Seconder Councillor M. Bruni

Whereas numerous organizations in Sault Ste. Marie have been working to reduce the impact of poverty on the health and wellbeing of the City's citizens and have undertaken numerous consultations and studies to address this complex issue; and

Whereas a Poverty Roundtable was formed in the spring of 2015, chaired by representatives of the United Way of Sault Ste. Marie and District, Algoma Public Health and NORDIK (a community-based research institute affiliated with Algoma University) to facilitate development of an action plan to reduce poverty in Sault Ste. Marie; and

Whereas the Poverty Roundtable has established five priority areas: food security; essential services; community engagement; housing; and workforce participation; and

Whereas the Poverty Roundtable presented its draft Strategic Action Plan to City Council on July 18, 2016;

Now Therefore Be It Resolved that Sault Ste. Marie City Council endorse the draft Strategic Action Plan prepared by the Sault Ste. Marie Poverty Reduction Roundtable.

### 6.3 Temporary Street Closure – District of Sault Ste. Marie Social Services Administration Board 133 - 134

A letter of request for a temporary street closing in conjunction with the District of Sault Ste. Marie Social Services Administration Board neighbourhood street party is attached for the consideration of Council.

- Albion Street from Chapple Avenue to southern dead end of Albion Street – August 25, 2016 – 9 a.m. to 4 p.m.

The relevant By-law 2016-129 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.4 Temporary Street Closure – Greyhound Season Opener Party** 135 - 140

A letter of request for a temporary street closing in conjunction with Greyhound Season Opener Party is attached for the consideration of Council.

- Queen Street East from Elgin Street to Dennis Street – September 23, 2016 – 3 p.m. to 9 p.m.

The relevant By-law 2016-133 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.5 Extension of Liquor Licenced Areas – Greyhound Season Opener Party** 141 - 141

A request for a letter of non-objection for extension of liquor licenced areas at various locations on City property is attached for the consideration of Council. The Queenstown BIA has listed fourteen potential businesses, four of which will ultimately be the subject of the liquor licence extensions.

Mover Councillor S. Hollingsworth
Seconder Councillor M. Bruni

Resolved that City Council has no objection to the proposed extended licenced areas as detailed in the written request for liquor licence extensions on City property for an outdoor event on the following date and time:

Greyhound Season Opener Party

- September 23, 2016 – various locations – Queen Street East between Elgin Street and Dennis Street – 4 p.m. to 7 p.m.

**6.6 Port of Algoma – Request for Extension to Contribution Agreements** 142 - 143

A report of the Chief Administrative Officer is attached for the consideration of Council.

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that the report of the Chief Administrative Officer dated 2016 08 22 concerning a request to amend the Contribution Agreements with FedNor and NOHFC for the Port of Algoma project be approved; further that the project end date be extended from December 31, 2016 to December 31, 2017.

**6.7 Budget Formula Guideline – Annual Operating Budgets** 144 - 150

A report of the Chief Administrative Officer is attached for the consideration of Council.

Mover Councillor S. Hollingsworth
Seconder Councillor F. Fata

Resolved that the report of the Chief Administrative Officer dated 2016 08 22

concerning Budget Formula Guideline – Annual Operating Budget be received and that a budget formula of a 5 year average for the Ontario Consumer Price Index (excluding energy), 5 year average MPAC Market Change and a 0.25% investment factor be approved to guide development and consideration of the 2017 and future year annual operating budgets.

**6.8 Lottery and Gaming Pursuit Project Update** 151 - 158

A report of the Chief Administrative Officer is attached for the consideration of Council.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that the report of the Chief Administrative Officer dated 2016 08 22 concerning an update of the Sault Ste. Marie Innovation Centre's Lottery and Gaming Pursuit Project be received as information.

**6.9 Property Tax Appeals** 159 - 161

A report of the City Tax Collector is attached for the consideration of Council.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that the report of the City Tax Collector dated 2016 08 22 concerning Property Tax Appeals be received and that the tax records be amended pursuant to sections 354 and 357 of the *Municipal Act.*

**6.10 Tender for Roof Replacement – Regional Emergency Services Centre Storage Building** 162 - 164

A report of the Manager of Purchasing is attached for the consideration of Council.

The relevant By-law 2016-132 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated 2016 08 22 be received and that the tender for Roof Replacement for the Storage Building at the Regional Emergency Services Centre be awarded to Maverick & Son Exteriors & Consulting Services Inc. at their low tendered price, meeting specifications, of $305,900.00 plus allowances of $29,000.00 and HST; further that the City's Consultant, Elliott Engineering Inc., be authorized to provide a Letter of Intent formally authorizing Maverick & Son Exteriors & Consulting Services Inc. to proceed with this project; and further that the allocation of $35,000.00 from the Fire Capital Equipment Reserve be approved.

**6.11 Tender for Roof Replacement – Sault Ste. Marie Museum** 165 - 167

A report of the Manager of Purchasing is attached for the consideration of Council.

The relevant By-law 2016-131 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Mover Councillor S. Hollingsworth
Seconder Councillor F. Fata

Resolved that the report of the Manager of Purchasing dated 2016 08 22 be received and that the tender for Roof Replacement at the Sault Ste. Marie Museum be awarded to 1372055 Ontario Limited o/a Pro North Roofing at their low tendered price, meeting specifications, of $250,000.00 and HST; further that the City's Consultant, Elliott Engineering Inc., be authorized to provide a Letter of Intent formally authorizing 1372055 Ontario Limited o/a Pro North Roofing to proceed with this project.

## 6.12 Retention of Restructuring Lawyer Fee Update 168 - 169

A report of the Chief Financial Officer/Treasurer is attached for the consideration of Council.

Mover Councillor S. Hollingsworth
Seconder Councillor F. Fata

Resolved that the report of the Chief Financial Officer/Treasurer dated 2016 08 22 regarding the approval of an additional $100,000 to the upset limit for the services of a restructuring lawyer to represent the City’s interest in the CCAA protection proceedings of Essar Steel Algoma Inc. be approved and that the services be funded from the Contingency Reserve.

## 6.13 Outside Agency Budget Presentations 170 - 173

A report of the Chief Financial Officer/Treasurer is attached for the consideration of Council.

Mover Councillor S. Hollingsworth
Seconder Councillor F. Fata

Resolved that the report of the Chief Financial Officer/Treasurer dated 2016 08 22 concerning Outside Agency Budget Presentations be received as information.

## 6.14 Animal Control Enforcement and Shelter Services 174 - 177

A report of the Chief Financial Officer/Treasurer is attached for the consideration of Council.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that the report of the Chief Financial Officer/Treasurer dated 2016 08

22 concerning the review of the provision of animal control by-law enforcement and shelter services be received and that staff be directed to work with the current service provider, the Sault Ste. Marie and District SPCA, in recommending the preferred option.

**6.15 Six Month Financial Report – June 30, 2016** 178 - 199

A report of the Manager of Audits and Capital Planning is attached for the consideration of Council.

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that the report of the Manager of Audits and Capital Planning dated 2016 08 22 concerning Six Month Financial Report to June 30, 2016 be received as information.

**6.16 Ombudsman Investigation – 2015 10 13 Closed Meeting** 200 - 211

A report of the Deputy CAO / City Clerk – Corporate Services is attached for the consideration of Council.

Mover Councillor S. Hollingsworth
Seconder Councillor F. Fata

Resolved that the report of the Deputy CAO / City Clerk – Corporate Services dated 2016 08 22 concerning Ombudsman Investigation – 2015 10 13 Closed Meeting be received as information.

**6.17 Code of Conduct Review Committee** 212 - 213

A report of the Deputy City Clerk is attached for the consideration of Council.

Mover Councillor S. Hollingsworth
Seconder Councillor M. Bruni

Resolved that the report of the Deputy City Clerk dated 2016 08 22 concerning Code of Conduct Review Committee be received and that Mayor Christian Provenzano, three members of City Council (to be named), City Solicitor Nuala Kenny, Deputy CAO and City Clerk – Corporate Services Malcolm White and Deputy City Clerk Rachel Tyczinski be appointed to the Code of Conduct Review Committee.

**6.18 Deputy CAO, Community Development and Enterprise Services** 214 - 215

A report of the Deputy City Clerk is attached for the consideration of Council.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that the report of the Deputy City Clerk dated 2016 08 22 regarding Deputy CAO, Community Development and Enterprise Services be received

and that Council authorize the filling of this position through a selection process; further that Councillor R. Niro be appointed to the selection committee.

**6.19 Ontario 150 Community Celebration Program – Funding Application** 216 - 217

A report of the Manager of Recreation and Culture is attached for the consideration of Council.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that the report of the Manager of Recreation and Culture dated 2016 08 22 concerning Ontario 150 Community Celebration Program – Funding Application be received and that staff be authorized to apply to the Province of Ontario – Ontario 150 Community Celebration Program for financial assistance for the City's Canada 150 Celebrations in 2017.

**6.20 Ontario 150 Community Capital Program – Grant Application** 218 - 225

A report of the Manager of Recreation and Culture is attached for the consideration of Council.

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that the report of the Manager of Recreation and Culture dated 2016 08 22 concerning Ontario 150 Community Capital Program – Grant Application be received and that staff be authorized to submit an application for the Strathclair Sports Complex Lighting Project and Facility Updates.

**6.21 Cultural Policy Revisions** 226 - 249

A report of the Manager of Recreation and Culture is attached for the consideration of Council.

Mover Councillor S. Hollingsworth
Seconder Councillor M. Bruni

Resolved that the report of the Manager of Recreation and Culture dated 2016 08 22 concerning revisions to the Cultural Policy for the Corporation of the City of Sault Ste. Marie be received and that City Council approve the revisions as endorsed by the Cultural Advisory Board.

**6.22 Huron Central Railway Agreements – Francis Street Crossing** 250 - 251

A report of the Design and Construction Engineer is attached for the consideration of Council.

The relevant By-laws 2016-125 and 2016-127 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.23 **Biosolids Management** 252 - 253

A report of the Land Development and Environmental Engineer is attached for the consideration of Council.

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that the report of the Land Development and Environmental Engineer dated 2016 08 22 concerning Biosolids Management be received and that a Statement of Interest Request be issued.

6.24 **McNabb Street and St. Georges Avenue Environmental Assessment – Engineering Agreement** 254 - 255

A report of the Director of Engineering is attached for the consideration of Council.

The relevant By-law 2016-128 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.25 **Amendment to User Fee By-law 2016-3** 256 - 257

A report of the Deputy Fire Chief – Prevention and Public Education is attached for the consideration of Council.

The relevant By-law 2016-130 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.26 **Ken Danby Art Loan Agreement** 258 - 259

A report of the Legal Department is attached for the consideration of Council.

The relevant By-law 2016-126 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.27 **Micro Focus Software Licensing Fees** 260 - 264

A report of the City Solicitor is attached for the consideration of Council.

The relevant By-law 2016-122 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that the report of the City Solicitor dated 2016 08 22 concerning Micro Focus Software Licencing be received and that Council authorize the one-time payment to Micro Focus in the amount of $178,073.34, such payment to come from the Contingency Reserve.

6.28 **Demolition – 127 and 129 Gore Street** 265 - 266

A report of the Director of Planning and Enterprise Services is attached for the consideration of Council.

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that the report of the Director of Planning and Enterprise Services dated 2016 08 22 be received and that City Council authorize a contract change order to the Gore Street reconstruction project in the amount of $139,000 plus non-refundable HST for the demolition of the buildings at 127 and 129 Gore Street with this cost to be taken from the Property Purchase Reserve Fund.

**6.29 Rental Housing Incentive Program – 6** 267 - 270

A report of the Director of Planning and Enterprise Services is attached for the consideration of Council.

Mover Councillor S. Hollingsworth
Seconder Councillor M. Bruni

Resolved that the report of the Director of Planning and Enterprise Services dated 2016 08 22 be received and that City Council authorize a three year incremental tax rebate program for 46 Melrose Avenue subject to:

1. That the municipal rebate apply only to the increase in assessment resulting from new construction , and
2. After the rebate program is completed, the full municipal taxes will apply.

**6.30 Community Adjustment Program Update** 271 - 274

A report of the Director of Planning and Enterprise Services is attached for the consideration of Council.

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that the report of the Director of Planning and Enterprise Services dated 2016 08 22 concerning Community Adjustment Program Update be received as information.

**6.31 Community Development Award 2016** 275 - 280

A report of the Planner is attached for the consideration of Council.

Mover Councillor S. Hollingsworth
Seconder Councillor M. Bruni

Resolved that the report of the Planner dated 2016 08 22 concerning the Community Development Award 2016 be received and that City Council award

the Community Development Award 2016 to The Heritage Discovery Centre, located at 800 Bay Street.

6.32 **Municipal Law Enforcement Officers – Appointment** 281 - 284

A report of the Manager of Transit and Parking is attached for the consideration of Council.

The relevant By-law 2016-120 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.33 **Traffic By-Law Amendment** 285 - 286

A report of the Manager of Transit and Parking is attached for the consideration of Council.

The relevant By-law 2016-114 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

## 7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

### 7.1 ADMINISTRATION

### 7.2 COMMUNITY SERVICES DEPARTMENT

### 7.3 ENGINEERING

### 7.4 FIRE

### 7.5 LEGAL

### 7.6 PLANNING

### 7.7 PUBLIC WORKS AND TRANSPORTATION

### 7.8 BOARDS AND COMMITTEES

## 8. UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL

### 8.1 Feeding Pigeons on Public Property

Mover Councillor S. Myers
Seconder Councillor S. Hollingsworth

Whereas City By-law 2005-37 prohibits the feeding of pigeons on private property but not on City property; and

Whereas citizens have expressed a desire to minimize the pigeon population in parks and other public spaces to promote cleanliness and reduce nuisance;

Now Therefore Be It Resolved that the Legal Department be requested to

review By-law 2005-37 and report back to City Council by October 24, 2016 with any recommendations to amend the by-law.

## 8.2 Funding Opportunities – Splash Park

Mover Councillor S. Myers
Seconder Councillor P. Christian

Whereas the Mayor's Committee on Canada 150 has identified Provincial and Federal Canada 150 infrastructure funding programs; and

Whereas it is most desirable to use any and all eligible funding to create a new feature that can enhance our quality of life in community recreation facilities and be our City's Canada 150 legacy project; and

Whereas a splash park has been identified as a priority project by the public a number of times, most recently through public input sessions for the Parks and Recreation Master Plan; and

Whereas City Council has received preliminary information from previous staff reports about development of a splash park;

Now Therefore Be It Resolved that staff be directed to look into any funding opportunities for the development of a splash park feasibility study that would provide information including:

1. total project costs
2. funding sources
3. location of the splash park
4. time lines for "shovel-in-the-ground"

## 8.3 Textile Recycling

Mover Councillor R. Niro
Seconder Councillor S. Butland

Whereas waste diversion directs garbage away from landfills through reuse, recycling, composting or gas production; and

Whereas waste diversion extends the life of landfills, creates jobs, and in some cases can create revenue; and

Whereas a recent study in Ontario concluded that 85% of discarded textiles end up in a landfill site, leaving only 15% that are recycled or reused; and

Whereas the recycling of textiles could be a reasonable addition to the City's present Waste Management program, both financially and logistically;

Now Therefore Be It Resolved that the Department of Public Works and Transportation be requested to investigate the feasibility of textile recycling being added to our present recycling program and report back to City Council.

## 9. COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION

## 10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

## 11. CONSIDERATION AND PASSING OF BY- LAWS

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that all By-laws under item 11 of the Agenda under date 2016 08 22 be approved.

### 11.1 By-laws before Council TO BE PASSED which do not require more than a simple majority

### 11.1.1 By-law 2016-102 (Agreement) ATU Local 1767 287 - 336

Council Report was passed by Council resolution on June 22, 2015.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-102 being a by-law to authorize the execution of an agreement between the City and Amalgamated Transit Union (Local 1767) for the term commencing February 1, 2015 to January 31, 2019 be passed in open Council this 22nd day of August, 2016.

### 11.1.2 By-law 2016-103 (Agreement) CUPE Local 3 CSD 337 - 390

Council Report was passed by Council resolution on April 27, 2015.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-103 being a by-law to authorize the execution of an agreement between the City and Local No. 3, Chartered by The Canadian Union of Public Employees – Community Services Department for the term commencing February 1, 2015 to January 31, 2019 be passed in open Council this 22nd day of August, 2016.

### 11.1.3 By-law 2016-104 (Agreement) CUPE Local 67 391 - 452

Council Report was passed by Council resolution on April 27, 2015.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-104 being a by-law to authorize the execution of an agreement between the City and Local 67, Canadian Union of Public Employees for the term commencing February 1, 2015 to January 31, 2019 be passed in open Council this 22nd day of August, 2016.

**11.1.4 By-law 2016-105 (Agreement) CUPE Local 3 PWT** 453 - 514

Council Report was passed by Council resolution on April 27, 2015.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-105 being a by-law to authorize the execution of an agreement between the City and Local 3, Canadian Union of Public Employees – Public Works and Transportation Department for the term commencing February 1, 2015 to January 31, 2019 be passed in open Council this 22nd day of August, 2016.

**11.1.5 By-law 2016-106 (Agreement) USW Local 2251** 515 - 541

Council Report was passed by Council resolution on May 25, 2015.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-106 being a by-law to authorize the execution of an agreement between the City and United Steel, Paper, Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) for the term commencing February 1, 2015 to January 31, 2018 be passed in open Council this 22nd day of August, 2016.

**11.1.6 By-law 2016-111 (Agreement) Black Road Widening** 542 - 546

Council Report was passed by Council resolution on July 18, 2016.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-111 being a by-law to authorize the execution of a Letter of Licence between Her Majesty the Queen in the Right of the Province of Ontario, representative by the Minister of Transportation for the Province of Ontario (the Ministry) and the City to allow the City access to provincial lands for the widening of Black Road be passed in open Council this 22nd day of August, 2016.

**11.1.7 By-law 2016-114 (Traffic) 77-200** 547 - 547

A report from the Manager of Transit and Parking is on the Agenda.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-114 being a by-law to amend Schedule "V" of Traffic By-law 77-200 and to repeal By-law 2005-143 which amends Traffic By-law 77-200 be passed in open Council this 22nd day of August, 2016.

**11.1.8 By-law 2016-120 (Parking) Municipal Law Enforcement Officers** 548 - 550

A report from the Manager of Transit and Parking is on the Agenda.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-120 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council on the 22nd day of August, 2016.

**11.1.9 By-law 2016-121 (Surplus Property) 317 Bloor Street West** 551 - 552

Council Report was passed by Council resolution on July 18, 2016.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-121 being a by-law to declare the City owned property being civic 317 Bloor Street West as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council on the 22nd day of August, 2016.

**11.1.10 2016-122 (Agreement) Micro Focus Licensing Fees** 553 - 555

A report from the City Solicitor is on the Agenda.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-122 being a by-law to authorize the execution of a Mutual Final Release between the City and Micro Focus (Canada) Ltd. for the one-time final settlement of $178,073.34 be passed in open Council this 22nd day of August, 2016.

**11.1.11 By-law 2016-123 (Zoning) 235 Dacey Road (Adshead)** 556 - 558

Council Report was passed by Council Resolution on July 18, 2016.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-123 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 235 Dacey Road be passed in open Council this 22nd day of August, 2016.

**11.1.12 By-law 2016-124 (Development Control) 235 Dacey Road (Adshead)** 559 - 561

Council Report was passed by Council resolution on July 18, 2016.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-124 being a by-law to designate the lands located at 235 Dacey Road an area of site plan control.

**11.1.13** **By-law 2016-125 (Agreement) Huron Central Railway Inc. (Webbwood Subdivision)** 562 - 566

A report from the Design and Construction Engineer is on the Agenda.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-125 being a by-law to authorize the execution of an agreement between the City and Huron Central Railway Inc. for work required to construct, maintain and repair under railway lands a pipeline at mileage 180.02 of the Webbwood Subdivision be passed in open Council this 22nd day of August, 2016.

**11.1.14** **By-law 2016-126 (Agreement) Art Gallery of Hamilton** 567 - 576

A report from the Student at Law is on the Agenda.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-126 being a by-law to authorize the execution of an agreement between the City and the Art Gallery of Hamilton to allow them to borrow the Ken Danby painting owned by the City entitled "Opening the Gates" be passed in open Council this 22nd day of August, 2016.

**11.1.15** **By-law 2016-127 (Agreement) Huron Central Railway Inc. (Francis Street)** 577 - 584

A report from the Design and Construction Engineer is on the Agenda.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-127 being a by-law to authorize the execution of an agreement between the City and Huron Central Railway Inc. for work required to reconstruct, maintain and use a Public Grade Crossing for vehicular traffic located on Francis Street in the Webbwood Subdivision be passed in open Council this 22nd day of August, 2016.

**11.1.16** **By-law 2016-128 (Agreement) CIMA Canada Inc.** 585 - 602

A report from the Director of Engineering is on the Agenda.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-128 being a by-law to authorize the execution of an agreement between the City and CIMA Canada Inc. for consultation work regarding the McNabb Street/St. Georges Avenue/Algoma Street intersection be passed in open Council this 22nd day of August, 2016.

**11.1.17** **By-law 2016-129 (Temporary Street Closing) Albion Street** 603 - 603

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-129 being a by-law to permit the temporary closing of Albion Street - south side off Chapple Avenue from Chapple Avenue to southern dead end of Albion Street be passed in open Council this 22nd day of August, 2016.

**11.1.18 By-law 2016-130 (Finance) Amend User Fee By-law 2016-3** 604 - 605

A report from the Deputy Fire Chief – Prevention and Public Education is on the Agenda.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-130 being a by-law to amend By-law 2016-3 (User Fees and Service Charges by-law) be passed in open Council this 22nd day of August, 2016.

**11.1.19 By-law 2016-131 (Agreement) 1372055 Ontario Limited O/A Pro North Roofing** 606 - 606

A report from the Manager of Purchasing is on the Agenda.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-131 being a by-law to authorize the execution of an agreement between the City and 1372055 Ontario Limited O/A Pro North Roofing for the replacement of the roof at the Sault Ste. Marie Museum be passed in open Council this 22nd day of August, 2016.

**11.1.20 By-law 2016-132 (Agreement) Maverick & Son Exterior & Consulting Services** 607 - 607

A report from the Manager of Purchasing is on the Agenda.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-132 being a by-law to authorize the execution of an agreement between the City and Maverick & Son Exterior & Consulting Services for the replacement of the roof at the Regional Emergency Services Centre Storage Building be passed in open Council this 22nd day of August, 2016.

**11.1.21 By-law 2016-133 (Temporary Street Closing) Queen Street East** 608 - 608

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2016-133 being a by-law to permit the temporary street

closing of Queen Street East from the west side of Elgin Street to the east side of Bruce Street and from the west side of Bruce Street to the east side of Dennis Street on September 23, 2016 to facilitate the Greyhound Season Opener event be passed in open Council on the 22nd day of August, 2016.

11.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority

11.3 By-laws before Council for THIRD reading which do not require more than a simple majority

## 12. QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE AGENDA

## 13. CLOSED SESSION

Mover Councillor S. Hollingsworth
Seconder Councillor F. Fata

Resolved that this proceed into closed session to discuss:

- disposition of municipally owned property
- an issue under the Companies' Creditors Arrangement Act

*(a proposed or pending acquisition or disposition of land – section 239 (2)(c) Municipal Act; advice that is subject to solicitor/client privilege – section 239(2)(f) Municipal Act).*

Further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to continue to discuss the same matter(s) without the need for a further authorizing resolution.

## 14. ADJOURNMENT

Mover Councillor S. Hollingsworth
Seconder Councillor M. Bruni

Resolved that this Council now adjourn.

# REGULAR MEETING OF CITY COUNCIL

# MINUTES

Monday, July 18, 2016
4:30 p.m.
Council Chambers
Civic Centre

Present: Mayor C. Provenzano, Councillor S. Butland, Councillor P. Christian, Councillor S. Myers, Councillor S. Hollingsworth, Councillor J. Hupponen, Councillor L. Turco, Councillor M. Shoemaker, Councillor R. Niro, Councillor M. Bruni, Councillor F. Fata, Councillor J. Krmpotich, Councillor R. Romano

Officials: A. Horsman, M. White, N. Kenny, L. Girardi, S. Schell, J. Barban, M. Figliola, D. Elliott, D. McConnell, V. McLeod, M. Blanchard F. Coccimiglio

---

## 1. ADOPTION OF MINUTES

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that the Minutes of the Regular Council Meeting of 2016 06 27 be approved.

Carried

## 2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA

## 3. DECLARATION OF PECUNIARY INTEREST

## 4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich

Resolved that the Agenda for 2016 07 18 City Council Meeting as presented be approved.

Carried

## 5. PROCLAMATIONS/DELEGATIONS

### 5.1 Pridefest

Susan Rajamaki was in attendance.

### 5.2 Muscular Dystrophy

Ben MacDonald was in attendance.

### 5.3 Algoma Autism Foundation

Jamie Boston, Algoma Autism Foundation was in attendance.

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor S. Myers

Whereas Autism Spectrum Disorder (ASD) is a lifelong developmental disability,

Whereas the Ministry of Children and Youth Services states that the prevalence rate of ASD in Canada has risen by 123% in the last decade, with 1 in 68 children currently being diagnosed with ASD,

Whereas Ministry of Children and Youth Services data showed that in 2010 the rates of autism diagnosis among school age children in Algoma was the highest in Ontario,

Therefore be it resolved that the City Council encourages the Algoma Autism Foundation, Autism Ontario and any other local agency/group associated with ASD to work with the Accessibility Advisory Committee to ensure that any barriers to City programs for those suffering from ASD are addressed, and

Further Be It Resolved that City Council thank the Provincial Government for their recent announcement of $533 million in funding to improve autism services and encourage the Ministry of Children and Youth Services to ensure that the prevalence of ASD in the District of Algoma is considered when allocating specific services and funding for ASD in this area.

Carried

### 5.4 Community Poverty Reduction Strategy

Jennifer Miller, Algoma Public Health; Gary Vipond, United Way; Gayle Broad, Nordik Institute were in attendance.

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich

Resolved that the presentation - Community Poverty Reduction Strategy be referred to staff for review and report back to Council at the August 22, 2016 Council meeting.

Carried

### 5.5 Chamber of Commerce Executive Swearing In

Paul Johnson, President; Jason Naccarato, First Vice-President; Karli Mazzer, Treasurer; and Rory Ring; Recording Secretary/Executive Director; Sault Ste. Marie Chamber of Commerce swore their oaths of office.

## 6. COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich

Resolved that all the items listed under date 2016 07 18 – Agenda item 6 – Consent Agenda be approved as recommended, save and except 6.15.

Carried

### 6.1 Temporary Street Closure – ARCH Hospice Fundraiser

The letter of request for a temporary street closing in conjunction with Reggie's West Fundraiser for ARCH was received by Council.

- Korah Road from Old Wallace Terrace to Douglas Street – August 20, 2016 – 12 noon to 11 p.m.

The relevant By-law 2016-109 is listed under item 11 of the Minutes.

### 6.2 Extension of Liquor Licenced Area – ARCH Hospice Fundraiser

The request for a letter of non-objection for extension of a liquor licenced area (City property and private property) was received by Council.

Moved by: Councillor P. Christian
Seconded by: Councillor R. Romano

Resolved that City Council has no objection to the proposed extended licenced area as detailed in the written request for a liquor licence extension on City property and private property for an outdoor event on the following date and time:

Reggie's West – ARCH Hospice Fundraiser

- August 20, 2016 – 306 Korah Road – 11 a.m. to 11 p.m.

Carried

**6.3 RFP – Supply of Soft Drink Concession Supplies**

The report of the Manager of Purchasing was received by Council.

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich

Resolved that the report of the Manager of Purchasing dated 2016 07 18 concerning RFP – Supply of Soft Drink Concession Supplies be received and that the proposal submitted by PepsiCo Beverages Canada for exclusivity in the supply of soft drink concession supplies and beverage vending at various Community Services facilities and locations be approved.

Carried

**6.4 Tenders for Equipment**

The report of the Manager of Purchasing was received by Council.

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich

Resolved that the report of the Manager of Purchasing dated 2016 07 18 concerning Tenders for Equipment be received and that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

- One (1) utility work machine – McDowell Brothers Industries Inc. – $88,922.00
- One (1) 4-wheel vacuum sweeper – FST Canada Inc. (Opt, C) – $299,156.00
- One (1) 58000 GVW tandem truck c/w underbody plow and dump box – TMS Truck Centre Ltd. (Opt. 1) – $195,789.00

for a total amount of $583,867.00, HST extra.

Carried

**6.5 RFP – Security Services – Transit Terminal**

The report of the Manager of Purchasing was received by Council.

Moved by: Councillor P. Christian
Seconded by: Councillor R. Romano

Resolved that the report of the Manager of Purchasing dated 2016 07 18 concerning Security Services – Transit Terminal be received and that the proposal submitted by North East Regional Security Services Inc. to provide security services for the transit terminal, as required by the Transit and Parking Division of the Public Works and Transportation Department, be approved. The contract will commence August 1, 2016 and continue for a period of three (3) years allowing for two (2) further one (1) year extensions by mutual agreement.

Carried

**6.6 Tender for Roof Replacement – Civic Centre**

The report of the Manager of Purchasing was received by Council.

The relevant By-law 2016-112 is listed under item 11 of the Minutes.

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that the report of the Manager of Purchasing dated 2016 07 18 concerning Tender for Roof Replacement – Civic Centre be received and that the tender be awarded to 1372055 Ontario Limited o/a Pro North Roofing at their low tendered price, meeting specifications, of $470,000.00 plus allowances of $29,000.00 and HST; further that the City's consultant, Elliott Engineering Inc., be authorized to provide a letter of intent formally authorizing 1372055 Ontario Limited o/a Pro North Roofing to proceed with this project.

Carried

**6.7 Tender for Roof Replacement – CWC Storage Building G**

The report of the Manager of Purchasing was received by Council.

The relevant By-law 2016-113 is listed under item 11 of the Minutes.

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich

Resolved that the report of the Manager of Purchasing dated 2016 07 18 concerning Tender for Roof Replacement – Storage Building "G", City Works Centre be received and that the tender be awarded to Maverick & Son Exteriors and Consulting Services Inc. at their low tendered price, meeting specifications, of $369,104.00 plus allowances of $29,000.00 and HST be approved; further that the City's consultant, Elliott Engineering Inc., be authorized to provide a letter of intent formally authorizing Maverick & Son Exteriors and Consulting Services Inc. to proceed with this project further that $37,000 from the PWT Equipment Reserve be applied to this project.

Carried

### 6.8 Tenders for Equipment – Leases

The report of the Manager of Purchasing was received by Council.

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich

Resolved that the report of the Manager of Purchasing dated 2016 07 18 concerning tenders for equipment be received and that the tender for the lease of two (2) graders c/w snow wings and front blades, as required by the Public Works and Transportation Department, be awarded to Toromont CAT at their tendered price including Maintenance Agreement and Extended Warranty of $6,830.55 plus HST per unit for each periodic payment.

Carried

### 6.9 Registration of Tax Arrears Certificates and Sale

The report of the City Tax Collector was received by Council.

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that the report of City Tax Collector dated 2016 07 18 concerning Registration of Tax Arrears Certificates and Sale be received and that the City Tax Collector be authorized to commence tax sale proceedings in accordance with the *Municipal Act, 2001*.

Carried

### 6.10 Homemakers and Nursing Services (HNS)

The report of the Acting Commissioner of Social Services was received by Council.

The relevant By-law 2016-107 is listed under item 11 of the Minutes.

### 6.11 Enabling Accessibility in Communities – Grant Application

The report of the Manager of Recreation and Culture was received by Council.

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich

Resolved that the report of the Manager of Recreation and Culture dated 2016 07 18 concerning Enabling Accessibility in Communities Grant Application be received and that staff be authorized to apply to Employment and Social Development Canada – Enabling Accessibility in Communities funding program for improving the accessibility of the Strathclair Sports Complex.

Carried

### 6.12 Fort Creek Aqueduct Phase 2 – Engineering Fees

The report of the Director of Engineering Services was received by Council.

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich

Resolved that the report of the Director of Engineering Services dated 2016 07 18 concerning engineering fees for the Fort Creek aqueduct project be received and that the fee limit be increased to $566,545.

Carried

### 6.13 Black Road Letter of Licence Agreement

The report of the Director of Engineering was received by Council.

The relevant By-law 2016-111 is listed under item 11 of the Minutes.

### 6.14 Energy Management Software Update

The report of the Environmental Initiative Co-ordinator was received by Council.

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich

Resolved that the report of the Environmental Initiative Co-ordinator dated 2016 07 18 concerning Energy Management Software Update be received as information.

Carried

### 6.16 Bellevue Park – Accessible Playground Equipment – Financial Donation

The report of the Solicitor/Prosecutor was received by Council.

The relevant By-law 2016-117 is listed under item 11 of the Minutes.

### 6.17 Property Declared Surplus – 317 Bloor Street West

The report of the City Solicitor was received by Council.

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that the report of the City Solicitor dated 2016 07 18 concerning Property Declared Surplus – 317 Bloor Street West be received and that the Legal Department be authorized to bring forward the necessary by-laws to declare the City owned property described as PIN 31579-0025 (LT) LT 36 BLK 4 PL 402 Korah; Sault Ste. Marie, being civic 317 Bloor Street West as surplus to the City’s needs and to authorize disposition of the said property.

Carried

**6.18 Licence to Occupy City Property Agreement for Reggie's**

The report of the Student at Law was received by Council.

The relevant By-laws 2016-115 and 2016-116 are listed under item 11 of the Minutes.

**6.19 Etienne Brulé School Community Partnership Project**

The report of the Solicitor/Prosecutor was received by Council.

The relevant By-law 2016-118 is listed under item 11 of the Minutes.

**6.20 Relocation of Transit Operations – Engineering Agreement**

The report of the Deputy Commissioner of Public Works and Transportation was received by Council.

The relevant By-law 2016-119 is listed under item 11 of the Minutes.

**6.15 Rodent Abatement Program**

The report of the Engineering Department was received by Council.

Moved by: Councillor P. Christian
Seconded by: Councillor R. Romano

Resolved that the report dated 2016 07 18 concerning the Rodent Abatement Program be received and that Council approve the following recommendations:

- discontinue the Rodent Abatement Program for private properties;
- co-ordinate the services of City staff, Sault Ste. Marie Innovation Centre, and Algoma Public Health to explore implementation of a program as proposed by Sault Ste. Marie Innovation Centre in assessing and tracking "hot spots" (similar to the nuisance bear program in 2004).

Officially Read and Not Dealt With

Moved by: Councillor P. Christian
Seconded by: Councillor R. Romano

Resolved that item 6.15 – Rodent Abatement Program be referred to staff for further review and report back to Council.

Carried

**7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES**

**7.1 ADMINISTRATION**

**7.2 COMMUNITY SERVICES DEPARTMENT**

**7.3 ENGINEERING**

**7.4 FIRE**

**7.5 LEGAL**

**7.6 PLANNING**

**7.6.1 A-10-16-Z – 235 Dacey Road**

The report of the Planner was received by Council.

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich

Resolved that the report dated 2016 07 18 concerning Application A-10-16-Z be received and that Council rezone the subject property from Single Detached Residential Zone ("R2") to Low Density Residential Zone ("R3") subject to the following special provisions:

1. That a semi-detached dwelling, duplex dwelling and single detached dwelling be permitted to be located upon the same lot.
2. That the interior side yard requirement along the south east lot line be reduced from 3m to 1.8m.
3. That the property be deemed subject to site plan control, pursuant to Section 41 of the *Planning Act*; and

that the Legal Department be directed to prepare the necessary by-law to this effect.

Carried

**7.7 PUBLIC WORKS AND TRANSPORTATION**

**7.8 BOARDS AND COMMITTEES**

**8. UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL**

**8.1 East Street Parking Meters**

Moved by: Councillor L. Turco
Seconded by: Councillor R. Niro

Whereas there have been many concerns from residents on East Street and the area of East Street and Bay Street in regard to the parking meters located on the west side of East Street between Queen Street East and Bay Street; and

Whereas this has been partially addressed by Public Works and Transportation removing one parking meter outside 676 Bay Street; and

Whereas there continue to be safety issues expressed by the residents with the existing parking meters, particularly the parking meter located outside Gary's Appliance Repair on East Street; and

Whereas the residents of 676 Bay Street have created a petition which was signed by many residents expressing that when a person is exiting from the side of the building onto East Street there are three parking meters, which are usually occupied. Because of this, it is impossible to see cars coming down East Street which creates a dangerous situation; and

Whereas the residents are asking to have the meter in front of Gary's Appliance Repair removed and a no parking sign placed there;

Now Therefore Be It Resolved that City staff be requested to review and report back to City Council with a recommendation.

Carried

**8.2 Reciprocal Trade Policy**

Moved by: Councillor S. Butland
Seconded by: Councillor L. Turco

Whereas Canadian municipalities are strong supporters of free and fair trade between the USA and Canada; and

Whereas the 'Buy American' policy has significantly restricted Canadian products from the American market, most notably in steel and softwood lumber; and

Whereas 'Buy American' provisions are an integral component of all national and state infrastructure projects,

Therefore be it resolved that the City of Sault Ste. Marie request the Association of Municipalities of Ontario (AMO) and the Federation of Canadian Municipalities (FCM) to endorse the principle of a 'reciprocal trade policy' between the two countries and that they circulate such resolution to their member municipalities for their consideration and approval.

Carried

**9. COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION**

**10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**

**11. CONSIDERATION AND PASSING OF BY- LAWS**

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that all By-laws under item 11 of the Agenda under dated 2016 07 18 be approved, save and except 2016-114.

Carried

## 11.1 By-laws before Council TO BE PASSED which do not require more than a simple majority

### 11.1.1 By-law 2016-107 (Social Services) Homemakers and Nursing Services Program

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2016-107 to accept the authority from the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) to act, manage and sign as the Welfare Administrator for purposes of delivering the Homemakers and Nursing Services Program within the City of Sault Ste. Marie to eligible residents of the community be passed in open Council this 18th day of July, 2016.

Carried

### 11.1.2 By-law 2016-108 (Zoning) 992 Old Garden River Road

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2016-108 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 992 Old Goulais Bay Road (Cormier) be passed in open Council this 18th day of July, 2016.

Carried

### 11.1.3 By-law 2016-109 (Temporary Street Closing) Korah Road

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2016-109 being a by-law to permit the temporary closing of Korah Road, from Douglas Street to Wallace Terrace on August 20, 2016 to facilitate the Reggie's West Ride for ARCH event be passed in open Council this 18th day of July, 2016.

Carried

### 11.1.4 By-law 2016-110 (Street Assumption) Various

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2016-110 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 18th day of July, 2016.

Carried

**11.1.5 By-law 2016-112 (Agreement) 1372055 Ontario Limited o/a Pro North Roofing**

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2016-112 being a by-law to authorize the execution of an agreement between the City and 1372055 Ontario Limited O/A Pro North Roofing for the replacement of the roof at the Civic Centre be passed in open Council this 18th day of July, 2016.

Carried

**11.1.6 By-law 2016-113 (Agreement) Maverick and Son Exterior**

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2016-113 being a by-law to authorize the execution of an agreement between the City and Maverick & Son Exterior & Consulting Services for the replacement of the roof on Storage Building "G" at the City Works Centre be passed in open Council this 18th day of July, 2016.

Carried

**11.1.8 By-law 2016-115 (Regulations) Exemption Reggie's West Ride for ARCH Noise By-law**

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2016-115 being a by-law to amend Noise Control By-law 80-200, to exempt from the By-law the Reggie's West Ride for ARCH event from noon to 11:00 p.m. on August 20, 2016 be passed in open Council this 18th day of July, 2016.

Carried

**11.1.9 By-law 2016-116 (Agreement) 882215 Ontario Inc. (Reggie's)**

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2016-116 being a by-law to authorize the execution of an agreement between the City and 882215 Ontario Inc. (Reggie's West) for the use of a portion of Korah Road from Wallace Terrace to Douglas Street for Reggie's West Ride for ARCH Event and Programming be passed in open Council this 18th day of July, 2016.

Carried

**11.1.1 By-law 2016-117 (Agreement) Rotary Club re Bellevue Park**

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2016-117 being a by-law to authorize the execution of an agreement between the City and the Rotary Club of Sault Ste. Marie for the very generous donation of $80,000.00 for the purchase and installation and maintenance of inclusive and accessible playground equipment at Bellevue Park be passed in open Council this 18th day of July, 2016.

Carried

**11.1.1 By-law 2016-118 (Agreement) Etienne Brulé Community Partnership Project**

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2016-118 being a by-law to authorize the execution of an agreement between the City and the Algoma District School Board for items identified as the City's responsibility vis-à-vis the Etienne Brulé School Community Partnership Project be passed in open Council this 18th day of July, 2016.

Carried

**11.1.1 By-law 2016-119 (Agreement) Tulloch Engineering**

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2016-119 being a by-law to authorize the execution of an agreement between the City and Tulloch Engineering Inc. for engineering services be passed in open Council this 18th day of July, 2016.

Carried

**11.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**

**11.3 By-laws before Council for THIRD reading which do not require more than a simple majority**

**12. QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE AGENDA**

**13. CLOSED SESSION**

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that this Council proceed into closed session to discuss:

- an issue under the *Companies' Creditors Arrangement Act*
- an issue concerning solicitor/client privilege

*(advice that is subject to solicitor/client privilege – section 239(2)(f) Municipal Act;*

Further Be it Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to continue to discuss the same matter(s) without the need for a further authorizing resolution.

Carried

**14. ADJOURNMENT**

Moved by: Councillor P. Christian
Seconded by: Councillor R. Romano

Resolved that this Council now adjourn.

Carried

_____

Mayor

_____

City Clerk

# City of Sault Ste. Marie
# Parks and Recreation Master Plan

*Bellevue Park*

**Prepared by:**
**Community Services Department**
**Recreation & Culture Division**

***June 2016***

# Acknowledgments

**The Community Services Department would like to thank the members of the community, staff, organizations, agencies and over 2,000 citizens who responded to surveys and provided feedback, resources and information in support of the City of Sault Ste. Marie Parks and Recreation Master Plan.**

**City Project Team**

Nicholas J. Apostle, Commissioner of Community Services
Joseph Cain, (Retired) Manager of Recreation and Culture
Norm Fera, Manager of Community Centres
Margaret Ann Hazelton, Supervisor of Recreation
Virginia McLeod, Manager of Recreation & Culture

**We would also like to acknowledge the contribution of:**

Parks and Recreation Advisory Committee, Clerks Department, Community Services Department, Engineering and Planning Department, Finance Department and the Public Works and Transportation Department

# Table of Contents

**Message from Mayor Christian Provenzano** ..... 5
**EXECUTIVE SUMMARY** ..... 6
**INTRODUCTION** ..... 7
**PLANNING PROCESS** ..... 8
**ROLE OF PARKS & RECREATION IN OUR CITY** ..... 9
**MUNICIPAL PARKS & RECREATION STRATEGIC PRIORITIES** ..... 10
**STRATEGIC PRIORITIES SUMMARY** ..... 16
**FINANCIAL IMPLICATIONS** ..... 17
**FUTURE CONSIDERATIONS** ..... 17
**MONITORING AND UPDATING THE PLAN** ..... 18
**RESOURCES** ..... 19

## VISION

*To be the leading innovative, dynamic and efficient municipal corporation in the Province of Ontario*

## MISSION

*To promote, encourage and lead economic and social growth within our community through the effective provision of municipal services and development of community partnerships.*

## CORPORATE VALUES

**Accountability and Transparency**
We will be accountable to our citizens and transparent in our decision-making process.

**Integrity and Honesty**
We will demonstrate honesty, sincerity and fairness in carrying out our responsibilities.

**Commitment to Citizens and the Community**
We will work together to provide inclusive and accessible services to our diverse community. We will strive to promote a safe and healthy community.

**Innovation and Productivity**
We will embrace innovative solutions to improve productivity and achieve excellence in customer service.

**Fiscal Responsibility**
We will manage municipal finances in a responsible and prudent manner. We will implement best practices to ensure best value in service delivery.

**Respect, Engage and Value Employees**
We will foster a respectful workplace where employees are treated with dignity and can excel as members of the corporate team.

**Environmental Stewardship**
We will use resources wisely to maintain and create a sustainable city for future generations.

## Message from Mayor Christian Provenzano

A day spent with children at a playground, a game of pick-up hockey on an outdoor rink, a walk along the Hub Trail—these activities and many more like them are sources of everyday enjoyment in our lives. For many of us, they also form the basis of some of our fondest memories.

To keep creating such memories, a vibrant and modern city needs a vibrant parks and recreation system—one that can meet varying needs and accommodate a range of uses by its citizens. This system needs to be flexible, adaptable and able to respond to future changes in our community.

This plan sets forth the priorities for the City of Sault Ste. Marie's parks and recreation services and facilities over the next 10-year period. It will ensure that decisions about our parks and recreation offerings are in harmony with other City priorities.

Completing the Parks and Recreation Master Plan has been a big undertaking. I'd like to thank the project team, the Parks and Recreation Advisory Committee and the more than 2,000 citizens who took the time to offer their input.

Looking ahead, with the guidance provided by this plan, I'm confident that our parks and recreation system will continue to evolve to be more sustainable, accessible and inclusive. Our parks, community centres and programs are well-positioned to encourage all residents to partake in active lifestyles.  Most certainly, they will continue to be sources of enjoyment and positive memories for many years to come.

Sincerely,

## EXECUTIVE SUMMARY

The Plan is intended as a guide for the Corporation of the City of Sault Ste. Marie in planning strategies to enhance and improve the delivery of municipal parks and recreation services and determining long-term budgets based on the priorities identified.

By providing a clear picture of our community today, and where we should be in 5 to 10 years, we can strive to ensure that municipal parks & recreation facilities and services are in place to meet future needs. It is important to make sure tax dollars are spent wisely, that partnerships are being maximized, and that service gaps are being addressed in an efficient and effective manner.

The Corporation's Asset Management Facility Condition report guides the characteristics and condition of existing infrastructure assets. The asset management plan will assist to develop strategies to implement the planned actions.

It is important to remember that the City of Sault Ste. Marie Parks and Recreation Master Plan cannot be all things to all people. Community groups often bring capacity, passion, technical skills, and different funding capabilities. In addition, it is not the City's intent to duplicate recreational facilities or services that exists within the community.

Decisions with respect to parks and recreation facilities and services have taken into consideration a balance between quality of life and financial sustainability. The City of Sault Ste. Marie will be fiscally responsible through the cost-effective and cost-efficient management of resources and the appropriate and reasonable application of user fees and community resources.

## INTRODUCTION

The Community Services Department of the City of Sault Ste. Marie consists of four divisions: Essar Centre; Community Centres; Day Care; and Recreation and Culture. Parks is a division of the Public Works & Transportation Department. Together these areas deliver parks & recreation services and facilities. The Parks & Recreation Master Plan provides a framework to guide the development and management of parks and recreation facilities, resources, programs, infrastructure and investment over a 10-year period from 2015 - 2025. Bellevue Park is a unique park and as such is governed by the Bellevue Park Master Plan. In addition, Strathclair Park will be addressed through its own Master Plan. The cultural aspects of the department are addressed in a separate plan.

The intent is to look at what has been done in the past and build upon existing patterns of service provision. It is recognized that Sault Ste. Marie has changed and our community continues to evolve. The Plan will be aimed at guiding the overall actions of the City of Sault Ste. Marie's municipal parks & recreation long term budgets and improving the delivery of parks & recreation services. Through a blend of research, input and strategy this Plan will separate the "needs" from the "wants" and help to make justified choices.

The Parks & Recreation Master Plan is a strategic document that provides overall direction for the parks and recreation services. The detailed planning is the responsibility of the staff. The Plan identifies strategic, operational and existing infrastructure priorities for the short, medium and long term that will assist in program planning, infrastructure maintenance, funding applications and development of the annual budgets.

In preparing this plan staff consulted with the community (the public, stakeholders, staff and council) to form an accurate understanding of what the needs are for parks and recreation. The Plan was developed in partnership with City Council, City staff, the Parks and Recreation Advisory Committee (PRAC), community organizations, agencies and citizens at large. An inclusive and transparent process was followed to assess the needs of the current and anticipated future needs of the community.

The Master Plan is intended to be a living document that adapts to changing needs of residents. Through annual reviews new opportunities will be explored and appropriate projects identified that will support the corporate vision and mission and be consistent with the corporate strategic focus areas: Infrastructure; Service Delivery; Quality of Life; Community Development and Partnerships.

The following sections describe the planning process, the results, the priorities, financial implications, future considerations and the monitoring and evaluating the Plan. A detailed Action Plan and Appendices follow the main document.

## PLANNING PROCESS

The Parks and Recreation Master Plan was developed by Community Services Department staff in partnership with City Council, City staff, the Parks and Recreation Advisory Committee (PRAC), community organizations, agencies and citizens at large. Staff followed an inclusive and transparent five-phase process that began in December 2014.

In **Phase 1** the Framework for the Plan was developed. Staff reviewed background information, identified goals and objectives for the project, examined demographic data describing the community and considered trends and best practices in the parks and recreation industry. Other relevant studies and reports were reviewed.

**Phase 2** involved conducting public consultations and collecting information from the community through stakeholder meetings, open houses and surveys. This included engagement sessions and surveys along with interviews with seniors, youth and the community at large. Surveys were available in hard copy as well as on-line. City Council, City staff, the Parks and Recreation Advisory Committee, community organizations, agencies and citizens at large participated in the planning.

During **Phase 3** additional data that included an inventory and utilization reports of parks and recreational facilities, was gathered in order to identify what was working well and how services could be improved. The principles and guidelines of governing associations in the area of parks and recreation such as Canadian Parks and Recreation Association, Parks and Recreation Ontario, and Ontario Recreation Facilities Association were also reviewed.

The draft Parks and Recreation Master Plan was prepared in **Phase 4** and in **Phase 5** the Plan was finalized and implementation was begun.

The Plan describes the results and analysis that will guide the planning and implementation of Municipal programs, services and facilities to meet the recreation needs of residents of Sault Ste. Marie.

## ROLE OF PARKS & RECREATION IN OUR CITY

Individuals, households, and entire communities benefit greatly from access to leisure services. The Canadian Parks and Recreation Association and Ontario Ministry of Tourism, Culture and Sport produced summary documents that highlight research reports that describe the many benefits of providing parks and recreations services. The Recreation and Culture Division of the Community Services Department of Sault Ste. Marie is committed to providing leisure services that enhance the city as a place to live and provide opportunities for residents to enjoy health and wellbeing.

**Five common trends**:

1. **Sustainable environments** – increasing people's nature-based recreation allows them to develop an understanding and appreciation for nature. Facilities that minimize ecological footprints while meeting the needs of the community are vital to the success of parks and recreation. Indoor and outdoor facilities must balance both the needs of users and natural ecosystems.

2. **Healthy active living communities** – Evidence shows that parks and recreation services contribute to increased physical activity, which in turn improves both physical and mental health. Large events such as Canada Day celebrations allow for socialization among community members and increase the strength of the community, which positively affects individuals and creates a healthy living environment for all those involved.

3. **Aging Population** – the number of seniors aged 65+ will continue to grow over the next several years and the City will need to recognize their needs and support their continued participation in recreational activities. Continued and increased physical activity leads to healthy living and improved quality of life for seniors.

4. **Accessibility** – In Ontario, approximately 15% of the population has disabilities. Given this statistic and the increasing number of seniors expected in the community, plans must address the need to address physical and financial barriers.

5. **Inclusion** – in planning and delivering recreation and parks facilities it is important to ensure accessibility to all economic groups, Aboriginal peoples, immigrants, all abilities, all genders, and sexual orientations.

## MUNICIPAL PARKS & RECREATION STRATEGIC PRIORITIES

The municipality's operational and existing infrastructure action items are detailed in the *Action Plan.* These represent the results to be achieved by the Plan, by year, and the activities are specific actions required to reach the goals. The corporate vision and mission, along with the priorities and activities, provide direction for the municipality and the Parks and Recreation staff for the next 10 years.

In keeping with the corporate strategic focus areas, the priorities of the Parks and Recreation Master Plan are:

INFRASTRUCTURE

- Asset management
- Maintaining Existing Infrastructure
- New Infrastructure

SERVICE DELIVERY

- Delivering Excellent Customer Service
- Eliminating Barriers to Business and Streamlining Processes
- Developing Employees

QUALITY OF LIFE

- Promote Quality of Life Advantages
- Promote and Support Arts and Culture
- Welcome and Seek out Immigration
- Vibrant Downtown Areas

COMMUNITY DEVELOPMENT AND PARTNERSHIPS

- Create Social and Economic Activity
- Develop Partnerships with Key Stakeholders
- Maximize Economic Development and Investment

## Sault Ste. Marie Demographic Profile

The population of Sault Ste. Marie has been stable for several years and is not expected to change significantly over the next 10 years.

- Children aged 0 to 14 represent 14.4% of the population – less than the Canadian average. It is expected to decrease slightly to 13.4% by 2041.[3]
- According to census Canada people aged 65+ is 20.43%, which is 4.5% higher than the Canadian average. The national average is expected to increase to 25% by 2036 and in Northeastern Ontario it is expected to reach 31.5%.
- The median after-tax income for all families is $65,531 (2011) compared to the provincial average of $71,128. The lower income suggests a need for lower cost programs that allow for inclusion.[3]
- 66.5% of families in Sault Ste. Marie are married, while 18.9% or 3,930 families are single parent families.[3]
- Changing residential demographics – occur as new neighborhoods are developed and older ones evolve.
- Sault Ste. Marie has an increased in cultural community diversity.

## Community Feedback

Understanding the characteristics, interests, preferences, and participation patterns of current and future residents is critical to establishing an effective Parks and Recreation Master Plan. Through the planning process, approximately **2,000 community responses were received.** Appendix C includes a description of the groups, the formats and number of respondents to the types of surveys.

The intent of this phase was to look at what has been done in the past and build upon existing patterns of service provision and to hear from user groups and citizens about what they like and their suggestions for improvements. Staff analyzed information gathered through recreation trends, surveys of stakeholders and organizations, the community at large, senior citizens and youth, open houses, interviews, facility inventories and G.I.S. analysis. Four themes were identified in the data gathered: social factors, general service provision, outdoor facilities and indoor facilities.

**Highlights of Senior's Input on Current Services**

Among seniors surveyed (n=193), more than 50% agreed, or somewhat agreed, that they are satisfied with services, the learning programs, recreational programs, and the access to affordable programs. Two-thirds of participants reported that they have used the Senior Citizen Drop-In Centre. Suggestions for future activities included: tennis, exercise, and technology programs. Suggested Hub Trail amenities were: additional parking, an increase in public restrooms, and seating/benches along the trail.

**Highlights of Current Community Use**

The community members responding (n=899) on the survey indicated that they use the following recreational services most often:

- Walking and hiking trails - 81%
- Cycling and mountain biking - 54%
- Swimming - 53%
- Aerobics, fitness, weight training – 48%

The three most common reasons for not participating in recreational activities were lack of personal time, lack of money, and unaware of opportunities.

Recreation activities available to children aged 6-12 was rated as satisfactory and those available to youth aged 13-19 and people with disabilities were the least satisfactory.

The most common preferred methods of communication between the City of Sault Ste. Marie and the community were reported as through electronic media, City website, social media and newspaper.

Participants also identified the need for restroom facilities and garbage disposal along the Hub Trail, repair and cleanup of soccer fields and parks, and low-cost family programs.

Among the sports groups the suggestions for future facilities included: 400-metre refrigerated outdoor oval and a covered oval; cricket oval and practice batting cages; cross country skiing clubhouse; new gym facilities and a 50-metre pool complex.

## Other Reports

Algoma Public Health Unit completed a comprehensive study of the utilization of the John Rowswell Hub Trail and concluded that the tail system is being widely used by the residents of the city and that users reported increased levels of physical activity since the trail was completed. The respondents reported that the Hub Trail is an asset to the community and they had a number of suggestions for improvements including: improving awareness, developing a map, promoting trail etiquette and trail risks, and increased lighting.

The report of participation at events and activities at City facilities indicates that the numbers have remained steady over the past few years.

Age-Friendly Sault Ste. Marie began its work in 2012 under the leadership of then Mayor Debbie Amaroso. The Age-Friendly Communities Initiative is a program of the World Health Organization (WHO). A specific Age-Friendly survey was conducted and the results show that the transportation criteria were rated as accurate or somewhat accurate, with the exception of the following:

- A voluntary transport service is available where public transportation is too limited
- Taxis are accessible and affordable and drivers are courteous and helpful
- Roads are well maintained with covered drains and good lighting
- Traffic flow is well regulated
- Priority parking and drop-off spots for people with special needs are available and respected

Among the criteria related to outdoor spaces and building the highest ratings for all items were “somewhat accurate”.

## Parks and Recreation Facilities

A comprehensive inventory and assessment of all facilities (n=201) was completed and the summary is included in Appendix C. This list includes suggested improvements and renovations needed at these facilities.

Following a survey of other municipalities regarding playground equipment it was determined that a playground replacement and development policy is needed and equipment that is 18-20 years old must be updated to meet current standards. A funded municipal cost centre for playground development would allow for growth and changes in neighbourhood needs and children’s interests.

The City of Sault Ste. Marie has 74 park locations, 62 of which contain playground apparatus. Bellevue Park is the City's main passive park with new and expanded play structures (including accessible and inclusive play apparatus), formal walkways, floral beds and structural improvements. The City's Horticulture crew have had a significant positive impact throughout the City with their creation and care of 245 floral beds, over 114 floral planters and 229 hanging floral baskets.

New neighbourhoods are developing and the City's residents continue to seek spaces and places where they can engage in meaningful activities that enrich the quality of life.

While the population is expected to remain stable, with some decline in children and an increase in those over 65 years careful monitoring of the demographic composition and geographic distribution is needed to monitor needs and priorities of residents.

The Waterfront Walkway and John Rowswell Hub Trail have become highly used and are focal points in the community for walking, cycling and all-wheel options.

Municipal indoor recreation infrastructure includes four ice pads, an artificial turf facility, two senior citizen multi-use recreation centres, and one indoor municipal pool. Several of these City facilities are under review to ensure that the aging infrastructure is maintained; plans for preventive maintenance will ensure that future needs are met.

The City of Sault Ste. Marie has been able to keep its facilities in good repair through regular capital investments and a funded asset management plan.

**Community Recreation Facilities**

Quality municipal recreation facilities are essential for effective and efficient services that meet community expectations and needs. The City's new facilities include the Essar Centre and Northern Community Centre.

Two local school boards have several elementary school developments that include indoor and outdoor recreation opportunities. The Algoma District School Board has developed the City's first outdoor artificial turf providing a much needed field option for the entire community. Sault College has undergone renovations including upgrades to its gymnasium and fitness components. Algoma University has completed a multi-million dollar upgrade to its athletic centre. The Huron-Superior Catholic District School Board has developed a high quality outdoor natural field with score clock to complement its new high school. These community recreation developments and partnerships enhance the recreation opportunities available to residents of the City.

Sault Ste. Marie's outdoor recreation infrastructure is well utilized by residents of all ages. Sports fields, playgrounds, the skate park, two outdoor municipal pools, marinas, outdoor courts, and outdoor rinks are all in demand. As the population continues to age a need exists to plan for the introduction of new activities and age-friendly sports and programming for other interests.

## STRATEGIC PRIORITIES SUMMARY

Following the review of data, research and the analysis of findings the City of Sault Ste. Marie Parks & Recreation Master Plan identifies and details priorities. These priorities are categorized into strategic projects, operational and existing infrastructure priorities (Strategic priorities are project based initiatives). Operational and existing infrastructure priorities are also detailed in the *Action Plan.* The action plan identifies the activities that will be addressed to improve efficiencies and meet targeted operational and existing infrastructure elements.

The priorities represent the long-term results to be achieved by the Plan and the activities are specific actions required to reach the goals. The corporate vision and mission, along with the priorities and activities provide direction for the City and the Parks and Recreation staff for the next 10 years. In keeping with the Corporation of the City of Sault Ste. Marie's Strategic Plan, community responses and data analysis the Parks & Recreation Master Plan Strategic priority projects include:

1. Infrastucture
   - Phase 3 of the Northern Community Centre development, replacement of the McMeeken Centre ice pad.
   - Phase 4 expansion of the Indoor Turf at the Northern Community Centre.
   - Develop lighting system to support slow pitch at Strathclair Park by installing lights on field "A" and enhance parking lot areas.
   - Construction of the Pump Track at Esposito Park

2. Service Delivery
   - Utilize technology to improve communication and service delivery of municipal parks & recreation opportunities.

3. Quality of Life
   - Infrastructure development on the John Rowswell Hub Trail.
   - Development of a community splash pad.

4. Community Development and Partnerships
   - Assess and evaluate future skate park development and determine feasibility of implementation of the plan to include partnerships, funding and financial targets.

Additional projects were implemented in 2015 to include the dog park, fitness equipment installation on the John Rowswell Trail and cricket pitch development.

## FINANCIAL IMPLICATIONS

The City of Sault Ste. Marie will endeavour to optimize external funding sources. In order to do so, allocations of municipal financial resources are required for the development of Parks & Recreation Master Plan Priority Project plans including project design. This will allow for the readiness when applying for external funding sources and grant applications.

Decisions with respect to parks and recreation facilities and services have taken into consideration a balance between quality of life and financial sustainability. The City of Sault Ste. Marie will be fiscally responsible through the cost-effective and cost-efficient management of resources and the appropriate and reasonable application of user fees and community resources.

## FUTURE CONSIDERATIONS

The City of Sault Ste. Marie will continue to evaluate requests from community organizations for municipal participation in capital projects. The analysis has indicated that the City of Sault Ste. Marie will need to consider projects in the Parks and Recreation Master Plan that address service and responsible facility asset management. Funding of items identified in the Parks and Recreation Master Plan will be accomplished through the annual budgeting process. This process will define and prioritize projects and developments. Operating costs to maintain facilities is an ongoing challenge and will continue to be assessed.

## MONITORING AND UPDATING THE PLAN

The City of Sault Ste. Marie's Parks and Recreation Master Plan will strategically position the City to manage parks and recreation services. The Plan is a viable and ongoing tool for the betterment of parks and recreation in our community. The Master Plan is the resource tool for the overall direction of parks and recreation. This document is considered a "living" document, and will be updated and expanded upon as initiatives are completed, funding sources become available, and our community evolves. The Plan has a shelf life of five years, at which time it will be updated and enhanced to guide the municipality through to 2020.

On an annual basis, the City of Sault Ste. Marie will reconcile the recommendations with its fiscal capacity and align requests to capital planning programs to ensure timing and scope meet the needs of the City of Sault Ste. Marie residents.

## RESOURCES


**A.** Canadian Parks/Recreation Association (1997). The Benefits Catalogue, Summarizing why recreation, sports, fitness, arts, culture and parks are essential to personal, social, and economic well-being.

B. Belair, S., Brandon, R., Clapperton, T., Cooper, D., Culp, S., Harris, W., Hunt, G., Lane, J.S., Leggat, M., Moore, S., Okimi, K., Poland, J., Prout, S., Taylor, M. (2014).*Pathway to Recreation: Learning about Ontario's Accessibility Standard for the Design of Public Spaces.* Ontario: Parks and Recreation Ontario.

C. *Census Profile - Sault Ste. Marie, Ontario*. (2014, May 12). Retrieved from Statistics Canada.

D. Monteith Brown Planning Consultants, Tucker-Reid & Associates, The JF Group, Hill Strategies Research. (2009, July). Recreation, Parks & Culture Master Plan & South End Centre Component Study. Community Services Department, Community Design and Development Services Department, Guelph, 34

E. Monteith Brown Planning Consultants, F.J. Galloway Associates Inc., IBI Group. (October 2010). The Municipality of Chatham-Kent Parks and Recreation Master Plan. Chatham-Kent, 2-2

# City of Sault Ste. Marie
# Parks and Recreation Master Plan
# Action Plan

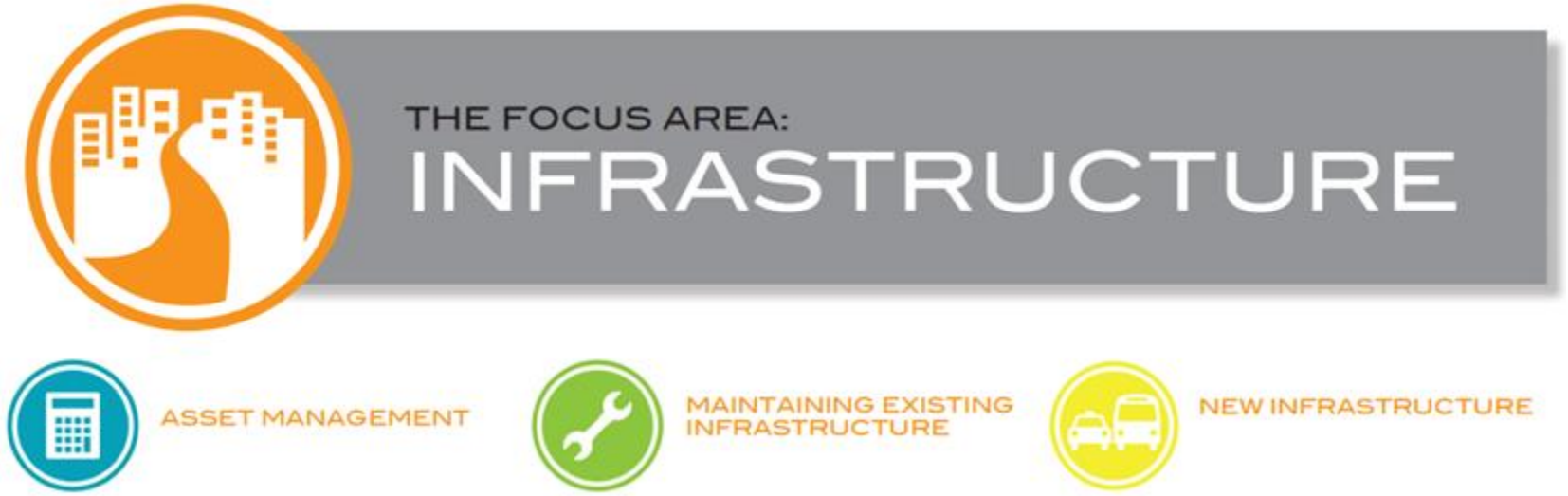
*Bellevue Park*

**Prepared by:**

**Community Services Department**

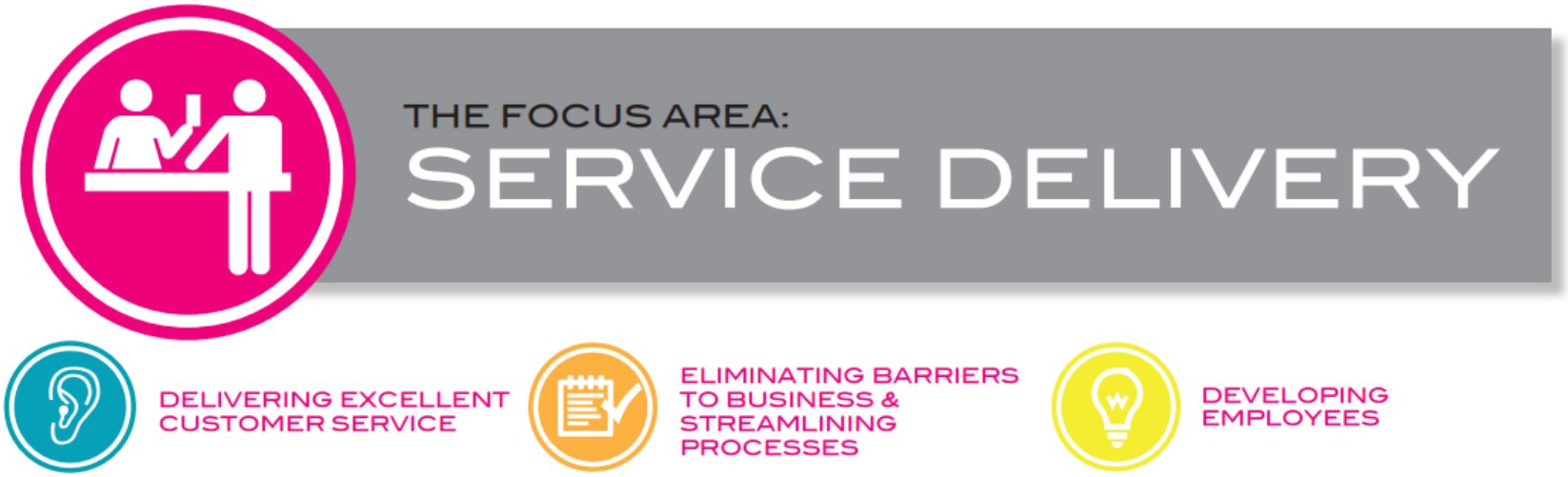
**Recreation & Culture Division**

***June 2016***




This priority focuses on maintaining the existing indoor and outdoor recreational facilities to meet the current needs, as well as monitoring and developing new strategies to address future facility needs. It supports the corporate strategic focus of asset management, maintaining existing infrastructure and planning for new infrastructure.

| Priority 1 | Objective |
|---|---|
| Infrastructure | a) Develop a plan that details the status of existing outdoor municipal sports facilities, preventive maintenance, future development and redevelopment options to meet demographic/cultural requirements from 2015 - 2025.<br>b) Evaluate the existing inventory of parks, open spaces and recreational facilities based on a shift toward multi-use, multi-purpose experiences.<br>c) Prepare a strategic plan for parks infrastructure.<br>d) Develop a plan that details the status of existing indoor municipal sports facilities, preventive maintenance, future development and redevelopment options to meet demographic/cultural requirements from 2015 - 2025.<br>e) Identify recreational opportunities that enable and support unstructured, self-scheduled, multi-ability, and low-cost activities, in addition to local sports and other organized activities. |




Service Delivery is a priority for the City of Sault Ste. Marie. Local government is viewed as the 'frontline' service provider with a vision that is forward thinking, transparent, responsive to community needs, and makes a difference in addressing community issues.

The City's recreation service areas must be flexible and respond not only to the ongoing strategic and operational requirements of their respective mandates but be able to free up limited resources to address pressing and emerging issues.[3] This priority supports the corporate strategic focus area of Service Delivery and the strategic directions of: Delivering excellent customer service; Eliminating Barriers to Business and Streamlining Processes and Developing Employees.

| Priority 2 | Objective |
|---|---|
| Service Delivery | a) Prepare a strategic plan for recreation services.<br>b) Review procedures to ensure long-term financial sustainability through the fiscally responsible and efficient management of resources.<br>c) Review policies, procedures and by-laws to ensure relevance.<br>d) Review departmental policies and procedures to define roles and responsibilities of key City departments in the delivery and administration of parks and recreation services.<br>e) Support accessible and inclusive opportunities to participate in parks and recreation activities, programs and services for all residents, regardless of age, gender, physical ability, ethnic origin, and economic means. |

Community health and wellness is an important value that is enhanced by participation in recreation activities. This priority supports the corporate strategic focus area: Quality of Life.

| Priority 3 | Objective |
|---|---|
| Quality of Life | a) Assess community and neighbourhood strengths, weaknesses, opportunities and challenges when planning the delivery of parks, recreation and leisure services.<br>b) Identify where the City should enhance or curtail services, programming and facilities in areas such as, but not limited to: children, youth, seniors and people at risk, community engagement, special needs, direct programming, facility allocation and partnerships.<br>c) Identify proactive strategies that accommodate the unique and growing parks and recreation needs created by residential intensification and a growing emphasis on 'walkability'.<br>d) Develop a strategic plan for enriching the lives of community members. |

Everyone has a stake in local recreation and parks. Strengthening relationships with user groups, community organizations, and public partners with the intent of enhancing community cooperation and partnerships will ensure tax dollars are spent wisely, that partnerships are being maximized, and that service gaps are being addressed in an efficient and effective manner.

| Priority 4 | Objective |
|---|---|
| Community Development & Partnerships | a) Evaluate current delivery system to ensure best practices and partnerships with other recreation providers are developed to provide quality and affordable programs<br>b) Prepare a plan to regularly engage and consult the community regarding parks and recreation services.<br>c) Analyze the current mix of services and programs (public, private and not-for-profit) available to residents of Sault Ste. Marie to determine if they are accessible and appropriately address the current and future needs of the residents of this community and our many visitors.<br>d) Review procedures to ensure long-term financial sustainability through the fiscally responsible and efficient management of resources.<br>e) Support accessible and inclusive opportunities to participate in parks and recreation activities, programs and services for all residents, regardless of age, gender, physical ability, ethnic origin, and economic means. |

**Projects in Progress or Completed are Highlighted**
R&C = Recreation & Culture Division
PWT = Public Works & Transportation Department
CCC= Community Centres Division

## Sault Ste. Marie Parks and Recreation 2015-2025 Action Plan

| | Objectives | Operational & Maintenance Actions | Time Frame | | | Lead |
|---|---|---|---|---|---|---|
| | | | 2015-18 | 2019-22 | 2022-25 | |
| **Infrastructure** | A. Develop a plan that details the status of existing outdoor municipal sports facilities, preventive maintenance, future development and redevelopment options to meet demographic/cultural requirements from 2015 - 2025. | 1. Resurface Shore Drive into Bellevue Marina to ticket dispenser area | X | | | R&C |
| | | 2. Replace roof on marina building | X | | | R&C |
| | | 3. Develop asset replacement plan for dock infrastructure | X | | | R&C/PWT |
| | | 4. Evaluate municipal inventory and utilization of public tennis courts. And address future sport needs. | X | | | |
| | | 5. Complete official size cricket pitch at Queen E Park, with storage shed and batting cage in shared field model | X | | | PWT |
| | | 6. Replace main service building roof at south office Roberta Bondar Park (RBP) | | X | | R&C |
| | | 5. Touch up galvanized coating on tent cables and anchors - RBP | | X | | R&C |
| | | 6. Replace interlock paver sections at RBP | X | | X | PWT |
| | B. Evaluate the existing inventory of parks, open spaces and recreational facilities based on a shift toward multi-use, multi-purpose experiences | 1. Develop barrier-free playground model - 1st at Bellevue Park, followed by other playgrounds | X | | | PWT/R&C |
| | | 2. Construct an inclusive, user-friendly all-wheels pump track at Esposito Park | X | | | PWT/R&C |
| | | 3. Install outdoor fitness equipment | X | | | PWT |
| | | 4. Horticulture - Creatively provide a diverse variety of floral displays, shrub beds, tree trimming and planting keeping pace with the diversity of species through the growing and producing of all plants used in the displays at the greenhouse at Bellevue Park | X | | | PWT |
| | | 5. Manage environmental tree issues with plan for replacement. | X | | | PWT |
| | C. Prepare a strategic plan for parks infrastructure. | 1. Installation of sprinkler system on Queen E. B field to improve overall turf quality | | X | | PWT |
| | | 2. Review and assess Jo Foreman Track surfacing to determine future needs. | X | | | CSD/PWT |
| | | 3. Identify a solution for addressing the poor circulation in the Bellevue Park Duck Pond as Per the Bellevue Park Pond Alternative Solutions Report. | X | | | PWT/ENG |
| | | 4. Review present Skate park, equipment & opportunities for expansion & future development, based on funding | X | | | R&C |
| | | 5. Replace Picnic Shelter at Pointe Des Chenes | X | | | PWT |

| | | | | | | |
|---|---|---|---|---|---|---|
| | D. Develop a plan that details the status of existing indoor municipal sports facilities, preventive maintenance, future development and redevelopment options to meet demographic requirements from 2015 - 2025. | 1. Upgrade main heating system-install Glycol feed system reservoir tank - Essar | X | | | CCD |
| | | 2. Obtain new ice resurfacer - Essar | X | | | CCD |
| | | 3. Complete application for solar project - NCC | X | | | CCD |
| | | 4. New departmental ice resurfacer | X | | | CCD |
| | | 5. New score clock - McMeeken Centre | X | | | CCD |
| | | 6. Replace ice refrigeration plant compressor -JRCC | X | | | CCD |
| | | 7. Repair, seal, patch and line parking lot - JRCC | X | | | CCD |
| | | 8. Repair sprinkler valve & manual shut off valves (contingency) -JRCC | X | | | CCD |
| | | 9. Glass Replacement at Arenas (August 2016) | X | | | CCD |
| | | 10. Replace fire sprinkler system – JRCC | X | | | CCD |
| | | 11. Upgrade parking lot, south side Seniors Drop-in Centre (SDC) and install new accessible ramp. | X | | | R&C |
| | | 12. Replace sealants at window perimeters - SDC | X | | | R&C |
| | | 13. Replace Lennox forced air furnaces & cooling units - SDC (asset management funding) – 2 done | X | | | R&C |
| | | 14. Upgrade walkway/ramp from parking lot - SDC | X | | | R&C |
| | | 15. Assess & repair sagging floor in 2nd floor kitchen-Steelton Seniors Centre (SSC) | | X | | R&C |
| | | 16. Complete localized brick & concrete repairs-SSC | | X | | R&C |
| | | 17. Replace lobby roof - SSC | X | | | R&C |
| | | 18. Replace main new wing roof-SSC | | X | | R&C |
| | | 19. Replace lobby fan coil unit & 4 older rooftop units at main wing-SDC & develop accessible route at Senior Drop in Centre | X | | | R&C |
| | | 20. Replace Boiler at Steelton Senior Centre | X | | | R & C |
| | E. Identify recreational opportunities that enable and support unstructured, self-scheduled, multi-ability, and low-cost activities, in addition to local sports and other organized activities | 1. Determine feasibility of converting outdoor ice rinks to plant operated multi season & multi-sport facilities and implement the design when funding and financial targets are met. | X | | | R&C |

| | Objectives | Operational & Maintenance Actions | Time Frame | | | Lead |
|---|---|---|---|---|---|---|
| | | | 2015-18 | 2019-22 | 2022-25 | |
| **Service Delivery** | A. Prepare a strategic plan for recreation services. | 1. Develop a comprehensive G.I.S. inventory of City parks and playground equipment with aging report | X | | | PWT |
| | | 2. Build and support sport and recreation opportunities and infrastructure in Sault Ste. Marie to keep pace with growth and needs. | | X | | PWT/R&C/CCD |
| | | 3. Develop a plan of action to address infrastructure amenities to address multi-sport complex for Strathclair Sports Complex. | X | | | R & C |
| | | 4. Develop a Master Plan for Bellevue Park. | | X | | R & C |
| | | 5. Develop a Master Plan Queen Elizabeth Sports Complex. | | X | | R & C |
| | B. Review policies, procedures and by-laws to ensure relevance. | 1. Develop a donation policy to guide the acceptance and administration of monetary and in-kind donations made to the Corporation of the City of Sault Ste. Marie in support of Parks and Recreation | X | | | R&C |
| | | 2. Ongoing review & updates will occur | X | | | ALL |
| | C. Review departmental policies and procedures to define roles and responsibilities of key City departments in the delivery and administration of parks and recreation services | 1. Develop of online scheduling and booking tools/policies | X | | | R&C/CCD |
| | | 2. Implement a consistent communication policy in the area of electronic communication with the part-time and area specific staff (schedules, facility news, etc.) | X | | | R&C/CCD |
| | | 3. Develop playground replacement/implementation guidelines. | X | | | PWT/R&C |

| | Objectives | Operational & Maintenance Actions | Time Frame | | | Lead |
|---|---|---|---|---|---|---|
| | | | 2015-18 | 2019-22 | 2022-25 | |
| **Quality of Life** | A. Assess community and neighbourhood strengths, weaknesses, opportunities and challenges when planning the delivery of parks, recreation and leisure services | 1. Improve layout of Sault Ste. Marie Sports Hall of Fame located at the John Rhodes Community Centre. | X | | | R&C |
| | | 2. Review the fountain at Clergue Park and determine opportunities for new and enhanced park features. | X | | | PWT/R&C |
| | B. Identify where the City should enhance or curtail services, programming and facilities in areas such as, but not limited to: children, youth, seniors and people at risk, community engagement, special needs, direct programming, facility allocation and partnerships | 1. Rehabilitation/reconstruction review - McMeeken Arena | X | | | CCD |
| | | 2. Increase recreation opportunities through the installation of a climbing wall at the John Rhodes Community Centre Pool | | X | | CCD |
| | | 3. Northern Community Centre – i.e. portable flooring, fencing | | X | | CCD |
| | | 4. Implementation of the Cycling Master Plan | | X | | PWT |
| | | 5. Protective Padding on steel columns at Northern Community Centre | X | | | CCD |
| | C. Identify proactive strategies that accommodate the unique and growing parks and recreation needs created by residential intensification and a growing emphasis on 'walkability' | 1. Develop a range of workout programs designed for a variety of target groups (beginners, intermediate, seniors and accessible options) available on City website | X | | | R&C |
| | | 2. Installation of additional accessible playground components at City of Sault Ste. Marie playgrounds | X | | | PWT/R&C |
| | | 3. Installation of an additional accessible swing for children with limited mobility at Bellevue Park | X | | | PWT |
| | | 4. Assess feasibility of installation of a community splash park | | X | | R&C/PWT |
| | | 5. Enhance Bellevue Park playground components through community partnerships | X | | | R&C/PWT |
| | D. Develop a strategic plan for enriching the lives of community members | 1. Development of a community dog park in partnership with the L.O.L. Dog Group | X | | | R&C/PWT |
| | | 2. Lighting of Slow-pitch Field "A" to include parking lot area | X | | | R&C/PWT |
| | | 3. Replacement of the picnic shelter at Pointe Des Chenes Day Park | X | | | R&C/PWT |
| | | 4. Assess bleachers at Rocky DiPietro Field and implement recommendations | X | | | PWT |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | 5. Enhance site services to include lighting particularly in the band shelter area and parking lots at Bellevue Park | | | X | PWT |
| | | 6. Install an additional picnic shelter with a common architectural theme near the parking lots off Shore Drive Bellevue Park | | | X | PWT |
| | | 7. Redesign layout of Anna McCrea outdoor ice rink to improve efficiencies | X | | | PWT |
| | | 8. Review rink shacks and services supporting use of park area (i.e.: water fountains, washrooms, storage) | X | | | PWT |
| | | 9. Review the need for additional amenities at outdoor recreational areas such as; washrooms, shelters, benches and water fountains at outdoor recreation locations. | | | X | R&C |

| | Objectives | Operational & Maintenance Actions | Time Frame | | | Lead |
|---|---|---|---|---|---|---|
| | | | 2015-18 | 2019-22 | 2022-25 | |
| **Community Development & Partnerships** | A. Evaluate current delivery system to ensure best practices and partnerships with other recreation providers are developed to provide quality and affordable programs. | 1. Review programs and services on a divisional basis to ensure effective and efficient delivery | X | | | R&C/CCD |
| | | 2. Upgrade the Community Services Department's facility scheduling and registration software system to provide an online presence, providing customers with information, including registration and payment options | X | | | R&C/CCD |
| | | 3. Conduct staff training in customer service to include orientation on new computer software applications | X | | | R&C/CCD |
| | | 4. Develop a consistent design for recreation and culture activity guides and booking packages | | X | | R&C/CCD |
| | | 5. Provide outdoor non-conventional play spaces that provide options for affordable free play such as ball hockey, outdoor plant operated ice rinks and amenities. | | X | | R&C/PWT |
| | | 6. Partner with Sault Ultimate Players' Association to investigate and develop a disc golf course. | X | | | R & C |
| | B. Prepare a plan to regularly engage and consult the community regarding parks and recreation services. | 1. Review community playground needs through use of demographics, neighbourhood feedback and community data and historic information to determine needed locations, playground equipment type and implementation plan | | X | | R&C/PWT |
| | C. Analyze the current mix of services and programs (public, private and not-for-profit) available to residents of Sault Ste. Marie to determine if they are accessible and appropriately address the current and future needs of the residents of this community and our many visitors | 1. Review alternative programming opportunities and explore partnerships to assist in the delivery. | X | | | R&C |
| | D. Review procedures to ensure long-term financial sustainability through the fiscally responsible and efficient management of resources | 1. Advocate for the development of a Sault Ste. Marie grass roots sport tourism support network which would provide guidance, support and collaboration with volunteer sporting organizations in pursuit of tournaments and special events | | X | | CCD |

| | | | | | | |
|---|---|---|---|---|---|---|
| **Community Development & Partnerships** | E. Support accessible and inclusive opportunities to participate in parks and recreation activities, programs and services for all residents, regardless of age, gender, physical ability, ethnic origin, and economic means | 1. Promote successes in engaging youth and identify any gaps in the provision/enabling of youth services, as a recognized "Youth Friendly Community" by the Parks and Recreation Ontario Play Works program | X | | | R&C |
| | | 2. Ensure that policies regarding staff use of technology align with the communication preferences of youth | X | | | R&C |
| | | 3. Provide information and opportunities for youth focused use of municipal parks and recreation services | X | | | Mayor's Office/R&C |
| | | 4. Recreation and Culture in partnership with the Mayor's Office administer the Mayor's Youth Advisory Council | X | | | Mayor's Office/R&C |
| | | 5. Develop an Older Adults Plan to address the changing needs of residents 55 years of age and over | | X | | R&C |
| | | 6. Assess the impacts on resources and service delivery, including programs delivered by others | | X | | R&C/CCD |
| | | 7. Develop a pricing strategy for participation in programs, as well as a financial assistance program for those who cannot afford to participate in programs and services | | X | | R&C |
| | | 8. Support the Age Friendly Community Planning initiative | X | | | R&C |

# City of Sault Ste. Marie
# Parks and Recreation Master Plan
# Appendices

*Bellevue Park*

**Prepared by:**

**Community Services Department**

**Recreation & Culture Division**

***June 2016***

# List of Appendices

**APPENDIX A – Summary of Community Feedback** ..... **3**
**APPENDIX B – Data Collection: Sporting Groups** ..... **4**
**APPENDIX C – Data Collection: Organizations** ..... **8**
**APPENDIX D – Data Collection: Senior Citizens** ..... **10**
**APPENDIX E – Data Collection: Community – General Public** ..... **14**
**APPENDIX F – Data Collection: Youth (age 13 – 19)** ..... **22**
**APPENDIX G: Comments: Suggested Facility Operational Improvements – Sporting Groups & Organizations:** ..... **32**

## APPENDIX A – Summary of Community Feedback

| | |
|---|---|
| **Social Factors** | ▪ Youth showed interests in sports and physical activity, special events, leadership training and facility development focusing on youth interests<br>▪ Increased need for youth engagement<br>▪ Aging population & the "New Seniors age 55+"<br>▪ Increased need for affordable recreation opportunities<br>▪ Focus on user-friendly designs and options<br>▪ Growing interest in self-serve options |
| **General Provision of Services** | ▪ Informed citizens with greater expectations<br>▪ Funding challenges<br>▪ Emphasis on community partnerships and resource sharing<br>▪ Growing emphasis on accommodating people with disabilities<br>▪ Volunteer groups require additional support services such as training opportunities, nurturing partnerships to improve facilities and programs<br>▪ Over half of the sporting groups surveyed believe that there will be an increase in participation in the future<br>▪ Most sporting leagues and organizations are volunteer driven |
| **Outdoor Facilities** | ▪ Aging infrastructure<br>▪ Active seniors growing interest in physical activity opportunities<br>▪ Need for support amenities such as benches and washrooms (i.e. along the John Rowswell Hub Trail)<br>▪ Environmental awareness<br>▪ Emerging new activities (cricket, skatepark, hiking, pickleball)<br>▪ Usage of facilities is increasing and users require more services<br>▪ Citizens are interested in neighbourhood-based play options and recreational opportunities |
| **Indoor Facilities** | ▪ Aging infrastructures<br>▪ Usage of facilities is increasing and require more services<br>▪ Facilities/infrastructure require continued investment<br>▪ Increase in special events and multi-use options<br>▪ Citizens are interested in neighbourhood based play options and recreational opportunities |

## APPENDIX B – Data Collection: Sporting Groups

19 surveys were completed.

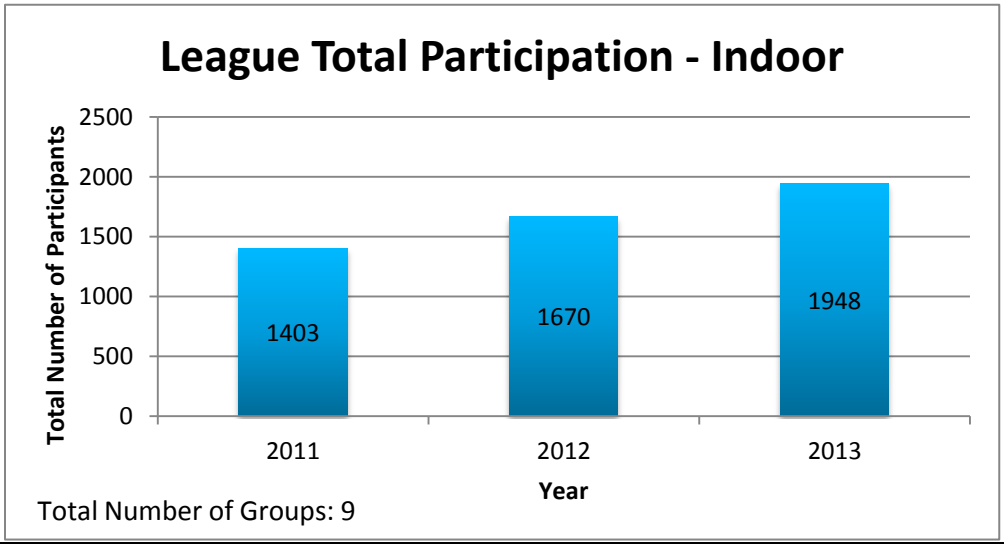
Satisfaction with Current Facilities:

- Scale of 1 to 5 used where 1 is poor and 5 is excellent

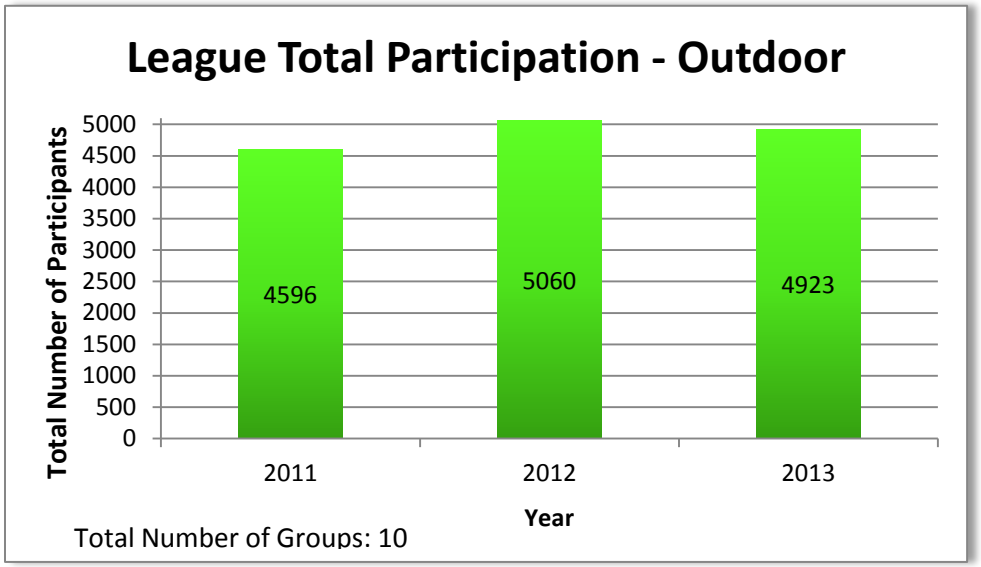
| Question | Average Importance to user groups | Average Our performance |
|---|---|---|
| **1. Facilities and equipment are kept clean and in good repair** | 5 | 3.94 |
| **2. Concerns and complaints are handled quickly and accurately** | 4.73 | 3.72 |
| **3. Leisure Services employees work hard to ensure facilities are ready to be utilized by the public** | 4.5 | 3.61 |
| **4. Leisure Services management and staff have the experience and training to handle my needs** | 4.65 | 3.91 |
| **5. Leisure Services employees recognize me as a valuable client or user group** | 4.73 | 3.73 |

The degree the Sporting Groups agree with the following statements:

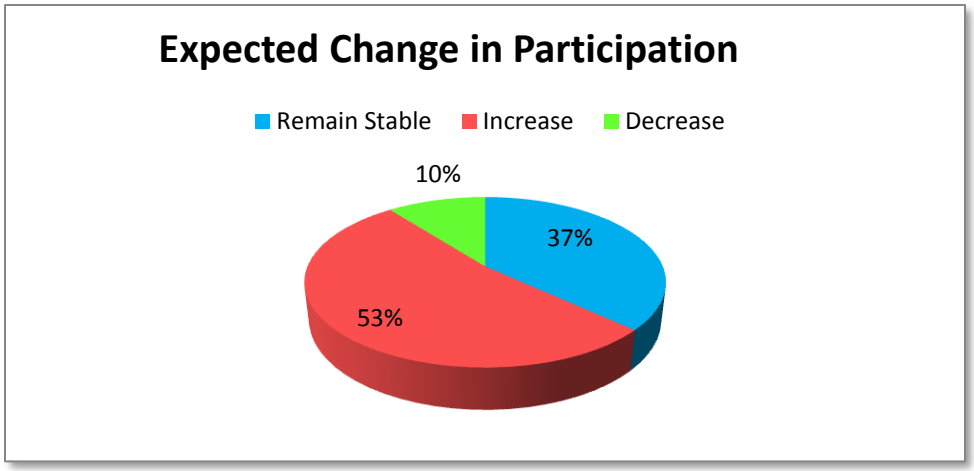
| Statement | Strongly Agree | Agree | Neither Agree nor Disagree | Disagree | Strongly Disagree |
|---|---|---|---|---|---|
| **Your group's volunteers require additional support and resources from the City** | 22% | 17% | 33% | 17% | 11% |
| **The City should explore partnerships with public and non-profit organizations to improve facilities/programs** | 39% | 44% | 11% | 6% | / |
| **The City employs a holistic view of health, wellness and active living through policies and services** | 10.5% | 37% | 47% | / | 5.5% |
| **Sport tourism is an important component toward enhancing the development of sporting programs** | 60% | 28% | 6% | 6% | / |
| **Our organization has the capacity to help facilitate and organize a sport tourism event** | 47% | 42% | 5.5% | 5.5% | / |




Observation:
There is an increasing trend in the total participation of indoor recreational activities




| Observation: |
| --- |
| There appears to be a plateau in the number of participants in outdoor recreational activities |




Observation:
Over half of all Sporting Groups believe that there will be an increase in participation in the future

Additional comments:

- Additional ice time for hockey sporting groups
- Development of sports tourism, becoming a viable commercial industry
- Additional pool hours (John Rhodes) as well as a re-evaluation of age restriction on competitive swimming
- Creation of turf football fields
- Improvements to soccer and baseball/slo-pitch fields

## APPENDIX C – Data Collection: Organizations

24 surveys were completed.

Satisfaction with Current facilities:

- Scale of 1 to 5 used where 1 is poor and 5 is excellent

| Question | Average Importance to user groups | Average Our performance |
|---|---|---|
| **1. Facilities and equipment are kept clean and in good repair** | 4.74 | 4.36 |
| **2. Concerns and complaints are handled quickly and accurately** | 4.66 | 4.46 |
| **3. Leisure Services employees work hard to ensure facilities are ready to be utilized by the public** | 4.71 | 4.58 |
| **4. Leisure Services management and staff have the experience and training to handle my needs** | 4.70 | 4.54 |
| **5. Leisure Services employees recognize me as a valuable client or user group** | 4.63 | 4.34 |

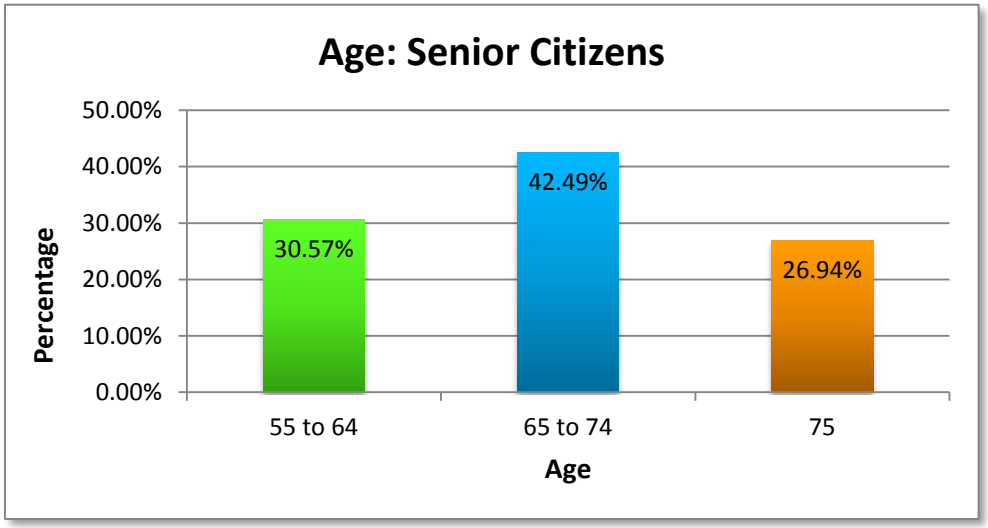
The degree the Organizations agree with the following statements:

| Statement | Strongly Agree | Agree | Neither Agree nor Disagree | Disagree | Strongly Disagree |
|---|---|---|---|---|---|
| **Your group's volunteers require additional support and resources from the City** | 9% | 45.5% | 27% | 4.5% | 14% |
| **The City should explore partnerships with public and non-profit organizations to improve facilities/programs** | 23% | 36% | 32% | / | 9% |
| **The City employs a holistic view of health, wellness and active living through polities and services** | 9% | 54.5% | 32% | / | 4.5% |
| **Sport tourism is an important component toward enhancing the development of sporting programs** | 18% | 45.5% | 32% | / | 4.5% |
| **Our organization has the capacity to help facilitate and organize a sport tourism event** | 19% | 29% | 19% | 14% | 19% |

## APPENDIX D – Data Collection: Senior Citizens

193 surveys were completed.

Age:




Observation:
About 31% of respondents are aged 55 to 64, 42% are between the ages of 65 to 74 and 27% are 75 and over

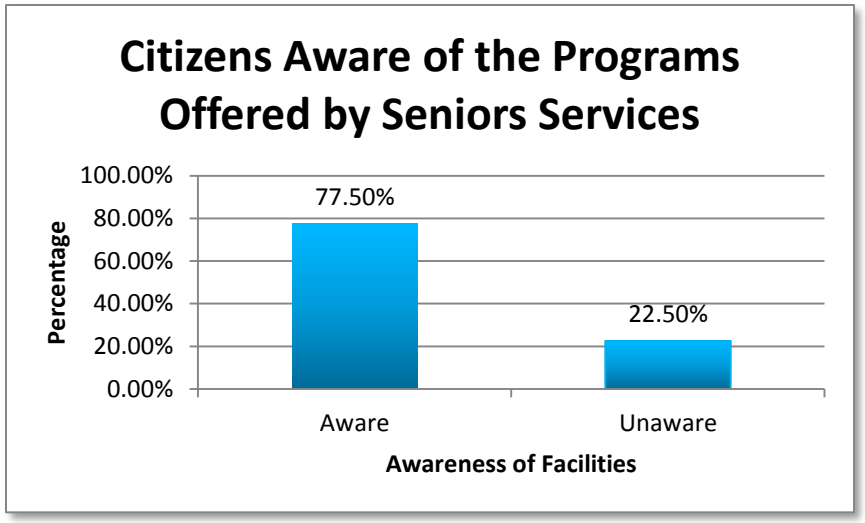
Gender:
74.61% of respondents were female while 25.39% were male.

Residents of Sault Ste. Marie:
98.45% are residents of Sault Ste. Marie while 1.55% are non-residents.

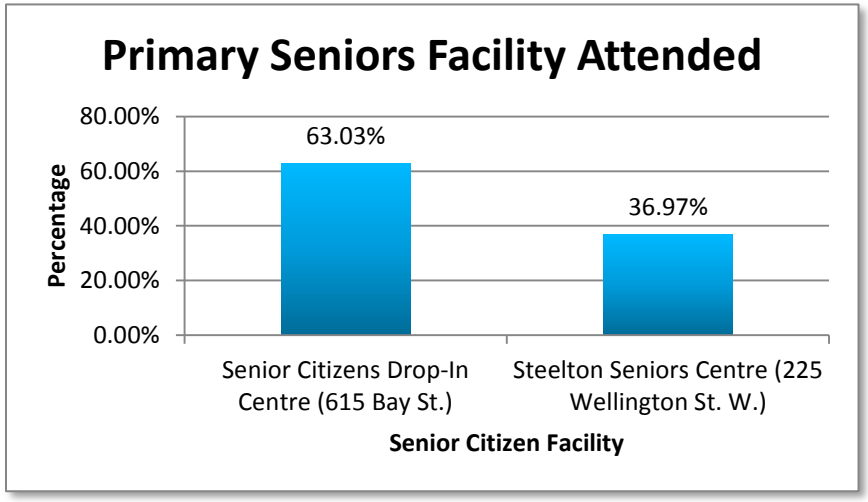
Full-time vs. seasonal residency:
95.85% or respondents were permanent residents while 4.15% were seasonal residents of Sault Ste. Marie.

Experience at City of Sault Ste. Marie facilities:

| Statement | Strongly Agree | Somewhat Agree | Neutral | Somewhat Disagree | Strongly Disagree | N/A |
|---|---|---|---|---|---|---|
| **I am satisfied with the current city of SSM recreation programs** | 17.62% | 33.16% | 24.35% | 13.47% | 5.70% | 5.70% |
| **The City of SSM offers adequate continued learning programs** | 20.21% | 34.72% | 25.91% | 9.33% | 3.63% | 6.22% |
| **The City of SSM offers recreational programs I enjoy** | 27.46% | 23.83% | 25.91% | 10.88% | 3.11% | 8.81% |
| **The City of SSM offers sports programs I enjoy** | 16.58% | 21.76% | 34.20% | 8.81% | 8.81% | 9.84% |
| **The City of SSM meets my recreational and sports needs** | 14.51% | 27.46% | 26.42% | 12.44% | 10.36% | 8.81% |
| **The City of SSM John Rhodes Community Centre Pool meets my recreational needs** | 23.83% | 20.73% | 36.79% | 6.22% | 2.59% | 9.84% |
| **The City of SSM offers adequate access to available social programs** | 19.69% | 30.57% | 31.61% | 7.25% | 2.07% | 8.81% |




Observation:
Although the majority of seniors are aware of the programs offered by Seniors Services, over 20% still need to be informed




Observation:
Two thirds of the surveyed seniors who have used seniors' facilities have attended the Senior Citizen Drop-In Centre; one third have visited the Steelton Seniors Centre.

Common themes: Programs that are important:

- Crafts: quilting, bunka, sewing, crocheting, etc.
- Tennis: indoor and outdoor
- Dinners (dinner dance), luncheons and teas
- Art: painting, drawing, etc.
- Walking/hiking, both the boardwalk and hub trail
- Dancing
- Card games: bridge, 500 cards, etc.
- Pool: swimming and aquabics
- Exercise: zumba, fitness classes, weight lifting, etc.
- Yoga

Common themes: Recommended future leisure activities:

- Tennis: working courts
- Exercise programs: Pilates, weight training, Tai Chi
- Technology programs
- Dog park
- Male-oriented programs

Additional comments:

- One quarter of respondents believe there is a need for additional parking at the Steelton Senior Centre
- Many respondents feel that the tennis courts in the City need to be updated to allow for safe tennis playing
- Several requested an increase in public restrooms, seating and garbage cans along the Hub Trail
- Inclusion of seniors on fixed incomes is important
- Staff and senior centre have great friendly atmosphere
- Would like to see additional activities available, including swimming, yoga and Zumba

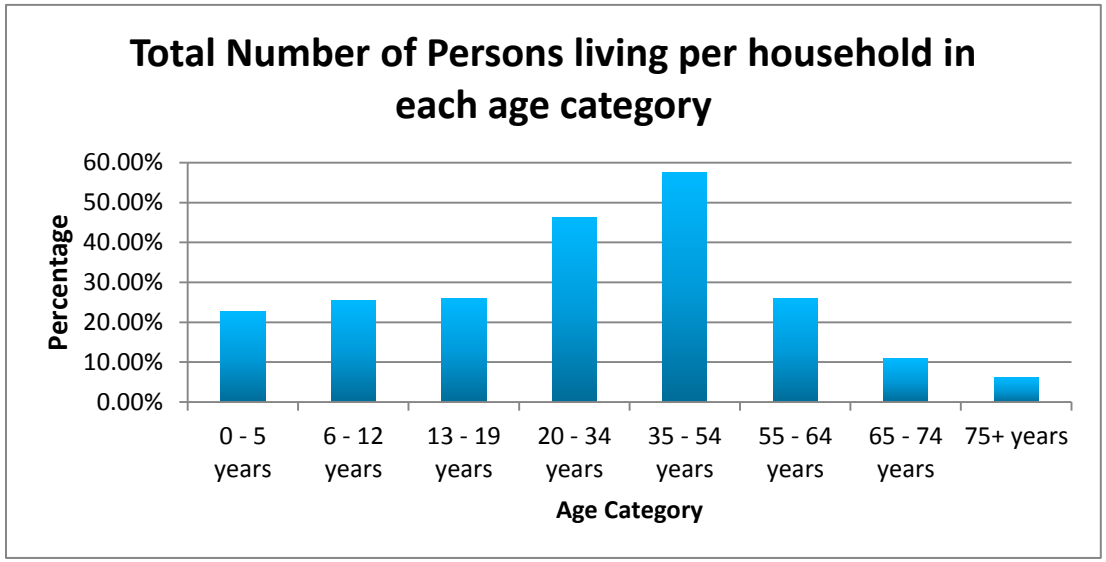
## APPENDIX E – Data Collection: Community – General Public

899 surveys completed.

Average year of birth of respondents: 1960

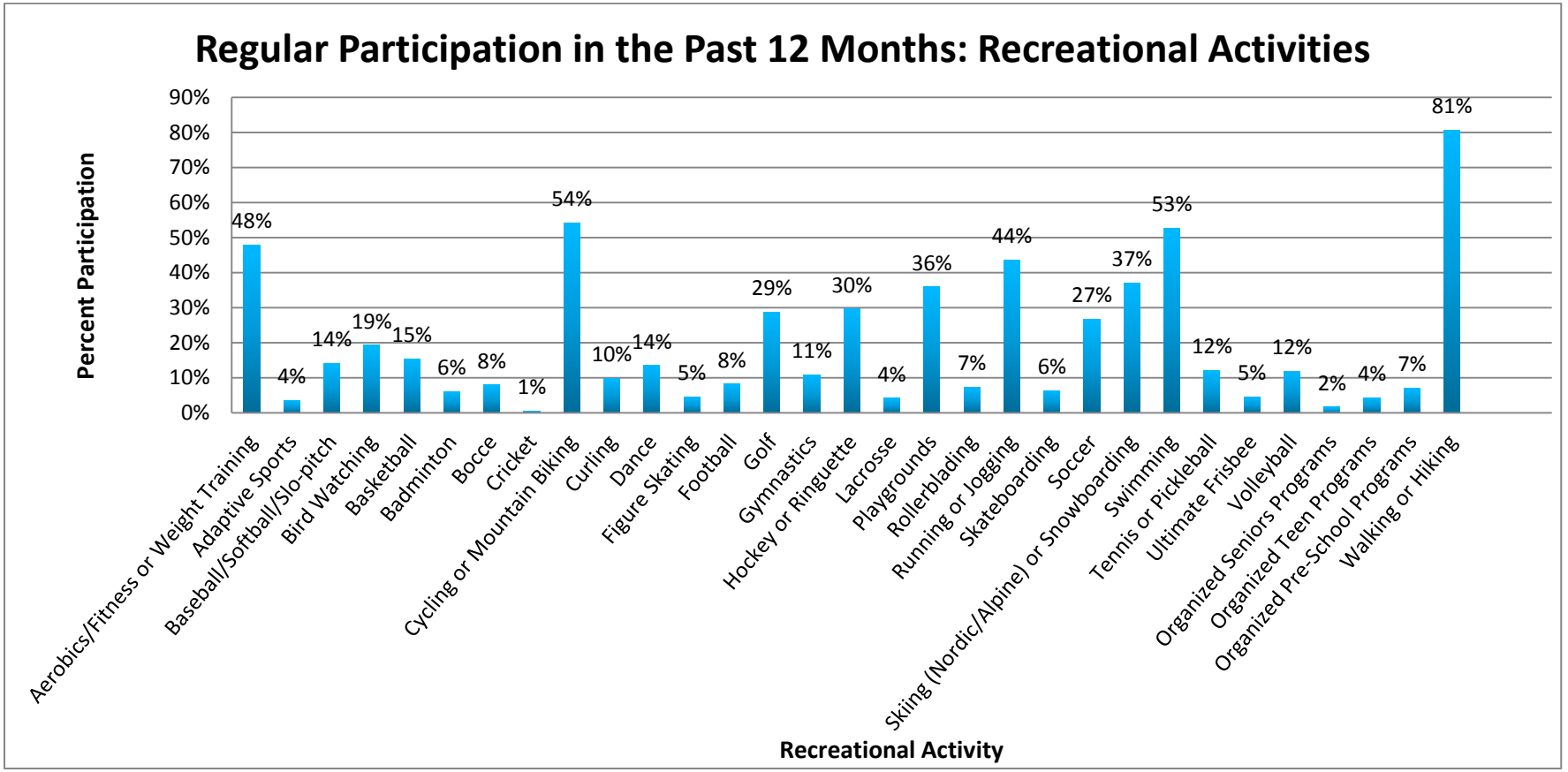
Gender: 52.12% of respondents were male while 47.88% were female.

Average number of people currently living per household: 3




Observation:
The total number of persons living per household in each age category generally resembles the plot of the age categories of the whole of Sault Ste. Marie (refer to pg. 7 “City of Sault Ste. Marie Demographic Overview” for graph).

Participation in recreational activities in the past 12 months:

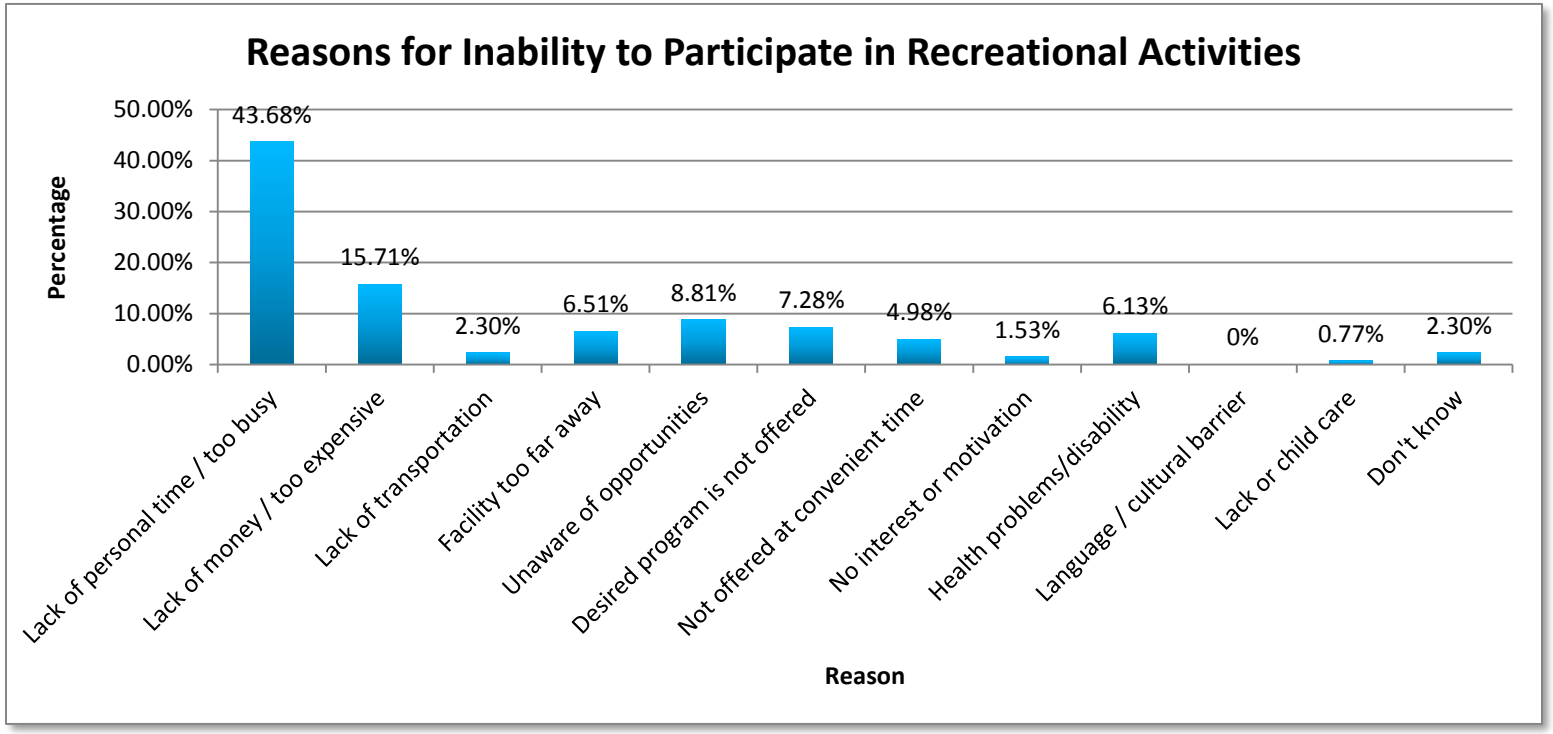



Additional activities:

- Snow Shoeing
- Skating
- Fishing/Boating/Kayaking
- Yoga
- Martial Arts

Are members of the community participating in parks and recreational activities as often as they would like:

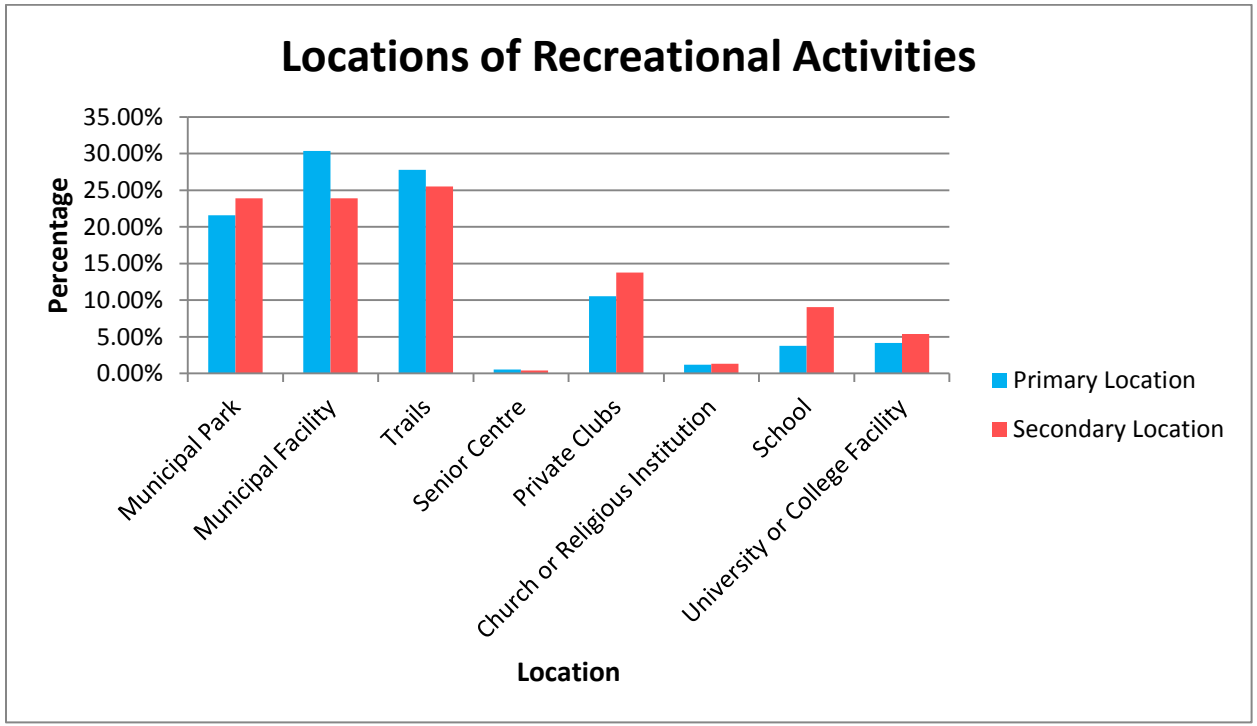
- 50.47% responded YES
- 38.86% responded NO
- 10.66% responded Don't Know




Additional reasons for inability to participate in recreational activities:

- Lack of/inadequate facilities
- Facilities in disrepair: e.g. tennis courts
- Weather
- Age limitations

Primary and secondary location of recreational activities:




Is there a need for additional facilities:

- 62.36% responded YES
- 21.47% responded NO
- 16.17% responded Don't Know

What facilities are required:

- Off leash dog park
- Water park/splash pad
- Additional parks downtown
- Further development of Hub Trails/biking trails, also maintained in winter
- Additional community pool – West End
- Updates and repairs to existing tennis courts, additional indoor tennis courts for year round use
- Ice rink facilities
- Additional/repaired soccer fields – both indoor and outdoor

Importance of City operated facilities:

| | Very Important 5 | 4 | 3 | 2 | Not at all Important 1 | N/A |
|---|---|---|---|---|---|---|
| **Indoor recreation facilities** | 58.74% | 16.44% | 12.26% | 7.77% | 3.59% | 1.20% |
| **Summer outdoor recreation facilities** | 55.52% | 24.18% | 10.75% | 7.16% | 1.94% | 0.45% |
| **Winter outdoor recreation facilities** | 39.88% | 22.36% | 20.09% | 10.73% | 6.34% | 0.60% |
| **Parks and playgrounds** | 52.03% | 24.51% | 15.04% | 5.71% | 1.65% | 1.05% |
| **Passive parks that preserve natural areas** | 57.47% | 23.23% | 12.22% | 4.37% | 1.51% | 1.21% |
| **Trails and pathways** | 70.12% | 18.62% | 6.31% | 2.25% | 2.10% | 0.60% |
| **Pools** | 45.98% | 22.76% | 14.72% | 8.65% | 6.22% | 1.67% |
| **Seniors Centres** | 22.15% | 13.20% | 13.35% | 15.78% | 19.73% | 15.78% |
| **Marinas** | 24.10% | 14.31% | 16.11% | 14.16% | 21.69% | 9.64% |

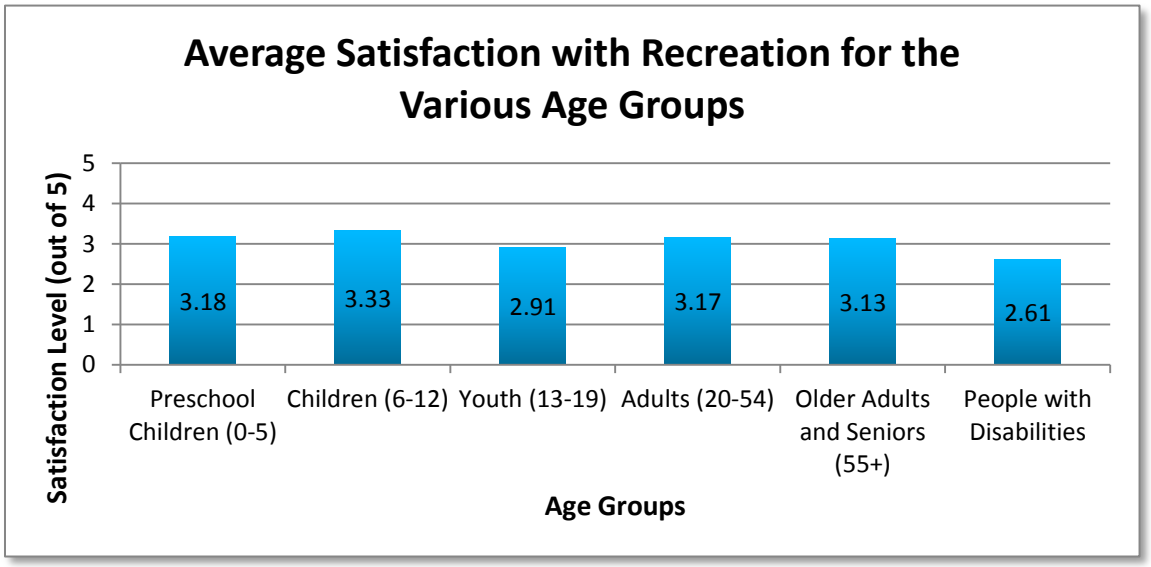
Satisfaction with the quality and condition of City operated facilities:

| | Very Important 5 | 4 | 3 | 2 | Not at all Important 1 | N/A |
|---|---|---|---|---|---|---|
| **Indoor recreation facilities** | 19.82% | 43.82% | 24.14% | 5.37% | 2.38% | 4.47% |
| **Summer outdoor recreation facilities** | 10.94% | 34.18% | 27.89% | 10.64% | 9.75% | 6.60% |
| **Winter outdoor recreation facilities** | 14.74% | 38.35% | 25.41% | 5.71% | 1.95% | 13.83% |
| **Parks and playgrounds** | 10.68% | 36.39% | 35.64% | 9.62% | 3.76% | 3.91% |
| **Passive parks that preserve natural areas** | 13.27% | 37.20% | 30.62% | 11.46% | 2.87% | 4.68% |
| **Trails and pathways** | 23.38% | 41.18% | 24.43% | 7.39% | 2.11% | 1.51% |
| **Pools** | 19.21% | 36.13% | 23.78% | 5.49% | 2.59% | 12.80% |
| **Seniors Centres** | 5.33% | 12.48% | 13.55% | 3.81% | 1.52% | 63.32% |
| **Marinas** | 5.30% | 16.82% | 21.06% | 7.42% | 5.15% | 44.24% |

Satisfaction with customer service at City operated facilities:

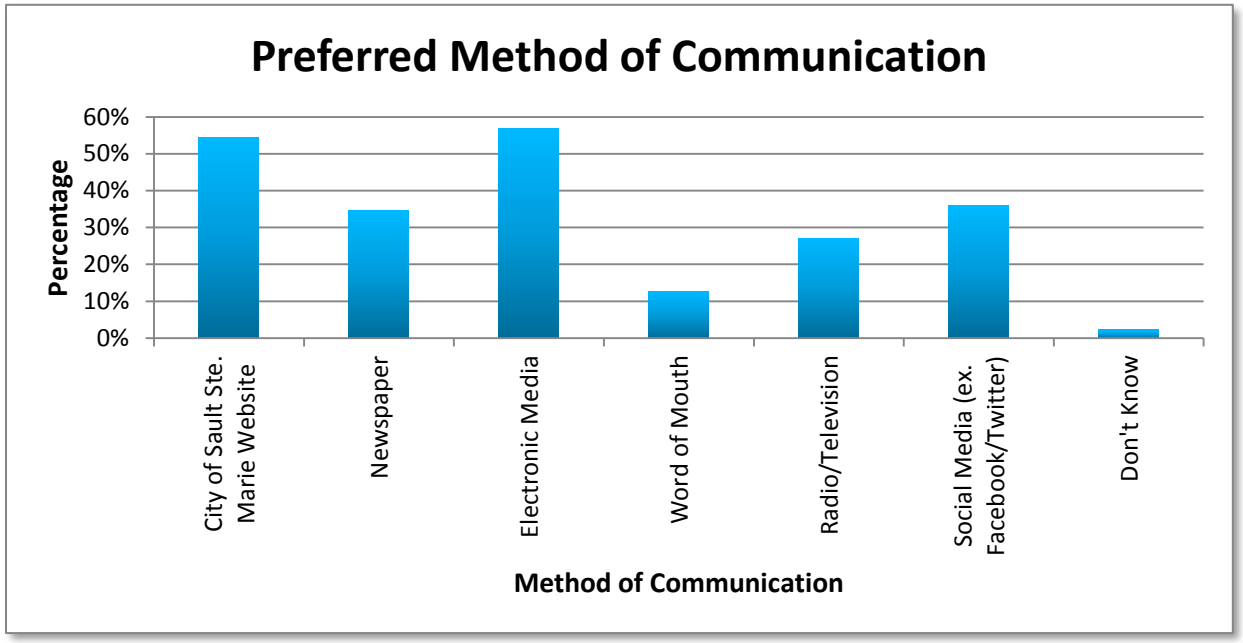
| | Very Important 5 | 4 | 3 | 2 | Not at all Important 1 | N/A |
|---|---|---|---|---|---|---|
| **Indoor recreation facilities** | 17.35% | 36.65% | 24.74% | 6.64% | 3.92% | 10.71% |
| **Summer outdoor recreation facilities** | 11.63% | 29.15% | 26.59% | 9.97% | 6.34% | 16.31% |
| **Winter outdoor recreation facilities** | 11.09% | 28.42% | 25.08% | 7.75% | 2.89% | 24.77% |
| **Parks and playgrounds** | 12.20% | 28.51% | 24.70% | 9.30% | 3.66% | 21.65% |
| **Pools** | 18.29% | 28.35% | 24.54% | 6.10% | 3.20% | 19.51% |
| **Seniors Centres** | 8.45% | 10.29% | 12.75% | 1.84% | 1.69% | 65.98% |
| **Marinas** | 7.38% | 14.46% | 15.54% | 6.46% | 4.77% | 51.38% |

Satisfaction with parks, recreational facilities and recreational opportunities provided by the Corporation of the City of Sault Ste. Marie for the following age groups:




Observation:
It appears that both youth aged 13 – 19 and people with disabilities are the least satisfied with the recreation available to them; recreation available to children aged 6 – 12 seems to be the most satisfying.

Preferred method to obtain information regarding parks and recreation:



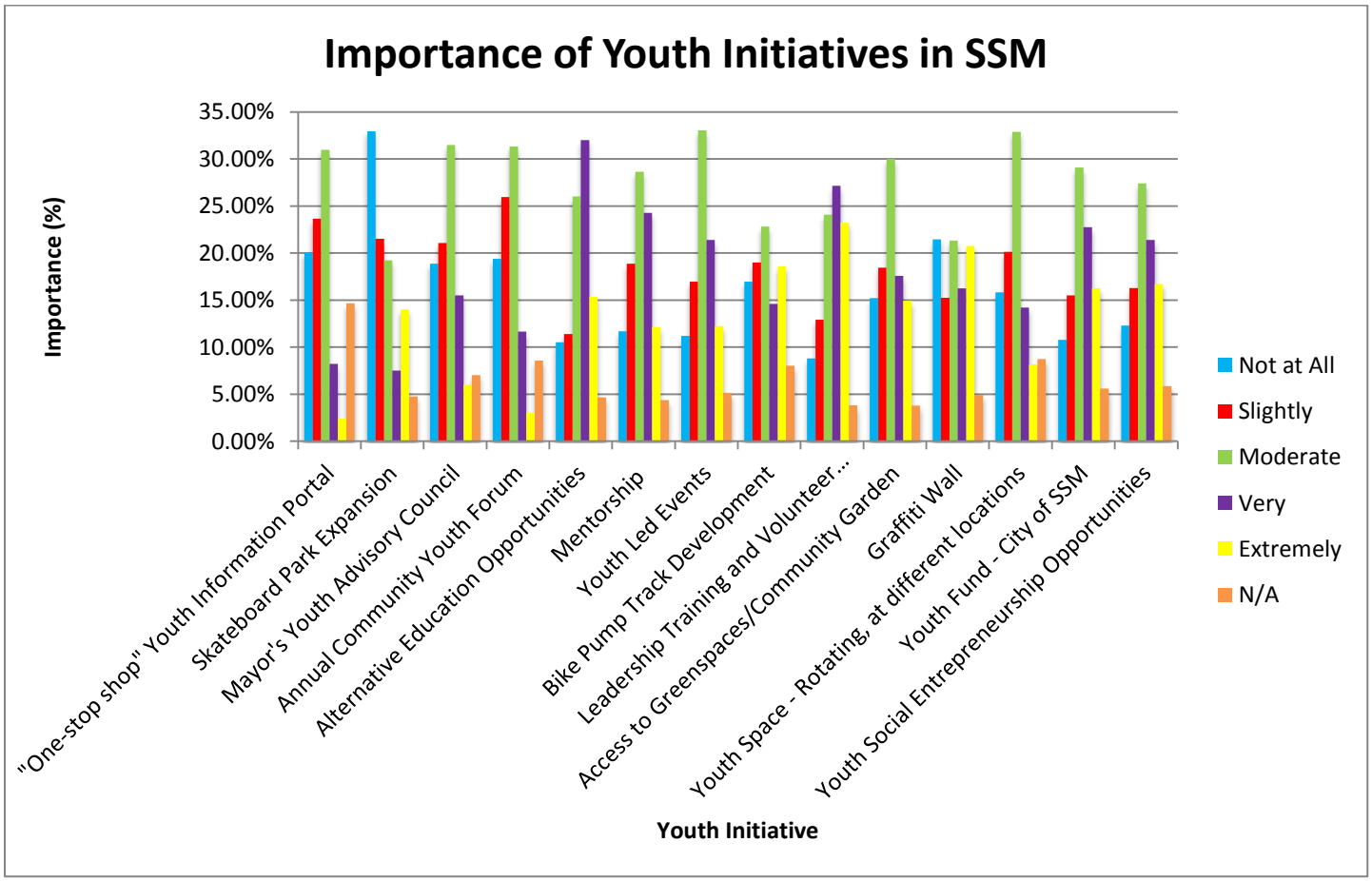

Observation:
The most common preferred method of communication between The City of Sault Ste. Marie and the community is through electronic media, followed by the City website, social media, newspaper and the radio/television.

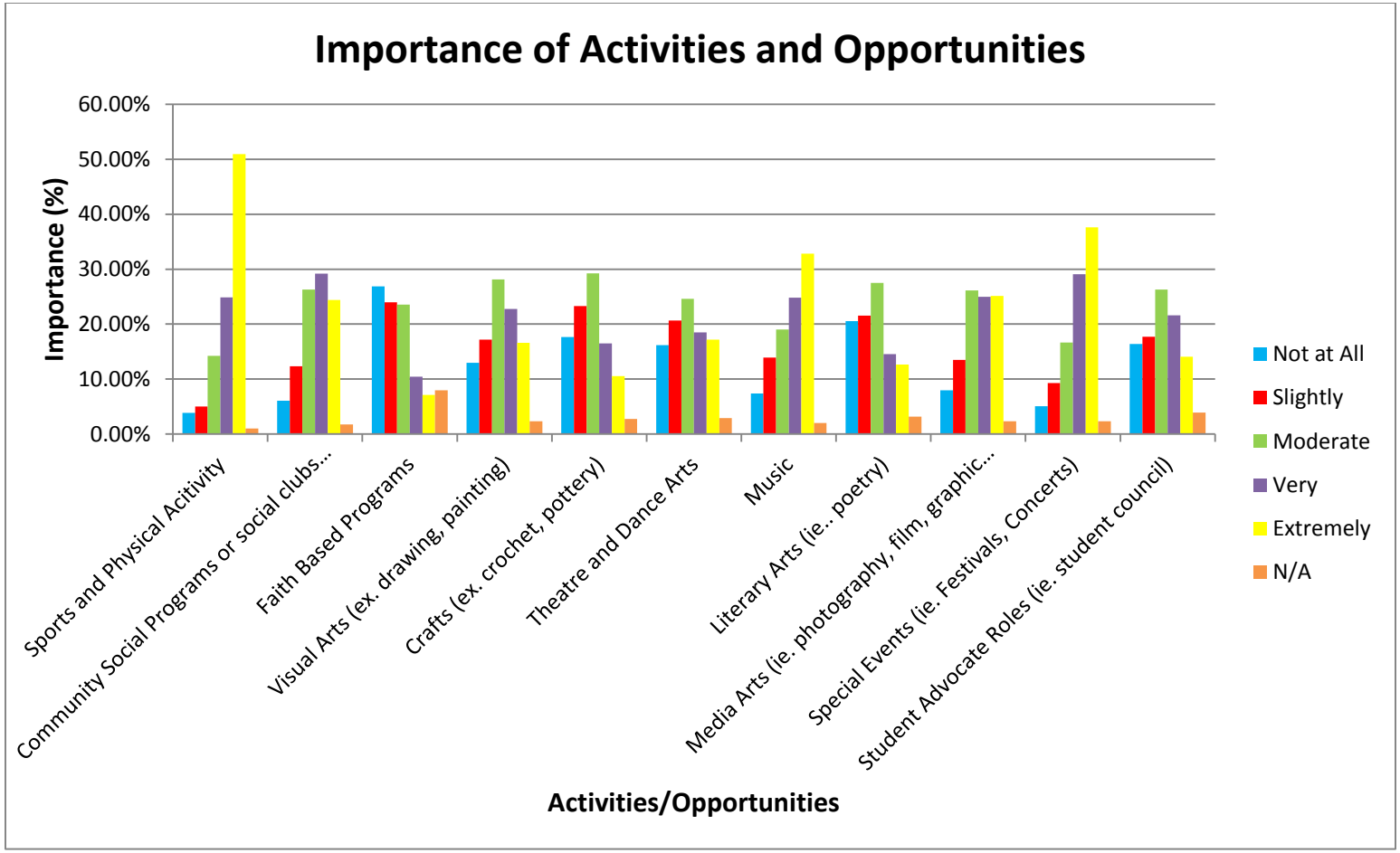
Additional comments:

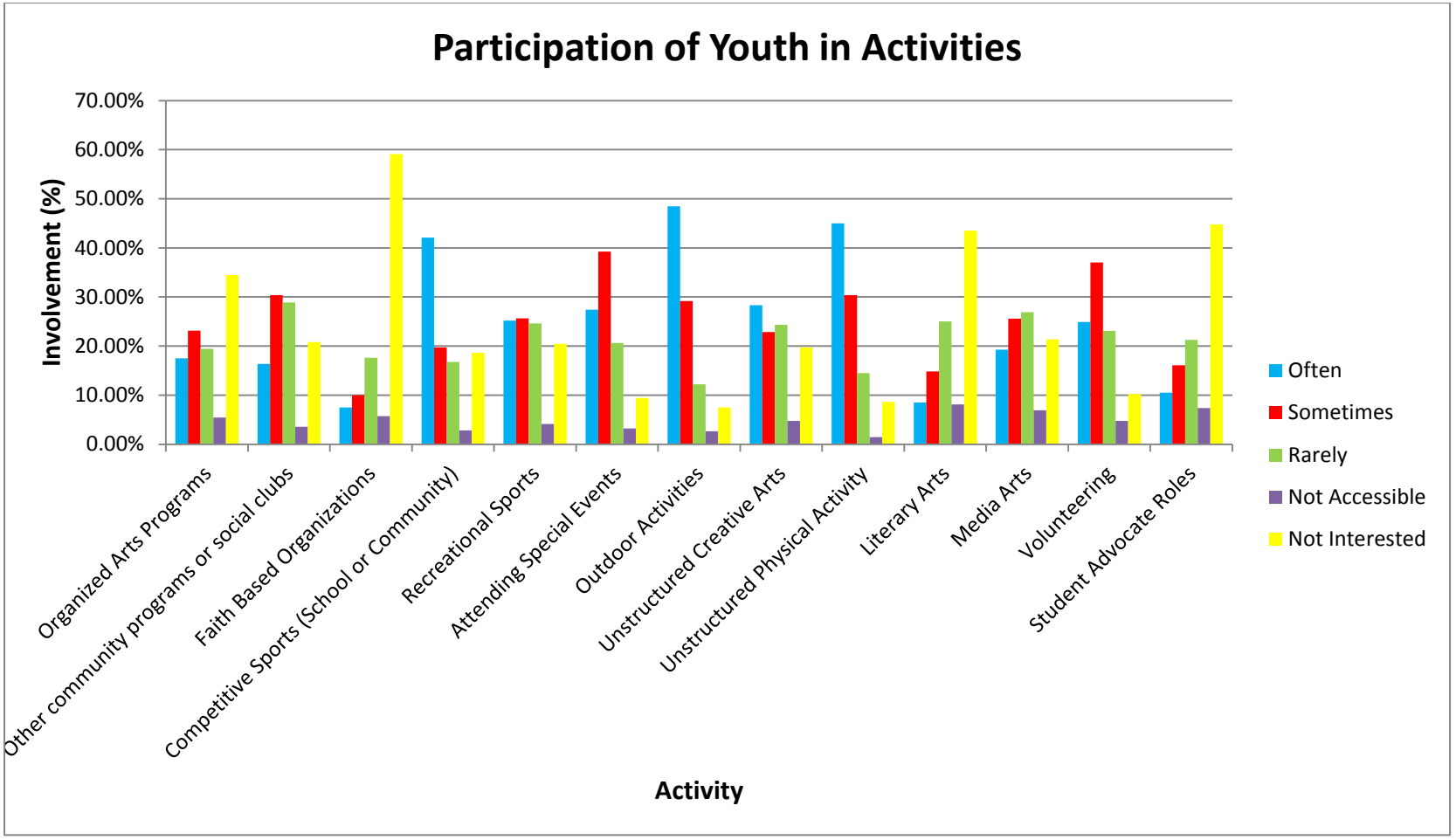
- Restroom facilities on the Hub Trail as well as additional garbage disposal needed
- Conditions of soccer fields at Strathclair need to be addressed
- Repair/clean-up of neighbourhood parks
- Low-cost programs that allow for inclusion of all families
- Additional free swim hours at the John Rhodes or new community pool facility
- Improvement of local tennis courts/addition of new indoor tennis courts
- Creation of a splash pad (Bellevue Park location) and dog park

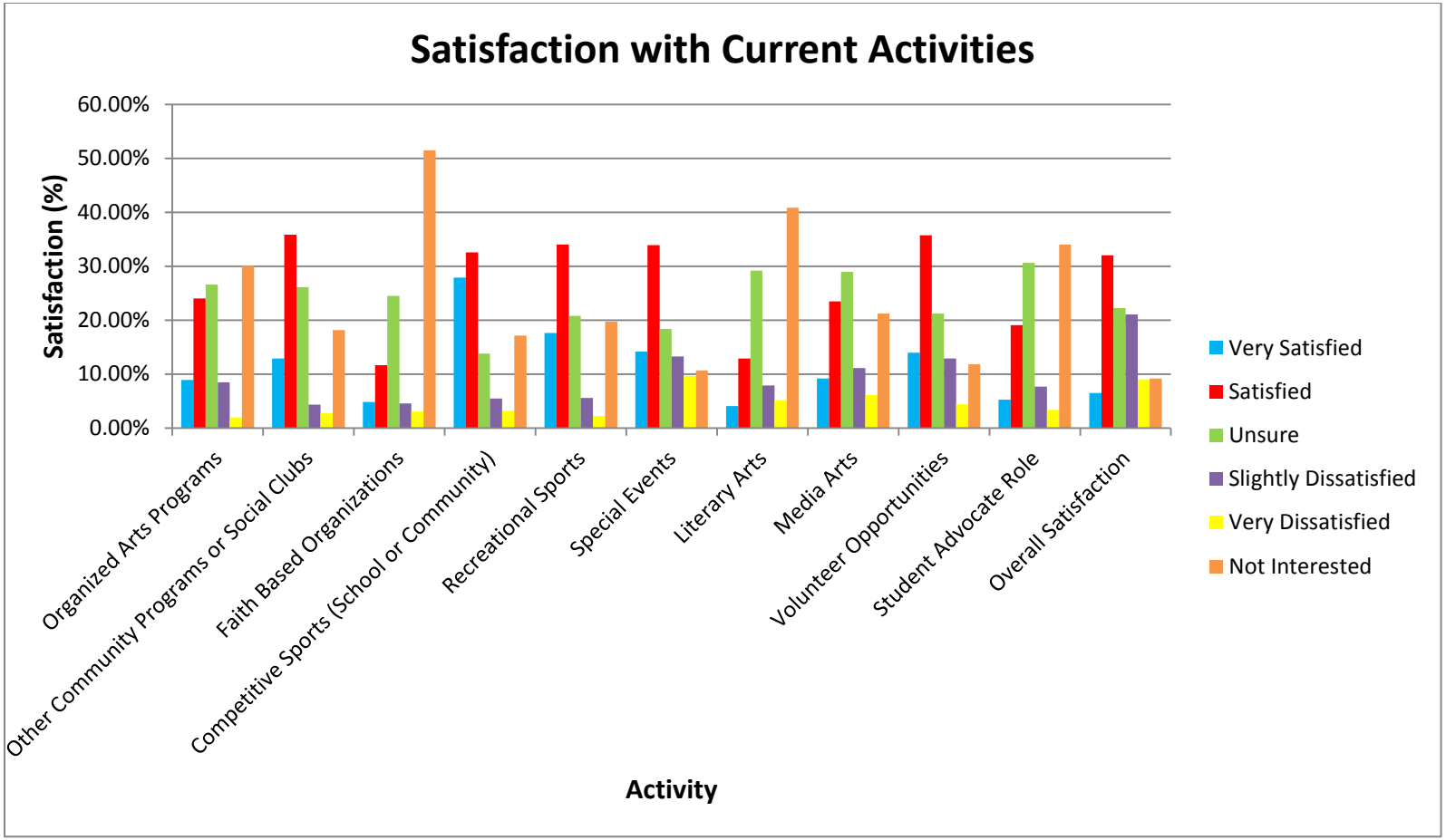
## APPENDIX F – Data Collection: Youth (age 13 – 19)

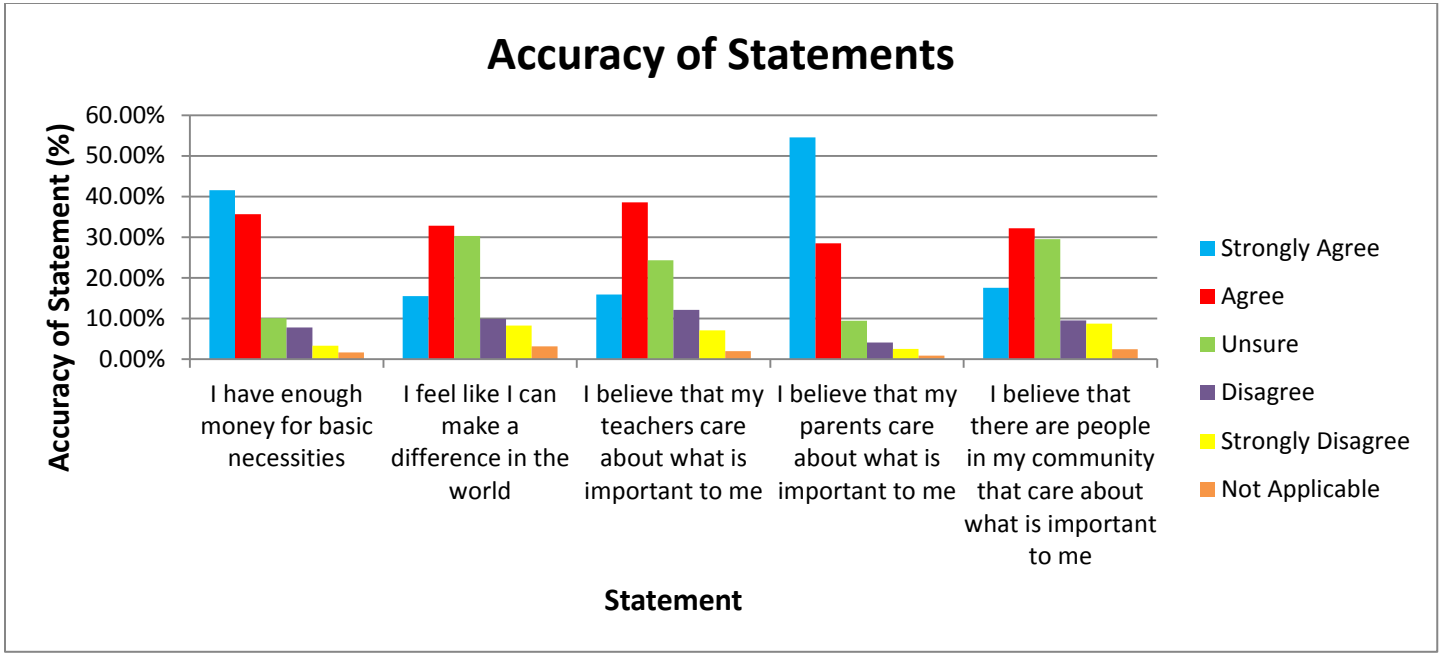
738 surveys completed.

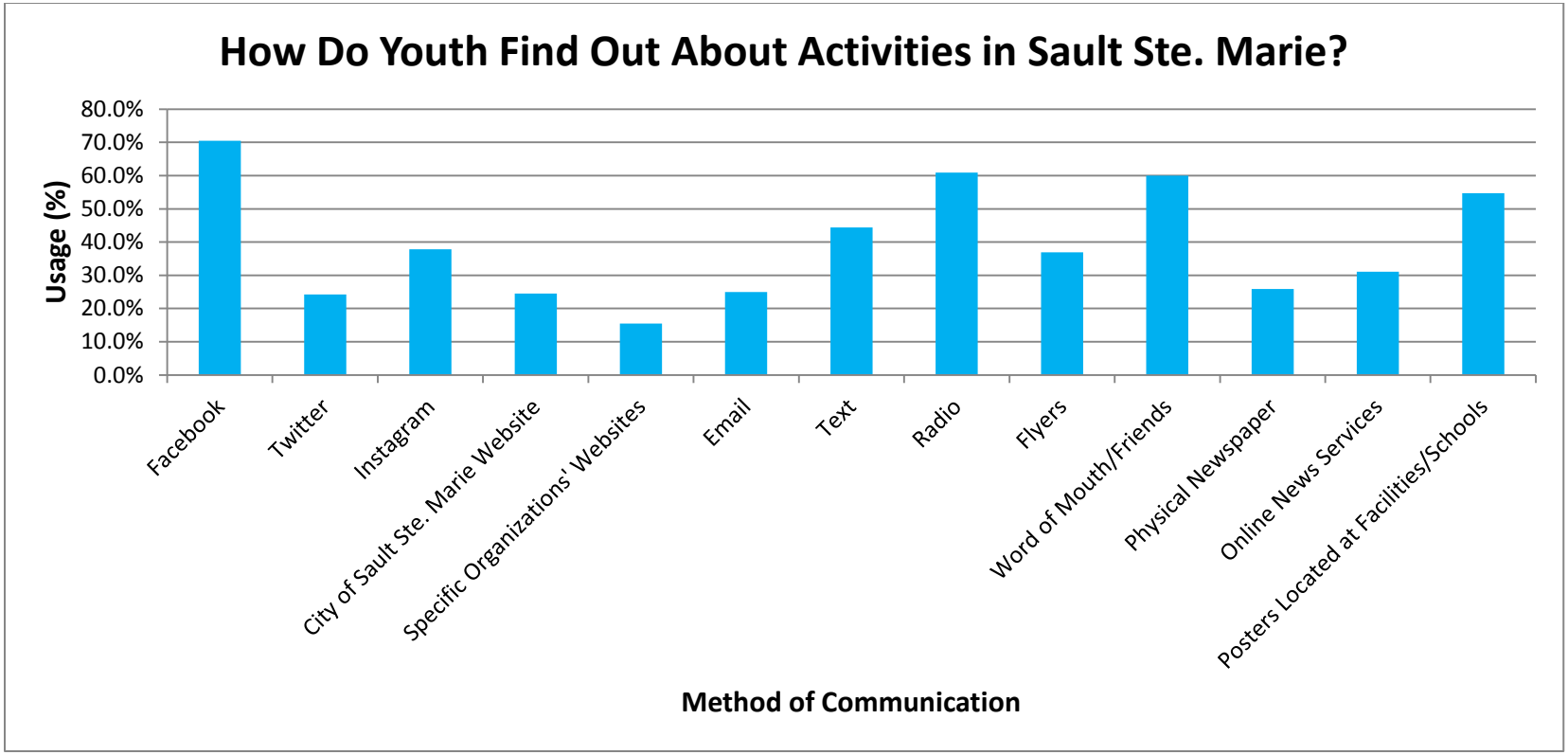


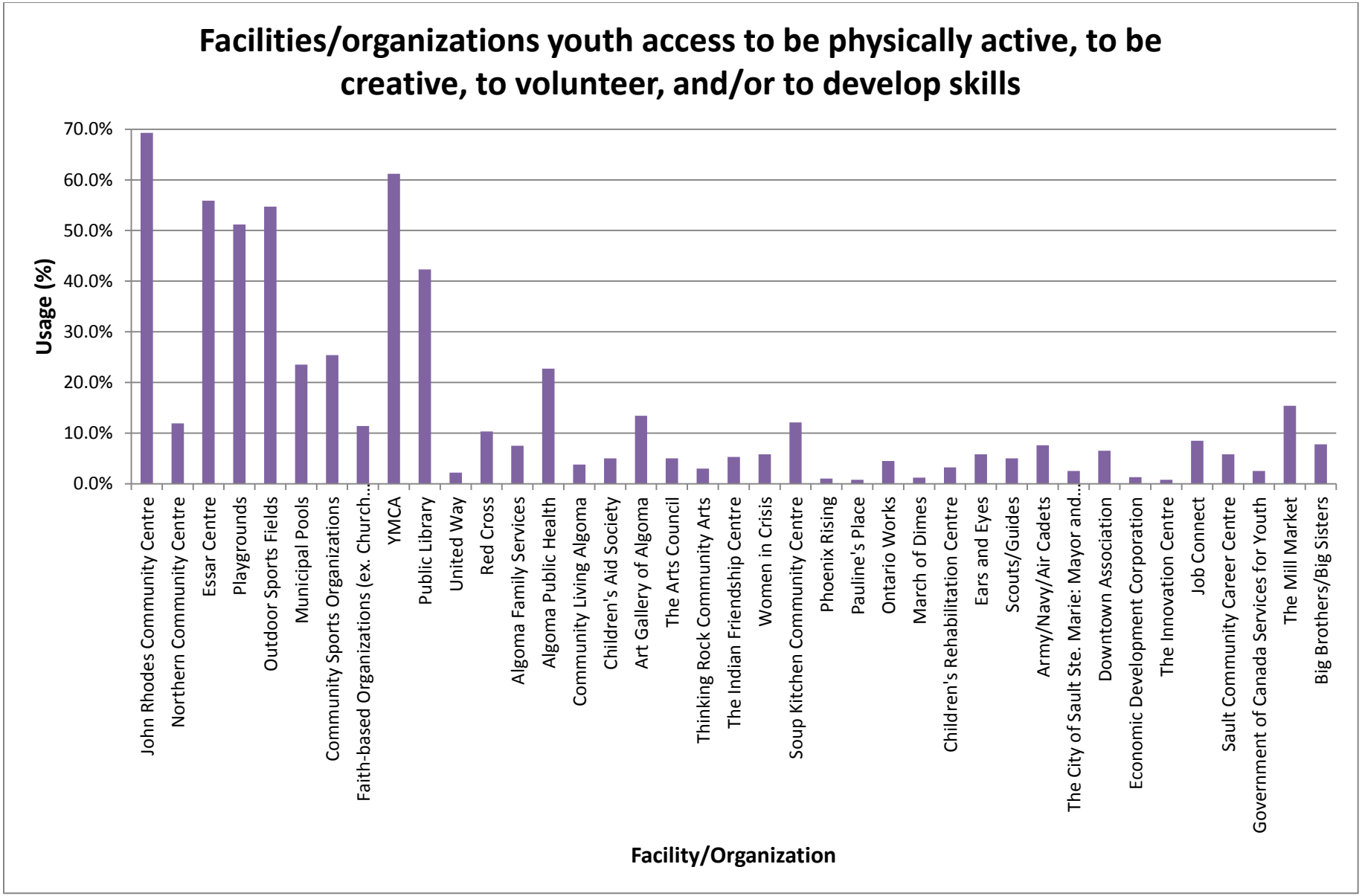

Importance of Activities and Opportunities
Importance (%)
60.00%
50.00%
40.00%
30.00%
20.00%
10.00%
0.00%
Sports and Physical Acitivity
Community Social Programs or social clubs...
Faith Based Programs
Visual Arts (ex. drawing, painting)
Crafts (ex. crochet, pottery)
Theatre and Dance Arts
Music
Literary Arts (ie.. poetry)
Media Arts (ie. photography, film, graphic...
Special Events (ie. Festivals, Concerts)
Student Advocate Roles (ie. student council)
Activities/Opportunities
Not at All
Slightly
Moderate
Very
Extremely
N/A

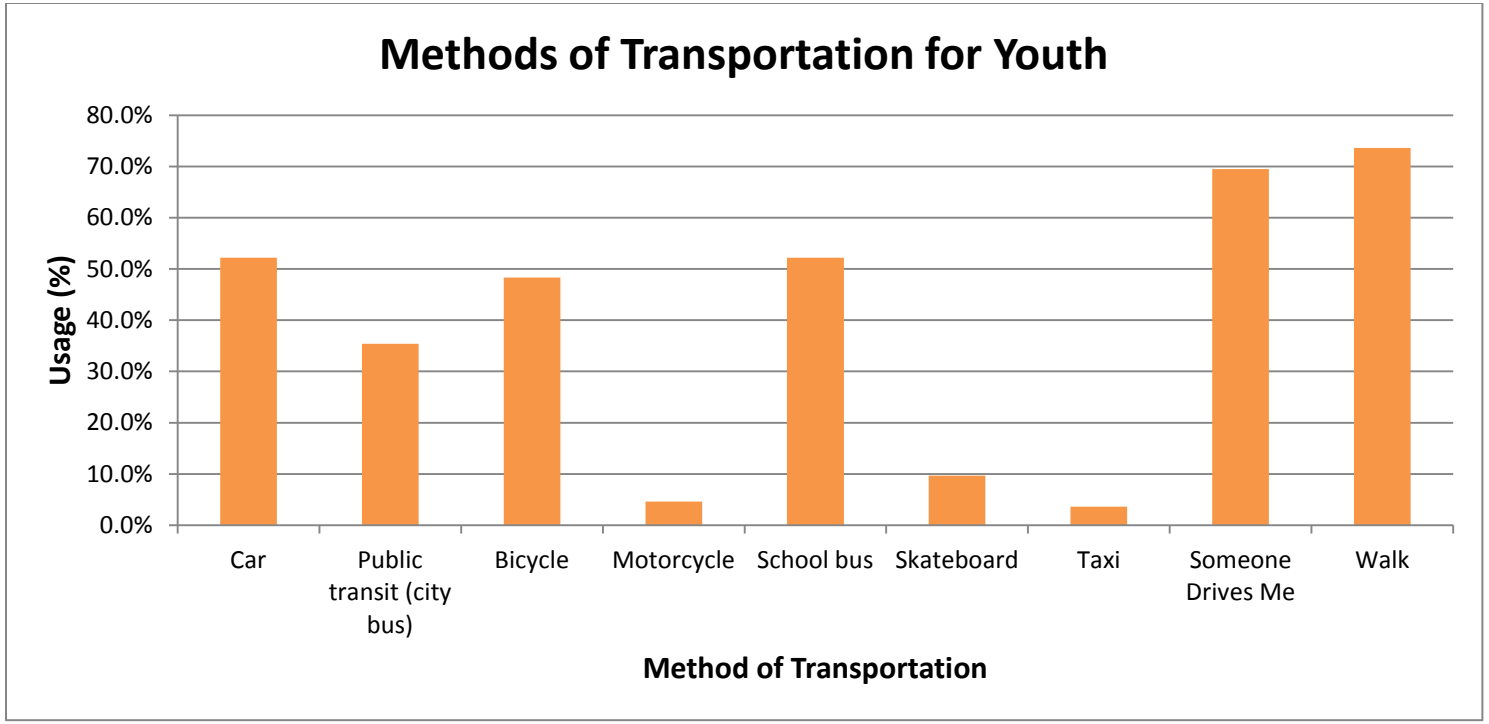

Participation of Youth in Activities
Involvement (%)
70.00%
60.00%
50.00%
40.00%
30.00%
20.00%
10.00%
0.00%
Organized Arts Programs
Other community programs or social clubs
Faith Based Organizations
Competitive Sports (School or Community)
Recreational Sports
Attending Special Events
Outdoor Activities
Unstructured Creative Arts
Unstructured Physical Activity
Literary Arts
Media Arts
Volunteering
Student Advocate Roles
Activity
Often
Sometimes
Rarely
Not Accessible
Not Interested

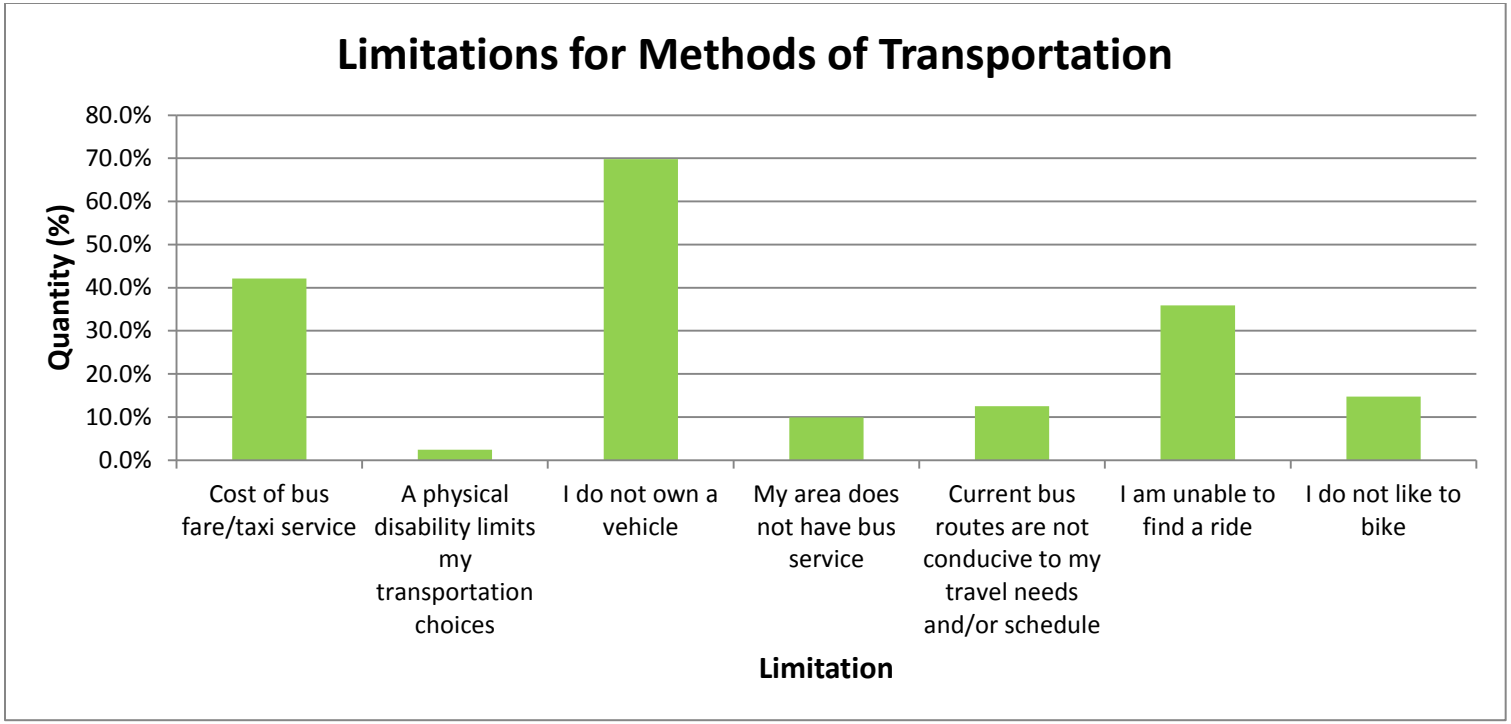

Satisfaction with Current Activities
Satisfaction (%)
60.00%
50.00%
40.00%
30.00%
20.00%
10.00%
0.00%
Organized Arts Programs
Other Community Programs or Social Clubs
Faith Based Organizations
Competitive Sports (School or Community)
Recreational Sports
Special Events
Literary Arts
Media Arts
Volunteer Opportunities
Student Advocate Role
Overall Satisfaction
Activity
Very Satisfied
Satisfied
Unsure
Slightly Dissatisfied
Very Dissatisfied
Not Interested


Accuracy of Statements
Accuracy of Statement (%)
60.00%
50.00%
40.00%
30.00%
20.00%
10.00%
0.00%
I have enough money for basic necessities
I feel like I can make a difference in the world
I believe that my teachers care about what is important to me
I believe that my parents care about what is important to me
I believe that there are people in my community that care about what is important to me
Statement
Strongly Agree
Agree
Unsure
Disagree
Strongly Disagree
Not Applicable


How Do Youth Find Out About Activities in Sault Ste. Marie?
Usage (%)
80.0%
70.0%
60.0%
50.0%
40.0%
30.0%
20.0%
10.0%
0.0%
Facebook
Twitter
Instagram
City of Sault Ste. Marie Website
Specific Organizations' Websites
Email
Text
Radio
Flyers
Word of Mouth/Friends
Physical Newspaper
Online News Services
Posters Located at Facilities/Schools
Method of Communication


Facilities/organizations youth access to be physically active, to be creative, to volunteer, and/or to develop skills
Usage (%)
70.0%
60.0%
50.0%
40.0%
30.0%
20.0%
10.0%
0.0%
John Rhodes Community Centre
Northern Community Centre
Essar Centre
Playgrounds
Outdoor Sports Fields
Municipal Pools
Community Sports Organizations
Faith-based Organizations (ex. Church...
YMCA
Public Library
United Way
Red Cross
Algoma Family Services
Algoma Public Health
Community Living Algoma
Children's Aid Society
Art Gallery of Algoma
The Arts Council
Thinking Rock Community Arts
The Indian Friendship Centre
Women in Crisis
Soup Kitchen Community Centre
Phoenix Rising
Pauline's Place
Ontario Works
March of Dimes
Children's Rehabilitation Centre
Ears and Eyes
Scouts/Guides
Army/Navy/Air Cadets
The City of Sault Ste. Marie: Mayor and...
Downtown Association
Economic Development Corporation
The Innovation Centre
Job Connect
Sault Community Career Centre
Government of Canada Services for Youth
The Mill Market
Big Brothers/Big Sisters
Facility/Organization


Methods of Transportation for Youth
Usage (%)
80.0%
70.0%
60.0%
50.0%
40.0%
30.0%
20.0%
10.0%
0.0%
Car
Public transit (city bus)
Bicycle
Motorcycle
School bus
Skateboard
Taxi
Someone Drives Me
Walk
Method of Transportation


Limitations for Methods of Transportation
Quantity (%)
80.0%
70.0%
60.0%
50.0%
40.0%
30.0%
20.0%
10.0%
0.0%
Cost of bus fare/taxi service
A physical disability limits my transportation choices
I do not own a vehicle
My area does not have bus service
Current bus routes are not conducive to my travel needs and/or schedule
I am unable to find a ride
I do not like to bike
Limitation

| **Suggestions or recommendations to improve the current programs or opportunities available in Sault Ste. Marie:** |
|---|
| – additional concerts |
| – expand skate park/construction of new skate part in the west end |
| – increased advertisement for events/raise youth awareness |
| – increased graffiti wall space |

| **Who advocates on behalf of youth:** |
|---|
| – Parent (more commonly Mom) |
| – Family member |
| – Friends |
| – Teacher |

| **Additional Comments:** |
|---|
| – expansion to skate park and additional lighting needed |
| – additional activities for youth are needed/there are few youth activities available in SSM |
| – help youth find out about events |

## APPENDIX G: Comments: Suggested Facility Operational Improvements – Sporting Groups & Organizations:

| Facility | Priority | Timeframe |
|---|---|---|
| **Art Jennings Outdoor Oval:**<br>○ Refrigerated oval, covered oval | | |
| **Clergue Park:**<br>○ Electricity and water outlets within the park | | |
| **Elliott Park:**<br>○ Increased playing time flexibility | | |
| **John Rhodes:**<br>○ Improvements to P.A. system, clocks<br>○ Heat in Timekeeper's bench<br>○ Expanded Restaurant hours<br>○ Re-evaluation of rules for competitive swimming<br>○ Repairs to ceiling – leaks, water stains, mildew<br>○ Painting of reception area, offices, change rooms as well as washrooms | | |
| **McMeeken Arena:**<br>○ New P.A. system, clocks<br>○ Functional microphone<br>○ Heat in Timekeeper's bench<br>○ Concession booth | | |
| **North Street Park:**<br>○ Trimmed trees and underbrush near field of play | | |
| **Northern Community Centre:**<br>○ Increased storage<br>○ 3rd field<br>○ Additional pitch for indoor games<br>○ Padding on end beams | | |
| **Queen Elizabeth Fields:**<br>○ Improved field conditions<br>○ Maintenance of fields following fertilization and cutting guidelines<br>○ Levelling of outfields | | |

**Rocky DiPietro Field:**
- Turf field
- Practice field facility

**Rosedale Field:**
- Fields levelled and potholes filled

**Steelton Senior Centre:**
- Elevator
- Chair height toilets

**Strathclair Fields:**
- Fields #1 and #2 need improvements following fertilization and cutting guidelines
- Addition of lighting to all fields
- Address vehicle access issues and parking
- Additional player shelters to junior fields, benches

**Recommendations for future facilities – Sporting Groups and Organizations:**

| Facility | Priority | Timeframe |
|---|---|---|
| 400 metre refrigerated outdoor oval/400 metre covered indoor oval in conjunction with a twin pad rink and indoor track facility | | |
| Cricket oval and practice batting nets | | |
| Cross country skiing club house and homologated ski trails | | |
| New gym facilities and 50 metre pool complex | | |
| New hockey arena | | |
| Senior Citizen Centre with increased accessibility for seniors with aids: elevators | | |
| Turf field | | |

THE LIEUTENANT GOVERNOR OF ONTARIO
LA LIEUTENANTE-GOUVERNEURE DE L'ONTARIO

August 9, 2016

Your Worship:

Thank you for hosting a most enjoyable and compelling visit to Sault Ste. Marie and for your kind gift of the Group of Seven mugs.

To be present on the historic occasion of the signing of the unity pact between Anishnabeg leadership and the Port of Algoma, and to bear witness to reconciliation in action, certainly provided an auspicious beginning. What followed confirmed that this landmark agreement was illustrative of the important work being undertaken in your community. The engagement of Indigenous people, the compilation of local data to inform policy, efforts to repurpose heritage buildings, and initiatives to enhance economic opportunities in a sustainable way provide many useful examples for all of Ontario. The evening's performance and heritage dinner centred on the Group of Seven's connection to the area concluded a most memorable day that surely will be a highlight of my tenure as Lieutenant Governor.

Please convey my appreciation to councillors, staff, roundtable participants, and all others who contributed to this special time, and accept my best wishes until that time when we have the opportunity to meet again.

Yours sincerely,

E Dowdeswell

Elizabeth Dowdeswell

His Worship Christian Provenzano
Mayor of Sault Ste. Marie
City of Sault Ste. Marie

**Sault Ste. Marie Poverty Reduction Round Table**

**Strategic Action Plan**

**February, 2016**

DRAFT

**Roundtable Co-Chairs:**

Gary Vipond, Executive Director,
United Way of Sault Ste. Marie & District
Jennifer Miller,
Algoma Public Health
Dr. Gayle Broad, Director of Research
NORDIK Institute

## 1.0 Background

A recent study by the OECD (Ruiz and Wosloscko, 2016) suggests that the gap between the rich and poor is even greater than Canadians have believed, while other studies have provided substantial evidence linking poverty to poorer health outcomes (Raphael, 2009) and a broad range of childhood development disorders ( Kohen et al, 2002). Canadian communities have been taking action to address this complex social problem for some time and increasingly have formed coalitions or collaborative undertakings, often under the leadership of municipal governments (*See, for example, the Peterborough Poverty Reduction Network at:* www.ptbopovertyreduction.com) These efforts are directed at ameliorating the impacts of poverty on local citizens and range from the efforts of Edmonton to end homelessness within ten years (Edmonton Committee to End Homelessness, 2009) to efforts to reduce precarious employment (Hamilton Roundtable for Poverty Reduction, n.d).

### 1.1 Establishment of the Sault Ste. Marie Roundtable on Poverty Reduction

Likewise, in Sault Ste. Marie numerous organizations have been working to reduce the impact of poverty on the health and well-being of the city's citizens, and have undertaken numerous consultations and studies in recent years to address this complex issue. The Sault Ste. Marie Report on Homelessness (SSMDSSAB, 2014), the United Way of Sault Ste. Marie and District's "Action for Community Change" (Hackett, 2015) and the "Downtown Dialogue and Action" (NORDIK, 2015) all engaged community members, service providers and community leaders in addressing some of the challenges inherent in addressing the impacts of poverty. One outcome of these various pieces of research was the formation of a Poverty Roundtable in the spring of 2015. Co-chaired by representatives of United Way of Sault Ste. Marie and District, the Algoma Public Health Unit and NORDIK, a community-based research institute affiliated with Algoma University, the Roundtable was intended to facilitate the development of an action plan to reduce poverty in Sault Ste. Marie.

The Roundtable has been meeting monthly since its inception, and in December 2015, adopted a Terms of Reference (attached as Appendix A). The vision statement of the Roundtable is

***To reduce the impact of low income[1] on the health and well-being of individuals and families in Sault Ste. Marie***

[1] After much discussion, the Roundtable determined that 'low income' is a more inclusive term than 'poverty' which may require definition. Members observed that the 'working poor' were often denied access to essential services based on incomes only minimally above those in receipt of Ontario Works, and certainly were experiencing many of the hardships faced by those only slightly less fortunate.

The Roundtable members have worked diligently to develop an action plan aimed at achieving the above-noted vision, with the intent to submit this report to community leaders in the early spring of 2016 and obtain their support for implementation.

**2.0 Sault Ste. Marie Poverty Roundtable: Advancing the Collaborative Impact**

Research indicates that it is challenging for community organizations to coordinate their respective services in a way that can reliably comprehend and regulate complex social and community health issues within a given community (Jolley, 2014). In fact, researchers and practitioners from the various public health sectors throughout the world are often attempting to refine their practices and develop new approaches in order to better address the variations in the state of risk within a given community (e.g., Jabbar & Abelson, 2011).

There is however a general consensus that collaborative interventions engaging multiple organizations as well as the targeted health population are those most likely to succeed. Additionally, much research suggests that community-based interventions should be designed in a way that fosters the most reciprocal and reflexive learning process possible when it comes to the collaborative methods utilized by agencies and stakeholders to measure changes in individual and group level risk factors within a given community (Klinke & Renn, 2011).

The Roundtable, therefore, has adopted a collaborative approach to its work. This type of multi-sectoral collaboration, sometimes referred to as 'Collective Impact' is "the commitment of a group of important actors from different sectors to a common agenda for solving a specific social problem" (Kania & Kramer, 2011, p.36).

> *Collective Impact is a framework to tackle deeply entrenched and complex social problems. It is an innovative and structured approach to making collaboration work across government, business, philanthropy, non-profit organisations and citizens to achieve significant and lasting social change.*
>
> *-n.d. http://www.collaborationforimpact.com/collective-impact/*

The Roundtable's work to date is analyzed below using the five key components of Collective Impact as identified by Kania & Kramer (2011): common agenda, mutually reinforcing activities, shared measurement, continuous communication and backbone organization.

**2.1 Common Agenda**

The Roundtable participants have had numerous discussions and identified a number of objectives and actions to support their overall goal. The 'theory of change' of the Roundtable is

*The health and well-being of low-income people shall be improved through a set of prioritized actions led by a broad-based collaborative of community members and service providers, and endorsed by Sault Ste. Marie's community leadership.*

**2.2 Mutually Reinforcing Activities & Priorities**

Based on the numerous consultations outlined in Section 1 of this report, the Roundtable has established five priority areas (see Schedule B attached):

- Food Security
- Essential Services
- Community Engagement
- Housing
- Workforce Participation

Many of the Roundtable members are already engaged in activities which support service provision in these areas, but have acknowledged that there are still individuals and families are unable to have crucial needs met at times of crises. The Roundtable's efforts are directed at enhancing services so that they do reach the person(s) in need at the time when the need is urgent, and to improve the overall health and well-being of community members by reducing the more extreme poverty.

This approach has guided the Roundtable members in their preliminary 'action analysis', i.e., examining the strengths and assets already existing (or forces with us); the gaps and challenges facing the priority area (or forces against us); and the 'unknown' that will require further research or inquiry. Based on this analysis, the members have also identified a series of actions to take to address these key priority areas (see Schedule B for all actions identified for Working Groups).

The Roundtable members have also identified that a crucial next step in advancing the Roundtable's work is ensuring that the community's low-income members, leadership and the general public endorse the work of the Roundtable to help ensure that we are 'on the right track'. As a result, the next step is communicating with these groups about the proposed actions and obtaining their feedback to integrate into the Strategic Action Plan.

**2.3 Continuous Communication**

While a Common Agenda amongst Roundtable participants has been clearly articulated (see above), it is essential that community leadership also endorses the Roundtable's work and priorities. Thus, the group proposes the following actions to ensure that community members, organizations and leaders all support the Agenda, Theory of Change and Priority Actions. Thus the Roundtable intends to undertake the following communication and endorsement strategy:

DRAFT

- February – April,  2016 – Review, revision & approval of Strategic Action Plan by Roundtable members, low-income community members, and Mayor and City Council
- May, 2016 – Formation of Working Groups to address priority areas.  Working Groups shall be inclusive of low-income members, service providers and concerned citizens, and shall select amongst themselves a Chair who shall serve on the Roundtable (see TOR attached as Schedule A)
- May – June, 2016 – Roundtable shall establish a 'Shared Measurement' strategy which may consist of one or more tools and/or a set of indicators of progress
- May – June, 2016 – Based on feedback from Working Groups, Roundtable shall establish a Continuous Communication strategy that shall provide regular progress and activity reports to all working group members, community leadership and the general public

**2.4 Shared Measurement**

To date, the Roundtable has not established a set of Shared Measurement Indicators.  This shall be established in discussions during the May – June, 2016 timeframe, along with the finalizing of a Continuous Communication Strategy.

DRAFT

## 2.5 Backbone Organization

To date, the 'Backbone Organization' has consisted of the three co-chairs, drawn from United Way, Algoma Public Health, and NORDIK Institute. The Co-Chairs have provided leadership, respectively, on obtaining political support and ensuring that organizational leadership is at the table; taking minutes and organizing meetings; and facilitating discussion and the Roundtable's processes.

The continuance of this tripartite 'backbone organization' will need to be revisited once the Working Groups have selected their respective chairs, and the Roundtable's workplan is endorsed by the various groups by June 2016.

## 3.0 Conclusions

The Sault Ste. Marie Roundtable on Poverty Reduction has worked hard over the past nine months to develop a shared agenda, a prioritized set of five mutually reinforcing areas of activity, and a collaborative structure to move its work forward. It has also identified the next steps to ensure that its Strategic Action Plan accurately reflects the feedback it has received from community members and leadership, including those most impacted by poverty in our community. Over the next three – four months, the Roundtable shall once again engage the community, this time in advancing the Roundtable's work through participation in the Working Groups themselves, and in determining how best to measure the Roundtable's progress on reducing the impacts of poverty on the community's health and well-being.

DRAFT

**References:**


District of Sault Ste Marie Social Services Board (2014) *Sault Ste. Marie Housing and Homelessness Plan Update.* Available at: http://ssm-dssab.ca/documents/assets/uploads/files/en/sault_ste_marie_housing_and_homelessness_plan_update_final_july_25_2014.pdf

Edmonton Committee to End Homelessness (2009) *A Place to Call Home Edmonton's 10 Year Plan to End Homelessness.* Available at: http://www.edmonton.ca/attractions_events/documents/PDF/10-YearPlantoendHomelessness-jan26-2009.pdf

Hackett, Alan (2015) *Action for Community Change: Final Report Sault Ste Marie.* United Way of Sault Ste. Marie and District.

Hamilton Roundtable for Poverty Reduction (n.d.) *Community Conversation about Precarious Employment.* Available at: http://hamiltonpoverty.ca/wp-content/uploads/2015/06/Precarity-Penalty-Screen.png

Kohen, D., Brooks-Young, J., Leventhal, T., and Hertzman, C. (2002) *Neighborhood Income and Physical and Social Disorder in Canada: Associations with Young Children's Competencies.* Child Development, November/December 2002, Volume 73, Number 6, Pages 1844–1860

Raphael, D. ed. (2009) *Social Determinants of Health.* Second Edition. Canadian Scholars' Press.

Ruiz, N. and N. Woloszko (2016), "What do household surveys suggest about the top 1% incomes and inequality in OECD countries?", OECD Economics Department Working Papers, No. 1265, OECD Publishing, Paris. http://dx.doi.org/10.1787/5jrs556f36zt-en

**APPENDIX 'A'**

**Sault Ste. Marie Poverty Reduction Round Table**

**Terms of Reference**

**Purpose:**

To reduce the impact of low income on the health and well-being of individuals and families in Sault Ste. Marie

**Objectives:**

The Poverty Round Table (PRT) will:

- develop a comprehensive action plan to reduce the effects of poverty in Sault Ste. Marie
- establish working groups to implement the action plans
- oversee the development of action plans and evaluation processes for working groups
- monitor action plans and ensure coordination and communication between working groups
- communicate and provide reports back to the community, including City council

**Structure:**

- develop and implement an open recruitment and process for the PRT that is inclusive and accessible
- ensure engagement of public sector, private sector, those living in poverty and social service agencies in conversations regarding poverty reduction plans
- Ensure structure and processes that enable communication, collaboration and the building or strengthening of community relationships and partnerships from all sectors
- develop and implement processes for reviewing goals and objectives, measuring and reporting on progress, providing an ongoing evaluation that allows the necessary course correction as required
- develop and implement a process to recruit chairs of working groups as required

**Membership:**

- The PRT is made up of representatives from community-based organizations, individuals living in poverty and other key partners and stakeholders
- the Co-Chairs of the group will be individuals who encourage inclusivity, dialogue and open conversations and participation
- the PRT will include Chairs of established working groups

DRAFT

- the City of Sault Ste. Marie will have representation on the committee to ensure their strategic role in this partnership

**Coordination and Support:**

- Provided through Algoma Public Health, NORDIK Institute and the United Way of Sault Ste. Marie and district during the development stages; this will be reviewed in May 2016

**Meetings:**

- up to 10 meetings per year

DRAFT

**Schedule 'B'**

Poverty Round Table – Poverty Themes

1. Food Security

| | |
|---|---|
| **Critical Question Or Opportunity** | How can we support low-income people in accessing affordable nutritious food? |
| **Long-term Goal:** | To reduce / eliminate poverty in SSM |
| **Short-term Goal:** | To make SSM a food secure city |

| **Forces for Us** | **Unknown/Uncommitted** | **Forces Against Us** |
|---|---|---|
| Food Banks<br>Churches<br>Milk Programs<br>Community Kitchens<br>School Breakfast programs<br>Christmas Community Dinners<br>Community gardens (Etienne Brule, Allard Street)<br>Soup Kitchen<br>Good Food Box<br>Mill Market<br>Working relationships with local First Nation<br>Therapeutic Garden at hospital | Being able to afford healthy food (all food groups)<br>Increase agriculture-chickens, eggs, gardens<br>Harvesting and storage skills<br>Cost of Food<br>Level of need<br>Climate/Climate change | Adults less open to change<br>Misconceptions re: time requirements<br>Doom/Gloom/Pessimists<br>Lack of awareness of initiatives<br>Use of available land |

DRAFT

| | | |
|---|---|---|
| Pay what you can programs<br><br>Natural Environment<br><br>Community Leaders/Elders/Mentors | | |
| **ACTION** | **ACTION** | **ACTION** |
| Networking, continue partnerships<br><br>Increase awareness of existing services<br><br>Creativity<br><br>Increase family participation and voice<br><br>Increase youth participation and voice<br><br>Engaging Elders and youth<br><br>Intergenerational knowledge<br><br>Transfer of Skills | Inventory of local resources, local farmers, RAIN, etc.<br><br>Inventory of teaching skills ex. canning<br><br>Money availability and / or commitment<br><br>Engaging Elders and youth<br><br>Intergenerational knowledge<br><br>Transfer of Skills | Change our focus to youth, community members, retirees, farmers, lay people, church members etc.<br><br>Evidence from successful community projects around the world, Canada and locally<br><br>School based greenhouses, gardens, cafeteria projects<br><br>Mental health / well -being promotion as part of outdoor gardens, healthy living, wellness clubs<br><br>Social inclusion in plans/activities<br><br>Engaging Elders and youth<br><br>Intergenerational knowledge<br><br>Transfer of Skills |

DRAFT

2. Essential Services

| | |
|---|---|
| **Critical Question Or Opportunity** | How can we make essential services available to low-income people? |
| **Long-term Goal:** | To reduce / eliminate poverty in SSM |
| **Short-term Goal:** | To provide access to essential / emergency services (food, housing, clothing, health, etc.) |

| **Forces for Us** | **Unknown/Uncommitted** | **Forces Against Us** |
|---|---|---|
| CAT<br>211<br>Housing Support Workers<br>Shelters<br>NRC<br>Community Hubs<br>OW/ODSP<br>Low Energy Assistance Program<br>Soup Kitchen<br>St. Vincent<br>Salvation Army<br>Credit Counseling<br>WIC<br>CNIB /Canadian Hearing Society / Red Cross /John Howard Society | Continued / Sustainable funding<br>Political direction (new government)<br>What are the stats for low income?<br>Who are they?<br>Impact of industry closure / lay offs | Clients unaware of services available<br>Knowledge<br>Transportation<br>Lack of Housing Stock<br>Lack of Resources<br>Literacy<br>Communication Barriers<br>Agency silo's (funding boundaries)<br>Stigma<br>Client's Trust<br>Safety (those under the influence drugs/alcohol unable to receive services)<br>Eligibility criteria<br>Services not 24/7 or available on weekends<br>Apathy on behalf of agencies, |

DRAFT

| | | |
|---|---|---|
| All Social Services<br><br>Public Health<br><br>Situational Table (high risk cl's that are at danger of injury to self/community)<br><br>Breton House<br><br>Ken Brown Recovery Home<br><br>Victim Services of Algoma | | especially around looking for resources<br><br>No funding increase for many agencies<br><br>Agencies putting $ into staying open vs programs<br><br>Fundraising difficulty to compete against larger agencies |
| **ACTION** | **ACTION** | **ACTION** |
| Encourage all agencies to keep up to date with 211<br><br>Continuing to promote 211 services<br><br>More Coordinated planning amongst agencies<br><br>Need clarification on; how well 211 is working<br><br>Is the action for agencies or clients<br><br>Coordinated planning | Keep MP, MPP informed of work being done @ Poverty Round Table<br><br>Get on agenda for City Council and Leadership Table<br><br>Access to #'s / unsure where to get these numbers | Expand advertising of services<br><br>Work on building relationships with clients<br><br>Establish core services @ each Community Hub<br><br>Have community members (reps) on neighbourhood committees<br><br>Have services available on weekends<br><br>More information re:eligibility |

DRAFT

3. Engagement

| **Critical Question Or Opportunity** | How can we better engage with / include low-income people? |
|---|---|
| **Long-term Goal:** | To reduce / eliminate poverty in SSM |
| **Short-term Goal:** | To increase community inclusion of low-income people |

| **Forces for Us** | **Unknown/Uncommitted** | **Forces Against Us** |
|---|---|---|
| Leadership table<br>City engagement<br>NRC – Community Hubs<br>Women in Crisis, Phoenix Rising<br>Client's surveys<br>Access to tools /Resources<br>Political Supports<br>Similarities with strategic planning<br>Access to online data<br>Engagement builds sense of trust, reciprocity, engage those in poverty, community members, business, local politicians | Political will<br>Awareness of poverty (definition)<br>How do we reach out to those living in poverty?<br>Available Data –how to interpret it, access it, use it | Tools not being used to full potential<br>Data is closed<br>Fear when sharing strategic plans / mandates<br>Advocacy / Lobbying<br>Cultural / gender issues |
| **ACTION** | **ACTION** | **ACTION** |

DRAFT

| | | |
|---|---|---|
| Client Feedback surveys<br><br>Alternative use of accessing information (Facebook)<br><br>Carefully structured media tools<br><br>Providing child care, transportation, food<br><br>Consider Barriers for clients – unable to access resources (disability, culture, gender, age, sexuality etc.)<br><br>Going to them (Soup Kitchen, NRC)<br><br>Good structured conversation (open)<br><br>Workshops, educate, develop skills<br><br>Volunteers | Nothing provided | Survey fatigue<br><br>Ability to advocate<br><br>Lack of resources<br><br>Fear of speaking out (ex. OW, housing)<br><br>Lack of awareness of rights<br><br>Attitude / Perception/ Stigma<br><br>Working groups / individuals could take on this role |

DRAFT

4. Housing

| | |
|---|---|
| **Critical Question Or Opportunity** | How can we develop and/ or maintain an adequate supply of decent affordable housing? |
| **Long-term Goal:** | To reduce / eliminate poverty in SSM |
| **Short-term Goal:** | To develop / maintain adequate supply of decent, affordable housing |

| **Forces for Us** | **Unknown/Uncommitted** | **Forces Against Us** |
|---|---|---|
| Affordable Potential housing stock<br><br>Housing development expertise<br><br>Bush Plan Enterprise / Social Renovations<br><br>Expertise from private landlords who have bought up housing stock<br><br>Invest $ to make properties sound<br><br>Current housing initiatives<br><br>Partnerships that are working | Willing partners to provide initial investment<br><br>Are there people willing to develop board / sit on boards?<br><br>What is current housing stock/ availability<br><br>Is it in the homelessness plan?<br><br>What is our city's commitment to development of new housing or renovating existing housing for rental property?<br><br>Are there downtown improvement$ for housing in downtown core?<br><br>What is possibility of co-op housing? | Out of city landlords raising rents<br><br>Lack of money for initial investments<br><br>Lack of community champions<br><br>Rent at affordable rates<br><br>Current stock being bought up by foreign owners potentially driving $rent up to unaffordable rates<br><br>Erosion of housing stock |

DRAFT

| ACTION | ACTION | ACTION |
|---|---|---|
| Form a working group /board to pursue funding and fundraising ($50,000)<br><br>Build partnerships with local transitional housing and fundraisers<br><br>Build partnerships with housing support services<br><br>Build partnerships with private landlords | Identify potential willing partners<br><br>Prioritize approaching appropriate partners<br><br>Explore how our cities provide incentives to landlords to retain housing for low income tenants<br><br>Assess incentives for applications in SSM (relevant to our city)<br><br>Explore possibility of dollars for downtown improvement housing<br><br>Explore if co-op housing is a possibility<br><br>Explore who would support co-op housing now since federal / provincial gov't have backed out! | Encourage Local landlords- educate about needs on local level<br><br>Approaching engage service groups, community partners to engage in funding<br><br>Educate community on housing issues to engage support<br><br>Promote local landlords to invest in housing and how can we support landlords to invest<br><br>Work with local service clubs, other housing providers to build stock |

DRAFT

5. Workforce

| | |
|---|---|
| **Critical Question Or Opportunity** | How can we support workforce entry for those facing employment barriers? |
| **Long-term Goal:** | To reduce / eliminate poverty in SSM |
| **Short-term Goal:** | Reduce /eliminate barriers to workforce entry |

| **Forces for Us** | **Unknown/Uncommitted** | **Forces Against Us** |
|---|---|---|
| Private enterprise supports CHS,CNIB,LDA, John Howard, OD,<br>ODSP, employment supports<br>Employment Connections<br>Sault Career Centre<br>HSCDSB & ADSB<br>Program Read | Affordable daycare<br>Long term funding sources<br>Continuity of staff with appropriate knowledge to do affective outreach<br>Future local employment opportunities | Affordable<br>$ for programming (sustainable)<br>Economy / employment opportunities (lack of), higher wages<br>Fear of change (Participants)<br>Lack of skills and abilities<br>High incidence of mental health & addictions & lack of sufficient treatment services<br>Lack of affordable transportation<br>Participants lose benefits based on income |

DRAFT

| ACTION | ACTION | ACTION |
|---|---|---|
| Support existing programming | Set Criteria for experience and education requirements for outreach workers<br><br>Research funding sources and apply where applicable | More employer incentives to hire people with barriers<br><br>More support for employees in the workforce<br><br>Provide coaching and support for potential employees in preparation for services needed to get employment<br><br>Provide outreach workers in all community low income regions<br><br>Apply for $ to support outreach |

DRAFT

## FAMILY STRUCTURE: PERCENTAGE OF FAMILIES WITH CHILDREN UNDER 6

*Source: Table F-15 Family data — Family units and children by age of children, 2006-2013*

**Figure 1 - Family Structure 2013 – Families with Children Under 6**

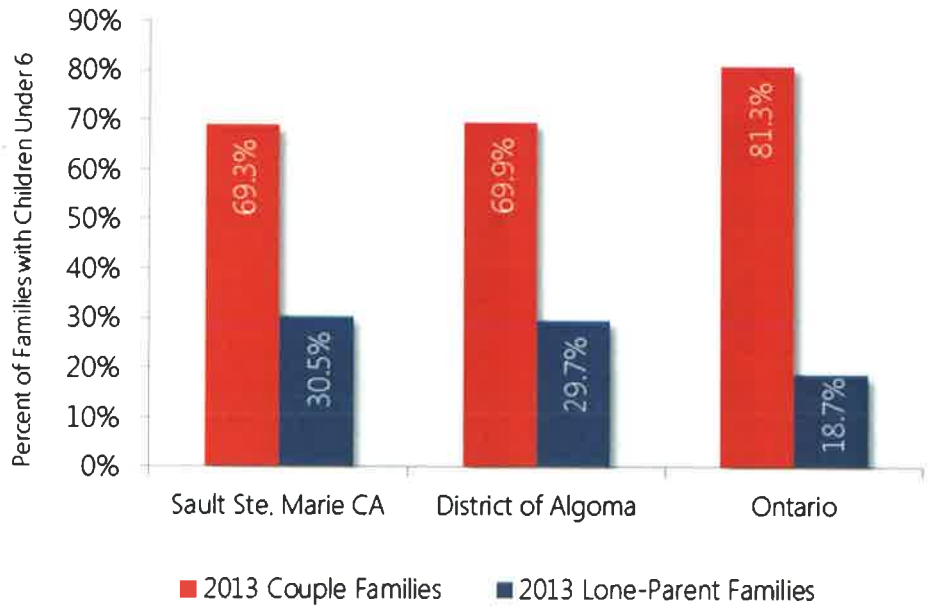
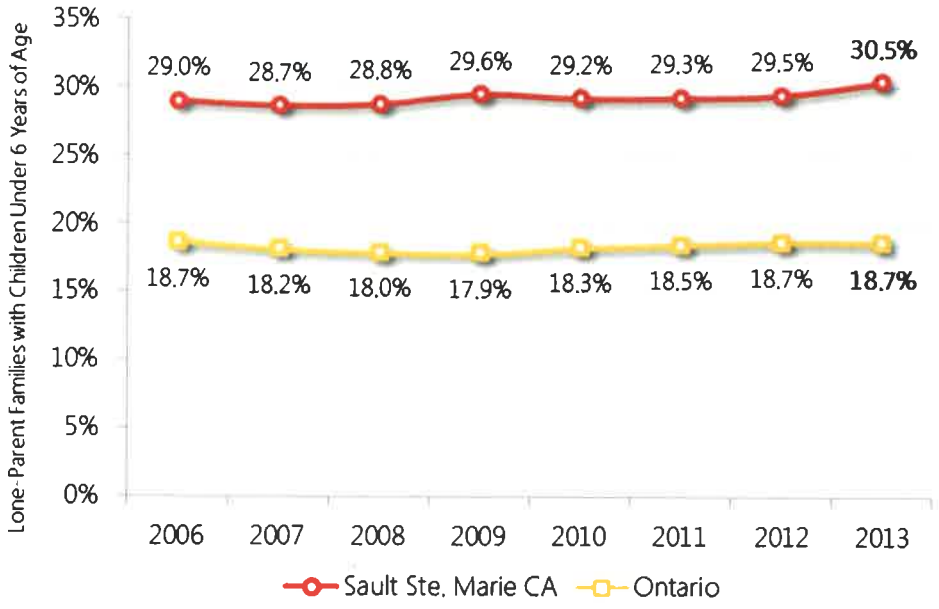



**Figure 2 - Lone-Parent Families with Children Under 6**



## MEDIAN FAMILY INCOME: FAMILIES WITH CHILDREN IN THE HOME

*Sources: Table F-5A/B Family data - Families by Total Income and by Number of Children 2006-2013*

Please note that this data pertains to children who are considered "dependents" who reside in a family where the parents are considered the household maintainers. Dependent children can be of any age.

**Figure 3 - Median Family Income 2013 - By Family Type**

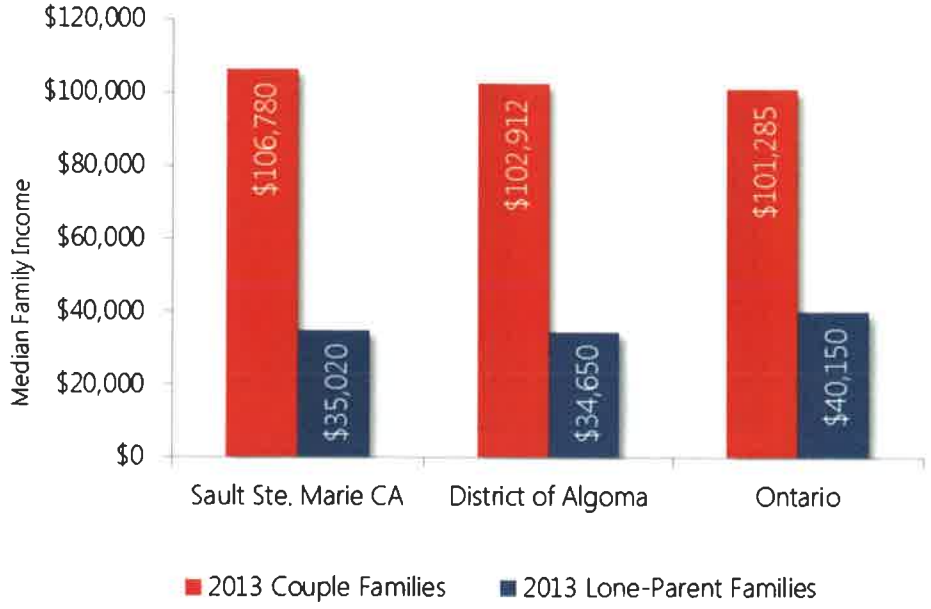



**Figure 4 - Median Family Income 2006-2013 – Couple Parent Families**

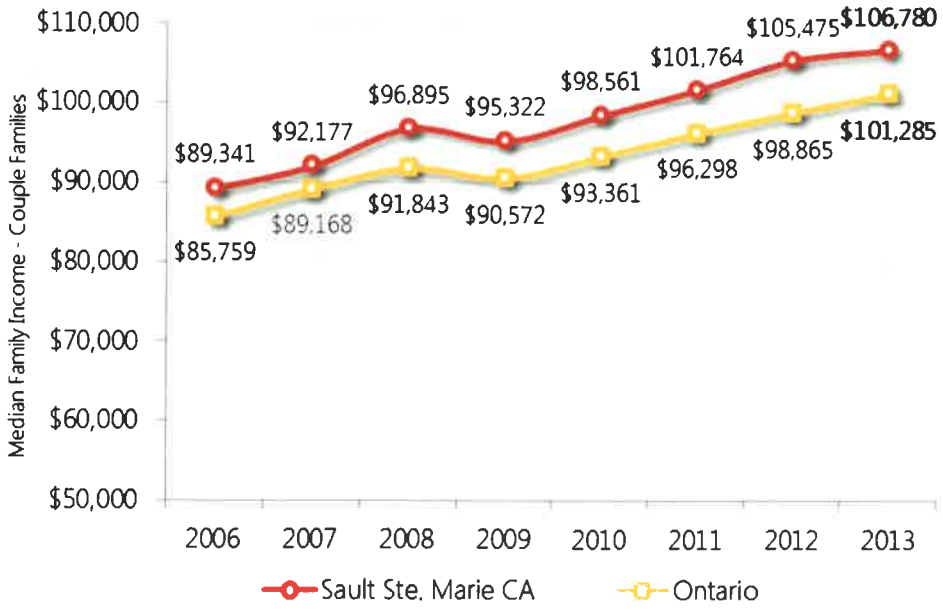


**Figure 5 - Median Family Income 2006-2013 - Lone-Parent Families**

## YOUTH LIVING IN LOW INCOME

*Source: Table F-18 Family data - After-tax low income (based on after-tax low income measures, LIMs) 2006-2013*

The Low Income Measure After Tax (LIM-AT) is a low income line measured by Statistics Canada. It can be defined as a fixed percentage (50%) of median adjusted after-tax income of households observed at the person level, where 'adjusted' indicates that a household's needs are taken into account. Statistics Canada maintains that low income lines are not measures of poverty, rather they reflect a consistent and well-defined methodology that identifies those who are substantially worse off than average. This data is available by a limited number of age groups, including youth under the age of 18.

**Figure 6 - Youth Living In Low-Income Families 2013 - By Family Type**

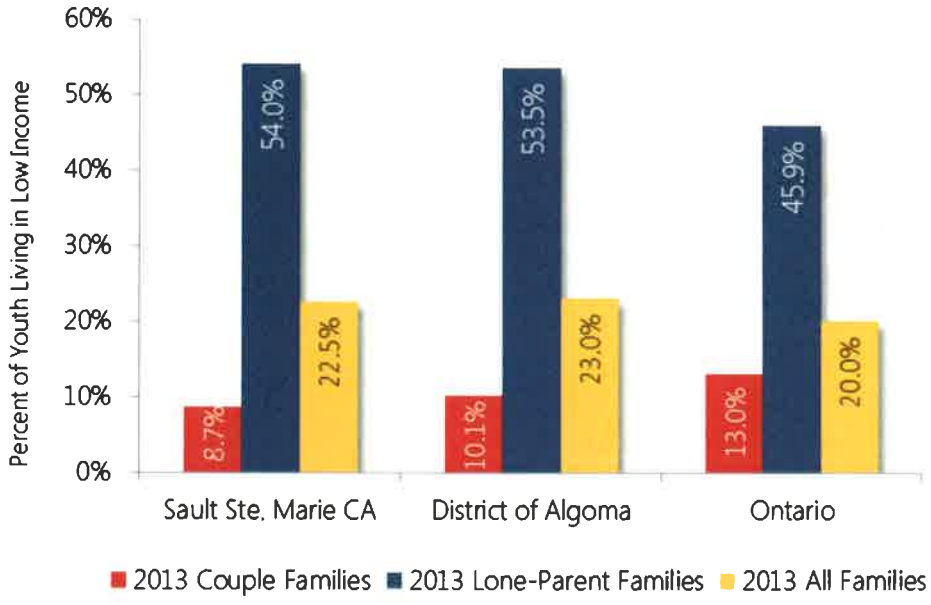



**Figure 7 - Youth Living In Low-Income Families 2006-2013 - All Family Types**

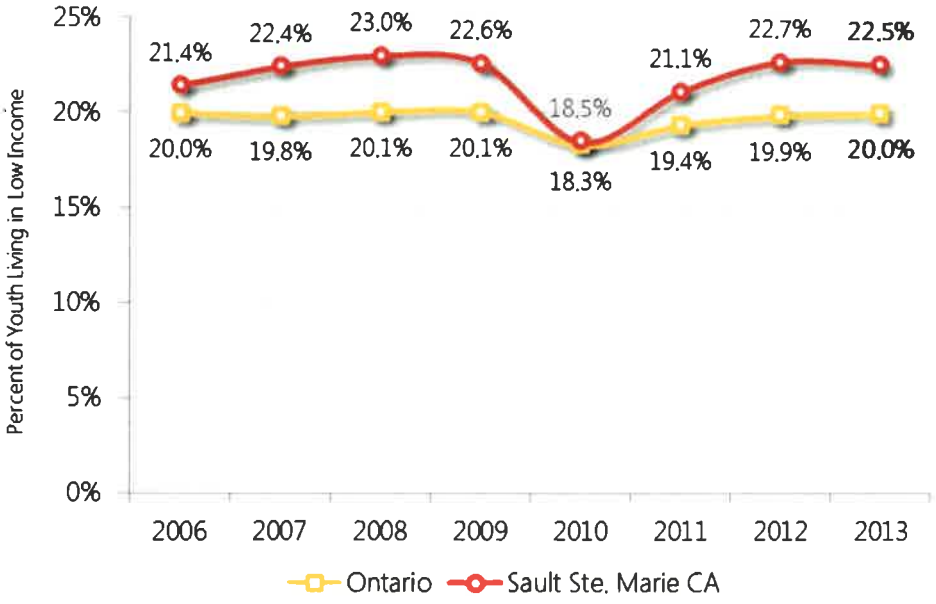


**Figure 8 - Youth Living In Low-Income Families 2006-2013 - Couple Parent Families**

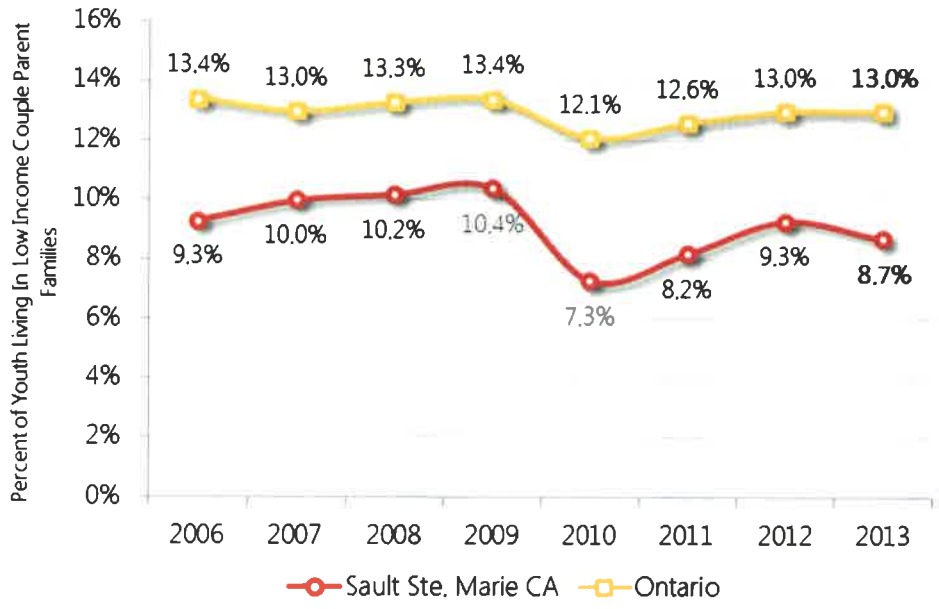
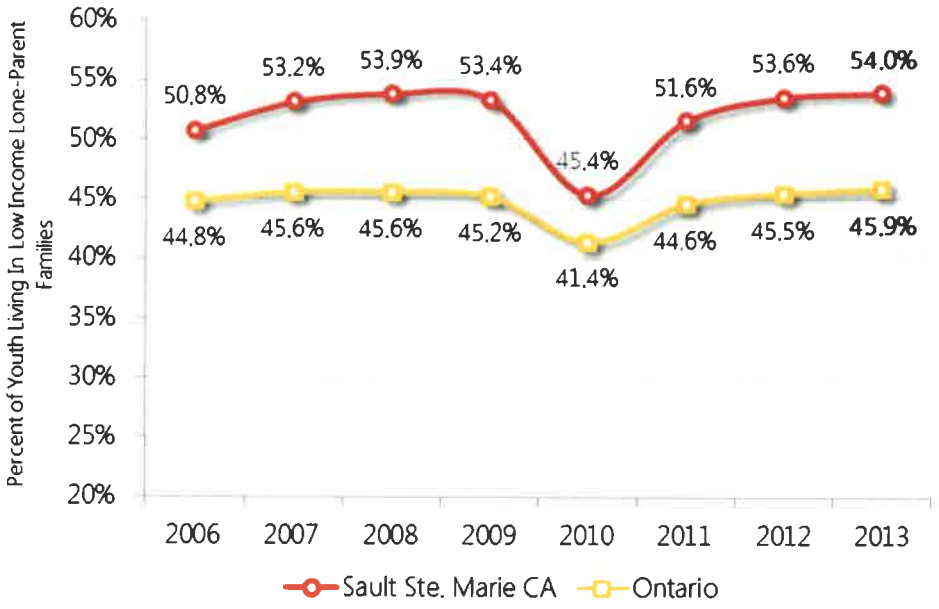



**Figure 9 - - Youth Living In Low-Income Families 2006-2013 - Lone-Parent Families**



## FAMILIES RECEIVING SOCIAL ASSISTANCE

*Source: Table F-6 Family data - Sources of Income by Family Type 2006-2013*

Ontario has two social assistance programs to help eligible residents who are in financial need. Ontario Works helps people who are in temporary financial need and the Ontario Disability Support Program (ODSP) helps people with disabilities.

**Figure 10 - Families Receiving Social Assistance 2013 - By Family Type**

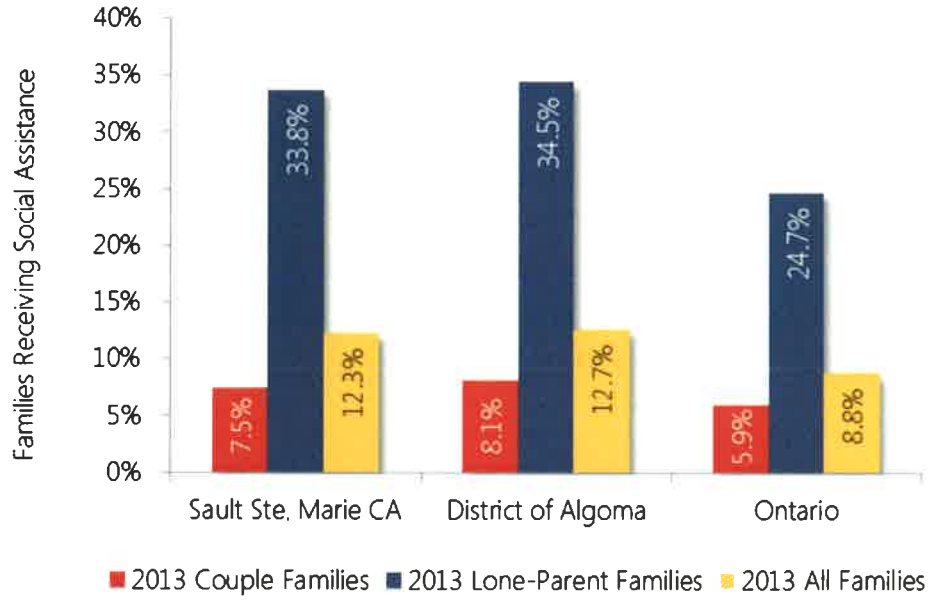



**Figure 11 - Families Receiving Social Assistance 2006 to 2013 – All Family Types**

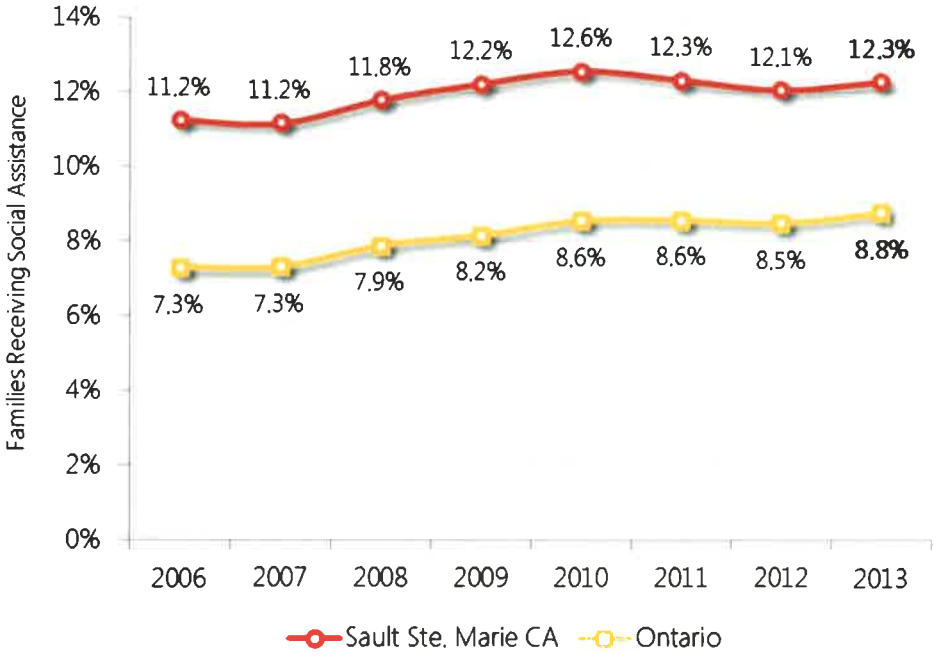


**Figure 12 - Families Receiving Social Assistance 2006 to 2013 – Couple Families**

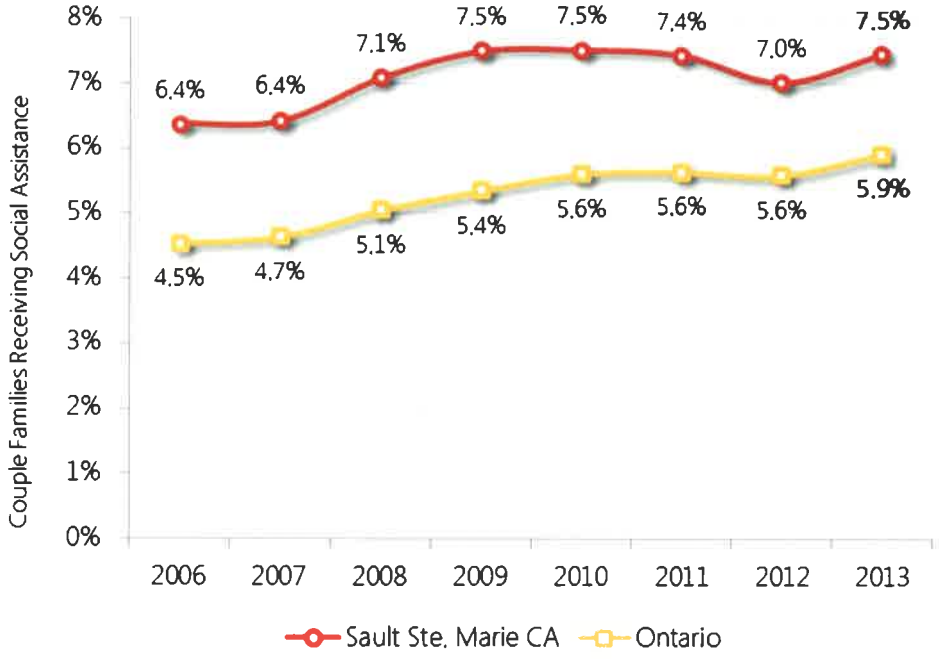
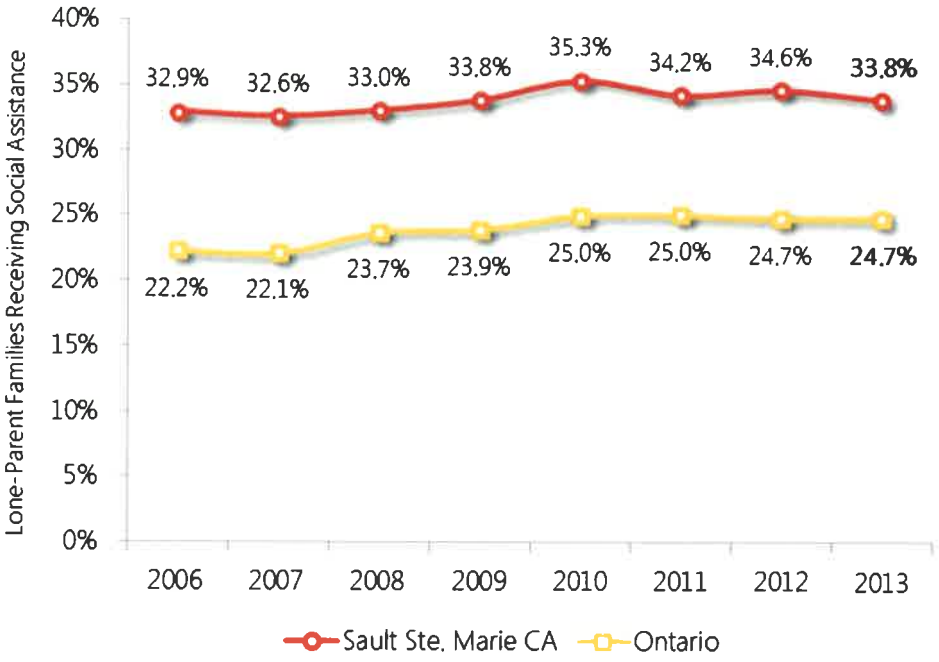


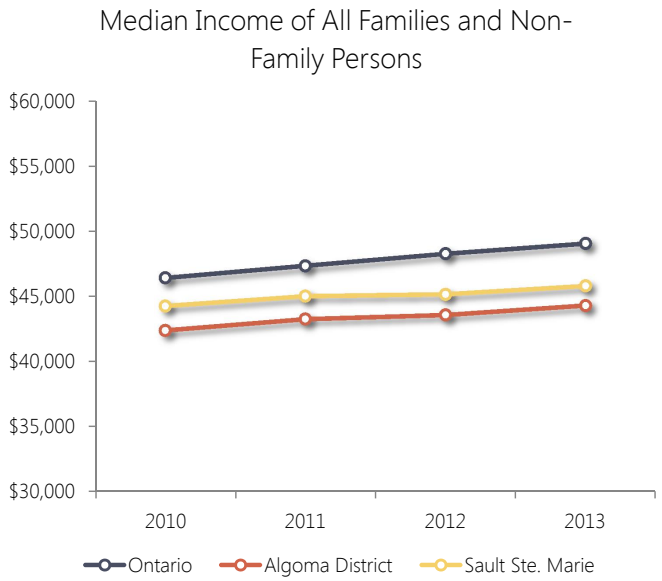

**Figure 13 - Families Receiving Social Assistance 2006 to 2013 – Lone-Parent Families**



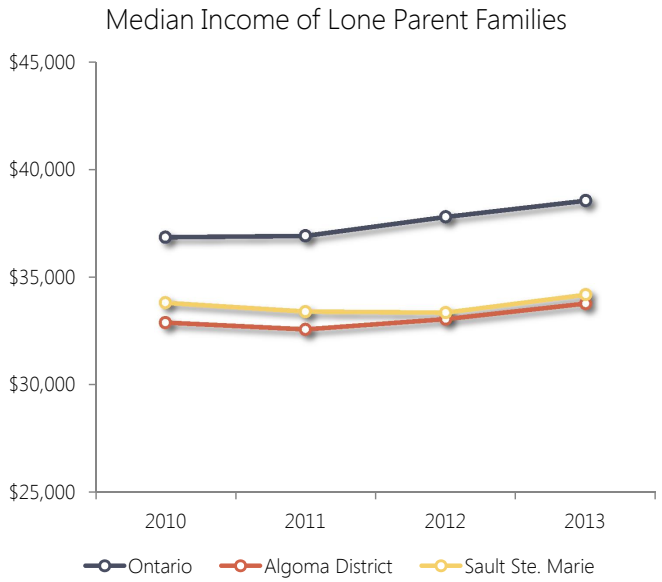
*Please note that this information for this section is from the Small Area and Administrative Division's Family databank for 2006-2013. The Family databank contains demographic indicators and much information on income. The data for each year is calculated using the income tax returns filed in April of the preceding year. Percentages may not add up to 100 due to random rounding*

## Median Income of Families and Non-Family Persons Sault Ste. Marie, Algoma District and Ontario

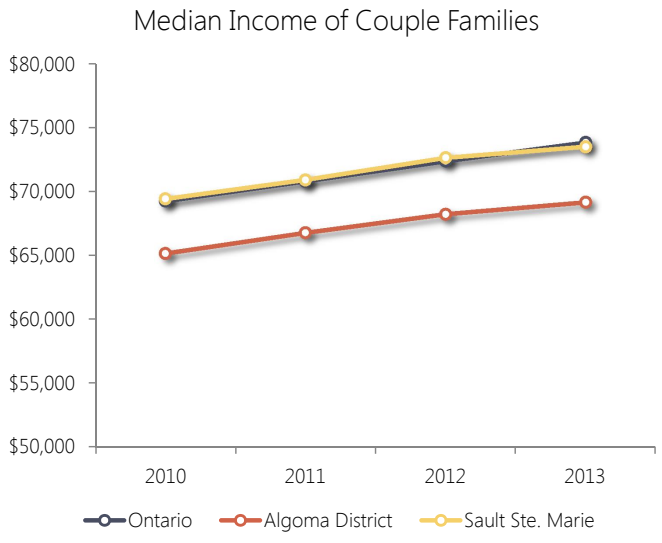
When taking into account all families and non-family persons, the median income of those living in Sault Ste. Marie is consistently lower than those living in Ontario, but higher than those living in Algoma District. Between 2010 and 2013, the median income of persons in Ontario increased slightly each year, from $46,420 in 2010 to $49,040 in 2013. In Sault Ste. Marie, the median income was $44,280 in 2010 and increased very slightly to $45,810 in 2013.



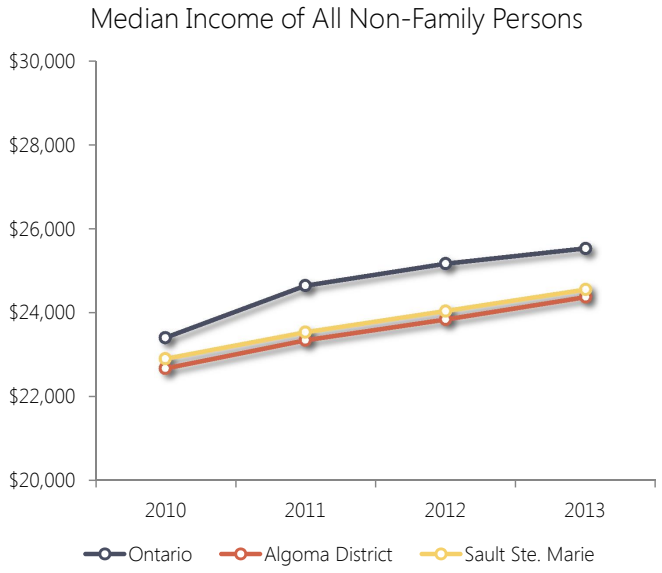

The median income of lone parent families in Sault Ste. Marie was consistently lower than lone parent families in Ontario. From 2010 to 2012, median income of lone parent families dropped from $33,810 in 2010 to $33,350 in 2012; then rose slightly to $34,180 in 2013. In Ontario, the median income rose from $36,860 in 2010 to $38,530 in 2013.




The median income of couple families in Sault Ste. Marie was on par with Ontario. In 2013, the Sault Ste. Marie median income of couple families ($73,500) was just slightly lower than Ontario ($73,840).



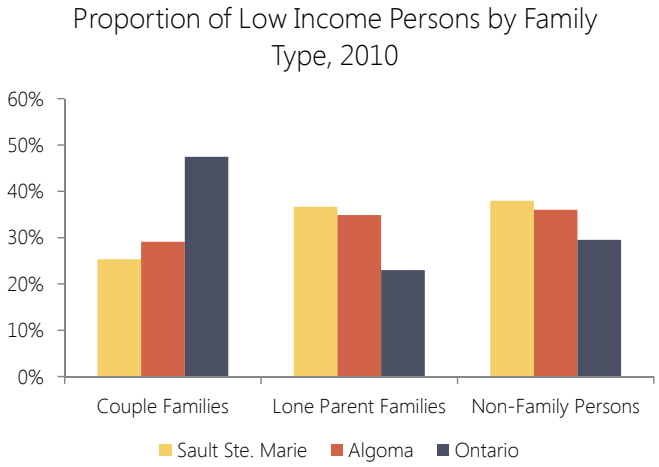

The median income of non-family persons was also lower in Sault Ste. Marie than in Ontario. In Sault Ste. Marie, the median income of non-family persons in 2013 was $24,560 compared to $25,530 in Ontario.

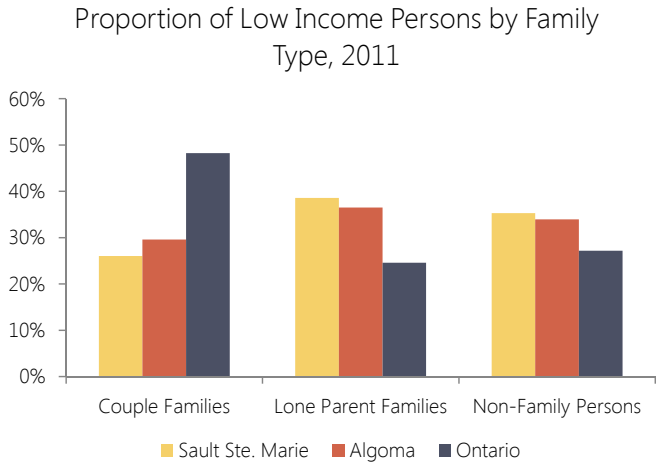


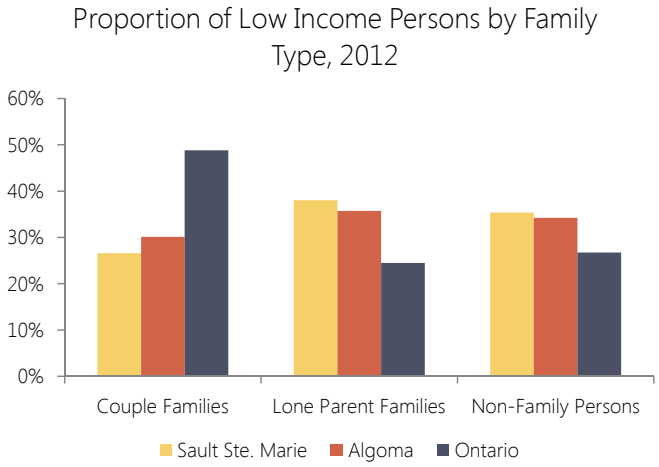

*Data source: Statistics Canada, T1 Family File (Taxfiler Data) 2010, 2011, 2012, 2013*

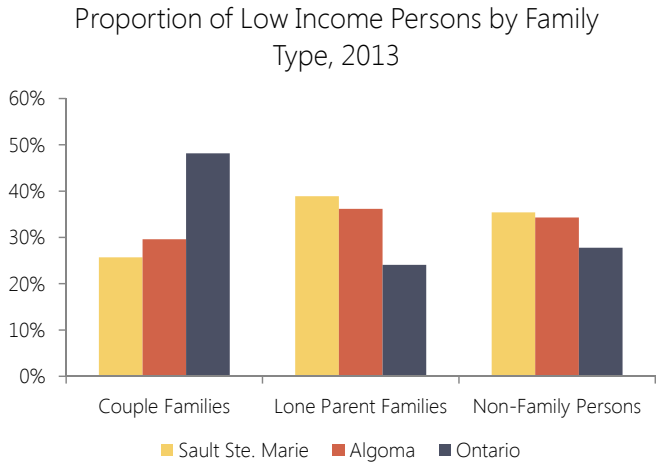
## Proportion of Low Income Persons by Family Type

The following charts show the proportion of persons who are considered low income by family type. From 2010 to 2013, Sault Ste. Marie consistently had a smaller percentage of couple families and a higher percentage of lone parent families and non-family persons than Ontario. From 2011 to 2013, lone parent families made up the highest percentage of low income persons in Sault Ste. Marie and Algoma District, followed by non-family persons. Couple families are the highest percentage of low income persons in Ontario as a whole, however, in Sault Ste. Marie and Algoma District, couple families make up the smallest percentage of low income persons.



# Sault Ste. Marie Poverty Round Table

# Strategic Action Plan - 2016

Revision Date: April 2016 - fifth revision

DRAFT

**Poverty Reduction In Sault Ste. Marie Ontario**

**Vision:** To reduce the impact of low income on the health and well-being of individuals and families in Sault Ste. Marie Ontario.

## Food Security

- Increased Awareness, participation and transfer of skills
- Research-based innovative approaches to food security
- School based greenhouses, gardens & cafeteria projects engaging youth

## Essential Services

- strengthen access to existing supports through coordination, planning and promotion
- identify gaps in service and develop solutions to gaps
- accessibility, childcare & transportation

## Engagement / Communication

- solicit continuous input and feedback from clients through surveys, phone calls, conversations and social media
- provide solutions to barriers, such as accessibility, childcare and transportation
- communication with community, including City Council and EDC (annual reporting)

## Housing

- evaluate existing housing support services maintain and expand as required
- identify traditional and non-traditional partners to address housing issues, including funders, landlords and housing providers and engage partners to create solutions to local housing issues

## Workforce Entry

- evaluate and continue existing employment programming
- provide supports for potential employees in preparation for employment, including coaching, job preparation and on the job supports job preparation and on the job
- expand outreach to all low income areas of the community
- cradle to college supports / lifelong learning
- research to identify the nature and extent of underemployment
- research and identify the nature and extent of precarious employment

**Monitor, Report and Evaluate**

## Outcomes

### Food Security

1. members of the SSM community will have increased knowledge of food security issues

2. increased availability of healthy foods in the SSM area

3. members of the SSM community will make better choices regarding healthy eating

### Essential Services

1.members of the SSM community have increased knowledge of how to access support services

2. the 211 data base for SSM is up to date

3. support services in SSM are more accessible to the community

4. immediate needs of low income community members are met

### Engagement / Communication

1. members of the SSM community are familiar with the community poverty reduction plan

2. members of the SSM community provide regular input to the imple-mentation of the plan

3. all components of the plan are accessible to everyone in SSM

4. elected officials in SSM are familiar with the plan

### Housing

1. members of the SSM community are more knowledgable of what constitutes safe housing and how to address issues relating to substandard housing

2. there is an increase in the total number of available safe affordable or safe geared to income housing units in SSM

### Workforce Entry

1. all members of the SSM community have access to supports needed to enter the workforce

2. employers have increased knowledge of employment programs and supports available

3. children and youth have the supports necessary to successfully complete an appropriate level of education

4. research completed and presented to the community

# Sault Ste. Marie Poverty Round Table
# Strategic Action Plan - 2016

Revision Date: March 2016 - third revision

Vision: To reduce the impact of low income on the health and well-being of individuals and families in Sault Ste. Marie Ontario.

Poverty Reduction In Sault Ste. Marie Ontario

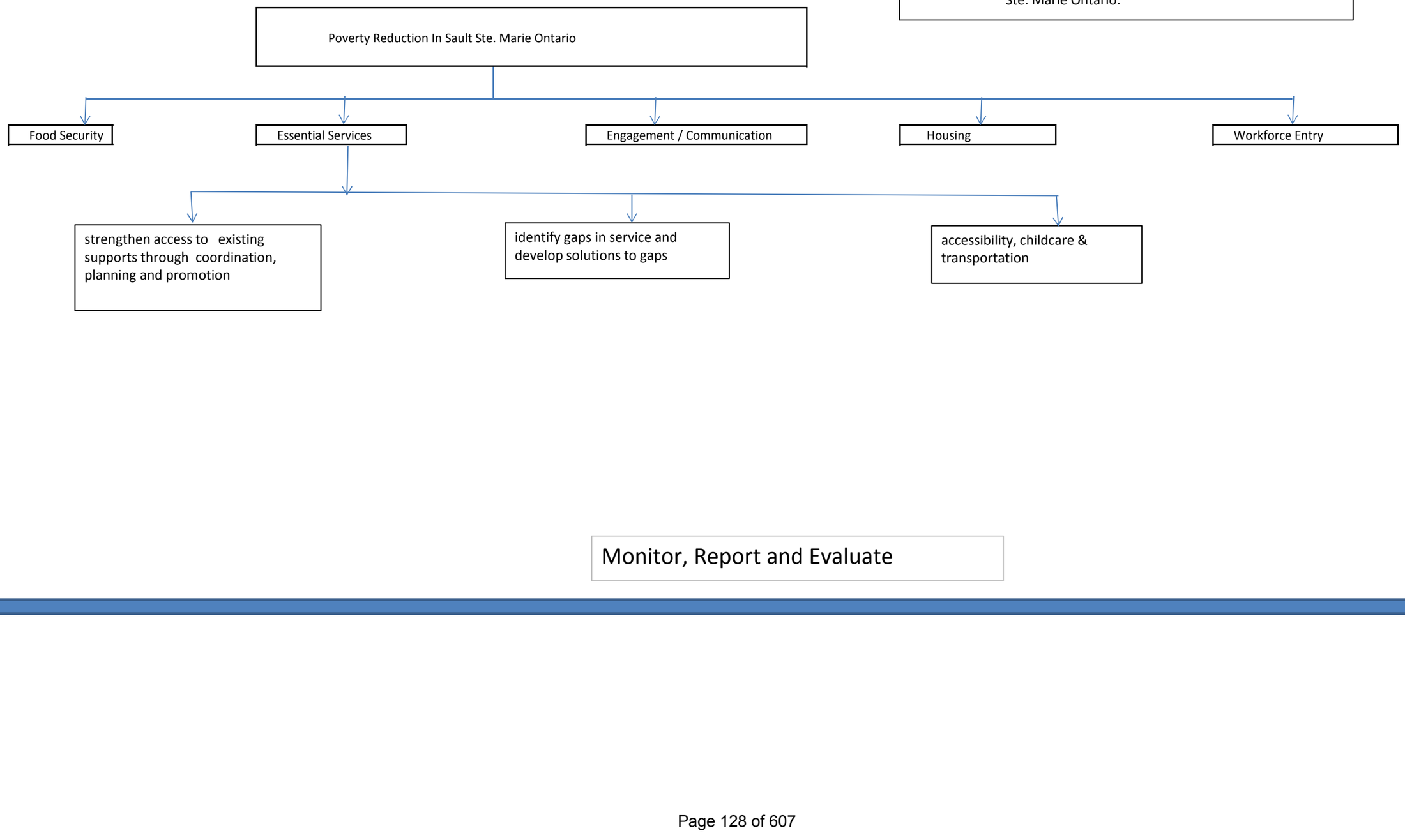
- Food Security
  - Increased Awareness, participation and transfer of skills
  - Research-based innovative approaches to food security
  - School based greenhouses, gardens & cafeteria projects engaging youth
- Essential Services
- Engagement / Communication
- Housing
- Workforce Entry

Monitor, Report and Evaluate

# Sault Ste. Marie Poverty Round Table
# Strategic Action Plan - 2016

Revision Date: March 2016 - third revision

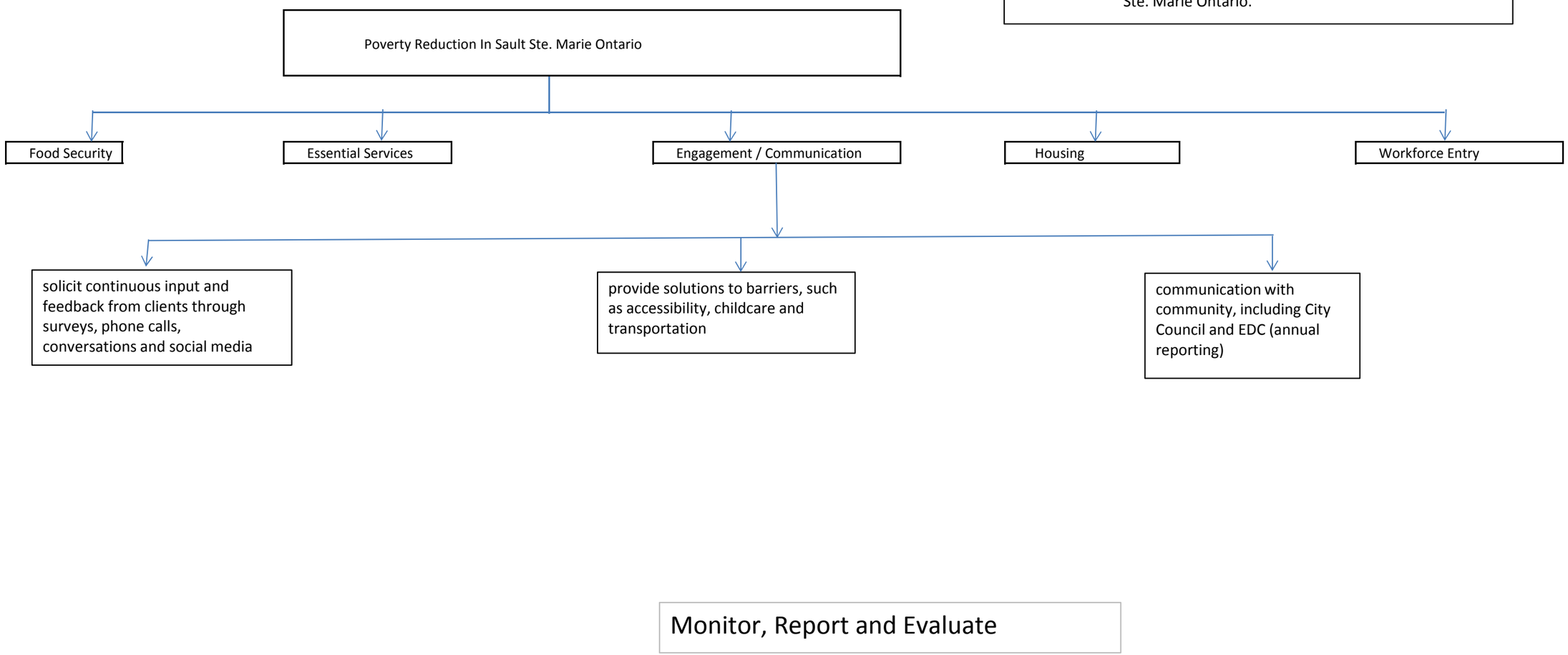
Vision: To reduce the impact of low income on the health and well-being of individuals and families in Sault Ste. Marie Ontario.



# Sault Ste. Marie Poverty Round Table
# Strategic Action Plan - 2016

Revision Date: March 2016 - third revision

Vision: To reduce the impact of low income on the health and well-being of individuals and families in Sault Ste. Marie Ontario.



# Sault Ste. Marie Poverty Round Table
# Strategic Action Plan - 2016

Revision Date: March 2016 - third revision

Vision: To reduce the impact of low income on the health and well-being of individuals and families in Sault Ste. Marie Ontario.

Poverty Reduction In Sault Ste. Marie Ontario

- Food Security
- Essential Services
- Engagement / Communication
- Housing
  - evaluate existing housing support services maintain and expand as required

    Actions:
  - identify traditional and non- traditional partners to address housing issues, including funders, landlords and housing providers and engage partners to create solutions to local housing issues

    Actions:
- Workforce Entry

Monitor, Report and Evaluate

# Sault Ste. Marie Poverty Round Table
# Strategic Action Plan - 2016

Revision Date: March 2016 - third revision

Vision: To reduce the impact of low income on the health and well-being of individuals and families in Sault Ste. Marie Ontario.

**Poverty Reduction In Sault Ste. Marie Ontario**

- **Food Security**
- **Essential Services**
- **Engagement / Communication**
- **Housing**
- **Workforce Entry**
  - evaluate and continue existing employment programming
  - expand outreach to all low income areas of the community
  - cradle to college supports / lifelong learning
  - provide supports for potential employees in preparation for employment, including coaching, job preparation and on the job supports
  - research to identify the nature and extent of underemployment
  - research and identify the nature and extent of precarious employment

Monitor, Report and Evaluate

## TEMPORARY STREET CLOSURE - APPLICATION FORM

**CONTACT NAME:** Adele Nanne **TELEPHONE:** (705)541-7300

**ORGANIZATION** (if applicable) District of SSM Social Services Administration Board

**ADDRESS:** 180 Brock Street **POSTAL CODE:** P6A 3B7

**The above person hereby makes application for the closing of**

Albion Street - South side off Chapple Avenue.

**(Name of street to be closed)**

**from** Chapple Avenue **to** Southern dead end of Albion Street

**(reference points - street numbers, cross streets, etc.)**

**from** _____ **to** _____

**(reference points - street numbers, cross streets, etc.)**

**on the** 25 **day of** August, **20** 16 **from** 9 **am/pm to** 4 **am/pm**

**on the** _____ **day of** _____, **20** ___ **from** _____ **am/pm to** _____**am/pm**

**for the purpose of** Game On' Neighbourhood Street Party

## APPROVAL SECTION:

1. **Police Services, Traffic Dept.**
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East

**Signature of Official**

2. **Fire Services/Emergency Medical Services (EMS)**
Telephone 949-3335/949-3387
Fax 949-2341
70 Tancred Street

**Signature of Official**

3. **Public Works & Transportation Dept.**
Telephone 541-7000
Fax 541-7010
128 Sackville Road

**Signature of Official**

4. **Transit/Parking**
Telephone 759-5320
Fax 759-5834
111 Huron Street

**Signature of Official**

5. **Central Ambulance Communication Centre (C.A.C.C.)**
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road

**Signature of Official**

6. **Downtown Association**
Telephone 942-2919
Fax 942-6368
496 Queen Street East
**(QUEEN STREET CLOSINGS ONLY)**

**Signature of Official**

7. **Community Services Department**
Telephone 759-5310
Fax 759-6605
99 Foster Drive
**(CLOSINGS AFFECTING CITY PARKS/FACILITIES)**

**Signature of Official**

## CITY CLERK SECTION:

City Council approval was received on _____, _____
(date) (By-law No.)

# TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Matt Rodell TELEPHONE: 705-574-0090

ADDRESS: 269 Queen St E POSTAL CODE: P6A-1Y9

The above person hereby makes application for the closing of

Queen Street

(Name of street to be closed)

from Elgin St to Dennis St

(reference points - street numbers, cross streets, etc.)

on the 23 day of September, 2016 from 3 am/pm to 9 am/pm

for the purpose of Greyhound Season Open Party

**APPROVALS SECTION:**

1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East

Signature of Official

2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

Signature of Official

3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road

Signature of Official

4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street

Signature of Official

5. Central Ambulance Communication Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road

D Spoatman

Signature of Official

6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
**(QUEEN STREET CLOSINGS ONLY)**

Signature of Official

**CITY CLERK SECTION:**

City Council approval was received on _____, _____
(date) (By-law No.)

# TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Matt Rockell TELEPHONE: 705-574-0090

ADDRESS: 269 Queen St E POSTAL CODE: P6A-1Y9

The above person hereby makes application for the closing of

Queen Street

(Name of street to be closed)

from Elgin St to Dennis St

(refefence points - street numbers, cross streets, etc.)

on the 23 day of September, 2016 from 3 am/pm to 9 am/pm

for the purpose of Greyhound Season Open Party

**APPROVALS SECTION:**

1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East

Signature of Official

2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

Signature of Official

3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road

Signature of Official

4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street

Signature of Official

5. Central Ambulance Communication Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road

Signature of Official

6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
**(QUEEN STREET CLOSINGS ONLY)**

Signature of Official

**CITY CLERK SECTION:**

City Council approval was received on _____ (date), _____ (By-law No.)

# TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Matt Rocchi TELEPHONE: 705-574-0090

ADDRESS: 269 Queen St E POSTAL CODE: P6A-1Y9

The above person hereby makes application for the closing of

Queen Street

(Name of street to be closed)

from Elgin St to Dennis St

(reference points - street numbers, cross streets, etc.)

on the 23 day of September, 2016 from 3 am/pm to 9 am/pm

for the purpose of Greyhound Season Open Party

**APPROVALS SECTION:**

1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East

Signature of Official

2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

Signature of Official

3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road

Signature of Official

4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street

Signature of Official

5. Central Ambulance Communication Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road

Signature of Official

6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
**(QUEEN STREET CLOSINGS ONLY)**

Signature of Official

**CITY CLERK SECTION:**

City Council approval was received on _____, _____
(date) (By-law No.)

# TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Matt Rockell TELEPHONE: 705-574-0090

ADDRESS: 269 Queen St E POSTAL CODE: P6A-1Y9

The above person hereby makes application for the closing of

Queen Street

(Name of street to be closed)

from Elgin St to Dennis St

(reference points - street numbers, cross streets, etc.)

on the 23 day of September, 2016 from 3 am/pm to 9 am/pm

for the purpose of Greyhound Season Open Party

**APPROVALS SECTION:**

1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East

Signature of Official

2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 ~~Tancred~~ Street

Signature of Official

3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road

Signature of Official

4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street

Signature of Official

5. Central Ambulance Communication Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road

Signature of Official

6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
**(QUEEN STREET CLOSINGS ONLY)**

Signature of Official

**CITY CLERK SECTION:**

City Council approval was received on _____, _____
(date) (By-law No.)

705-942-6368

# TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Matt Rockell TELEPHONE: 705-574-0090

ADDRESS: 269 Queen St E POSTAL CODE: P6A-1Y9

The above person hereby makes application for the closing of

Queen Street

(Name of street to be closed)

from Elgin St to Dennis St

(refefence points - street numbers, cross streets, etc.)

on the 23 day of September, 2016 from 3 am/pm to 9 am/pm

for the purpose of Greyhound Season Open Party

**APPROVALS SECTION:**

1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7800
Sgt. [illegible] #209
580 Second Line East
AUG 11 2016

Signature of Official

2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

Signature of Official

3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road

Signature of Official

4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street

Signature of Official

5. Central Ambulance Communication Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road

Signature of Official

6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
**(QUEEN STREET CLOSINGS ONLY)**

Signature of Official

**CITY CLERK SECTION:**

City Council approval was received on _____, _____
(date) (By-law No.)

## TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Matt Rockell TELEPHONE: 705-574-0090

ADDRESS: 269 Queen St E POSTAL CODE: P6A-1Y9

The above person hereby makes application for the closing of

Queen Street

(Name of street to be closed)

from Elgin St to Dennis St

(reference points - street numbers, cross streets, etc.)

on the 23 day of September, 2016 from 3 am/pm to 9 am/pm

for the purpose of Greyhound Season Open Party

**APPROVALS SECTION**:

1. Police Services, Traffic Dept.
   Telephone 949-6300 ext 348
   Fax 759-7820
   580 Second Line East

   Signature of Official

2. Fire Services/Emergency Medical Services (EMS)
   Telephone 949-3335/949-3387
   Fax 949-2341
   72 Tancred Street

   Signature of Official

3. Public Works & Transportation Dept.
   Telephone 541-7000
   Fax 541-7010
   128 Sackville Road

   Signature of Official

4. Transit/Parking
   Telephone 759-5320
   Fax 759-5834
   111 Huron Street

   Signature of Official

5. Central Ambulance Communication Centre (C.A.C.C.)
   Telephone 946-1227
   Fax 945-6883
   65 Old Garden River Road

   Signature of Official

6. Downtown Association
   Telephone 942-2919
   Fax 942-6368
   496 Queen Street East
   **(QUEEN STREET CLOSINGS ONLY)**

   Signature of Official

**CITY CLERK SECTION**:

City Council approval was received on _____, _____
(date) (By-law No.)

August 15, 2016
City Clerk Department, City Legal Department
99 Foster Drive
Sault Ste. Marie, ON

**Re: Greyhound Season Open Party – Friday, September 23, 2016**

The Queenstown BIA (Downtown Association) is seeking approval (Letter of non-objection) from the City of Sault Ste. Marie in regards to the Greyhound Season Open Party.
We are looking to include special event patios as part of our event.

**The Event Date is:** **Friday, September 23, 2016 From: 4pm to 7pm. (Street closure from 3pm to 9pm)**

**List of Participating Businesses:**

Reggie's Tavern
Outspoken Brewing
Loplops
Barrel House Wine & Whiskey Bar
Solo Trattoria
Q-Cafe & Bakery
Arturo Ristorante
Lychee Thai
Northern Superior Brewing
Shabby Motley
Union Jack Brewing
Gnarly Bistro
Pino's Get Fresh
Choch's Corner

Your Assistance is greatly appreciated in order to ensure this event is a success.

If we may obtain your approval by sending a letter of **non-objection** so that we/businesses may provide it to the AGCO inspector. Please sign below and give us a copy of the letter at your earliest convenience.

NO OBJECTION signature (City Clerk) _____

Date: _____

Regards,

Josh Ingram
Queenstown BIA

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Al Horsman, CAO**

**DEPARTMENT:** **Chief Administrative Officer**

**RE:** **Port of Algoma – Request for Extension to Contribution Agreements**

---

## PURPOSE

The purpose of this report is to seek Council's approval to amend the City's contribution agreements with FedNor and the Northern Ontario Heritage Fund Corporation (NOHFC) for the Port of Algoma project. The amendment would extend the project end date from December 31, 2016 to December 31, 2017.

## BACKGROUND

At the meeting of 2014 05 12 Council approved contribution agreements between the City and FedNor as well as the City and NOHFC respectively. The project completion date in both agreements was identified as December 31, 2016.

An update was provided to Council at the meeting of 2016 05 30, advising that Phase I of the Port of Algoma project was completed effective March 31, 2016. Council was further advised that a decision was made by the Project Management Team that all further project activity would be paused pending resolve of the Companies Creditors Arrangement Act (CCAA) process with Essar Steel Algoma Inc. (ESAI).

## ANALYSIS

The City's Federal and Provincial partners are aware of the CCAA process with ESAI and have advised the City that in the interest of mitigating project risk and ensuring that the funding allocated for the project is available for future use, an amendment to the funding agreements is required to change the project completion date. This amendment will allow the City the time required to determine the project's go forward plan once the CCAA process has been resolved.

## FINANCIAL IMPLICATIONS

The City's contribution to this project was previously approved by Council, and therefore there is no new financial implication.

**STRATEGIC PLAN / POLICY IMPACT**
This report is linked to the new infrastructure strategic focus area of the strategic plan.

**RECOMMENDATION**
It is therefore recommended that Council take the following action:

Resolved that the report of the City CAO dated 2016 08 22 regarding a request to amend the Contribution Agreements with FedNor and NOHFC for the Port of Algoma project be approved and further that the project end date be extended from December 31, 2016 to December 31, 2017.

Respectfully submitted,

Al Horsman
Chief Administrative Officer
705.759.5347
cao.horsman@cityssm.on.ca

AH/bb

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Al Horsman**

**DEPARTMENT:** **Chief Administrative Officer**

**RE:** **Budget Formula Guideline – Annual Operating Budgets**

---

## PURPOSE

This report is provided to:

A) respond to the May 30, 2016 Council resolution to review a range of options for establishing a budget guideline that targets development and deliberation of the 2017 and future year annual operating budgets; and,

B) Recommend a City budget formula guideline that considers in combination:

(i) the Ontario All Items excluding energy Consumer Price Index (CPI) to target base budget increases;

(ii) Percentage (%) Average Market Change in Assessment Value to derive growth impacts; and,

(iii) An investment factor of 0.25% (to be increased 0.05% annually to reach 0.5%) as the lowest end of the range commonly identified by Global Innovation indices and business schools to generate and maintain sustainable growth.

## BACKGROUND

Municipalities throughout Ontario and Canada constantly struggle in establishing annual operating budgets that are affordable and predicable for the property tax payer being levied. This challenge in the case of Ontario municipalities and specifically the City of Sault Ste. Marie, relates to legislative, regulatory and service level constraints that often increase expenditures well above inflation levels. The further difficulty relates to inflation being only one component of annual budget pressures that are also defined amongst other things by volume increases, assessment levels, changed service quality needs and impacts from other orders of government and external agencies (downloading, side loading, etc.)

During its deliberation of the City's 2016 Budget, Council gave consideration to the pressures that derived the preliminary budget levy increase of 5.23% and sought options to reduce this to a level that was affordable to the average tax payer. As with all other municipalities, Council and Administration struggled during these deliberations to get a common definition of affordability that some viewed as the Consumer Price Index or similar measure and others as being less than that level. In the end at its meeting of March 22, 2016, Council approved a tax levy that included a 1.90% increase on the average residential property. However, subsequent to the 2016 Budget being passed, a resolution was brought forward to Council's meeting of June 13, 2016 that sought further consideration of tax levy increases within a defined frame that considered inflation, assessment, growth and other factors. Specifically,

*"Whereas property taxpayers would like predictability in tax levy adjustments; and*

*Whereas there are several formulae that measure inflation (e.g. CPI, MPI, etc.); and*

*Whereas many residential taxpayers are on fixed incomes and are financially impacted by tax increases at inflation or above; and*

*Whereas the cost of municipal services is not tied directly to inflation; and*

*Whereas property taxes are impacted by provincial property assessment valuations; and*

*Whereas inflation, however measured, does not consider growth, service increase or charged quality of service; and*

*Whereas Mayor, Council and administration should have a guideline to focus budget deliberations that considers minimum impact on the taxpayer;*

*Now Therefore Be It Resolved that staff develop a range of options to develop a budget guideline to target the development and deliberation of the 2017 and future year annual operating budgets; and that staff report back no later than August 2016 on a recommended budget guideline."*

This report is provided in response to the June 13, 2016 resolution and provides a recommendation for a formula based target to guide the 2017 and future year budget deliberations.

**ANALYSIS**

As described in the background section of this report, inflation is viewed and measured from several different perspectives. Economists and various

dictionaries including Merriam Webster nonetheless agree that although there are various means of measuring inflation, the concept is best defined as a general increase in prices and fall in the purchasing value of money (see www.businessdictionary.com/inflation.html).

From a property tax payer's vantage point in the last decade or so the concern over tax levy adjustments is predictability and affordability. This perspective often relates to the individual's experience regarding price changes experienced in the purchase of goods and services as well as personal income that in many cases is tied to some inflation index. Property tax payers therefore struggle to accept that costs for the delivery of municipal services could be higher than the inflation increases they experience as citizens. However, this is where the challenge lies as municipal services are subject to cost increases greater than inflation. Municipal services also are affected by assessment shifts as well as volume changes. The latter are not a consideration when measuring price increases that are based on a defined basket of goods and services that do not take quantity nor quality into account. The former, Market Assessment as calculated by the Municipal Property Assessment Corporation can go up or down at levels greater than inflation.

Given the volatility in municipal services, cost and assessment there is no definitive means to establish a cap on annual tax levies without impacting service levels or risk being in contravention of regulatory or legislative constructs that proscribe municipal affairs. There nonetheless is an opportunity to develop a formula that can guide the work of administration and Mayor and Council in deriving budget recommendations. Some of these options have been reviewed by staff as outlined in the following sections.

In developing the options, staff used a set of guiding principles including ease of accessing the information, transparency to internal and external stakeholders, and predictability and stability to the taxpayer while considering the impacts of a growing City. These principles were balanced with the recognition that the formula is a budget development tool used by staff and does not necessarily reflect what will ultimately be recommended by management or what Council will approve. Nor does the formula guide what can and cannot be requested by Council as part of budget review and deliberations in terms of expenditure adjustments.

***Option #1 – No Budget Guideline (Not Recommended)***
This option proposes that staff approach budget development with no direction from Council in terms of the guideline for the coming budget year. Staff would then present a budget that they feel is reflective of what is required to provide approved programs and services and would work with Council on strategies to increase or decrease the proposed budget to a level which Council believes is acceptable. This option is not recommended because it does not provide the

predictability and stability that was identified as being needed during the development of the budget formula.

***Option #2 – Affordability Measure (Not Recommended)***

Based on a scan of local and single tier municipalities, it was identified that the City of Barrie follows a policy that limits their base budget increase to a percentage of household income. Specifically, Barrie's policy states that:

> *The tax-supported operating budget will be developed in accordance with department work plans that describe the resources required to maintain existing services and service levels. The corporation's Financial Policies Framework establishes an affordability threshold for property tax supported services. Specifically, it states that annual property taxes for a typical household will not exceed 4.0% of household income.*

In option 2, staff considered that a budget guideline equal to the lesser of an affordability measure similar to that used by Barrie or the budget formula could be used. However, this is not recommended as the affordability measure only considers the base budget component while ignoring volume and investment impacts and therefore does not provide the level of stability and transparency necessary.

***Option #3 - Consumer Price Index (Not Recommended)***

One of the main pressures potentially impacting the City's annual budget is inflation on the price of goods and services the City purchases. The Consumer Price Index (CPI) calculated by Statistics Canada is the commonly used and best understood benchmark to estimate inflationary pressures. CPI can be defined as a measure that examines the weighted average price of a basket of consumer goods and services, such as transportation, food and medical care. The CPI is calculated by taking the price change for each item in the predetermined basket of goods and averaging them; the goods are weighted according to their importance. CPI does not consider increases in the quality or quantity of goods and services, just the price change over a historical time period. Due to the broad public understanding and relative stability of the index, staff feels that this continues to be a good predictor of some, but certainly not all, of the City's costs. Specifically for CPI, it is recommended that the Ontario All-Items CPI index be used if incorporating CPI into budget direction, but in combination with measures of volume and investment. As an example of how CPI by itself can be ineffective, a review of CPI changes during the early 1980's identifies an annual inflation increase of almost 9% per year at a time when municipal levies were much less (see http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ46a-eng.htm)

***Option #4 – Use a 3 pronged formula that includes 5-year average for Ontario CPI, 5-year average of MPAC's Market change and investment factor (Recommended)***

To account for the multi-dimensional nature of budget pressures and needs, a 3 pronged formula has been developed that accounts for the three key aspects that influence budget development:

- base budget;
- volume, and;
- investment.

The **base budget** component relates to affordability to the tax payer as well as change in price for standard goods and services. For this element, an average of Ontario CPI (excluding energy) for the previous five years has been considered. This was felt to provide a sufficient indicator for inflation while encouraging efficiencies and new revenue sources as a municipality's budget is not solely tied to inflationary increases.

In the development of the **volume** component, staff reviewed potential use of various property assessment possibilities that best reflected how the municipality is growing including change in net number of properties added to the tax roll over a five year period, assessment growth and market value change as measured by the Municipal Property Assessment Corporation (MPAC). Increased demand for City services due to growth is an essential component of a growing City's budget and needs to be recommended in any formula that seeks to provide a comprehensive overview for a municipal budget. It was determined that net new properties added to the tax roll and assessment growth did not fully reflect volume changes where market value provided this measure as well as touched on taxpayer ability to pay so is the preferred metric to calculate this component of the budget guideline.

Finally, an **investment** factor in the formula is necessary to recognize the need for funds to support investment in the City that improve quality of service and incentivize development. In making this recommendation, staff reviewed various sources including Global Innovation indices, business school recommendations and past experience in other municipal jurisdictions, and found that a range between 0.5%- 1.0% is commonly the level of investment made in both the private and public sectors. Based on this review, but cognizant of the economic pressures currently facing the community staff recommends an investment factor of 0.25% starting in the 2017 Budget with increases of 0.05% annually for the next five budget years to achieve the 0.5% low end of the range.

The investment factor is an important element of the City's budget formula in that it provides the funding required to support such initiatives as the Community Improvement Plan (CIP), Economic Diversity Fund (EDF) and other like programs. For example, the tax increment based grant (TIBG) program created

within the CIP incents development creating significant direct and indirect economic benefits in the downtown and elsewhere consistent with the City's 2016-2020 Corporate Strategic Plan objectives. Such programs further provided opportunities to secure provincial buy-in on the secondary plan, help align public partners on projects and allow for leveraging of investments. These initiatives may not be possible or fully realized if not for the acknowledgement and inclusion of some form of 'investment' in the operating budget submissions and subsequent Council approval.

In combination, the formula described here and found as Appendix A to this report would translate into a 3.08% tax levy guideline for the 2017 Budget development and deliberation. Again, as it only represents a guideline staff recommendations and ultimately Council approval of the final budget could be above or below this target.

Therefore, the recommended formula under this option would be:
***(5-year average for Ontario CPI) + (5-year average of MPAC's* Market Change*) + investment factor***

**FINANCIAL IMPLICATIONS**
There is no direct impact arising from approving use of the recommended budget formula for guiding the development and deliberation of annual operating budgets. Council ultimately will decide in each budget year the levy increase (if any) within its established legislative powers found in the Municipal, Property, Municipal Affairs and other related Acts. Staff will nonetheless use this guideline to compare with preliminary estimates and identify strategies and their inherent risks/implications to decease or increase to meet to the guideline. For 2017, the recommended formula identifies a tax levy increase of 3.08% as found in Appendix A attached.

**STRATEGIC PLAN / POLICY IMPACT**
This report is consistent with the Fiscal Responsibility values described in the 2016-2020 Corporate Strategic Plan that identify need to manage municipal finances in a responsible and prudent manner.

**RECOMMENDATION**
It is therefore recommended that this report be received and that a budget formula of a 5 year average for the Ontario CPI (excluding energy), 5 year average MPAC Market Change and a 0.25% investment factor be approved to guide development and consideration of the 2017 and future year annual operating budgets.

Respectfully submitted,

Al Horsman, CAO
705.759.5347
cao.horsman@cityssm.on.ca

THE CORPORATION OF THE CITY OF SAULT STE MARI
BUDGET FORMULA GUIDELINE
2017

Table 326-0021 Consumer Price Index, annual (2002=100)(2,9)
Survey or program details:
Consumer Price Index - 2301

| Geography | Products and product groups (15) | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 |
|---|---|---|---|---|---|---|---|
| Ontario | All-items | 116.5 | 120.1 | 121.8 | 123 | 125.9 | 127.4 |
| Ontario | Food (17) | 123.2 | 128.1 | 131 | 132.9 | 136.2 | 141.2 |
| Ontario | Shelter (18) | 121.3 | 123.1 | 125 | 126.9 | 131.5 | 134.5 |
| Ontario | Household operations, furnishings and equipment | 109.5 | 111.9 | 113.9 | 115.4 | 117.8 | 121.5 |
| Ontario | Clothing and footwear | 90.7 | 91.6 | 89.8 | 88.9 | 91.7 | 92.2 |
| Ontario | Transportation | 120.1 | 128.8 | 130.7 | 131.7 | 132.6 | 127.1 |
| Ontario | Gasoline | 149.3 | 181.9 | 185 | 186.4 | 187.3 | 153.8 |
| Ontario | Health and personal care | 115.1 | 117.6 | 118.7 | 118.8 | 120 | 121.9 |
| Ontario | Recreation, education and reading | 104.2 | 105.9 | 107.1 | 107.9 | 109.5 | 111.7 |
| Ontario | Alcoholic beverages and tobacco products | 136.2 | 138.6 | 139.3 | 140.8 | 148.7 | 154.7 |
| Ontario | All-items excluding food and energy (25) | 113.4 | 115.6 | 117 | 118 | 120.2 | 122.6 |
| Ontario | All-items excluding energy (25) | 115 | 117.7 | 119.4 | 120.5 | 122.9 | 125.6 |
| Ontario | Energy (25) | 138.9 | 154.9 | 157 | 160.5 | 169.4 | 155.3 |
| Ontario | Goods (27) | 108.2 | 112 | 112.5 | 113.2 | 116 | 116.2 |
| Ontario | Services (28) | 123.8 | 127.3 | 130 | 131.9 | 134.7 | 137.5 |

| | | % increase | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Ontario | All-items | | 3.1% | 1.4% | 1.0% | 2.4% | 1.2% | 1.8% | |
| Ontario | All-items excluding food and energy (25) | | 1.9% | 1.2% | 0.9% | 1.9% | 2.0% | 1.6% | |
| Ontario | All-items excluding energy (25) | | 2.3% | 1.4% | 0.9% | 2.0% | 2.2% | 1.8% | RECOMMENDED, removes volatiliy of energy and is closer to municipal basket of goods. |

| % year Average of Market Change | | | | | | | |
|---|---|---|---|---|---|---|---|
| Same as assessment growth per OPTA, which is based upon MPAC data | 1.11% | 1.13% | 1.36% | 0.73% | 0.90% | 1.0% | City does not currently have development charges so growth costs should be accounted for in budget increase |
| Investment Factor | | | | | | 0.25% | Minimal investment previously suggest that this be increased over next 5 years by .05% annually to target of .5% |
| Budget Formula City Guideline | | | | | | 3.08% | Levy increase - **not** average residential property |

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Al Horsman**

**DEPARTMENT:** **Chief Administrative Officer**

**RE:** **Update – Lottery and Gaming Pursuit Project**

---

## PURPOSE

To provide Council for its information an update by the Sault Ste. Marie Innovation Centre on its Lottery and Gaming Pursuit project.

## BACKGROUND

At its meeting of October 13, 2015 Council approved a request to provide $250,000 from the City's Economic Diversification Fund to the Sault Ste. Marie Innovation Centre (SSMIC) in 2015 towards implementation of a lottery and gaming sector development strategy. A further $500,000 was identified over the next two years also to be funded through the EDF. The resolution found in the minutes for the October 13, 2015 meeting is as follows:

*"Resolved that the application of the Sault Ste. Marie Innovation Centre for Economic Diversification Fund funding in the amount of $250,000 per year for three years to support the implementation of a lottery and gaming sector development strategy be approved."*

As part of Council's discussions during its deliberation of this request, it was indicated that the SSMIC should provide the City's CAO with regular updates on progress as well as periodic reports back to Council. This report provides the update requested by Council for this initiative.

## ANALYSIS

The Executive Lead for the Lottery and Gaming Pursuit project will be presenting to Council at its August 22, 2016 meeting along with SSMIC's Executive Director an update on efforts to date and plans moving forward. This presentation is attached to the information report as Appendix A. Greater detail on the initiative is found in the SSMIC report attached as Appendix B. Although this is the first formal update to Council, there have been regular monthly update meetings held by SSMIC with the City CAO on several fronts including the Lottery and Gaming

Pursuit initiative. Staff will be available to respond to questions after the presentation.

**FINANCIAL IMPLICATIONS**
A total of $750,000 over 3 years has been directed to this initiative from the City's Economic Diversification Fund (EDF). This amount has been leveraged to secure other funding of $2.8 million as detailed in Appendix C attached.

**STRATEGIC PLAN / POLICY IMPACT**
The Lottery and Gaming Pursuit project aligns with the community development strategic focus area identified in the 2016-2020 Corporate Strategic Plan.

**RECOMMENDATION**
It is therefore recommended that Council take the following action:

Resolved that the report of the CAO office dated 2016 08 22 concerning an update of SSMIC's Lottery and Gaming Pursuit Project be received as information.

Respectfully submitted,

Al Horsman
CAO
705.759.5347
cao.horsman@cityssm.on.ca

# SSM LOTTERY & GAMING PURSUIT

## Driving Lottery & Gaming Success

$16B Industry in Canada

128,000 direct jobs

77,000 indirect jobs

Largest segment of the entertainment industry

Represents 14% of SSM Knowledge Economy

Global industry leaders: OLG, CBN, Pollard

Only Canadian city actively developing L&G sector

## OUR PLAN

- OUTREACH
- PROMO
- TALENT
- CLUSTER SERVICES

## EARLY PROGRESS

- Lottery & Gaming Pursuit Team Staffed and Active
- Formed Contacts with 100+ Members of the Lottery and Gaming Community
- Working Closely with OLG
- Initiated Private Sector Support
- Development of Talent Pool
- Expanding Success of Lottery and Gaming Local Service Firms
- Industry Partnership In Education
- Partnership Between Global Software Company and Local Digital Media Company
- Developed Database Pool of Prospective Partnerships

Business Development > JOBS < Talent

RETAIN | CONVERT | CREATE | GROW

MAJOR PLATFORM | STAFFED & ACTIVE

ORGANIZED APPROACH | EXPERT ENGAGEMENT

# SSM LOTTERY & GAMING PURSUIT – PROJECT UPDATE

August 10, 2016

## THE LOTTERY & GAMING INDUSTRY IN CANADA

The lottery and gaming sector in Canada is a $16B industry, supporting more than 128,000 direct jobs. The industry supports an additional 77,000 indirect jobs, including suppliers and manufacturers across Canada. Representing the largest segment of the entertainment industry in Canada, it provides more than $8.7B in funding to government and community programs and services. At the municipal level, these funds are allocated to community infrastructure, programs and services that benefit the community. The lottery and gaming sector is transforming worldwide, as the industry faces operational challenges relating to digital gaming, which is changing the way games are played and the people who play them. For example, beyond the traditional lottery and gaming sector, the social gaming environment represents an additional $12B emerging global market segment. A future view of the sector in Canada should include a broader lens that opens doors to expanding markets that could represent additional revenues that far exceed current numbers.

## LOTTERY & GAMING IN SAULT STE. MARIE

Sault Ste. Marie has deep roots in the lottery and gaming industry. With 14% of the Sault's workforce employed in the knowledge-sector, global firms have established offices, production facilities and headquarters in Sault Ste. Marie. Home to Canadian Bank Note, OLG, Pollard Banknote, BMR and a number of emerging companies, the lottery and gaming sector in Sault Ste. Marie currently employs approximately 1,000 people.

The Lottery & Gaming Pursuit Team is working to secure existing lottery and gaming employment with both current and future sector service providers, as well as grow the lottery and gaming relevant businesses in Sault Ste. Marie to create new partnerships and jobs. Ultimately the project will result in a refueled and more vibrant knowledge-based economy in Sault Ste. Marie.

The leadership team for the project has been assembled, and is already working towards these objectives. The team includes:

1. Leo Tiberi, Executive Lead
2. Ian Plumley, Vice President Innovations
3. Jennifer Rushton, Vice President Business Development
4. Kevin Hemsworth, Director Marketing & Communications

## OUR PLAN

1. **OUTREACH**
   Global outreach to potential partners and lottery and gaming companies is essential. As we reach out to these organizations we are identifying their needs and developing tools that will help to establish Sault Ste. Marie as THE place to do business in the lottery and gaming sector.
2. **TALENT**
   We know that 25 years of experience in lottery and gaming means that our city has the expertise to support a dynamic lottery and gaming economy. Talent is a key driver for companies looking to establish operations. Identifying and developing pools of available qualified and dedicated talent is one of our top priorities.
3. **PROMOTION**
   Marketing and promotion efforts will work to establish Sault Ste. Marie as a hub of lottery and gaming industry experience and expertise. Our team will position the city as a great place to live and do business, and will increase positive awareness of the city both at home and externally. Shifting the public mindset from a local resource and manufacturing economy towards a professional, knowledge-based economy will be aided by the recruitment of key city ambassadors.
4. **CLUSTER SERVICES**
   Expanding the service potential of our current cluster will only enhance the attractiveness of Sault Ste. Marie as a destination for lottery and gaming companies. The diversification of these local organizations will also increase their offering and grow their business base.

## EARLY PROGRESS

1. **Lottery & Gaming Pursuit Team Staffed and Active**
   The investment from the City (through the EDF) has paved the way for additional funding from both the public and private sectors. So far, that funding has created 8 new positions on the Lottery and Gaming Pursuit Team, from the leadership listed above to 4 new support staff focused on Talent and Business Development.

2. **Expanding Success of Lottery and Gaming Local Service Firms**
   As part of our local lottery and gaming cluster, local service firms will develop new and innovative platforms and services that support the expanding lottery and gaming sector, diversifying their businesses for both profit and resiliency. We have actively engaged them early on to help position them for increased success in the lottery and gaming economy.

3. **Formed Contacts with 100+ Members of the Lottery and Gaming Community**
   Developing meaningful relationships with influencers and decision-makers in the lottery and gaming sector will lay the groundwork for our success. We have connected with over 100 lottery and gaming professionals in the sector, increasing awareness for the Sault Ste. Marie lottery and gaming economy and beginning to shape its identity. Many of these introductions have led to follow-up meetings and correspondence to provide additional information regarding the business proposition of expanding in and relocating to Sault Ste. Marie.

4. **Industry Partnership In Education**
   The Sault Ste. Marie Education Partnership is a three-way partnership between Algoma University, Sault College, and the Sault Ste. Marie Innovation Centre. The Partnership aims to provide a comprehensive education and training strategy to meet the needs of the Canadian lottery and gaming industry. A Memorandum of Understanding between the partners launched National Training Needs Analysis – the first of its kind in Canada - endorsed by the Canadian Gaming Association. Sault College, Algoma University and the Lottery and Gaming Pursuit Team continue to work in collaboration to advance this important initiative, which will ultimately see the development of specialized training in lottery and gaming. The educational partnership was profiled at the Canadian Gaming Summit in Ottawa in June 2016 where our executive lead presented on the needs analysis and its potential impact on the industry in Canada.

5. **Working Closely with OLG**
   As OLG continues to move through modernization, our team is working closely with them in order to better understand the process and timing of each of the milestones relating to it, so that we can be proactive about opportunities as they arise.

6. **Facilitated Partnership Between Global Software Company and Local Digital Media Company**
   The outreach of the Lottery and Gaming Pursuit Team has not been limited to outside firms looking to expand into Sault Ste. Marie, but also to local Sault Ste. Marie companies with a desire to expand their services and offerings to the broader lottery and gaming sector. Over the coming weeks and months, we will continue our local outreach program, facilitating partnerships between local companies and global lottery and gaming firms.

7. **Initiated Private Sector Support**
   Private firms, both local and national, have come forth with letters of intent to sponsor the Lottery and Gaming Pursuit Project through financial support, in-kind contributions, advisory service and promotion on specific activities or throughout the course of the project.

8. **Developed Database Pool of Prospective Partnerships**
   The Team has created a database of prospective companies in the lottery and gaming sector that could partner with service providers in the local lottery and gaming economy and will be engaging them in discussions over the next few months.

9. **Development of Talent Pool**
   A leading priority for organizations looking to expand operations to any location is the identification of local talent. The development of a talent pool that serves the lottery and gaming sector in Sault Ste. Marie will position the city as a hub for lottery and gaming knowledge capital and experience. We have developed a strategy to engage local talent, to repatriate talent that has left Sault Ste. Marie, and to attract new talent.

Each of these initiatives is aimed at strengthening the Sault Ste. Marie economy through the development of a robust lottery and gaming economy. We will aggressively compete to increase our share of Modern OLG positions, while at the same time working to improve our share of the Ontario Lottery Service Provider jobs based in Ontario. We will facilitate the growth of lottery and gaming relevant businesses based in Sault Ste. Marie, and create new opportunities by pursuing innovations in lottery and gaming product and service needs delivery.

In order to successfully execute this plan, the Lottery and Gaming Pursuit team is staffed and active, and we are following an organized work plan to carry out this major initiative. We have engaged experts on our team, in our local community and in the greater lottery and gaming sector, to help us to build support for this project and to become ambassadors for our brand.

## WHAT'S NEXT?

**Talent:** We will continue to reach out in order to increase and develop our talent pools. We will act as a driver for the continuing University/College discussions around lottery and gaming education, and continue to support the training and education needs analysis being undertaken. We anticipate the analysis to be ready later this year, and be actionable. We will identify the competency needs of the local lottery and gaming cluster in order to support their talent requirements.

**Promotion:** We will start to build support for the initiative and the sector, both in our community and beyond, through various outreach programs. An external launch of the initiative is planned for later this fall. Locally, we will be generating positive media around our success in the sector and conducting Town Halls to reach out to local ambassadors. We will be creating marketing materials that support our business and talent development outreach, and using traditional and social media to engage prospects and the community.

**Business Development:** We will develop the resources necessary to attract lottery and gaming businesses to SSM, and employ those to differentiate the city and articulate the unique advantages we offer prospective businesses. We will foster partnerships with the lottery and gaming sector. We will work with local businesses in order to develop their lottery and gaming readiness, helping them to build out their services to support the lottery and gaming industry. We will continue to support the establishment of a data centre in SSM in order to enhance our lottery and gaming footprint.

**Modernization:** We are working to identify current and future business and talent needs with the intent of capturing post-modern OLG jobs. We are identifying opportunities relating to innovation, support, and growth for our local cluster, in order to enhance the tools necessary to strengthen the case for local SSM headquarters.

Appendix C
Update - Lottery and Gaming Pursuit Project
Budget Summary

| | Year One | Year Two | Year Three | | Total |
|---|---|---|---|---|---|
| **Project Costs** | **Yr.1** | **Yr. 2** | **Yr. 3** | | **Total** |
| Entity Personnel | | | | | |
| Contract Team | $ 563,310 | $ 674,101 | $ 472,751 | | $ 1,710,162 |
| | | | | | |
| Media | $ 79,000 | $ 100,000 | $ 90,000 | | $ 269,000 |
| Production | $ 65,000 | $ 20,000 | $ 17,500 | | $ 102,500 |
| Research | $ 20,500 | $ 16,500 | $ 4,000 | | $ 41,000 |
| Business Development and Client Attraction | $ 57,495 | $ 60,275 | $ 46,810 | | $ 164,580 |
| Events, Workshops, Hosting | $ 85,000 | $ 95,000 | $ 55,000 | | $ 235,000 |
| Contract Services | $ 96,560 | $ 55,221 | $ 35,083 | | $ 186,864 |
| Equipment | $ 23,000 | $ - | $ - | | $ 23,000 |
| Admin/OH | $ 37,986 | $ 43,850 | $ 26,200 | | $ 108,036 |
| | | | | | |
| | | | | | |
| Total | $ 1,027,851 | $ 1,064,947 | $ 747,344 | | $ 2,840,142 |

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Peter Liepa, City Tax Collector**

**DEPARTMENT:** **Finance Department**

**RE:** **Property Tax Appeals**

---

## PURPOSE
Staff is seeking Council approval of property tax appeals as required pursuant to sections 354 and 357 of the Municipal Act.

## BACKGROUND
A listing of applications received for adjustment of realty taxes pursuant to sections 354 and 357 of the Municipal Act is attached to this report.

## ANALYSIS
The Municipal Property Assessment Corporation has recommended the amount of the assessment to be adjusted.

## FINANCIAL IMPLICATIONS
There is an annual budget allocation for tax write-offs.

## STRATEGIC PLAN / POLICY IMPACT
Not applicable

## RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the City Tax Collector dated 2016 08 22 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to sections 354 and 357 of the *Municipal Act* be approved.

Respectfully submitted,
Peter Liepa
City Tax Collector
705.759-5269
p.liepa@cityssm.on.ca

**RECOMMENDATION TO STRIKE UNCOLLECTABLE TAXES OFF THE ROLL PURSUANT TO SECTION 354(4) OF THE MUNICIPAL ACT R.S.O. 2001.**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**
**REALTY TAXES**

**DATE** 2016 08 22
**PAGE** 1 OF 1

| ROLL NUMBER | PROPERTY ADDRESS | REASON | UNIT CLASS | TAX CLASS | CANCELLATION MUNICIPAL TAXES | CANCELLATION EDUCATION TAXES | INTEREST | TOTAL |
|---|---|---|---|---|---|---|---|---|
| 030-095-009 | 240 Old Trout Lake Rd | Property vested in favour of the City from Tax Sale | Residential Vacant Land | RT | 1,841.75 | 261.51 | 119.07 | 2,222.33 |
| 040-028-028 | 206 Cathcart St | Property vested in favour of the City from Tax Sale | Residential Vacant Land | RT | 29,883.18 | 259.07 | 10,987.73 | 41,129.98 |
| | | | | **Report Total** | **31,724.93** | **520.58** | **11,106.80** | **43,352.31** |

**APPLICATION TO COUNCIL TO CANCEL**
**OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357**
**OF THE MUNICIPAL ACT, 2001**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**
**PROPERTY TAX APPEALS**

DATE: 2016 08 22


**2015**

| ROLL NUMBER | PROPERTY ADDRESS | PERSON ASSESSED | TAX CLASS | REASON | APPEAL NO. | TAXES | INTEREST | TOTAL |
|---|---|---|---|---|---|---|---|---|
| 020-022-025 | 282 Pim St | Duke, Laura | RT | D | 15-050 | 13.88 | 0.04 | 13.92 |
| 050-041-077 | 27 Westridge Rd | Scott, Gary | RT | C | 15-051 | 25.10 | | 25.10 |

**2016**

| ROLL NUMBER | PROPERTY ADDRESS | PERSON ASSESSED | TAX CLASS | REASON | APPEAL NO. | TAXES | INTEREST | TOTAL |
|---|---|---|---|---|---|---|---|---|
| 020-022-025 | 282 Pim St | Duke, Laura | RT | D | 16-020 | 46.51 | | 46.51 |
| 050-041-077 | 27 Westridge Rd | Scott, Gary | RT | C | 16-021 | 1,147.20 | | 1,147.20 |
| | | | | | **REPORT TOTAL** | **1,232.69** | **0.04** | **1,232.73** |

A. REALTY TAX CLASS CONVERSION
B. BECAME EXEMPT AFTER RETURN OF ROLL
C. RAZED BY FIRE AFTER RETURN OF ROLL
D. DEMOLISHED AFTER RETURN OF ROLL
E. OVERCHARGED BY REASON OF GROSS OR MANIFEST CLERICAL ERROR
F. REAL PROPERTY THAT COULD NOT BE USED FOR A PERIOD OF AT LEAST 3 MONTHS DUE TO REPAIRS OR RENOVATIONS

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Tim Gowans, Manager of Purchasing**

**DEPARTMENT:** **Finance Department**

**RE:** **Tender for Roof Replacement – RESC Storage Building**

---

## PURPOSE

Attached hereto for Council's information and consideration is a summary of the tenders received for Roof Replacement for the Storage Building at the Regional Emergency Services Centre as required by the Emergency Services Department. Staff is seeking Council's approval of the tender recommendation.

## BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held August 8, 2016 with Councillor Paul Christian representing City Council.

## ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project, Elliott Engineering Inc. (Pat Giunti), the Acting Deputy CAO, Community Development and Enterprise Services, and the Manager of Audits & Capital Planning. Mr. Giunti's report concerning the tenders received is attached for Council's reference.

1372055 Ontario Limited - $318,900 plus $29,000 (allowances) plus HST

Total = $393,127.00

Maverick & Sons Exteriors-$305,900 plus $29,000 (allowances) plus HST

Total = $378,437.00

## FINANCIAL IMPLICATIONS

During the 2016 Budget deliberations, City Council approved $1,500,000.00 for the repair/replacement of 5 roofs with funding allocated from the Asset Management Reserve. In addition, Staff is requesting that City Council approve

an allocation of $35,000.00 from the Fire Capital Equipment Reserve to be applied to this project.

The low tendered price for this project of $340,794.24 including allowances and non-recoverable HST can be accommodated within these budgeted amounts.

**STRATEGIC PLAN / POLICY IMPACT**
Maintenance of Existing Infrastructure & Asset Management is included in the Infrastructure focus area of the Corporate Strategic Plan.

**RECOMMENDATION**
Resolved that the report of the Manager of Purchasing dated 2016 08 22 be received and the recommendation that the tender for Roof Replacement for the Storage Building at the RESC be awarded to Maverick & Son Exteriors and Consulting Services Inc. at their low tendered price, meeting specifications, of $305,900.00 plus allowances of $29,000.00 and HST, be approved; and further that the City's Consultant, Elliott Engineering Inc., be authorized to provide a Letter of Intent formally authorizing Maverick & Son Exteriors and Consulting Services Inc. to proceed with this project. By-Law 2016-132 authorizing signature of a formal Contract for this project appears elsewhere on this Council Agenda.

It is further recommended that City Council approve the allocation of $35,000.00 from the Fire Capital Equipment Reserve to be applied to this roof replacement.

Respectfully submitted,

Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@cityssm.on.ca

ELLIOTT ENGINEERING INC.
35 CEDAR STREET, SAULT STE. MARIE, ON

Project No. E16027

August 9th, 2016

The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Civic Centre, Level 2
Sault Ste. Marie, ON P6A 5X6

Attention: Tim Gowans
Manager of Purchasing

RE: Tender Recommendation for the Re-Roofing of the RESC Storage Building

Dear Sir:

Tenders for the above-noted project were received at the Clerk's Office of the Sault Ste. Marie Civic Centre on or before 12:00:00 pm August 8th 2016. These submissions were opened in a public meeting at 3:00 pm the same day. Two tenders meeting the general requirements of the specification were received for the project. The original tenders were retained at the city, and a copy was provided to our office for detailed review. The results were as such:

| | |
|---|---|
| 1372055 Ontario Limited O/A Pro North Roofing | $318,900.00 plus Allowances plus HST |
| Maverick & Son Exteriors & Consulting Services | $305,900.00 plus Allowances plus HST |

As your consultants, we have reviewed the tender submissions and have concluded that the low tender received is complete, without errors and meets the requirements of the tender call. The low bidder has stated that they will be substantially complete the work as per the requirements of the Tender Documents.. Their base tender amount is $305,900.00 plus allowances of $29,000.00 plus HST, for a total amount of $378,437.00. We therefore recommend that the contract for the work be awarded to Maverick & Son Exteriors & Consulting Services of Sault Ste. Marie, Ontario.

Should you have any questions, comments or require any additional information please do not hesitate to contact the writer.

Yours very truly,

Pat Giunti, Project Manager

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Tim Gowans, Manager of Purchasing**

**DEPARTMENT:** **Finance Department**

**RE:** **Tender for Roof Replacement – Sault Ste. Marie Museum**

---

## PURPOSE

Attached hereto for Council's information and consideration is a summary of the tenders received for Roof Replacement at the Sault Ste. Marie Museum as required by the Community Development and Enterprise Services Department. Staff is seeking Council's approval of the tender recommendation.

## BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held August 8, 2016 with Councillor Paul Christian representing City Council.

## ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project, Elliott Engineering Inc. (Pat Giunti), the Acting Deputy CAO, Community Development and Enterprise Services, and the Manager of Audits & Capital Planning. Mr. Giunti's report concerning the tenders received is attached for your reference.

The following tenders were received:

1372055 Ontario Limited - $250,000 plus $29,000 (allowances) plus HST

Total = $315,270.00

Maverick & Sons Exteriors-$259,900 plus $29,000 (allowances) plus HST

Total = $326,457.00

**FINANCIAL IMPLICATIONS**
During the 2016 Budget deliberations, City Council approved $1,500,000.00 for the repair/replacement of 5 roofs with funding allocated from the Asset Management Reserve.

The low tendered price for this project of $283,910.40 including allowances and non-recoverable HST can be accommodated within this budgeted amount.

**STRATEGIC PLAN / POLICY IMPACT**
Maintenance of Existing Infrastructure & Asset Management is included in the Infrastructure focus area of the Corporate Strategic Plan.

**RECOMMENDATION**
Resolved that the report of the Manager of Purchasing dated 2016 08 22 be received and the recommendation that the tender for Roof Replacement at the Sault Ste. Marie Museum be awarded to 1372055 Ontario Limited o/a Pro North Roofing at their low tendered price, meeting specifications, of $250,000.00 plus allowances of $29,000.00 and HST, be approved; and further that the City's Consultant, Elliott Engineering Inc., be authorized to provide a Letter of Intent formally authorizing 1372055 Ontario Limited o/a Pro North Roofing to proceed with this project. By-Law 2016-131 authorizing signature of a formal Contract for the project appears elsewhere on this Council Agenda.

Respectfully submitted,

Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@cityssm.on.ca

ELLIOTT ENGINEERING INC.
35 CEDAR STREET, SAULT STE. MARIE, ON

Project No. E16028

August 9th, 2016

The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Civic Centre, Level 2
Sault Ste. Marie, ON P6A 5X6

Attention: Tim Gowans
Manager of Purchasing

RE: Tender Recommendation for the Re-Roofing of the Sault Ste. Marie Museum

Dear Sir:

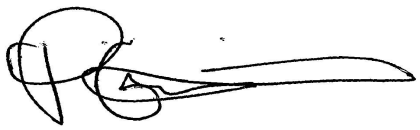
Tenders for the above-noted project were received at the Clerk's Office of the Sault Ste. Marie Civic Centre on or before 12:00:00 pm August 8th 2016. These submissions were opened in a public meeting at 3:00 pm the same day. Two tenders meeting the general requirements of the specification were received for the project. The original tenders were retained at the city, and a copy was provided to our office for detailed review. The results were as such:

| | |
|---|---|
| 1372055 Ontario Limited O/A Pro North Roofing | $250,000.00 plus Allowances plus HST |
| Maverick & Son Exteriors & Consulting Services | $259,900.00 plus Allowances plus HST |

As your consultants, we have reviewed the tender submissions and have concluded that the low tender received is complete, without errors and meets the requirements of the tender call. The low bidder has stated that they will be substantially complete the work as per the requirements of the Tender Documents.. Their base tender amount is $250,000.00 plus allowances of $29,000.00 plus HST, for a total amount of $315,270.00. We therefore recommend that the contract for the work be awarded to 1372055 Ontario Limited O/A Pro North Roofing of Sault Ste. Marie, Ontario.

Should you have any questions, comments or require any additional information please do not hesitate to contact the writer.

Yours very truly,



Pat Giunti, Project Manager

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Shelley J. Schell, Chief Financial Officer/Treasurer**

**DEPARTMENT:** **Finance Department**

**RE:** **Retention of Restructuring Lawyer Fee Update**

---

## PURPOSE

The purpose of the report is to seek Council approval to increase the upset limit of the fees to retain legal services to represent the City's interest in relation to Essar Steel Algoma Inc.'s Companies' Creditors Arrangement Act (CCAA) protection proceedings.

## BACKGROUND

Essar Steel Algoma Inc. entered into CCAA protection proceedings on November 9, 2015. At that time, the City was owed approximately $14 million for 2014/15 property taxes, including the portion collected on behalf of the school boards.

On February 22, 2016 Council approved $175,000 for the services of a restructuring lawyer to represent the City's interest in the CCAA protection proceedings of Essar Steel Algoma Inc. funded from the Contingency Reserve.

## ANALYSIS

Since the report of February 22, 2016, Essar Steel Algoma (the "Applicant") did not remit payment for post filing property taxes as set out in the Amended and Restated Initial Order. The City's restructuring lawyers filed a motion on behalf of the City seeking payment of post-filing property taxes. The motion was heard on June 15, 2016 at which time the City's motion was dismissed and the cross-motion of the applicant was granted, such that all obligations of the Applicants to make payment on account of Property Taxes were stayed and suspended for the duration of the CCAA Proceedings.

The grounds for the cross motion, as stated by the Applicant, was the volatility of the Applicants' business, including variances in commodity prices and the risk of negative cash flow variances, making it imprudent to provide payment on account of Property Taxes during the CCAA Proceedings. The City has filed a motion of appeal regarding the decision. As of the date of this report, post-filing

obligations for property tax, including interest and education share, is $5.5 million. The final tax instalment of $1.8 million is due September 6, 2016.

The preparation for the motion and cross-examination of the Applicant were extensive and thus costly. Another factor affecting the fees of the restructuring lawyer is review of the multitude of other motions filed, such as the Ad Hoc Committee of lenders and the Port of Algoma, all which could have implications to the City's position. In light of the dismissal of the City's motion seeking payment it is prudent that we continue to be involved with the proceedings to secure our priority lien status. As of July 31, 2016 the upset limit of $175,000 has been reached. Staff is recommending an additional $100,000 be approved and funded from the Contingency Reserve.

**FINANCIAL IMPLICATIONS**
Additional reserve resources of $100,000 will be required, bringing the total upset limit to $275,000.

**STRATEGIC PLAN / POLICY IMPACT**
This is an operational matter not articulated in the strategic plan.

**RECOMMENDATION**
It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer/Treasurer dated August 22, 2016 regarding the approval of an additional $100,000 to the upset limit for the services of a restructuring lawyer to represent the City's interest in the CCAA protection proceedings of Essar Steel Algoma Inc. be approved and that the services be funded from the Contingency Reserve.

Respectfully submitted,

Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
705.759.5355
s.schell@cityssm.on.ca

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

| | |
|---|---|
| **TO:** | **Mayor Christian Provenzano and Members of City Council** |
| **AUTHOR:** | **Shelley J. Schell, CPA, CA**<br>**Chief Financial Officer/Treasurer** |
| **DEPARTMENT:** | **Finance Department** |
| **RE:** | **Outside Agency Budget Presentations** |

---

## PURPOSE

The purpose of this report is to update Council on the process and schedule for outside agency and organization budget presentations for the 2017 budget.

## BACKGROUND

A resolution was passed by Council on April 11, 2016:

"Whereas during the 2016 City Council budget deliberations no presentations were made from outside agencies and organizations that receive City funds as this has not been requested in the past; and

Whereas City Council is seeking to review and understand all aspects of spending both inside and outside of the Corporation; and

Whereas there are a number of agencies and organizations receiving City funds either through a levy or grant and each one should be asked to present to City Council with a complete financial report so that City Council can ascertain the impact of the City funding; and

Whereas presentations need to be made not later than the last quarter of the current year in advance of the next year with the understanding that City Council will be considering the level of funding and any levy appeal opportunities where appropriate, for the following year's budget;

Now Therefore Be It Resolved that staff advise all outside boards, agencies and organizations of this process and schedule presentations that will fully inform City Council of the following:

- The full financial picture of the organization's funding, revenue and expenses
- Specifically including the impact the City funding has on fulfilling the mandate of the agency, board or organization – both positive and negative"

**ANALYSIS**
There are different types of levies and grants provided to various agencies and organizations.

**Levy Boards**
Levy Boards have the legislative ability to provide an amount to a municipality in which it provides services to be added to the municipal tax levy. The legislation that allows the levy may or may not provide an appeal process.

**Local Boards**
Local Boards are similar to City Departments, but are governed by a separate Board. They have the legislative ability to set their budget to be included in a municipal tax levy.

**Other Outside Agency Grants**
Funding includes grants that Council has approved either in way of a corporate policy or as a one-time or historical ongoing funding request.

The Council report, 2016 Operating Budget: Levy Boards, Local Boards and Outside Agency Grants, dated March 22, 2016 is included in Tab A as reference for specific legislative requirements relating to levy and local boards as well as other outside agency grants.

**Presentation Process and Schedule**

The CAO's Office will be contacting all the organizations for presentations to Council as noted below. Where the invitation is accepted, presentations will be scheduled in October 2016, with the date to be finalized by the Clerks Department.

All the Levy and Local Boards will be invited to provide a presentation to Council addressing the items requested by Council in their resolution.

Other Outside Agencies will be requested to provide a presentation to Council as follows:

- Physician Recruitment: Continue with practice of annual update to Council
- Economic Development Corporation and Sault Ste. Marie Innovation Centre: Governed by Memorandum of Agreement which includes annual presentation to Council
- Historical Ongoing Funding: Includes Art Gallery of Algoma, Sault Ste. Marie Museum and Bush Plane Museum. New requirement for presentation to Council annually.
- Grants Governed by Other Policies: Includes Cultural Financial Assistance Policy, Financial Assistance Policy for National/International Sports Competition and Financial Policy for Sustaining and Other Grants. Policies provide governance of funds and staff provides recommendations to Council for approval.
- Other Miscellaneous:
    - Memorial Exemption: This is a tax exemption provided for in the Municipal Act and is better addressed along with other tax rebates rather than as a grant.
    - Pee Wee Arena: This grant has been in place since the arena was built. The arena was built around the same time as the City built the McMeeken Centre. It was determined that another arena was required at that time. The private arena relieved the City of an additional facility build and Council of the day provided an operating grant to recognize that fact. The grant is now equal to the amount of property taxes. This organization will be requested to provide a presentation to Council.
    - Red Cross grant: This grant funding was repurposed to leverage funding through the Homemakers and Home Supports Program, providing snow removal and other services to seniors. It is the City's share of the program and not a grant. Red Cross is the organization providing the service. This funding should be part of operations rather than as a grant.

**FINANCIAL IMPLICATIONS**
There are no financial implications unless Council provides direction to change the funding levels.

**STRATEGIC PLAN / POLICY IMPACT**
This is a matter not articulated in the Corporate Strategic Plan.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer/Treasurer dated August 22, 2016 regarding Outside Agency Budget Presentations be received as information.

Respectfully submitted,

Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
705.759.5355
s.schell@cityssm.on.ca

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Shelley J. Schell, CPA, CA Chief Financial Officer/Treasurer**

**DEPARTMENT:** **Finance Department**

**RE:** **Animal Control Enforcement and Shelter Services**

---

## PURPOSE

The service agreement for Animal Control Enforcement and Shelter Services is governed by By-law 83-101 enacted by Council on April 25, 1983. Staff is seeking Council approval to review options for the service.

## BACKGROUND

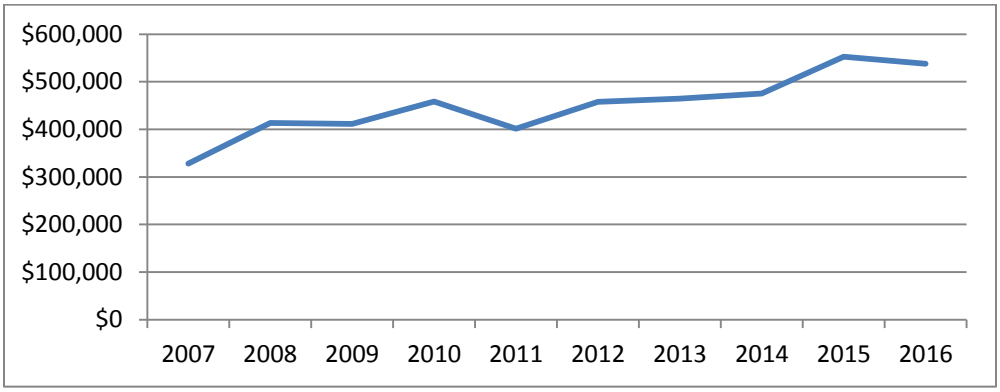
In accordance with the Municipal Act, section 103(1), the City passed By-law 98-211 regulating the licensing of dogs and prohibiting the running at large of dogs. Enforcement of the by-law and the provision of shelter services have been contracted to the Sault Ste. Marie and District SPCA, also known as the Sault Ste. Marie Humane Society (Humane Society) under By-law 83-101 enacted on April 25, 1983.

On June 14, 2016 the Humane Society requested that the agreement for the purchased service be updated as it has not been reviewed since enactment in 1983 (Tab 1).

## ANALYSIS

The cost of enforcement of the animal control by-law and provision of the shelter services has been provided by the same vendor since the by-law enactment in 1983. Subsequently, the licensing of dogs was transferred to the Humane Society on January 1, 1999, acting as an agent for the City. The licensing is to offset the cost of providing the service to the City. License fees are estimated to be between $35,000 and $40,000 per year.

The 10 year historical cost of the service is reflected in the chart below. The cost has increased 64% since 2007. Wages and benefits account for approximately 60% of the cost. License fees and user charges collected by the Humane Society offset the cost to the City by about 20%.




The model used by other municipalities for animal control by-law enforcement and shelter services varies. Sudbury has recently brought the enforcement back under the municipality from a contracted service and contract the shelter service. Timmins contracts both out, much as is Sault Ste. Marie's current practice. Staff is recommending that a review of animal control services be completed to determine the best model for the City and should include the following options:

1) Maintain current model of purchasing both enforcement and shelter services. This would include whether the service be single sourced to the Humane Society or put out for proposal. A new service agreement should be put in place to address such items as statistical reporting and the provision of audited financial statements.
2) Move enforcement of the by-law to the City and contract shelter services, as the City does not have the infrastructure in-house (single source or to proposal to be determined). This would require additional by-law officers which would be funded to a certain degree by the transfer of a portion of the current budget of $538,000.

The Sault Ste. Marie Humane Society has been an integral part of the enforcement and shelter services for the City for several decades. The organization has vast knowledge of the requirements and has had great success in the adoption of animals that find their way into the shelter. Staff recommends that the Humane Society be part of the review of service options.

**FINANCIAL IMPLICATIONS**
The 2016 fee for the enforcement of the animal control by-law and shelter services is $538,009.

**STRATEGIC PLAN / POLICY IMPACT**
This is an operational matter not articulated in the Corporate Strategic Plan.

**RECOMMENDATION**
It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer/Treasurer dated August 22, 2016 regarding the review of the provision of animal control by-law enforcement and shelter services be approved and that staff be directed to work with the current service provider, the Sault Ste. Marie and District SPCA, in recommending the preferred option.

Respectfully submitted,

Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
705.759.5355
s.schell@cityssm.on.ca

attachment

**Sault Ste. Marie & District SPCA**
**962 Second Line East**
**Sault Ste. Marie, ON P6B 4K4**

**Phone: 949-3573**
**Fax: 949-0169**
**ssmhs@shaw.ca**

June 14, 2016

Mr. Al Horsman
Chief Administrative Officer
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

Dear Mr. Horsman

The Sault Ste. Marie Humane society began providing Animal Control Services to the City of Sault Ste. Marie in 1983. The agreement for the purchased service has not been updated since that time.

Given the age of our existing agreement, our Board of Directors has given me a directive to request that our Animal Control Services agreement be updated.

Thank you for your time and I look forward to your reply.

Sincerely,

Ross

Cindy Ross
Shelter Manager

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Jacob Bruzas, Manager of Audits and Capital Planning**

**DEPARTMENT:** **Finance Department**

**RE:** **Six Month Financial Report – June 30, 2016**

---

## PURPOSE

The purpose of this report is to provide a Six Month Financial Report to June 30, 2016.

## BACKGROUND

The report is prepared for the information of Council.

## ANALYSIS

Most departments are trending on budget as of June 30, 2016 except for the following material variances:

- Winter Control costs are estimated to be approximately $175,000 under budget. While the typical winter control costs (i.e. plowing/sanding/sweeping) are trending on budget, there is a small positive variance estimated for the spring job portion of winter control (i.e. snow ditching/drainage).
- As in the prior year, landfill tipping fees continue to trend under budget due to lost commercial tonnage to another service. Although the budget was reduced for 2016, if the trend continues to year end staff are estimating a budget shortfall of approximately $150,000.
- Cemetery cremation fees continue to decrease due to the addition of a new crematorium just outside of the City. The estimated budget shortfall to year end is $300,000; however, this may be offset by year-end with the sales of the new mausoleum.
- Supplementary taxes are currently trending less than budget. If the trend continues to year end staff are estimating a budget shortfall of approximately $250,000.

The estimates noted are based upon the trends continuing through the second half of the year. Factors such as the severity of winter conditions in November and December 2016 can greatly affect the estimate.

**WSIB Presumptive Legislation-** as noted during 2016 and previous years budget deliberations, it was expected that legislation respecting job related cancer was being considered by the Province and has now been implemented in 2016. Council was made aware of the anticipated rise to WSIB costs associated with introduction of this new legislation. To June 2016, the City has paid out approximately $1,000,000 for retroactive claims resulting from this change in legislation. It is anticipated that the City will pay out a total of $2,500,000 to the end of 2016 for these retroactive claims. The $2,500,000 is more significant than anticipated and exceeds the availability of the contingency reserve.

Recent legislative changes for Post-Traumatic Stress Disorder PTSD for all first responders will also have a financial impact on the City in the near future. As this is in its early stages, it is difficult to predict how significant that financial impact will be at this time. Like the presumptive legislation for cancer, these changes are also retroactive. However, it is only retroactive to April 2014. The 2017 budget will include an increase in operations for Police/Fire as well as recommended contingency for retroactive payments for presumptive legislation claims.

Considering the above, the estimated deficit (worst-case scenario) for 2016 is $2 to $3 million, the majority of which is due to retroactive WSIB payments for Fire Services personnel presumptive cancer claims. This estimate will be updated and presented to Council at the end of the third quarter, 2016.

## FINANCIAL IMPLICATIONS

Based upon the financial analysis at the end of the second quarter 2016, Finance is predicting a significant deficit for 2016.

Assessment growth to July 31, 2016 was -0.34%. There is very little additional assessment predicted for the second half of the year and thus any tax increase will be full to each tax class in 2017.

Staff has implemented a deficit reduction plan aimed at discretionary operating budget expenditures to help reduce the forecasted deficit. This year along with the next couple of years will be difficult. Items such as a major industrial property non-payment of taxes and multi-million dollar payments of retroactive WSIB legislated changes for Police and Fire Services exert pressure on City resources and operating levy. Contingency reserves continue to decrease.

## STRATEGIC PLAN / POLICY IMPACT

This is not an activity directly related to the Strategic Plan.

**RECOMMENDATION**
It is therefore recommended that Council take the following action:

That the report of the Manager of Audits and Capital Planning dated August 22, 2016, concerning Six Month Financial Report to June 30, 2016 be received as information.

Respectfully submitted,

Jacob Bruzas
Manager of Audits and Capital Planning
705.759.5356
j.bruzas@cityssm.on.ca

JB/kl

# CIT OF SAULT STE MARIE OPERATING FUND

2016 - SECOND UARTER ENDED
JUNE 30, 2016

| | YTD Actual | | | | 2015 Actual | 2015 Actual |
|---|---|---|---|---|---|---|
| ***FISCAL YEAR REMAINING% :*** | | | | 50.0% | ***YTD TO: June*** | ***Year*** |
| Taxation | ($104,439,420.20) | (107,001,876.00) | (2,562,455.80) | 2.39% | ***(102,940,933.01)*** | ***(104,989,219.88)*** |
| Payment in Lieu of taxes | (2,294,828.78) | ($4,445,020.00) | ($2,150,191.22) | 48.37% | ***($2,575,394.58)*** | ***($4,363,763.72)*** |
| Fees and user charges | (19,941,000.13) | ($39,148,855.43) | ($19,207,855.30) | 49.06% | ***($18,185,462.15)*** | ***($46,195,305.96)*** |
| Government grants | (9,125,690.15) | ($19,399,650.00) | ($10,273,959.85) | 52.96% | ***($9,282,852.99)*** | ***($20,739,755.24)*** |
| Interest and Investment income | (2,412,690.39) | ($4,305,000.00) | ($1,892,309.61) | 43.96% | ***($2,076,684.31)*** | ***($5,398,177.27)*** |
| Contribution from own funds | 68,077.54 | ($2,337,840.00) | ($2,405,917.54) | 102.91% | ***($61,544.40)*** | ***($1,599,218.86)*** |
| Other income | (837,989.36) | ($1,514,090.00) | ($676,100.64) | 44.65% | ***($835,550.85)*** | ***($2,241,679.71)*** |
| Prior year surplus | | ($550,000.00) | ($550,000.00) | 100.00% | ***$0.00*** | ***($3,516,847.00)*** |
| | (138,983,541.47) | ($178,702,331.43) | ($39,718,789.96) | 22.23% | ***($135,958,422.29)*** | ***($189,043,967.64)*** |
| Salaries | 33,727,650.27 | $69,913,978.48 | $36,186,328.21 | 51.76% | ***$32,914,925.51*** | ***$71,541,323.43*** |
| Benefits | 10,174,646.65 | $18,475,036.58 | $8,300,389.93 | 44.93% | ***$8,983,284.14*** | ***$18,167,244.58*** |
| | | | | | ***$41,898,209.65*** | ***$89,708,568.01*** |
| Travel and training | 270,978.72 | $870,600.00 | $599,621.28 | 68.87% | ***$304,754.79*** | ***$562,262.75*** |
| Election | 808.82 | $2,500.00 | $1,691.18 | 67.65% | ***$0.00*** | ***$0.00*** |
| Vehicle allowance, maintenance and repairs | 2,154,038.35 | $3,785,734.40 | $1,631,696.05 | 43.10% | ***$2,278,831.00*** | ***$4,480,867.71*** |
| Utilities and Fuel | 4,580,398.82 | $10,793,370.00 | $6,212,971.18 | 57.56% | ***$4,443,598.49*** | ***$10,468,828.14*** |
| Materials and supplies | 3,209,480.50 | $6,796,682.00 | $3,587,201.50 | 52.78% | ***$2,613,869.63*** | ***$6,319,670.05*** |
| Maintenance and repairs | 1,250,906.36 | $2,475,770.00 | $1,224,863.64 | 49.47% | ***$1,303,235.84*** | ***$2,489,759.19*** |
| Program expenses | 39,408.87 | $121,200.00 | $81,791.13 | 67.48% | ***$45,098.91*** | ***$148,929.21*** |
| Goods for resale | 238,264.75 | $628,525.00 | $390,260.25 | 62.09% | ***$267,854.77*** | ***$551,387.70*** |
| Rents and leases | 222,004.33 | $337,225.00 | $115,220.67 | 34.17% | ***$231,555.29*** | ***$501,601.66*** |
| Taxes and licenses | 1,986,987.94 | $2,184,510.00 | $197,522.06 | 9.04% | ***$1,824,956.17*** | ***$2,298,988.99*** |
| Financial expenses | 1,587,615.92 | $2,443,440.00 | $855,824.08 | 35.03% | ***$1,225,030.99*** | ***$7,436,708.37*** |
| Purchased and contracted services | 4,004,504.07 | $9,305,965.00 | $5,301,460.93 | 56.97% | ***$3,492,982.17*** | ***$9,184,806.44*** |
| Grants to others | 19,281,922.04 | $26,562,439.00 | $7,280,516.96 | 27.41% | ***$12,947,418.12*** | ***$25,612,696.85*** |
| Long term debt | 1,107,295.26 | $1,980,330.00 | $873,034.74 | 44.09% | ***$1,115,917.22*** | ***$2,230,334.48*** |
| Transfer to own funds | 1,210,828.33 | $21,179,664.00 | $19,968,835.67 | 94.28% | ***$702,624.92*** | ***$25,976,947.14*** |
| Capital expense | 641,097.13 | $1,065,492.00 | $424,394.87 | 39.83% | ***$384,030.01*** | ***$974,926.00*** |
| Depreciation | | $0.00 | $0.00 | | ***$0.00*** | ***$16,075,981.91*** |
| Gain/Loss on Disposal of Capital Assets | | $0.00 | $0.00 | | ***$0.00*** | ***($69,229.40)*** |
| Clearing accounts | | $0.00 | $0.00 | | ***$15.18*** | ***$0.00*** |
| Less: recoverable costs | (154,730.97) | ($220,130.00) | ($65,399.03) | 29.71% | ***($193,231.78)*** | ***($467,182.65)*** |
| | | | | | ***$32,988,541.72*** | ***$114,778,284.54*** |
| | 85,534,106.16 | $178,702,331.46 | $93,168,225.30 | 52.14% | ***$74,886,751.37*** | ***$204,486,852.55*** |
| | | | | | ***($61,071,670.92)*** | ***$15,442,884.91*** |

| | | | |
|---|---|---|---|
| Mayor and Council | $281,716.49 | $722,520.00 | $440,803.51 |
| Chief Administrative Officer | $205,351.70 | $388,285.00 | $182,933.30 |
| Human Resources | $826,078.60 | $1,607,830.00 | $781,751.40 |
| Clerks | $531,297.50 | $1,134,710.00 | $603,412.50 |
| Finance | $3,650,739.06 | $6,892,555.00 | $3,241,815.94 |
| Legal | $933,731.70 | $1,465,670.00 | $531,938.30 |
| Fire Services | $7,290,256.69 | $12,993,728.00 | $5,703,471.31 |
| Police Services | $11,020,474.58 | $23,852,153.00 | $12,831,678.42 |
| Engineering and Planning | $5,839,660.60 | $14,681,258.57 | $8,841,597.97 |
| Public Works and Transportation | $15,324,051.24 | $32,810,867.46 | $17,486,816.22 |
| Community Services Department | $1,776,467.67 | $5,395,376.00 | $3,618,908.33 |
| Social Services | $114,148.42 | $260,360.00 | $146,211.58 |
| Levy Board | $14,873,314.18 | $19,604,808.00 | $4,731,493.82 |
| Outside Agencies | $2,608,245.04 | $3,609,510.00 | $1,001,264.96 |
| Outside Agencies - Other | $1,395,863.86 | $1,926,711.00 | $530,847.14 |
| Economic Diversification | $93,658.50 | $500,000.00 | $406,341.50 |
| Corporate | ($121,134,899.92) | ($135,719,251.00) | ($14,584,351.08) |
| Capital and Debt | $920,408.78 | $7,872,909.00 | $6,952,500.22 |
| | ($53,449,435.31) | $0.03 | $53,449,435.34 |

MA OR & COUNCIL

2016 - SECOND UARTER ENDED
JUNE 30, 2016

| | YTD Actual | | | | 2015 Actual | 2015 Actual |
|---|---|---|---|---|---|---|
| ***FISCAL YEAR REMAINING% :*** | | | | 50.0% | ***YTD TO: June*** | ***Year*** |
| Government grants | | $0.00 | $0.00 | | ***($10,000.00)*** | ***($10,000.00)*** |
| Contribution from own funds | | $0.00 | $0.00 | | ***$0.00*** | ***($10,000.00)*** |
| | | $0.00 | $0.00 | | ***($10,000.00)*** | ***($20,000.00)*** |
| Salaries | 227,774.53 | $488,815.00 | $261,040.47 | 53.40% | ***$217,137.85*** | ***$453,850.69*** |
| Benefits | 24,716.40 | $65,190.00 | $40,473.60 | 62.09% | ***$21,521.88*** | ***$46,993.14*** |
| | | | | | ***$238,659.73*** | ***$500,843.83*** |
| Travel and training | 7,264.23 | $53,500.00 | $46,235.77 | 86.42% | ***$8,821.96*** | ***$18,652.71*** |
| Vehicle allowance, maintenance and repairs | 15,184.05 | $36,030.00 | $20,845.95 | 57.86% | ***$15,442.26*** | ***$31,107.93*** |
| Materials and supplies | 31,264.61 | $50,385.00 | $19,120.39 | 37.95% | ***$34,401.51*** | ***$49,574.37*** |
| Purchased and contracted services | 512.67 | $3,600.00 | $3,087.33 | 85.76% | ***$1,992.67*** | ***$1,992.67*** |
| Grants to others | | $25,000.00 | $25,000.00 | 100.00% | ***$2,200.00*** | ***$32,926.51*** |
| Depreciation | | $0.00 | $0.00 | | ***$0.00*** | ***$2,910.58*** |
| | | | | | ***$62,858.40*** | ***$137,164.77*** |
| | 306,716.49 | $722,520.00 | 415,803.51 | | ***$301,518.13*** | ***$638,008.60*** |
| | | | | | ***$291,518.13*** | ***$618,008.60*** |

CAO S OFFICE

2016 - SECOND UARTER ENDED
JUNE 30, 2016

| | YTD Actual | | | | 2015 Actual | 2015 Actual |
|---|---|---|---|---|---|---|
| ***FISCAL YEAR REMAINING% :*** | | | | 50.0% | ***YTD TO: June*** | ***Year*** |
| Other income | $96.75 | $0.00 | ($96.75) | | ***$93.50*** | ***$725.11*** |
| | 96.75 | $0.00 | ($96.75) | | ***$93.50*** | ***$725.11*** |
| Salaries | 162,520.18 | $295,775.00 | $133,254.82 | 45.05% | ***$184,553.64*** | ***$314,227.05*** |
| Benefits | 37,089.37 | $68,000.00 | $30,910.63 | 45.46% | ***$19,528.93*** | ***$44,688.41*** |
| | | | | | ***$204,082.57*** | ***$358,915.46*** |
| Travel and training | 819.93 | $9,215.00 | $8,395.07 | 91.10% | ***$0.00*** | ***$7,788.05*** |
| Vehicle allowance, maintenance and repairs | 1,992.06 | $4,480.00 | $2,487.94 | 55.53% | ***$2,744.04*** | ***$5,142.27*** |
| Materials and supplies | 2,833.41 | $10,315.00 | $7,481.59 | 72.53% | ***$3,629.96*** | ***$8,100.51*** |
| Maintenance and repairs | | $150.00 | $150.00 | 100.00% | ***$0.00*** | ***$0.00*** |
| Purchased and contracted services | | $150.00 | $150.00 | 100.00% | ***$0.00*** | ***$172.99*** |
| Capital expense | | $200.00 | $200.00 | 100.00% | ***$0.00*** | ***$0.00*** |
| Depreciation | | $0.00 | $0.00 | | ***$0.00*** | ***$1,816.15*** |
| | | | | | ***$6,374.00*** | ***$23,019.97*** |
| | 205,254.95 | $388,285.00 | $183,030.05 | 47.14% | ***$210,456.57*** | ***$381,935.43*** |
| | | | | | ***$210,550.07*** | ***$382,660.54*** |

# HUMAN RESOURCES

2016 - SECOND UARTER ENDED
JUNE 30, 2016

| | YTD Actual | | | | 2015 Actual | 2015 Actual |
|---|---|---|---|---|---|---|
| ***FISCAL YEAR REMAINING% :*** | | | | 50.0% | ***YTD TO: June*** | ***Year*** |
| Government grants | | $0.00 | $0.00 | | ***$0.00*** | ***($1,540.00)*** |
| | | $0.00 | $0.00 | | ***$0.00*** | ***($1,540.00)*** |
| Salaries | 299,446.34 | $704,555.00 | $405,108.66 | 57.50% | ***$290,221.18*** | ***$663,293.47*** |
| Benefits | 282,208.40 | $493,815.00 | $211,606.60 | 42.85% | ***$247,112.03*** | ***$626,489.17*** |
| | | | | | ***$537,333.21*** | ***$1,289,782.64*** |
| Travel and training | 18,394.38 | $55,800.00 | $37,405.62 | 67.04% | ***$28,862.88*** | ***$43,085.41*** |
| Materials and supplies | 18,957.59 | $52,185.00 | $33,227.41 | 63.67% | ***$16,657.15*** | ***$30,531.06*** |
| Maintenance and repairs | 804.59 | $3,300.00 | $2,495.41 | 75.62% | ***$2,101.98*** | ***$4,177.74*** |
| Purchased and contracted services | 201,587.06 | $285,390.00 | $83,802.94 | 29.36% | ***$141,449.68*** | ***$264,080.51*** |
| Transfer to own funds | | $0.00 | $0.00 | | ***$0.00*** | ***$45,886.80*** |
| Capital expense | 4,680.24 | $12,785.00 | $8,104.76 | 63.39% | ***$5,848.52*** | ***$9,018.72*** |
| Depreciation | | $0.00 | $0.00 | | ***$0.00*** | ***$2,467.35*** |
| | | | | | ***$194,920.21*** | ***$399,247.59*** |
| | 826,078.60 | $1,607,830.00 | $781,751.40 | 48.62% | ***$732,253.42*** | ***$1,689,030.23*** |
| | | | | | ***$732,253.42*** | ***$1,687,490.23*** |

# CLERK S DEPARTMENT

2016 - SECOND UARTER ENDED
JUNE 30, 2016

| | YTD Actual | | | | 2015 Actual | 2015 Actual |
|---|---|---|---|---|---|---|
| ***FISCAL YEAR REMAINING% :*** | | | | 50.0% | ***YTD TO: June*** | ***Year*** |
| Fees and user charges | ($22,125.00) | ($50,000.00) | ($27,875.00) | 55.75% | ***($20,625.00)*** | ***($44,625.00)*** |
| Other income | (1,314.36) | ($1,800.00) | ($485.64) | 26.98% | ***($16,048.52)*** | ***($16,898.52)*** |
| | (23,439.36) | ($51,800.00) | ($28,360.64) | 54.75% | ***($36,673.52)*** | ***($61,523.52)*** |
| Salaries | 342,323.35 | $685,435.00 | $343,111.65 | 50.06% | ***$293,728.64*** | ***$638,167.78*** |
| Benefits | 80,353.28 | $166,955.00 | $86,601.72 | 51.87% | ***$75,723.89*** | ***$154,245.35*** |
| | | | | | ***$369,452.53*** | ***$792,413.13*** |
| Travel and training | 865.74 | $6,595.00 | $5,729.26 | 86.87% | ***$2,464.49*** | ***$6,101.32*** |
| Election | 808.82 | $2,500.00 | $1,691.18 | 67.65% | ***$0.00*** | ***$0.00*** |
| Vehicle allowance, maintenance and repairs | 154.34 | $550.00 | $395.66 | 71.94% | ***$167.85*** | ***$405.34*** |
| Materials and supplies | 36,681.51 | $114,230.00 | $77,548.49 | 67.89% | ***$78,013.37*** | ***$119,565.72*** |
| Maintenance and repairs | 1,012.51 | $3,550.00 | $2,537.49 | 71.48% | ***$1,357.52*** | ***$1,538.72*** |
| Goods for resale | 9,600.00 | $19,200.00 | $9,600.00 | 50.00% | ***$9,600.00*** | ***$9,600.00*** |
| Rents and leases | 490.44 | $7,625.00 | $7,134.56 | 93.57% | ***$769.27*** | ***$7,706.91*** |
| Financial expenses | 208.34 | $0.00 | ($208.34) | | ***$210.18*** | ***$420.57*** |
| Purchased and contracted services | 81,243.93 | $112,870.00 | $31,626.07 | 28.02% | ***$46,138.27*** | ***$92,649.36*** |
| Grants to others | 994.60 | $2,000.00 | $1,005.40 | 50.27% | ***$1,764.56*** | ***$139.56*** |
| Transfer to own funds | | $60,000.00 | $60,000.00 | 100.00% | ***$0.00*** | ***$66,205.09*** |
| Capital expense | | $5,000.00 | $5,000.00 | 100.00% | ***$0.00*** | ***$175.60*** |
| Depreciation | | $0.00 | $0.00 | | ***$0.00*** | ***$2,928.46*** |
| | | | | | ***$140,485.51*** | ***$307,436.65*** |
| | 554,736.86 | $1,186,510.00 | $631,773.14 | 53.25% | ***$509,938.04*** | ***$1,099,849.78*** |
| | | | | | ***$473,264.52*** | ***$1,038,326.26*** |

# FINANCE DEPARTMENT

2016 - SECOND UARTER ENDED JUNE

| | YTD Actual | | | | 2015 Actual | 2015 Actual |
|---|---|---|---|---|---|---|
| ***FISCAL YEAR REMAINING% :*** | | | | 50.0% | ***YTD TO: June*** | ***Year*** |
| Fees and user charges | ($174,869.45) | ($271,625.00) | ($96,755.55) | 35.62% | ***($219,681.74)*** | ***($271,771.88)*** |
| Government grants | (22,440.00) | $0.00 | $22,440.00 | | ***$0.00*** | ***$0.00*** |
| Contribution from own funds | | $0.00 | $0.00 | | ***$0.00*** | ***($55,482.89)*** |
| Other income | (51,273.03) | ($100,870.00) | ($49,596.97) | 49.17% | ***($53,020.82)*** | ***($110,658.03)*** |
| | (248,582.48) | ($372,495.00) | ($123,912.52) | 33.27% | ***($272,702.56)*** | ***($437,912.80)*** |
| Salaries | 1,292,381.69 | $2,912,485.00 | $1,620,103.31 | 55.63% | ***$1,290,809.34*** | ***$2,788,871.81*** |
| Benefits | 353,205.27 | $766,985.00 | $413,779.73 | 53.95% | ***$343,266.65*** | ***$686,942.83*** |
| | | | | | ***$1,634,075.99*** | ***$3,475,814.64*** |
| Travel and training | 1,475.54 | $13,800.00 | $12,324.46 | 89.31% | ***$5,020.80*** | ***$12,551.04*** |
| Vehicle allowance, maintenance and repairs | 141.97 | $1,200.00 | $1,058.03 | 88.17% | ***$251.88*** | ***$560.77*** |
| Materials and supplies | 80,517.88 | $24,455.00 | ($56,062.88) | (229.25%) | ***$116,051.43*** | ***($20,949.43)*** |
| Maintenance and repairs | 375,115.35 | $491,930.00 | $116,814.65 | 23.75% | ***$335,619.56*** | ***$469,170.96*** |
| Financial expenses | 1,542,666.40 | $2,394,500.00 | $851,833.60 | 35.57% | ***$1,187,093.53*** | ***$6,607,414.60*** |
| Purchased and contracted services | 200,262.18 | $531,000.00 | $330,737.82 | 62.29% | ***$205,419.31*** | ***$541,679.66*** |
| Capital expense | 53,555.26 | $128,695.00 | $75,139.74 | 58.39% | ***$51,682.18*** | ***$74,645.56*** |
| Depreciation | | $0.00 | $0.00 | | ***$0.00*** | ***$431,594.25*** |
| | | | | | ***$1,901,138.69*** | ***$8,116,667.41*** |
| | 3,899,321.54 | $7,265,050.00 | $3,365,728.46 | 46.33% | ***$3,535,214.68*** | ***$11,592,482.05*** |
| | | | | | ***$3,262,512.12*** | ***$11,154,569.25*** |

# LEGAL DEPARTMENT

2016 - SECOND UARTER ENDED JUNE

| | YTD Actual | | | | 2015 Actual | 2015 Actual |
|---|---|---|---|---|---|---|
| ***FISCAL YEAR REMAINING% :*** | | | | 50.0% | ***YTD TO: June*** | ***Year*** |
| Fees and user charges | ($1,397,618.21) | ($2,178,765.00) | ($781,146.79) | 35.85% | ***($1,437,221.44)*** | ***($2,218,858.53)*** |
| Interest and Investment income | (4,770.17) | $0.00 | $4,770.17 | | ***($5,952.39)*** | ***($11,161.09)*** |
| | (1,402,388.38) | ($2,178,765.00) | ($776,376.62) | 35.63% | ***($1,443,173.83)*** | ***($2,230,019.62)*** |
| Salaries | 411,832.63 | $998,480.00 | $586,647.37 | 58.75% | ***$423,131.71*** | ***$943,054.48*** |
| Benefits | 108,567.27 | $256,575.00 | $148,007.73 | 57.69% | ***$102,538.39*** | ***$205,539.79*** |
| | | | | | ***$525,670.10*** | ***$1,148,594.27*** |
| Travel and training | 6,031.37 | $18,735.00 | $12,703.63 | 67.81% | ***$9,186.01*** | ***$12,842.59*** |
| Vehicle allowance, maintenance and repairs | | $250.00 | $250.00 | 100.00% | ***$0.00*** | ***$0.00*** |
| Materials and supplies | 31,359.37 | $76,295.00 | $44,935.63 | 58.90% | ***$27,427.93*** | ***$68,680.72*** |
| Maintenance and repairs | | $4,000.00 | $4,000.00 | 100.00% | ***$0.00*** | ***$7,259.40*** |
| Rents and leases | 43,646.76 | $78,075.00 | $34,428.24 | 44.10% | ***$36,776.64*** | ***$75,506.27*** |
| Taxes and licenses | 1,619,555.60 | $1,791,000.00 | $171,444.40 | 9.57% | ***$1,463,695.91*** | ***$1,893,362.28*** |
| Purchased and contracted services | 113,162.71 | $305,000.00 | $191,837.29 | 62.90% | ***$94,409.78*** | ***$291,060.99*** |
| Transfer to own funds | | $107,025.00 | $107,025.00 | 100.00% | ***$0.00*** | ***$113,525.71*** |
| Capital expense | 1,964.37 | $9,000.00 | $7,035.63 | 78.17% | ***$519.62*** | ***$2,646.92*** |
| Depreciation | | $0.00 | $0.00 | | ***$0.00*** | ***$4,065.30*** |
| Gain/Loss on Disposal of Capital Assets | | $0.00 | $0.00 | | ***$0.00*** | ***$2,576.48*** |
| | | | | | ***$1,632,015.89*** | ***$2,471,526.66*** |
| | 2,336,120.08 | $3,644,435.00 | $1,308,314.92 | 35.90% | ***$2,157,685.99*** | ***$3,620,120.93*** |
| | | | | | ***$714,512.16*** | ***$1,390,101.31*** |

# FIRE SERVICES

2016 - SECOND UARTER ENDED JUNE

| | YTD Actual | | | | 2015 Actual | 2015 Actual |
|---|---|---|---|---|---|---|
| ***FISCAL YEAR REMAINING% :*** | | | | 50.0% | ***YTD TO: June*** | ***Year*** |
| Fees and user charges | ($3,173,109.17) | ($4,109,105.00) | ($935,995.83) | 22.78% | ***($2,318,219.06)*** | ***($4,970,483.26)*** |
| Government grants | | $0.00 | $0.00 | | ***$0.00*** | ***($1,540.00)*** |
| Other income | | $0.00 | $0.00 | | ***($656.27)*** | ***($1,117.83)*** |
| | (3,173,109.17) | ($4,109,105.00) | ($935,995.83) | 22.78% | ***($2,318,875.33)*** | ***($4,973,141.09)*** |
| Salaries | 7,054,670.29 | $12,397,940.00 | $5,343,269.71 | 43.10% | ***$6,076,748.10*** | ***$13,144,821.89*** |
| Benefits | 2,810,275.23 | $3,143,815.00 | $333,539.77 | 10.61% | ***$1,722,574.94*** | ***$3,269,408.77*** |
| | | | | | ***$7,799,323.04*** | ***$16,414,230.66*** |
| Travel and training | 27,765.94 | $103,205.00 | $75,439.06 | 73.10% | ***$34,176.54*** | ***$54,936.17*** |
| Vehicle allowance, maintenance and repairs | 83,438.90 | $148,751.00 | $65,312.10 | 43.91% | ***$88,201.54*** | ***$169,914.09*** |
| Utilities and Fuel | 147,779.78 | $287,575.00 | $139,795.22 | 48.61% | ***$144,766.89*** | ***$294,278.20*** |
| Materials and supplies | 156,322.33 | $329,887.00 | $173,564.67 | 52.61% | ***$114,457.27*** | ***$357,666.38*** |
| Maintenance and repairs | 104,515.89 | $208,035.00 | $103,519.11 | 49.76% | ***$109,658.82*** | ***$193,871.95*** |
| Rents and leases | 1,214.52 | $1,875.00 | $660.48 | 35.23% | ***$1,214.52*** | ***$2,429.04*** |
| Taxes and licenses | 49,676.00 | $46,650.00 | ($3,026.00) | (6.49%) | ***$51,025.00*** | ***$51,025.00*** |
| Financial expenses | 1,821.47 | $2,500.00 | $678.53 | 27.14% | ***$1,209.44*** | ***$2,331.29*** |
| Purchased and contracted services | 50,390.65 | $101,925.00 | $51,534.35 | 50.56% | ***$54,264.65*** | ***$133,370.56*** |
| Transfer to own funds | | $303,000.00 | $303,000.00 | 100.00% | ***$0.00*** | ***$374,954.37*** |
| Capital expense | 3,839.40 | $27,675.00 | $23,835.60 | 86.13% | ***$6,416.98*** | ***$17,059.58*** |
| Depreciation | | $0.00 | $0.00 | | ***$0.00*** | ***$392,218.52*** |
| Less: recoverable costs | (28,344.54) | $0.00 | $28,344.54 | | ***($24,880.02)*** | ***($47,987.57)*** |
| | | | | | ***$580,511.63*** | ***$1,996,067.58*** |
| | 10,463,365.86 | $17,102,833.00 | $6,639,467.14 | 38.82% | ***$8,379,834.67*** | ***$18,410,298.24*** |
| | | | | | ***$6,060,959.34*** | ***$13,437,157.15*** |

# POLICE SERVICES

2016 - SECOND UARTER ENDED JUNE

| | YTD Actual | | | | 2015 Actual | 2015 Actual |
|---|---|---|---|---|---|---|
| ***FISCAL YEAR REMAINING% :*** | | | | 50.0% | ***YTD TO: June*** | ***Year*** |
| Fees and user charges | ($214,257.19) | ($338,805.00) | ($124,547.81) | 36.76% | ***($180,182.14)*** | ***($418,560.45)*** |
| Government grants | (799,664.55) | ($1,575,165.00) | ($775,500.45) | 49.23% | ***($615,454.35)*** | ***($1,515,094.24)*** |
| Contribution from own funds | | $0.00 | $0.00 | | ***$0.00*** | ***($194,776.99)*** |
| Other income | (237,927.46) | $0.00 | $237,927.46 | | ***($253,047.78)*** | ***($351,673.74)*** |
| | (1,251,849.20) | ($1,913,970.00) | ($662,120.80) | 34.59% | ***($1,048,684.27)*** | ***($2,480,105.42)*** |
| Salaries | 8,129,078.57 | $17,410,011.00 | $9,280,932.43 | 53.31% | ***$8,180,815.13*** | ***$17,664,970.61*** |
| Benefits | 2,234,351.47 | $4,415,940.00 | $2,181,588.53 | 49.40% | ***$2,264,895.09*** | ***$4,278,044.78*** |
| | | | | | ***$10,445,710.22*** | ***$21,943,015.39*** |
| Travel and training | 129,297.15 | $393,270.00 | $263,972.85 | 67.12% | ***$141,127.12*** | ***$266,278.38*** |
| Vehicle allowance, maintenance and repairs | 214,760.18 | $539,665.00 | $324,904.82 | 60.20% | ***$219,119.23*** | ***$461,280.09*** |
| Utilities and Fuel | 197,129.46 | $380,800.00 | $183,670.54 | 48.23% | ***$178,461.43*** | ***$359,175.14*** |
| Materials and supplies | 358,212.81 | $782,340.00 | $424,127.19 | 54.21% | ***$286,226.42*** | ***$671,966.60*** |
| Maintenance and repairs | 167,236.35 | $270,765.00 | $103,528.65 | 38.24% | ***$164,293.63*** | ***$364,060.94*** |
| Rents and leases | 61,740.46 | $120,000.00 | $58,259.54 | 48.55% | ***$51,157.75*** | ***$96,324.39*** |
| Taxes and licenses | 80,486.69 | $89,825.00 | $9,338.31 | 10.40% | ***$72,413.75*** | ***$90,934.07*** |
| Financial expenses | 964.91 | $0.00 | ($964.91) | | ***$799.54*** | ***$1,658.03*** |
| Purchased and contracted services | 232,761.97 | $519,575.00 | $286,813.03 | 55.20% | ***$162,080.32*** | ***$395,466.77*** |
| Transfer to own funds | | $165,000.00 | $165,000.00 | 100.00% | ***$0.00*** | ***$165,000.00*** |
| Capital expense | 466,303.76 | $678,932.00 | $212,628.24 | 31.32% | ***$270,182.04*** | ***$673,394.81*** |
| Depreciation | | $0.00 | $0.00 | | ***$0.00*** | ***$615,970.66*** |
| | | | | | ***$1,545,861.23*** | ***$4,161,509.88*** |
| | 12,272,323.78 | $25,766,123.00 | $13,493,799.22 | 52.37% | ***$11,991,571.45*** | ***$26,104,525.27*** |
| | | | | | ***$10,942,887.18*** | ***$23,624,419.85*** |

## ENGINEERING AND PLANNING

2016 - SECOND UARTER ENDED

| | YTD Actual | | | | 2015 Actual | 2015 Actual |
|---|---|---|---|---|---|---|
| ***FISCAL YEAR REMAINING% :*** | | | | 50.0% | ***YTD TO: June*** | ***Year*** |
| Fees and user charges | ($470,238.51) | ($997,460.43) | ($527,221.92) | 52.86% | ***($445,198.21)*** | ***($984,470.86)*** |
| Government grants | 0.00 | ($35,000.00) | ($35,000.00) | 100.00% | ***($77,665.10)*** | ***($440,123.23)*** |
| Contribution from own funds | | ($268,340.00) | ($268,340.00) | 100.00% | ***$0.00*** | ***($272,879.56)*** |
| Other income | 5,367.86 | $0.00 | ($5,367.86) | | ***$0.00*** | ***($10,042.11)*** |
| | (464,870.65) | (1,300,800.43) | (835,929.78) | 64.26% | ***($522,863.31)*** | ***($1,707,515.76)*** |
| Salaries | 1,569,708.87 | $3,598,905.00 | $2,029,196.13 | 56.38% | ***$1,560,197.48*** | ***$3,403,488.88*** |
| Benefits | 389,789.33 | $890,170.00 | $500,380.67 | 56.21% | ***$383,783.32*** | ***$787,953.74*** |
| | | | | | ***$1,943,980.80*** | ***$4,191,442.62*** |
| Travel and training | 11,225.80 | $35,265.00 | $24,039.20 | 68.17% | ***$25,738.64*** | ***$35,757.99*** |
| Vehicle allowance, maintenance and repairs | 10,649.96 | $24,200.00 | $13,550.04 | 55.99% | ***$33,671.10*** | ***$44,954.93*** |
| Utilities and Fuel | 2,311,496.79 | $5,812,700.00 | $3,501,203.21 | 60.23% | ***$1,889,071.99*** | ***$5,468,162.03*** |
| Materials and supplies | 83,787.07 | $305,474.00 | $221,686.93 | 72.57% | ***$61,186.57*** | ***$465,126.84*** |
| Maintenance and repairs | 107,568.84 | $256,760.00 | $149,191.16 | 58.11% | ***$123,740.03*** | ***$226,428.19*** |
| Rents and leases | 85,000.00 | $85,000.00 | $0.00 | | ***$0.00*** | ***$100,000.00*** |
| Financial expenses | 179.34 | $500.00 | $320.66 | 64.13% | ***$261.74*** | ***$620.54*** |
| Purchased and contracted services | 1,516,400.12 | $3,554,945.00 | $2,038,544.88 | 57.34% | ***$1,271,356.94*** | ***$3,683,488.36*** |
| Grants to others | (413.83) | $0.00 | $413.83 | | ***$0.00*** | ***$130,045.17*** |
| Transfer to own funds | | $1,368,000.00 | $1,368,000.00 | 100.00% | ***$0.00*** | ***$1,384,504.37*** |
| Capital expense | 25,647.31 | $50,140.00 | $24,492.69 | 48.85% | ***$14,412.78*** | ***$30,400.97*** |
| Depreciation | | $0.00 | $0.00 | | ***$0.00*** | ***$10,433,682.59*** |
| Gain/Loss on Disposal of Capital Assets | | $0.00 | $0.00 | | ***$0.00*** | ***$151.69*** |
| | | | | | ***$3,419,439.79*** | ***$22,003,323.67*** |
| | 6,111,039.60 | $15,982,059.00 | $9,871,019.40 | 61.76% | ***$5,363,420.59*** | ***$26,194,766.29*** |
| | | | | | ***$4,840,557.28*** | ***$24,487,250.53*** |

# PUBLIC WORKS AND TRANSPORTATION

2016 - SECOND UARTER ENDED

| | YTD Actual | | | | 2015 Actual | 2015 Actual |
|---|---|---|---|---|---|---|
| ***FISCAL YEAR REMAINING% :*** | | | | 50.0% | ***YTD TO: June*** | ***Year*** |
| Fees and user charges | ($3,022,572.96) | ($6,613,625.00) | ($3,591,052.04) | 54.30% | ***($2,761,937.67)*** | ***($6,530,369.39)*** |
| Government grants | (484,290.21) | ($1,747,220.00) | ($1,262,929.79) | 72.28% | ***($303,496.96)*** | ***($1,861,541.02)*** |
| Contribution from own funds | | ($180,500.00) | ($180,500.00) | 100.00% | ***$0.00*** | ***($160,912.53)*** |
| Other income | (54,709.86) | ($19,500.00) | $35,209.86 | (180.56%) | ***($38,738.41)*** | ***($116,379.62)*** |
| | (3,561,573.03) | ($8,560,845.00) | ($4,999,271.97) | 58.40% | ***($3,104,173.04)*** | ***($8,669,202.56)*** |
| Salaries | 9,001,498.18 | $19,967,930.48 | $10,966,432.30 | 54.92% | ***$9,194,261.23*** | ***$19,936,546.54*** |
| Benefits | 2,589,704.83 | $5,864,192.58 | $3,274,487.75 | 55.84% | ***$2,599,558.92*** | ***$5,451,645.10*** |
| | | | | | ***$11,793,820.15*** | ***$25,388,191.64*** |
| Travel and training | 47,373.15 | $98,055.00 | $50,681.85 | 51.69% | ***$32,392.37*** | ***$55,094.34*** |
| Vehicle allowance, maintenance and repairs | 1,822,079.69 | $3,010,363.40 | $1,188,283.71 | 39.47% | ***$1,914,716.83*** | ***$3,753,830.30*** |
| Utilities and Fuel | 1,162,524.98 | $2,926,295.00 | $1,763,770.02 | 60.27% | ***$1,578,508.18*** | ***$2,852,069.59*** |
| Materials and supplies | 1,929,139.34 | $3,811,951.00 | $1,882,811.66 | 49.39% | ***$1,463,621.46*** | ***$3,605,611.03*** |
| Maintenance and repairs | 136,146.31 | $355,850.00 | $219,703.69 | 61.74% | ***$161,596.43*** | ***$309,700.22*** |
| Taxes and licenses | 236,934.96 | $255,675.00 | $18,740.04 | 7.33% | ***$237,383.51*** | ***$262,662.51*** |
| Financial expenses | 5,623.79 | $9,725.00 | $4,101.21 | 42.17% | ***$4,778.70*** | ***$10,372.59*** |
| Purchased and contracted services | 1,474,224.76 | $3,527,145.00 | $2,052,920.24 | 58.20% | ***$1,382,984.17*** | ***$3,447,253.83*** |
| Transfer to own funds | 600,748.33 | $1,751,640.00 | $1,150,891.67 | 65.70% | ***$702,124.92*** | ***$1,891,120.97*** |
| Capital expense | 6,012.38 | $13,020.00 | $7,007.62 | 53.82% | ***$3,894.96*** | ***$9,485.72*** |
| Less: recoverable costs | (126,386.43) | ($220,130.00) | ($93,743.57) | 42.59% | ***($168,351.76)*** | ***($419,195.08)*** |
| | | | | | ***$7,313,649.77*** | ***$15,778,006.02*** |
| | 18,885,624.27 | $41,371,712.46 | $22,486,088.19 | 54.35% | ***$19,107,469.92*** | ***$41,166,197.66*** |
| | | | | | ***$16,003,296.88*** | ***$32,496,995.10*** |

| Operations | | | | |
|---|---|---|---|---|
| Winter Control: Roadways and Sidewalks | 4,797,946.06 | 6,394,997.80 | 1,597,051.74 | 24.97% |
| Sanitary Sewers | 609,526.67 | 1,855,130.00 | 1,245,603.33 | 67.14% |
| Storm Sewers | 103,255.85 | 536,563.06 | 433,307.21 | 80.76% |
| Roadways and Sidewalks | 427,901.35 | 3,172,282.20 | 2,744,380.85 | 86.51% |
| Supervision and Overhead | 1,344,709.79 | 3,018,560.00 | 1,673,850.21 | 55.45% |
| Traffic & Communications | 856,518.15 | 1,739,820.00 | 883,301.85 | 50.77% |
| Carpentry | 313,245.36 | 689,910.00 | 376,664.64 | 54.60% |
| Administration | 775,432.09 | 1,706,340.00 | 930,907.91 | 54.56% |
| Buildings & Equipment | 628,981.31 | 1,982,858.40 | 1,353,877.09 | 68.28% |
| Waste Management | 1,091,554.80 | 2,369,951.00 | 1,278,396.20 | 53.94% |
| Parks | 1,246,479.95 | 3,019,440.00 | 1,772,960.05 | 58.72% |
| Cemetery | 179,462.33 | 0.00 | (179,462.33) | .00% |
| School Guards | 144,636.68 | 281,790.00 | 137,153.32 | 48.67% |
| Transit | 2,802,532.58 | 5,842,805.00 | 3,040,272.42 | 52.03% |
| Parking | 1,868.27 | 200,420.00 | 198,551.73 | 99.07% |
| | 15,324,051.24 | 32,810,867.46 | 17,486,816.22 | |

# COMMUNIT SERVICES DEPARTMENT

2016 - SECOND UARTER ENDED JUNE

| | YTD Actual | | | | 2015 Actual | 2015 Actual |
|---|---|---|---|---|---|---|
| ***FISCAL YEAR REMAINING% :*** | | | | 50.0% | ***YTD TO: June*** | ***Year*** |
| Fees and user charges | ($2,736,756.97) | ($4,812,100.00) | ($2,075,343.03) | 43.13% | ***($2,435,817.93)*** | ***($5,075,642.67)*** |
| Government grants | (58,216.12) | ($104,180.00) | ($45,963.88) | 44.12% | ***($47,544.94)*** | ***($147,446.16)*** |
| Contribution from own funds | | $0.00 | $0.00 | | ***$0.00*** | ***($1,334.44)*** |
| Other income | (89,873.23) | ($41,920.00) | $47,953.23 | (114.39%) | ***($17,695.49)*** | ***($39,909.46)*** |
| | (2,884,846.32) | ($4,958,200.00) | ($2,073,353.68) | 41.82% | ***($2,501,058.36)*** | ***($5,264,332.73)*** |
| Salaries | 2,499,275.33 | $5,520,777.00 | $3,021,501.67 | 54.73% | ***$2,457,295.17*** | ***$5,540,989.85*** |
| Benefits | 526,425.17 | $1,060,999.00 | $534,573.83 | 50.38% | ***$482,678.59*** | ***$1,022,908.96*** |
| | | | | | ***$2,939,973.76*** | ***$6,563,898.81*** |
| Travel and training | 7,565.57 | $14,935.00 | $7,369.43 | 49.34% | ***$3,549.68*** | ***$6,919.94*** |
| Vehicle allowance, maintenance and repairs | 2,189.29 | $7,335.00 | $5,145.71 | 70.15% | ***$1,540.61*** | ***$3,611.15*** |
| Utilities and Fuel | 748,077.13 | $1,380,400.00 | $632,322.87 | 45.81% | ***$637,753.49*** | ***$1,467,581.94*** |
| Materials and supplies | 103,538.06 | $377,720.00 | $274,181.94 | 72.59% | ***$95,720.89*** | ***$184,575.03*** |
| Maintenance and repairs | 358,049.81 | $867,480.00 | $509,430.19 | 58.73% | ***$404,197.74*** | ***$912,211.34*** |
| Program expenses | 39,408.87 | $121,200.00 | $81,791.13 | 67.48% | ***$45,098.91*** | ***$148,929.21*** |
| Goods for resale | 228,664.75 | $609,325.00 | $380,660.25 | 62.47% | ***$258,254.77*** | ***$541,787.70*** |
| Rents and leases | 1,841.64 | $10,250.00 | $8,408.36 | 82.03% | ***$1,841.64*** | ***$10,085.72*** |
| Taxes and licenses | 334.69 | $1,360.00 | $1,025.31 | 75.39% | ***$438.00*** | ***$1,005.13*** |
| Financial expenses | 36,151.67 | $36,215.00 | $63.33 | 0.17% | ***$30,677.86*** | ***$67,364.51*** |
| Purchased and contracted services | 58,002.77 | $207,675.00 | $149,672.23 | 72.07% | ***$78,341.01*** | ***$213,382.82*** |
| Grants to others | 20,870.43 | $14,000.00 | ($6,870.43) | (49.07%) | ***$340.65*** | ***$7,140.10*** |
| Transfer to own funds | | $81,735.00 | $81,735.00 | 100.00% | ***$500.00*** | ***$86,920.94*** |
| Capital expense | 30,918.81 | $42,170.00 | $11,251.19 | 26.68% | ***$11,130.89*** | ***$58,595.08*** |
| Depreciation | | $0.00 | $0.00 | | ***$0.00*** | ***$1,731,964.69*** |
| | | | | | ***$1,569,386.14*** | ***$5,442,075.30*** |
| | 4,661,313.99 | $10,353,576.00 | $5,692,262.01 | 54.98% | ***$4,509,359.90*** | ***$12,005,974.11*** |
| | | | | | ***$2,008,301.54*** | ***$6,741,641.38*** |

| | | | | |
|---|---|---|---|---|
| Recreation & Culture | 471,448.55 | 1,439,661.00 | 968,212.45 | 67.25% |
| Community Centres | | | | |
| John Rhodes Community Centre | 520,575.75 | 1,325,415.00 | 804,839.25 | 60.72% |
| McMeeken Centre | 51,643.73 | 140,065.00 | 88,421.27 | 63.13% |
| Essar Centre | 6,436.63 | 592,080.00 | 585,643.37 | 98.91% |
| Northern Community Centre | (62,775.69) | (70,940.00) | (8,164.31) | 11.51% |
| Outdoor Pools/Concessions/Locks | 5,418.80 | 143,300.00 | 137,881.20 | 96.22% |
| Administration | 445,841.29 | 1,027,640.00 | 581,798.71 | 56.62% |
| Daycare | 102,750.95 | 361,675.00 | 258,924.05 | 71.59% |
| Administration | 235,127.66 | 436,480.00 | 201,352.34 | 46.13% |
| | 1,776,467.67 | 5,395,376.00 | 3,618,908.33 | |

# SOCIAL SERVICES DEPARTMENT

2016 - SECOND UARTER ENDED JUNE

| | YTD Actual | | | | 2015 Actual | 2015 Actual |
|---|---|---|---|---|---|---|
| ***FISCAL YEAR REMAINING% :*** | | | | 50.0% | ***YTD TO: June*** | ***Year*** |
| Fees and user charges | ($3,510,494.40) | ($6,322,870.00) | ($2,812,375.60) | 44.48% | ***($3,644,793.65)*** | ***($7,944,571.48)*** |
| Government grants | (236,360.92) | ($603,085.00) | ($366,724.08) | 60.81% | ***($126,583.00)*** | ***($358,849.19)*** |
| Contribution from own funds | | $0.00 | $0.00 | | ***$0.00*** | ***($2,506.10)*** |
| Other income | | $0.00 | $0.00 | | ***$0.00*** | ***($1,000.00)*** |
| | (3,746,855.32) | ($6,925,955.00) | ($3,179,099.68) | 45.90% | ***($3,771,376.65)*** | ***($8,306,926.77)*** |
| Salaries | 2,737,065.31 | $4,932,870.00 | $2,195,804.69 | 44.51% | ***$2,746,026.04*** | ***$6,048,965.38*** |
| Benefits | 723,960.63 | $1,262,400.00 | $538,439.37 | 42.65% | ***$706,101.51*** | ***$1,566,384.54*** |
| | | | | | ***$3,452,127.55*** | ***$7,615,349.92*** |
| Travel and training | 12,899.92 | $68,225.00 | $55,325.08 | 81.09% | ***$13,414.30*** | ***$42,254.81*** |
| Vehicle allowance, maintenance and repairs | 3,447.91 | $12,910.00 | $9,462.09 | 73.29% | ***$2,975.66*** | ***$10,060.84*** |
| Utilities and Fuel | 13,390.68 | $5,600.00 | ($7,790.68) | (139.12%) | ***$15,036.51*** | ***$27,561.24*** |
| Materials and supplies | 136,410.31 | $278,395.00 | $141,984.69 | 51.00% | ***$132,116.56*** | ***$244,022.17*** |
| Maintenance and repairs | 456.71 | $13,950.00 | $13,493.29 | 96.73% | ***$670.13*** | ***$1,339.73*** |
| Rents and leases | 28,070.51 | $34,400.00 | $6,329.49 | 18.40% | ***$139,795.47*** | ***$209,549.33*** |
| Purchased and contracted services | 58,768.49 | $120,690.00 | $61,921.51 | 51.31% | ***$41,097.09*** | ***$86,686.88*** |
| Grants to others | 98,357.67 | $359,000.00 | $260,642.33 | 72.60% | ***$68,164.25*** | ***$139,290.88*** |
| Transfer to own funds | | $0.00 | $0.00 | | ***$0.00*** | ***$96,568.26*** |
| Capital expense | 48,175.60 | $97,875.00 | $49,699.40 | 50.78% | ***$19,942.04*** | ***$99,503.04*** |
| | | | | | ***$433,212.01*** | ***$956,837.18*** |
| | 3,861,003.74 | $7,186,315.00 | $3,325,311.26 | 46.27% | ***$3,885,339.56*** | ***$8,572,187.10*** |
| | | | | | ***$113,962.91*** | ***$265,260.33*** |

LEV BOARDS

2016 - SECOND UARTER

| | YTD Actual | | | | 2015 Actual | 2015 Actual |
|---|---|---|---|---|---|---|
| ***FISCAL YEAR REMAINING% :*** | | | | 50.0% | ***YTD TO: June*** | ***Year*** |
| Fees and user charges | | ($562,500.00) | ($562,500.00) | 100.00% | ***($721,348.00)*** | ***($721,348.00)*** |
| | | ($562,500.00) | ($562,500.00) | 100.00% | ***($721,348.00)*** | ***($721,348.00)*** |
| Grants to others | 14,873,314.18 | $20,167,308.00 | $5,293,993.82 | 26.25% | ***$9,621,399.00*** | ***$18,992,833.50*** |
| | | | | | ***$9,621,399.00*** | ***$18,992,833.50*** |
| | 14,873,314.18 | $20,167,308.00 | $5,293,993.82 | 26.25% | ***$9,621,399.00*** | ***$18,992,833.50*** |
| | | | | | ***$8,900,051.00*** | ***$18,271,485.50*** |

## OUTSIDE AGENCIES-OTHER

2016 - SECOND UARTER ENDED

| | YTD Actual | | | | 2015 Actual | 2015 Actual |
|---|---|---|---|---|---|---|
| ***FISCAL YEAR REMAINING% :*** | | | | 50.0% | ***YTD TO: June*** | ***Year*** |
| Fees and user charges | ($111,899.74) | ($200,000.00) | ($88,100.26) | 44.05% | ***($58,054.82)*** | ***($136,155.08)*** |
| Contribution from own funds | 68,077.54 | ($100,000.00) | ($168,077.54) | 168.08% | ***$0.00*** | ***($68,077.54)*** |
| | (43,822.20) | ($300,000.00) | ($256,177.80) | 85.39% | ***($58,054.82)*** | ***($204,232.62)*** |
| Materials and supplies | 101,538.07 | $300,000.00 | $198,461.93 | 66.15% | ***$87,917.26*** | ***$204,232.63*** |
| Grants to others | 1,338,147.99 | $1,926,711.00 | $588,563.01 | 30.55% | ***$1,194,747.86*** | ***$2,093,746.56*** |
| | | | | | ***$1,282,665.12*** | ***$2,297,979.19*** |
| | 1,439,686.06 | $2,226,711.00 | $787,024.94 | 35.34% | ***$1,282,665.12*** | ***$2,297,979.19*** |
| | | | | | ***$1,224,610.30*** | ***$2,093,746.57*** |

City of Sault Ste Marie
OS AGENCIES MAIN
For the Six Months Ending June 30, 2016

| | JUNE | YTD Actual | | | | 2015 Actual | 2015 Actual |
|---|---|---|---|---|---|---|---|
| **FISCAL YEAR REMAINING% :** | | | | | 50.0% | YTD TO: June | Year |
| Fees and user charges | | | $0.00 | $0.00 | | $0.00 | ($2,738.00) |
| Government grants | | (50,710.00) | $0.00 | $50,710.00 | | $20,191.36 | ($159,021.40) |
| | | (50,710.00) | $0.00 | $50,710.00 | | $20,191.36 | ($161,759.40) |
| Materials and supplies | | | $0.00 | $0.00 | | $9,626.77 | $11,292.42 |
| Purchased and contracted services | | | $0.00 | $0.00 | | $0.00 | $5.94 |
| Grants to others | 797,829.89 | 2,658,955.04 | $3,529,510.00 | $870,554.96 | 24.67% | $1,800,067.82 | $3,663,350.81 |
| Transfer to own funds | | | $80,000.00 | $80,000.00 | 100.00% | $0.00 | $80,000.00 |
| | | | | | | $1,809,694.59 | $3,754,649.17 |
| | 797,829.89 | 2,658,955.04 | $3,609,510.00 | $950,554.96 | 26.33% | $1,809,694.59 | $3,754,649.17 |
| | | | | | | $1,829,885.95 | $3,592,889.77 |

# ECONOMIC DIVERSIFICATION PROJECTS

2016 - SECOND UARTER ENDED JUNE

| | YTD Actual | | | | 2015 Actual | 2015 Actual |
|---|---|---|---|---|---|---|
| ***FISCAL YEAR REMAINING% :*** | | | | 50.0% | ***YTD TO: June*** | ***Year*** |
| Contribution from own funds | | $0.00 | $0.00 | | ***$44,040.34*** | ***($117,584.07)*** |
| Other income | | $0.00 | $0.00 | | ***$0.00*** | ***($6,134.17)*** |
| | | $0.00 | $0.00 | | ***$44,040.34*** | ***($123,718.24)*** |
| Materials and supplies | 93,658.50 | $0.00 | ($93,658.50) | | ***$63,725.44*** | ***$120,652.13*** |
| Transfer to own funds | | $500,000.00 | $500,000.00 | 100.00% | ***$0.00*** | ***$503,066.11*** |
| | | | | | ***$63,725.44*** | ***$623,718.24*** |
| | 93,658.50 | $500,000.00 | $406,341.50 | 81.27% | ***$63,725.44*** | ***$623,718.24*** |
| | | | | | ***$107,765.78*** | ***$500,000.00*** |

# CORPORATE FINANCIAL

2016 - SECOND UARTER ENDED JUNE

| | YTD Actual | | | | 2015 Actual | 2015 Actual |
|---|---|---|---|---|---|---|
| ***FISCAL YEAR REMAINING% :*** | | | | 50.0% | ***YTD TO: June*** | ***Year*** |
| Taxation | ($104,439,420.20) | (107,001,876.00) | (2,562,455.80) | 2.39% | ***(102,940,933.01)*** | ***(104,989,219.88)*** |
| Payment in Lieu of taxes | (2,294,828.78) | ($4,445,020.00) | ($2,150,191.22) | 48.37% | ***($2,575,394.58)*** | ***($4,363,763.72)*** |
| Fees and user charges | (4,920,172.05) | ($12,342,000.00) | ($7,421,827.95) | 60.13% | ***($3,759,574.93)*** | ***($16,500,083.74)*** |
| Government grants | (7,667,500.00) | ($15,335,000.00) | ($7,667,500.00) | 50.00% | ***($8,122,300.00)*** | ***($16,244,600.00)*** |
| Interest and Investment income | (2,407,920.22) | ($4,305,000.00) | ($1,897,079.78) | 44.07% | ***($2,070,731.92)*** | ***($5,387,016.18)*** |
| Contribution from own funds | | ($1,789,000.00) | ($1,789,000.00) | 100.00% | ***($105,584.74)*** | ***($715,664.74)*** |
| Other income | (408,356.03) | ($1,350,000.00) | ($941,643.97) | 69.75% | ***($456,437.06)*** | ***($1,588,591.34)*** |
| Prior year surplus | | ($550,000.00) | ($550,000.00) | 100.00% | ***$0.00*** | ***($3,516,847.00)*** |
| | (122,138,197.28) | ($147,117,896.00) | ($24,979,698.72) | 16.98% | ***($120,030,956.24)*** | ***($153,305,786.60)*** |
| Salaries | 75.00 | $0.00 | ($75.00) | | ***$0.00*** | ***$75.00*** |
| Benefits | 14,000.00 | $20,000.00 | $6,000.00 | 30.00% | ***$14,000.00*** | ***$26,000.00*** |
| | | | | | ***$14,000.00*** | ***$26,075.00*** |
| Materials and supplies | 45,259.64 | $283,050.00 | $237,790.36 | 84.01% | ***$23,089.64*** | ***$199,021.87*** |
| Financial expenses | | $0.00 | $0.00 | | ***$0.00*** | ***$746,526.24*** |
| Purchased and contracted services | 17,186.76 | $36,000.00 | $18,813.24 | 52.26% | ***$13,448.28*** | ***$33,515.10*** |
| Grants to others | 316,695.96 | $538,910.00 | $222,214.04 | 41.23% | ***$258,733.98*** | ***$553,223.76*** |
| Transfer to own funds | 610,080.00 | $10,520,685.00 | $9,910,605.00 | 94.20% | ***$0.00*** | ***$14,893,976.52*** |
| | | | | | ***$295,271.90*** | ***$16,426,263.49*** |
| | 1,003,297.36 | $11,398,645.00 | $10,395,347.64 | 91.20% | ***$309,271.90*** | ***$16,452,338.49*** |
| | | | | | ***($119,721,684.34)*** | ***($136,853,448.11)*** |

# CAPITAL LEV AND LONG TERM DEBT

2016 - SECOND UARTER ENDED JUNE

| | YTD Actual | | | | 2015 Actual | 2015 Actual |
|---|---|---|---|---|---|---|
| ***FISCAL YEAR REMAINING% :*** | | | | 50.0% | ***YTD TO: June*** | ***Year*** |
| Fees and user charges | ($186,886.48) | ($350,000.00) | ($163,113.52) | 46.60% | ***($182,807.56)*** | ***($375,627.62)*** |
| | (186,886.48) | ($350,000.00) | ($163,113.52) | 46.60% | ***($182,807.56)*** | ***($375,627.62)*** |
| Long term debt | 1,107,295.26 | $1,980,330.00 | $873,034.74 | 44.09% | ***$1,115,917.22*** | ***$2,230,334.48*** |
| Transfer to own funds | | $6,242,579.00 | $6,242,579.00 | 100.00% | ***$0.00*** | ***$6,275,218.00*** |
| | | | | | ***$1,115,917.22*** | ***$8,505,552.48*** |
| | 1,107,295.26 | $8,222,909.00 | $7,115,613.74 | 86.53% | ***$1,115,917.22*** | ***$8,505,552.48*** |
| | | | | | ***$933,109.66*** | ***$8,129,924.86*** |

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Malcolm White, Deputy CAO / City Clerk – Corporate Services**

**DEPARTMENT:** **City Clerk's Department**

**RE:** **Ombudsman Investigation – 2015 10 13 Closed Meeting**

---

## PURPOSE

This report provides information to Council concerning an investigation by the Ombudsman of Ontario in regard to a complaint concerning the 2015 10 13 closed meeting of Council.

## BACKGROUND

The Ombudsman of Ontario is the City's closed meeting investigator. The particulars of the investigation and findings are attached to this report.

## ANALYSIS

The investigation found that City Council did not contravene the *Municipal Act, 2001* when it went into closed session to discuss the Fire Services/EMS realignment on October 13, 2015. The report also notes that the City's procedure by-law should be updated to reflect recent amendments to the *Act*, which mandate that discussions relating to ongoing ombudsman investigations into closed meetings shall occur in closed session. This had been noted by staff previously and will be dealt with when the mid-term procedure by-law review is undertaken.

## FINANCIAL IMPLICATIONS

There is no financial impact associated with this report.

## STRATEGIC PLAN / POLICY IMPACT

This is an operational matter not articulated in the corporate Strategic Plan.

## RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO / City Clerk – Corporate Services dated 2016 08 22 concerning Ombudsman Investigation – 2015 10 13 Closed Meeting be received as information.

Respectfully submitted,

Malcolm White
Deputy CAO / City Clerk
Corporate Services
705.759-5391
m.white@cityssm.on.ca

## Rachel Tyczinski

**From:** Mayor Provenzano
**Sent:** Monday, July 04, 2016 3:32 PM
**To:** Lauren Chee-Hing
**Cc:** Al Horsman; Malcolm White; Rachel Tyczinski; Lisa Bell
**Subject:** RE: Notice of Investigation - Ontario Ombudsman

Ms. Chee - Hing:

I acknowledge receipt of Ms. Ray's letter dated June 14th, 2016, attached to your email copied below.

Of course, my office, the CAO's office and the Clerk's office will make ourselves available to you, your delegates and the OMLET as it investigates the complaint made with respect to our city council meeting of October 13th, 2015.

We are very sensitive to and mindful of Ontario's sunshine law and make every effort to ensure compliance with it. At the same time, we respect the Ombudsman's jurisdiction and appreciate both its authority and its role in ensuring that municipalities are conducting themselves in accord with the law. In that respect, I am confident that your investigation will determine that we conducted ourselves appropriately but in any event we will welcome any constructive comment or feedback that the Ombudsman sees fit to provide.

Please feel free to contact me directly at any time. I have copied my assistant Lisa in the event that you want to arrange a meeting or a telephone call.

Sincerely,
Christian

---

**From:** Lauren Chee-Hing [lchee-hing@ombudsman.on.ca]
**Sent:** Wednesday, June 15, 2016 9:40 AM
**To:** Mayor Provenzano
**Cc:** Malcolm White; Rachel Tyczinski
**Subject:** Notice of Invefstigation - Ontario Ombudsman

Dear Mayor Provenzano, Clerk White, and Deputy Clerk Tyczinski:

Please find attached an Investigation Notice regarding a complaint received by the Office of the Ontario Ombudsman. A copy of this letter has also been sent to you by mail.

Please do not hesitate to contact me if you have any questions or concerns about the attached.

Thank you,

Lauren Chee-Hing
Legal Counsel

Direct Line (416) 646-8008
Fax (416) 586-3485
Office of the Ombudsman of Ontario | Bureau de l'Ombudsman de l'Ontario
1-800-263-1830 - Complaints Line | Ligne des plaintes
1-866-411-4211 - TTY | ATS
www.ombudsman.on.ca | Facebook | Twitter
Subscribe to our e-newsletter | Abonnez-vous à notre e-bulletin

*This email is intended only for the named recipient(s) and may contain confidential information, protected under the . If you receive it by error, please notify the sender and delete this message without delay, and do not use, distribute, copy, or disclose its contents.*
*Ce courriel est uniquement adressé au(x) destinataire(s) nommé(s) et peut contenir de l'information confidentielle, protégée en vertu de la . Si vous le recevez par erreur, veuillez aviser l'expéditeur et supprimer ce message au plus vite, sans utiliser, distribuer, copier ou divulguer son contenu.*

August 2, 2016

*Via email*

**Mayor Christian Provenzano**
City of Sault Ste. Marie
City Hall
99 Foster Drive
Sault Ste. Marie ON P6A 5X6
mayor.provenzano@cityssm.on.ca

Dear Mayor Provenzano:

**Re: Report – Office of the Ontario Ombudsman**

I have completed my investigation into whether the City of Sault Ste. Marie held an improper closed meeting on October 13, 2015. Please find my final report enclosed.

In accordance with section 14.1 (8) of the *Ombudsman Act*, the municipality should make my report available to the public, and we ask that this be done no later than the next council meeting. Pursuant to section 14.1 (9) of the *Ombudsman Act*, I will also post a copy of the report on my website at www.ombudsman.on.ca.

Yours truly,

J. Paul Dubé
Ombudsman of Ontario

CC: Clerk, Malcolm White, m.white@cityssm.on.ca

# Investigation into a complaint about a meeting held by Council for the City of Sault Ste. Marie on October 13, 2015

**Paul Dubé**
**Ombudsman of Ontario**
**August 2016**

## Complaint

**1** In May 2016, my Office received a complaint alleging that council for the City of Ste. Sault Marie held a closed meeting on October 13, 2015 that did not comply with the open meeting rules.

**2** The complainant alleged that council met with the city's Fire Chief to discuss the potential realignment of the city's fire services and emergency medical services, contrary to the open meeting provisions of the *Municipal Act, 2001* (the Act).

## Ombudsman jurisdiction

**3** Under the Act, all meetings of council, local boards, and committees of council must be open to the public, unless they fall within prescribed exceptions.

**4** As of January 1, 2008, the Act gives citizens the right to request an investigation into whether a municipality has properly closed a meeting to the public. Municipalities may appoint their own investigator or use the services of the Ontario Ombudsman. The Act designates the Ombudsman as the default investigator for municipalities that have not appointed their own.

**5** The Ombudsman is the closed meeting investigator for the City of Sault Ste. Marie.

**6** When investigating closed meeting complaints, we consider whether the open meeting requirements of the Act and the municipality's procedure by-law have been observed.

## Investigative process

**7** On June 14, 2016, we advised council of our intent to investigate this complaint.

**8** Members of the Open Meeting Law Enforcement Team (OMLET) reviewed relevant portions of the city's procedure by-law and the Act, as well as the meeting agenda, minutes, and materials for the October 13, 2015 closed meeting of council. We also reviewed the city's audio-video recording of the meeting, which provided an accurate record of what transpired and greatly assisted us in completing our investigation.

**9** My Office received full co-operation in this matter.

## Background

**10** The City of Sault Ste. Marie provides fire services to its residents through its Fire Services Department. According to the city's website, the department is composed of five divisions including fire suppression, emergency medical services (EMS), and fire prevention.[1]

**11** The Fire Services Department is led by a Fire Chief who is appointed by council and is responsible to council for the delivery of fire protection services in the city.

**12** At the time of the meeting, the city also provided EMS through its Fire Services Department under contract to the District of Sault Ste. Marie Social Services Administration Board.

**13** On October 13, 2015, council met in closed session to discuss a proposed realignment plan with the Fire Chief. The plan would reduce firefighter staffing levels by attrition and increase EMS staffing levels to respond to what the Fire Chief indicated was an increasing need for emergency medical services in the city.

**14** At a council meeting on October 26, 2015, the Fire Chief presented the realignment plan to council in open session. At the same meeting, council approved the realignment plan.

[1] http://www.saultstemarie.ca/City-Hall/City-Departments/Fire-Services.aspx?ext=

## Township procedures and quorum emails

**15** Section 4.10 of the city's procedure by-law (By-law No. 2013-100) states that all meetings shall be open to the public subject to the listed exceptions in section 5.1. The by-law generally mirrors the closed meeting exceptions found in the Act. However, the by-law has not been updated to reflect recent amendments to the Act, which mandate that discussions related to ongoing ombudsman or closed meeting investigations shall occur in closed session.

**16** Section 5.3 of the by-law provides for digital audio-video recording of closed sessions of council. Under this provision, the clerk is responsible for the care and retention of the recordings.

## October 13, 2015 council meeting

**17** On October 13, 2015 at 4:30 p.m., council for Sault Ste. Marie met in council chambers for a regular meeting. Council resolved to proceed in camera with the Fire Chief to discuss human resources issues pursuant to the labour relations or employee negotiations exception (subsection 239(2)(d) of the Act). The city's Chief Administrative Officer (CAO), solicitor, and human resources manager were also present in the closed session.

**18** Once in camera, the Fire Chief gave a PowerPoint presentation to council. Our Office reviewed a copy of this presentation and the recording of the closed session.

**19** The Fire Chief's presentation, entitled "Fire Services Business Transformation", outlined a plan to realign the city's fire services and emergency medical service staffing levels. In addition to the mechanics of the proposed realignment, the presentation covered the realignment plan from a risk management perspective, the potential impact on fire service levels in the city, the prospective financial savings should the plan be implemented, and the fire chief's discussions with the Sault Ste. Marie Firefighters Association.

## Analysis

**20** Subsection 239(2)(d) of the Act provides that council may go into closed session if the subject matter being considered is "labour relations or employee negotiations".

**21** While there are no reported cases interpreting s. 239(2)(d) of the Act, the Ontario Court of Appeal has found that the ordinary meaning of the phrase "labour relations" in subsection 65(6) of the *Freedom of Information and Protection of Privacy Act* can extend to relations and conditions of work beyond those related to collective bargaining.[2]

**22** Generally, the labour relations exception does not apply to discussions relating to an organizational review or restructuring offered by the municipality. However, my Office has found that the exception may apply to a discussion relating to reorganization as it affects individuals and their roles.[3] The exception may also include discussions involving staff compensation or vacation; the hiring or firing of staff or disciplinary proceedings; grievances under a collective agreement; a voluntary exit program; or a review of staff workload and working relationships.[4]

**23** On October 13, 2015, Sault Ste. Marie's in camera discussions covered a number of topics related to the Fire Chief's realignment plan. The Fire Chief advised council about his discussions with the Fire Association. Council briefly discussed an upcoming arbitration award. These discussions fell within the labour relations exception.

**24** The other topics covered in the presentation and in council's discussions included risk management, impact on service levels, and potential financial

---

[2] *Ontario (MOHLTC) v. Ontario (IPC)*, [2003] O.J. No. 4123 (C.A.)
[3] Ontario Ombudsman, Letter to the Town of Amherstburg (December 9, 2013) online: < https://www.ombudsman.on.ca/Files/sitemedia/Images/Reports/Amherstburg-Closing-Letter-Dec-9.pdf>.
[4] Ontario Ombudsman, *Investigation into whether members of council for the Township of Leeds and the Thousand Islands held improper closed meetings* (November 2013), online: < https://www.ombudsman.on.ca/Files/sitemedia/Images/Reports/TLTI-Nov13-Final-EN_1.pdf>; Ontario Ombudsman, Letter to the City of St. Catherines (April 19, 2013) online: < https://www.ombudsman.on.ca/Files/sitemedia/Images/Reports/St--Catharines-Fire-Services---Dec-17-closed-meeting-asscbl.pdf>; Ontario Ombudsman, Letter to the Township of Bonfield (October 30, 2013), online: < https://www.ombudsman.on.ca/Files/sitemedia/Images/Reports/Bonfield-Closing-Letter-Personnel-Committee-final-1.pdf>.

savings. Had council's discussion been limited to these topics, it would not have been permitted within the exception for labour relations in the Act.

**25** In 2011, with respect to an appeal of a decision of the Information and Privacy Commission, Ontario's Divisional Court commented on the practicality of conducting a meeting where only parts of discussion are allowed in closed session. In *St. Catherines (City) v. IPCO*, Justice Lederer observed that:

> [I]t is not realistic to expect the members of a municipal council to parse their meetings…this way. At a minimum, it would detract from free, open and uninterrupted discussion. It could lead to meetings that dissolve into recurring, if not continuous, debate about when to close the meeting and when to invite the interested public to return.[5]

**26** Our review of the October 13 meeting indicates that the matters that did not fall within the exception were not discrete topics of discussion. Instead, these matters were discussed as part of council's broader discussion about labour relations. These matters were entwined with the matters that fit within the exception, such that separating them out would not have allowed for free, open and uninterrupted discussion. In these circumstances, it is not realistic to expect council to parse their discussions by extracting these topics for discussion in open session.

**27** The Fire Chief's realignment plan was presented to council in open session at the next council meeting on October 26, 2015 and was the subject of public debate at that time.

## Opinion

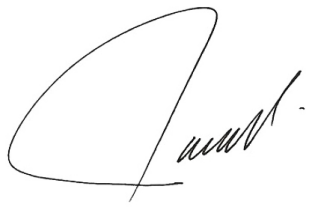
**28** Council for Sault Ste. Marie did not contravene the *Municipal Act, 2001* on October 13, 2015, when it went in camera to discuss the potential realignment of the city's fire services. The discussion fell within the closed meeting exception for labour relations or employee negotiations in s. 239(2)(d) of the Act.

[5] *St. Catherines (City) v. IPCO*, 2011 ONSC 2346 at para 42.

## Report

**29** The municipality was given the opportunity to review a preliminary version of this report and provide comments to our Office. No comments were received.

**30** My report should be shared with council and made available to the public as soon as possible, and no later than the next council meeting.



Paul Dubé
Ontario Ombudsman

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Rachel Tyczinski, Deputy City Clerk**

**DEPARTMENT:** **City Clerk's Department**

**RE:** **Code of Conduct Review Committee**

---

## PURPOSE
The purpose of this report is to appoint three members of Council to the Code of Conduct Review Committee.

## BACKGROUND
A Code of Conduct Review Committee was struck on January 20, 2014 consisting of: Mayor Debbie Amaroso, Councillor Frank Fata, Councillor Pat Mick, Councillor Susan Myers, City Solicitor Nuala Kenny, City Clerk Malcolm White (Chair) and Deputy City Clerk Rachel Tyczinski.

The mandate of the Committee is to make recommendations to Council regarding a Code of Conduct for Council and Committee members.

## ANALYSIS
Not applicable.

## FINANCIAL IMPLICATIONS
There is no financial impact.

## STRATEGIC PLAN / POLICY IMPACT
The values of accountability and transparency and of honesty and integrity as stated in the corporate Strategic Plan are inherent to a Council Code of Conduct.

## RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk dated 2016 08 22 concerning Code of Conduct Review Committee be received and that Mayor Christian Provenzano, three members of City Council (to be named), City Solicitor Nuala Kenny, Deputy CAO and City Clerk – Corporate Services Malcolm White and

Deputy City Clerk Rachel Tyczinski be appointed to the Code of Conduct Review Committee.

Respectfully submitted,

Rachel Tyczinski
Deputy City Clerk
705.759.5392
r.tyczinski@cityssm.on.ca

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Rachel Tyczinski, Deputy City Clerk**

**DEPARTMENT:** **City Clerk's Department**

**RE:** **Deputy CAO, Community Development and Enterprise Services**

---

## PURPOSE

The purpose of this report is to obtain Council approval to fill the position of Deputy CAO, Community Development and Enterprise Services and to appoint a member of Council to the selection committee.

## BACKGROUND

The City's Human Resources policy "*Guidelines for the Recruitment and Selection of Senior Staff*" provides that Council authorize the filling of a senior staff vacancy either by appointment or through a selection process. Where a selection process is undertaken the selection committee shall include a member of Council.

## ANALYSIS

Not applicable.

## FINANCIAL IMPLICATIONS

There is no financial impact to the appointment of a member of Council to the selection committee.

## STRATEGIC PLAN / POLICY IMPACT

This is an administrative matter not articulated in the corporate Strategic Plan.

## RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk dated 2016 08 22 regarding Deputy CAO, Community Development and Enterprise Services be received and that Council authorize the filling of his position through a selection process; further that Councillor R. Niro be appointed to the selection committee.

Respectfully submitted,

Rachel Tyczinski
Deputy City Clerk
705.759.5392
r.tyczinski@cityssm.on.ca

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Virginia McLeod, Manager of Recreation & Culture**

**DEPARTMENT:** **Community Services Department**

**RE:** **Ontario 150 Community Celebration Program-Funding Application**

---

## PURPOSE

The purpose of this report is to request approval to apply to the Province of Ontario – Ontario 150 Community Celebration Program for financial assistance for the City's Canada 150 Celebrations in 2017.

## BACKGROUND

The Mayor's Committee on Celebrate Canada 150 is planning a number of activities in 2017 to commemorate Canada's' 150th birthday. In July 2016 the Province of Ontario announced the Ontario 150 Community Celebration Funding Program. This program will help to support initiatives that celebrate and commemorate Canada and Ontario's 150th anniversary.

At the January 25, 2016 City Council meeting, Council approved the reallocation of funds to the Mayor's Committee on Celebrate Canada 150. A total of $30,000 was reallocated to the Mayor's Committee on Celebrate Canada 150 ($5,000 in 2016 and 2017 from the Community Development Fund and $20,000 from the Community Development Reserve Fund).

## ANALYSIS

The Ontario 150 Community Celebration Program provides funding for activities taking place between January 1, 2017 and December 31, 2017. The funding will be provided up to maximum of 75% of the initiative's total eligible cash and operating expenses.

The Mayor's Committee on Celebrate Canada 150 will be meeting to review and prepare an application to the Ontario 150 Community Celebration Program.

The application deadline for this program is September 2, 2016.

**FINANCIAL IMPLICATIONS**
The City of Sault Ste. Marie has allocated $30,000 in funding to celebrate Canada's 150th anniversary which will be used to support the grant application.

**STRATEGIC PLAN / POLICY IMPACT**
The Strategic Plan does not specifically address this matter.

**RECOMMENDATION**
It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture concerning Ontario 150 Community Celebration Program – Funding Application be received and the recommendation that staff be authorized to apply to The Province of Ontario – Ontario 150 Community Celebration Program for financial assistance for the City's Canada 150 Celebrations in 2017 be approved.

Respectfully submitted,

Virginia McLeod
Manager, Recreation & Culture
705.759.5311
v.mcleod@cityssm.on.ca

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

| | |
|---|---|
| **TO:** | **Mayor Christian Provenzano and Members of City Council** |
| **AUTHOR:** | **Virginia McLeod, Manager Recreation & Culture** |
| **DEPARTMENT:** | **Community Services Department** |
| **RE:** | **Ontario 150 Community Capital Program – Grant Application** |

---

## PURPOSE

The purpose of this report is to request Council's approval to apply for a grant through the Ontario 150 Community Capital Program for the Strathclair Sports Complex Lighting Project and Facility Updates.

## BACKGROUND

On July 19, 2016 the Community Services Department received correspondence regarding Ontario 150 Community Capital Program.

This Strathclair Sports Complex Lighting Project was initiated in 2009 in order to deal with two issues concerning slo-pitch. The first issue is the growing enrolment in adult slo-pitch. Over the past seven to ten years slo-pitch numbers have been increasing. There are not enough fields at the Strathclair complex to accommodate the program and therefore the league has been using other facilities for their games. It is very difficult to find volunteers and umpires to run the slo-pitch program at multiple facilities. Having a lighted field at the Strathclair complex would allow the league to accommodate all of the games at one complex without increasing the number of volunteers or umpires. As well, having at least one field that has lights increases the opportunities available to host major slo-pitch tournaments.

In April 2009, Council approved $90,000 for this project. The amount was based upon preliminary information.

In May 2009, a consulting engineer was engaged to review the project. As a result of their more detailed review the estimated cost for the project was revised to $250,000.

At the 2014 budget meeting, Council approved a further $100,000 towards this project.

A summary of funding for this project is as follows:

| | |
|---|---|
| 2009 allocation from 5% Subdivider Reserve Fund | $ 55,000 |
| 2009 capital from current allocation | $ 35,000 |
| Strathclair concession profits in reserve | $ 40,000 |
| Sault Ste. Marie Slo-pitch League contribution confirmed | $ 60,000 |
| Cash Donations | $ 13,361 |
| Additional allocation in 2014 from 5% Subdivider Reserve Fund | $100,000 |
| **Total allocated** | **$303,361** |

The grant application for Strathclair Sports Complex Lighting Project and Facility Updates would include;

- Lighting of the Slo-pitch field “A”
- LED Lighting in the main parking lot and the parking area by Soccer Field #1
- The addition of Shelters for shade on all 5 slo-pitch fields.
- Netting on slo-pitch field “A” and slo-pitch Field “B” to protect vehicles driving past or parked at the end of the fields.
- Repairs to parking lot and lining of parking spaces.
- The addition of an accessible washroom facility.

A facility diagram is attached for your reference.

**ANALYSIS**

The Ontario 150 Capital Grant Program helps municipalities improve existing infrastructure through repairs, renovations or retrofitting and has identified sport facilities as an eligible project. The Ontario 150 community Capital Program will contribute up to 50% of the project costs to a maximum $500,000.

The Lighting project which included the slo-pitch diamond and parking areas was tendered in conjunction with the consultant and the City Purchasing Division. Tenders closed on April 15, 2015, the low tender for the (field lighting and parking lot lighting) was $458,900.

Depending on the final quotations the scope of work may vary to ensure that the project does not exceed the amount that has been allocated to this project.

Staff is recommending that Council authorize staff to submit an application to the Ontario 150 Capital Grant Program for the Strathclair Sports complex Lighting and Facility Upgrades.

If successful in the grant application, the subsequent agreement and associated by-law will appear on a future Council Agenda.

**FINANCIAL IMPLICATIONS**
The Strathclair Sports Complex Lighting Project has $303,361 already allocated. The grant application would ensure that the City's contribution does not exceed the funds that have been allocated; therefore no additional municipal funding would be required.

The Public Works and Engineering Services Department would provide in kind service of approximately $26,000.

The ongoing maintenance costs will be minimal as maintenance is already performed at this location.

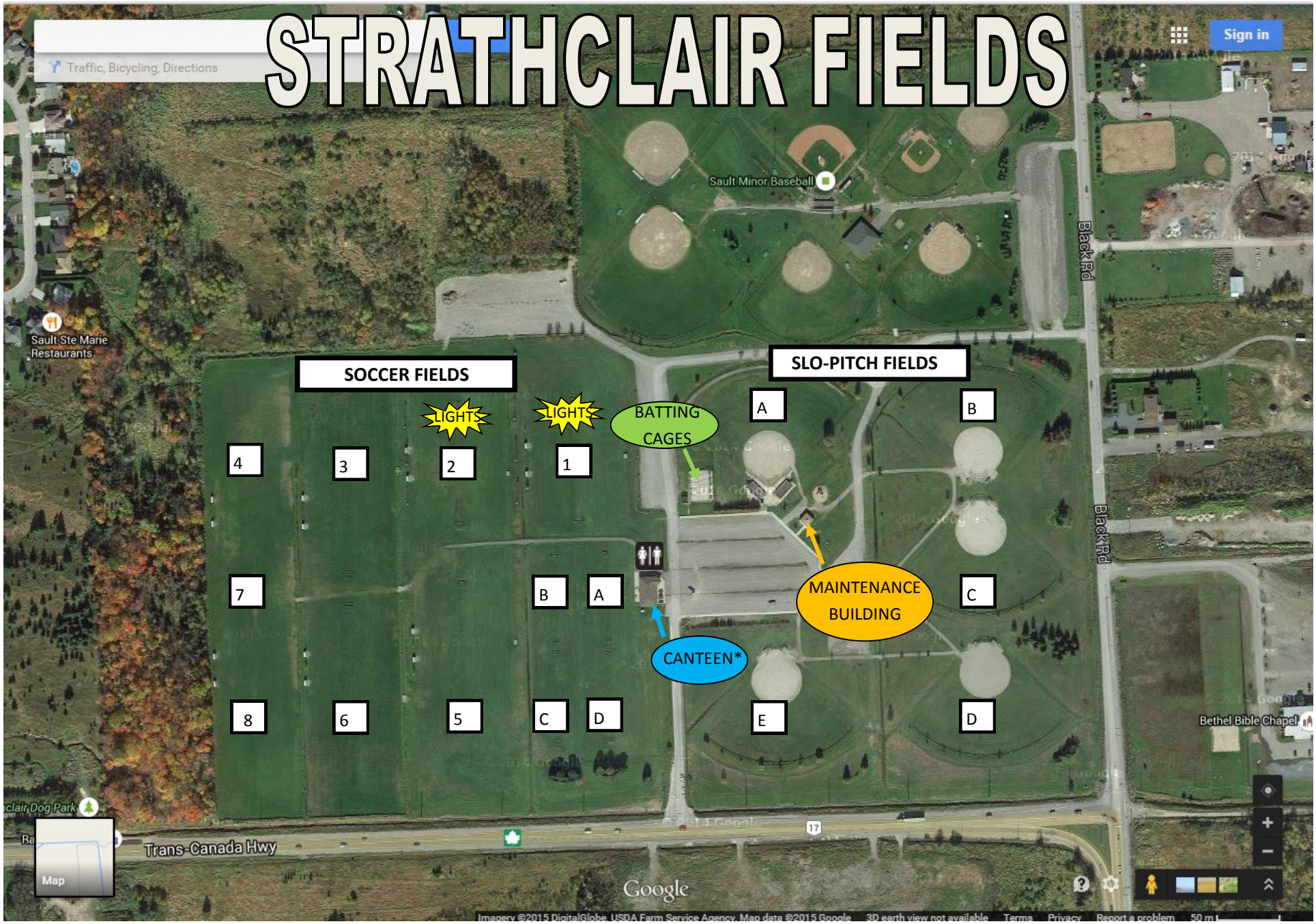
**STRATEGIC PLAN / POLICY IMPACT**
This project aligns with the Corporate Strategic Plans focus area: Infrastructure

**RECOMMENDATION**
It is therefore recommended that Council take the following action:

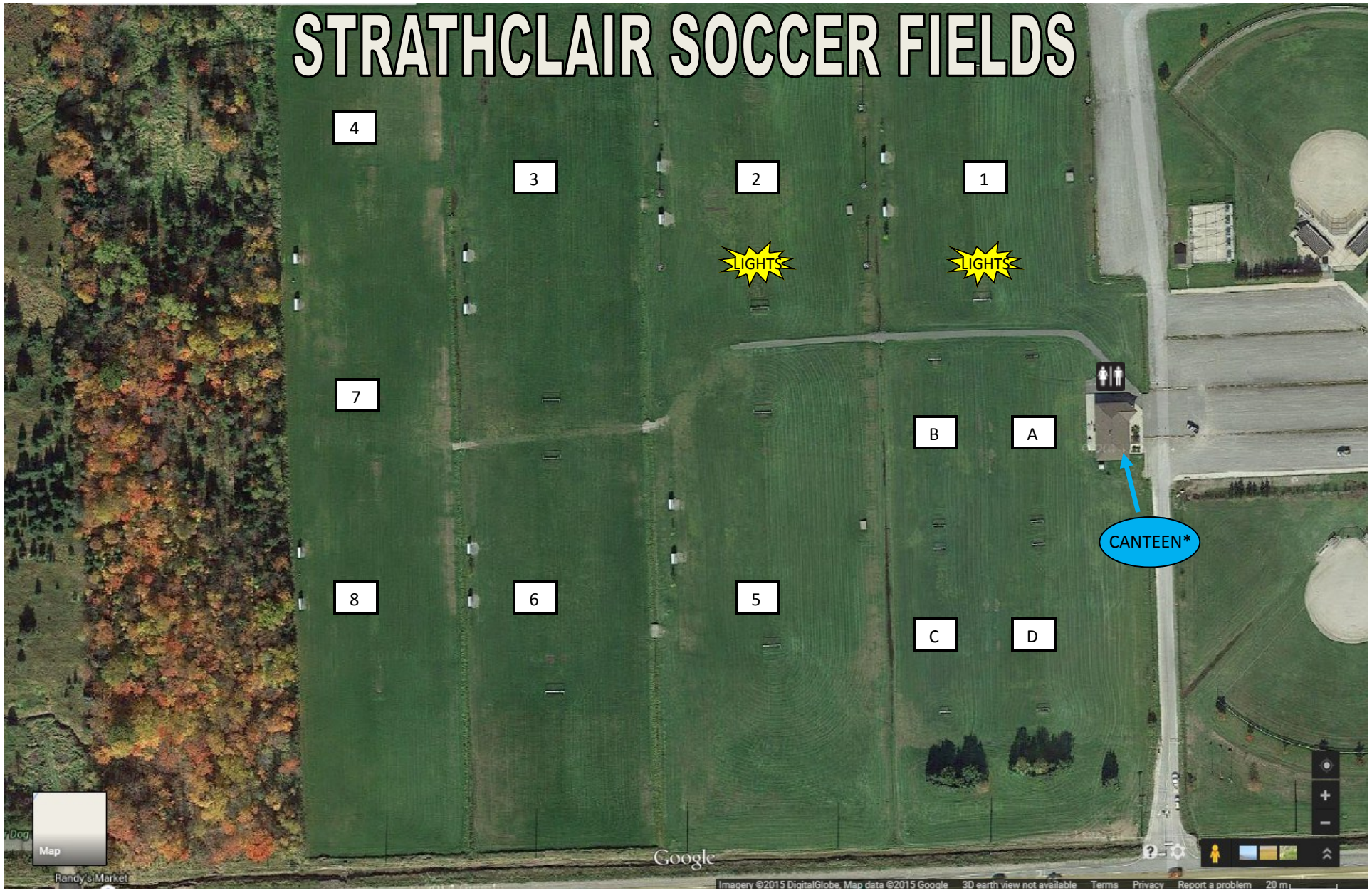
That the report of the Manager of Recreation and Culture concerning Ontario 150 Capital Grant Program be received and the recommendation that staff be authorized to submit an application for the Strathclair Sports Complex Lighting Project and Facility Updates be approved.

Respectfully submitted,

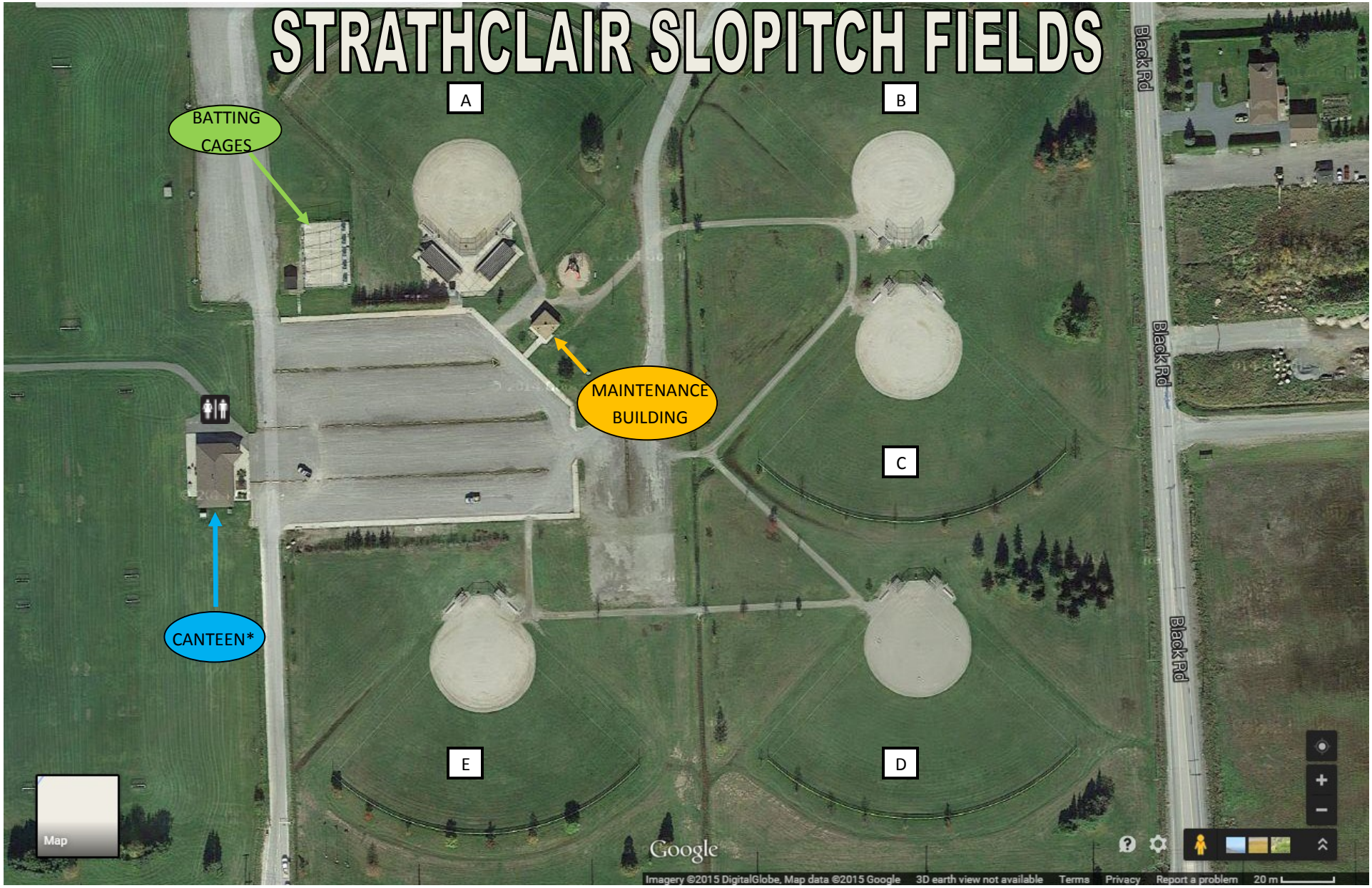
Virginia McLeod
Manager, Recreation & Culture
705.759.5311
v.mcleod@cityssm.on.ca




***Washrooms are located in the canteen building**

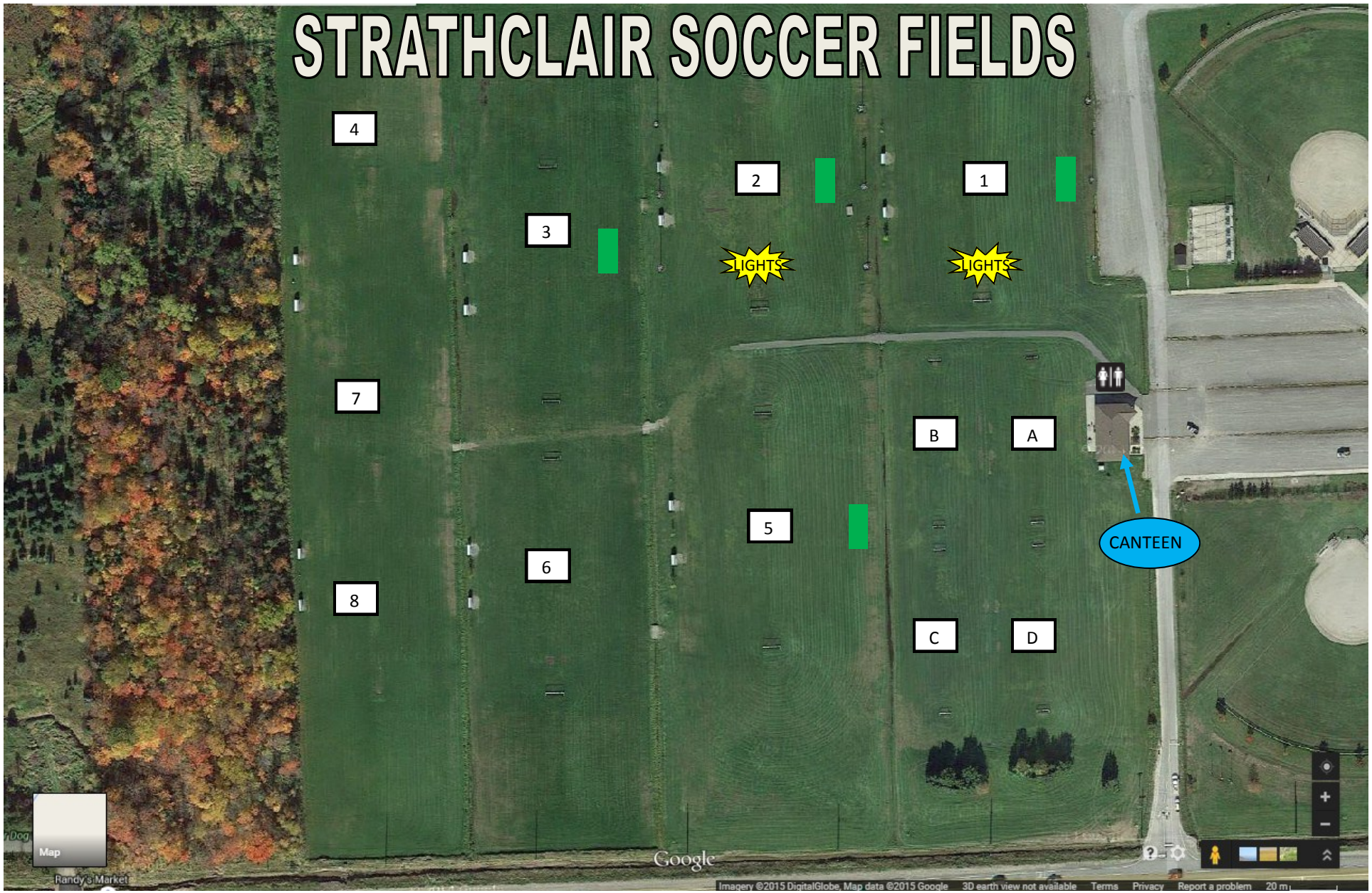



***Washrooms are located in the canteen building**



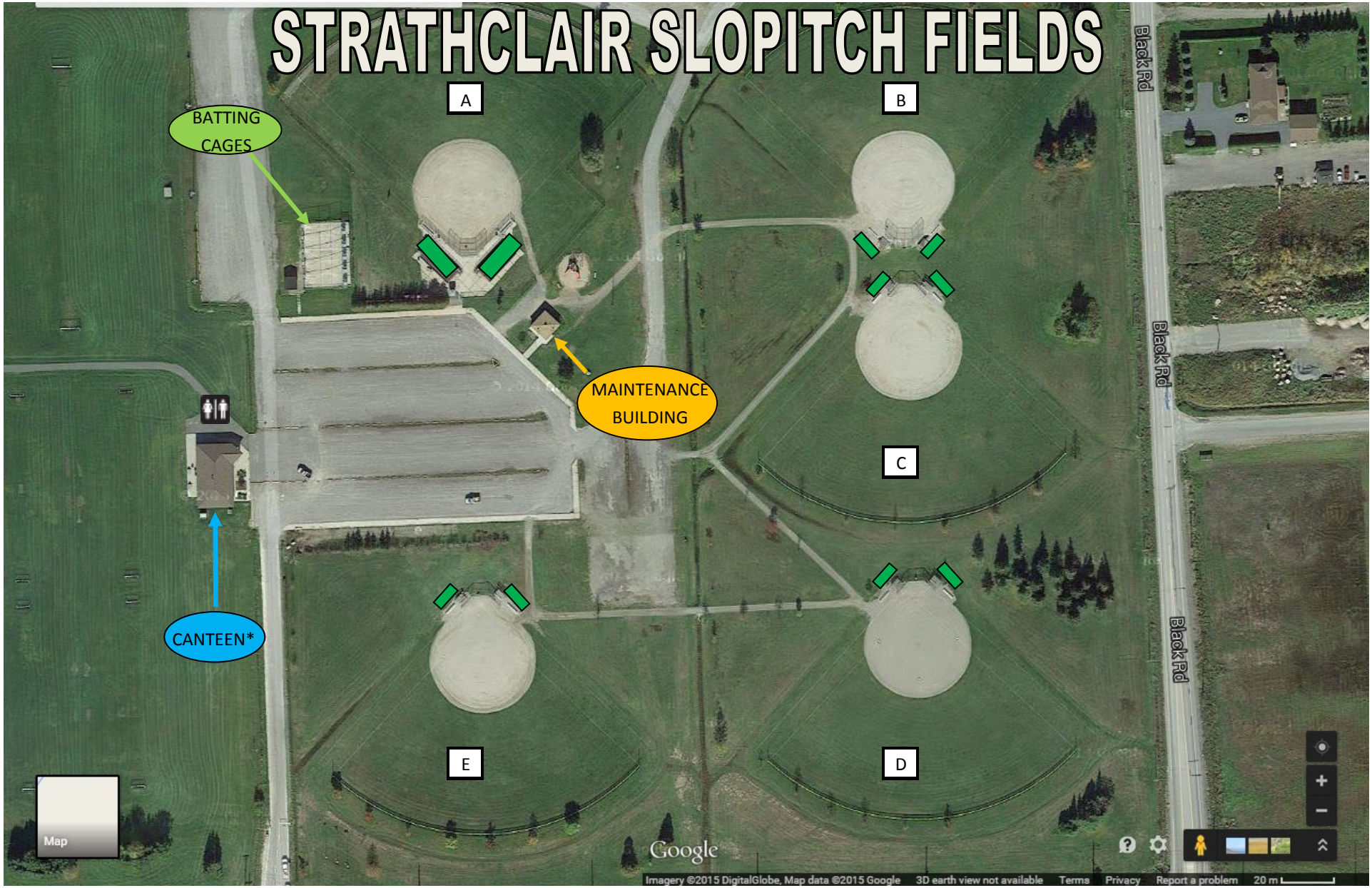

***Washrooms are located in the canteen building**

# BENCHES AND BLEACHERS




- 4 sets of bleachers (on fields 1, 2, 3 and 5 only)
- 2 players benches at each field (senior fields are sheltered, junior field benches are not)

# BENCHES AND BLEACHERS




- 2 bleachers at each slopitch diamond (field 'A' has large stands)
- 2 players benches at each slopitch diamond (field 'A' has fenced-in benches)

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Virginia McLeod, Manager Recreation & Culture**

**DEPARTMENT:** **Community Services Department**

**RE:** **Cultural Policy Revisions**

---

## PURPOSE

The Cultural Policy for the Corporation of the City of Sault Ste. Marie was last updated in February of 2013. In 2015, the Cultural Advisory Board held a community forum to review the policy and allow for public input. The revised version of the policy comes out of the review process and is recommended for Council's approval by the Cultural Advisory Board.

## BACKGROUND

The Cultural Advisory Board (CAB) oversees the Cultural Policy for the City of Sault Ste. Marie. The Policy was first adopted by City Council in 1991 and has been amended a number of times since; most recently in February of 2013, from a community forum held in 2010. On June 25, 2015, CAB has finalized its review of the public input and is recommending minor revisions to the Policy.

## ANALYSIS

The revisions to the Policy document are minor in nature and do not change the underlying policy framework. The summary of the revisions are outlined in the attachment provided with this report.

The Cultural Advisory Board endorsed the revised Policy at their June 15, 2016 meeting and directed staff to present the revised policy to City Council.

## FINANCIAL IMPLICATIONS

There will be no impact on the City budget as a result of the proposed revisions to the policy.

## STRATEGIC PLAN / POLICY IMPACT

The Corporate Strategic Plan identifies Quality of Life as a focus area which includes the promotion and support of arts and culture.

**RECOMMENDATION**
It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture concerning revisions to the Cultural Policy for the Corporation of the City of Sault Ste. Marie be revised and that the recommendation that City Council approve the revisions as endorsed by the Cultural Advisory Board be approved.

Respectfully submitted,

Virginia McLeod,
Manager Recreation & Culture
705.759.5311
v.mcleod@cityssm.on.ca

CC: Cultural Advisory Board

Attachment

# Cultural Policy

## For The Corporation of the

## City of Sault Ste. Marie

## Sault Ste. Marie
## Cultural Advisory Board

## May 2016

# Table of Contents


**PREAMBLE** ..... 1

**1. GENERAL CONSIDERATIONS** ..... 2

**1.1 STATEMENT OF PURPOSE** ..... **3**

**1.2 DEFINITION OF CULTURE** ..... **3**

**2. STATEMENT OF POLICY** ..... 5

**2.1 POLICY OBJECTIVES** ..... 6

**3. POLICY IMPLEMENTATION** ..... 7

**3.1 ENCOURAGEMENT AND PROMOTION** ..... 8

**3.2 APPRECIATION AND ENJOYMENT** ..... 8

**3.3 APPROPRIATE CONDITIONS** ..... 9

**3.4 IMPORTANCE OF CULTURAL INDUSTRY** ..... 10

**3.5 ARMS-LENGTH FUNDING** ..... 10

**3.6 HERITAGE PRESERVATION** ..... 11

**4. CULTURAL ADVISORY BOARD** ..... 12

**4.1 PURPOSE** ..... 13

**4.2 MEMBERSHIP** ..... 13

**4.3 OFFICERS** ..... 13

**4.4 CULTURAL POLICY** ..... 13

**4.5 CULTURAL GRANTS** ..... 13

**4.6 CULTURAL PLAN** ..... 14

**4.7 EXCELLENCE** ..... 14

**4.8 GRANT AND AWARD APPLICATIONS** ..... 14

**4.9 COMMUNITY CONSULTATION** ..... 15

**4.10 COMMUNITY LINKS** ..... 15

**5. CITY OF SAULT STE. MARIE CULTURAL ENDOWMENT TRUST FUND** ..... 16

**5.1 PURPOSE** ..... 17

**5.2 DECISIONS** ..... 17

**5.3 DEVELOPERS** ..... 17

**5.4 MUNICIPAL STAFF** ..... 17

**5.5 AWARENESS** ..... 17

**5.6 REPORTING** ..... 17

# CULTURAL POLICY FOR THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## PREAMBLE

In the summer of 1986, as part of the major Waterfront Study commissioned by Council, a Committee comprised of staff representatives of the Community Services Department, the Planning Board and members of the public involved in cultural matters was formed to investigate and recommend what facility(s) might be appropriate to make provision for within the overall master plan. This action was consistent with a number of previous conceptual schemes for development or redevelopment of the downtown area (ranging back to the Faludi Study of 1961) which had proposed the inclusion of various community-use facilities. Later that year, at the suggestion of the (then) Ministry of Citizenship and Culture and with their financial participation - the scope of study was expanded to provide a more comprehensive cultural strategy and the Klein/McInnes group was engaged to do the work. Following tabling of the study in March 1988, Council established a study committee to review aspects of the document and make recommendations for its implementation. The Committee met regularly during 1989 and submitted their report to Council August, 1989.

One of their proposals was that a Cultural Advisory Board be formed: “To advise, assist and make recommendations to Council on Cultural matters with specific reference to cultural grant applications and the development of a Municipal Cultural Policy." A Cultural Policy for the Corporation of the City of Sault Ste. Marie was first adopted by City Council in 1991.

The recommendations which resulted from a cultural forum held Tuesday, September 19, 1995 were incorporated within the revised Cultural Policy for the Corporation of the City of Sault Ste. Marie, April 30, 1996. Recommendations arising from a review of policy implementation conducted in a municipal forum on Tuesday, February 12, 2002 have been incorporated within this second revision, Spring, 2002. Recommendations arising from a cultural forum held in the fall of 2007 were incorporated in a third revision dated January 25, 2010. The fourth revision came out of recommendations provided at a cultural forum held on March 30, 2011. This fifth revision has incorporated the recommendations provided at the June 25, 2015 Cultural Forum.

The following recommendations have been met since the passing of the Cultural Policy. The recommendation that City Council create the City of Sault Ste. Marie Cultural Endowment Trust Fund was approved by City Council in the 2008 budget. City Council provided $10,000 as seed funds to establish the Cultural Endowment Trust Fund. The proposed *City of Sault Ste. Marie Cultural Endowment Trust Fund* is a fund to collect and distribute monies for purchase and necessary installation, or the commissioning of ‘works of art’ or other cultural activities for the enhancement of such capital projects as is outlined in the Cultural Policy for the Corporation of the City of Sault Ste. Marie. The Cultural Advisory Board has been assigned the responsibility of maintaining and administering the trust fund.

# 1. GENERAL CONSIDERATIONS

## 1.1 STATEMENT OF PURPOSE

The City recognizes the diversity of cultural groups in the community, the uniqueness of their mandates and the various expressions of such as contributing to residents' increased sense of belonging, quality of life and overall health and well-being.

The City promotes a culture of inclusion, recognizing the inherent rights of Indigenous peoples, the benefits of promoting innovation through multicultural, accessible and intergenerational engagement and participation in all aspects of civic life.

The Corporation aims to enhance the role of heritage buildings and community facilities as hubs for cultural program delivery and opportunity for engaging diverse demographics through an inclusive, fair and balanced approach to cultural service delivery. The City acknowledges the importance of the cultural industry's contribution to socioeconomic resilience through generating employment, creating a distinctive community identity and an attractive place to live.

## 1.2 DEFINITION OF CULTURE

Culture is a complex word; however, two interrelated definitions stand out:

i) The social production and transmission of identities, means, knowledge, beliefs, values, aspiration, memories, purposes, attitudes and understanding;
ii) The 'way of life' of a particular set of humans: customs, faiths and conventions; codes and manners, dress, cuisine, language, arts, science, technology, religion and rituals; norms and regulations of behaviors; traditions and institutions.[1]

For purposes of this document, culture refers to what is typically considered to be *'the arts'*. Examples include:

**Performing Arts** - Theatre, dance, opera, music, puppetry.

**Visual Arts** - Fine art and craft including painting, sculpture, printmaking, pottery, fibre and fabric art, woodworking including

**Literary Arts** - Prose, poetry, storytelling, novels.

[1] Hawkes, Jon. (2001) The Fourth Pillar of Sustainability: Culture's essential role in public planning (page 3)

**Heritage Arts** - heritage conservation, identification, protection and interpretation of:
i) intangible heritage ( dance, music, song, story, etc.)
ii) immovable heritage (buildings, cultural heritage landscapes, natural heritage, archaeological and traditional use sites)
iii) movable property (personal property art, artifacts, documents, natural objects and specimens)

**Media Arts** - Photography, film, video, print, audio and/or graphics.

# 2. STATEMENT OF POLICY

## 2.1 POLICY OBJECTIVES

The objectives of the *Cultural Policy for the Corporation of the City of Sault Ste. Marie* are:

2.1.1 To encourage, promote, maintain and further develop cultural expression in Sault Ste. Marie, at both the amateur and professional level and through all ages;

2.1.2 To encourage the appreciation and enjoyment of culture;

2.1.3 To provide and maintain appropriate conditions in which culture can thrive and prosper;

2.1.4 To acknowledge the importance of the cultural industry in the development of civic pride and a municipal sense of identity and its economic impact on the whole community.

2.1.5 To provide arms-length funding of cultural activities;

2.1.6 To encourage the preservation of historic buildings and their rehabilitation for cultural uses;

# 3. POLICY IMPLEMENTATION

## 3.1 TO ENCOURAGE AND PROMOTE THE DEVELOPMENT OF CULTURAL EXPRESSION IN SAULT STE. MARIE AT ALL LEVELS

3.1.1 Maintain a Cultural Advisory Board for the Corporation of the City of Sault Ste. Marie as a Board of Council, whose primary purpose is to advise on all matters concerning the cultural life of the community and the implementation of the *Cultural Policy for the Corporation of the City of Sault Ste. Marie.*

3.1.2 Maintain a position in the Recreation and Culture Division, Community Services Department to work with the Cultural Advisory Board and the cultural community.

3.1.3 Provide Municipal support of cultural activities to an extent consistent with Municipal support in other areas such as recreational activities/resources. Examples include *The Cultural Financial Assistance Policy* and *The Provincial/National/International Cultural Competition Policy*.

3.1.4 To encourage access to the arts in public spaces by showcasing local works in the lobby and public corridors of the Civic Centre and other civic buildings as appropriate, and to provide advice to City Council with respect to the appropriateness of form and placement of proposed local works of art on City property or within municipal buildings.

3.1.5 Provide administrative support to the Cultural Advisory Board.

3.1.6 Encourage cultural activity in community events;

3.1.7 Encourage the community to preserve art and artifacts that represent the community's culture and history and to donate/loan them to the appropriate cultural institutions.

## 3.2 TO ENCOURAGE THE APPRECIATION AND ENJOYMENT OF CULTURE

3.2.1 Recognize, promote and advocate for the unique status of community cultural groups, as defined in the *Cultural Policy for the Corporation of the City of Sault Ste. Marie*, and their mandate to expand cultural interests generally and speak for their members in particular;

3.2.2 Support the community with the design and implementation of their programs in all cultural areas designated in the policy, through the provision of information, guidance and advice.

3.2.3 Assist in establishing a forum within the first year of each new council's term to provide feedback on the status of implementation and effectiveness of the *Cultural Policy for the Corporation of the City of Sault Ste. Marie* (see item 4.4).

3.2.4. Create a forum at least every four years which will encourage and support the exchange of information related to the activities of local individuals/groups covered by the policy.

3.2.5 Ensure that whenever possible, municipal gifts to dignitaries are locally-produced cultural items through a call for submissions from artists and juried process as outlined by each new council.

3.2.6 Encourage the development of formal and informal presentations of artists and their work.

**3.3 TO PROVIDE APPROPRIATE CONDITIONS IN WHICH CULTURE CAN THRIVE AND PROSPER**

3.3.1 The dedication of up to 1% of the total construction and/or renovation costs of public facilities, including where appropriate, major municipal infrastructure projects towards the commissioning and installation of art or other cultural activities where, as an integral part of the building or site, it is appropriate. Otherwise, allocated funds shall either be directed towards similar use in alternative facilities or to the *City of Sault Ste*. *Marie Cultural Endowment Trust Fund.*

3.3.1.1 To provide appropriate conditions in which culture can thrive and prosper.

3.3.2 Assist in the preparation of a comprehensive data base of cultural resources within the community (e.g. physical plant, human resources) for inclusion in Municipal and Arts Council data bases to include, where appropriate, cross referencing to e-mail and web site addresses.

3.3.3 Require that the circulation of development proposals where rezoning or development requests may impact cultural facilities be circulated to the Cultural Advisory Board and that the Cultural Advisory Board be given an opportunity to comment on all such applications to City Council.

3.3.4 Work with agencies such as the Economic Development Corporation, Tourism Sault Ste. Marie, Downtown Association, Chamber of Commerce, and the Arts Council of Sault Ste. Marie and District, to promote Sault Ste. Marie as a good place to live and visit, in part, because of our cultural activities and attractions.

3.3.5 To develop and maintain a Municipal Cultural Plan that encourages and facilitates integrating culture, as defined in this Policy, into and other departments' planning and development strategies.

## 3.4 TO ACKNOWLEDGE THE IMPORTANCE OF THE CULTURAL INDUSTRY IN THE DEVELOPMENT OF CIVIC PRIDE AND A MUNICIPAL SENSE OF IDENTITY AND ITS ECONOMIC IMPACT ON THE CITY

3.4.1 Present annual award(s) under the, *The Cultural Advisory Board Community Recognition Award P*rogram, to individuals, groups or organizations who contribute significantly to the cultural life of the community;

3.4.2 Recognize the economic impact of culture on the City of Sault Ste. Marie and encourage local businesses and corporations to support culture in any way possible (e.g. gifts in kind, support for advertising as well as financial support and contributions).

## 3.5 TO PROVIDE ARMS-LENGTH FUNDING OF CULTURE

3.5.1 Maintain and expand existing annual budgets to facilities and organizations in the cultural area and determine, from time to time, additional activities which, by virtue of their long-term support through the *Cultural Financial Assistance Policy*, should receive support via annual budgets in order to allow the Cultural Advisory Board to consider new programs and services for recommendation to, and consideration by City Council (Appendix 1 – Grants to Cultural Organizations 1982 – 2012).

3.5.2 The Cultural Advisory Board to screen all applications for civic grants for cultural endeavors, under the *Cultural Financial Assistance Policy* and *The Provincial/National/International Cultural Competition Policy* and to recommend to City Council the awarding of such grants within the Municipality's Designated Budget;

3.5.3 Maintain and expand the separate cultural budget which funds the *Cultural Financial Assistance Policy*, independent of those organizations with secured funding;

3.5.4 Develop and promote uniform criteria to ensure that new and existing cultural groups or individuals have equal opportunity to apply for financial assistance.

3.5.5 Through the *City of Sault Ste. Marie Cultural Endowment Trust Fund*, safeguard and direct to purposes consistent with the *Cultural Policy for*

*the Corporation of the City of Sault Ste. Marie*, such funds as may be derived from implementation of criteria established in item 3.3i) and from other sources which may, from time-to-time, become available (eg. gifts, bequests, special grants). The link to the Fund shall be maintained on the City's website.

3.6 Maintain information about and means for applying for funds described in 3.3.2 on the website of the City of Sault Ste. Marie.

## 3.6 TO ENCOURAGE THE DEVELOPMENT OF HISTORIC BUILDINGS AS ALTERNATE CULTURAL FACILITIES

3.6.1 Request Sault Ste. Marie Municipal Heritage Committee (MHC) to review alternative uses for buildings worthy of designation or already designated but which may come available in the future;

3.6.2 Encourage and entertain proposals from the community for use of historical buildings or other appropriate sites;

3.6.3 When appropriate, lease municipal historic buildings to interested entrepreneurs and cultural organizations with the stipulation that they be maintained to a specified standard.

3.6.4 Encourage the conservation and preservation of historic sites and buildings.

# 4. CULTURAL ADVISORY BOARD

## 4.1 PURPOSE

This diverse committee is made up of community members who represent the city and the cultural industry. The Board's role is to oversee and implement the City of Sault Ste. Marie Cultural Policy and provide advice to City Council on issues, policies and strategies related to cultural enterprises and activities in the city. The Cultural Advisory Board oversees cultural support programs, participates in city planning and development processes and undertakes special initiatives approved by Council.

## 4.2 MEMBERSHIP

The members of the Cultural Advisory Board are appointed every two (2) years and they include:

a) Mayor - Ex-officio

b) One City Councilor

c) Minimum of 5 concerned citizens to represent all areas of culture without bias as defined in the Cultural Policy of the City of Sault Ste. Marie.

## 4.3 OFFICERS

Each year the Board will elect from its members a Chair and Vice Chair.

## 4.4 CULTURAL POLICY

Implement and review the Cultural Policy for the Corporation of the City of Sault Ste. Marie within the first year of each new Council. A public forum shall be held with an open invitation to all arts and culture organizations and interested individuals to provide input into an updated cultural policy. The Cultural Advisory Board will review all input and revise the policy by majority consensus. The revised policy will be sent to City Council for their approval.

## 4.5 CULTURAL GRANTS

Implement the Cultural Financial Assistance Program on behalf of City Council and make recommendations on those organizations that should be supported through the program funds as designated in the City's budget.

## 4.6 CULTURAL PLAN

Advocate for the development of a Municipal Cultural Plan led by the Planning Department in collaboration with other individuals, organizations and government agencies and the community ensuring a holistic, cross-sectoral consultative approach is the process undertaken.

## 4.7 EXCELLENCE

4.7.1 Advise on matters concerning the cultural and artistic life of the City, including detailed multi-year plans;

4.7.2 Encourage, recognize and reward initiative and excellence at all levels of local arts and heritage activities;

4.7.3 Encourage the provision of barrier free sites and facilities appropriate to the creation, production and presentation of culture;

4.7.4 Encourage the promotion of cultural services and programs in the community.

## 4.8 GRANT AND AWARD APPLICATIONS REGARDING CULTURAL FINANCIAL ASSISTANCE POLICY, THE PROVINCIAL/NATIONAL/INTERNATIONAL CULTURAL COMPETITION POLICY, THE CITY OF SAULT STE. MARIE CULTURAL ENDOWMENT TRUST FUND, AND THE COMMUNITY RECOGNITION AWARD

4.8.1 Review and update application process for cultural grant and award applications;

4.8.2 Promote uniform criteria to ensure that new and existing cultural groups and individuals have equal opportunity to apply for financial assistance;

4.8.3 Screen and coordinate all municipal cultural grant and award applications with the support of staff from the Recreation and Culture Division, Community Services Department.

4.8.4 Make recommendations to City Council regarding the cultural grants and awards.

## 4.9 COMMUNITY CONSULTATION

4.9.1 Establish a forum at least every four (4) years to provide feedback on the status of implementation and effectiveness of the *Cultural Policy for the Corporation of the City of Sault Ste. Marie*;

4.9.2 Periodically create a forum which will encourage and support the exchange of information related to the activities of local individuals/groups covered by the policy. e.g., a ‘State of the Arts’ to engage City councilors, municipal staff, the culture sector and the broader community of Sault Ste. Marie.

## 4.10 COMMUNITY LINKS

4.10.1 Work in cooperation and in consultation with the City and the arts and culture organizations.

4.10.2 Develop links with a broad base and inclusive spectrum of sectors, including business, education, and social services.

# 5. CITY OF SAULT STE. MARIE CULTURAL ENDOWMENT TRUST FUND

## 5.1 PURPOSE

The *City of Sault Ste. Marie Cultural Endowment Trust Fund* is to be used towards the commissioning and installation of works of art or other cultural activities *for the enhancement of such capital projects as outlined in Section 3.3.1 of the Cultural Policy of the City of Sault Ste. Marie.*

## 5.2 DECISIONS

All decisions with regard to the Sault Ste. Marie Cultural Endowment Trust Fund will be made by the current members of the Cultural Advisory Board.

## 5.3 DEVELOPERS

Ensure that developers are advised of the requirements of the Cultural Policy for the City of Sault Ste. Marie as part of the development application process.

## 5.4 MUNICIPAL STAFF

Ensure that appropriate municipal staff are aware of the requirements of the Cultural Policy for the Corporation of the City of Sault Ste. Marie.

## 5.5 AWARENESS

5.5.1. The City of Sault Ste. Marie shall encourage non-municipal new builds to support culture and the arts by promoting donations to the Endowment Fund. Such promotion may include notice through the Building Permits office of the City of the advantages of the Fund and the opportunity to contribute as part of the development's commitment to civic beautification and pride.

5.5.2 Encourage donations to the Fund from other potential sources, (e.g. bequests) by including The Fund as a separate listing on the City's Recreation and Culture web page and elsewhere where appropriate.

## 5.6 REPORTING

An annual report on the Cultural Endowment Trust Fund will be provided to the Cultural Advisory Board.

# REVISIONS TO THE CULTURAL POLICY

**General Considerations - Section 1**

**Item 1.2**

**Current**

Heritage Arts - heritage conservation, identification, protection and interpretation of:
i) intangible heritage (expressions of culture including custom, dance, music, song, story, etc.)
ii) immovable heritage (buildings, cultural heritage, landscapes, natural heritage, archaeological and traditional use sites)
iii) movable property (personal property art, artifacts, documents, natural objects and specimens)

**Proposed**

Heritage Arts - heritage conservation, identification, protection and interpretation of:
i) intangible heritage (dance, music, song, story, etc.)
ii) immovable heritage (buildings, cultural heritage, landscapes, natural heritage, archaeological and traditional use sites)
iii) movable property (personal property art, artifacts, documents, natural objects and specimens)

**Statement of Policy – Section 2**

**Item 2.1.1**

**Current**

To encourage, promote and maintain the development of cultural expression in Sault Ste. Marie, at both the amateur and professional level;

**Proposed**

To encourage, promote, maintain and further develop cultural expression in Sault Ste. Marie, at both the amateur and professional level and through all ages;

**Policy Implementation – Section 3**

**Item 3.3.1**

**Current**

Accept as a concept the dedication of up to 1% of the total construction and/or renovation costs of public facilities, including where appropriate, major municipal infrastructure projects towards the commissioning and installation of art or other cultural activities where, as an integral part of the building or site, it is appropriate. Otherwise, allocated funds shall either be directed towards similar use in alternative facilities or to the City of Sault Ste. Marie Cultural Endowment Trust Fund.

**Proposed**

The dedication of 1% of the total construction and/or renovation costs of public facilities, including where appropriate, major municipal infrastructure projects towards the commissioning and installation of art or other cultural activities where, as an integral part of the building or site, it is appropriate. Otherwise, allocated funds shall either be directed towards similar use in alternative facilities or to the *City of Sault Ste*. *Marie Cultural Endowment Trust Fund.*

**Item 3.6.3**

**Current**

When appropriate, lease municipal historic buildings to interested entrepreneurs with the stipulation that they be maintained to a specified standard.

**Proposed**

When appropriate, lease municipal historic buildings to interested entrepreneurs and cultural organizations with the stipulation that they be maintained to a specified standard.

**Item 3.6.4**

**Proposed New Addition**

Encourage the conservation and preservation of historic sites and buildings.

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Carl Rumiel, Design and Construction Engineer**

**DEPARTMENT:** **Engineering and Planning Department**

**RE:** **Huron Central Railway Agreements – Francis Street Crossing**

---

## PURPOSE

The purpose of this report is to obtain approval to enter into two agreements with Huron Central Railway (HCR) for work associated with the reconstruction of Francis Street and the crossing of the HCR track at that location.

## BACKGROUND

At the meeting of May 16, 2016, Council approved award of the reconstruction of the Francis Street contract to Boyer Construction. Included in this project is the crossing of the HCR rail line with a sanitary sewer as well as the reconstruction of the public road at-grade crossing.

HCR requires two agreements from the City; (1) *Agreement for the Laying of Pipe Lines under Railway Lands* and (2) *Agreement for the Construction and Maintenance of Underground Installations, a Public Grade Crossing and an Automated Signals System for a Highway-Railway Level Crossing*.

## ANALYSIS

The Engineering Division has reviewed the agreements with the Legal Department and has determined a By-Law is required.

## FINANCIAL IMPLICATIONS

HCR requires a crossing and administration fee of $4,000 as well as track reconstruction costs estimated to be $98,000. These costs will be covered within the previously approved project budget; therefore there is no new financial impact.

## STRATEGIC PLAN / POLICY IMPACT

This work is linked to the new infrastructure focus area of the strategic plan.

**RECOMMENDATION**
It is therefore recommended that Council take the following action:

By-laws 2016-125 and 2016-127 can be found elsewhere on this evening's Agenda and are recommended for approval.

Respectfully submitted,

Carl Rumiel, P.Eng.
Design and Construction Engineer
705.759.5379
c.rumiel@cityssm.on.ca

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Catherine Taddo, P.Eng., Land Development and Environmental Engineer**

**DEPARTMENT:** **Engineering and Planning Department**

**RE:** **Biosolids Management**

---

## PURPOSE

The purpose of the report is to obtain approval to issue a Statement of Interest Request for the proposed biosolids management facility.

## BACKGROUND

On April 27, 2015 Council approved issuance of the Notice of Completion, and was provided a copy of the Biosolids Management Plan outlining the recommended solutions, and associated costs. The Notice of Completion was issued in May 2015, and the 30-day comment period concluded on June 8, 2015. Following the Notice of Completion, no concerns were raised during the review period. Accordingly, the City may proceed with the project, subject to appropriate approvals.

Based on the analysis completed, the recommended alternative for the biosolids solution has been identified as follows:

- Construction of an alkaline stabilization or composting facility at the City landfill;
- Use of the final product for daily cover;
- Consideration of other uses of the processed material in the future;
- Use of modified transportation units for odour control in transit.

The problems and opportunities being addressed by the proposed biosolids solution are as follows:

- There is a shortage of cover at the landfill;
- Approximately 10,000 tonnes of biosolids, originating from the two wastewater treatment facilities, are landfilled annually;
- Due to the approximate 75% moisture content of the biosolids, they are difficult for staff to manage;

- There may be an opportunity to enhance odour mitigation during transportation and landfilling of the biosolids.

**ANALYSIS**
The biosolids management study included recommendations for consideration of various procurement options including conventional design/bid/build, design/build, design/build/operate, and design/build/operate/finance. A Statement of Interest (SOI) is recommended in order to identify the level of interest in the project, solicit input on the procurement alternatives, and potentially shortlist technology vendors. At the end of this phase, a technical memorandum will be prepared documenting the findings including a recommendation on the preferred procurement approach, which will assist in identifying the next steps.

**FINANCIAL IMPLICATIONS**
The estimated lifecycle cost, per wet tonne, based on an assumed energy inflation rate ranging from 5% to 12.5% per annum is in the range of $165 to $200. If a design/build approach was selected for instance, the next steps would be an Expression of Interest followed by a Request for Proposal which would more accurately reflect the true costs of the project. The preferred alternative would ultimately be funded through the sanitary sewer surcharge account in accordance with the City's asset management plan.

**STRATEGIC PLAN / POLICY IMPACT**
Biosolids management is linked to Strategic Direction 1, Developing Solid Infrastructure, and Objective 1A, Environmental Leadership.

**RECOMMENDATION**
It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated 2016 08 22 concerning biosolids management be received and that a Statement of Interest Request be issued.

Respectfully submitted,

C. Taddo

Catherine Taddo
Land Development and
Environmental Engineer
705.759.5380
c.taddo@cityssm.on.ca

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Don Elliott, Director of Engineering**

**DEPARTMENT:** **Engineering and Planning Department**

**RE:** **McNabb and St. Georges EA – Engineering Agreement**

---

## PURPOSE

The purpose of this report is to obtain Council's authorization for a By-law to enter into an agreement for professional services to complete an environmental assessment for potential improvements to the intersection of McNabb Street and St. Georges Avenue.

## BACKGROUND

At the 2016 06 27 meeting, Council authorized that the engineering firm of CIMA be single sourced to complete an environmental assessment for evaluation of potential measures and redesigns of the intersections in the area of McNabb Street, St. Georges Avenue, Algoma Avenue and Alberta Avenue. Eventual implementation of the recommended alternative will be intended to reduce the frequency of collisions.

## ANALYSIS

Council authorization is required for the By-law for the engineering agreement between the City and CIMA.

## FINANCIAL IMPLICATIONS

The estimated fee is $18,330 excluding HST. At the 2016 06 27 meeting, Council approved that the funding source would be the unforeseen allowance in the 2016 miscellaneous construction budget.

## STRATEGIC PLAN / POLICY IMPACT

This report is linked to the new infrastructure focus area of the strategic plan.

## RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant By-law 2016-128 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Don Elliott, P. Eng.
Director of Engineering
705.759.5329
d.elliott@cityssm.on.ca

DE/bb

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Paul Milosevich, Deputy Fire Chief, Fire Prevention & Public Education**

**DEPARTMENT:** **Fire Services**

**RE:** **Amendment to User Fee By-law 2016-3**

---

## PURPOSE
The purpose of this report is to amend the User Fee By-law to properly reflect the fees for burning permits.

## BACKGROUND
By-law 2016-3, the 2016 user fees and service charges by-law was passed on January 25, 2016.

During budget deliberations, Council directed that the fee for burning permits be increased to $75 for a new burning permit which includes an initial inspection plus a two year renewal.

By-law 2016-67 was passed on May 16, 2016 to effect this amendment to the user fee by-law. The By-law erroneously stated the revised fee as “New (First) Burning Permit Initial Inspection + 3 year Renewal”.

By-law 2016-130 appears on this Agenda to properly state that the fee applies to a new (first) burning permit, initial inspection and two year renewal.

## ANALYSIS
Not applicable.

## FINANCIAL IMPLICATIONS
There is no financial impact to this amendment.

## STRATEGIC PLAN / POLICY IMPACT
This is an administrative matter not articulated in the Corporate Strategic Plan.

## RECOMMENDATION
It is therefore recommended that Council take the following action:

The relevant By-law 2016-130 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Paul Milosevich
Deputy Fire Chief, Fire Prevention
and Public Education
705.949.3377
p.milosevich@cityssm.on.ca

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Meagan Dutchak**

**DEPARTMENT:** **Legal Department**

**RE:** **Ken Danby Art Loan Agreement**

---

## PURPOSE

The purpose of this report is to request Council's approval of an agreement between the Art Gallery of Hamilton (the "Loan Agreement") permitting the loan of Canadian artist Ken Danby's painting "Opening the Gates".

## BACKGROUND

The Art Gallery of Hamilton approached the City to request to borrow the painting by Ken Danby, "Opening the Gates" (the "Work"), for its exhibition *Beyond the Crease: Ken Danby*. The Work is an iconic image of a ship passing through Sault Ste. Marie's locks, completed in 1975.

The exhibition is scheduled for October 22, 2016 to January 22, 2017, with the Work to be picked up in early October, 2016 and returned in early February, 2017.

## ANALYSIS

The Loan Agreement for Council's consideration confirms the Art Gallery of Hamilton has the permission to borrow the Work, subject to the terms and conditions set out in the Agreement.

The Art Gallery of Hamilton has assured the City that it meets all facility and environmental museum standards. It has also assured the City that it will be responsible for all costs associated with crating, insurance, shipping and other fees relating to the loan.

The Loan Agreement further contains indemnification clauses stating that the Art Gallery of Hamilton shall be responsible for all costs, expenses and liabilities that result in any way from the loan of the Work. Furthermore, the Loan Agreement requires the Art Gallery of Hamilton to maintain insurance, naming the City as an "Additional Insured."

**FINANCIAL IMPLICATIONS**
Not applicable.

**STRATEGIC PLAN / POLICY IMPACT**
Not applicable.

**RECOMMENDATION**
It is therefore recommended that Council take the following action:

By-Law 2016-126 authorizing the execution of the Loan Agreement between the City and the Art Gallery of Hamilton appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

Meagan Dutchak
Student at Law
705.759.2686
m.dutchak@cityssm.on.ca

AG156\\citydata\LegalDept\Legal\Staff\COUNCIL REPORTS\2016\Ken Danby Art Loan Agreement.docx

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Nuala Kenny, City Solicitor**

**DEPARTMENT:** **Legal Department**

**RE:** **Micro Focus Software Licensing Fees**

---

## PURPOSE

The purpose of this report is to recommend to Council payment in the amount of $178,073.34 for additional software licensing usage.

## BACKGROUND

The City has had a contract with Micro Focus for more than 20 years. The contract provides for software licensing, backup support and disaster recovery. In March of 2016 Micro Focus executed an audit. The audit revealed software usage outside that which is permitted in the contract. Micro Focus has requested payment for this additional usage.

## ATTACHMENT

Attached as “Schedule A” is correspondence from a representative from Micro Focus.

Attached as “Schedule B” is a Mutual Final Release between Micro Focus and the City.

## ANALYSIS

The City has used Micro Focus software beyond that which is permitted under the contract for usage. Specifically, the City’s data processing practice was deemed to be outside the scope of the current license grant which was originally licensed through Micro Focus and maintained for many years. In addition, the City was required to purchase additional licenses for the stand-by disaster recovery server and a onetime purchase of third party access. After weeks of negotiation, Micro Focus has agreed to a one-time final settlement of $178, 073.34. This amount reflects the cost of the extra usage and is retroactive for 2 years. It should be noted that initially Micro Focus wished the payment to be retroactive for 5 years. The City concurs that there has been at least 2 years of

unauthorized usage. Finance advises if Council agrees to the settlement, the payments shall be from the Contingency fund.

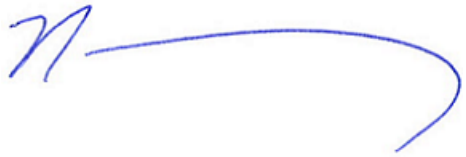
**FINANCIAL IMPLICATIONS**
There is a financial impact but the payment is a legal requirement. Making this payment avoids all punitive administrative costs and any potential litigation costs.

**STRATEGIC PLAN / POLICY IMPACT**
Not applicable.

**RECOMMENDATION**
It is therefore recommended that Council take the following action:

It is therefore recommended that Council authorize the one-time payment to Micro Focus in the amount of $178,073.34, such payment to come from the Contingency fund.

Respectfully submitted,



Nuala Kenny
City Solicitor
705.759-5407
n.kenny@cityssm.on.ca

Attachments

NK/sp

sp\\citydata\LegalDept\Legal\Staff\COUNCIL REPORTS\2016\Micro Focus Software Licensing Fees.docx I3

Schedule "A"

Nuala Kenny

**From:** Cheryl Zabell <Cheryl.zabell@microfocus.com>
**Sent:** Friday, July 15, 2016 3:55 PM
**To:** Stephanie Perri; Nuala Kenny
**Cc:** Shelley Schell; Frank Coccimiglio (Manager); Ken Gustitus; Ruben Govender; Melissa Bleau Corriveau
**Subject:** RE: MICRO FOCUS SOFTWARE LICENCING TO THE CITY OF SAULT STE. MARIE

Dear Ms. Kenny
Thank you very much for sending the proposal to resolve the outstanding Micro Focus COBOL licensing issues at the City of Sault Ste. Marie. Micro Focus is prepared to accept the proposed resolution of $178,073.34 if this can be finalized before the end of July.
If the City has to wait until August to resolve these issues the resolution amount will go back to the $235,903.00 from the settlement framework Micro Focus Provided the City.
We are working on putting together the formal paperwork for a July resolution now in anticipation of moving forward with the last proposal from the City. Please let me know what you need from Micro Focus for the Monday Council meeting.

Sincerely,

**Cheryl Zabell**
**Account Manager**
**North America Software Asset Management**

**Micro Focus**

**From:** Stephanie Perri [mailto:s.perri@cityssm.on.ca]
**Sent:** Friday, July 15, 2016 2:24 PM
**To:** Cheryl Zabell <Cheryl.zabell@microfocus.com>
**Cc:** Nuala Kenny <n.kenny@cityssm.on.ca>; Shelley Schell <s.schell@cityssm.on.ca>; Frank Coccimiglio (Manager) <f.coccimiglio@cityssm.on.ca>
**Subject:** MICRO FOCUS SOFTWARE LICENCING TO THE CITY OF SAULT STE. MARIE

Please see attached correspondence from City Solicitor, Nuala Kenny.

Schedule "B"

# MUTUAL FINAL RELEASE

Between:

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

and

**MICRO FOCUS (CANADA) LTD.**

Whereas Micro Focus (Canada) Ltd. ("Micro Focus") submitted documents titled Solution Quote and Solution Order both dated July 15, 2016 with reference number 780975-1-2 to the Corporation of the City of Sault Ste. Marie (the City) and:

Whereas the Solution Quote and Order from Micro Focus set out a quote for Product and Support costs in the sum of $178,073.34, plus applicable taxes;

Whereas the Parties desire to resolve Micro Focus's claim, it is agreed as follows:

FOR AND IN CONSIDERATION of the solution as agreed between the City and Micro Focus which includes the payment to Micro Focus by the City of the amount of $178,073.34, plus applicable taxes, Micro Focus, its subsidiaries and related companies together with and all respective trustees, officers, directors, employees, servants and agents and their successors, heirs and assigns release and forever discharge the City and its employees from any and all actions, causes of actions, claims and demands for damages, indemnity, costs, interests in loss of every nature and kind which Micro Focus now has, may have had, or may have in the future arising from or in any way related to the use by the City, on or before the date of this Release, of the products and support as set out in the aforementioned Solution Quote document dated July 15, 2016.

IT IS AGREED AND UNDERSTOOD by the City and Micro Focus that settlement of these issues between the parties and the aforementioned consideration thereunder, is deemed to be no admission whatever of liability or responsibility on the part of the City or on the part of Micro Focus.

AND IT IS FURTHER AGREED AND UNDERSTOOD that if either Party to this Release commences any proceeding involving any claim or demand against the other Party for any matter or thing relating to the matters dealt with in this Release, this Release may be raised as a complete bar to any such claim or demand.

AND IT IS FURTHER AGREED AND UNDERSTOOD that this Release incorporates all the terms and conditions respecting the settlement of any claims arising from or in any way related to the products and support provided by Micro Focus and there are no other written or oral representations, undertakings, agreements, terms or conditions other than those expressly set forth in this Release.

AND IT IS FURTHER AGREED AND UNDERSTOOD that this Release shall be governed and construed in accordance with the laws of Ontario.

DATED this day of 21 July, 2016.

SIGNED, SEALED AND DELIVERED
In the presence of

**Micro Focus (Canada) Ltd.**

_____

_____

**The Corporation of the City of Sault Ste. Marie**

_____
**MAYOR – CHRISTIAN PROVENZANO**

_____
**CITY CLERK - MALCOLM WHITE**

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Don McConnell MCIP RPP, Director of Planning & Enterprise Services**

**DEPARTMENT:** **Engineering and Planning Department**

**RE:** **Property Demolition – 127 and 129 Gore Street**

---

## PURPOSE

The purpose of this report is to recommend the demolition of two recently acquired properties on Gore Street as part of the Gore Street reconstruction project.

## BACKGROUND

In May 2016, the City acquired 127 and 129 Gore Street with the intention to demolish both buildings.

## ANALYSIS

In accordance with the regulations, pre-demolition Designated Substance and Hazardous Materials Surveys were completed for both properties. Both buildings have significant amounts of vinyl tile which contains asbestos. Urea formaldehyde foam insulation was found in the walls of 127 Gore Street. Mould and small amounts of other designated substances were also found in both buildings. All of these substances must be dealt with in accordance with the regulations. The remaining material will be separated and recycled as much as possible

In addition to the contaminants, demolition of 127 Gore Street is particularly difficult as the building is not structurally sound. Normally, the contaminants would be removed by workers inside the building in accordance with the regulations. However all parties agree that it would be unsafe to work inside the building in its present condition. Two options have been considered. One is to reinforce the building from inside and then proceed as per standard demolition practices. The other option is to demolish the building from outside and then sort the materials by hand.

The contractor responsible for the reconstruction of Gore Street was asked to provide a price to demolish both buildings. He obtained three estimates from demolition sub-contractors and has quoted a price of $134,000. The City's engineering consultant has confirmed that the proposed cost is reasonable and it is recommended for approval.

In addition, the electrical service for the abutting property at 133 Gore Street is connected to the service at 129 Gore Street. Demolition cannot proceed without providing a separate service to 133 Gore Street at an estimated cost of $5000.

Following completion of the demolition, both properties will be available for parking.

**FINANCIAL IMPLICATIONS**
The Finance Department has confirmed that there are sufficient funds in the Property Purchase Reserve Fund for this work.

**STRATEGIC PLAN / POLICY IMPACT**
The redevelopment of Gore Street is a major part of a Vibrant Downtown as identified by the Quality of Life focus area of the City's new Corporate Strategic Plan.

**RECOMMENDATION**
It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated 2016 08 22 be received and that City Council authorize a contract change order to the Gore Street reconstruction project in the amount of $139,000 plus non-refundable HST for the demolition of the buildings at 127 and 129 Gore Street with this cost to be taken from the Property Purchase Reserve Fund.

Respectfully submitted,

Donald B. McConnell
Director of Planning & Enterprise Services
705.759.5375
d.mcconnell@cityssm.on.ca

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Don McConnell MCIP RPP, Director of Planning and Enterprise Services**

**DEPARTMENT:** **Engineering and Planning Department**

**RE:** **Rental Housing Incentive Program - 6**

---

## PURPOSE

The purpose of this report is to recommend a project for a municipal tax increment rebate under the City's Rental Housing Community Improvement Plan. The subject property is 46 Melrose Avenue and a total of eight new rental units will be constructed.

## BACKGROUND

In 2013, City Council approved a Rental Housing Community Improvement Plan under Section 28 of the Planning Act and Section 365.1 of the Municipal Act. This legislation allows municipalities to provide property tax assistance for qualified projects.

The development of additional rental units is important to provide for a range of housing types to match residents' needs; to ensure that the overall supply of affordable housing is maintained; and to provide good short-term housing options for persons wishing to move to Sault Ste. Marie.

The Rental Housing Community Improvement Plan provides for tax rebates on a declining basis over a three-year period (75%, 50%, 25%) with an additional incentive for facilities which support assisted-living programs or where additional barrier free units are constructed.

City Council has previously approved 10 projects to create a total of 233 new rental units under this program.

## ANALYSIS

An application has been received from Major Contracting (Algoma) Limited for property on the east side of Melrose Avenue immediately north of Bruce Street. Two 4 unit buildings with a combination of one and two bedroom units will be

constructed. All access will be from Melrose Avenue and the property will be landscaped with a combination of red maple and white cedar trees. A copy of the site plan and elevations is appended to this report.

This application has been reviewed by a City staff committee with representation from Building, Finance and Planning and is recommended for approval.

**FINANCIAL IMPLICATIONS**
There is no direct cost to the municipality associated with this approval aside from the deferral of a portion of the taxes during the first three years after project completion. The City will benefit from the increased assessment in future years.

**STRATEGIC PLAN / POLICY IMPACT**
This recommendation is not linked to any specific policies contained within the Corporate Strategic Plan.

**RECOMMENDATION**
It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated 2016 08 22 be received and that City Council authorize a three year incremental tax rebate program for 46 Melrose Avenue subject to:

1) That the municipal rebate apply only to the increase in assessment resulting from new construction , and
2) After the rebate program is completed, the full municipal taxes will apply.

Respectfully submitted,

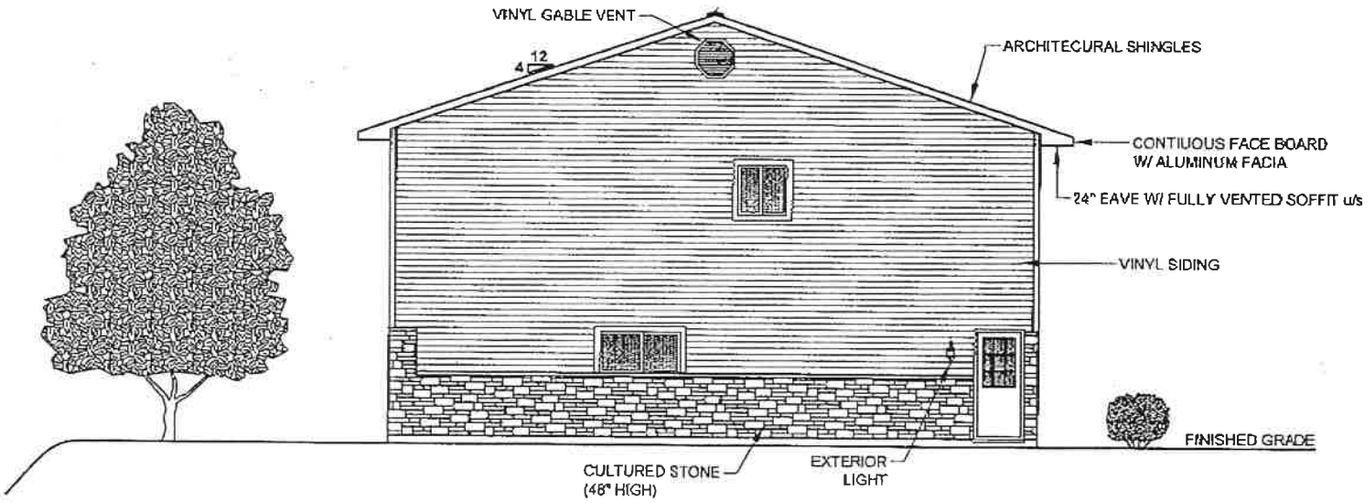
Donald B. McConnell MCIP RPP
Director of Planning & Enterprise Services
705.759.5375
d.mcconnell@cityssm.on.ca

# SITE PLAN – LANDSCAPE PLAN

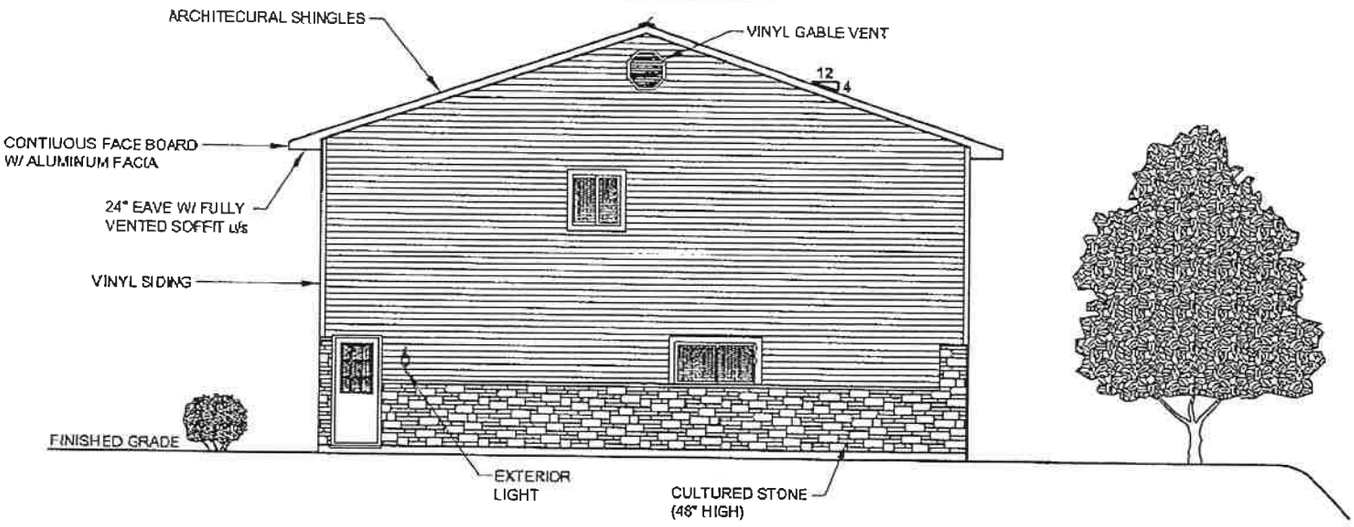
## 46 MELROSE AVENUE

### Two 4-Plex Structures

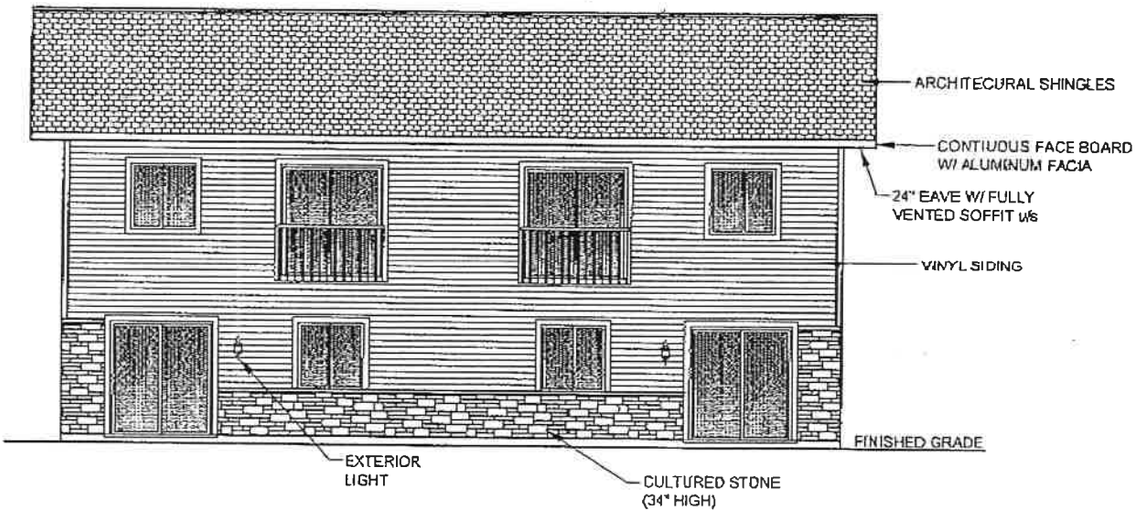
# BUILDING ELEVATIONS



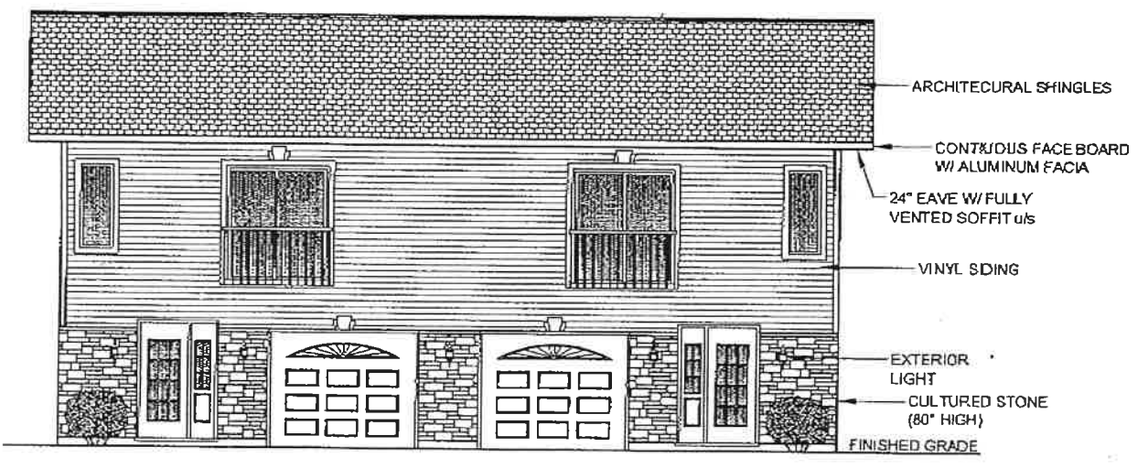

NORTH ELEVATION




SOUTH ELEVATION




EAST ELEVATION




WEST ELEVATION

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Don McConnell MCIP RPP, Director of Planning & Enterprise Services**

**DEPARTMENT:** **Engineering and Planning Department**

**RE:** **Community Adjustment Program Update**

---

## PURPOSE

This report is provided to update City Council and the community on recent and planned activities of the Community Adjustment Program Advisory Committee.

## BACKGROUND

On March 7, 2016, City Council approved a report from the City's CAO on the planned response to the ESSAR Steel Algoma Inc. restructuring. As part of this report, staff recommended an application to the Community Adjustment Program funding administered by the Ministry of Training, Colleges and Universities (now the Ministry of Advanced Education and Skills Development).

The objective of this program is to create an Action Plan that:

- empowers and encourages organizations in the community with a mandate to support the community's employment, business, economic and social development to work together in developing and executing this plan;

- designates a lead organization to be accountable to City Council for the execution of this Action Plan and regularly reports to Council on its activities, efforts and outcomes;

- serves as the focal point for coordination and alignment for the community's employment, labour, business and economic development organizations; City departments; and senior levels of governments departments to develop and execute a response;

- complements existing programs, services and projects that complement the goals and objectives of the Action Plan.

The City's application was successful and on April 25th 2016, the Province announced $200,000 in funding. This report provides an update on efforts to date and planned activities going forward.

**ANALYSIS**

Following project approval, the City undertook a process to retain the services of an independent Chair to guide the Committee's activities. On July 5th Gayle Broad was announced as the successful candidate.

The Committee is required to have membership from a wide variety of sectors including business, economic development organizations, education, employment service providers, health services, the municipality, social services and unions.

Staff are pleased to announce that a number of key community leaders have agreed to serve as members on the Community Adjustment Committee and as representatives of the various sectors. A complete list of Committee Members is attached as Appendix A and includes Mayor Christian Provenzano as the municipal representative.

The Committee will be assisted by senior resource persons including Sandra Wise (Ministry of Advanced Education and Skills Development), Don McConnell (City of Sault Ste. Marie), Jonathan Coulman (Algoma Workforce Investment Corporation) and Tom Dodds (Economic Development Corporation).

The hiring process for a project coordinator is well underway and expected to be completed by August 24.

A one-day workshop is being arranged to orient and begin the committee's work. Expected outcomes include: training on the Committee's role and responsibilities (provided by the Ministry of Advanced Education and Skills Development); creation of terms of reference for the Committee; establishment of a vision statement and set of objectives. This workshop will occur prior to August 31.

In addition, the Committee Chair has already spoken with each committee member to confirm their commitment to the project; met with the EDC and other guests as part of their strategic planning session; and met with the Ministry of Northern Development and Mines regional team as well as with the Assistant Deputy Minister to discuss how they might support the work of the Committee.

**FINANCIAL IMPLICATIONS**

The full year's budget for this initiative is in the process of being finalized as per the program requirements but includes the $200,000 announced by the province. There is no direct cost to the municipality; however the City is providing in-kind services including office space on Level 6 of the Civic Centre, financial services and administrative support within existing budget allocations. Efforts are also underway to secure private sector contributions.

**STRATEGIC PLAN / POLICY IMPACT**
The planned activities of the Committee relate to many aspects of the Corporate Strategic Plan including creating social and economic activity; developing partnerships with key stakeholders; maximizing economic development and investment; promoting quality of life advantages; eliminating barriers to business and streamlining processes.

**RECOMMENDATION**
It is therefore recommended that Council take the following action:

Resolved that the report of the Chair of the Community Adjustment Program Advisory Committee dated 2016 08 22 be received as information.

Respectfully submitted,

Donald B. McConnell MCIP RPP
Director of Planning & Enterprise Services
705.759.5375
d.mcconnell@cityssm.on.ca

# COMMUNITY ADJUSTMENT PROGRAM ADVISORY COMMITTEE

Chair: Gayle Broad

Aldo Greco (McDougall Energy)

Dan Friyia (Sault Ste. Marie & Area Community Development Corporation)

Donna Hilsinger (Algoma's Water Tower Inn)

Laurie Zeppa Boston (Algoma Public Health)

Linda Ryan (Employment Solutions, Sault College)

Mayor Christian Provenzano (City of Sault Ste. Marie)

Michele McCleave Kennedy (Sault Ste. Marie Labour Council)

Michael Burtch (Arts sector)

Mike Nadeau (District Social Services Administration Board)

Patti Moreau (Metis Nation of Ontario)

Paul Johnson (Chamber of Commerce)

Robert Reid (Sault Ste. Marie Economic Development Corporation)

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Peter Tonazzo, RPP, Planner**

**DEPARTMENT:** **Engineering and Planning Department**

**RE:** **Community Development Award 2016**

---

## PURPOSE

The purpose of this report is to recommend The Heritage Discovery Centre at 800 Bay Street as the 2016 Community Development Award recipient.

## BACKGROUND

Eighteen years ago, City Council initiated the Community Development Award Program. The Planning Advisory Committee serves as administrators of the award.

The purpose of the award program is to:

- Recognize significant achievement in community development.
- Highlight successful development ideas that others can use.
- Inspire other projects to meet the standards set by successful projects.

Recent previous award winners include:

- Savoys Jewellers (2015)
- Chippewa Trading Post and Frontier Village (2014)
- Skeggs Paciocco Lawyers (2013)
- Wacky Wings Great Northern Road (2012)
- Smokey's Barbeque Pit and Patio (2011)

**ANALYSIS**
This year 23 projects were considered for the award.

After careful consideration, the Planning Advisory Council recommends that the 2016 Community Development Award be presented to The Heritage Discovery Centre, located at 800 Bay Street.

Heritage Discovery Center, Ermatinger- Clergue National Historic Site – 800 Bay Street

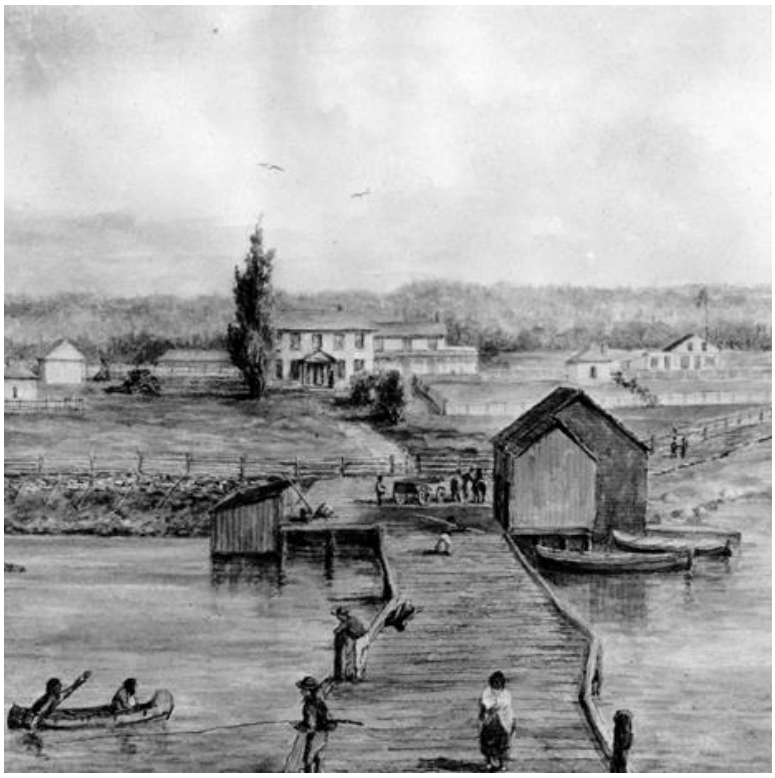
Construction of the 6500 square foot interpretive centre began in 2012 and was completed in 2014. Funding for the $4 million project included the Cultural Spaces Fund, the Secretariat of the War of 1812 Fund, NOHFC and the City of Sault Ste. Marie.

Conceptualizing the new project began with the Historic Sites Board. The Board recognized the need to accommodate additional exhibition space, a climate controlled archival room, theater, gift shop and administrative offices. The development also included new accessibility features and parking upgrades.

The upgrades have increased the attraction's viability to remain open year round, accommodate a broader range of special functions, and larger groups of people. Since the Interpretive Centre opened, visitation to the Ermatinger-Clergue National Historic Site has doubled.

The vision for the building was "*Stories Steeped in Stone"*, symbolizing smoothed river rocks that have occupied a front row seat in the history of Sault Ste. Marie, rooted in large part to the resources provided by the St. Marys River, and nautical travel along the River. The vision manifests itself in the smooth stone

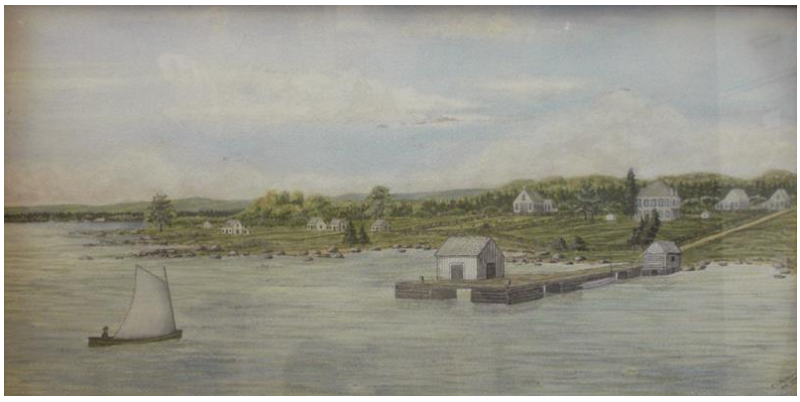
utilized on much of the façade. The roofline and south façade are curved in a manner representative of the prow of a canoe, reflecting the nautical theme. The building rounds out the attraction, and provides increased exposure onto Bay Street.



Sketch of Government Dock and Ermatinger Residence by William Armstrong – Circa 1870 – Courtesy: Sault Ste. Marie Museum

Under the direction of the Historic Sites Board, Chris Tossell was the lead architect and Annie Dalton of Design Network was the exhibit designer. Graham Newman Construction was the general contractor. Gough Masonry completed the stonework on the building's façade. Kathy Fischer, Curator of the Ermatinger Clergue National Historic Site also played an important role in the development. Kathy Yukich deserves special mention, as the driving leader on the Historic Sites Board for 5 years of the project, from concept to completion.

The site is steeped in history and encompasses part of Charles Oakes Ermatinger's estate which originally included 252 acres. Located in close proximity to the 'Government Dock', the site was at the main transportation hub of Sault Ste. Marie.



Sketch of Government Dock and Ermatinger Residence by Frederick J. Falkner – Circa 1863 – Courtesy: Sault Ste. Marie Museum

Over its long history, the Old Stone House had numerous functions and as such, a number of buildings and structures have occupied the site, including a grist mill at the exact location where the Interpretive Centre was constructed. There

was also a cemetery near the western portion of the property, which was relocated in the 1960's. More recently, there were a number of small homes on St. Thomas Street. These homes were purchased by the City as they became available, and eventually St. Thomas Street was closed to facilitate the development of the interpretive centre. Interestingly, the small homes, which took access from Towers Street to the north, were actually oriented towards the south, as they were originally located upon the shoreline, and primary access would have been from the water.

Main entrance and whitefish display

The interior of the building invites visitors back in time while at the same time offering a bright vibrant space. Upon entering there is an overhead display of whitefish beneath rolling rapids. This display was created through a partnership whereby a local fisherman from Batchewanna First Nation caught several whitefish using local Aboriginal fishing techniques. The fish were frozen, packaged and shipped by City Meat Market to the Canadian Museum of Nature where Ron Sequin cast replicas from the actual fish and hand painted them. The result is exact replicas of the native whitefish from St. Marys River. Décor throughout the exhibit includes many original photos from the Old Stone House that have been digitized and enlarged. The main exhibition is that of the War of 1812. Mr.

War of 1812 Display

Ermatinger was a Civilian Captain who led his men to Mackinaw to take over the fort, although this action did not result in a battle, it was the first military maneuver of the war of 1812.

Theatre

The theater includes 48 cinema style seats which can be rolled away, transforming the space into a multi-purpose facility capable of accommodating larger groups than previously possible. Much needed administrative space was also part of the overall design, including change rooms for staff who often wear period garments, adding to the overall visitor experience. A climate controlled archival room was also constructed, to preserve locally important artifacts over the long term.

The overall design and function of the building represents a significant contribution to an important cultural attraction. The unique building creates a greater presence along Bay Street and is an additional local cultural asset that will be enjoyed by locals and tourists for many years.

**IMPACT**
Funds for the 2016 Community Development Award plaque were previously approved as part of the Planning Advisory Committee budget.

**STRATEGIC PLAN**
The Ermatinger-Clergue National Historic Site is a significant cultural attraction. Its promotion is an essential component in achieving economic health, and contributing to a dynamic community.

The site is also located within the downtown, and contributes to a vibrant and healthy downtown, thereby playing a central role in defining the character of our City.

**RECOMMENDATION**
It is therefore recommended that Council take the following action:

Resolved that City Council award the 2016 Community Development Award to The Heritage Discovery Centre, located at 800 Bay Street.
Respectfully submitted,

Peter Tonazzo, RPP
Planner
705.750.2780
p.tonazzo@cityssm.on.ca

PT/ps

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

| | |
|---|---|
| **TO:** | **Mayor Christian Provenzano and Members of City Council** |
| **AUTHOR:** | **Don Scott, Manager of Transit and Parking** |
| **DEPARTMENT:** | **Public Works and Transportation Department** |
| **RE:** | **Municipal Law Enforcement Officers – Appointment** |

---

## PURPOSE
The purpose of this report is to update By-law 90-305 which appoints municipal law enforcement officers.

## BACKGROUND
By-law 90-305 is a by-law appointing special constables and is amended from time to time.

## ANALYSIS
Not applicable.

## FINANCIAL IMPLICATIONS
There is no budgetary impact.

## STRATEGIC PLAN / POLICY IMPACT
This is an operational activity not articulated in the Strategic Plan.

## RECOMMENDATION
It is therefore recommended that Council take the following action:

By-law 2016-120 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Don Scott
Manager of Transit and Parking
705.759.5848
d.scott@cityssm.on.ca

TRANSIT SERVICES
Mr. Don Scott
Manager of
Transit and Parking

THE CORPORATION OF THE CITY OF SAULT STE. MARIE CANADA

Public Works and Transportation
Department
Transit / Parking Division
111 Huron St.,
Sault Ste. Marie, ON P6A 5P9
Tel: (705) 759-5320
Fax: (705) 759-5834

2016 06 28

Nuala Kenny, City Solicitor
Legal Department
Civic Centre

**RE: MUNICIPAL LAW ENFORCEMENT OFFICERS**

On January 24, 1996 City Council approved By-law 96-15,which amended Schedule "A" to By-law 90-305, being a by-law to appoint Municipal Law Enforcement officers for the issuing of parking infractions on private property.

Schedule "A" of this by-law lists all officers that are eligible to issue tickets. The following individuals have applied to be a Municipal Law Enforcement Officers in regards to parking and have been approved by the Police Services and the Parking Section for this position.

| NO. | NAME | EMPLOYER | PROP. LOCATION |
|---|---|---|---|
| 670 | McGuire,Steve | Regent Property | 402 / 390 Bay St. |
| 671 | McGuire, Patrick | Regent Property | 402 / 390 Bay St. |
| 672 | Lewis,Ryan | NorthEast Security Services | Sault College/Algoma University/Tenaris/ Essar Centre/Group Health Centre |
| 673 | Carter,Shawn | G4S Security | Sault Hospital |
| 674 | Derasp,Richard | NorPro | Algoma Public Health/Queenscentre/ 444 Bay |
| 675 | Kelly, Matthew | G4S Security | Sault Hospital |

Would you please amend By-law 96-15 with the new attached Schedule "A".

Thank you.

Yours truly,

Don Scott
Manager of Transit and Parking

**SCHEDULE "A"**

| BADGE | SPECIAL CONSTABLE | EMPLOYER | PROPERTY LOCATION |
|---|---|---|---|
| 26 | MCLEOD,ROD | FLEMING & SMITH | 378 QUEEN ST E & APARTMENTS & 27 KING ST. |
| 30 | RENDELL,VERN | ALGOMA CENTRAL PROP | STATION MALL/STATION 49/STATION TOWER |
| 109 | SEBECIC,JOHN | DENTAL BUILDING | 946 &216 QUEEN ST E |
| 138 | CAIN,JOSEPH | CITY OF SAULT STE MARIE | BELLUVUE MARINA & BONDAR MARINE & PARK |
| 151 | PARR,DEREK | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 153 | TASSONE,VITO | TASSONE CHIROPRATIC | 673 QUEEN ST E |
| 163 | BUMBACCO,PHILIP | ALGOMA CENTRAL PROP | STATION MALL/STATION 49/STATION TOWER |
| 178 | D'AGOSTINI,ROSEMARY | DR. RAYMOND CHO | 71 & 131 EAST ST / 129 SECOND LINE W |
| 196 | MCGRAYNE, LAURA LEE | ALGOMA CENTRAL PROP | STATION MALL/STATION 49/STATION TOWER |
| 241 | COGHILL,ROBIN | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 248 | CHAN,GILBERT | DR. RAYMOND CHO | 71 & 131 EAST ST / 129 SECOND LINE W |
| 249 | CHO,LINDA | DR. RAYMOND CHO | 71 & 131 EAST ST / 129 SECOND LINE W |
| 253 | TRAVSON,TERRANCE | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 267 | CORBIERE,JOHN (TED) | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 276 | SMITH,DENNIS,ROBERT | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 321 | LORENZO,COREY | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 334 | MILLER,BRADLEY | CITY OF SAULT STE MARIE | TRANSIT SERVICE AREA |
| 335 | GROSSO,DONALD | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 344 | HARPE,KEN | HOLIDAY INN. | 320 BAY ST. |
| 346 | HAZLETON,MARGARET | CITY OF SAULT STE MARIE | BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX |
| 366 | TROINOW,VICTORIA | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 369 | CARMICHAEL,MARY | ONT.FINNISH HOME ASS. | 725 NORTH ST. |
| 370 | HANSEN,LOUIS | ONT.FINNISH HOME ASS. | 725 NORTH ST. |
| 372 | BENOIT,ALAIN | ONT.FINNISH HOME ASS. | 725 NORTH ST. |
| 374 | TAAVEL,ANDRE | CITY OF SAULT STE MARIE | TRANSIT SERVICE AREA |
| 376 | FINN,ROBERT | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 391 | MCLEOD,HEATHER | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 397 | LAFRAMBOISE,YVON | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 400 | JOHNSON,MICHAEL | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 410 | POYNER,HAROLD | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 411 | MOORE,ROBERT | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 420 | FABIANO,ANTONIO | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 430 | RUSCIO,DOMINIC | MAJOR CONTRACTING LTD | DAY'S INN HOTEL |
| 435 | TRAMBLE,GEORGE | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 441 | WILSON,DAVID | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 442 | MACLENNAN,MATTHEW | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 443 | MARCIL,MARK | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 446 | HALLIDAY,DANA | SAULT COLLEGE | 443 NORTHERN AVE |
| 456 | CONEYBEARE,KEVIN | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 459 | SLEEMAN,RAY | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 460 | BOUGIE,DAN | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 463 | MORIN,ALEX | CORPS OF COMM. | |
| 464 | DITOMMASO,RYAN | 2220917 ONT. INC | 489 BAY ST/535 QUEEN ST E |
| 465 | DELAVALLE,DON | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 470 | WOOLEY,NATHANIEL | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 480 | TELFORD,JASON | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 481 | FORD,BRIAN | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 484 | MCLEOD,VIRIGINIA | CITY OF SAULT STE MARIE | BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX |
| 486 | LONGO,NADIA | GT.NORTHERN RETIREMEI | 760 NORTHERN RD. |
| 487 | ROUGEAU,MARISA | GT.NORTHERN RETIREMEI | 760 NORTHERN RD. |
| 488 | LEFLEUR,MARILYN | GT.NORTHERN RETIREMEI | 760 NORTHERN RD. |
| 489 | MCQUEEN, WANDA | GT.NORTHERN RETIREMEI | 760 NORTHERN RD. |
| 490 | LUXTON,JEFF | GT.NORTHERN RETIREMEI | 760 NORTHERN RD. |
| 493 | BROWN,FRASER | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 501 | QUARRELL,ROBERT | PANORMIC PROPERTIES | 621,627,631 MACDONALD AVE |
| 502 | HAMEL,CHRIS | PANORMIC PROPERTIES | 621,627,.631 MACDONALD AVE |
| 503 | HAMEL,MELANIE | PANORMIC PROPERTIES | 621,627,.631 MACDONALD AVE |
| 511 | ADAIR,BRENDAN | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 512 | DIMMA,JUSTIN | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 516 | GAY,JAMES | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 517 | ROY,BRENDA | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 522 | MCNAMA,STEVEN | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 523 | MCBRIDE,GUY | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 526 | JOHNSTON,CORY | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 537 | GRAWBARGER,KYLE | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 541 | DIMMA,WILLIAM | ALGOMA CENTRAL PROP | STATION MALL/STATION 49/STATION TOWER |
| 542 | RALPH,NANCY | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 547 | LIEPA,MATTHEW | ALGOMA CENTRAL PROP | STATION MALL/STATION 49/STATION TOWER |
| 548 | CARON,ROGER | CITY OF SAULT STE MARIE | 99 FOSTER DR. (CIVC CENTRE) |
| 552 | SENEGAL,DANIEL | NORPROP SECURITY | REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST. PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX |
| 556 | ARCAND,SCOTT | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 562 | DEARING,SCOTT | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 565 | LISCUMB,GERALD | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |

| | | | |
|---|---|---|---|
| 566 | SWEET,WILLARD | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 568 | PICK,DENNY | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 569 | ZEPPA,JACOB | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 573 | RHODES,LILIAN | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 574 | BOUCHARD,DARYL | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 580 | CHARETTE,ROBERT | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 581 | PAVONI,JORDAN | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 582 | MAITLAND,DARLA | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 583 | MADIGAN,LORRI-ANNE | PANORMIC PROPERTIES | 621,627,631 MACDONALD AVE |
| 587 | GIULETTI,MATTHEW | G4S SECURE SOLUTIONS | SAULT AIRPORT / HOSPITAL |
| 589 | TWENTYMAN,DANIEL | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 594 | PELOSO,MATT | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 596 | WAGNER,TODD | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 599 | BUMBACCO,CARL | CB HOME INSTALLTIONS | 321 JOHN ST /342,346 ST GEORGE'S AVE. |
| 601 | HART,JASON | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 602 | GREENWOOD,LESLIE | GREENWOOD HARDWARD | 41 ALBERT ST W |
| 603 | LAMMING,DAVE | CITY OF SAULT STE MARIE | TRANSIT SERVICE AREA |
| 604 | WAGNER,MATTHEW | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 606 | SHEWFELT,CHERYL | PANORMIC PROPERTIES | 621,627,631 MACDONALD AVE |
| 607 | FROST,CHRISTIAN | CITY OF SAULT STE MARIE | TRANSIT SERVICE AREA |
| 608 | ALISAT,THOMAS | ALISATS RUST PROOFING | 24 QUEEN ST W |
| 609 | ROBINSON,SHAWN | ALISATS RUST PROOFING | 24 QUEEN ST W |
| 610 | GREGANITI,BARETT | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 611 | MIZZI,PRESTON | WENDY'S | 1 QUEEN ST W |
| 613 | SULLIVAN,SHAWN | NORPRO SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 617 | SAVAGE,SAMUEL | G4S SECURITY | SAULT HOSPITAL |
| 618 | DEWING,SANDRA | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 619 | BERTO,DEBORAH | GATEVIEW REALTY INC. | 304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS |
| 620 | FERA,NORMAN | CITY OF SAULT STE MARIE | JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE |
| 622 | PROULX,PATRICK | CITY OF SAULT STE MARIE | JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE |
| 623 | AYTON,BENJAMIN | CITY OF SAULT STE MARIE | JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE |
| 624 | MIHAILIUK,JASON | CITY OF SAULT STE MARIE | JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE |
| 626 | CHARRON,ROBERT | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 627 | BAKER,WILLIAM | STANDARD PARKING | ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E |
| 628 | DEWAR,JEFFREY | G4S SECURITY | SAULT HOSPITAL |
| 630 | LAFRAMBOISE,CORY | G4S SECURITY | SAULT HOSPITAL |
| 631 | MACMILLER,TYLER | G4S SECURITY | SAULT HOSPITAL |
| 632 | SAVAGE,MATT | G4S SECURITY | SAULT HOSPITAL |
| 633 | HILL,MICHAEL | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 634 | TIBBLES,COLLEEN | STANDARD PARKING | ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E |
| 635 | BROUILLARD,BERNARD | EMBE SECURITY | |
| 636 | KLYM,TIMOTHY | NORPRO SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 637 | TOMASONE,LUIGI | LOU'S AUTOMOTIVE | 317 ALBERT ST E |
| 638 | SICOLY,TERESA | AIRPORT | 1-475 AIRPORT RD. |
| 640 | BRUNI,MICHAEL | NORPRO SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 641 | WILHEM,CHARLES | NORPRO SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 642 | COULTER,BRANT | CITY OF SAULT STE MARIE | BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX |
| 643 | SHAW,KEVIN | CITY OF SAULT STE MARIE | BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX |
| 644 | SANTA MARIE,ROBERT | CITY OF SAULT STE MARIE | JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE |
| 645 | RANDALL,JOSEPH | G4S SECURITY | SAULT HOSPITAL |
| 646 | GORTZ,ABBY | CITY OF SAULT STE MARIE | JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE |
| 647 | DAFOE,TRUDY | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 648 | ELWGREN,STEPHEN | NORPRO SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 649 | GRAHAM,STEVEN | FENGATE PROPERTY | 248 NORTHERN AVE |
| 650 | LANG,RICHARD | G4S SECURITY | SAULT HOSPITAL |
| 651 | HUTCHINSON, HILLARY | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 652 | MANGONE,MATTHEW | G4S SECURITY | SAULT HOSPITAL |
| 653 | BIOCCHI,CHRISTOPHER | AIRPORT | 1-475 AIRPORT RD. |
| 654 | PAVONI,JAKE | NORPRO SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 655 | LUNDRIGAN,JORDAN | G4S SECURITY | SAULT HOSPITAL |
| 656 | RICHARD,SHERI | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 657 | HOULE,LAURA | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 658 | TAIT,BARBARA | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 659 | MARCIL,BONNIE | STRICTLY CONFIDENTIAL INC | THE TECH/ RJ'S MARKET |
| 660 | SANDIE,KEVIN | STRICTLY CONFIDENTIAL INC | THE TECH/ RJ'S MARKET |
| 661 | MONK,AUSTIN | STRICTLY CONFIDENTIAL INC | THE TECH/ RJ'S MARKET |
| 664 | HAMMERSTEDT,ERIC | STRICTLY CONFIDENTIAL INC | THE TECH/ RJ'S MARKET |
| 665 | MATTHEWS,SUANNE | NORTHLAND ANIMAL HOSI | 695 TRUNK RD. |
| 666 | AITKEN,ANDREW | G4S SECURITY | SAULT HOSPITAL |
| 667 | MCLAUGHIN,RYAN | NORTHEAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 668 | GRECO,TYSON | NORTHEAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 669 | BOREAN,RICK | CITY OF SAULT STE MARIE | BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE.SPORTS COMPLEX |
| 670 | MCGUIRE,STEVE | REGENT PROPERTY | 402/302 BAY ST. |
| 671 | MCGUIRE,PATRICK | REGENT PROPERTY | 402/302 BAY ST. |
| 672 | LEWIS,RYAN | NORTHEAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 673 | CARTER,SHAWN | G4S SECURITY | SAULT HOSPITAL |
| 674 | DERASP,RICHARD | NORPRO SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 675 | KELLY,MATTHEW | G4S SECURITY | SAULT HOSPITAL |

**The Corporation of the**
**City of Sault Ste. Marie**

# C O U N C I L  R E P O R T

August 22, 2016

**TO:** **Mayor Christian Provenzano and Members of City Council**

**AUTHOR:** **Don Scott, Manager of Transit and Parking**

**DEPARTMENT:** **Public Works and Transportation Department**

**RE:** **Traffic By-Law Amendment**

---

## PURPOSE

The purpose of this report is to seek Council approval of amendments to the Traffic By-Law No. 77-200.

## BACKGROUND

The Transit Division of Public Works and Transportation has reviewed Traffic By-law 77-200 as it includes parking on Queen Street in the Downtown business core. Part of this review is to confirm the By-law matches what is currently in effect in the field. The following is a list of changes to the By-law that are required based on this field review and issues noted throughout the year.

## ANALYSIS

### Schedule A Section 6 - Parking Prohibited

Queen St., North Side - From 28.65M E from East St. to 36M E from East St.

Queen St., South Side - From 28.65M E from East St. to 47.8M E from East St.

Queen St., South Side - From 34.7M E from Gore St. to 41M E from Gore St.

## FINANCIAL IMPLICATIONS

There is no budgetary impact.

## STRATEGIC PLAN / POLICY IMPACT

The recommendations of this request are not linked to any activity of the Corporate Strategic Plan.

**RECOMMENDATION**

Resolved that the report of the Manager of Transit and Parking concerning the housekeeping update to the Traffic By-law 77-200 be accepted and furthermore that Council approve the Legal Department By-law 77-200 amendments, which is included in the agenda for today's meeting.

Respectfully submitted,

Don Scott
Manager of Transit and Parking

Recommended for approval

Larry Girardi
Commissioner of Public Works
and Transportation

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2016-102**

**AGREEMENT**: (H1.13) A by-law to authorize the execution of an agreement between the City and Amalgamated Transit Union (Local 1767) for the term commencing February 1, 2015 to January 31, 2019.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001, S.O. 2001*, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto attached and dated the 1st day of February, 2015 between the City and Amalgamated Transit Union (Local 1767) for the term commencing February 1, 2015 to January 31, 2019.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 22nd day of August, 2016.

_____

**MAYOR – CHRISTIAN PROVENZANO**

_____

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

MD LegalDept\Legal\Staff\BYLAWS\1. 2016\2016-102 Agreement Amalgamated Transit Union.doc

**AGREEMENT**

**Between**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**-and-**

**AMALGAMATED TRANSIT UNION (LOCAL 1767)**

**February 1, 2015 to January 31, 2019**

# INDEX


| Article | | Page No. |
|---|---|---|
| 1 | Purpose | 1 |
| 2 | Recognition - Union Dues | 1 |
| 3 | Discrimination | 2 |
| 4 | Health & Safety | 2 |
| 5 | Management | 2 |
| 6 | Discipline | 4 |
| 7 | Grievance Procedure | 5 |
| 8 | Arbitration Procedure | 6 |
| 9 | Probationary Period | 7 |
| 10 | Seniority | 7 |
| 11 | Leave of Absence | 11 |
| 12 | Hours of Work and Overtime | 13 |
| 13 | Rates of Pay | 15 |
| 14 | Specified Paid Holidays | 16 |
| 15 | Vacations | 17 |
| 16 | Welfare | 19 |
| 17 | Pensions | 22 |
| 18 | Uniforms | 23 |
| 19 | General Rules | 24 |
| 20 | Duration | 25 |
| | Appendix B | 25 |
| | Letters of Understanding | |
| #1 | Coffee Breaks | 27 |
| #2 | Loss of Licence | 28 |
| #3 | Joint Consultation Committee | 30 |
| #4 | Preferred Provider | 32 |
| #5 | Uniform Point System | 33 |
| #6 | Specified Holiday Pay | 35 |
| #7 | Vacation Scheduling | 36 |
| #8 | Video Surveillance Cameras | 37 |
| #9 | Para Bus Runs on Paid Holiday | 39 |
| #10 | Specified Paid Holidays | 40 |
| #11 | Paid Approved Union Leave (P.A.U.L.) | 42 |
| #12 | Shift Differentials | 44 |
| #13 | Use of Vacation Floater Days | 45 |

# A G R E E M E N T

Made and entered into this 1ST day of February 2015

BETWEEN

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**
(Hereinafter called the "City")
of the first part

-AND-

**AMALGAMATED TRANSIT UNION (Local 1767)**
(Hereinafter called the "Union")
of the second part

WITNESSETH that in the operation of the lines of the Transit system both parties mutually agree as follows:

## ARTICLE 1:00 PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the City and its employees and to provide the machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all the employees who are subject to the provisions of this Agreement

## ARTICLE 2:00 RECOGNITION - UNION DUES

2:01 The City recognizes the Union as the exclusive collective bargaining agent for all those employees in the classification of Operator and hereby consents and agrees to negotiate with the Union or any authorized committee thereof on matters affecting the relationship between the parties to this Agreement looking towards a peaceful and amicable settlement of any differences that may arise between them.

2:02 All Operators will join the Union after thirty days as a condition of employment subject to the probationary period in Article 9:01.

2:03 The City will deduct, from the wages of each employee, on completion of thirty days of employment, the current monthly union dues as set out from time to time, and remit same to the Union.

2:04 The City will be held free of liability in the event of omissions or in the event of incorrect deduction of union dues.

## ARTICLE 3:00 DISCRIMINATION

3:01 The City and the Union agree not to discriminate against any employee because of their membership in the Union nor for any reason set out in the Ontario Human Rights Code.

3:02 Whenever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine had been used wherever the contract so requires.

## ARTICLE 4:00 HEALTH & SAFETY

4:01 All employees shall work in accordance with the Occupational Health & Safety Act and Operators shall obey the orders of the Dispatcher and/or Supervisor to ensure the system is at no time impaired. Employees shall report health and safety concerns to the Inspector.

## ARTICLE 5:00 MANAGEMENT

5:01 The Union acknowledges and recognizes that the management of the transit system and the direction of the working forces are fixed exclusively with the City, except as specifically limited by the express provisions of this contract, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the City to hire, promote, demote, transfer, suspend or otherwise discipline and discharge any employee for just cause, subject to the rights of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

5:02 The Union further recognizes the right of the City to operate and manage the City business in all respects in accordance with its commitments and responsibilities.

5:03 The Union further recognizes the right of the City to make or alter rules and regulations from time to time which in the City's discretion are deemed necessary for the safe, continuous, effective, and efficient, operation of the services. The City will advise the Union Representatives of such rules and regulations, or changes to rules and regulations, prior to the implementation of such rules or regulations. No such rule or regulation shall be inconsistent with the terms of this agreement.

5:04 The City agrees to give the Union as much notice as possible as determined within the sole discretion of management of the City of the implementation of any major technological change which will result in lay-offs or termination of employees covered by this contract.

5:05 The Union Negotiating Committee shall be made up of three (3) members of ATU Local 1767 and an International Representative. The Corporation shall pay the ATU members (our employees) their shift value for any day during which Contract Negotiation meetings take place with the Transit Negotiating Committee. Preparation time of the Union Negotiating Committee is not paid. The Union Negotiating Committee must inform their Supervisor which days of their regular shift schedule shall be affected, no later than the Friday prior to the week in which negotiations occur. No overtime premium can be created for a member of the Union Negotiating Committee by working a regularly scheduled shift in a pay week in which negotiations occur.

5:06 The City recognizes the Legislative Representative of the Union in the performance of his legislative duties. The work of the Legislative Representative will be at no cost, and at no time lost to the City.

It is understood that when a designated representative of the Union is requested to attend with an employee at a meeting with the Employer to discuss a disability accommodation plan, such representative shall not suffer a loss of wages for the time attending such meeting.

5:07 The parties agree to establish a Joint Consultation Committee with equal representation from each party to deal with matters of mutual concern relating to the workplace. The terms and conditions of such Committee will be established by the parties.

5:08 The parties hereby agree that there shall be no restriction on contracting out by the City of their work or similar work and to the degree now

performed by employees represented herein. Provided however, that no permanent employee who has completed four (4) years of service will be laid off due to contracting out.

5:09 The City will provide one (1) bulletin board in the main Transit Building and one (1) bulletin board in the Transit Terminal building in areas accessible to employees for the posting of Union notices.

## ARTICLE 6:00 DISCIPLINE

6:01 The following regulations are agreed upon as to discipline. Any employee against whom charges may be received will be required to report when off duty to the Supervisor Transit Operations. His case will then be considered by the proper officials of the City and will be dealt with in accordance with the following principles:

(1) For minor cases the employee is to be warned. After two warnings, a minor case becomes a serious case.

(2) For serious cases, including drunkenness, drinking while on duty, drinking in uniform or drinking on buses, destruction of property, accidents through carelessness or neglect, missing fares through neglect, carrying friends free, incivility to passengers, profanity on buses, or on the premises of the Transit Department, the employee may be disciplined or released from further service.

(3) For absenting themself from duty without leave or being absent without leave the employee may be released from further service.

(4) For habitually reporting late, or habitually gambling on the premises after being duly warned, or for abuse of Employer's passes, the employee may be released from further services.

6:02 No Operator shall be dismissed without just cause. A proper investigation will be held with the employee and their union Representative by the Manager of Transit & Parking or the designate. The Operator will be advised, in writing, of the charges against them and the time and place of the investigation. The Operator in question shall be advised of the decision within five (5) working days.

6:03 Should the Operator in question not be satisfied with the decision rendered, the employee shall have the right to appeal through the grievance procedure of this agreement.

## ARTICLE 7:00 GRIEVANCE PROCEDURE

7:01 Should a dispute arise between the City and any employee(s) regarding the interpretation, meaning, operation or application of the terms of the Agreement including any questions as to whether a matter is arbitratable or where an allegation is made that the Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner providing such grievance is established within 15 calendar days of the occurrence of the facts or events which gave rise to the matter in dispute. Requests for grievance hearings and replies following such hearings shall be in writing at all steps.

COMPLAINT

Grievances shall first be dealt with as a complaint.

It is understood that there is no grievance until the Manager of Transit Services or representative has first had the opportunity to adjust the complaint. Any resolution to a complaint at this step is understood to be without precedent or prejudice to either party.

STEP I The employee, who may be assisted by a representative of the Union, shall discuss the case with the Area Coordinator Transit & Parking. Such discussion shall take place within ten (10) days of receipt of the grievance. The Area Coordinator Transit & Parking shall render their decision within five (5) calendar days of the hearing.

STEP II If the Union considers that a satisfactory settlement was not reached at Step I, it may, within ten (10) calendar days of receipt of the reply at Step I, request a hearing by the Manager of Transit & Parking, or the designate. Such hearing will be held within fifteen (15) days of the request. The request will state the reason or reasons the answer at Step I was unsatisfactory and in what manner the City's interpretation of the contract clause is disputed. The Manager of Transit & Parking or their representative shall render a decision within five (5) calendar days of the hearing.

STEP III If the Union considers that a satisfactory settlement was not reached at Step II, it may within ten (10) calendar days of receipt of the reply at Step II, request a hearing by the Commissioner of

Human Resources, or the designate. Such requests shall state the reason or reasons the answer at Step II was unsatisfactory and in what manner the City's interpretation of the contract clause in question is disputed. The Commissioner of Human Resources or the designate shall render a decision within five (5) calendar days of the hearing.

STEP IV If the Union considers that a satisfactory settlement was not reached at Step III, it may, within ten (10) calendar days of receipt of the Step III reply, request a hearing by the Chief Administrative Officer. Following this meeting the Chief Administrative Officer shall render a decision within ten (10) calendar days of the hearing.

7:02 GENERAL GRIEVANCE

If a dispute arises directly between the City and the Union regarding the general interpretation, application or alleged violation of the terms of the collective agreement, either the Union or the City may file a grievance commencing at Step III of the grievance procedure provided a written grievance is filed within fifteen (15) calendar days of the occurrence of the incident giving rise to the dispute. The grievance shall provide the particulars of the incident, the clause(s) of the collective agreement allegedly violated, and the redress sought.

7:03 The time limits fixed in the Grievance procedure must be observed unless extended by mutual agreement between the parties.

7:04 NO STRIKES OR LOCKOUTS

In view of the orderly procedure established herein for the disposition of grievances and complaints, the City agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the Services of the City for the duration of this Agreement.

## ARTICLE 8:00 ARBITRATION PROCEDURE

8:01 If the Union considers that a satisfactory settlement was not reached at Step IV of the Grievance Procedure, it may, within ten (10) calendar days of receipt of the Step IV reply, request that the grievance be

referred to arbitration in accordance with the Labour Relations Act of Ontario. A Board of Arbitrators shall not alter, modify or amend any part of the Agreement or make any decision inconsistent with its provisions. However, the Board shall have the power to dispose of a discharge or discipline grievance in a manner which in its opinion, it deems just and equitable. The decision of the Board may be made retroactive to the day when the employee first placed the question before the City by filing of a written grievance.

Each of the parties hereto will bear the expense of its appointed Nominee to the Board of Arbitration and the parties will jointly bear the expense of the Chair of the Arbitration Board.

The time limits fixed in the Arbitration Procedure must be observed unless extended by mutual agreement of the parties.

## ARTICLE 9:00 PROBATIONARY PERIOD

9:01 For new employees there shall be a probation period of one hundred and sixty (160) hours for the initial operator training period and one thousand and forty (1,040) hours in active service. If the new employee is not satisfactory and/or does not show aptitude for the work, the employee may be released at any time within that limit without constituting a cause for grievance.

## ARTICLE 10:00 SENIORITY

10:01

(a) Seniority rights of Operators will be exercised only as provided in this Agreement.

The right to pick a regular posted assignment shall be governed by seniority. Where such assignments have two complete shifts, the Operators assigned to such assignments shall alternate shifts a week about. Regular assignments, as designated by the Employer, shall be runs which require approximately a standard work week of not less than forty (40) hours. An employee performing a regular assignment shall have their pay reduced by any part of the assignment not performed by the employee.

Any route changes that affect run duration will be deferred until the next formal pick.

Operators shall make their choice of assignments according to seniority. Such assignments are to take effect the first Sunday which starts a pay period in the months of March, June, September and December. Operators will select such assignments during the third week prior to the effective date of the pick. Operators will make their picks by seniority as follows:

| | |
|---|---|
| Tuesday - Operators | 1 - 12 |
| Wednesday - Operators | 13 - 24 |
| Thursday - Operators | 25 - 36 |
| Friday - Operators | 37 - 48 |
| Saturday - Operators | 49 - 60 |
| Sunday - Operators | 61 - end |

Pick periods will be scheduled at 40 minute time intervals until 4:00 P.M. of the pick day. If an Operator fails to pick an assignment as scheduled, such Operator will be assigned to the spareboard. If an Operator is off sick or on compensation at the time of the pick, the Operator shall present proof at the designated pick time, by a medical practitioner that the Operator will be able to return to work within 30 days of posting of the pick in order to exercise the Operator's pick privileges. If the Operator fails to return to work within 30 days of the Operator's designated pick time, upon the Operator's return, the Operator will be assigned to the spareboard for the duration of the pick.

Regular assigned Operators will be allowed to forfeit without pay, a two (2) hour lunch relief assignment (or such longer period that is a lunch relief assignment) when that assignment is their only assigned work for that day. Upon picking their run assignment, they will sign a form stating that they do not wish to work the assignment in question for the duration of the pick.

(b) Operators scheduled to work greater than five (5) consecutive hours will be provided a thirty (30) minute paid lunch period.

10:02 The seniority rank of Operators entering the service will be determined by the hour and date first service is performed for which pay is received under this Agreement, without instruction. In establishing the first seniority roster it is understood that only the service performed for the

Transit Department by the individual Operators will be considered. A current seniority roster will be posted February 1st each year. Any protest in seniority rosters must be made in writing within thirty (30) days from time of posting or no further action will be taken. Current seniority rosters and other information relative to seniority or leave of absence will be furnished to the Union representative.

10:03 Seniority is an exclusive right and under the jurisdiction of Local 1767 of the ATU. All employees shall hold their seniority in accordance with their continuous employment with the Corporation of the City of Sault Ste. Marie Transit Services.

Top 3 Spareboard Operators (not on Sick Leave or WSIB) may choose to start their work week on Monday. Their choice will be in effect for the duration of the pick. If a Relief Inspector occupies one of these positions, it will be passed down to the next senior Spareboard Operator. Relief Inspector's days off will be assigned at the discretion of the Scheduler.

When Spareboard Operators are required, the senior operator in point of service will be called for duty, and will be paid a minimum of two (2) hours. The employee will be paid for all time worked, computed on the closest 5 minute basis. Where practical, and where no added costs to the Employer are incurred, rest days will be assigned in consecutive pairs.

An Inspector will be allowed to cover emergency work until an Operator reports for duty.

When an Operator who is on a regular picked run is called out from home to report for work within the hour, the employee will be paid a 4 hour minimum call out. Such call out hours will not be used in the calculation of overtime under Article 11:00.

10:04 When a spare Operator is called and not available for work, the next in point of service will be called and so on until the vacancy for a spare Operator is filled. Spare Operators who have been called and are not available shall lose their turn.

10:05 The City will select the Operators to be sent on charter trips outside the City limits.

10:06 When forces are reduced, Operators shall be taken off in the reverse order of seniority and will retain all rights and privileges. Operators furloughed on account of reduction in forces will be privileged to work elsewhere and retain their seniority. They must maintain on record with the City their correct address and renew same every thirty (30) days. Operators will be called back to service in seniority order according to the following procedure.

The City will advise each Operator to be recalled by registered mail or telegram.

A copy of such recall notice will be furnished to the Union representative. An Operator receiving such notice will acknowledge receipt of same by registered mail or telegram within seven (7) days, advising the City that the employee will be available for service, which date must not be later than fifteen (15) days from the date the City forwarded recall notices. In extenuating circumstances the fifteen (15) day time limit may be extended at the discretion of the Manager of Transit & Parking. Furloughed Operators failing to comply with these regulations will forfeit their seniority rights and be considered as out of service.

10:07 An operator appointed to a position not governed by this Agreement provided the appointment is less than six (6) consecutive months, shall have the right to return to their position as Operator without loss of seniority.

10:08 An employee's employment shall be considered terminated and their seniority cancelled when:

(a) the employee quits their employment, or

(b) the employee is discharged for cause, or

(c) the employee overstays a leave of absence without reasonable cause.

(d) (a) The parties agree to the following conditions regarding employees absent from work due to non-occupational illness or accident:

(i) During the first twelve (12) months of any such absence the City agrees to provide at its cost all benefits set out in articles 16:01 and 16:02.
(ii) At the end of such twelve (12) month period, such employee will be responsible for the total cost of all benefits set out in Articles 16:01 and 16:02.
(iii) The City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated.

(b) An employee who is absent from work due to an occupational illness or accident for which WSIB is paid will be provided as follows:

(i) During the first 24 months of such absence the City will provide at its cost all benefits set out in Articles 16:01 and 16:02.
(ii) At the end of such month period such employee will be responsible for the total cost of all benefits set out in Articles 16:01 and 16:02.
(iii) The City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated.

(e) It is understood that the provisions of 10:08(d)(a)(iii) and 10:08(d)(b)(iii) must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.

## ARTICLE 11:00 LEAVE OF ABSENCE

11:01 An Operator held off duty to attend court, or inquests, or investigations, or subpoenaed as a Crown witness, in which the Operator is not implicated shall be paid for time lost and reasonable actual expenses. This clause applies only to circumstances occurring while on duty.

11:02 All Employees covered by this Agreement, if called for Jury Duty, will be paid the difference between Jury Duty pay and their regular wages, by the City, for the hours they would normally have been scheduled for work. The employee will present proof of Jury Duty and the amount of pay received.

11:03 Any Operators serving on a committee representing Operators as employees shall not be discriminated against, and shall have leave of absence upon request to serve on such committee. Such a request shall be made at least 24 hours in advance.

11:04 The City may grant, in writing, a leave of absence without loss of seniority and without pay for a period of up to 6 months to any Operators requesting such leave in writing for a good and sufficient cause. For leaves of absences greater than 6 months, the Letter of Understanding dated March 2, 1988, shall apply.

11:05 Any Operator having been absent in excess of five (5) days in succession, thereby forfeits all rights with the City except in the case of sickness, or when leave of absence has been granted. No leave of absence shall be extended to exceed six (6) months, nor reinstatement made after six (6) months continuous absence, except in case of sickness or on active service during war period.

11:06 When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay up to a maximum of four (4) working days for any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral. If the funeral is more than two hundred kilometers (200 km) from Sault Ste. Marie, the four (4) working days shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.

Immediate family means: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, mother-in-law, father-in-law. Leave of absence without loss of pay for four working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) day shall be granted to an employee to attend the funeral of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt and uncle. Non attendance at the funeral regardless of distance disqualifies the employee from funeral leave.

"Spouse" means a person

(a) to whom a person is married, or
(b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,
    (i) have cohabited for at least one year
    (ii) are together the parents of a child, or
    (iii) have together entered into a cohabitation agreement under section 53 of the *Family Law Act*: ("conjoint")

11:07 Notwithstanding the length of service of an employee, the Employer will provide Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act.

## ARTICLE 12:00 HOURS OF WORK AND OVERTIME

12:01 Each regularly assigned Operator will be scheduled as nearly as possible, to forty (40) hours work or held for duty hours a week and will be paid not less than eighty hours at pro rata rate in a two week pay period. Two days off each week will be consecutive whenever possible. Pay period earnings provided above will be reduced in proportion to scheduled work or held for duty hours that the Operator fails to be available for.

12:02
(a) Ten (10) hours will constitute a day's work for all Regular Operators with the exception of those Regular Operators on Parabus assignments who will have a regular workday of eight (8) hours. Rates of time and one half to the closest 5 minutes will be paid for all:

- hours worked or held for duty in excess of ten (10) hours per day or eight (8) hours per day if a Regular Para Bus Operator;
- in excess of 80 pro rata hours in a two week pay period;

Pay period earnings will be calculated with one-week vacation equaling 40 hours in the calculation of overtime.
There will be no pyramiding of overtime hours.

(b) Spareboard Operators assigned to Parabus duties may work up to ten (10) hours per day at straight time.

12:03 The Overtime Call List will be posted with the regular run pick and will

remain in effect for the duration of the pick. Regular operators must sign this list to be eligible to work overtime. Operators who sign off the Overtime Call List will not be eligible to sign on until they notify the Area Coordinator Transit & Parking or the designate in writing of their intent. Such Operators will have their names placed at the bottom of the Overtime List. Spareboard operators will automatically be placed on the Overtime Call List.

Operators who have signed the overtime call list will be called in seniority rotation so that overtime turns are distributed as equitably as possible. A turn of overtime will be equal to ten (10) hours worked or refused.

When an Operator is called for overtime service and fails to respond, the Operator loses their overtime turn, except those Operators on vacation, on W.S.I.B., or on paid sick leave, will not be charged a turn of overtime. Refusing short changes (less than 8 hours) or double shifting will not be recorded as a refusal.

A chart will be posted weekly for each pick period indicating the hours of overtime worked or refused by each Operator. The hours of worked or refused overtime will be active for the duration of the pick period. Any imbalances in the equitable distribution of overtime hours will be corrected as soon as practically possible.

12:04 Provided Spareboard Operators are available within the two (2) week scheduling period as determined by the Employer, and prior approval of the Employer is obtained, an Operator may request time off without pay only with the current posted assignment period up to a maximum of forty (40) hours per calendar year. This excludes requested time off without pay for “short changes” (i.e. “short changes” are 8 hours or less).

12:05 An Operator will be allowed ten minutes reporting time before a bus leaves the garage.

12:06 Regular Operators will be allowed to change their scheduled shifts daily, weekly, or for the duration of the pick. Vacation is part of the scheduled change when Operators switch for the duration of the pick.

No Operator will work more than eleven (11) consecutive shifts in order to facilitate shift changes. The shift change and the payback must be marked up together.

All shift changes involving Spareboard must be approved by the Employer three (3) days prior to change date.

12:07 Notwithstanding any other provision in the collective agreement, an Operator scheduled to perform charter work will be paid a minimum of one (1) hour and effective February 1, 2010 a minimum of two (2) hours at the applicable rate of pay.

## ARTICLE 13:00 RATES OF PAY

13:01 Amend rate of pay for regular Operators and Para bus Operators as follows:

Effective the 1st full pay period following ratification of the Memorandum of Settlement by the parties, increase wage rate expired on January 31, 2015 by applying a 1.5% increase which results in a wage rate of $25.39.

Increase wage rate by 1.5% to $25.77 effective February 1, 2016.

Effective February 1, 2017, increase wage rate by applying a 1.5% increase which results in a wage rate of $26.16.

Effective February 1, 2018, increase wage rate by applying a 1.8% increase which results in a wage rate of $26.63.

A new Operator will receive the full hourly rate as soon as the employee takes over operational driving on their own.

13:02 New employees breaking in will be paid 1/2 time until judged capable of taking over operation duties on their own. Such employees will not work over ten (10) hours in one day or the normal hours in the week.

13:03 The City agrees to make payroll deductions for employees making contributions to the Northern Credit Union.

13:04 Paydays will be every second Thursday.

13:05 An Operator leaving the City's services shall be paid at the earliest practical time and shall be given a service letter over the signature of the Manager or the designate upon application, stating reasons for leaving, capacity in which the employee was employed and length of service with

the City.

13.06 Employees covered by this Agreement shall be paid every second Thursday by direct payroll deposit.

## ARTICLE 14:00 SPECIFIED PAID HOLIDAYS

14:01 Regular route runs on a Specified Paid Holiday will be paid what the run would normally have paid had it not been a holiday.

Spareboard employees on a regular run will be paid what the run would pay a regular assigned Operator. Unassigned employees on the spareboard will receive eight hours pay for all Specified Paid Holidays.

The following shall be considered paid holidays:

| | |
|---|---|
| New Year's Day | Family Day (3rd Monday in February) |
| Good Friday | Easter Sunday |
| Victoria Day | Canada Day * |
| Civic Holiday | Labour Day |
| Thanksgiving Day | Remembrance Day |
| Christmas Day | Boxing Day |

* When Canada Day falls on a Sunday, it shall be considered a regular work day and the Holiday will be the Monday.

14:02 (a) An employee required to work on the day of observance of a Specified Paid Holiday shall be paid 1 ½ times their regular rate for the hours worked in addition to this holiday pay.

(b) An employee required to work on their regular day off on the day of observance of a specified paid holiday shall be paid two times their regular rate for such hours worked in addition to their holiday pay.

14:03 In order for an employee to qualify for any of the above rates of specified holiday pay an employee must have worked their last scheduled shift prior to and their first scheduled after the day on which the specified paid holiday is celebrated unless absent on authorization of the Manager or their appointee. Such authorization will not be withheld unreasonably.

Section 12:06 has no bearing on this section.

14:04 On a specified paid holiday an Operator holding a steady run which is working on that day will be required to work, except to the extent that the employee is able to arrange relief. See letter number ten (#10) for Holidays with Reduced Service.

## ARTICLE 15:00 VACATIONS

15:01 When an Operator has completed one calendar year service with the City, the employee will be entitled to two (2) weeks vacation with pay at 4% of their total wages paid to the employee the previous year.

15:02 After five (5) years of continuous service the employee will be entitled to three (3) weeks vacation with pay at 6% of their total wages paid to the employee the previous year.

15:03 After ten (10) years continuous service the employee will be entitled to four (4) weeks vacation with pay at 8% of their total wages paid to the employee the previous year.

15:04 After fifteen (15) years continuous service the employee will be entitled to five (5) weeks vacation with pay at 10% of their total wages paid to the employee the previous year.

15:05 After twenty (20) years continuous service the employee will be entitled to six (6) weeks vacation with pay at 12% of their total wages paid to the employee the previous year.

15:06 Based on 12% of previous year's pay:

All employees who have completed 25 continuous years of service and are in the 26th year shall be allowed six (6) weeks plus one (1) day

All employees who have completed 26 continuous years of service and are in the 27th year shall be allowed six (6) weeks plus two (2) days

All employees who have completed 27 continuous years of service and are in their 28th year shall be allowed six (6) weeks plus three (3) days

All employees who have completed 28 continuous years of service and are in their 29th year shall be allowed six (6) weeks plus four (4) days

15:07 After thirty (30) years continuous service the employee will be entitled to seven (7) weeks vacation with pay at 14% of their total wages paid to the employee the previous year.

15:08 Vacation Selection Schedule:

(a) Operators by seniority will select their vacation pick at scheduled times. Vacation pick periods will be scheduled at two hour intervals beginning November 1st, 7 A.M. to 5 P.M., continuing seven days a week until the first round vacation pick is completed. The second round of the vacation pick will begin the day following the completion of the first round vacation pick and will continue until completed.

Example:

| | | | |
|---|---|---|---|
| November | 1 | Operator 1 to 5 | |
| | 2 | Operator 6 to 10 | 1st round pick |
| | 3 | Operator 11 to 15 | 3 wks. selection |
| | 14 | Operator 81 to end | |
| November | 15 | Operator 1 to 5 | |
| | 16 | Operator 6 to 10 | 2nd round pick |
| | 17 | Operator 11 to 15 | remaining weeks |

Daily time schedule:

Operator #1 - 7 AM to 9 AM
Operator #2 - 9 AM to 11 AM
Operator #3 - 11 AM to 1 PM
Operator #4 - 1 PM to 3 PM
Operator #5 - 3 PM to 5 PM

(b) Failure of an Operator to select their vacation pick in their scheduled time will result in the loss of their vacation pick until such time as they notify Transit Management of their desire to make their vacation picks. Upon notification to Transit Management of their desire to make a vacation pick, the Operator will be allowed to pick immediately after the Operator who is scheduled in that time frame makes their pick. The pick schedule will then continue on as scheduled.

(c) Operators who cannot be present to select their vacation pick will be permitted to telephone their choice or leave their choice with the Supervisor Transit Operations or the designate, who will record the pick on behalf of the Operator.

(d) The Vacation Selection Schedule will be posted October 15th each year. Operators will be responsible to check their number and time schedule for their vacation pick, as numbers and times of selection may change each year.

15:09 Should an Operator be on L.T.D., Weekly Indemnity or WSIB at the time when their annual vacation is scheduled to occur, the vacations will be rescheduled to a time mutually agreed to between the employee and their Supervisor and will be rescheduled within two weeks of return to work, from among vacation openings existing as of January 1st of that calendar year.

## ARTICLE 16:00 WELFARE

16:01 The City agrees to provide the following welfare benefits to employees classified as Operator II with the City paying 100% of the premiums for such benefits:

Ontario Health Insurance Plan

Life Insurance plus A.D. & D. $38,000.00

Weekly Accident and Sickness Benefit – Effective January 1, 2016:

The amount of the Weekly Accident and Sickness Benefit shall be sixty percent (60%) of basic weekly earnings. It is understood and agreed by the parties that in return for this benefit the full U.I.C. rebate on premiums shall be retained by the City.

Green Shield Extended Healthcare Benefit

Benefit changes effective the first of the month following ratification of the Memorandum of Settlement by the parties:

- $9.00 drug card system (drug plan is voluntary generic substitution).
- Vision Care (eyeglass subsidy $350.00 every two years). Amount of Vision Care can be used for Eye Vision Lasik Surgery or contact lenses.
- One (1) eye examination by a licensed ophthalmologist or optometrist every twenty four (24) consecutive months.
- Pharmacy dispensing fees capped at $10 per prescription. No O.T.C.

drug coverage with the exception of those deemed by the insurer to be “life sustaining”.

- Orthotics – 50% / 50% co-share.
- Orthodontic - $2000.00.

Effective October 1, 2012 newly hired employees shall have a prescription drug plan at 90% City / 10% employee co-share.

Effective February 1, 2018 Vision Care will increase to $400 and Orthodontic will increase to $2500.

Cap Private Duty Nursing @ ninety (90) – eight (8) hour shifts per year.

Long Term Disability to provide 60% of an employee's basic hourly rate after 26 weeks with Canada Pension Plan as a primary offset.

Coverages for Group Life Insurance and Long Term Disability Insurance shall normally be adjusted effective on the first day of February following, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of the settlement. Coverage shall be in accordance with the terms and conditions of Great West Life Policy #320925 Division 9.
The inclusion of the policy number is for identification only and will not affect other articles of the Collective Agreement.

- **Active Employees Over Age 65**

  Effective the 1st of the month following ratification of the Memorandum of Settlement by the parties, provide the following benefits to employees who continue to be actively employed beyond age 65:

  - Limited Extended Health Care to retirement or age 70 max. No dependent coverage with the exception of spouse.

    1. Drug plan capped at $1000 per annum. Remains 90%/10% co-insurance; $9 dispensing fee cap; no OTC. Dependent Spouse under age 65 not subject to $1,000 per annum cap.
    2. Paramedical capped $500 per annum.
    3. Vision Care - $200/24 months. No eye examination coverage.
    4. No coverage of medical items.

5. Orthotics – 50% / 50% co share

- Life: Reduce to $10,000 fixed to retirement or age 70 max.

Benefits implemented effective the first of the month following the date the employee attains age 65.

16:02 Employees will be provided with Green Shield Dental Plan #9 with Rider #3 ($1,500 orthodontic limit), on the basis of one year behind current O.D.A. fee schedule.

16:03 Overage Dependent Coverage to age twenty five (25) is included in the Green Shield Extended Health Care and Dental coverage.

16:04 An employee absent on sick leave must furnish a medical certificate stating the nature of their illness if requested by Management.

An employee on sick leave for 30 days or more must furnish a certificate of physical fitness to return to duty.

The City will reimburse the employee up to $50 for medical information requested by the Employer (The City). This does not include Great West Life forms.

16:05 An employee hurt in an industrial accident shall be paid for the scheduled time lost on the day the employee was injured at their regular rate including any overtime premium.

16:06 The City shall provide transportation pay for the time spent by employees during their regular shift hours for medical treatment required as a result of an industrial accident or industrial disease incurred or contracted while in the employ of the City. It is not the intent of the above provisions to make the City responsible for the payment of such time and transportation which is compensated by WSIB.

16:07 An employee who is absent from work without pay for 30 days or more shall be fully responsible for the payment of the total cost of premiums for the benefits outlined in Articles 16:01 and 16:02.

16:08 Every employee shall be fully responsible for keeping the City informed of changes in their marital status or the number of dependents within 15 days of the change. The Corporation shall have the right to recover by payroll deduction, any amounts of premiums paid in excess of such proper premiums as a result of not being properly informed by an

employee of their status for the purpose of insurance and medical coverages.

16:09 The City shall have the right to determine the carrier of such benefits. All refunds, reduction of premiums, dividends, etc., shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union.

16:10 (a) Operator I

New Operators *hired on or after April 1, 2003* will be provided with the following welfare benefits during the first three thousand seven hundred and fifty (3,750) hours of work with 100% of the premium paid by the City:

- Prescription Drug Benefit Plan at 90/10% Co-insurance*
  * Drug benefit subject to elimination of OTC's & $8 dispensing fee cap.

- Vision Care $100 per 24 months

(b) While it is understood that employees in the Operator I and Operator II classifications may work on an as required basis, the inclusion of this clause is not to be interpreted as Part-Time Employees.

## ARTICLE 17:00 PENSIONS

17:01 All employees covered by this Agreement will participate in the Ontario Municipal Employees Retirement System and the Canada Pension Plan in accordance with the applicable statutes. Employees may become eligible for OMERS enrolment based on the following conditions provided they do not contravene the OMERS regulations:

1. An employee shall be enrolled at "Other Than Continuous Full Time" if they work 700 hours in each of two (2) consecutive years in the third year commencing employment.

2. Upon picking a regular posted assignment ("Picked Run") as per Article 10:01 (a) such employee shall be enrolled in OMERS as Continuous Full Time. Upon completion of the posted assignment if the operator returns to Spareboard

3. such employee will remain enrolled as Other Than Continuous Full Time.

4. Upon working the hours identified in Article 16:10 (a) an Operator I shall be enrolled in OMERS as Continuous Full Time.

17:02 The City agrees to pay the premium for the Green Shield Extended Health Care Plan inclusive of the Card System Drug Plan from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. It is understood that any improvements, or any other revisions agreed to by the parties to the Green Shield Extended Health Care Plan will be applicable to the Green Shield Extended Health Care Plan for retirees under this clause. It shall also exclude payment to any retired employee engaged in full time employment. Retirement is defined as the leaving of employment and receiving an unreduced early retirement pension from O.M.E.R.S.
(Note: Employees, who are subject to the 90% / 10% co-insurance under the Prescription Drug Plan and retire, shall only be eligible for 90% / 10% co-insurance for the Prescription Drug Plan under this clause.)

All employees upon retirement may revert to $10,000 Group Life Insurance up to age 65, 100% of the cost to be paid by the employee.

The intent of this clause as it pertains to benefit entitlement is understood not to include an “OMERS Disability Pension” as defined in the OMERS Regulations.

17:03 Any employee retiring on the Company Pension Plan will be granted a lifetime pass.

## ARTICLE 18:00 UNIFORMS

18:01 Employees shall be required to wear uniforms as designated by the City.

18:02 An Operator leaving the service of the City shall return the latest issue of uniforms.

## ARTICLE 19:00 GENERAL RULES

19:01 An Operator will be responsible to collect and turn in any articles found in the bus.

19:02 When Operators are sent out of town they shall be allowed actual reasonable expenses for meals and sleeping accommodations when claim is accompanied by receipts.

19:03 An Operator shall use their own judgment when operating any bus and if in their opinion the bus is not mechanically safe, it must be reported to the garage immediately.

19:04 Operators shall not be required to pay fines on account of damages to City equipment other than for violation of the Highway Traffic Act.

19:05 All employees covered by this Agreement shall be provided with a pass on buses.

19:06 A meal allowance of $11.75 (effective the first of the month following ratification of the memorandum of Settlement by the parties) will be paid, to all Operators called to report within the hour for a full overtime shift. (Increase Meal Allowance to $12.00 effective February 1, 2013 and to $12.25 effective February 1, 2014.)

19:07 (a) When an employee is retained before or after a shift to complete an Accident/Incident Report, the employee shall be paid fifteen (15) minutes at straight time.

(b) When an employee is retained before or after a shift to meet with the City's insurance adjuster, the employee shall be paid in accordance with the collective agreement for the time in attendance at such meeting as approved by the Manager of Transit & Parking or designate.

19:08 In the event the Corporation sells, merges, leases or transfers its' business, the person to whom the business has been sold, merged with, leased to or transferred to shall become the successor employer as deemed by the laws of Ontario or any statute, legislation, or any other applicable regulation. Further, the employees of Transit Services (Operators) shall continue to enjoy their full seniority in this new arrangement.

## ARTICLE 20:00 DURATION

20:01 This Agreement shall be effective from February 1st, 2015 and shall remain in effect until January 31st, 2019 and shall thereafter continue from year to year unless not more than one hundred and twenty (120) days nor less than 30 days before the expiration date, either party shall give written notice to the other party that it desires revision, modification or termination of this Agreement at its expiration date. Negotiations shall then be scheduled between said parties within ten (10) days of such notice.

Appendix B

The parties hereby agree to meet through joint consultation by December 31st, 2015 to discuss options regarding "The Vacation Swing-board Concepts".

**FOR THE EMPLOYEES**

*"L. LOWIS"*
Chair
AMALGAMATED TRANSIT UNION
GENERAL COMMITTEE OF ADJUSTMENT

*"J. COCCIMIGLIO"*
WITNESS

*"K. WATKINS"*
WITNESS

**FOR THE CITY**

*"CHRISTIAN PROVENZANO"*
MAYOR

*"MALCOLM WHITE"*
CITY CLERK

## LETTER #1

## LETTER OF UNDERSTANDING

## BETWEEN

## AMALGAMATED TRANSIT UNION LOCAL 1767

## AND

## THE CITY OF SAULT STE. MARIE

## COFFEE BREAKS

The Parties agree that the issue of paid coffee breaks is resolved with the City converting the cost of free unlimited coffee and soft drinks into the hourly rate of pay.

Agreed to this 8th day of June, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| *"LOU LOWIS"* | *"PETER NIRO"* |
| *"JOHN COCCIMIGLIO"* | *"SUSAN HAMILTON-BEACH"* |
| *"KEVIN WATKINS"* | *"DON SCOTT"* |
| | *"SAM PIRAINO"* |
| | *"IDA BRUNO"* |

## LETTER #2

## LETTER OF UNDERSTANDING

**between**

## AMALGAMATED TRANSIT UNION LOCAL 1767

**and**

## THE CITY OF SAULT STE. MARIE

## LOSS OF LICENCE

The Parties agree to the following procedure in the cases of loss of driver's licence for impaired driving.

On the first conviction of impaired driving, a leave of absence for the period for the period of two (2) years will be granted, subject to the following conditions:

1. Each case will be judged on its merits and will be at the discretion of the City.
2. The Employee will be responsible for the payment of all benefit costs during the period of the leave of absence.
3. The Employee will not accumulate seniority nor service during the period of the leave of absence (starting employment date will be adjusted to offset the time on leave of absence).
4. On return to work, the Employee will be assigned to the spareboard until the next assignment pick.
5. It is recommended that the Employee enroll in a treatment program as necessary.

An employee who is required to use an "ignition interlock" to operate a vehicle is not deemed to have the required license restored in order to operate a City transit vehicle. There shall be no requirement for the City to install "ignition interlocks" on City vehicles.

In the event that an employee is convicted of a second charge of impaired driving, no leave of absence will be granted and employment will be terminated.

The above procedure is agreed to notwithstanding the provision of Article 10:05 of the collective agreement.

Agreed to this 8th day of June, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| *"LOU LOWIS"* | *"PETER NIRO"* |
| *"JOHN COCCIMIGLIO"* | *"SUSAN HAMILTON-BEACH"* |
| *"KEVIN WATKINS"* | *"DON SCOTT"* |
| | *"SAM PIRAINO"* |
| | *"IDA BRUNO"* |

## LETTER #3

## JOINT CONSULTATION COMMITTEE

## TERMS AND CONDITIONS

The City of Sault Ste. Marie and the Amalgamated Transit Union – Local 1767, agree to the following terms related to the provision of Article 5:07 of the collective agreement:

1. The Committee will consist of two (2) representatives of each party to deal with matters of mutual concern relating to the Transit operation.

2. Meetings will be scheduled as necessary on request of either party at a mutually agreed time and location. Such meetings will be scheduled during normal City business hours - 8:30 A.M. to 4:30 P.M., Monday through Friday."

3. Any member required to attend such meetings will suffer no lost pay.

4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least five working days in advance of the meeting. Minutes of the meeting will be prepared and distributed as determined by the Committee.

5. The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process.

6. The Committee shall not have the authority to alter or amend the Collective Agreement or make any decision inconsistent with its provisions.

7. The representatives agree to make every effort to resolve the issues in a cooperative manner.

Agreed to this 8th day of June, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| *"LOU LOWIS"* | *"PETER NIRO"* |
| *"JOHN COCCIMIGLIO"* | *"SUSAN HAMILTON-BEACH"* |
| *"KEVIN WATKINS"* | *"DON SCOTT"* |
| | *"SAM PIRAINO"* |
| | *"IDA BRUNO"* |

## LETTER #4

## MEMORANDUM OF UNDERSTANDING

The Union agrees to meet with the Employer during the term of the agreement to discuss Welfare Benefits and methods by which to contain the escalating costs of these benefits.

Agreed to this 8th day of June, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| *"LOU LOWIS"* | *"PETER NIRO"* |
| *"JOHN COCCIMIGLIO"* | *"SUSAN HAMILTON-BEACH"* |
| *"KEVIN WATKINS"* | *"DON SCOTT"* |
| | *"SAM PIRAINO"* |
| | *"IDA BRUNO"* |

## LETTER #5

## LETTER OF UNDERSTANDING

**between**

## AMALGAMATED TRANSIT UNION LOCAL 1767

**and**

## THE CITY OF SAULT STE. MARIE

### UNIFORM POINT SYSTEM
### (Effective 2009)

All uniforms must be worn according to Transit Policy.

| Item of Clothing | Value |
|---|---|
| 1 pair of men's or women's trousers | 2 points |
| 1 dress shirt (long or short sleeve) | 1 point |
| 1 polo shirt | 1 point |
| 1 windbreaker | 2 points |
| 1 three season jacket | 9 points |
| 1 half zip pullover | 2 points |
| 1 mock turtle neck | 1 point |
| 2 baseball caps | 1 point |
| 2 ties | 1 point |
| 1 pair of constructed bermuda short | 2 points |
| 3 pairs of short bermuda sock | 1 point |
| 1 Raincoat | 2 points |
| 1 pair of mechanic's work gloves | 1 point |

Every new operator will receive 2 pairs of trousers, 4 dress shirts, 2 polo shirts, 1 three season coat, 2 ties, 1 windbreaker, 2 pairs of shorts, 1 rain coat and 1 baseball cap.

Note: Upon successful completion of the probationary period, employees will accumulate fourteen (14) points for each calendar year of service (January to December). Points will be prorated for absence from work due to W.I., W.S.I.B., or Leave of Absence for thirty (30) or more cumulative days of absence in any given calendar year.

The parties agree to meet during the term of this collective agreement to discuss the point system and the quality of the garments to be purchased.

Agreed to this 8th day of June, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| *"LOU LOWIS"* | *"PETER NIRO"* |
| *"JOHN COCCIMIGLIO"* | *"SUSAN HAMILTON-BEACH"* |
| *"KEVIN WATKINS"* | *"DON SCOTT"* |
| | *"SAM PIRAINO"* |
| | *"IDA BRUNO"* |

## LETTER #6

## CLARIFICATION OF PRACTICE

Specified Holiday Pay - Regularly Assigned Operators
On a Day Off or During a Week of Schedule Vacation

For a Specified Paid Holiday on a regular day off the Operator or during a week of scheduled vacation the Operator will be paid the greater of:

1. The average of the hours worked in the work week of the statutory holiday,

or

2. The Employment Standards Act Requirements.

It is understood that RTO hours during the week of the Specified Paid holiday will be excluded for averaging purposes.

The Employment Standards Act considers hours worked in its averaging for Specified Paid Holidays.

Agreed to this 8th day of June, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| *"LOU LOWIS"* | *"PETER NIRO"* |
| *"JOHN COCCIMIGLIO"* | *"SUSAN HAMILTON-BEACH"* |
| *"KEVIN WATKINS"* | *"DON SCOTT"* |
| | *"SAM PIRAINO"* |
| | *"IDA BRUNO"* |

## LETTER #7

## LETTER OF UNDERSTANDING

## VACATION SCHEDULING

Employees who schedule a week of vacation containing a Specified Paid Holiday will be permitted to elect to hold one (1) vacation day as a floating holiday.

Employees will be permitted to hold only a maximum of three (3) floating holidays.

Instead of receiving a vacation pay on the Specified Paid Holiday the employee would be paid such vacation pay on the floating holiday.

Employees will make a declaration to take such floating holidays at the normal vacation selection time.

Requests for booking the floating holiday will be submitted for approval by the Area Coordinator Transit & Parking or designate no later than one (1) week before taking the paid holiday. Approval will be at the sole discretion of the Area Coordinator Transit & Parking or designate.

Agreed to this 8th day of June, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| *"LOU LOWIS"* | *"PETER NIRO"* |
| *"JOHN COCCIMIGLIO"* | *"SUSAN HAMILTON-BEACH"* |
| *"KEVIN WATKINS"* | *"DON SCOTT"* |
| | *"SAM PIRAINO"* |
| | *"IDA BRUNO"* |

## LETTER #8

## LETTER OF UNDERSTANDING

## BETWEEN

## AMALGAMATEDTRANSIT UNION LOCAL 1767

## AND

## THE CITY OF SAULT STE. MARIE

## VIDEO SECURITY SURVEILLANCE CAMERAS

The City confirms the following general principles that are the guidelines that would be used with respect to the use of video security surveillance cameras at Transit:

- Cameras are not used to monitor employee performance.
- Cameras will not be situated in areas where employee has a reasonable expectation of privacy e.g. change areas, wash rooms.
- Access to recorded information is restricted through the Commissioner of Public works or Commissioner of Human Resources.
- Employees who are observed and recorded by video technology engaging in conduct that is in violation of City Policy/Procedures and/or law are advised that such information may be used by the City with respect to disciplinary action up to and including discharge.
- The City has no plans at this time with respect to the installation of video security surveillance cameras on City buses and, in any event, the Union would be advised in advance of such actions.

Agreed to this 8th day of June, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| *"LOU LOWIS"* | *"PETER NIRO"* |
| *"JOHN COCCIMIGLIO"* | *"SUSAN HAMILTON-BEACH"* |
| *"KEVIN WATKINS"* | *"DON SCOTT"* |
| | *"SAM PIRAINO"* |
| | *"IDA BRUNO"* |

## LETTER #9

## LETTER OF UNDERSTANDING

## BETWEEN

## AMALGAMATED TRANSIT UNION LOCAL 1767

## AND

## THE CITY OF SAULT STE. MARIE

## PARA BUS RUNS ON PAID HOLIDAYS

The City has the sole discretion to cancel any work on a Paid Holiday.

In assigning available work on that day the following will apply:

1. If any work falls during a currently existing work assignment the operator is required to complete that assignment.
2. If any work falls outside a picked run the senior operator on a Para Bus run that has had their work assignment cancelled will be offered the work.
3. All other remaining work will be assigned to spareboard as per the collective agreement.

Agreed to this 8th day of June, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| *"LOU LOWIS"* | *"PETER NIRO"* |
| *"JOHN COCCIMIGLIO"* | *"SUSAN HAMILTON-BEACH"* |
| *"KEVIN WATKINS"* | *"DON SCOTT"* |
| | *"SAM PIRAINO"* |
| | *"IDA BRUNO"* |

## LETTER #10

## LETTER OF UNDERSTANDING

## BETWEEN

## AMALGAMATED TRANSIT UNION LOCAL 1767

## AND

## THE CITY OF SAULT STE. MARIE

## SPECIFIED PAID HOLIDAYS

ARTICLE 14: SPECIFIED PAID HOLIDAYS

14:04 Selection of Employees to Work on Specified Paid Holidays

This procedure shall be effective for the term of this collective agreement only and shall be subject to renewal only by mutual agreement.

1. On the following reduced service holidays and any future reduced service holiday(s):
    - Family Day
    - Civic Holiday

The following procedures shall apply:

A) The City shall determine the number of employees required to work on a paid holiday to meet the service levels that the City determines
B) At the time of pick selection employees who wish to work on a specified paid holiday must select the corresponding box on the sign-up sheet
C) The work on the specified paid holidays shall be offered in the following sequence to:
    (i) Employees whose work assignments have such specified paid holiday as an ordinary working day. Such employees may request to work or not work on such specified paid holiday.

(ii) Employees by seniority from most senior to most junior from the sign-up list.

(iii) The employee with the work assignment under item (i) if there is any unfiled work remaining per item (ii).

D) Once a selection has been finalized and an employee has made a selection to work on a specified paid holiday, she/he cannot decide to work at a later date, cannot be bumped off the selection and cannot change the shift originally signed and selected.

Agreed to this 8th day of June, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| *"LOU LOWIS"* | *"PETER NIRO"* |
| *"JOHN COCCIMIGLIO"* | *"SUSAN HAMILTON-BEACH"* |
| *"KEVIN WATKINS"* | *"DON SCOTT"* |
| | *"SAM PIRAINO"* |
| | *"IDA BRUNO"* |

## LETTER #11

## LETTER OF UNDERSTANDING

## BETWEEN

## AMALGAMATED TRANSIT UNION LOCAL 1767

## AND

## THE CITY OF SAULT STE. MARIE

## PAID APPROVED UNION LEAVES (P.A.U.L.)

The City agrees to maintain the wages of an employee on Paid Approved Union Leave subject to the following conditions:

The Union shall provide WSIB coverage for members on Leave for Union Business.

The Union shall provide to the City initially and at any time upon request thereafter its WSIB Clearance Certificate to verify it has such valid coverage. The Union shall also provide to the City its WSIB account number. It is the responsibility of the Union to maintain such coverage. Failure of the Union to maintain such coverage shall make this agreement null and void. The City will not be responsible for WSIB coverage when an employee is on such leave.

The agreement shall state that the Union will promptly reimburse the City within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The City will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave – P.A.U.L.) on the employee's pay stub and the City shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, City OMERS share, City share of CPP and City share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the City the monthly benefit premiums for Extended Health Care,

Dental Plan, Life & ADD, W.I. and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence.

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one and a half (1.5) hours at the CUPE 67 Civic JC 10 Level 4 rate for the preparation of such invoice.

The City shall send the invoice for such reimbursement to the address designated by the Union.
Requests for Leave for Union Business shall be on a form provided by the City for approval by the respective Department Head and distributed to Accounting Division with a copy to the Human Resources Department.

Agreed to this 8th day of June, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| *"LOU LOWIS"* | *"PETER NIRO"* |
| *"JOHN COCCIMIGLIO"* | *"SUSAN HAMILTON-BEACH"* |
| *"KEVIN WATKINS"* | *"DON SCOTT"* |
| | *"SAM PIRAINO"* |
| | *"IDA BRUNO"* |

## LETTER #12

## LETTER OF UNDERSTANDING

## BETWEEN

## AMALGAMATED TRANSIT UNION LOCAL 1767

## AND

## THE CITY OF SAULT STE. MARIE

## SHIFT DIFFERENTIALS

It is agreed and understood that twenty-five cents ($0.25) per hour forms part of the hourly rates under 13:01 of the collective agreement in lieu of all shift differentials, Sunday premium and Para bus training premium.

Agreed to this 8th day of June, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| *"LOU LOWIS"* | *"PETER NIRO"* |
| *"JOHN COCCIMIGLIO"* | *"SUSAN HAMILTON-BEACH"* |
| *"KEVIN WATKINS"* | *"DON SCOTT"* |
| | *"SAM PIRAINO"* |
| | *"IDA BRUNO"* |

## LETTER #13

## LETTER OF UNDERSTANDING

## BETWEEN

## AMALGAMATED TRANSIT UNION LOCAL 1767

## AND

## THE CITY OF SAULT STE. MARIE

## USE OF VACATION FLOATER DAYS

It is agreed and understood that Operators with Floating Vacation Days remaining to be booked after the regular booking period referred to in Article 15, may use such days the following year, to cover days where an Operator is ill provided the following:

1. Calling in provision of the Operator's Manual section "Failure to Report for Duty-Call in Sick" will be used,

2. The City reserves the right to ask for a medical note verifying the reason for absence (illness) in accordance with Article 16:04.

3. The employee/operator must declare that the floating vacation day is being requested for illness absence within 24 hours of the call in.

4. This letter will be in effect for a trial period of two (2) years beginning January 1, 2016.

5. This letter is subject to renewal by mutual agreement of the parties.

Agreed to this 8th day of June, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| *"LOU LOWIS"* | *"PETER NIRO"* |
| *"JOHN COCCIMIGLIO"* | *"SUSAN HAMILTON-BEACH"* |
| *"KEVIN WATKINS"* | *"DON SCOTT"* |
| | *"SAM PIRAINO"* |
| | *"IDA BRUNO"* |

## NOTES:

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2016-103**

**AGREEMENT**: (H1.9) A by-law to authorize the execution of an agreement between the City and Local No. 3, Chartered by The Canadian Union of Public Employees – Community Service Department for the term commencing February 1, 2015 to January 31, 2019.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001, S.O. 2001*, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto attached and dated the 1st day of February, 2015 between the City and Local No. 3, Chartered by The Canadian Union of Public Employees – Community Service Department for the term commencing February 1, 2015 to January 31, 2019.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 22nd day of August, 2016.

_____

**MAYOR – CHRISTIAN PROVENZANO**

_____

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

md `LegalDept\Legal\Staff\BYLAWS\1. 2016\2016-103 AgreementCUPE 3 CSD.doc

**AGREEMENT**

**Between**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**-and-**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**and**

**ITS LOCAL 3 COMMUNITY SERVICES GROUP**

**February 1, 2015 to January 31, 2019**

# INDEX


| Article | | Page No. |
|---|---|---|
| 1 | Purpose | 1 |
| 2 | Recognition | 2 |
| 3 | Union Security | 2 |
| 4 | Negotiating & Grievance Committees | 3 |
| 5 | Bulletin Boards | 4 |
| 6 | Management Rights | 5 |
| 7 | Discrimination | 5 |
| 8 | Grievance Procedures | 5 |
| 9 | Arbitration Procedure | 7 |
| 10 | No Strikes or Lockouts | 7 |
| 11 | Seniority | 8 |
| 12 | Promotions, Vacancies & New Positions | 11 |
| 13 | Layoffs and Rehiring | 13 |
| 14 | Supervisory Positions | 14 |
| 15 | Leave of Absence | 15 |
| 16 | Hours of Work | 16 |
| 17 | Community Centres Division | 17 |
| 18 | Overtime | 18 |
| 19 | Premiums | 19 |
| 20 | Vacations | 20 |
| 21 | Paid Holidays | 22 |
| 22 | Group Welfare Plan | 24 |
| 23 | Sick Leave Provisions | 27 |
| 24 | Pensions | 28 |
| 25 | General Conditions, Present Condition and Benefits | 29 |
| 26 | Tools, Equipment & Clothing | 29 |
| 27 | Inclement Weather | 30 |
| 28 | Wages | 30 |
| 29 | Term of Agreement | 33 |
| | Appendix "A" | 35 |

## LETTERS OF UNDERSTANDING


| Letter | | Page No. |
|---|---|---|
| 1 | Facility Operator Rates | 37 |
| 2 | Lock Operation | 39 |
| 3 | Mechanics Memorandum | 41 |
| 4 | Opening of Facilities | 43 |
| 5 | Information Item - Duty to Accommodate | 44 |
| 6 | Consolidation of Local 3 CSD Collective Agreement | 46 |
| 7 | Paid Approved Union Leave | 47 |

THIS AGREEMENT MADE AND ENTERED

INTO THIS 1st DAY OF FEBRUARY, 2015

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(Hereinafter referred to as the "City")
of the First Part

- AND -

LOCAL NO. 3, CHARTERED BY THE CANADIAN UNION OF PUBLIC EMPLOYEES -
COMMUNITY SERVICES DEPARTMENT
(Hereinafter referred to as the "Union")
of the Second Part

## 1:00 PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the City and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

1:02 It is recognized that the City provides services for the safety, health, comfort and general welfare of the citizens. Therefore, the employees must be prepared at all hours of the day or night to assist in providing the many services.

1:03 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto so require.

## 2:00 RECOGNITION

2:01 The City, or anyone authorized to act on its behalf, approves and recognizes Local No. 3, Chartered by the Canadian Union of Public Employees, as the exclusive collective bargaining agency for its employees classified and covered by this Agreement, and hereby consents and agrees to negotiate with the Union or any authorized Committee thereof, in any and all matters affecting the relationship between the parties to this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

Both parties mutually agree that this agreement shall cover and include all those employees to be set forth in the classification schedule embodied in this Agreement in Appendix "A" attached hereto.

2:02 All correspondence between the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Commissioner and the Group Vice President of the local Union or designate.

## 3:00 UNION SECURITY

3:01 Deductions will be made from the payroll period and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th of the month following in respect of which deductions have been made, accompanied by a list of all employees names, addresses and phone numbers as the City has on file along with bi-weekly earnings upon which union dues are based and the employee status.

3:02 All employees of the City, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union. All future employees of the City shall as a condition of continued employment become members in good standing in the Union not later than after thirty (30) days of employment with the City. Students are exempt from above condition. The Employer shall not be required to discharge an employee who has been expelled or discharged from the Union.

3:03 The Union will save the City harmless from any and all claims which may be made against the Corporation for amounts deducted from employees pay as herein provided.

## 4:00 NEGOTIATING AND GRIEVANCE COMMITTEES

4:01 Negotiating Committee: A Negotiating Committee shall be appointed and shall consist of not more than three members who are employees of the City. The Union will advise the City of the Union nominees to the Committee.

4:02 Representative of Canadian Union: The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees or Union officers when dealing or negotiating with the City.

4:03 Meeting of Committee: In the event of either party wishing to call a meeting of the Committee, the Commissioner of Community Services or the Secretary of the Union, as the case may be, shall be notified. The said meeting shall be held at a time and place as shall be fixed by mutual agreement.

4:04 During negotiations the function of the Negotiating Committee shall be to deal with all matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc. shall be referred to the Negotiating Committee for discussion and settlement.

4:05 Time off for Meetings: Any representative of the Union, on this Committee who is in the employ of the City, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration provided that such employee shall not absent themselves without the permission of their supervisor. The City agrees to maintain the pay of such persons on approved absence for such hours that are straight time regularly scheduled working hours.

4:06 The City acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members,

who shall be employees of the City. The personnel of such committee shall be communicated to the City.

4:07 The City of Sault Ste. Marie and Local 3, C.U.P.E. – C.S.D., agree to the following terms related to the Joint Consultation Committee:

1. The Committee will consist of two representatives of each party to deal with matters of mutual concern relating to the work place.

2. Meetings will be scheduled as necessary on request of either party at a mutually agreed time and locations.

3. The members of the Committee shall receive the normal rate of pay for attendance at meetings during their scheduled working hours but no payment will be made for time spent outside regular hours.

4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least five working days in advance of the meeting. Minutes of the meetings will be prepared and distributed as determined by the Committee.

5. The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process.

6. The Committee shall not have the authority to alter or amend the collective agreement or make any decision inconsistent with its provisions.

7. The representatives agree to make every effort to deal with issues in a co-operative manner.

## 5:00 BULLETIN BOARDS

5:01 The Union shall have the use of bulletin boards in each place where employees commence work for the posting of notices related to Union business or activity, but any notices to be posted thereon shall be signed by an authorized officer of the Union and

shall be subject to prior approval of the City and such approval shall not be unreasonably withheld.

## 6:00 MANAGEMENT RIGHTS

6:01 The Union agrees that the City has the exclusive right to manage the affairs, to direct the forces, to hire, to promote, demote, transfer, layoff and to discharge, suspend or discipline employees for just cause. The City agrees that these functions shall be executed in a manner consistent with the general purpose and intent of the agreement and subject to the right of an employee to lodge a grievance as set forth herein.

## 7:00 DISCRIMINATION

7:01 The City, the Union, and their agents agree not to discriminate against any employee because of their membership in the Union or for any reason as set out in the Ontario Human Rights Code.

7:02 If an employee believes they have been subject to conduct contrary to the City's Code of Conduct, they shall submit their concern in writing to their respective Department Head with a copy to the Union. The Department Head will provide a written response to the employee with a copy to the Union upon conclusion of the investigation by the Department Head.

If the employee is not satisfied with the Department Head's response, the employee may submit the concern to the Chief Administrative Officer with a copy to the respective Department head and Union. Upon conclusion of an investigation, the Chief Administrative Officer will provide a written response to the employee with a copy to the respective Department Head and Union.

## 8:00 GRIEVANCE PROCEDURES

8:01 Grievances shall be dealt with in the following manner provided requests for grievance hearings and replies following such hearings shall be in writing at all steps.

Grievances shall specify the clause or clauses in the Agreement which it is believed the City has violated and shall include a statement of facts outlining in what manner the City's interpretation of a clause is disputed. A copy of the grievance shall be submitted at each step of the grievance procedure and replies to grievances shall be sent to the Chairman of the Grievance Committee.

8:02 A grieved employee, assisted by a steward or officer of the Union, shall first discuss the case with their Supervisor and the Division Head within fifteen days of the occurrence of the incident which gave rise to the matter in dispute. The Supervisor shall render a decision within three working days of the meeting. Failing settlement, the difference shall be considered a grievance and the following steps shall be taken.

STEP I The grievance shall be put in writing and the employee may, within five working days of receipt of the reply from the Supervisor, request a hearing with the Department Head. The employee assisted by a steward or officer of the Union will attend the hearing with the Department Head. The Department Head shall render a decision within five working days of the hearing.

STEP II If the Grievance Committee considers that a satisfactory settlement was not reached at Step I, it may within five working days of receipt of the Step I reply, request a hearing by the Commissioner of Human Resources, or a representative. The Commissioner of Human Resources, or a representative, shall render a decision within five working days of the hearing.

STEP III If the Grievance Committee considers that a satisfactory settlement was not reached at Step II, it may within five working days of receipt of the Step II reply, request a hearing by the Chief Administrative Officer. The Chief Administrative Officer shall render a decision within five working days of the hearing.

8:03 Where a dispute involves a question of general application or interpretation of the terms of the agreement either the Union or the City may file a grievance at Step II of the grievance procedure.

8:04 (a) Whenever the Employer deems it necessary to issue a written disciplinary action, a letter of discipline shall be provided to the employee with a copy to the Union and the Human Resources Department.

(b) In cases of discharge the employee and/or the Union shall have the right to file a grievance at Step II of the grievance procedure, provided such grievance is filed within fifteen (15) days from the date of discharge.

8:05 The time limits set out in the grievance procedure shall be strictly observed by the parties, but may be extended by mutual consent.

## 9:00 ARBITRATION PROCEDURE

9:01 If the Grievance Committee considers that a satisfactory settlement was not reached at Step III, it may within ten (10) workings days of receipt of the Step III reply, request that the grievance be referred to Arbitration in accordance with the terms of the Ontario Labour Relations Act.

Furthermore, within twenty (20) working days following such notice, the Union shall propose a sole arbitrator or Nominee to a Board of Arbitration to hear the grievance. The parties agree to cooperate to establish a mutually satisfactory date as soon as practicable for the hearing of the grievance before a sole arbitrator/Arbitration Board.

9:02 A Board of Arbitration shall not alter, modify or amend any part of this agreement or make any decision inconsistent with its provisions.

9:03 The time limits set out in the arbitration procedure shall be strictly observed by the parties, but may be extended by mutual consent.

## 10:00 NO STRIKES OR LOCKOUTS

10:01 In view of the orderly procedures established herein for the disposition of grievances and complaints the City agrees that it will cause or direct no lockouts of its employees for the duration of this

Agreement, and the Union agrees that there will be no strikes which will stop or interfere with the services of the City for the duration of this Agreement.

## 11:00 SENIORITY

11:01 An employee's Department or Division seniority is based on their effective date of employment with the Department or Division in accordance with 11:03 relative to other employees' employment date with the Department or Division.

For example, an employee will have less Department or Division seniority than an employee whose effective date of employment is earlier and will have more Department or Division seniority than an employee whose effective date of employment is later.

11:02 Senior employees are expected to give every assistance to the training of junior employees.

11:03 Probationary Employees: An employee shall be on probation until he has worked 1040 hours within any period of 180 consecutive days and during such period the employee shall not be subject to rights under the grievance procedure.
Employees retained past the probationary period shall be deemed satisfactory, and placed on the seniority list, and credited with seniority from the day they commenced work.

11:04 Definition of Employees:

In this Agreement:

(a) Probationary Employee - means an employee who has not completed the probationary period.

(b) Seasonal Employee - means an employee who has completed his probationary period but who has not yet been employed for twelve (12) consecutive months.

(c) Permanent Employee - means an employee who has completed twelve (12) consecutive months of employment.

11:05 Employees who are employed for less than an average of twenty-four (24) hours per week in any four week period are deemed to be part time employees.

11:06 The City will maintain General seniority lists and Divisional seniority lists in the following groups:

(1) General Seniority List
(2) Parks Division Seniority List
(3) Cemeteries Division Seniority List
(4) Community Centres Division Seniority List

Copies of the above lists will be given to the Union. Any employee may request information from the City relative to their own seniority. On request, any officer of the Union will be supplied with the necessary information relative to the seniority or rates of pay of any employee or group of employees. Any employee who believes that they are not listed in their proper position may take the matter up in accordance with the provision under article 8:00. If any corrections are approved within a period of ninety (90) days, the list will be amended and a copy given to the Union. After which the list will be brought up to date each January 1st.

11:07 An employee shall no longer be established on a division seniority list if they have become established on another division seniority list since they were last established on the division seniority list first mentioned, save and except employees with incumbent rights as identified on the August 1, 1985 seniority lists.

11:08 Seniority shall be forfeited and employment will be terminated if:

(1) the employee voluntarily quits their employment;

(2) the employee is discharged for proper cause;

(3) the employee fails to report for work within 15 days after being notified by registered mail to return to work following a layoff.

(4) except in cases of illness, an employee absenting themself from work for more than forty-eight (48) hours, without permission shall be deemed to have left the employ of the City, and before being entitled to reinstatement, shall give

satisfactory explanation on their return to the Department Head.

(5) (a) The parties agree to the following conditions regarding employees absent from work due to non- occupational illness or accident.

(i) During the first 12 months of any such absence the City agrees to provide at its cost all benefits set out in Article 22:00.

(ii) At the end of such 12 month period such employee will be responsible for the total cost of all benefits set out in Article 22:00.

(iii) The City agrees to maintain the seniority of such employee for a 36 month period, after which employment will be terminated. The parties recognize and agree that the provisions of this clause must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.

(5) (b) An employee who is absent from work due to occupational illness or accident for which Workers' Compensation is paid will be provided as follows:

(i) During the first 24 months of such absence the City will provide at its cost all benefits set out in Article 22:00.

(ii) At the end of such 24 month period such employee will be responsible for the total cost of all benefits set out in Article 22:00.

(iii) The City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated. The parties recognize and agree that the provisions of this clause must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.

(6) (i) The employee has less than five (5) years service and is absent from work for a period in excess of twelve (12) calendar months due to a layoff.

(ii) The employee has five (5) or more years service and is absent from work for a period in excess of twenty-four (24) calendar months due to a layoff.

## 12:00 PROMOTIONS, VACANCIES AND NEW POSITIONS

12:01 City will notify Union: seven (7) days prior to filling any vacancies or new positions covered by the terms of this Agreement, the City will notify the Union in writing and post notice of the position on all bulletin boards in order that all members will know about the position and be able to make written application therefore.

Such notices shall state the nature or title of the position, the qualifications inclusive of knowledge, education, experience and skills required and wage rate or wage range.

12:02 In exercising seniority during a promotion or transfer to vacancies and new positions as outlined in 12:03 the employee will first exercise their division seniority and where division seniority is not applicable the employee shall exercise their General seniority.

12:03 Method of Making Appointments: Promotions or transfers to vacancies and new positions shall be according to employees' seniority standing and qualifications inclusive of knowledge, education, experience and skills required. Where qualifications are equal, seniority shall be the determining factor. A promoted employee shall be on trial period until they have worked 440 hours within any period of 90 consecutive days for such employee to prove efficiency. In the event the successful applicant proves unsatisfactory in the position or requests to return to their former position during the aforementioned trial period, they shall be returned to their former position without loss of seniority and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority.

12:04 Temporary vacancies of less than five (5) working days will be filled by the Commissioner, giving preference where possible to the senior qualified employee available.

For the purpose of assigning a Group Leader for holiday/sick replacements, the senior permanent crew member has first option to the relief position. Failing filling the position from within the crew, then go the general area for an incumbent, and failing this, go to the General Seniority List.

Crews: Operations (Grass)
Sportsfield
Forestry
Horticulture
Repair/Maintenance
Cemeteries

12:05 When an employee relieves in a position of higher classification for a period of one (1) day or more, such employee shall receive the rate applicable to the higher classification while so relieving.

12:06 Disabled Employees: Any employee covered by this agreement who, through temporary disability, is unable to perform their regular duties shall be given the preference of any light work available at the wages payable at the time for the position to which they are assigned.

12:07 Promotions Requiring Higher Certification: In cases of promotion requiring higher certification, the City will give consideration to employees who do not hold the requirement of the required certificate, but are writing for such certificate prior to filling of vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time and to revert to their former position if the required certificate is not obtained within such time.

12:08 The Union shall be advised in writing of the name of the successful applicant. All applications will be acknowledged within fourteen days of receipt in writing. Any objections by the Union to staff changes shall be construed as a difference between the parties bound by this Agreement as provided for under the grievance procedure.

12:09 The refusal of an employee to accept promotion for a particular position will in no way affect his seniority or rights to future promotion. The employee will sign a declaration to allow a junior to take the position.

12:10 An employee who is established on a job upon request must exercise their rights to that job in accordance with their job seniority or they shall be required to sign a seniority waiver form, relinquishing their seniority rights to that job and relinquishing their future promotional rights to such job until they indicate to management in writing that they wish to be considered for promotion. A signed off employee shall not be considered for promotion to the said position for 9 months from the date of sign off.

12:11 An employee in a posted position who is temporarily assigned to a lower classification other than their normal classification, for a period of five (5) working days or less shall have their normal rate of pay maintained and such temporary assignment shall not be cause for a rate increase in their areas.

This provision does not apply to assignments due to lack of work or budgeting requirements.

## 13:00 LAYOFFS AND REHIRING

13:01 The purpose of the layoff procedure is to create job vacancies for senior employees displaced from their jobs or Divisions as a result of a reduction in force.

13:02(a) In reduction in force, employees shall be displaced from jobs in a Division in reverse order of such employees Division seniority and employees shall be displaced from pool jobs in reverse order of such employee's General seniority. Pool Jobs shall be those jobs in Job Class 1 only.

(b) In the event of a layoff it is understood that students performing the work of the Labourer classification identified in Appendix A, shall be terminated before a layoff of probationary employees, seasonal employees and permanent employees.

13:03 It is understood and agreed that in all cases of layoffs, reductions in work force and recalls after layoffs, that seniority shall apply provided that the employee has the ability to perform the work.

13:04 During any such period of layoff such employee is not entitled to any benefits except the right of recall to work.

13:05 Notice of layoff shall be given in accordance with the provisions of the Employment Standards Act.

13:06 Other Provisions: Employees shall give as much notice as possible for their inability to report for work due to illness.

13:07 The following represents the understanding of the parties regarding the exercise of Division and/or department seniority rights in respect to posted positions:

1) In the exercise of seniority rights for the purpose of job opportunity where there is no layoff, an employee may exercise his right to a job where he is senior on the Division seniority list and has the ability to perform the job but cannot displace an employee on a posted job.

2) In the exercise of seniority rights in the event of a layoff resulting in a reduction in the work force, an employee may bump into any position at the same job class or a lower job class where such an employee is senior on the Division seniority list and has the ability to perform the job.

3) In the exercise of seniority rights in the Pool Jobs (Job Class 1) in the event of a layoff, it is an employee's Department seniority that shall govern.

## 14:00 SUPERVISORY POSITIONS

14:01 Transfer to Supervisory Position: The selection or appointment of employees for Supervisory positions or for any position not subject to this Agreement, is not governed by this Agreement, but if any employee appointed to a permanent position outside the scope of the bargaining unit, such employee shall retain their bargaining unit seniority for a period of six (6) months following such

appointment. If the employee remains in the position outside the scope of the bargaining unit beyond the above noted six (6) month period, all bargaining unit seniority shall be forfeit and their name shall be removed from the Union Seniority List.

## 15:00 LEAVE OF ABSENCE

15:01 General Leave: The City shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the City, for a period not exceeding three months.

15:02 Union Conventions or Schools: Leave of absence without pay and without loss of seniority shall be granted upon request to the City to employees elected or appointed to represent the Union, at Union conventions, or Union schools provided the City is advised in writing by the authorized officers of the Union of such appointments.

15:03 For Union Business: The City agrees that where permission has been granted to representatives of the Union, who are employees of the City, to leave their employment temporarily in order to carry on negotiations with the City, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

15:04 Leave of Union Officers: Any employee who is elected or selected for a full time position with the Union or anybody with which the Union is affiliated or who is elected to public office may be granted leave of absence without pay or loss of seniority by the City for a period of one year. This period may be extended by the City at the end of the year.

15:05 When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of four (4) days for any days which are normally straight time working days and fall within the period from the day of death up to and including the day of the funeral. If the funeral is more than two hundred kilometers (200 km) from Sault Ste. Marie, the four (4) working days shall be any days which are normally straight time working days and fall within

the period from the day of the death up to and including the day following the funeral.

Members of the immediate family means the employee's: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, mother-in-law, and father-in-law. Leave of absence without loss of pay for four (4) working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under per part (b) sections (i) and (iii) below.
Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral of the employee's brother-in-law, sister-in-law, Aunt or Uncle.

Non attendance at the funeral regardless of distance disqualifies the employee from funeral leave.

"Spouse" means a person

(a) to whom the person is married, or

(b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,

(i) have cohabited for at least one year,

(ii) are together the parents of a child, or

(iii) have together entered into a cohabitation agreement under section 53 of the *Family Law Act*; ("conjoint").

15:06 Jury Duty: The City shall pay an employee who is required to serve as a juror or court witness, the difference between normal earnings and the payment received for jury service or court witness. The employee will present proof of service and the amount of pay received.

## 16:00 HOURS OF WORK

16:01 (a) Normal hours of work shall be eight (8) hours per day and forty (40) hours per week with two (2) consecutive days off.

(b) The normal workday shall be 8:00 A.M. to 4:30 P.M., Monday to Friday. (40 hours per week)

(c) Shift workers - five (5) eight (8) hour shifts per week with two (2) consecutive days off.

## 17:00 COMMUNITY CENTRES DIVISION

17:01 It is agreed that prior to changing any work scheduling in the Community Centres Division the City will discuss such changes with the employees one week prior to making such changes.

17:02

(a) Notwithstanding the provisions of Article 17 the parties agree that in the Community Centres Division on a trial basis, employees may be scheduled to work eight (8), ten (10), or twelve (12) hour shifts. Scheduling will not include split shifts. The Employer will advise the Union prior to implementation.

The hours of work shall be:

8 hour shifts (40 hours per week) – 10 shifts = 80 hours pay biweekly

10 hour shifts (40 hours per week) – 8 shifts = 80 hours pay biweekly

12 hours shifts 80 hours pay biweekly and adjusted on a 160 hours cycle

Where possible, the Employer will provide a schedule with two (2) consecutive days off and comply with Article 17:02 when changing schedules.

Should the Employer find it necessary to propose alternate shift arrangements in the Parks or Cemetery Divisions during the term of the agreement, the Employer will meet with the Union to discuss and agree upon such arrangements.

### (b) PART – TIME FACILITY OPERATORS

- Employees hired to be a part-time facility operator shall be subject to the following conditions:

- Shall be eligible for overtime pay after eight (8) hours work in a day or forty (40) hours in a week.

- Seniority shall be recorded separately by hours worked. Also, it is understood that 2,080 hours worked is equivalent to one (1) year of employment.

- Vacation pay will be paid with each bi-weekly pay at 4% and increasing to 6% upon the hourly equivalent of five (5) years' service, 8% upon the hourly equivalent of 10 years' service, 10% at the hourly equivalent of 15 years' service, 12% at the hourly equivalent of 20 years' service and 14% at the hourly equivalent of 30 years' service.

- Part Time Facility Operators are members of the bargaining unit and have the right to apply to Job Postings. Posting rights are limited to positions within Community Centre Division, Essar Centre Division & Lock.

- Part Time Facility Operators will be entitled to 50% of the full time safety footwear allowance.

- This is to confirm that the City's Financial Assistance policy for training and education courses is applicable to Part Time Facility Operators.

## 18:00 OVERTIME

18:01 Overtime at the rate of time and one half the regular pay shall be paid for all work performed in excess of the regular hours.

18:02 An employee shall be entitled to a minimum of three (3) hours at time and one-half (1-1/2) the employee's regular rate of pay when called out to work overtime.

18:03 Overtime work shall, as far as possible, be equitably distributed among the employees who normally perform such work.

18:04 The work week shall be a period of seven work days beginning at 12:01 A.M. Sunday or the shift starting time closest thereto.

18:05 There shall be no doubling up or pyramiding of overtime rates or shift premiums. Any hour or hours of work paid at overtime rates shall not be counted as hours worked for the calculation of overtime pay.

18:06 Employees may request time off in lieu of overtime with the following conditions:

- Maximum Time Off in Lieu at any given time - 40 hours (i.e. 5 work days) (Lieu time cannot be taken from May 1st to September 30th)
- Requests for lieu time off will be considered on an individual basis at the time of request.
- Approval at the sole discretion of the respective Divisional Manager based upon the operational requirements of the Division.
- If not utilized, will be paid out.
- Lieu time off shall not be granted from May 1st to September 30th in any given calendar year.

18:07 The City shall pay a meal allowance of twelve dollars seventy five cents ($12.75) (effective the first of the month following ratification of the Memorandum of Settlement by the parties), (increase to $13.00 effective February 1, 2016; increase to $13.25 effective February 1, 2017 and increase to $13.50 effective February 1, 2018) to an employee required to work more than ten (10) hours and an additional meal allowance for every five (5) hours he is required to work thereafter. Further for an employee required to work five (5) consecutive hours on a callout.

## 19:00 PREMIUMS

19:01 The City shall pay all seasonal and permanent employees required to work shift work a shift premium on the following basis:

(1) Where 50% or more of the scheduled hours of work fall after 4:00 P.M. but prior to 12:00 midnight, a shift premium of one dollar ($1.00) per hour for the full shift (effective the first of the month following ratification of the Memorandum of Settlement by the parties.)

(2) Where 50% or more of the scheduled hours of work fall after 12:00 midnight but prior to 8:00 A.M., a shift premium of one dollar ($1.00) per hour for the full shift (effective the first of the month

following ratification of the Memorandum of Settlement by the parties.)

19:02 The City shall pay employees a Sunday premium of one (1) dollar per hour for all hours worked during the twenty-four hour period beginning 12:01 A.M. Sunday or the shift starting time closest thereto (effective the first of the month following ratification of the Memorandum of Settlement by the parties.)

19:03 Employees directly assigned to perform a disinternment shall each receive an additional sixty dollars ($60.00) (effective the first of the month following ratification of the Memorandum of Settlement by the parties) and to sixty-five dollars ($65) effective February 1, 2014. It is understood that such payment shall be applicable only to disinternments that are greater than sixty (60) days from the internment.

## 20:00 VACATIONS

20:01 Employees with less than 12 months service at December 31st, shall receive one day of vacation for each completed month worked to a maximum of 10 days. Such vacation shall be taken in the following year with pay at 4% of the previous year's earnings.

20:02 Employees who have completed one (1) but less than five (5) years of accumulated service shall receive two weeks vacation at their regular rate of pay.

20:03 Employees who have completed five (5) years but less than ten (10) years of accumulated service shall receive three weeks vacation at their regular rate of pay.

20:04 Employees who have completed ten (10) years but less than fifteen (15) years of accumulated service shall receive four weeks vacation at their regular rate of pay.

20:05 Employees who have completed (15) years but less than twenty (20) years shall be allowed five (5) weeks annual vacation at their regular rate of pay.

20:06 Employees who have completed twenty years (20) of service and but less than twenty five (25) years shall be allowed six (6) weeks annual vacation at their regular rate of pay.

All employees who have completed 25 calendar years of service and are in their 26th year shall be allowed six (6) weeks plus one (1) day.

All employees who have completed 26 calendar years of service and are in their 27th year shall be allowed six (6) weeks plus two (2) days.

All employees who have completed 27 calendar years of service and are in their 28th year shall be allowed six (6) weeks plus three (3) days.

All employees who have completed 28 calendar years of service and are in their 29th year shall be allowed six (6) weeks plus four (4) days.

20:07 Employees who have completed thirty (30) years or more of accumulated service shall receive seven (7) weeks vacation with pay at their regular rate of pay.

20:08 Employees who are absent from work without pay for thirty (30) calendar days or more shall have their vacation entitlement reduced in proportion to such time absent from work.

20:09 The vacation schedule shall be posted by March 1st each year. Employees must make their choice known to the Division Head by January 31st each year. All employees who have failed to file their request by January 31st will lose their seniority preference for vacation. Vacation requests for the period January 1st through January 31st shall be considered in the order received and without seniority preference.

Vacation selection commencing in the year 2006 to operate as follows:

- First Pick - 2 calendar week selection (2 consecutive weeks or 2 x 1 week blocks) any time of year; by seniority

- Second Pick – Select balance of vacation by seniority (Calendar week blocks)
- Once selected, vacation cannot be changed except by approval of the Department.
- Single day vacation selections permitted only by approval of the Department Head.
- Employees by seniority will make vacation selections at a predetermined date and time from a Master Vacation Board.
- Selections to be completed by February 1st of the immediately preceding year of vacation selection. The Department will confirm vacation selections by March 1st.

20:10 The vacation year shall be from January 1st to December 31st.

20:11 The City agrees to co-operate with the employees in making provisions that, where possible, employees may take two weeks of their annual vacation between May 1st and October 1st and if work load permits to make provision for those having more than two weeks vacation to take the complete vacation at one time except during the period May 1st to October 1st.

20:12 The vacation year shall be from January 1st to December 31st. Vacation requests to carry over vacation from one vacation year to the next, must be approved in advance by special written permission from the appropriate Commissioner.

An employee may carry over up to two weeks of vacation from one year to the next provided such request is made in writing prior to February 1st of the current year to the Department Head for approval. Such vacation must be taken in the subsequent year and it is understood and agreed that the pay shall be at the rate that would have been paid in the year the vacation entitlement originally occurred.

## 21:00 PAID HOLIDAYS

21:01 All employees shall be paid for the following holidays at the regular rate of pay:

| | |
|---|---|
| New Year's Day | Civic Holiday |
| Family Day (3rd Monday in February) | Labour Day |

| | |
|---|---|
| Good Friday | Thanksgiving Day |
| Easter Monday ** | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

Any employee who is required to work on a paid holiday, shall be paid at time and a half their standard rate of pay for every hour worked in addition to their regular holiday pay. Due to the nature of the work the number of employees released for the particular holiday will be at the discretion of the Department Head.

** Community Centres Division
Easter Sunday substituted for Easter Monday

21:02 If any of the above holidays falls on a Saturday or Sunday, the Friday or the Monday as designated by the City shall be considered as the Statutory Holiday for the purpose of this agreement.
Notwithstanding the above provision where either Christmas or Boxing Day falls on a Saturday or Sunday, the designated days may be the two (2) days immediately preceding or following Christmas or Boxing Day.
Every employee shall be granted time off with pay at their regular rate of pay in respect to a statutory holiday unless:

(1) The employee is required to work on a statutory holiday and does not work or leaves before the end of their shift without permission from their supervisor or;
(2) The employee does not work their last scheduled shift prior to or their first scheduled shift after the statutory holiday unless they were off work due to illness or with permission or;
(3) Subject to the provisions of the Employment Standards Act, the employee is on layoff on a statutory holiday or;
(4) Subject to the provisions of the Employment Standards Act, the employee is on leave of absence on a statutory holiday.

## 22:00 GROUP WELFARE PLAN

22:01 Employees shall be provided with the following health and insurance benefits. The City shall pay 100% of the premiums for employees participating in these plans.

- Ontario Hospital Insurance Plan (O.H.I.P.)

- Extended Health Care
  - Vision Care - $375.00/ 24 month (effective 1st of the month following ratification of the Memorandum of Agreement by the parties) and increase to $400.00/ 24 month effective February 1, 2017. Note: This amount can be used for laser eye surgery.
  - One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months. Hearing Aides up to a maximum of $300.00
  - Orthodics & orthopaedic shoes maximum of one (1) pair $400 per calendar year.
  - Pharmacy dispensing fees capped at $10.00 effective February 1, 2011 and increase to $11.00 effective February 1, 2013. No O.T.C. drug coverage with the exception of those deemed by the insurer to be “life sustaining”.
  - Ward Hospital Coverage

  Paramedical Benefit:

  Maximum of $1,000 per calendar year (effective 1st of the month following ratification of the Memorandum of Agreement by the parties) for any combination of the following services: Physiotherapist, Clinical Psychologist or Marriage & Family Therapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, and Nutritional Counselling by Professional Dietician.

- Out of Province Travel Plan
- Dental Plan #9, with Rider #3, (Orthodontic, effective 1st of the month following ratification of the Memorandum of Settlement by the parties increase to three thousand ($3,000 limit), at current ODA rates minus one year.)
- Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to

be paid for by the City. It is agreed that the full U.I.C. rebate on premiums shall be retained by the City.

- Group Life Insurance Plan
  - Life Insurance - One and one-half times (1-1/2 times) basic annual salary.
  - Double Indemnity for Accidental Death and Dismemberment

- Long Term Disability Insurance Plan

The parties agree that eligibility for L.T.D. benefits set out in this article will cease when:

(a) An active employee becomes eligible for an OMERS unreduced early retirement pension; or

(b) The gross monthly income payable to the employee from OMERS, Canadian Government Annuities, Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee form the Long Term Disability Benefit and the Canada Pension Plan Benefit.

**Active Employees Over Age 65**

Provide the following benefits to employees who continue to be actively employed beyond age 65:

- Limited Extended Health Care to retirement or age 70 max. No dependent coverage with the exception of spouse. Effective 1st of the month following ratification of the Memorandum of Settlement by the parties:
  1. Drug plan capped to $1,100 per annum and to $1,200 per annum effective February 1, 2014. Remains 90%/10% co-insurance; $10 dispensing fee cap; no OTC. Dependent Spouse under age 65 not subject to per annum cap.
  2. Paramedical capped $750 per annum.
  3. Vision Care - $250/24months. No eye examination coverage.
  4. No coverage of medical items.
- Life: Reduce to $10,000 fixed to retirement or age 70 max.

Benefits implemented effective the first of the month following the date the employee attains age 65.

22:02 Coverages for new employees will be effective as follows:

(a) Extended Health Care - 1st of the month following completion of 3 months service.
(b) Group Life Insurance - the day following completion of 3 months employment.
(c) Dental Plan - 1st day of the month following completion of 3 months service.

22:03 Coverages for Group Life Insurance and Long Term Disability Insurance shall normally be adjusted effective on the first day of February following, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement. Coverages under such plans shall be in accordance with the terms and conditions of Great West Life Policy 320925 Division 005 (Group Life Insurance) and Great West Life Policy 320925 Division 015 (Long Term Disability Insurance).

22:04 An employee who is absent from work without pay for 30 days or more shall be responsible for the payment of the total cost of the premiums for the benefits set out in Articles 22:01, 22:02 and 22:03.

22:05 Every employee shall be fully responsible for keeping the City informed of changes in his marital status or number of dependents. The City shall have the right to recover by payroll deduction any amounts of premium paid in excess of such premiums as a result of not being properly informed by any employee of their status for the purpose of insurance and medical coverage.

22:06 The City shall have the right to determine the carrier of all such benefits. All refunds, reduction of premiums, dividends, etc., shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union.

22:07 It is agreed that the full U.I.C. rebate on premiums shall be retained by the City.

22:08 The City agrees to cover the payment of premiums for O.H.I.P. and Extended Health Care on the same level as at the time of retirement from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. It shall also exclude payment to any retired employee engaged in full time employment.

All employees upon retirement may revert to $10,000 Group Life Insurance, 100% of the cost to be paid by the employee.

## 23:00 SICK LEAVE PROVISIONS

23:01 Sick Leave Defined: Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of accident for which compensation is not payable under the Workers' Compensation Act.

23:02 Upon completion of six months service, sick leave will be accumulated at the rate of one and one-half (1 1/2) days per month, retroactive to the date of commencement, up to a maximum of two hundred and fifty-five (255) working days.

23:03 A master record of each employee's sick leave, showing the accumulated credit and accredited debits shall be kept by the City and each employee may at reasonable times, check his current balance.

23:04 Recognized days off shall not be deducted from the accumulated sick leave.

23:05 No employee shall draw during their active service with the City accumulated sick leave benefits if their absence from work is not due to illness as attested by the certificate of a medical practitioner.

The City shall, effective first of the month following ratification of the Memorandum of Settlement by the parties, pay up to forty dollars ($40) and effective February 1, 2014 increase to forty-five

dollars ($45) for the completion of the City medical form when requested by the employer. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

23:06 An employee in receipt of WSIB payments for injuries or illness suffered during the course of employment, shall receive full salary and benefits during such period, provided that the difference between the amount of such compensation and their normal salary or wages is deducted from their unused sick leave credit and the payments shall cease when the credit is exhausted. All wage payments by the WSIB shall be deposited with the Employer.

An employee absent on Workers' Compensation shall receive a further payment, in addition to any W.S.I.B. payments that will provide a total payment to the Employee that will approximate but not exceed such Employee's net pay.

It is agreed that this amendment is subject to a review of the actual method of calculation and in the event both Parties agree to such calculation, the matter will be finalized by a letter of agreement.

23:07 Sick Leave without Pay: Sick leave without pay may be granted at the sole discretion of the City to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

23:08 Sick leave shall not accumulate during any period of absence from work without pay of 30 days or more, nor during any period for which sick leave is paid.

## 24:00 PENSIONS

24:01 The Council of the City of Sault Ste. Marie has set up a pension plan under the Ontario Municipal Employees Retirement System, which Plan includes employees of the City. The terms of the plan are covered in an agreement between the Council and the O.M.E.R.S., a copy of which will be supplied to each employee contributing to the plan.

24:02 The plan shall be made available to all permanent full time employees of the City and shall become part of this Agreement.

## 25:00 GENERAL CONDITIONS, PRESENT CONDITIONS AND BENEFITS

25:01 All rights, benefits, privileges, and working conditions which employees now enjoy, receive, or possess as employees of the City shall continue to be enjoyed and possessed insofar as they are consistent with this agreement but may be modified by mutual agreement between the City and the Union.

25:02 Proper Accommodation: Proper accommodation shall be provided for all employees of the City to have their meals and keep their clothes.

25:03 Employees who voluntarily perform duties other than their regular type of work are to receive the rate of pay normally paid such part time employees who are not classified within this agreement. This is to apply only when an employee performs such duties over and above his regular hours of employment.

25:04 The Parties hereby agree that there shall be no restriction on contracting out by the Corporation of their work or services of a kind and to a degree now performed by employees represented herein, provided however, that no permanent employee who has completed four years of service will be laid off due to contracting out.

25.05 Employees may request, in advance, the examination of the Human Resources Department File of his/her record. The file shall be shown to the employee during regular working hours at a time mutually agreed upon by the Commissioner of Human Resources or designate and the employee.

## 26:00 TOOLS, EQUIPMENT & CLOTHING

26:01 The City will provide all tools and equipment to carry out the work of the City, including rubber coats, pants, boots, and rubberized work gloves, for those engaged in work where such clothing is necessary.

26:02 The City will provide, where necessary, coveralls for all its employees.

26:03 All permanent and seasonal employees who were such on June 1st each year, will be provided an annual allowance one hundred eighty dollars ($180.00) effective the first pay period following ratification of the Memorandum of Settlement by the parties, for the purchase of one pair of C.S.A. approved safety boots.

26:04 **MECHANIC TOOL ALLOWANCE**

Effective February 1, 2014 the Tool Allowance of two hundred and twenty-five dollars ($225) to be paid to employees in the Mechanic Classification.

Effective the first of the month following ratification of the Memorandum of Agreement by the parties the tool allowance of two hundred twenty-five dollars ($225.00) to be paid to repairperson at Cemetery to be paid each year for the life of the agreement.

## 27:00 INCLEMENT WEATHER

27:01 Inside work will be provided for all permanent and seasonal employees if it is not reasonable to work outside during wet, stormy, or extremely cold weather.

27:02 When it is necessary for employees to work in an emergency during such weather, the City will provide rubber coats, pants, boots and hats. The City will also equip the trucks with suitable covering to protect the men riding to and from work.

27:03 The City shall provide adequate sanitary facilities where possible, and provide means whereby the men can change and dry their wet clothing.

## 28:00 WAGES

28:01 Each employee's job shall be described and classified, and a rate of pay applied to each employee.

28:02 Standard Hourly Wage Scale

For the term of this collective agreement the following standard hourly wage scale will be in effect for all jobs classified under Appendix "A" of this Agreement.

| JOB CLASS | FEB. 1, 2015 | FEB. 1, 2016 | FEB. 1, 2017 | FEB. 1, 2018 |
|---|---|---|---|---|
| 1 | 22.35 | 22.74 | 23.14 | 23.60 |
| 2 | 22.73 | 23.13 | 23.53 | 24.00 |
| 3 | 23.11 | 23.51 | 23.92 | 24.40 |
| 4 | 23.49 | 23.90 | 24.32 | 24.81 |
| 5 | 23.80 | 24.22 | 24.64 | 25.13 |
| 6 | 24.21 | 24.63 | 25.06 | 25.56 |
| 7 | 24.61 | 25.04 | 25.48 | 25.99 |
| 8 | 24.97 | 25.41 | 25.85 | 26.37 |
| 9 | 25.36 | 25.80 | 26.25 | 26.78 |
| 10 | 25.74 | 26.19 | 26.65 | 27.18 |
| 11 | 26.05 | 26.51 | 26.97 | 27.51 |
| 12 | 26.43 | 26.89 | 27.36 | 27.91 |
| 13 | 26.83 | 27.30 | 27.78 | 28.34 |
| 14 | 27.69 | 28.17 | 28.66 | 29.23 |
| 15 | 28.39 | 28.89 | 29.40 | 29.99 |
| *Cemetery Operator - Backhoe | 26.32 | 26.78 | 27.25 | 27.80 |

28:03 STUDENTS

28:03(a) Notwithstanding the provisions of Article 28:02 the following additional hourly wage rates shall be in effect.

| Students | FEB. 1, 2015 | FEB. 1, 2016 | FEB. 1, 2017 | FEB. 1, 2018 |
|---|---|---|---|---|
| 1st year | $11.87 | $12.09 | $12.31 | $12.56 |
| 2nd year | $12.15 | $12.37 | $12.60 | $12.85 |
| 3rd year | $12.60 | $12.83 | $13.07 | $13.33 |

28:03(b) The Union will be notified of students hired to perform work under the Labourer classification identified in Appendix A.

Students shall be covered under the collective agreement solely for the purpose of collecting union dues.

## 29:00 TERM OF AGREEMENT

29:01 This Agreement shall continue in force and effect from February 1st, 2015 until January 31st, 2019. Either party to this Agreement may, not more than ninety (90) days, and not less than thirty (30) days prior to January 31st, 2019 present to the other party in writing proposed terms of a new or further Agreement and/or Amendments to this Agreement and a conference shall be held within fifteen (15) days at which time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement by January 31st, 2019, this Agreement and all its terms will continue in force until a new Agreement is executed.

29:02 Unless either party gives to the other party a written notice of termination or a desire to amend this Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

IN WITNESS WHEREOF the parties hereto have hereunto set their corporate seals by the hands of their proper officers in that behalf the day and year first above written.

SIGNED, SEALED AND DELIVERED

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

*"CHRISTIAN PROVENZANO"*
MAYOR

*"MALCOLM WHITE"*
CLERK

**LOCAL NO. 3, CANADIAN UNION OF PUBLIC EMPLOYEES**

*"PAUL BEAUCHAMP"*
PRESIDENT

*"STEVE AIKENS"*
GROUP VICE-PRESIDENT

*"RANDY DEWLING"*
NEGOTIATING COMMITTEE

*"JESSE CRYSLER"*
SERGEANT OF ARMS

# APPENDIX "A"

## LIST OF THE JOBS COVERED BY THIS AGREEMENT:

| DIVISION AND JOB TITLE | JOB CLASS |
|---|---|
| **Parks Division** | |
| Labourer | 1 |
| Riding Mower Operator | 1 |
| Gardener Trainee (6 months) | 6 |
| Utility Arborist Trainee | 8 |
| Operator | 8 |
| Maintenance Person | 8 |
| Gardener | 9 |
| Utility Arborist | 12 |
| Carpenter | 15 |
| Carpenter/Cabinet Maker | 15 |
| Mechanic | 15 |
| **Group Leader** | |
| - Sportsfield | 10 |
| - Operations (Grass) | 10 |
| - Maintenance | 10 |
| - Repair/Maintenance | 10 |
| - Horticulture | 11 |
| - Forestry | 14 |
| **Cemetery Division** | |
| Labourer | 1 |
| Operator | 8 |
| Lead Hand | 10 |
| Mechanical Repairperson | 12 |
| Mechanic | 15 |
| * Group Leader | 14 |

Cemetery Operator - Backhoe(Maintain as separate scale)

Employee assigned to operate the Cremator will be paid at Job class 8.

Community Centres Division

| | |
|---|---|
| Janitor | 1 |
| Repairperson | 9 |
| Facility Operator | 11 |
| Facility Operator I Trainee Rate | 8 |
| Facility Operator II Trainee Rate | 9 |

Please note: Asterisk denotes Group Leader positions, assigned additional supervisory responsibilities.

# LETTER #1

## CLARIFICATION NOTES

## FACILITY OPERATOR RATES

Clarification Notes Regarding the Implementation of Facility Operator Trainee Rates.

- Facility Operator Trainee I – JC8

  Will be required to successfully complete within 12 months of hiring (1) Certified Pool Operator (CPO) Certificate and (2) Written Examinations of the Technical Safety & Standards Association (TSSA) for the Refrigerator Operator Class “B” Certificate.

  Failure to obtain the above noted qualifications within twelve (12) months from the date of hire will result in termination of employment. Termination for failure to obtain the necessary qualifications within the twelve (12) month period will not be subject to the grievance procedure.

  In the event the employee was unable to complete the above noted qualifications within the twelve (12) months following hiring due to circumstances beyond the employee’s control, the City reserves the right to extend the twelve (12) month limit in order for an employee to successfully acquire the above noted qualifications.

- Facility Operator Trainee II – JC9

  Employee must possess the CPO and have successfully passed the written examinations for Refrigeration Operator Class B Certificate.

- Facility Operator – JC 11

  Employee possesses and is expected to maintain valid CPO Certificate and Refrigeration Operator Class B Certificate.

  Failure to maintain the requisite qualifications shall result in disciplinary action up to and including discharge.

Note:

Mr. P. Sarlo: Possesses Class B but not CPO. Grandfathered into JC 11 but will not be permitted to work in Pools unless CPO Certificate successfully obtained.

Transferred Parks Employees

In the event Parks personnel are required to be transferred to Facilities, the employees so transferred shall be assessed against the requirements of Facility Operator and will be paid JC 8, 9 or 11 accordingly.

This provision to be null and void should the parties agree to the transfer of Parks to the jurisdiction of the Local 3 PWT collective agreement.

AGREED TO THIS 1st DAY OF APRIL, 2015

| FOR THE UNION | FOR THE CITY |
|---|---|
| "Cathy Donnelly" | "Peter Niro" |
| "Paul Beauchamp" | "Larry Girardi" |
| "Steve Aikens" | "Nick Apostle" |
| "Randy Dewling" | "Travis Reid" |
| "Jesse Chrysler" | "Norm Fera" |
| | "Ida Bruno" |

## LETTER #2

## LETTER OF UNDERSTANDING

**Between**

## THE CITY OF SAULT STE. MARIE

**and**

## LOCAL 3, C.U.P.E. – C.S.D.

The parties agree to the following with respect to the Lock Operation:

1. It is understood that the Locks Operation shall be considered to be within the Community Centres Division.

2. Seniority shall be exercised only within the Community Centres Division.

3. With the exception as outlined in item #1 above, it is to be understood that the Lockmaster function will be incorporated into the Facility Operator Classification.

4. In view of the odd hours of operation of the Locks, the parties agree for all Facility Operators at the Locks operation:

    a) Articles 16 (Hours of Work), 18 (Overtime), and 19 (Premiums) of the Collective Agreement are waived except that the Employer will pay the Sunday Premium per article 19:02

    b) The parties agree that the hours of operation and therefore the worker's hours of work will be discussed with the employee one week prior to making changes to the schedule. The parties recognize that the normal work day would be a maximum of 12 hours in a given day at regular hourly rate.

    Coffee and lunch breaks will be paid and are to be taken on the job.

    c) The normal work-week shall be Sunday to Saturday.

d) Hours of work will be an average of 40 hours per week over a 160 hour cycle.

e) A scheduled week of vacation will consist of seven (7) consecutive days off.

AGREED TO THIS 1st DAY OF APRIL, 2015

| FOR THE UNION | FOR THE CITY |
|---|---|
| "Cathy Donnelly" | "Peter Niro" |
| "Paul Beauchamp" | "Larry Girardi" |
| "Steve Aikens" | "Nick Apostle" |
| "Randy Dewling" | "Travis Reid" |
| "Jesse Chrysler" | "Norm Fera" |
| | "Ida Bruno" |

## LETTER #3

## MEMORANDUM OF AGREEMENT

**Between**

## THE CITY OF SAULT STE. MARIE

**and**

## LOCAL 3, C.U.P.E. – C.S.D.

The following is an agreement by the parties with respect to Mechanics within CUPE Local 3 C.S.D. and is subject to ratification by the Union and the City. The parties agree to unanimously recommend acceptance to their principals. The provisions of the collective agreement apply except as set out below:

| | | |
|---|---|---|
| 1. | Duties | Parks and Cemetery Mechanics will work on all City equipment as assigned. |
| 2. | Hours of Work | The Parks Mechanics will be incorporated into the Public Works and Transportation schedule, including shiftwork and standby. |
| 3. | Rate of Pay | Parks and Cemetery Mechanics will be placed in the new Job Class 15 and will be paid at that rate.<br><br>Shift premiums shall be as per the C.S.D. Collective Agreement. (Article 19:01 and 19:02) |
| 4. | Call Out | The provisions of article 18:02 do not apply. When employees are called from home, they shall receive a minimum of three (3) hours pay at the overtime rate. |
| 5. | Stand-By | Employees who are on standby shall be paid one (1) hour's pay at their regular rate for each eight (8) hours required to be on standby in addition to the call-out provisions outlined in Item No. 4 above. |

This Memorandum of Agreement is exclusive to the Mechanics and is not be construed as precedent setting for other part of the operations.

This memorandum of Agreement shall be in effect until January 31, 2015 and will be subject to the provisions of Article 29:01 for renewal.

AGREED TO THIS 1st DAY OF APRIL, 2015

| FOR THE UNION | FOR THE CITY |
|---|---|
| "Cathy Donnelly" | "Peter Niro" |
| "Paul Beauchamp" | "Larry Girardi" |
| "Steve Aikens" | "Nick Apostle" |
| "Randy Dewling" | "Travis Reid" |
| "Jesse Chrysler" | "Norm Fera" |
| | "Ida Bruno" |

## LETTER #4

## LETTER OF UNDERSTANDING

**Between**

## THE CITY OF SAULT STE. MARIE

**and**

## LOCAL 3, C.U.P.E. – C.S.D.

## ARENAS AND POOLS

The City has the right to open and manage its facilities and determine staffing as may be required to meet operational demands. It is understood an Operator will be on duty at a scheduled program or event in the facility.

AGREED TO THIS 1st DAY OF APRIL, 2015

| FOR THE UNION | FOR THE CITY |
|---|---|
| "Cathy Donnelly" | "Peter Niro" |
| "Paul Beauchamp" | "Larry Girardi" |
| "Steve Aikens" | "Nick Apostle" |
| "Randy Dewling" | "Travis Reid" |
| "Jesse Chrysler" | "Norm Fera" |
| | "Ida Bruno" |

## LETTER #5

## LETTER OF UNDERSTANDING

**Between**

## THE CITY OF SAULT STE. MARIE

**and**

## LOCAL 3, C.U.P.E. – C.S.D.

## DUTY TO ACCOMMODATE

The Return to Work Coordinator or designate will request the attendance of a Union Representative* at a meeting required for the accommodation of an employee with:

(a) a permanent disability or
(b) a temporary disability known at the outset to be for a duration greater than thirty (30) days.

- * The Union shall designate the representative(s) to deal with disability related matters. Unavailability or non-attendance of the designated Union representative at meetings arranged by the Return to Work Coordinator or designate shall not delay the accommodation process.

- * Either party may request a re-scheduling of a meeting with notice to the other party within five (5) days of such meeting being scheduled.

- Both parties recognize the benefits of early and safe return to work and the parties endeavour to schedule meetings to deal with such matters as promptly as possible.

The Union can propose alternative accommodations including entry level positions.

It is understood the employee and union will be provided with a reasonable amount of time to consider and respond to a proposed permanent disability accommodation.

The Return to Work Coordinator or designate will arrange quarterly meetings with the designated Union Representative to review accommodation activity.

AGREED TO THIS 1st DAY OF APRIL, 2015

| FOR THE UNION | FOR THE CITY |
|---|---|
| "Cathy Donnelly" | "Peter Niro" |
| "Paul Beauchamp" | "Larry Girardi" |
| "Steve Aikens" | "Nick Apostle" |
| "Randy Dewling" | "Travis Reid" |
| "Jesse Chrysler" | "Norm Fera" |
| | "Ida Bruno" |

## LETTER #6

## LETTER OF UNDERSTANDING

**Between**

## THE CITY OF SAULT STE. MARIE

**and**

## LOCAL 3, C.U.P.E. – C.S.D.

## CONSOLIDATION OF THE LOCAL 3 CSD COLLECTIVE AGREEMENT

Whereas the parties agree that it is beneficial to consolidate the Local 3 Community Services Collective Agreement in whole or in part into the Local 3 Public Works and Transportation Collective Agreement the parties agree to form a Committee consisting of Union representatives from Local 3 CSD (3 representatives - one (1) from each of Cemeteries, Parks and Facilities), Local 3 PWT (3 representatives) and representatives of the City for this purpose.

The parties will meet to discuss the possibility of the movement of the Facilities, Parks and Cemeteries Divisions from the CSD agreement into the jurisdiction of the Local 3 PWT collective agreement.

AGREED TO THIS 1st DAY OF APRIL, 2015

| FOR THE UNION | FOR THE CITY |
|---|---|
| "Cathy Donnelly" | "Peter Niro" |
| "Paul Beauchamp" | "Larry Girardi" |
| "Steve Aikens" | "Nick Apostle" |
| "Randy Dewling" | "Travis Reid" |
| "Jesse Chrysler" | "Norm Fera" |
| | "Ida Bruno" |

## LETTER #7

## LETTER OF UNDERSTANDING

## Between

## THE CITY OF SAULT STE. MARIE

## AND

## LOCAL 3 C.U.PE. – C.S.D.

The City agrees to maintain the wages of an employee on Paid Approved Union Leave subject to the following conditions:

The Union has confirmed that it will provide WSIB coverage for members on Leave for Union Business. The Union shall provide to the City initially and at any time upon request thereafter its WSIB Clearance Certificate to verify it has such valid coverage. The Union shall also provide to the City its WSIB account number. It is the responsibility of the Union to maintain such coverage. Failure of the Union to maintain such coverage shall make this agreement null and void. The City will not be responsible for WSIB coverage when an employee is on such leave.

The agreement shall state that the Union will promptly reimburse the City within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The City will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave – P.A.U.L.) on the employee's pay stub and the City shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, City OMERS share, City share of CPP and City share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the City the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation

entitlement) for the period of absence plus a Sick Leave reimbursement amount of 1.5 day's pay for each twenty (20) working days absence.

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one and one-half (1-1/2) hour at the CUPE 67 Civic JC 10 Level 4 rate for the preparation of such invoice.

The City shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to the one (1) identified address.

Requests for Leave for Union Business approved by a representative of the Union shall be on a form provided by the City for approval by the respective Department Head and distributed to Accounting Division with a copy to the Human Resources Department.

The commencement date of this process shall be on the first of a month as soon as practicable following ratification of the Memorandum of Settlement by the parties.

AGREED TO THIS 1st DAY OF APRIL, 2015

| FOR THE UNION | FOR THE CITY |
|---|---|
| "Cathy Donnelly" | "Peter Niro" |
| "Paul Beauchamp" | "Larry Girardi" |
| "Steve Aikens" | "Nick Apostle" |
| "Randy Dewling" | "Travis Reid" |
| "Jesse Chrysler" | "Norm Fera" |
| | "Ida Bruno" |

## NOTES:

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2016-104**

**AGREEMENT**: (H1.2) A by-law to authorize the execution of an agreement between the City and Local 67, Canadian Union of Public Employees for the term commencing February 1, 2015 to January 31, 2019.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001, S.O. 2001*, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto attached and dated the 1st day of February, 2015 between the City and Local 67, Canadian Union of Public Employees for the term commencing February 1, 2015 to January 31, 2019.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 22nd day of August, 2016.

_____
**MAYOR – CHRISTIAN PROVENZANO**

_____
**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

da LEGAL\STAFF\BYLAWS\1. 2016\2016-104 AGREEMENT EMPLOYEES CUPE 67.DOC

**AGREEMENT**

**between**

**THE CORPORATION OF THE CITY OF**
**SAULT STE. MARIE**

**-and-**

**LOCAL 67**
**CANADIAN UNION OF PUBLIC EMPLOYEES**
**CIVIC CENTRE**

CUPE Canadian Union of Public Employees

**February 1, 2015 to January 31, 2019**

## INDEX


| Article | | Page No. |
|---|---|---|
| 1 | Purpose | 1 |
| 2 | Scope | 1 |
| 3 | Union Security | 2 |
| 4 | Negotiating & Grievance Committee | 2 |
| 5 | Bulletin Boards | 3 |
| 6 | Management Rights | 4 |
| 7 | No Discrimination | 4 |
| 8 | Grievance Procedure | 5 |
| 9 | Arbitration | 6 |
| 10 | No Strikes or Lockouts | 6 |
| 11 | Seniority | 7 |
| 12 | Job Postings | 9 |
| 13 | Transfer to Supervisory Positions | 10 |
| 14 | Leave of Absence | 10 |
| 15 | Regular Hours of Work & Working Conditions | 12 |
| 16 | Vacations with Pay | 13 |
| 17 | Paid Holidays | 14 |
| 18 | Welfare Plan | 15 |
| 19 | Sick Leave | 19 |
| 20 | Pensions | 20 |
| 21 | Safety Provisions | 21 |
| 22 | Car Allowance | 21 |
| 23 | Wages | 22 |
| | 23:02 - Standard Wage Scale | 22 |
| | 23:06 – Progressional Rates | 24 |
| | 23:14 - Temporary Transfers | 28 |
| 24 | Contracting Out | 29 |
| 25 | General | 29 |
| 26 | Term of Agreement | 29 |
| | Appendix B | 31 |
| | Appendix C | 38 |

## Letters of Understanding


| | | |
|---|---|---|
| #1 | Subsidized Work Programs | 39 |
| #2 | WSIB Top Up | 40 |
| #3 | Joint Consultation | 41 |
| #4 | Seniority and Layoffs | 43 |
| #5 | Absenteeism | 44 |
| #6 | Temporary Transfer Opportunities | 45 |
| #7 | Welfare Benefits | 47 |
| #8 | Disability Accommodation | 48 |
| #9 | Social Housing - Standby & Callout | 49 |
| #10 | Job Evaluation System Review | 53 |
| #11 | Paid Approved Union Leave | 54 |
| #12 | Status Change Process – Permanent Part-time to Permanent Full-time | 56 |

THIS AGREEMENT MADE AND ENTERED

INTO THIS 1ST DAY OF

FEBRUARY 2015

BETWEEN:

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE
(Hereinafter referred to as the "City")
of the first part

-AND-

LOCAL 67, CANADIAN UNION OF
PUBLIC EMPLOYEES
(Hereinafter referred to as the "Union")
of the second part

1:00 PURPOSE

1:01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the City and its employees and to provide the machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of the agreement.

2:00 SCOPE

2:01 The City recognizes the Union as the sole and exclusive collective bargaining agent for all clerical and technical employees of the City Hall staff of the Corporation of the City of Sault Ste. Marie as set forth in Appendix "B".

2:02 When new jobs are established which are to be excluded from the bargaining unit the City will promptly advise the Union in writing of the

names of the incumbents of such jobs. Within one month of this notification, the City will submit to the Union a summary of the job functions and responsibilities. If the Union does not agree that the job is properly excluded from the bargaining unit, it may file a grievance at Step II within twenty-one days of receiving the summary of the job functions and responsibilities.

## 3:00 UNION SECURITY

3:01 All employees of the City, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. In accordance with this understanding, the City shall not be required to discharge an employee who has been expelled or suspended from the Union other than for engaging in unlawful activity against Local 67, as defined in the Ontario Labour Relations Act.

3:02 The City shall deduct from the salary of each employee, commencing with the first pay cheque, the current monthly Union dues as set out from time to time, and remit same as set out in Article 3:03, provided such dues are to be uniformly levied for a period of not less than 12 months. The City will provide to the union with each dues remittance a list indicating by employee the bi-weekly earnings upon which union dues are based and the employee status.

3:03 The City agrees to deduct from the earnings of each employee the regular Union dues and to transmit by cheque regularly each month to the Financial Secretary of the Union the full amount of dues so collected, accompanied by a list that includes the names, home addresses and home phone numbers of all employees from whose wages the deductions have been made.

3:04 The Union shall save the City harmless from any and all claims which may be made against the City for amounts deducted from employees pay as herein provided.

## 4:00 NEGOTIATING & GRIEVANCE COMMITTEE

4:01 The City acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than three (3) employees,

and will recognize and deal with the said Committee with respect to any matter which may properly arise from time to time during the term of this agreement.

4:02 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees who shall have access to the City premises in order to investigate or assist in the settlement of grievances.

4:03 The City acknowledges the right of the Union to appoint or otherwise select eight (8) stewards from among the members.

4:04 The City acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members.

4:05 The Union acknowledges that the Stewards, Members of the Grievance and Negotiating Committees, and the Union Officers have regular duties to perform on behalf of the City and such persons shall not absent themselves from their regular duties without obtaining prior approval from their Department Heads.

The City agrees to maintain the pay of such persons on approved absence for all reasonable time so spent but only for such hours that are straight time regularly scheduled working hours.

4:06 The Union agrees to notify the City in writing of the names of the Stewards and members of the Negotiating and Grievance Committees and to notify the City in writing of any changes in such Committee members.

4:07 The parties agree to establish a Joint Consultation Committee with equal representation from each party to deal with matters of mutual concern relating to the workplace. The terms and conditions of the committee are outlined in the letter appended to this Collective Agreement entitled Joint Consultation Committee - Terms and Conditions.

## 5:00 BULLETIN BOARDS

5:01 The Union shall have the use of the bulletin boards on each floor of the City's premises, where applicable, as well as the office bulletin board in

the Works building for the posting of notices relating to Union business or activity. The Union agrees that any notices to be posted thereon shall be signed by an authorized officer of the union and such postings shall be removed only by an authorized representative of the Union.

## 6:00 MANAGEMENT RIGHTS

6:01 The Union agrees that the management of the City and the direction of the working forces are vested exclusively with the City. Subject to the provisions of this agreement, the City retains the sole right to hire, layoff, assign, promote, transfer, and to discipline, suspend or discharge employees for proper cause and to determine the number of employees to be used, the starting and quitting time, the number of hours to be worked and to establish rules and regulations governing the conduct of its employees. The City also has the sole and exclusive responsibility over the use of improved methods, machinery and equipment and jurisdiction over all operations, building and tools which are the property of the City.

6:02 It is understood and agreed that such functions shall be exercised in a manner consistent with the provisions of this agreement.

## 7:00 NO DISCRIMINATION

7:01 The Corporation, the Union, and their agents agree not to discriminate against any employees because of their membership in the Union or for any reason as set out in the Ontario Human Rights Code.

7:02 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practiced on employees of the City by any of its members or representatives, and that there will be no Union activity, solicitation for membership or collection of dues on City time, and no meetings on City premises except with the permission of the City.

7:03 If an employee believes they have been subject to conduct contrary to the City's Code of Conduct, they shall submit their concern in writing to their respective Department Head with a copy to the Union. The Department Head will provide a written response to the employee with

a copy to the Union upon conclusion of the investigation by the Department Head.

If the employee is not satisfied with the Department Head's response, the employee may submit the concern to the Chief Administrative Officer with a copy to the respective Department Head and Union. Upon conclusion of an investigation, the Chief Administrative Officer will provide a written response to the employee with a copy to the respective Department Head and Union.

## 8:00 GRIEVANCE PROCEDURE

8:01 Grievances shall be dealt with in the following manner provided such grievances are filed in writing within fifteen working days of the occurrence of the incident which gave rise to the matter in dispute. Requests for grievance hearings and replies following such hearings shall be in writing at all steps. Grievances shall specify the clause or clauses in the Agreement which it is believed the City has violated and shall include a statement of facts outlining in what manner the City's interpretation of a clause is disputed. A copy of the grievance will be submitted at each step of the grievance procedure. The City will arrange a hearing at the first step within fifteen (15) working days of receipt of the grievance.

Responses to all steps of the grievance procedure will be copied to the Union Grievance Committee Chair.

STEP I The employee, assisted by a steward or an officer of the Union, shall discuss the case with the Department Head. The Department Head shall render a decision within five working days of the hearing.

STEP II If the Union considers that a satisfactory settlement was not reached in Step I it may, within 5 working days of receipt of the Step I reply, request a hearing by the Commissioner of Human Resources or representative. The Commissioner of Human Resources or representative shall render a decision within 5 working days of the hearing.

STEP III If the Union considers that a satisfactory settlement was not reached in Step II, it may, within 5 working days of receipt of the

Step II reply, request a hearing by the Chief Administrative Officer, or representative. The Chief Administrative Officer, or representative, shall render a decision within 5 working days of the hearing.

8:02 Where the dispute involves a question of general application or interpretation of the terms of the Agreement, either the Union or the City may file a grievance at Step II of the Grievance Procedure.

8:03 The time limits set out in the Grievance procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

## 9:00 ARBITRATION

9:01 If the Union considers a satisfactory settlement was not reached in Step III of the Grievance Procedure, it may, within ten (10) working days of the receipt of the Step III reply, invoke the Arbitration provisions of the Agreement by providing written notice to the City of its referral of the grievance to Arbitration. Furthermore, within twenty (20) working days following such notice, the Union shall propose a sole arbitrator or Nominee to a Board of Arbitration to hear the grievance. The parties agree to cooperate to establish a mutually satisfactory date as soon as practicable for the hearing of the grievance before a sole arbitrator/Arbitration Board.

A sole arbitrator/Arbitration Board shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.

The time limits set out in this Arbitration procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

## 10:00 NO STRIKES OR LOCKOUTS

10:01 In view of the orderly procedure established herein for the disposition of grievances and complaints, the City agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or other collective action

which will stop or interfere with the services of the City for the duration of this Agreement.

11:00 SENIORITY

11:01 The Corporation agrees that in the event of layoff, employees shall be laid off in the reverse order of their seniority and where it is necessary to rehire former employees, they shall be re-employed in the reverse order in which they were laid off. During any such period of layoff an employee shall continue to accrue seniority for a period up to 12 consecutive months but shall not be entitled to any other benefit except the right of recall to work.

11:02 However, it is understood and agreed that in all cases of promotion to a higher job class, decreases in forces and recall after layoffs the following factors shall be considered:
(1) Qualifications to perform the work
(2) Seniority
Where qualifications to perform the work is considered to be equal, seniority shall be the determining factor.

11:03 A new employee shall be on probation until the employee has worked a period of six (6) months and paid according to the salary schedule for the job occupied and during such period the employee shall be subject to rights under the grievance procedure except on termination of employment. If retained after the probation period, such employee's seniority shall be dated from the day he or she commenced work.

11:04 Seniority shall be calculated from the last date of employment. Seniority shall be forfeited and employment will be terminated if:

(1) the employee voluntarily quits his employment;

(2) the employee is discharged for proper cause;

(3) the employee fails to report to work within fifteen days after being notified by registered mail to return to work following a layoff.

(4) the employee is absent from work for five (5) working days without permission or just cause.

(5) (a) the employee is absent from work due to non-occupational illness or accident subject to the following conditions:

(i) during the first 12 months of any such absence the City agrees to provide at its cost all benefits set out in Article 18:00

(ii) at the end of such 12 month period such employee will be responsible for the total cost of all benefits set out in Article 18:00;

(iii) the City agrees to maintain the seniority of such employee for a 36 month period, after which employment will be terminated.

(b) the employee is absent from work due to an occupational illness or accident for which W.S.I.B. is paid subject to the following conditions:

(i) during the first 24 months of such absence the City will provide at its cost all benefits set out in Article 18:00;

(ii) at the end of such 24 month period such employee will be responsible for the total cost of all benefits set out in Article 18:00;

(iii) the City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated.

(6) an employee with less than five (5) years service is absent from work for a period in excess of twelve calendar months due to a layoff;
an employee with more than five (5) years service is absent from work for a period in excess of twenty-four calendar months due to a layoff.

11:05 An up-to-date seniority list shall be posted on the appropriate bulletin boards for a period of 30 days in January of each year.

11:06 A temporary vacancy is defined as a vacancy scheduled to be up to eight (8) months in duration. Twelve (12) month temporary absences will apply to Maternity, Paternity and Sick Leave absences and the related “domino” or cascade vacancies.

11:07(a) The parties agree that an employee hired to fill a temporary vacancy shall not accrue seniority and shall not be provided with any benefits other than as required by law.

11:07(b) Students are temporary employees hired for a school vacation period or semester under a Cooperative school program. Students shall not:

a) accrue seniority
b) have access to the grievance procedure
c) be provided with any benefits other than as required by law.

11:08 In the event that a temporary employee engaged in a temporary position works continuously for a period beyond the time specified in Article 11:06, such employee shall become established and entitled to all the benefits under this collective agreement. The Union shall be informed when a temporary employee is hired.

## 12:00 JOB POSTINGS

12:01 The City agrees to post all permanent vacancies, which occur within the bargaining unit for a period of not less than five (5) working days.

The City further agrees not to hire new employees for jobs posted until the job posting time limit of five (5) working days has expired. Any employee wishing to make application shall do so within the required time limit in writing. All applications will be acknowledged within fourteen (14) days of receipt in writing.

12:02 The City agrees to forward to the Recording Secretary of the Union, copies of all job postings.

12:03 All job postings will contain:

1. Job Class
2. Salary Range

Any vacancy not filled within 3 months of the expiry date of such job posting shall be considered cancelled, and prior to filling such vacancy it will be posted in accordance with Article 12:01.

12:04 The City agrees to forward to the Secretary-Treasurer of the Union the monthly salary of all new employees and also any change in salary of existing employees.

12:05 When an employee, as a result of a permanent job posting, is promoted to a higher job class or laterally transferred to another position in the same job class, the employee will be on a trial period for a period of three (3) months. Employees shall have the right to only one (1) lateral transfer per year. If performance is not satisfactory during this period, the City shall have the right to revert the employee back to their former position and salary. The employee also during such trial period shall have the right to revert to his/her former position and salary.

## 13:00 TRANSFER TO SUPERVISORY POSITIONS

13:01 The appointment or selection of employees for supervisory positions, or for positions not subject to this agreement, is not governed by this agreement, but if an employee is so transferred and later is transferred back to a position which is governed by this agreement, then the seniority which they have accumulated in such supervisory position shall be counted as service in the City.

## 14:00 LEAVE OF ABSENCE

14:01 The City may grant leave of absence without loss of seniority or occupational classification and without pay for a period up to ninety (90) days to any employee requesting such leave for a good and sufficient cause. Where possible, application for leave of absence shall be made at least two (2) months prior to date of leave and the applicant shall be given notice in writing within fourteen (14) days from the date of application.

14:02 When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay up to a maximum of four (4) working days for any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral. If the funeral is more than two hundred kilometres (200 km) from Sault Ste. Marie, the four (4) working days shall be any days which are normally straight time working days

and fall within the period from the day of the death up to and including the day following the funeral.

Immediate family means: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, mother-in-law, and father-in-law. Leave of absence without loss of pay for four (4) working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under per part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral of the employee's brother-in-law or sister-in-law, aunt and uncle.

Non attendance at the funeral regardless of distance disqualifies the employee from funeral leave.

"spouse" means a person
(a) to whom the person is married, or
(b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,
    (i) have cohabited for at least one year,
    (ii) are together the parents of a child, or
    (iii) have together entered into a cohabitation agreement under section 53 of the *Family Law Act*; ("conjoint").

14:03 An employee seeking further training, to be used in the service of the City may be granted, if approved by Council, the necessary leave of absence to pursue their aim, and may be granted a subsistence allowance.

14:04 Members of the Union duly appointed or elected by the Union membership for the purpose of attending conventions or other Union business shall be granted leave of absence without pay for the time actually required to attend such conventions but not more than four (4) members shall be granted this privilege at one time. Provided such leave will not interfere with the operations of any one department but such leave shall not be unreasonably withheld.

14:05 Notwithstanding the length of service of an employee, the Corporation shall provide Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act.

14:06 The City shall grant leave of absence without loss of seniority to an employee who serves as a juror in the District of Algoma. The City shall pay such employee the difference between their normal earnings and the payment they receive for jury service excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

15:00 REGULAR HOURS OF WORK AND WORKING CONDITIONS

15:01 The regular hours of work for all employees covered by this agreement shall be seven (7) hours per day, thirty- five (35) hours per week.

15:02 The City agrees to pay employees on standby 1 hours pay at their regular rate for each eight hours required to be on standby in addition to the callout provisions of this agreement.

15:03 An employee shall be entitled to a minimum of three (3) hours at time and one-half (1-1/2) the employee's regular rate of pay when called out to work overtime.

15:04 (a) All hours worked outside the regular hours, when authorized by the Department Head, shall be paid for at time and one-half the employee's regular rate of pay, or shall be given time and one-half off with pay at a time mutually agreeable to the employee and the supervisor.

(b) Effective commencing February 1, 2015, employees selecting time off in lieu of overtime payment shall be permitted to accumulate a maximum bank of seventy (70) lieu time hours at any given time. Requests for lieu time off will continue to be considered pursuant to the provisions of 15:04(a).

15:05 The Corporation shall pay a meal allowance of $12.50 (effective the first of the month following ratification of the Memorandum of Settlement by the Parties) and increase to $12.75 effective Feb. 1, 2016, $13.00 effective Feb. 1, 2017, and $13.25 effective Feb. 1, 2018, for an employee required to work ten (10) hours or more and an additional meal allowance for every five (5) hours he is required to work thereafter.

In addition, the Corporation shall pay a meal allowance as outlined in the preceding sentence for an employee required to work five (5) consecutive hours on a call-out.

16:00 VACATIONS WITH PAY

16:01 All employees with less than 12 months service by December 31st, shall receive one day's vacation for each completed calendar month worked to a maximum of 10 days.
Such vacation shall be taken in the following year with pay at 4% of the previous years earnings.

16:02

(i) All employees who have completed one (1) calendar year of service and are in their second ($2^{nd}$) year of service shall receive two (2) weeks plus one (1) day of annual vacation at their regular rate of pay.

(ii) All employees who have completed two (2) calendar years of service are in their third ($3^{rd}$) year of service shall receive two (2) weeks plus two (2) days of annual vacation at their regular rate of pay.

(iii) All employees who have completed three (3) calendar years of service are in their fourth ($4^{th}$) year of service shall receive two (2) weeks plus three (3) days of annual vacation at their regular rate of pay.

16:03 All employees who have completed four (4) calendar years of service and are in their fifth ($5^{th}$) year of service but less than ten (10) years of service shall be allowed three (3) weeks annual vacation at their regular rate of pay.

16:04 All employees who have completed nine (9) calendar years of service and are in their tenth ($10^{th}$) year of service but less than fifteen (15) years of service shall be allowed four (4) weeks annual vacation at their regular rate of pay.

16:05 All employees who have completed fourteen (14) years of service and are in their fifteenth ($15^{th}$) year of service but less than twenty (20) years of service shall be allowed five (5) weeks annual vacation at their regular rate of pay.

16:06 All employees who have completed nineteen (19) calendar years of service and are in their twentieth ($20^{th}$) year but less than twenty five

(25) years shall be allowed six (6) weeks annual vacation at their regular rate of pay.

(b) All employees who have completed 25 calendar years of service and are in their 26th year shall be allowed six (6) weeks plus one (1) day.

All employees who have completed 26 calendar years of service and are in their 27th year shall be allowed six (6) weeks plus two (2) days.

All employees who have completed 27 calendar years of service and are in their 28th year shall be allowed six (6) weeks plus three (3) days.

All employees who have completed 28 calendar years of service and are in their 29th year shall be allowed six (6) weeks plus four (4) days.

16:07 All employees who have completed twenty nine (29) calendar years of service and are in their thirtieth (30th) year or more shall be allowed seven (7) weeks annual vacation at their regular rate of pay.

16:08 An employee may accumulate annual vacation over a two year period, with Department Head and Chief Administrative Officer approval.

16:09 The application to carry over holidays from one year to another must be submitted in writing to the head of the Department before March 1st of that year.

16:10 Employees who are off work without pay for 30 days or more shall have their vacation pay reduced in proportion to such time absent from work.

16:11 Applications for vacations during the year must be submitted in writing to the head of the Department before November 15th of the year preceding the vacation request with approval on or before December 1st each year.

Employees shall be given the opportunity of stating their preference for their vacation period according to length of service.

17:00 <u>PAID HOLIDAYS</u>

17:01 The following holidays shall be recognized as time off with pay for all regular employees:

| | |
|---|---|
| New Year's Day | Civic Holiday |
| Family Day (3rd Monday in February) | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

If any of the above holidays fall on a Saturday or Sunday, the Friday or the Monday as designated by the City shall be considered as the paid holiday for the purposes of this agreement.
Notwithstanding the above provision, where either Christmas or Boxing Day falls on a Saturday or Sunday, the designated days may be the two (2) days immediately preceding or following Christmas or Boxing Day.
Every employee shall be granted time off with pay at their regular rate of pay in respect to a paid holiday unless:

(1) the employee is required to work on a paid holiday and does not work or leaves before the end of their shift without permission from the supervisor, or;
(2) the employee does not work their last scheduled shift prior to or their first scheduled shift after the paid holiday unless they were off work due to illness or with permission, or;
(3) subject to the provisions of the Employment Standards Act, the employee is on layoff on a paid holiday or;
(4) subject to the provisions of the Employment Standards Act, the employee is on leave of absence on a paid holiday.

17:02 An employee required to work on a paid holiday shall receive pay at time and one-half the regular rate of pay for all hours worked in addition to the holiday pay.

18:00 <u>WELFARE PLAN</u>

18:01 It is agreed that the employees covered by this agreement will be provided with Green Shield benefits as listed:

- Ward Coverage
- Extended Health Care
    - Effective 1st of the month following ratification of the Memorandum of Settlement increase vision Care amount to $375.00/24 month and effective February 1, 2017, increase to

$400/24 month. (Note – this amount can be used for laser eye surgery.)

- One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.
- Orthotics & orthopedic shoes maximum of one (1) pair $400 per calendar year.
- Pharmacy dispensing fees capped at $10.00 and increase to $11.00 effective February 1, 2013. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".

Paramedical Benefit:

Maximum of $1,000 (effective 1st of the month following ratification of the Memorandum of Settlement) per calendar year for any combination of the following services:
Physiotherapist, Clinical Psychologist or Marriage & Family Therapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, and Nutritional Counselling by Professional Dietician.

- Out of Province Travel Plan
- Dental Plan #9, with Rider #3, (Orthodontic, three thousand ($3,000 limit), at current ODA rates minus one year.
- Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the City. It is agreed that the full U.I.C. rebate on premiums shall be retained by the City.

Coverage for new employees shall be effective as follows:

(a) Extended Health Care - 1st day of the month following date employed.
(b) Dental - 1st day of the month following completion of three (3) months service.

- **12 Month Pregnancy/Parental Replacement Temporary Employees**
  **– Limited Benefit Coverage**

  Prescription Drug Benefit Plan at 90%/10% Co-Insurance
  (Plan subject to elimination of OTC's and $8 Dispensing Fee Cap and effective February 1, 2014 increase to $10.)

Vision Care - $125 (effective 1st of the month following ratification) per 24 months

- **Active Employees Over Age 65**

  Effective the 1st of the month following ratification of the Memorandum of Settlement by the parties, provide the following benefits to employees who continue to be actively employed beyond age 65:

  - Limited Extended Health Care to retirement or age 70 max. No dependent coverage with the exception of spouse.

    1. Drug plan capped at $1100 per annum and increase to $1200 per annum effective February 1, 2014. Remains 90%/10% co-insurance; effective 1st of the month following ratification of the Memorandum of Settlement $10 dispensing fee cap; no OTC. Dependent Spouse under age 65 not subject to $1000 per annum cap.

    2. Effective 1st of the month following ratification of the Memorandum of Settlement paramedical capped $800 per annum.

    3. Effective 1st of the month following ratification of the Memorandum of Settlement Vision Care - $280/24months. No eye examination coverage.

    4. No coverage of medical items.

  - Life: Reduce to $10,000 fixed to retirement or age 70 max.

  Benefits implemented effective the first of the month following the date the employee attains age 65.

18:02 The City and the Union agree that a group life insurance plan providing benefits of one and one-half times basic salary shall be in effect. This plan covers full time employees only with a three month waiting period for new employees. The cost of this plan is to be paid 100% by the City.

18:03 The above coverage shall carry double indemnity in case of accidental death or dismemberment.

18:04 All employees upon retirement may revert to $10,000 Group Life Insurance up to age 65, 100% of the cost to be paid by the employee.

18:05 All Full-Time Employees covered by this Agreement shall be provided with a Long Term Disability Plan, 100% of the cost to be paid by the City.

The parties agree that eligibility for L.T.D. benefits set out in Article 18:05 will cease when:

(a) An active employee becomes eligible for an O.M.E.R.S. unreduced early retirement pension; or

(b) The gross monthly income payable to the employee from O.M.E.R.S., Canadian Government Annuities, Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.

18:06 Coverage for Group Life Insurance and Long Term Disability shall normally be adjusted effective on the first day of February following, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement.

Coverage shall be in accordance with the terms and conditions of:
Great West Life Assurance Co. Policy 320925 (Life Insurance)
Great West Life Assurance Co. Policy 320925 (L.T.D.)

18:07 The City agrees to cover the payment of premiums for O.H.I.P. and Green Shield Extended Health Care on the same level as at the time of retirement, from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. Any retired employee engaged in full time employment shall be excluded from this benefit.

18:08 An employee who is absent from work without pay for 30 days or more shall be responsible for the payment of the total cost of premiums for the benefits outlined in Article 18:01, 18:02 and 18:05.

18:09 Every employee shall be fully responsible for keeping the City informed of changes in their marital status or number of dependents. The Corporation shall have the right to recover by payroll deduction any amounts of premiums paid in excess of such proper premiums as a result of not being properly informed by an employee of their status for the purpose of insurance and medical coverage.

18:10 The City shall have the right to determine the carrier of such benefits. All refunds, reduction or premiums, dividends, etc., shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union. The Union shall be advised within twenty-five (25) days of change in carrier.

19:00 SICK LEAVE

19:01 The provisions of this article cover employees absent from work as a result of personal disability caused by accident or sickness excluding accidents or illness covered by the Workers' Compensation Board.

19:02 Sick leave shall not be paid to employees with less than six (6) months service, however, upon completion of six (6) months service such employee shall be credited with one and one-half (1 1/2) days per month from the date of employment. Sick leave shall not accumulate, during any period of absence without pay of 30 days or more, nor during any period for which sick leave is paid.

19:03 The above accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of any employee's service with the City whether retiring voluntarily or dismissed for cause.

19:04 The length of service shall be calculated from the date of employment and such service must be continuous from said date of employment.

19:05 Such sick leave to be cumulative but in no case shall such sick leave exceed a period of two hundred and fifty-five (255) working days.

19:06 Recognized days off shall not be deducted from the accumulated sick leave.

19:07 No member shall draw during their active service with the City, accumulated sick leave benefits if their absence from work is not due to illness as attested by the Certificate of a medical practitioner, if required by the Department Head.

The City shall effective the first of the month following ratification of the Memorandum of Settlement by the parties, pay up to forty dollars ($40) for the completion of a City medical form when requested by the City. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

Effective February 1, 2015, increase reimbursement of a City requested medical form up to fifty dollars ($50).

19:08 An employee in receipt of W.S.I.B. payments for injuries or illness suffered during the course of employment, shall receive full salary and benefits during such period, provided that the difference between the amount of such compensation and their normal salary or wages is deducted from their unused sick leave credit and the payments shall cease when the credit is exhausted. All wage payments by the Workplace Safety & Insurance Board shall be deposited with the City.

19:09 An employee who takes other gainful employment during absence from work due to illness or injury shall be deemed to have voluntarily quit their employment unless the employee has prior written permission from the Commissioner of Human Resources to take other employment.

19:10 A master record of each employee's sick leave, showing the accumulated credit and accredited debits shall be kept by the City and each employee may at reasonable times check the current balance.

## 20:00 PENSIONS

20:01 The Ontario Municipal Employees Retirement System shall be in effect and shall be integrated with the Canada Pension Plan on January 1st, 1966.

20:02 The Corporation shall provide all eligible full-time employees with the O.M.E.R.S. Type 1 Supplementary Benefit (past service with the Corporation).

21:00 SAFETY PROVISIONS

21:01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents in the promotion of safety and health of the employees. The City will make all reasonable provision for the safety and protection of the health of the employees.

21:02 All permanent employees required to wear safety footwear in the performance of their duties will be provided an annual allowance of one hundred eighty ($180.00) dollars effective the first of the month following ratification of the Memorandum of Settlement, for the purchase of one (1) pair of C.S.A. approved safety boots. All new employees will be provided with the boot allowance on successful completion of their probation period.

For inside office (PWT Support Staff) workers will be eligible for a one time allowance for the life of the agreement.

Where an employee is required to wear safety footwear on an occasional basis, the annual allowance for safety footwear will be granted on an "as needed basis." The boot allowance will be paid by June 30th each year.

The City is prepared to arrange for employees designated by the City within the Engineering Division to be provided annually with one (1) voucher to obtain one (1) pair of coveralls or two (2) t-shirts (safety blaze orange) at a supplier designated by the City.

22:00 CAR ALLOWANCE

22:01 Upon the written authority of a Department Head, an employee may be permitted to use their own car for travel in the performance of employer's work for the City. Employees shall provide daily readings of mileage traveled on behalf of the City.

22:02 Invoices must be submitted on the first of each month to the Head of the Department for approval showing the number of kilometres traveled on City business.

22:03 When the said voucher is approved, the City will pay to the employee a car allowance of fifty one ($.51) cents (effective 1st of the month

following ratification of the Memorandum of Settlement) for each kilometre traveled on City business, increased to fifty two ($.52) cents effective February 1, 2013 and increased to fifty three ($.53) effective February 1, 2014. The City agrees that where possible payment for mileage will be made by the 12th of the month.

It is agreed and understood that the Car Allowance shall not increase if it would result in exceeding the Canada Revenue Agency amount that would result in a taxable benefit.

22:04 It is the employee's sole responsibility to insure their vehicle and the employer may require proof by a certificate of an insurance company that the car is insured for at least $1,000,000.00 public liability and property damage coverage while in use on City business.

## 23:00 WAGES

23:01 Jobs as determined by the Employer shall be described and classified and a rate of pay applied to such jobs.

## 23:02 STANDARD WAGE SCALE

Effective on February 1st, 2015 and continuing until January 31, 2019, the Standard Wage Scale shall be as follows:

**February 1, 2015**

| JOB CLASS | STANDARD MONTHLY WAGE RATE | | JOB CLASS | STANDARD MONTHLY WAGE RATE | |
|---|---|---|---|---|---|
| Base rate | 3004 | (19.81) | 8 | 4425 | (29.14) |
| 1 | 3164 | (20.85) | 9 | 4585 | (30.23) |
| 2 | 3315 | (21.87) | 10 | 4745 | (31.29) |
| 3 | 3472 | (22.88) | 11 | 4908 | (32.35) |
| 4 | 3631 | (23.92) | 12 | 5077 | (33.48) |
| 5 | 3775 | (24.92) | 13 | 5247 | (34.58) |
| 6 | 3936 | (25.96) | 14 | 5430 | (35.81) |
| 7 | 4092 | (26.98) | | | |

**February 1, 2016**

| JOB CLASS | STANDARD MONTHLY WAGE RATE | | JOB CLASS | STANDARD MONTHLY WAGE RATE | |
|---|---|---|---|---|---|
| Base rate | 3060 | (20.18) | 8 | 4507 | (29.68) |
| 1 | 3223 | (21.24) | 9 | 4670 | (30.79) |
| 2 | 3376 | (22.27) | 10 | 4833 | (31.87) |
| 3 | 3536 | (23.30) | 11 | 4999 | (32.95) |
| 4 | 3698 | (24.36) | 12 | 5171 | (34.10) |
| 5 | 3845 | (25.38) | 13 | 5344 | (35.22) |
| 6 | 4009 | (26.44) | 14 | 5530 | (36.47) |
| 7 | 4168 | (27.48) | | | |

**February 1, 2017**

| JOB CLASS | STANDARD MONTHLY WAGE RATE | | JOB CLASS | STANDARD MONTHLY WAGE RATE | |
|---|---|---|---|---|---|
| Base rate | 3117 | (20.55) | 8 | 4590 | (30.23) |
| 1 | 3283 | (21.63) | 9 | 4756 | (31.36) |
| 2 | 3438 | (22.68) | 10 | 4922 | (32.46) |
| 3 | 3601 | (23.73) | 11 | 5091 | (33.56) |
| 4 | 3766 | (24.81) | 12 | 5267 | (34.73) |
| 5 | 3916 | (25.85) | 13 | 5443 | (35.87) |
| 6 | 4083 | (26.93) | 14 | 5632 | (37.14) |
| 7 | 4245 | (27.99) | | | |

**February 1, 2018**

| JOB CLASS | STANDARD MONTHLY WAGE RATE | | JOB CLASS | STANDARD MONTHLY WAGE RATE | |
|---|---|---|---|---|---|
| Base rate | 3179 | (20.96) | 8 | 4682 | (30.83) |
| 1 | 3349 | (22.06) | 9 | 4851 | (31.99) |
| 2 | 3507 | (23.13) | 10 | 5020 | (33.11) |
| 3 | 3673 | (24.20) | 11 | 5193 | (34.23) |
| 4 | 3841 | (25.31) | 12 | 5372 | (35.42) |
| 5 | 3994 | (26.37) | 13 | 5552 | (36.59) |
| 6 | 4165 | (27.47) | 14 | 5745 | (37.88) |
| 7 | 4330 | (28.55) | | | |

23:03 The Standard Wage Scale Rate for each job class is the standard rate for all jobs classified within such job class.

23:04 In addition to the standard rates a schedule of training and development progressional rates is established containing the following:

(a) An intermediate rate at a level one job class increment below the standard rate;
(b) A starting rate at a level two job class increments below the standard rate, and
(c) A training rate at a level three job class increments below the standard rate.

23:05 The Schedule of Progressional Rates defined in Section 23:04 applies to each job in the respective job classes for period of time as follows:

(a) Job Class 1: One period of one year at an intermediate rate;

(b) Job Class 2 to 4 inclusive: Two periods of one year; (1) the first at a training rate; and
(2) the second at an intermediate rate.

(c) Job Class 5 and higher: Three periods of one year;
(1) the first at a training rate; and
(2) the second at a starting rate; and
(3) the third at an intermediate rate.

23:06 All employees will progress to the next higher applicable rate on February 1st, 1972 except: anyone hired on or after February 1st, 1969 or anyone whose job class was changed on or after February 1st, 1969. These employees will receive their increment on the beginning of the pay period closest to the anniversary date of hiring or change. Effective February 1st, 2015 and continuing until January 31, 2019 the Schedule of Progressional Rates shall be as follows:

## FEBRUARY 1, 2015 SCHEDULE OF PROGRESSIONAL RATES

| JOB CLASS | TRAINING | | STARTING | | INTERMEDIATE | | STANDARD | | |
|---|---|---|---|---|---|---|---|---|---|
| BASE RATE | | | | | | | 3004 | 19.81 | |
| 1 | | | | | 3004 | 19.81 | 3164 | 20.85 | One 1 year |
| 2 | | | 3004 | 19.81 | 3164 | 20.85 | 3315 | 21.87 | Two 1 year |
| 3 | | | 3164 | 20.85 | 3315 | 21.87 | 3472 | 22.88 | Two 1 year |
| 4 | | | 3315 | 21.87 | 3472 | 22.88 | 3631 | 23.92 | Two 1 year |
| 5 | 3315 | 21.87 | 3472 | 22.88 | 3631 | 23.92 | 3775 | 24.92 | Two 1 year |
| 6 | 3472 | 22.88 | 3631 | 23.92 | 3775 | 24.92 | 3936 | 25.96 | Three 1 year |
| 7 | 3631 | 23.92 | 3775 | 24.92 | 3936 | 25.96 | 4092 | 26.98 | Three 1 year |
| 8 | 3936 | 25.96 | 4092 | 26.98 | 4263 | 28.09 | 4425 | 29.14 | Three 1 year |
| 9 | 4092 | 26.98 | 4263 | 28.09 | 4425 | 29.14 | 4585 | 30.23 | Three 1 year |
| 10 | 4263 | 28.09 | 4425 | 29.14 | 4585 | 30.23 | 4745 | 31.29 | Three 1 year |
| 11 | 4425 | 29.14 | 4585 | 30.23 | 4745 | 31.29 | 4908 | 32.35 | Three 1 year |
| 12 | 4585 | 30.23 | 4745 | 31.29 | 4908 | 32.35 | 5077 | 33.48 | Three 1 year |
| 13 | 4745 | 31.29 | 4908 | 32.35 | 5077 | 33.48 | 5247 | 34.58 | Three 1 year |
| 14 | 4908 | 32.35 | 5077 | 33.48 | 5247 | 34.58 | 5430 | 35.81 | Three 1 year |

## FEBRUARY 1, 2016 SCHEDULE OF PROGRESSIONAL RATES

| JOB CLASS | TRAINING | | STARTING | | INTERMEDIATE | | STANDARD | | |
|---|---|---|---|---|---|---|---|---|---|
| BASE RATE | | | | | | | 3060 | 20.18 | |
| 1 | | | | | 3060 | 20.18 | 3223 | 21.24 | One 1 year |
| 2 | | | 3060 | 20.18 | 3223 | 21.24 | 3376 | 22.27 | Two 1 year |
| 3 | | | 3223 | 21.24 | 3376 | 22.27 | 3536 | 23.30 | Two 1 year |
| 4 | | | 3376 | 22.27 | 3536 | 23.30 | 3698 | 24.36 | Two 1 year |
| 5 | 3376 | 22.27 | 3536 | 23.30 | 3698 | 24.36 | 3845 | 25.38 | Two 1 year |
| 6 | 3536 | 23.30 | 3698 | 24.36 | 3845 | 25.38 | 4009 | 26.44 | Three 1 year |
| 7 | 3698 | 24.36 | 3845 | 25.38 | 4009 | 26.44 | 4168 | 27.48 | Three 1 year |
| 8 | 4009 | 26.44 | 4168 | 27.48 | 4342 | 28.61 | 4507 | 29.68 | Three 1 year |
| 9 | 4168 | 27.48 | 4342 | 28.61 | 4507 | 29.68 | 4670 | 30.79 | Three 1 year |
| 10 | 4342 | 28.61 | 4507 | 29.68 | 4670 | 30.79 | 4833 | 31.87 | Three 1 year |
| 11 | 4507 | 29.68 | 4670 | 30.79 | 4833 | 31.87 | 4999 | 32.95 | Three 1 year |
| 12 | 4670 | 30.79 | 4833 | 31.87 | 4999 | 32.95 | 5171 | 34.10 | Three 1 year |
| 13 | 4833 | 31.87 | 4999 | 32.95 | 5171 | 34.10 | 5344 | 35.22 | Three 1 year |
| 14 | 4999 | 32.95 | 5171 | 34.10 | 5344 | 35.22 | 5530 | 36.47 | Three 1 year |

**FEBRUARY 1, 2017 SCHEDULE OF PROGRESSIONAL RATES**

| JOB CLASS | TRAINING | | STARTING | | INTERMEDIATE | | STANDARD | | |
|---|---|---|---|---|---|---|---|---|---|
| BASE RATE | | | | | | | 3117 | 20.55 | |
| 1 | | | | | 3117 | 20.55 | 3283 | 21.63 | One 1 year |
| 2 | | | 3117 | 20.55 | 3283 | 21.63 | 3438 | 22.68 | Two 1 year |
| 3 | | | 3283 | 21.63 | 3438 | 22.68 | 3601 | 23.73 | Two 1 year |
| 4 | | | 3438 | 22.68 | 3601 | 23.73 | 3766 | 24.81 | Two 1 year |
| 5 | 3438 | 22.68 | 3601 | 23.73 | 3766 | 24.81 | 3916 | 25.85 | Two 1 year |
| 6 | 3601 | 23.73 | 3766 | 24.81 | 3916 | 25.85 | 4083 | 26.93 | Three 1 year |
| 7 | 3766 | 24.81 | 3916 | 25.85 | 4083 | 26.93 | 4245 | 27.99 | Three 1 year |
| 8 | 4083 | 26.93 | 4245 | 27.99 | 4422 | 29.14 | 4590 | 30.23 | Three 1 year |
| 9 | 4245 | 27.99 | 4422 | 29.14 | 4590 | 30.23 | 4756 | 31.36 | Three 1 year |
| 10 | 4422 | 29.14 | 4590 | 30.23 | 4756 | 31.36 | 4922 | 32.46 | Three 1 year |
| 11 | 4590 | 30.23 | 4756 | 31.36 | 4922 | 32.46 | 5091 | 33.56 | Three 1 year |
| 12 | 4756 | 31.36 | 4922 | 32.46 | 5091 | 33.56 | 5267 | 34.73 | Three 1 year |
| 13 | 4922 | 32.46 | 5091 | 33.56 | 5267 | 34.73 | 5443 | 35.87 | Three 1 year |
| 14 | 5091 | 33.56 | 5267 | 34.73 | 5443 | 35.87 | 5632 | 37.14 | Three 1 year |

**FEBRUARY 1, 2018 SCHEDULE OF PROGRESSIONAL RATES**

| JOB CLASS | TRAINING | | STARTING | | INTERMEDIATE | | STANDARD | | |
|---|---|---|---|---|---|---|---|---|---|
| BASE RATE | | | | | | | 3179 | 20.96 | |
| 1 | | | | | 3179 | 20.96 | 3349 | 22.06 | One 1 year |
| 2 | | | 3179 | 20.96 | 3349 | 22.06 | 3507 | 23.13 | Two 1 year |
| 3 | | | 3349 | 22.06 | 3507 | 23.13 | 3673 | 24.20 | Two 1 year |
| 4 | | | 3507 | 23.13 | 3673 | 24.20 | 3841 | 25.31 | Two 1 year |
| 5 | 3507 | 23.13 | 3673 | 24.20 | 3841 | 25.31 | 3994 | 26.37 | Two 1 year |
| 6 | 3673 | 24.20 | 3841 | 25.31 | 3994 | 26.37 | 4165 | 27.47 | Three 1 year |
| 7 | 3841 | 25.31 | 3994 | 26.37 | 4165 | 27.47 | 4330 | 28.55 | Three 1 year |
| 8 | 4165 | 27.47 | 4330 | 28.55 | 4510 | 29.72 | 4682 | 30.83 | Three 1 year |
| 9 | 4330 | 28.55 | 4510 | 29.72 | 4682 | 30.83 | 4851 | 31.99 | Three 1 year |
| 10 | 4510 | 29.72 | 4682 | 30.83 | 4851 | 31.99 | 5020 | 33.11 | Three 1 year |
| 11 | 4682 | 30.83 | 4851 | 31.99 | 5020 | 33.11 | 5193 | 34.23 | Three 1 year |
| 12 | 4851 | 31.99 | 5020 | 33.11 | 5193 | 34.23 | 5372 | 35.42 | Three 1 year |
| 13 | 5020 | 33.11 | 5193 | 34.23 | 5372 | 35.42 | 5552 | 36.59 | Three 1 year |
| 14 | 5193 | 34.23 | 5372 | 35.42 | 5552 | 36.59 | 5745 | 37.88 | Three 1 year |

23:07 The established training, starting, intermediate or standard rate shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the provisions of this agreement.

23:08 Each employee on a job shall be assigned to the applicable training, starting, intermediate or standard rate for the job on the basis of work on the job with the progressions from one applicable rate to be at intervals of work as specified in Section 23:05 provided, however, that paid absences from work other than paid absences in cases of non-occupational disability due to sickness or accident shall be considered as time worked.

23:09 An employee promoted from one job to another job in a higher job class shall be assigned to that training, starting, intermediate, or standard rate of the job to which promoted which is next higher than the rate from which promoted and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which promoted shall apply.

23:10 An employee transferred from one job to another job of equal job class shall be assigned to the training, starting, intermediate or standard rate of the job to which transferred that is in the same job class as the rate from which transferred; and

(a) If training for the job to which transferred was provided by work on the job from which transferred, the respective arrangement regarding progression to the next applicable higher rate or rates, if any, of the job to which transferred shall apply with the employee receiving credit for hours of work on the job at the job class rate from which transferred;
or

(b) If training for the job to which transferred was not provided by the job from which transferred, the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which transferred shall apply.

23:11 An employee demoted from one job to another job in a lower job class shall be assigned to the standard rate of the job to which demoted, if such standard rate is equal to or less than the rate from which demoted and otherwise to the intermediate, starting or training rate which is equal to or next lower than the rate from which demoted, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which demoted shall apply, provided, however, that an; employee returned to a job from which demoted shall be reassigned to the rate classification and time

progression status that was in effect for such employee at the time of demotion, except that such reassignment shall be to an applicable rate of the job not lower than the rate attained during demotion, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, shall apply.

23:12 When hiring new employees the minimum rate shall not necessarily be the hiring rate and the corporation at its discretion shall assign the appropriate rate.

23:13 A rate adjustment resulting from the completion by an employee of any applicable progressional period shall be made effective by the City as of the beginning of the pay period closest to the date upon which such employee completed such period. As of the date such rate adjustment is made, the employees, if below the standard rate classification, shall be considered to have begun to accumulate the necessary time towards completion of the next higher progressional period, if any.

23:14 TEMPORARY TRANSFER

In the case of a temporary transfer, an employee's rate assignment shall not be changed, except as required for progression to a higher applicable rate level, if any, as provided in Section 23:08. The rate assignment of an employee temporarily transferred to a job in a higher job class shall be changed when such employee occupies the job for a period of one (1) working day at which time such employee's rate assignment shall be changed in accordance with the provisions of Section 23:09 and such change shall be effective from the first day such employee occupied the job.
At the end of the temporary assignment such employee shall revert to the applicable rate on the regular job. Hours worked on a temporary assignment shall be credited towards progression on such employee's regular job.

23:15 Except as otherwise provided, no basis shall exist for an employee covered by this agreement to allege that a salary inequity exists and no grievance on behalf of an employee alleging a salary rate inequity shall be filed or processed during the term of this agreement.

23:16 A list of job titles and job classes of all jobs performed by employees in the bargaining unit is incorporated into this agreement as Appendix "B".

24:00 CONTRACTING OUT

24:01 The parties hereby agree that there shall be no restriction on contracting out by the City of their work or services of a kind and to the degree now performed by employees represented herein, provided however, that no permanent employee who has completed four (4) years of service will be laid off due to contracting out.

25:00 GENERAL

25:01 Employees may request, in advance, the examination of the Human Resources Department file of his/her records. The file shall be shown to the employee during regular working hours at a time mutually agreed upon by the Commissioner of Human Resources or designate and the employee.

26:00 TERM OF AGREEMENT

26:01 This agreement shall be effective from February 1, 2015, and shall remain in effect until January 31st, 2019, and unless either party gives to the other party a written notice of termination or of a desire to amend this agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

26:02 Notice that amendments are required shall only be given within a period of not more than ninety days or less than thirty days prior to the expiration date of this agreement or any anniversary date of such expiration date.

26:03 If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within twenty (20) days of giving of such notice, if requested to do so.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

*"CHRISTIAN PROVENZANO"*
(MAYOR)

*"MALCOLM WHITE"*
(CITY CLERK)

_____

LOCAL #67, CANADIAN UNION OF PUBLIC EMPLOYEES

*"JOHN SLOAN"*
(PRESIDENT)

*"SHARON ST. PIERRE"*
(RECORDING SECRETARY)

APPENDIX "B"
(List of jobs covered by this Agreement)

| DEPARTMENT & JOB TITLE | JOB CLASS |
|---|---|
| CLERK'S DEPARTMENT: | |
| Vital Statistics Clerk | 5 |
| Administrative Clerk | 5 |
| Council Agenda Clerk | 5 |
| CLERK'S DEPARTMENT - Office Services: | |
| Coordinator Office Services | 8 |
| Office Services Clerk | 5 |
| COMMUNITY SERVICES DEPARTMENT: | |
| Office Clerk | 4 |
| Switchboard/Receptionist | 3 |
| COMMUNITY SERVICES DEPARTMENT - Community Centres Division: | |
| Records Clerk | 4 |
| Office Clerk | 4 |
| Payroll Clerk | 5 |
| Box Office Clerk | 6 |

COMMUNITY SERVICES DEPARTMENT - Daycare Division:

| | |
|---|---|
| Clerk | 3 |

ENGINEERING & PLANNING DEPT. - Engineering & Construction:

| | |
|---|---|
| Engineering Tech IV | 14 |
| Lab Technician | 13 |
| GIS Technician-Engineering | 10 |

ENGINEERING & PLANNING DEPT. - Engineering & Construction:

| | |
|---|---|
| Engineering Tech III | 13 |
| Engineering Tech II | 11 |
| Engineering Tech I | 8 |
| Administrative Support Clerk | 6 |

ENGINEERING & PLANNING DEPARTMENT - Building Division:

| | |
|---|---|
| Coordinator of Plans Examination and Inspection | 14 |
| Coordinator Building Inspections | 14 |
| Building Inspector | 12 |
| Senior Plans Examiner | 11 |
| By-law Enforcement Officer | 10 |
| Plans Examiner | 9 |
| Administrative Clerk | 5 |

ENGINEERING & PLANNING DEPARTMENT - Planning Division:

| | |
|---|---|
| Senior Planning Technician | 11 |
| G.I.S. Coordinator | 11 |
| Secretary-Treasurer<br>Committee of Adjustment and Buildings | 9 |
| Planning Technician | 7 |
| Administrative Clerk | 5 |

ENGINEERING & PLANNING DEPARTMENT - Building Services:

| | | |
|---|---|---|
| Handyperson/Caretaker | Feb. 1, 2015 | $26.49 |
| | Feb. 1, 2016 | $26.98 |
| | Feb. 1, 2017 | $27.48 |
| | Feb. 1, 2018 | $28.03 |
| Caretaker | | 2 |
| Cleaner | | Base Rate |

LEGAL DEPARTMENT:

| | |
|---|---|
| Legal Clerk | 5 |
| Clerk – POA/Legal | 3 |

LEGAL DEPARTMENT - Provincial Offences (POA)

| | |
|---|---|
| Court Administration Clerk/Cashier | 7 |
| Court Administration Enforcement Clerk/Court Reporter | 6 |

PUBLIC WORKS & TRANSPORTATION DEPARTMENT:

| | |
|---|---|
| Time Verification Clerk | 8 |
| Accounting Clerk | 7 |
| Receptionist/Dispatcher | 7 |
| Traffic Analyst | 8 |
| Shop Clerk | 6 |
| Administrative Support Clerk | 7 |

PUBLIC WORKS & TRANSPORTATION DEPARTMENT - Transit Division:

| | |
|---|---|
| Dispatcher Clerk | 6 |
| Parabus Dispatcher | 4 |
| Administrative Clerk | 5 |
| Accounts Clerk | 4 |
| Clerk-Typist (part-time position) | 2 |

PUBLIC WORKS & TRANSPORTATION DEPARTMENT - Transit Division - Parking Section

| | |
|---|---|
| Accounts Clerk | 4 |
| Clerk | 3 |

PUBLIC WORKS & TRANSPORTATION DEPARTMENT - Cemetery Division

| | |
|---|---|
| Office Clerk | 4 |

FINANCE DEPARTMENT:

| | |
|---|---|
| Administrative Clerk | 6 |
| Clerk | 3 |

FINANCE DEPARTMENT - Accounting Division:

| | |
|---|---|
| General Ledger Accountant | 10 |
| General Accountant | 9 |
| Senior Payroll Clerk | 10 |
| Senior Accounting Clerk | 9 |
| Payroll Clerk | 7 |
| Accounting Clerk | 7 |
| Accounts Payable Clerk | 6 |
| Accounts Receivable Clerk | 6 |
| Cashier | 5 |

FINANCE DEPARTMENT - Tax & Licence Division:

| | |
|---|---|
| Tax & Licence Analyst | 13 |
| Assessment, Tax & Licence Co-ordinator | 9 |
| Administrative Support Clerk | 6 |
| Tax & Licence Clerk | 5 |
| Tax Clerk | 5 |

FINANCE DEPARTMENT - Purchasing Division:

| | |
|---|---|
| Senior Purchaser | 10 |
| Purchaser | 7 |
| Purchasing Clerk | 5 |

FINANCE DEPARTMENT - Information Systems Division:

| | |
|---|---|
| Personal Computer Support Technician | 11 |

SOCIAL SERVICES DEPARTMENT - Ontario Works Division:

| | |
|---|---|
| Eligibility Review Officer | 10 |
| Internal Review/Case Presenting Officer | 10 |
| Family Support Worker | 10 |
| Employment Resource Coordinator | 10 |
| Community Placement Coordinator | 10 |
| Employment Coordinator | 10 |
| Case Presenting Officer | 10 |
| Case Manager | 9 |
| Case Aide | 5 |
| Office Clerk | 4 |
| Employment Services Clerk | 3 |
| Customer Service Representative | 3 |

SOCIAL SERVICES DEPARTMENT – Finance Division

| | |
|---|---|
| Senior Accounting Clerk | 9 |

| | |
|---|---|
| Accounting Clerk | 7 |
| Administrative Support Clerk | 6 |
| Administrative Clerk | 5 |

SOCIAL SERVICES DEPARTMENT - Social Housing

| | |
|---|---|
| Property Manager | 11 |
| Senior Accounts Clerk | 9 |
| Tenant Support Worker | 9 |
| Client Service Coordinator | 6 |
| Accounts Clerk | 6 |
| Tenant Services Clerk | 5 |
| Program Review Clerk | 5 |
| Building Custodian | 4 |

SOCIAL SERVICES DEPARTMENT - Community Childcare

| | |
|---|---|
| Case Manager | 9 |
| Administrative Support Clerk | 5 |
| Office Clerk | 4 |
| Client Services Clerk | 4 |

Part Time

The City may utilize Part-time employees i.e. less than 24 hours per week or up to 1250 hours per year, such positions to be listed in Appendix B. Union will be advised in advance of the implementation of additional Part time positions. It is understood that Part time employees shall not be entitled to any benefits except as required by law, and shall not be entitled to welfare benefits as provided in the collective agreement.

## APPENDIX C - STUDENT PAY SCALE

| | Feb. 1 2015 | Feb. 1, 2016 | Feb. 1, 2017 | Feb. 1, 2018 |
|---|---|---|---|---|
| 1st year | $11.87 | $12.09 | $12.31 | $12.56 |
| 2nd year | $12.15 | $12.37 | $12.60 | $12.85 |
| 3rd year | $12.60 | $12.83 | $13.07 | $13.33 |

Note: Feb. 1, 2010 - 1st year student rate adjusted in accordance with *Employment Standards Act* - Minimum Wage.

## LETTER #1

## LETTER OF UNDERSTANDING

**Between**

**THE CITY OF SAULT STE. MARIE**

**and**

**LOCAL 67 C.U.P.E.**

## RE: SUBSIDIZED WORK PROGRAMS

Local 67 C.U.P.E. hereby agrees to the participation by the City in the above programs in areas of its jurisdiction subject to the following conditions:

i) The participation in such programs will in no case displace an employee under the jurisdiction of Local 67 C.U.P.E.

ii) Local 67 C.U.P.E. will be given advance notice of such programs including work locations, type of work and the term of the program, and will be provided with the names of persons engaged in such programs.

iii) Persons engaged in such programs shall not be covered by any term of the collective agreement and shall not acquire any right to a position included in the collective agreement.

iv) No person will be placed in the Building Division.

v) This understanding may be cancelled at any time upon providing 30-day notice in writing of such cancellation.

Signed at Sault Ste. Marie this 19th day of February, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| "John Sloan" | "Christine Nenonen" |
| "Susan Bursche" | "Peter Niro" |
| "Paula Provenzano" | "Malcolm White" |
| "Cathy Donnelly" | "Mike Nadeau" |

## LETTER #2

## LETTER OF UNDERSTANDING

**Between**

**THE CITY OF SAULT STE. MARIE**

**and**

**LOCAL 67 C.U.P.E.**

The parties agree in principle to the following amendment to this clause:

Article 19:08

An employee absent on W.S.I.B. shall receive a further payment, in addition to any W.S.I.B. payments that will provide a total payment to the employee that will approximate but not exceed such employee's net pay.

It is agreed that this amendment is subject to a review of the actual method of calculation, the matter will be finalized by letter of agreement.

Signed at Sault Ste. Marie this 19th day of February, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| "John Sloan" | "Christine Nenonen" |
| "Susan Bursche" | "Peter Niro" |
| "Paula Provenzano" | "Malcolm White" |
| "Cathy Donnelly" | "Mike Nadeau" |

## LETTER #3

## JOINT CONSULTATION COMMITTEE

## TERMS AND CONDITIONS

The City of Sault Ste. Marie and Local 67, C.U.P.E., agree to the following terms related to the provision of Article 4:07 of the collective agreement:

1. The Committee will deal with matters of mutual concern relating to the work place and will consist of three (3) representatives of the City and, for the Union, the applicable Group Vice-President and two (2) representatives.

2. Meetings will be schedule as necessary on request of either party at a mutually agreed time and location.

3. The members of the Committee shall receive the normal rate of pay for attendance at meetings during their scheduled working hours but no payment will be made for time spent outside regular hours.

4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least two working days in advance of the meeting. Minutes of the meetings will be prepared and distributed as determined by the Committee.

5. The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process.

6. The Committee shall not have the authority to alter or amend the collective agreement or make any decision inconsistent with its provisions.

7. The representatives agree to make every effort to deal with issues in a co-operative manner.

Signed at Sault Ste. Marie this 19th day of February, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| "John Sloan" | "Christine Nenonen" |
| "Susan Bursche" | "Peter Niro" |
| "Paula Provenzano" | "Malcolm White" |
| "Cathy Donnelly" | "Mike Nadeau" |

## LETTER #4

## LETTER OF UNDERSTANDING

**Between**

**THE CITY OF SAULT STE. MARIE**

**and**

**LOCAL 67 C.U.P.E.**

The parties agree that this letter of understanding shall serve as a guideline for the application of Article 11:02 in matters of decreases in forces and recalls to former positions.

It is agreed that in the application of seniority and qualifications, that in normal circumstances the incumbent in the higher job classes, i.e. Job Class 7 and above, will be presumed to have the greater qualifications to perform the work, except if the senior employee has previously performed the work and established the ability to do the job.

In the displacement of employees in lower job classes, due consideration will be given to the skill level and the period of familiarization and due regard to any special skills required to perform the job.

The foregoing is not intended as an abrogation of any rights contained within the collective agreement.

Signed at Sault Ste. Marie this 19th day of February, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| "John Sloan" | "Christine Nenonen" |
| "Susan Bursche" | "Peter Niro" |
| "Paula Provenzano" | "Malcolm White" |
| "Cathy Donnelly" | "Mike Nadeau" |

## LETTER #5

## LETTER OF UNDERSTANDING

**Between**

**THE CITY OF SAULT STE. MARIE**

**and**

**LOCAL 67 C.U.P.E.**

Both parties are concerned with the overall absenteeism and its related costs and causes among this group of employees.

The parties agree to utilize the Joint Consultation Committee structure to discuss absenteeism with the express purpose of resolving these issues.

Signed at Sault Ste. Marie this 19th day of February, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| "John Sloan" | "Christine Nenonen" |
| "Susan Bursche" | "Peter Niro" |
| "Paula Provenzano" | "Malcolm White" |
| "Cathy Donnelly" | "Mike Nadeau" |

## LETTER #6

## LETTER OF UNDERSTANDING

## Between

## THE CITY OF SAULT STE. MARIE

## and

## LOCAL 67 C.U.P.E.

## TEMPORARY TRANSFER OPPORTUNITITES

If a temporary employment opportunity exists within a Department and the Department deems it necessary to hire a temporary employee, prior to proceeding to hire from the outside labour market, a Notice of Temporary Transfer Opportunity" will be posted for three (3) days.

The City will post temporary vacancies when it is known at the time the vacancy occurs to be greater than three (3) months in duration. If an extension of three (3) months or more is required with respect to the temporary vacancy, such temporary vacancy shall be posted. It is understood there shall be only one (1) such extension.

Permanent employees who wish to be considered for such temporary transfer opportunities must respond to the Notice.

It is understood that selection of interested employees will be at the discretion of the Department.

Employees while temporarily transferred will not be considered for any other temporary transfer opportunities.

Temporary transfers are subject to the terms and conditions of article 23:14 and are also subject to the mutual agreement of the Department Heads concerned. Employees temporarily transferred must accept a lower pay scale if transferred to a lower rated classification.

A Notice of Temporary Transfer shall not be required for temporary job opportunities of less than three (3) months duration.

It is agreed and understood that the application of this letter and any selection of employees for temporary transfer will not be subject to the grievance procedure.

It is agreed and understood that this Memorandum of Understanding shall be in effect only for the term of this collective agreement.

Signed at Sault Ste. Marie this 19th day of February, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| "John Sloan" | "Christine Nenonen" |
| "Susan Bursche" | "Peter Niro" |
| "Paula Provenzano" | "Malcolm White" |
| "Cathy Donnelly" | "Mike Nadeau" |

## LETTER #7

## LETTER OF UNDERSTANDING

**Between**

**THE CITY OF SAULT STE. MARIE**

**and**

**LOCAL 67 C.U.P.E.**

## WELFARE BENEFITS

Agreement of the parties to meet during the term of the collective agreement to discuss welfare benefits and methods by which to contain the escalating cost of these benefits.

Signed at Sault Ste. Marie this 19th day of February, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| "John Sloan" | "Christine Nenonen" |
| "Susan Bursche" | "Peter Niro" |
| "Paula Provenzano" | "Malcolm White" |
| "Cathy Donnelly" | "Mike Nadeau" |

## LETTER #8

## POLICY STATEMENT

## DISABILITY ACCOMODATION

The Return to Work Coordinator or designate shall request the attendance of a Union Representative* at a meeting required for the accommodation of an employee with:

(a) a permanent disability or
(b) a temporary disability known at the outset to be for a duration greater than thirty (30) days

* The Union shall designate the representative(s) to deal with disability related matters. Unavailability or non-attendance of the designated Union representative at meetings arranged by the Return to Work Coordinator or designate shall not delay the accommodation process.

Union can propose alternative accommodations including entry level positions.

It is understood the employee and union will be provided with a reasonable amount of time to consider and respond to a proposed permanent disability accommodation plan.

The Return to Work Coordinator or designate shall arrange quarterly meetings with the designated Union Representative to review accommodation activity.

Signed at Sault Ste. Marie this 19th day of February, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| "John Sloan" | "Christine Nenonen" |
| "Susan Bursche" | "Peter Niro" |
| "Paula Provenzano" | "Malcolm White" |
| "Cathy Donnelly" | "Mike Nadeau" |

## LETTER #9

## LETTER OF UNDERSTANDING

## Between

## THE CITY OF SAULT STE. MARIE

## and

## LOCAL 67 C.U.P.E.

## SOCIAL HOUSING - STANDBY AND CALLOUT: PROPERTY MANAGERS AND CUSTODIANS

The following provisions apply to the Custodian and Case Manager classifications:

**A. Property Managers, Tenant Support Workers, Non Union Employees (3)**

Notwithstanding the provisions of articles 15:02 & 15:03, the Property Managers, Tenant Support Workers and three (3) non-union employees at the discretion of the Commissioner of Social Services will receive a payment of twenty (20) hours pay at their regular rate for each week of standby.

It is understood that such payment is inclusive of Standby, all call-outs, wages, premiums, overtime and any Employment Standards Act requirements for Public Holidays and Overtime. There shall be no other payment for Standby and Callout duties.

An employee may request to take the Standby hours in equivalent time off with pay at a time mutually agreeable to the employee and the Supervisor.

A week of standby is understood as:

Tuesday to Friday 4:30pm to 8:30 am
Friday 4:30pm to Monday 8:30am
Monday 4:30pm to Tuesday 8:30am

It is understood that Standby and Callout functions will continue to be carried out by both persons within and outside the scope of this collective agreement.

Note:

With this resolution for Standby & Callout for Social Housing Property Managers, the grievances 2002–02 (Grandinetti); 2002-03 (Stevens); 2002-04 (Coccimiglio) & 2000-05 (West) are resolved on the basis of applying the above noted provisions effective from February 1, 2002.

## B. Custodians

The following language to appear in the Letter of Understanding regarding Standby and Callout provisions for the Custodians:

1. A Building Custodian who is required to live on-site will have supplied by the Employer, unfurnished living accommodation, heat, water supply, hydro and a standard telephone (excluding personal long distance calls) and one free parking space where available at a monthly rental as follows:

   a) For full-time employees, rent shall be based on a percentage of current market rate as follows:

      Effective January 1, 2016 – 55% of market rent
      Effective January 1, 2017 – 60% of market rent
      Effective January 1, 2018 – 65% of market rent
      Effective January 1, 2019 – 67% of market rent

2. Communications Device

   The Custodian living on-site must carry their communications device and be readily available to respond for work during absence from their residence.

3. The Employer will permit On-site Building Custodians to attend union meetings on request, provided that no additional costs are incurred by the Employer and that operational requirements can be maintained.

4. Building Custodians who are required to live on-site will be charged a monthly fee for the use of laundry facilities on the same basis as tenants. Where laundry facilities are coin operated, such charges will not apply.

5. <u>On Site Rotation</u>

   a) For the purposes of allowing rotation of on-site building custodians within the Social Services Housing Division to cover more than one building within a geographic location, it is agreed that a mutually arranged schedule for the assignment of on-site responsibility can be implemented within the Division.

   b) Any on-site building custodian responsible for more than one building during the scheduled on-site time shall respond to all calls and be paid at the overtime rate during the period of on-site duty. This includes all types of housing units in the area.

   c) Any off-duty on-site building custodian called out shall be paid the call-out allowance in accordance with Article 15:03.

   d) For the purpose of this Article, "on-site" is defined as being physically on the site from the completion of the regular shift to 12:00 midnight and be able to respond immediately to communications from management.

   e) In the event that an on-site building custodian is away for any reason, the next on-site building custodians in the rotation schedule shall be appointed to cover the period of absence.

   f) This Article shall apply to on-site building custodians only.

6. Permanent part-time employees shall be paid at the rate of time and one-half for all time worked by such employees in excess of the employee's regularly scheduled hours in any work week. However, where there is mutual agreement between the employer and the employee, hours may be temporarily increased up to thirty-five (35) hours per week and with no change in other terms and conditions of employment.

7. An employee may opt to accumulate compensating leave per Article 15:04 of the collective agreement.

8. An employee scheduled to work overtime on the employee's day off shall receive payment per Article 15:04.

9. On-site Building Custodians who have completed their regular shift and the on-site time and who is subsequently called back prior to the starting time of the next scheduled shift, shall be paid in accordance with Article 15:03.

10. An On-site Building Custodian shall not be entitled to more than one call-out and reporting allowance unless such a second call-out occurs more than two hours after the time of the first calling.

Signed at Sault Ste. Marie this 10th day of March, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| "John Sloan" | "Christine Nenonen" |
| "Susan Bursche" | "Peter Niro" |
| "Paula Provenzano" | "Malcolm White" |
| "Cathy Donnelly" | "Mike Nadeau" |

## LETTER #10

## LETTER OF UNDERSTANDING

**Between**

**THE CITY OF SAULT STE. MARIE**

**and**

**LOCAL 67 C.U.P.E.**

## JOB EVALUATION SYSTEM REVIEW

The parties agree to meet at a minimum once per year during the term of the collective agreement to review jobs under the Job Evaluation system as well as any other system(s) the parties may wish to discuss.

The parties may by mutual agreement during the course of the collective agreement agree to replace the existing Job Evaluation System with a new system.

Signed at Sault Ste. Marie this 10th day of March, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| "John Sloan" | "Christine Nenonen" |
| "Susan Bursche" | "Peter Niro" |
| "Paula Provenzano" | "Malcolm White" |
| "Cathy Donnelly" | "Mike Nadeau" |

## LETTER #11

## LETTER OF UNDERSTANDING

## Between

## THE CITY OF SAULT STE. MARIE

## and

## LOCAL 67 C.U.P.E.

## PAID APPROVED UNION LEAVE

The City agrees to maintain the wages of an employee on Paid Approved Union Leave subject to the following conditions:

This Letter of Understanding will provide for a trial period for this process until December 31st, 2019, at which time such agreement shall be null and void unless renewed by mutual agreement of the parties.

The Union has confirmed that it will provide WSIB coverage for members on Leave for Union Business. The Union shall provide to the City initially and at any time upon request thereafter its WSIB Clearance Certificate to verify it has such valid coverage. The Union shall also provide to the City its WSIB account number. It is the responsibility of the Union to maintain such coverage. Failure of the Union to maintain such coverage shall make this agreement null and void. The City will not be responsible for WSIB coverage when an employee is on such leave.

The parties agree to meet during the term of the collective agreement prior to December 31, 2019, to discuss how the agreement is progressing and address any problems or concerns that may have arisen.

The agreement shall state that the Union will promptly reimburse the City within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The City will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave – P.A.U.L.) on the employee's pay stub and the City shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, City OMERS share, City share of CPP and City share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the City the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence plus a Sick Leave reimbursement amount of 1.5 day's pay for each twenty (20) working days absence.

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one-half (1/2) hours at the CUPE 67 Civic JC 10 Level 4 rate for the preparation of such invoice.

The City shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to the one (1) identified address.
The address is: CUPE, Sault Ste. Marie Area Office, 421 Bay Street, Suite 606, Sault Ste. Marie, Ontario, P6A 1X3.

Requests for Leave for Union Business approved by a representative of the Union shall be on a form provided by the City for approval by the respective Department Head and distributed to Accounting Division with a copy to the Human Resources Department.

The commencement date of this process shall be on the first of a month as soon as practicable following ratification of the Memorandum of Settlement by the parties.

Signed at Sault Ste. Marie this 19th day of February, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| "John Sloan" | "Christine Nenonen" |
| "Susan Bursche" | "Peter Niro" |
| "Paula Provenzano" | "Malcolm White" |
| "Cathy Donnelly" | "Mike Nadeau" |

## LETTER #12

## LETTER OF UNDERSTANDING

**Between**

**THE CITY OF SAULT STE. MARIE**

**and**

**LOCAL 67 C.U.P.E.**

## STATUS CHANGE PROCESS
## PERMANENT PART-TIME TO PERMANENT FULL-TIME

The following is the process when a Permanent Part–Time employee is successful to a job posting for a Permanent Full-Time position effective from January 1, 2012:

### Seniority

The City shall calculate the number of hours the employee worked as a Permanent Part-time employee.

The City shall convert the part time service hours to full time service hours and then accordingly back date the seniority from the Permanent Full-time hire date at seven (7) hours equals one (1) day to establish a seniority date on the Seniority list.

### Vacation

Using the hours calculated above as a proportion of 1820 full time hours in a year, the employee will receive credit of the appropriate number of days' vacation in the following calendar year based upon the collective agreement.

Since Permanent Part-time employees are paid 4% vacation pay with each cheque, the employee shall not be entitled to any vacation pay in the **current** calendar year **when hired as a Full Time employee** but shall be entitled to take the credited number of days off without pay **in the current calendar year**.

**Sick Leave**

Based upon the number of hours credited converted to months of full-time service, the entitlement to Sick Leave would be subject to precisely the wording of the collective agreement. The employee must attain the equivalent of six (6) months service (i.e. 910 hours of work) to qualify for sick leave.

**Probationary & Trial Period**

All new Permanent Part–time employees are subject to a Probationary period and not eligible for the job posting process until successful completion of the probationary period.

**Seniority List and Permanent Part Time Employees**

The City shall list Permanent Part-Time employees separately on the Seniority list and show their corresponding number of hours worked.

A hiring letter for a Permanent Part-Time employee shall indicate a 910 hour Probationary Period.

**Employee Benefits**

All other benefit entitlements would flow pursuant to your actual hiring date as a permanent full time employee.

Calculations for OMERS service remain subject to OMERS rules.

Signed at Sault Ste. Marie this 19th day of February, 2015.

| FOR THE UNION | FOR THE CITY |
|---|---|
| "John Sloan" | "Christine Nenonen" |
| "Susan Bursche" | "Peter Niro" |
| "Paula Provenzano" | "Malcolm White" |
| "Cathy Donnelly" | "Mike Nadeau" |

## NOTES:

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2016-105**

**AGREEMENT**: (H1.9) A by-law to authorize the execution of an agreement between the City and Local 3, Canadian Union of Public Employees – Public Works & Transportation Department for the term commencing February 1, 2015 to January 31, 2019.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001, S.O. 2001*, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto attached and dated the 1st day of February, 2015 between the City and Local 3, Canadian Union of Public Employees – Public Works & Transportation Department for the term commencing February 1, 2015 to January 31, 2019.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 22nd day of August, 2016.

_____

**MAYOR – CHRISTIAN PROVENZANO**

_____

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

dalegal\Staff\BYLAWS\1. 2016\2016-105 Agreement CUPE 3 PWT.doc

# AGREEMENT

**Between**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**-and-**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES and ITS LOCAL 3, PUBLIC WORKS**

CUPE Canadian Union of Public Employees

**February 1, 2015 to January 31, 2019**

# INDEX


| Article | | Page No. |
|---|---|---|
| 1 | Purpose of Agreement | 1 |
| 2 | Recognition | 1 |
| 3 | Union Security | 2 |
| 4 | Negotiating & Grievance Committees | 3 |
| 5 | Bulletin Boards | 4 |
| 6 | Management | 4 |
| 7 | Discrimination | 4 |
| 8 | Grievance Procedure | 5 |
| 9 | Arbitration | 6 |
| 10 | Strikes and Lockouts | 7 |
| 11 | Seniority | 7 |
| 12 | Job Seniority Lists | 12 |
| 13 | Leave of Absence | 17 |
| 14 | Hours of Work and Overtime | 13 |
| 15 | Vacations with Pay | 16 |
| 16 | Paid Holidays | 24 |
| 17 | Welfare Plan | 25 |
| 18 | Sick Leave | 29 |
| 19 | Pensions | 30 |
| 20 | Tools, Equipment, Work Clothing | 31 |
| 21 | Contracting Out | 32 |
| 22 | Inclement Weather | 32 |
| 23 | Wage Schedule | 32 |
| 24 | Term of Agreement | 33 |
| Schedule "A" - Wage Schedule | | 35 |
| Schedule "B" - Job Classification | | 37 |
| | Line of Sequence Chart | 40 |

## Letters of Understanding


#1 Subsidized Work Programs ..... 42

#2 Impaired Driving ..... 43

#3 Labour-Management Committee ..... 44

#4 Janitor Position – Protected Classification Status 45

#5 Position re: Lead Hand ..... 46

#6 Absenteeism ..... 47

#7 Group Vice President - Day Shift ..... 48

#8 Vacation Scheduling ..... 49

#9 Welfare Plan ..... 50

#10 Article 2:03 ..... 51

#11 Disability Accommodation ..... 52

#12 Consolidation of Local 3 CSD Collective Agreement ..... 53

#13 Paid Approved Union Leave ..... 54

#14 Student Employees……..56

THIS AGREEMENT MADE AND ENTERED INTO

THIS 1st DAY OF FEBRUARY, 2015

BETWEEN

THE CITY OF THE CITY OF SAULT STE. MARIE
(Hereinafter referred to as the "City")
of the first part,

-and-

LOCAL 3, CANADIAN UNION OF PUBLIC EMPLOYEES
PUBLIC WORKS & TRANSPORTATION DEPARTMENT
(Hereinafter called "The Union")
of the second part

## 1:00 PURPOSE OF AGREEMENT

1:00 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the City and its employees and to provide machinery for the prompt and fair disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

1:02 It is recognized that the City provides services for the safety, health, comfort and general welfare of the citizens. Therefore, the employees must be prepared at all hours of the day or night to assist in providing the many services.

1:03 Wherever the singular is used in this Agreement, it shall be considered as if the plural had been used where the context of the part or parties hereto so require.

## 2:00 RECOGNITION

2:01 The City, or any one authorized to act on its behalf approves and recognizes Local #3, Chartered by the Canadian Union of Public

Employees, as the exclusive collective bargaining agency for its employees classified and covered by this Agreement, and hereby consents and agrees to negotiate with the Union or any authorized Committee thereof on matters affecting the relationship between the parties to this Agreement looking towards a peaceful and amicable settlement of any difference that may arise between them.

2:02 Both parties mutually agree that this Agreement shall cover and include all those employees to be set forth in the classification and wage schedule embodied in this Agreement in Schedules "A" and "B", attached hereto.

2:03 Employees of the City excluded from the bargaining unit, as defined by Clause 2:02 hereof, shall not perform duties of employees in the bargaining unit except for emergency, experimentation, training, or instructional purposes. This clause does not apply to those people designated as temporary Supervisors.

"Experimentation" is when non-bargaining unit staff from time to time assesses the effectiveness, efficiency and/or suitability of work methods, equipment, procedures and/or processes. Such experimentation may involve performing work typically associated with bargaining unit members for a limited period of time to permit valid assessment. Experimentation however is not intended to have non-bargaining unit members on an ongoing basis perform the work of the bargaining unit.

## 3:00 UNION SECURITY

3:01 The City shall deduct from the wages of each employee on completion of thirty (30) days employment the current monthly union dues, as set from time to time, and remit same as set out in Article 3:03.

3:02 All employees of the City as a condition of continuing employment, shall become and remain members of the Union.

3:03 Deductions will be made from the payroll period and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th day of the month following in respect of which deductions have been made, accompanied by a list of all employees names, addresses and

phone numbers as the City has on file along with bi-weekly earnings upon which union dues are based and the employee status.

3:04 The Union will save the City harmless from any and all claims which may be made against the City for amounts deducted from employees pay as herein provided.

## 4:00 NEGOTIATING & GRIEVANCE COMMITTEES

4:01 A Negotiating Committee shall be appointed and consist of not more than four members who are employees of the City. The Union will keep the City advised of the names of the members of such committee.

4:02 Stewards: The City acknowledges the right of the Union to appoint or otherwise select eight (8) Stewards. The Union shall notify the Corporation of the names of the Stewards within 30 calendar days of their appointment.

4:03 No time shall be lost by Stewards or members of the Negotiating Committee for attendance at mutually arranged meetings with the City officials during working hours, provided such members receive prior approval from the Commissioner of Public Works and Transportation. The City agrees to maintain the pay of such persons on approved absence for all reasonable time so spent but only for such hours that are straight time regularly scheduled working hours.

4:04 The Union shall have the right at any time to have assistance of Union Officers or Representatives of the Canadian Union of Public Employees when dealing or negotiating with the City.

4:05 The Union's Grievance Committee shall consist of three members who are employees of the City. This Committee may discuss matters pertaining to the Agreement with the Officials of the City.

4:06 The parties agree to establish a Joint Consultation Committee with equal representation from each party to deal with matters of mutual concern relating to the workplace. The terms and conditions of the Committee are outlined in the letter appended to this collective agreement entitled Joint Consultation Committee - Terms and Conditions.

## 5:00 BULLETIN BOARDS

5:01 Bulletin Boards: The City shall provide Bulletin Boards in each place where employees commence work upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

## 6:00 MANAGEMENT

6:01 The Management of the Public Works and Transportation Department and the direction of the working forces, including the right to hire, suspend, discipline, or discharge for proper cause, and the right to relieve employees from duty because of lack of work or for any other legitimate reasons, is vested with the City, subject to all other provisions of this Agreement.

6:02 The City shall exercise its right to assign job duties and to direct the working forces in a fair and reasonable manner.

## 7:00 DISCRIMINATION

7:01 The City, the Union, and their agents agree not to discriminate against any employee because of their membership in the Union or for any reason as set out in the Ontario Human Rights Code.

If an employee believes they have been subject to conduct contrary to the City's Code of Conduct, they shall submit their concern in writing to their respective Department Head with a copy to the Union. The Department Head will provide a written response to the employee with a copy to the Union upon conclusion of the investigation by the Department Head.

If the employee is not satisfied with the Department Head's response, the employee may submit the concern to the Chief Administrative Officer with a copy to the respective Department Head and Union. Upon conclusion of an investigation, the Chief Administrative Officer will provide a written response to the employee with a copy to the respective Department Head and Union.

## 8:00 GRIEVANCE PROCEDURE

8:01 Grievances shall be dealt with in the following manner provided such grievances are filed in writing within 15 working days of the occurrence of the incident which gave rise to the matter in dispute. Requests for grievance hearings and replies following such hearings shall be in writing at all steps. Grievances shall specify the clause or clauses in the agreement which it is believed the City has violated and shall include a statement of facts outlining in what manner the City's interpretation of a clause is disputed. A copy of the above grievance will be submitted at each step of the grievance procedure. Responses to all steps of the grievance procedure will be copied to the Group Vice-President.

8:02 Complaint

Grievances shall first be dealt with as a complaint.

The employee, who may be accompanied by a Union Steward, shall bring the complaint forward to their respective Division Head or the designate.

Subject to the exceptions under 8:04 and 8:05, it is understood that there is no grievance until the respective Division Head or designate has first had the opportunity to adjust the complaint. Any resolution to a complaint at this step is understood to be without precedent or prejudice to either party.

If the Union and the employee are not satisfied with the resolution at the Complaint step, the employee shall submit the grievance in writing to the Chairperson of the Union Grievance Committee. If the Union Grievance Committee considers the grievance to be justified then the Union may proceed to Step 1 of the grievance procedure.

STEP I The Employee assisted by a Steward or an officer of the Union shall first take the matter up with the Commissioner of Public Works & Transportation. The Commissioner of Public Works & Transportation shall render a decision within five (5) working days of the hearing.

STEP II If the Grievance Committee considers that a satisfactory settlement was not reached at Step I, it may within five (5) working days of the

receipt of the Step I reply request a hearing by the Commissioner of Human Resources or their representative. The City will arrange a hearing at Step II within fifteen (15) days of the receipt of the grievance. The Commissioner of Human Resources or their representative shall render a decision within five (5) working days of the hearing.

STEP III If the Grievance Committee considers that a satisfactory settlement was not reached at Step II, it may within five working days of the receipt of the Step II reply request a hearing by the Chief Administrative Officer or their representative. The Chief Administrative Officer or representative shall render a decision within five (5) working days of the hearing.

8:03 The time limits fixed in the Grievance procedure must be observed unless they are extended by mutual agreement between the parties to this agreement.

A Board of Arbitration shall not alter, modify or amend any part of this agreement or make any decision inconsistent with its provisions.

8:04 In cases of discharge the employee and/or the Union shall have the right to file a grievance at Step III of the grievance procedure provided such grievance is filed within fifteen (15) days from the date of discharge.

8:05 Where the dispute involves a question of a general application or interpretation of the terms of the agreement, either the Union or the City may file a grievance at Step III of the Grievance Procedure.

## 9:00 ARBITRATION

9:01 If the Grievance Committee considers that a satisfactory settlement was not reach at Step IV of the grievance procedure, it may within ten (10) working days of receipt of the Step IV reply invoke the Arbitration provisions of the Agreement by providing written notice to the City of its referral of the grievance to arbitration.

Furthermore, within twenty (20) working days following such notice, the Union shall propose a sole arbitrator or Nominee to a Board of Arbitration to hear the grievance. The parties agree to cooperate to

establish a mutually satisfactory date as soon as practicable for the hearing of the grievance before a sole arbitrator/Arbitration Board.

A sole arbitrator/Arbitration Board shall not alter, modify or amend any part of the Agreement or make any decision inconsistent with its provisions.

The time limits set out in this Arbitration procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

## 10:00 STRIKES AND LOCKOUTS

In view of the orderly procedure established herein for disposition of grievances and complaints, the City agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the City for the duration of this Agreement.

## 11:00 SENIORITY

11:01 The parties recognize that promotional opportunities and job seniority in the event of promotions, decrease in forces and recalls after layoffs should increase in proportion to length of continuous service and that in the administration of this section the intent will be that full consideration shall be given to continuous service in such cases. The parties also recognize that, because of the many different tasks, which the Department of Public Works and Transportation must carry out, its forces must be completely flexible and when considering the method of temporary transfer, flexibility and efficiency must be given full consideration.

11:02 Seniority shall be established on the basis of an employee's service with the City, calculated from the date upon which the employee last commenced employment with the City.

11:03 Seniority shall be forfeited and employment will be terminated if:

(1) The employee voluntarily quits his employment.

(2) The employee is discharged for proper cause.

(3) The employee fails to report for work within five (5) days after being notified by registered mail to return to work following a layoff. The City will consider sickness as an extenuating circumstance. Other extenuating circumstances will be considered on a case by case basis.

(4) The employee is absent from work for two (2) consecutive working days without reasonable excuse.

(5) (a) The parties agree to the following conditions regarding employees absent from work due to non-occupational illness or accident.

(i) During the first 12 months of any such absence the City agrees to provide at its cost all benefits set out in Article 17:00.

(ii) At the end of such 12 month period such employee will be responsible for the total cost of all benefits set out in Article 17:00.

(iii) The City agrees to maintain the seniority of such employee for a thirty-six (36) month period, after which employment will be terminated.

(b) An employee who is absent from work due to an occupational illness or accident for which WSIB is paid will be provided as follows:

(i) During the first twenty-four (24) months of such absence the City will provide at its cost all benefits set out in Article 17:00.

(ii) At the end of such twenty-four (24) month period such employee will be responsible for the total cost of all benefits set out in Article 17:00.

(iii) The City agrees to maintain the seniority of such employee for a thirty-six (36) month period after which employment will be terminated.

(6) (i) The employee has less than five (5) years service and is absent from work for a period in excess of eighteen (18) calendar months due to a layoff.

(ii) The employee has more than five (5) years service and is absent from work for a period in excess of twenty-four (24) calendar months due to a layoff.

The parties recognize and agree that the provisions of articles 11:03 (5) (a) (iii) and 11:03 (5) (b) (iii) must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.

11:04 An employee shall be on probation until they have worked a cumulative one thousand and forty (1040) hours and during such period the employee shall not be subject to rights under the grievance procedure. Employees who have completed the probationary period are deemed to be seasonal employees and will be placed on the seniority list and credited with seniority from the day they commenced work. Overtime hours shall not be counted as part of the one thousand and forty (1040) hours for the purpose of establishment on a job in a line of sequence.

11:05 Employees who are employed for less than an average twenty-four hours per week in any four-week period are deemed to be part-time employees.

11:06 In this Agreement:

(a) "Probationary Employee" means an employee who has not completed the probationary period.

(b) "Seasonal Employee" means an employee who has completed the probationary period but who has not been employed for twelve (12) consecutive months.

(c) "Permanent Employee" means an employee who has completed twelve (12) consecutive months of employment.

(d) "Student" means an employee who is in full time attendance of a recognized post-secondary educational institution and

(i) Has completed their first year of post-secondary education and

(ii) Be returning on a full-time basis for the following school term. Proof of attendance and/or proof of returning shall be provided to the City upon request. Students are employed only:

(a) For the typical summer vacation period (ending the Friday following Labour Day).

11:07 The City agrees to provide the Union Secretary and to post on the bulletin boards during the months of February and August an up-to-date seniority list. Any employee who believes he is not listed in the proper position may take the matter up in accordance with the provisions of Article 8:00. If any corrections are approved within a period of ninety days, the list will be amended and a copy given to the Union.

11:08 In filling permanent vacancies, temporary, seasonal, spare or new positions, appointments shall be made on the following basis:

(a) In the case of automatic progression as provided in Article 12:13 or

(b) In the case of posted openings consideration will be given first to qualifications as outlined in the job posting. If qualifications are determined to be equal, seniority shall be considered the determining factor.

The promoted employee will be placed on a trial period in accordance with 12:05, conditional upon satisfactory performance. Such promotions shall become permanent after the completion of such period. In the event the promoted employee proves unsatisfactory in the position or requests to revert to his/her former position during the trial period, s/he shall be returned to his/her former position without loss of seniority and any employee promoted or transferred because of re-arrangement of positions shall also be returned to their former position without loss of seniority.

Employees who wish to have their name removed as a successful candidate to <u>other than a permanent posted position</u> must do so on a

form provided by the Department. The employee shall sign such form and provide it to the respective Division Head for approval. Upon approval, the employee's name shall be removed from the seniority list for such position and it is understood that the employee cannot re-apply to return to such position until such time as the position is posted by the Department at a future date.

11:09 Except as provided in Article 12:13 the City agrees to post all vacancies or job openings which occur within the bargaining unit for a period of seven (7) days prior to filling any vacancies or new positions covered by the terms of this Agreement. Appointments made as a result of applications received will be posted as soon as final selection is made and a copy shall be given to the Union Secretary. Such job openings shall be posted on all bulletin boards in order that all members will know about the position and be able to make written application therefore. Such notices shall state the nature or title of the position, the qualifications inclusive of knowledge, education, experience and skills required, and the wage rate or wage range and a copy will be forwarded to the Union.

11:10 Where new positions are created or current positions reclassified the City will advise the Union in advance of the nature of the positions and the proposed wage or salary rate.

11:11 The selection or appointment of employees for Supervisory positions or for any position not subject to this Agreement, is not governed by the Agreement, but if an employee appointed to a permanent position outside the scope of the bargaining unit, such employee shall retain their bargaining unit seniority for a period of six (6) months following such appointment. If the employee remains in the position outside the scope of the bargaining unit beyond the above noted six (6) month period, all bargaining unit seniority shall be forfeit and their name shall be removed from the Union Seniority List.

11:12 "Disabled Employees": Any employee covered by this agreement who, through temporary disablement, is unable to perform their regular duties may be given any light or modified work available at the wages payable at the time for the position to which they are assigned."

11:13 Promotions Requiring Higher Certification: In case of promotion requiring higher certification, the Employer shall give consideration to employees who do not hold the requirement of the required certificate,

but are writing for such certificate prior to filling the vacancy. If selected by the Employer, such employees will be given an opportunity to qualify within a reasonable length of time and to revert to the employee's former position if the required certificate is not obtained within such time.

11:14 The City agrees that in the event of a layoff, employees shall be laid off in the reverse order of their seniority and where it is necessary to rehire former employees, they shall be re- employed in the reverse order in which they were laid off, provided however, that the employees in both cases, are capable of performing the required duties. During any such period of layoff such employee shall not be entitled to any benefit except the right of recall to work.

11:15 Termination of Employment: Notice of layoff will be given in accordance with the provisions of the Employment Standards Act.

## 12:00 JOB SENIORITY LISTS

12:01 The parties agree to establish and maintain job seniority lists in conjunction with the existing master seniority lists.

12:02 A line of sequence is a series of jobs in a category by which an employee may advance to the top job or revert from the top job to the bottom job. New lines of sequence or changes to existing lines of sequence shall be established by agreement between the City and the Union. The City may after discussion with the Union temporarily institute a line of sequence where none exists until agreement has been reached.

12:03 An employee's job seniority is their position on a job or jobs in a line of sequence relative to other employees on the same job or jobs. For example, an employee will have less job seniority on a job in a line of sequence on which they are established than employees previously established and still established on such job, and more job seniority on that job than employees who later become established on such job.

12:04 Pool jobs are jobs which:

(1) are not in a line of sequence or

(2) are in a line of sequence but are below the line; that is jobs which are comparable, to jobs not in a line of sequence in that they can be done adequately by employees assigned for job opportunity without delay and without interfering with reasonable efficiency in operations.

12:05 Subject to 12:07, an employee shall become established as of the day they begin work on a job in any line of sequence after they have worked on such job at least four hundred, forty (440) hours within any period of four (4) consecutive months in accordance with Article 11:08 of the Working Agreement between the City and the Union. If an employee moves up temporarily to a higher job in a line of sequence, hours worked on the higher job shall not be counted for establishment.

Overtime hours shall not be counted as part of the four hundred, forty (440) hours for the purpose of establishment on a job in a line of sequence.

12:06 If an employee is promoted to a job in a line of sequence other than the job next above the job in which they are established, they shall nevertheless for the purposes of this Article be deemed to have worked on the intervening job or jobs and to become established on such intervening job or jobs on the day they become established on the job to which they are promoted. No employee will be considered to be established on an intervening job in the above manner ahead of senior employees who are unable to accept the promotion in question due to lack of the required qualifications.

12:07 An employee shall no longer be established on a job in a line of sequence if they have been demoted, if their service has been broken, or if they have become established on a job in another line of sequence since they were last established on a job in the line of sequence first mentioned.

12:08 An employee temporarily transferred to a job in a line of sequence pursuant to 12:26 shall not become established in such job, and their job seniority from which transferred shall not be affected by a temporary transfer.

12:09 The purpose of the establishment period is to allow the City to decide whether it wishes to retain an employee in the job concerned.

12:10 The City agrees to provide the Union and to post on the bulletin boards during the months of February and August an up-to-date job seniority list.

12:11 Errors or omissions in a list posted in accordance with 12:10 shall be corrected in accordance with Article 11:07 of the Working Agreement between the City and the Union, provided:

1) Such error or omission relates to the period subsequent to the date of the previous list, and
2) The error or omission is brought to the attention of the Commissioner of Public Works and Transportation within 15 days of the employee's first opportunity to see the list.

12:12 Notwithstanding anything contained herein, once a job seniority list has been finalized, the only protests which will be considered against the next posted list shall be protests relative to deletions, by-passes, promotions and additions, occurring since the date of the previous list.

12:13 In promoting an employee to fill a vacancy in a job in a line of sequence (except the bottom job) preference shall be given to employees in accordance with the following rules unless the employees concerned do not have the qualifications and the ability to do the job:

1) preference shall be given to employees in accordance with their job seniority in the next lower job or jobs in the line of sequence.
2) temporary vacancies of less than three (3) working days will be filled by the Director of Operations, giving preference where possible to the senior qualified employee available.

12:14 An employee who is offered a promotion must on request accept or refuse such promotion and failure to do so may be considered by the City as refusal of the promotion.
It is further agreed that Seasonal Operators shall not have the right to sign off.

12:15 An employee may refuse a promotion, and on doing so shall sign a waiver form, or if they refuse, then a representative of each party shall sign such form on their behalf. Upon completion of the form, the employee refusing promotion shall lose to the employee promoted their

promotional preference in respect of the job to which the latter is promoted, and all higher jobs in the same line of sequence.

12:16 An employee, who signs a waiver form in accordance with 12:15, shall relinquish their promotional rights in that line of sequence until such job waiver form is rescinded in writing by the employee, but such job waiver form rescinding shall not be allowed for a minimum period of twelve (12) months of sign off.

12:17 An employee, who is established on a job in a line of sequence must, upon request, exercise their rights to that job in accordance with their job seniority or they shall be required to sign a waiver form relinquishing their future promotional rights to such occupation until they indicate to supervision, in writing, that they wish to be considered for promotion. This shall not apply if the employee cannot work on a job because of temporary physical disability supported by acceptable medical evidence.

12:18 Notwithstanding 12:15, no employee may refuse a temporary promotion if such refusal would impair efficiency or disrupt operations.

12:19 If as a result of sign-offs, pursuant to 12:15 and 12:16 the efficiency of the operation is impaired, the City may temporarily promote a sufficient number of employees who are blocking the line to create vacancies so other employees may acquire necessary training.

12:20 If a vacancy occurs in the bottom job on a line of sequence the City shall post a notice of such vacancy in accordance with Article 11:09 of the Working Agreement.

12:21 Demotion is the means by which an employee reverts to a lower job in a line of sequence or to a job not in a line of sequence because of inability to do their job or at their own request for personal reasons.

12:22 An employee being demoted at their own request for personal reasons shall sign a statement requesting demotion and shall not be considered for further promotion until they indicate their desire to be considered for promotion by signing a statement to that effect.

12:23 The City shall not unreasonably demote an employee for inability to do the job and the City shall discuss any such case with the Union and shall notify the Union in writing before making the demotion.

12:24 Regression is the means by which, because of a reduction in the work available, an employee reverts temporarily to a lower job in a line of sequence or to a job not in a line of sequence.

12:25 An employee shall regress from a job in reverse order of their job seniority and shall be assigned from one job to another in accordance with their job seniority, except for jobs not in a line of sequence.

12:26 Where work of a temporary nature necessitates the transfer of an employee from one position to another, the transfer shall be authorized by a completed temporary transfer form of which copies shall be sent to the Union.

12:27 The temporary transfer shall be effective for a period of not more than 90 days.

12:28 During the period in which an employee is temporarily transferred to a job, they shall be paid for hours worked on such job at the rate for the job or at the rate for the job to which they would have been assigned had they not been transferred, whichever is greater.

12:29 The purpose of the layoff procedure is to create job vacancies for senior employees displaced from their lines of sequence as a result of a reduction in force.

12:30 In a reduction in force, employees shall be displaced from jobs on a line of sequence in reverse order of such employees job seniority; and employees shall be displaced from pool jobs in reverse order of such employee's overall seniority.

12:31 There shall be no job preference in assignment of senior employees to job vacancies.

12:32 No employee shall be assigned to a job vacancy if it is evident that they cannot fill that job vacancy.

12:33 The purpose of the recall procedure is to recall employees to jobs in lines of sequence in order of job seniority, and to recall employees to pool jobs in order of overall seniority.

12:34 Employees shall be recalled to jobs during an increase in force in accordance with the following rules:

1) When a vacancy occurs in a job in a line of sequence, the employee with the most job seniority among those not working on the job shall be recalled to fill such vacancy.
2) When a vacancy occurs in a pool job, the employee with the most overall seniority who is laid off will be recalled to it, unless it is evident that they cannot fill the job vacancy.
3) When a vacancy occurs in a pool job, the qualified employee with the most overall seniority who is laid off will be recalled to it.

12:35 Employees recalled to jobs during an increase in force shall be notified of such recall in accordance with Article 11:03 of the Working Agreement between the City and the Union.

12:36 An apprentice completing their apprenticeship shall be granted one-half the time spent serving their apprenticeship with the City on their occupation for the purpose of establishing their job class seniority in their trade or craft.

## 13:00 LEAVE OF ABSENCE

13:01 General Leave: The City may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the City for a period not exceeding three months. Except, that the City may consider a longer period of leave of absence for employees who intend to continue their education.

13:02 Union Conventions or Schools: Leave of Absence without pay and without loss of seniority may be granted upon request to the City to employees elected or appointed to represent the Union, at Union Conventions or Union Schools, provided the City is advised in writing by the authorized officers of the Union of such appointments.

13:03 Leave of Union Officers: Any employee who is elected or selected for a fulltime position with the Union or anybody with which the Union is affiliated or who is elected to public office may be granted leave of absence without pay or loss of seniority by the City for a period of one year. This period may be extended by the City at the end of the year.

13:04 Funeral Leave: When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of four (4) days for any days which are normally straight time working days and fall within the period from the day of death up to and including the day following the funeral.

Members of the immediate family means: The employees' wife, or husband, or common-law spouse, mother, father, brother, sister, sons, daughters, grandchildren, mother-in-law, father-in-law, grandparents.

Common-law spouse shall be defined as an individual with whom an employee has been living and in which relationship they have publicly represented themselves as husband and wife.

When death occurs to an employee's brother-in-law, sister-in-law, Aunt or Uncle the employee will be granted leave of absence on compassionate grounds and they may be absent and shall be paid 8 hours straight time at their regular rate for one (1) scheduled working day. Pay will not be granted if the employee fails to attend the funeral. Non-attendance at funeral regardless of distance disqualifies this leave of absence with pay.

13:05 The City shall pay any employee who is required to serve as a juror or court witness, the difference between their normal earnings and the payment they receive for jury service or court witness. The employee will present proof of service and the amount of pay received.

13:06 The City agrees to pay the difference between an apprentice's normal rate of pay and any government subsidy provided such agreement does not result in the loss of the government subsidy. Government subsidy as described in this article does not include Unemployment Insurance Commission benefits.

13:07 The City shall provide Pregnancy and Parental Leave in accordance with the Employment Standards Act.

## 14:00 HOURS OF WORK AND OVERTIME

14:01 (a) The normal hours of work shall be eight (8) or ten (10) hours per day and forty (40) hours per week.

Twelve (12) hour shifts can be scheduled during Winter Maintenance Shift Schedule inclusive of "spring clean-up operations" and shall be calculated over a cycle of one hundred and sixty (160) hours.

(b) The City shall designate either a twenty (20) minute paid lunch period or a thirty (30) minute unpaid lunch period within the eight (8), ten (10) or twelve (12) hour shift consistent with the Employment Standards Act.

14:02 Overtime

(a) Time and one half shall be paid for any time worked in excess of the scheduled number of hours per day or for any time worked in excess of the scheduled number of hours per week.

(b) Time and one-half shall be paid for all hours worked on a Statutory Holiday in addition to eight (8) hours pay at the regular rate for a Statutory Holiday.

(c) Overtime work shall, as far as possible, be equitably distributed among the employees concerned.

(d) Employees may request time off in lieu of overtime with the following conditions:

- Maximum Time Off in Lieu – 40 hours lieu time at any given time (i.e. 5 work days) in a calendar year.
- Requests for lieu time off will be considered on an individual basis at the time of request.
- Approval at the sole discretion of the Commissioner of Public Works and Transportation or designate based upon the operational requirements of the Department.
- If not utilized, will be paid out.
- Lieu time off shall not be granted from May 1st to September 30th in any given calendar year with the exception of Mechanics

and Welders where lieu time off shall not be granted during the Winter Control Season.

14:03 Shift Work

(a) A shift premium of one dollar five cents ($1.05) (effective the first full pay period following ratification of the Memorandum of Settlement by the parties) per hour will be paid for all hours worked between 3:30 p.m. and 11:30 p.m.

(b) A shift premium of one dollar five cents ($1.05) (effective the first full pay period following ratification of the Memorandum of Settlement by the parties) per hour will be paid for all hours worked between 11:30 p.m. and 7:30 a.m. of the following day.

(c) For other than eight (8) hour shifts, shift premiums will be paid according to the most hours worked on the scheduled shift.

(d) A premium of one dollar five cents ($1.05) (effective the first full pay period following ratification of the Memorandum of Settlement by the parties) per hour will be paid for all hours worked on a Sunday.

(e) Where possible, employees will receive two (2) consecutive days off each week.

(f) In setting up shift schedules, the City will offer to employees by job class seniority, the option to select such schedules. In accepting a shift schedule, the employee agrees to remain on such schedule for the duration of the schedule. If additional employees are required to fill shift schedules, the City will assign junior employees. It is understood that employees must have the ability and qualifications to perform the work when selecting or when assigned to shift schedules.

14:04 There shall be no doubling up or pyramiding of overtime rates or premiums. Premiums will not apply where overtime rates apply.

14:05 When employees are called from home they shall receive a minimum of three (3) hours pay at the overtime rate.

14:06 Employees who are on standby shall be paid one (1) hours pay at their regular rate for each eight (8) hours required to be on standby in addition to call-out provisions under Article 14:05 in this Agreement.

14:07 The work week shall be a period of seven (7) work days beginning at 12:01 a.m. Sunday or the shift starting time closest thereto.

14:08 The City shall pay a meal allowance of twelve dollars seventy-five cents ($12.75) (effective the 1st of the month following ratification of the Memorandum of Settlement by the parties) (increase to $13.00 effective February 1, 2016; increase to $13.25 effective February 1, 2017 and increase to $13.50 effective February 1, 2018) for an employee required to perform more than two (2) hours overtime work continuous with the end of the regular scheduled shift.

Should the employee be required to complete an additional five (5) hours of continuous employ in excess of the aforementioned two (2) hours, then the employee shall receive an additional meal allowance of twelve dollars seventy-five cents ($12.75) (effective the 1st of the month following ratification of the Memorandum of Settlement by the parties) (increase to $13.00 effective February 1, 2016; increase to $13.25 effective February 1, 2017 and increase to $13.50 effective February 1, 2018).

14:09 Employees of the Department of Public Works and Transportation covered by this agreement are allowed a break of not more than ten (10) minutes each forenoon and afternoon period

14:10 The City to provide twelve (12) hours notice of a change of shift except for Winter Maintenance Operations.

## 15:00 VACATIONS WITH PAY

15:01 Pay in lieu of vacation to an employee with less than one year service who terminates their employment shall be four (4%) percent of their total wages paid to them.

15:02 Employees with one (1) but less than five (5) years of continuous service at January 1st, shall receive two weeks vacation with pay of four (4%) percent of the total wages paid to such employee during the previous year.

15:03 Employees with five (5) years but less than ten (10) years of continuous service at January 1st, shall receive three (3) weeks vacation with pay of six (6%) percent of the total wages paid to such employee during the previous calendar year.

15:04 Employees with ten (10) years but less than fifteen (15) years of continuous service at January 1st, shall receive four (4) weeks vacation with pay of eight (8%) percent of the total wages paid to such employee during the previous calendar year.

15:05 Employees with fifteen (15) years but less than twenty (20) years of continuous service at January 1st, shall receive five (5) weeks vacation with pay of ten (10%) percent of the total wages paid to such employee during the previous calendar year.

15:06 Employees with twenty (20) years but less than twenty five (25) years of continuous service at January 1st, shall receive six (6) weeks vacation with pay at twelve (12%) percent of the total wages paid to such employee during the previous calendar year.

(b) Employees with twenty five (25) years but less than thirty (30) years of continuous service at January 1st, shall receive pay at twelve (12%) of the total wages paid to such employee during the previous calendar year.

(i) All employees who have completed 25 years of service and are in their 26th year shall be allowed six (6) weeks plus one (1) day.

(ii) All employees who have completed 26 years of service and are in their 27th year shall be allowed six (6) weeks plus two (2) days.

(iii) All employees who have completed 27 years of service and are in their 28th year shall be allowed six (6) weeks plus three (3) days.

(iv) All employees who have completed 28 years of service and are in their 29th year shall be allowed six (6) weeks plus four (4) days.

15:07 Employees with thirty (30) years or more of continuous service at January 1st, shall receive seven (7) weeks vacation with pay of

fourteen (14%) percent of the total wages paid to such employee during the previous calendar year.

15:08 Employees must make their choice known to the Commissioner of Public Works and Transportation, by February 1st of the current year of vacation selection. The vacation schedule shall be posted by March 1st each year. All employees who have failed to file their request by February 1st will lose their seniority preference for vacation. Refer to Letter of Clarification regarding Employer Policy.

15:09 The vacation year shall be from January 1st to December 31st. In no case shall vacation allowance be carried over or accumulated from one vacation year to the next, except by special written permission from the Commissioner of Public Works and Transportation.

15:10 (a) For Seasonal Employees with twelve (12) months but less than sixty (60) months of active service at January 1st, the employee shall be paid four percent (4%) of total gross earnings as vacation pay with each bi-weekly pay cheque.

(b) For Seasonal Employees with sixty (60) months but less than one hundred and twenty (120) months of active service at January 1st, the employee shall be paid six percent (6%) of total gross earnings as vacation pay with each bi-weekly pay cheque.

(c) For Seasonal Employees with one hundred and twenty (120) months but less than one hundred and eighty (180) months of active service at January 1st, the employee shall be paid eight percent (8%) of total gross earnings as vacation pay with each bi-weekly pay cheque.

(d) For Seasonal Employees with one hundred and eighty (180) months but less than two hundred and forty (240) months of active service at January 1st, the employee shall be paid ten percent (10%) of total gross earnings as vacation pay with each bi-weekly pay cheque.

(e) For Seasonal Employees with two hundred and forty (240) months but less than three hundred and sixty (360) months of active service at January 1st, the employee shall be paid twelve percent (12%) of total gross earnings as vacation pay with each bi-weekly pay cheque.

(f) For Seasonal Employees with three hundred and sixty (360) months or more of active service at January 1st, the employee shall be paid fourteen percent (14%) of total gross earnings as vacation pay with each bi-weekly pay cheque.

Note: "Active Service" means time worked as a Seasonal Employee. Periods of layoff and Personal Unpaid Leaves of Absence are not 'active service'. Periods of WSIB Absence and Approved Union Leave are deemed to be 'active service'. To be credited for a full month of 'Active Service" the employee must be employed eighty (80) or more regular hours in the month.

(g) If a Seasonal Employee is hired as a permanent employee, vacation entitlement shall be calculated as follows:

Months worked as a Seasonal Employee / 12 = Equivalent Years of Continuous Service for Vacation Purposes

Vacation Entitlement in the year an employee becomes classified as a Permanent Employee shall be reduced on a prorated basis for each month of employment in the calendar year as a Seasonal Employee.

## 16:00 PAID HOLIDAYS

16:01 The following holidays shall be recognized as time off with pay for all employees:

| | |
|---|---|
| New Year's Day | Civic Holiday |
| Family Day (3rd Monday in February) | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

If any of the above holidays falls on a Saturday or Sunday the Friday or the Monday as designated by the City shall be considered as the paid holiday for the purposes of this agreement.

Notwithstanding the above provision where either Christmas or Boxing Day falls on a Saturday or Sunday, the designated days may be the

two (2) days immediately preceding or following Christmas or Boxing Day.

Every employee shall be granted time off with pay at their regular rate of pay in respect to a paid holiday unless:

(1) they are required to work on a paid holiday and do not work or leaves before the end of their shift without permission from their supervisor or;

(2) they do not work their last scheduled shift prior to or their first scheduled shift after the paid holiday unless they were off work due to illness or with permission or;

(4) subject to the Employment Standards Act**,** they are on lay-off on a paid holiday or;

(5) subject to the Employment Standards Act**,** they are on leave of absence without pay on a paid holiday.

16:02 Employees working a seven day work schedule who are required to work on any of the above noted holidays, will be paid for a paid holiday on the actual day of the holiday and not on the rescheduled day.

## 17:00 WELFARE PLAN

17:01 Group Welfare Plan for Permanent and Seasonal employees:

Life Insurance – One and one half times (1 ½ x) basic annual salary
Double Indemnity for Accidental Death and Dismemberment

- Green Shield Extended Health Care,
  - Vision Care - $375.00 (effective first of the month following ratification of the Memorandum of Settlement by the parties) (effective February 1, 2017 increase to $400.00) every twenty-four (24) months. Vision Care to include laser eye surgery.
  - One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.
  - Orthodics & orthopaedic shoes maximum of one (1) pair $400 per calendar year.
  - Pharmacy dispensing fees capped at $10.00 (effective February 1, 2013 increase to $11.00) per prescription. No

O.T.C. drug coverage with the exception of those deemed by the insurer to be “life sustaining”.
Hearing Aides $300.00
Ward Hospital Coverage

Paramedical Benefit:

Maximum of $1,000 (effective 1st of the month following ratification of the Memorandum of Settlement by the parties) per calendar year for any combination of the following services:
Physiotherapist, Clinical Psychologist or Marriage & Family Therapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, and Nutritional Counselling by Professional Dietician.

Out of Province Travel Plan:

Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the City.

It is agreed that the full E.I. rebate on premiums shall be retained by the City.

Active Employees Over Age 65

Provide the following benefits to employees who continue to be actively employed beyond age 65:

- Limited Extended Health Care to retirement or age 70 max. No dependent coverage with the exception of spouse.

    1. Drug plan capped at $1,100 per annum (effective 1st of the month following ratification of the Memorandum of Settlement by the parties) and increase to $1,200 per annum effective February 1, 2014. Remains 90%/10% co-insurance; $10 dispensing fee cap (effective 1st of the month following ratification of the Memorandum of Settlement by the parties); no OTC. Dependent Spouse under age 65 not subject to the per annum cap.

2. Paramedical capped $750 per annum (effective 1st of the month following ratification of the Memorandum of Settlement by the parties).

3. Vision Care - $250/24months (effective 1st of the month following ratification of the Memorandum of Settlement by the parties). No eye examination coverage.

4. No coverage of medical items.

- Life: Reduce to $10,000 fixed to retirement or age 70 max.

  Benefits implemented effective the first of the month following the date the employee attains age 65.

The City shall pay one hundred (100%) percent of the premiums for the employees participating in the above plans.

17:02 Permanent and Seasonal employees covered by this agreement will be provided with the Green Shield Dental Plan #9 with Rider #3, Orthodontic $3,000 (effective 1st of the month following ratification of the Memorandum of Settlement by the parties) maximum (50% co-pay), including Overage Dependent Coverage, at current ODA rates minus one year. The City shall pay one hundred (100%) percent of the cost of the premiums.

17:03 It is agreed that permanent employees covered by this agreement will be provided with a Long Term Disability Plan and the City shall pay one hundred (100%) percent of the cost of the premium.

The parties agree that eligibility for L.T.D. benefits set out in Article 17:03 will cease when:

(a) An active employee becomes eligible for an O.M.E.R.S. unreduced early retirement pension; or

(b) The gross monthly income payable to the employee from O.M.E.R.S., Canadian Government Annuities, Canada Pension Plan and WSIB are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.

17:04 (a) An employee who is absent from work without pay for a period of 30 days or more shall be responsible for the payment of the total cost of premiums for the benefits set out in Articles 17:01, 17:02 and 17:03.

(b) Coverage for new employees shall be effective as follows:

(i) Extended Health Care - the first day of the month following completion of 3 months service.
(ii) Group Life - the day following completion of 3 months service.

(iii) Dental - the first day of the month following completion of 3 months service.

(c) Coverages for Group Life Insurance and Long Term Disability Insurance shall normally be adjusted effective on the first day of February, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement.

Coverages shall be in accordance with the terms and conditions of Great West Life Assurance Company Policy 320925 Division 1 (Group Life Insurance) and Great West Life Assurance Company Policy 320925 Division 11 (Long Term Disability Insurance).

17:05 The City agrees to cover the payment of premiums for O.H.I.P. and Extended Health Care on the same level as at the time of retirement from retirement to age 65 or until assistance is available from another source if it is before age 65 whichever occurs first. It shall also exclude payment to any retired employee engaged in full time employment.

**Life Insurance Early Retiree**

All employees upon retirement may revert to $10,000 Group Life Insurance, 100% of the cost to be paid by the employee.

17:06 The City shall have the right to determine the carrier of such benefits. All refunds, reduction of premiums, dividends, etc., shall become and remain the sole property of the City. The benefits under any such plan or plans will not be changed by the City without the consent of the Union.

17:07 Every employee shall be fully responsible for keeping the City informed of changes in their marital status and number of dependents. The City shall have the right to recover by payroll deduction any amounts of premiums paid in excess of such proper premiums as a result of not being properly informed by any employee of their status for the purpose of insurance and medical coverage.

## 18:00 SICK LEAVE

18:01 The provisions of this article shall cover employees absent from work as a result of personal disability caused by accident or sickness excluding pregnancy and accidents or illness covered by the WSIB.

18:02 Sick leave shall not be paid to employees on their probationary period, however, upon successful completion of the probation period such employee shall be credited with one and one-half days per month from the date of employment.

18:03 The above accumulated sick leave shall be used entirely as sick leave and not have any monetary value at the completion of an employee's service with the City whether retiring voluntarily or dismissed for cause.

18:04 The length of service shall be calculated from the date of employment and such service must be continuous from said date of employment.

18:05 Such sick leave to be cumulative but in no case shall such sick leave exceed a period of two hundred and fifty-five (255) working days.

18:06 Recognized days off shall not be deducted from the accumulated sick leave.

18:07 No member shall draw during their active service with the City, accumulated sick leave benefits if their absence from work is not due to illness as attested by the Certificate of a medical practitioner if required by the Department Head.

The City shall, effective 1st of the month following ratification of the Memorandum of Settlement by the parties pay up to forty dollars ($40) (effective Feb. 1, 2014 increase to forty-five dollars ($45)) for the completion of the City medical form when requested by the employer.

The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

18:08 An employee in receipt of W.S.I.B. payments for injuries or illness suffered during the course of employment, shall receive full salary and benefits during such period, provided that the difference between the amount of such compensation and their normal salary or wages is deducted from their unused sick leave credit and the payments shall cease when the credit is exhausted. All wage payments by the Workplace Safety & Insurance Board shall be deposited with the City.

18:09 Sick leave shall not accumulate during any period of absence from work without pay of 30 days or more nor during any period for which sick leave is paid.

18:10 A master record of each employee's sick leave showing the accumulated credit and accredited debits shall be kept by the City and each employee may at reasonable times, check their current balance.

## 19:00 PENSIONS

19:01 Pensions: The Council of the City of Sault Ste. Marie has set up a pension plan under the Ontario Municipal Employees Retirement System which plan includes employees of the City. The terms of the plan are covered in an agreement between the Council and the O.M.E.R.S., a copy of which will be supplied to each employee contributing to the plan.

Participation in this plan by all employees hired as permanent employees shall be a condition of employment.

The City agrees that it will not alter or amend the Pension Plan in effect at the signing of this agreement without the consent of the Union.

19:02 The City shall provide all eligible permanent employees with the O.M.E.R.S. Type 1 Supplementary Benefits (past service with the City).

## 20:00 TOOLS, EQUIPMENT AND WORK CLOTHING

20:01 The City will provide all tools with the exception of "Mechanics" small tools. Mechanics will be provided with an annual tool allowance of two hundred fifty dollars ($250.00) (effective 1st of month following ratification for the Memorandum of Settlement by the parties) and increase tool allowance to two hundred and seventy-five dollars ($275) effective Feb. 1, 2017. All employees will be provided with an annual safety footwear allowance of one hundred eighty dollars ($180.00) (effective 1st of month following ratification for the Memorandum of Settlement by the parties) for the purchase of one (1) pair of C.S.A. approved safety boots, to be paid the first pay in June.

Electronics - Electrical Repairperson, Boiler Operator - Handyperson, Sign Painter and Serviceperson will have broken tools replaced as necessary. The City will supply rubber coats, pants, boots and rubber gloves for those engaged in work where such clothing is necessary. The City shall provide two (2) changes of coveralls each week to the following employees: mechanics, welders and servicepersons.

All other employees shall be provided by the City annually with a voucher to obtain one (1) pair of coveralls at a supplier designated by the City. Such employees are responsible for having at work and wearing the coveralls where required for the work assigned. Further, such employees are responsible for maintaining the coveralls in a condition suitable to the City.

20:02 All employees who are employed by June 15th each year will be provided with the boot allowance, tool allowance and coveralls or coverall voucher as set out in 20:01 by June 30th of that year.

Employees absent from work and in receipt of W.S.I.B., sick leave or LTD, benefits for six (6) or more months during the twelve (12) months immediately preceding June 15th of any given year shall not be entitled to receive the boot allowance, tool allowance, coveralls or coverall voucher.

No payment, allowance or voucher will be given to employees who are absent from work without pay for 6 months or more during the twelve (12) months immediately preceding June 15th of any given year.

## 21:00 CONTRACTING OUT

21:01 The parties hereby agree that there shall be no restriction on contracting out by the City of their work or services of a kind and to the degree now performed by employees represented herein, provided however, that no permanent employee who has completed four (4) years of service will be laid off due to contracting out.

## 22:00 INCLEMENT WEATHER

22:01 If during inclement weather, outside work is not possible in the opinion of the Director of Operations, then they shall suspend operations on those works or the works which in their opinion cannot proceed. The crew or crews involved in the work will be dispatched from the job for remainder of that day and until such time as conditions warrant a renewal of work operations. The workers on such jobs shall receive pay for the actual number of hours worked during the day of stoppage. If this provision affects the job involved more than two consecutive days, seniority provisions of layoff shall prevail.

22:02 Employees who report for work and who have not been previously notified not to report for work and who are subsequently sent home because of inclement weather, shall receive four (4) hours pay at straight time at their regular rate.

22:03 When it is necessary for employees to work in an emergency during such weather, the City will provide rubber coats, boots and hats.
The City shall also equip the trucks with suitable covering to protect the employees riding to and from work.

The City shall provide adequate sanitary facilities and provide means whereby the employees can change and dry their wet clothing.

## 23:00 WAGE SCHEDULE

23:01 Wage rates and classifications shall be as outlined in Schedules "A" and "B", attached hereto and shall form an integral part of this agreement.

23:02 When an employee relieves in a higher classification they shall receive the rate of pay for the higher classification while so relieving, but shall receive not less than one (1) hours pay at the higher rate.

23:03 Employees covered by this Agreement shall be paid every second Thursday by direct payroll deposit.

## 24:00 TERM OF AGREEMENT

24:01 This agreement shall continue in force in effect from February 1st, 2015 until January 31st, 2019. Either party to this agreement may not more than ninety (90) days and not less than thirty (30) days prior to January 31st, 2019 present to the other party in writing, proposed amendments to this agreement. The parties agree to arrange a meeting during the above mentioned period to exchange proposed contract amendments. Failing agreement by January 31st, 2019 this agreement and all its terms shall continue in force until a new agreement is executed.

24:02 Unless either party gives to the other party a written notice of termination or a desire to amend this agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement.

SIGNED, SEALED AND DELIVERED

THE CITY OF THE CITY
OF SAULT STE. MARIE

*"CHRISTIAN PROVENZANO"*
(MAYOR)

*"MALCOLM WHITE"*
(CLERK)

LOCAL #3, CANADIAN UNION
OF PUBLIC EMPLOYEES

*"PAUL BEAUCHAMP"*
(PRESIDENT)

*"MARK HARRINGTON"*
(GROUP VICE-PRESIDENT)

*"PAUL EDWARDS"*
(NEGOTIATING COMMITTEE)

## SCHEDULE "A"
## WAGE SCHEDULE - PUBLIC WORKS & TRAFFIC

| Job Class | Feb. 1, 2015 | Feb1, 2016 | Feb. 1, 2017 | Feb. 1, 2018 |
|---|---|---|---|---|
| 1 | 20.79 | 21.15 | 21.52 | 21.95 |
| 2 | 22.62 | 23.02 | 23.42 | 23.89 |
| 3 | 23.11 | 23.51 | 23.92 | 24.40 |
| 4 | 23.59 | 24.00 | 24.42 | 24.91 |
| 5 | 23.93 | 24.35 | 24.78 | 25.28 |
| 6 | 24.65 | 25.08 | 25.52 | 26.03 |
| 7 | 26.32 | 26.78 | 27.25 | 27.80 |
| 8 | 26.85 | 27.32 | 27.80 | 28.36 |
| 9 | 27.80 | 28.29 | 28.79 | 29.37 |
| 10 | 28.39 | 28.89 | 29.40 | 29.99 |
| 11 | 28.96 | 29.47 | 29.99 | 30.59 |
| 12 | 29.68 | 30.20 | 30.73 | 31.34 |

Students

| | Feb. 1 2015 | Feb. 1, 2016 | Feb. 1, 2017 | Feb. 1, 2018 |
|---|---|---|---|---|
| 1st year | $11.87 | $12.09 | $12.31 | $12.56 |
| 2nd year | $12.15 | $12.37 | $12.60 | $12.85 |
| 3rd year | $12.60 | $12.83 | $13.07 | $13.33 |

(1) Probation Labour Rate shall be at the wage rate paid to labourers during their probationary period as referred to in Article 11:04.

(2) An Operator shall receive an additional $.55 per hour (effective the 1st of the month following ratification of the Memorandum of Settlement by the parties) for operating a truck with the wing plow in use without the assistance of a wing-person.

APPRENTICE WAGE SCHEDULE AND JOB CLASSIFICATION:

Apprentices shall be paid on the following formula:

Apprentices shall receive not less than the labour rate and shall receive increases in equal increments after completion of each 1,040 hour period until the full journeyman rate is achieved in accordance with the total hours required for the particular trade.

# SCHEDULE "B"
# JOB CLASSIFICATION

| CATEGORY & JOB | JOB CLASS |
|---|---|
| **Labour**: | |
| Probation Labour | 1 |
| Labour | 2 |
| * Janitor/Watchperson | 3 |
| Sanitary Helper | 4 |
| Saw Operator | |
| Litter Hog | |
| Asphalt Raker | |
| Hazardous Waste Depot - Landfill | 7 |
| *Skilled Labourer:* | 7 |
| Pipelayer | |
| Cement Finisher | |
| Masonry Worker | |
| Gradeperson | |
| Lead Hand Labour | 9 |
| **Operators**: | |
| * Scale Operator | 3 |
| Sweeper | 6 |
| Tractor | |
| Catch Basin Cleaner | |
| Mower | |
| Roller | |
| Truck Driver | |
| Forklift, Boom Truck | |
| Steamer Operator | |
| Asphalt Zipper | |
| Street Flusher | |
| Painting Applicator | |
| Sidewalk Plow | |
| Asphalt Recycler | 7 |
| Asphalt Spreader | |
| Front End Loader | |
| Bulldozer | |
| Grader | |
| Float | |

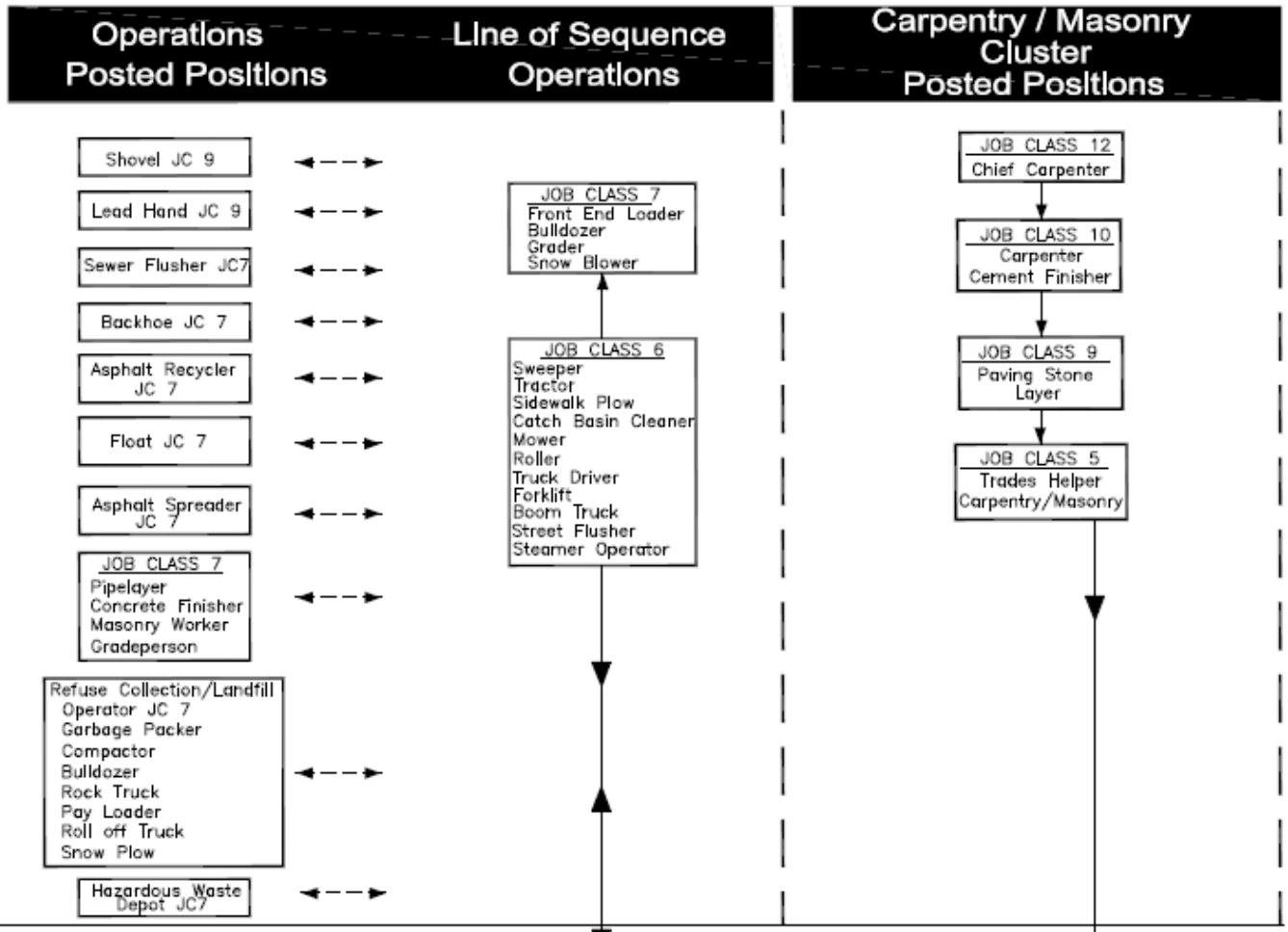
| | |
|---|---|
| Snowblower<br>Hydraulic Back Hoe<br>Sewer Flusher<br>Landfill Truck Driver<br>Landfill Packer<br>Loader and Compactor | 7 (continued) |
| Shovel | 9 |
| Lead Hand Operations | 9 |

* - Posted positions and incumbents filling such posting will not be bumped during layoff.

Trades:

| | |
|---|---|
| Trades Helper – Traffic | 5 |
| Storekeeper<br>Serviceperson<br>Sign Technician | 7 |
| Trades Helper – Waste Water | 7 |
| No classifications | 8 |
| Waste Water Operator | 9 |
| Welder<br>Automotive Service and Truck and Coach Technician<br>Carpenter<br>Lead Sign Technician<br>Boiler Operator/Handyperson | 10 |
| Welder – Machine Operator<br>Electrician<br>Electronics – Electrical Repairperson | 11 |
| Chief Welder<br>Chief Electronics – Electrical Repairperson<br>Chief Sign Technician<br>Chief Carpenter<br>Chief Maintenance Services | 12 |

# DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION




CLARITY NOTES:

**Establishment** – When the employee next in seniority promotes for one day, that employee will be listed ahead of an employee who refused to promote and sign off.

**Permanent Posted Positions** – Positions filled by job posting only. In the event of layoff, an incumbent may bump to Labour 4 & 2 in reverse order of seniority per 11:14.

**Scale Operator Janitor/Watchperson** – These positions are posted positions and incumbents filling a posting will not be bumped during layoff.

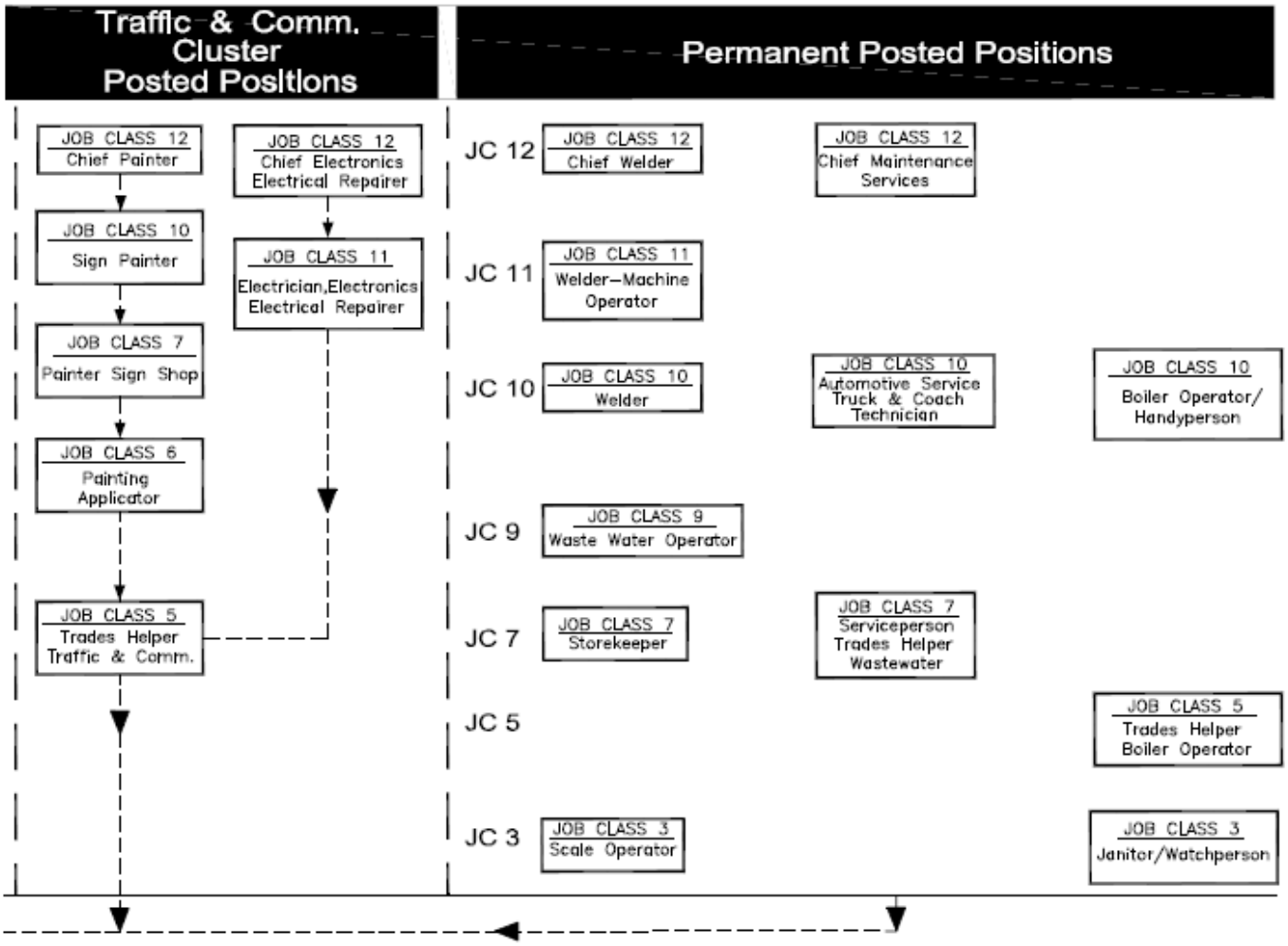
An established janitor will lose his janitor status upon accepting another temporary, seasonal, relief or permanent position in another classification subject to the provision of Article 11:08.

**Cluster Posted Positions** – All positions in a cluster are posted. In the event of layoff in a cluster posted position, an incumbent may bump to a lower regular posted position in the cluster in reverse order of seniority and then to Labour 4 & 2 in reverse order of seniority per 11:14

**Operations Posted Positions** – These classifications will be filled by job posting as outlined in articles 11:08 and 11:09. Upon completion of assignment in a posted position employees will return to their former line of sequence position and seniority.

– These posted positions shall not be interpreted to provide protection from layoff.

# LINE OF SEQUENCE & POSTED POSITION CHART




AGREED TO THIS 11th DAY OF February 20 15

| ON BEHALF OF C.U.P.E LOCAL #3 | ON BEHALF OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE |
|---|---|
| Cathy Donnelly | Peter Nlro |
| Paul Beauchamp | Larry Glrardl |
| Mark Harrlngton | Mlke Lebel |
| Ron Olar | Ida Bruno |
| Martln Shaule | |

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

**LETTER #1**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE**

**AND**

**LOCAL 3 C.U.PE. – P.W.T.**

**RE: SUBSIDIZED WORK PROGRAMS**

Local 3 C.U.P.E. hereby agrees to the participation by the City in the above programs in areas of its jurisdiction subject to the following conditions:

(i) The participation in such programs will in no case displace an employee under the jurisdiction of Local 3 C.U.P.E.

(ii) Local 3 C.U.P.E. will be given advance notice of such programs including work location, type of work and the term of the program.

(iii) Persons engaged in such programs shall not be covered by any term of the collective agreement and shall not acquire any right to a position included in the collective agreement.

(iv) This understanding may be cancelled at any time upon providing 30 days notice in writing of such cancellation.

Signed at Sault Ste. Marie this 11th day of February, 2015.

| FOR C.U.P.E. LOCAL 3 | FOR CITY |
|---|---|
| *"Cathy Donnelly"* | *"Peter Niro"* |
| *"Paul Beauchamp"* | *"Larry Girardi"* |
| *"Mark Harrington"* | *"Mike Lebel"* |
| *"Ron Olar"* | *"Ida Bruno"* |
| *"Martin Shaule"* | |

**LETTER #2**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE**

**AND**

**LOCAL 3 C.U.PE. – P.W.T.**

The parties agree to the following procedures in the case of a first conviction and loss of driver's licence for impaired driving.

1) Each case will be judged in its merits and will be at the discretion of the City.

2) The employee will exercise his seniority rights in the labour pool in accordance with the collective agreement.

3) In the event the employee does not have sufficient seniority he will be placed on lay-off.

4) The provisions of Articles 12:07 and 12:21 will be waived for the period of time an employee's licence is suspended.

5) On reinstatement of the driver's licence the employee will be returned to his former position in accordance with seniority standing at the time the driver's licence was suspended

6) The provisions of Articles 12:07 and 12:21 will apply for any subsequent conviction for impaired driving and loss of driver's licence.

Signed at Sault Ste. Marie this 11th day of February, 2015.

| FOR C.U.P.E. LOCAL 3 | FOR CITY |
|---|---|
| *"Cathy Donnelly"* | *"Peter Niro"* |
| *"Paul Beauchamp"* | *"Larry Girardi"* |
| *"Mark Harrington"* | *"Mike Lebel"* |
| *"Ron Olar"* | *"Ida Bruno"* |
| *"Martin Shaule"* | |

## LETTER #3

## LABOUR-MANAGEMENT COMMITTEE

## TERMS AND CONDITIONS

The City of Sault Ste. Marie and Local 3. C.U.P.E. – P.W.T., agree to the following terms related to the provision of Article 4:06 of the collective agreement:

1. The Committee will consist of two representatives of each party to deal with matters of mutual concern relating to the work place.

2. Meetings will be scheduled as necessary on request of either party at a mutually agreed time and location.

3. The members of the Committee shall receive the normal rate of pay for attendance at meetings during their scheduled working hours but no payment will be made for time spent outside regular hours.

4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least one week in advance of the meeting. Minutes of the meetings will be prepared and distributed as determined by the Committee.

5. The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process.

6. The Committee shall not have the authority to alter or amend the collective agreement or make any decision inconsistent with its provisions.

7. The representatives agree to make every effort to deal with issues in a co-operative manner.

8. It is to be understood that in the event that either part requires the assistance of their respective representative (i.e. CUPE National Representative; Commissioner of Human Resources) the Labour Management meeting will be arranged by the representatives.

Signed at Sault Ste. Marie this 11th day of February, 2015.

| FOR C.U.P.E. LOCAL 3 | FOR CITY |
|---|---|
| *"Cathy Donnelly"* | *"Peter Niro"* |
| *"Paul Beauchamp"* | *"Larry Girardi"* |
| *"Mark Harrington"* | *"Mike Lebel"* |
| *"Ron Olar"* | *"Ida Bruno"* |
| *"Martin Shaule"* | |

## LETTER #4

## MEMORANDUM OF UNDERSTANDING

**RE: JANITOR POSITION – PROTECTED CLASSIFICATION STATUS**

The parties agree that employees permanently assigned to the Janitor position will not be subject to displacement by senior employees from other classifications.

This arrangement will continue subject to the following terms and conditions:

(i) Permanent vacancies for the position of Janitor will be posted and filled in accordance with Article 11:08 (b) of the agreement.

(ii) Once an employee satisfactorily completes the probation period he will not be subject to displacement by other senior employees except by another more senior Janitor.

(iii) An established employee in the Janitor position will lose his protected status upon accepting another temporary, seasonal, relief or permanent position in another classification subject to the provisions of Article 11:08.

(iv) In the event an established Janitor moves to another classification, the vacant position will be posted and the successful applicant will obtain protected status.

(v) This agreement regarding twelve (12) hours shifts for Janitors may be terminated at any time by either party with thirty (30) days notice in writing to the other party.

(vi) Unpaid Lieu Day for Statutory Holiday if holiday falls upon Schedule Day Off provided:

- such lieu day is mutually agreed with the supervisor and
- is applicable to only one (1) employee for any given Statutory Holiday.

Signed at Sault Ste. Marie this 11th day of February, 2015.

| FOR C.U.P.E. LOCAL 3 | FOR CITY |
|---|---|
| *"Cathy Donnelly"* | *"Peter Niro"* |
| *"Paul Beauchamp"* | *"Larry Girardi"* |
| *"Mark Harrington"* | *"Mike Lebel"* |
| *"Ron Olar"* | *"Ida Bruno"* |
| *"Martin Shaule"* | |

**LETTER #5**

**MEMORANDUM OF AGREEMENT**

**Between**

**THE CITY OF SAULT STE. MARIE**

**AND**

**LOCAL 3 C.U.PE. – P.W.T.**

**POSITION RE: LEAD HAND**

All new vacancies for Lead Hand shall be posted. Such postings shall be for a generic Lead Hand and shall not hold a Labourer or Operator designation. The employees currently established as Lead Hand will remain established. There will be one Lead Hand Labourer position which will be filled by the senior established Lead Hand Labourer. When the senior employee is not available, the next most senior Lead Hand Labourer will fill in on a replacement basis. If none of the currently established Lead Hand Labourers are available, the position will be filled from amongst the generic Lead Hands.

Signed at Sault Ste. Marie this 11th day of February, 2015.

| FOR C.U.P.E. LOCAL 3 | FOR CITY |
|---|---|
| *"Cathy Donnelly"* | *"Peter Niro"* |
| *"Paul Beauchamp"* | *"Larry Girardi"* |
| *"Mark Harrington"* | *"Mike Lebel"* |
| *"Ron Olar"* | *"Ida Bruno"* |
| *"Martin Shaule"* | |

**LETTER #6**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE**

**AND**

**LOCAL 3 C.U.PE. – P.W.T.**

**RE: ABSENTEEISM**

Both Parties are concerned with the overall absenteeism and its related costs and causes among this group.

The Parties agree to utilize the Joint Consultation Committee structure to discuss absenteeism with the express purpose of resolving these issues.

Signed at Sault Ste. Marie this 11th day of February, 2015.

| FOR C.U.P.E. LOCAL 3 | FOR CITY |
|---|---|
| *"Cathy Donnelly"* | *"Peter Niro"* |
| *"Paul Beauchamp"* | *"Larry Girardi"* |
| *"Mark Harrington"* | *"Mike Lebel"* |
| *"Ron Olar"* | *"Ida Bruno"* |
| *"Martin Shaule"* | |

**LETTER #7**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE**

**AND**

**LOCAL 3 C.U.PE. – P.W.T.**

**RE: GROUP VICE PRESIDENT - DAY SHIFT**

The parties agree that for the term of this collective agreement the Elected Group Vice President of Local 3 PWT **may request to be** assigned to day shifts.

Signed at Sault Ste. Marie this 11th day of February, 2015.

| FOR C.U.P.E. LOCAL 3 | FOR CITY |
|---|---|
| *"Cathy Donnelly"* | *"Peter Niro"* |
| *"Paul Beauchamp"* | *"Larry Girardi"* |
| *"Mark Harrington"* | *"Mike Lebel"* |
| *"Ron Olar"* | *"Ida Bruno"* |
| *"Martin Shaule"* | |

**LETTER #8**

**LETTER OF CLARIFICATION**

**Between**

**THE CITY OF SAULT STE. MARIE**

**AND**

**LOCAL 3 C.U.PE. – P.W.T.**

**RE: VACATION SCHEDULING**

The Department will amend its vacation selection for the year 2000 to operate as follows:

- First Pick to be three (3) weeks which can be three (3) consecutive weeks or three (3) single weeks, or two (2) weeks plus one (1) week any time of year; by seniority.
- Second Pick – Select balance of vacation by seniority (Calendar week blocks)
- Once selected, vacation cannot be changed except by approval of the Department.
- Single day vacation selections permitted only by approval of the Department.
- Employees by seniority will make vacation selections at a predetermined date and time from a Master Vacation Board.
- Selections to be submitted by February 1st of current year of vacation selection. The Department will confirm vacation selections by March 1st.

Signed at Sault Ste. Marie this 11th day of February, 2015.

| FOR C.U.P.E. LOCAL 3 | FOR CITY |
|---|---|
| *"Cathy Donnelly"* | *"Peter Niro"* |
| *"Paul Beauchamp"* | *"Larry Girardi"* |
| *"Mark Harrington"* | *"Mike Lebel"* |
| *"Ron Olar"* | *"Ida Bruno"* |
| *"Martin Shaule"* | |

**LETTER #9**

**LETTER OF CLARIFICATION**

**Between**

**THE CITY OF SAULT STE. MARIE**

**AND**

**LOCAL 3 C.U.PE. – P.W.T.**

**RE: WELFARE PLAN**

The parties agree to meet during the term of the Collective Agreement to discuss welfare benefits and methods by which to contain the escalating cost of these benefits.

Signed at Sault Ste. Marie this 11th day of February, 2015.

| FOR C.U.P.E. LOCAL 3 | FOR CITY |
|---|---|
| *"Cathy Donnelly"* | *"Peter Niro"* |
| *"Paul Beauchamp"* | *"Larry Girardi"* |
| *"Mark Harrington"* | *"Mike Lebel"* |
| *"Ron Olar"* | *"Ida Bruno"* |
| *"Martin Shaule"* | |

**LETTER #10**

**LETTER OF CLARIFICATION**

**Between**

**THE CITY OF SAULT STE. MARIE**

**AND**

**LOCAL 3 C.U.PE. – P.W.T.**

**RE: ARTICLE 2:03**

It is understood by the parties with respect to Temporary Supervisors, that their primary focus will be the supervision of employees. However, it is further understood that such Temporary Supervisors can perform the work of the bargaining unit such as operating equipment and performing various labour duties. It is further understood that such work may be performed as required from time to time to assist in the flow of work.

Signed at Sault Ste. Marie this 11th day of February, 2015.

| FOR C.U.P.E. LOCAL 3 | FOR CITY |
|---|---|
| *"Cathy Donnelly"* | *"Peter Niro"* |
| *"Paul Beauchamp"* | *"Larry Girardi"* |
| *"Mark Harrington"* | *"Mike Lebel"* |
| *"Ron Olar"* | *"Ida Bruno"* |
| *"Martin Shaule"* | |

## LETTER #11

## LETTER OF UNDERSTANDING

**Between**

**THE CITY OF SAULT STE. MARIE**

**AND**

**LOCAL 3 C.U.PE. – P.W.T.**

The Return to Work Coordinator or designate will request the attendance of a Union Representative* at a meeting required for the accommodation of an employee with:

(a) a permanent disability or
(b) a temporary disability known at the outset to be for a duration greater than thirty (30) days.

- * The Union shall designate the representative(s) to deal with disability related matters. Unavailability or non-attendance of the designated Union representative at meetings arranged by the Return to Work Coordinator or designate shall not delay the accommodation process.

- * Either party may request a re-scheduling of a meeting with notice to the other party within five (5) days of such meeting being scheduled.

- Both parties recognize the benefits of early and safe return to work and the parties endeavour to schedule meetings to deal with such matters as promptly as possible.

The Union can propose alternative accommodations including entry level positions.

It is understood the employee and union will be provided with a reasonable amount of time to consider and respond to a proposed permanent disability accommodation.

The Return to Work Coordinator or designate will arrange quarterly meetings with the designated Union Representative to review accommodation activity.

Signed at Sault Ste. Marie this 11th day of February, 2015.

| FOR C.U.P.E. LOCAL 3 | FOR CITY |
|---|---|
| *"Cathy Donnelly"* | *"Peter Niro"* |
| *"Paul Beauchamp"* | *"Larry Girardi"* |
| *"Mark Harrington"* | *"Mike Lebel"* |
| *"Ron Olar"* | *"Ida Bruno"* |
| *"Martin Shaule"* | |

**LETTER #12**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE**

**AND**

**LOCAL 3 C.U.PE. – P.W.T.**

**RE: CONSOLIDATION OF LOCAL 3 CSD COLLECTIVE AGREEMENT**

Whereas the parties agree that it is beneficial to consolidate the Local 3 Community Services Collective Agreement in whole or in part into the Local 3 Public Works and Transportation Collective Agreement the parties agree to form a Committee consisting of Union representatives from Local 3 CSD (3 representatives - one (1) from each of Cemeteries, Parks and Facilities), Local 3 PWT (3 representatives) and representatives of the City for this purpose.

The parties will meet during the term of the collective agreement to endeavour to negotiate and agree upon in the form of a Memorandum of Agreement, the additions, deletions and/or modifications necessary to consolidate the Local 3 CSD agreement into the Local 3 PWT Collective Agreement.

Signed at Sault Ste. Marie this 11th day of February, 2015.

| FOR C.U.P.E. LOCAL 3 | FOR CITY |
|---|---|
| *"Cathy Donnelly"* | *"Peter Niro"* |
| *"Paul Beauchamp"* | *"Larry Girardi"* |
| *"Mark Harrington"* | *"Mike Lebel"* |
| *"Ron Olar"* | *"Ida Bruno"* |
| *"Martin Shaule"* | |

## LETTER #13

## LETTER OF UNDERSTANDING

## Between

## THE CITY OF SAULT STE. MARIE

## AND

## LOCAL 3 C.U.PE. – P.W.T.

The City agrees to maintain the wages of an employee on Paid Approved Union Leave subject to the following conditions:

This Letter of Understanding will provide for a trial period for this process until December 31st, 2013 at which time such agreement shall be null and void unless renewed by mutual agreement of the parties.

The Union has confirmed that it will provide WSIB coverage for members on Leave for Union Business. The Union shall provide to the City initially and at any time upon request thereafter its WSIB Clearance Certificate to verify it has such valid coverage. The Union shall also provide to the City its WSIB account number. It is the responsibility of the Union to maintain such coverage. Failure of the Union to maintain such coverage shall make this agreement null and void. The City will not be responsible for WSIB coverage when an employee is on such leave.

The parties agree to meet during the term of the collective agreement prior to December 31, 2013 to discuss how the agreement is progressing and address any problems or concerns that may have arisen.

The agreement shall state that the Union will promptly reimburse the City within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The City will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave – P.A.U.L.) on the employee's pay stub and the City shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, City OMERS share, City share of CPP and City share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the City the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence plus a Sick Leave reimbursement amount of 1.5 day's pay for each twenty (20) working days absence.

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one and one-half (1-1/2) hour at the CUPE 67 Civic JC 10 Level 4 rate for the preparation of such invoice.

The City shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to the one (1) identified address.
The address is: CUPE, Sault Ste. Marie Area Office, 421 Bay Street, Suite 606, Sault Ste. Marie, Ontario, P6A 1X3.

Requests for Leave for Union Business approved by a representative of the Union shall be on a form provided by the City for approval by the respective Department Head and distributed to Accounting Division with a copy to the Human Resources Department.

The commencement date of this process shall be on the first of a month as soon as practicable following ratification of the Memorandum of Settlement by the parties.

Signed at Sault Ste. Marie this 31st day of March, 2015.

| FOR C.U.P.E. LOCAL 3 | FOR CITY |
|---|---|
| *"Cathy Donnelly"* | *"Peter Niro"* |
| *"Paul Beauchamp"* | *"Larry Girardi"* |
| *"Mark Harrington"* | *"Mike Lebel"* |
| *"Ron Olar"* | *"Ida Bruno"* |
| *"Martin Shaule"* | |

**LETTER #14**

**LETTER OF AGREEMENT**

**Between**

**THE CITY OF SAULT STE. MARIE**

**AND**

**LOCAL 3 C.U.PE. – P.W.T.**

**RE: STUDENT EMPLOYEES**

The Corporation and the Union support the hiring of students during regular school vacation periods and recognizes the importance of supporting this practice. This letter is in reference to those student positions, which are created to supplement the regular bargaining unit staff during traditional school summer vacation periods. The number of students employed in the Summer shall not exceed ten (10) without written agreement from the Union. The parties agree to meet annually at the conclusion of the summer season to discuss the continuation of the student program recognizing the work requirements are unique.

*Definition of a Student:*

A student is defined as an employee currently enrolled in an educational institution returning to an educational institution and who is on a regular school summer vacation. The rate of pay for a student will be defined under the Schedule A.

*Collective Agreement:*

The provisions of the Collective Agreement shall not apply to students. Students will be employed once all PWT employees are recalled to work.

*Work Assignment:*

Work performed during or resulting from the hiring of students shall not result in lay off, demotion or displacement of any employee in the bargaining unit. All laid off employees shall be called back to work before students are employed.

Both parties agree that students will be hired to assist the workforce of the City and that part-time employees will be given preference over students of leaves of absence.

Signed at Sault Ste. Marie this 31st day of May, 2015.

| FOR C.U.P.E. LOCAL 3 | FOR CITY |
|---|---|
| *"Paul Beauchamp"* | *"Peter Niro"* |
| *"Mark Harrington"* | *"Ida Bruno"* |
| *"Ron Olar"* | *"Larry Girardi"* |
| *"Martin Shaule"* | *"Mike Lebel"* |

## NOTES:

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2016-106**

**AGREEMENT**: (H1.13) A by-law to authorize the execution of an agreement between the City and United Steel, Paper, Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) for the term commencing February 1, 2015 to January 31, 2018.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001, S.O. 2001*, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto attached and dated the 1st day of February, 2015 between the City and United Steel, Paper, Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) (Transit) for the term commencing February 1, 2015 to January 31, 2018.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 22nd day of August, 2016.

_____

**MAYOR – CHRISTIAN PROVENZANO**

_____

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

md LegalDept\Legal\Staff\BYLAWS\1. 2016\2016-106 Agreement USW Local 2251.doc

# AGREEMENT

**between**

**THE CORPORATION OF THE CITY OF**
**SAULT STE. MARIE**

**-and-**

**UNITED STEEL, PAPER, FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**
**(UNITED STEELWORKERS) (TRANSIT)**

**February 1, 2015 to January 31, 2018**

**INDEX**

**Article** **Page No.**


1 Purpose....1
2 Union Recognition....1
3 No Discrimination....2
4 Management....2
5 Union Security....2
6 Adjustment of Grievances....3
7 Strikes or Lockouts....4
8 Discharge and Disciplinary Procedure....4
9 Seniority....5
10 Leave of Absence....7
11 Safety and Health....9
12 Pay on Day of Injury....10
13 Bulletin Boards....10
14 Handicapped Employees....10
15 Hours of Work and Overtime....10
16 Paid Holidays....12
17 Wage Rates....14
18 Welfare....17
19 Pensions....19
20 Vacations with Pay....19
21 Jury Pay....21
22 Copies of Agreement....21
23 Term of Agreement....21


**Letters of Understanding**:


#1 Interpretation of Article 9:00 – Seniority....23
#2 Welfare Benefits....24

# COLLECTIVE BARGAINING AGREEMENT

Made effective this 1st day of February, 2015 at Sault Ste. Marie, Ontario.

BETWEEN:

Corporation of the City of Sault Ste. Marie
(Hereinafter called "The City")

of the First Part

-AND-

United Steel, Paper, Forestry, Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers International Union
(United Steelworkers)
(Hereinafter called "The Union")

of the Second Part

## 1:00 PURPOSE OF AGREEMENT

1:01 Whereas the parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable earnings, labour standards, wage rates and working conditions to obtain efficient operations, to protect the safety and health of employees and to provide machinery for the adjustment of disputes which may arise between the parties hereto. Therefore the City and the Union agree as follows:

## 2:00 UNION RECOGNITION

2:01 The City recognizes the Union, as the sole and exclusive bargaining agency for all its employees at its Transit Garage, save and except: Supervisors, Persons above the rank of Supervisors and Office Staff.

The terms and conditions set forth in this agreement shall have full force and effect for all employees in the bargaining unit as described in the preceding paragraph. Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the

bargaining unit, except in cases of emergency, casual assistance or instruction. Supervisors excluded.

## 3:00 NO DISCRIMINATION

3:01 The City and the Union agree that there will be no discrimination against any employee because of race, creed, colour, sex, national origin, union membership or union activity.

## 4:00 MANAGEMENT

4:01 The Union recognizes that it is the function of management to manage the affairs of the business and to direct the working forces of the City and the right to hire, suspend or discharge for proper cause, or transfer and the right to relieve employees from duty because of lack of work or for other legitimate reasons, is vested in the City, subject to the terms of this agreement.

## 5:00 UNION SECURITY

5:01 The City shall deduct as a condition of employment union dues and assessments currently in effect as certified by the union on a monthly basis from the wages of each employee covered by this agreement.

5:02 All dues and assessments, shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station 'A', Toronto, Ontario M5W 1V7 in such form as shall be directed by the Union to the City with a copy to 68 Dennis St. Sault Ste. Marie, ON P6A 2W9.

5:03 The remittance and the R-115 form shall be accompanied by a statement containing a list of names of all employees from whom dues were deducted and the amount of dues deducted.

5:04 The Union shall indemnify and save the C*ity* harmless against any and all claims or other forms of liability that may arise out of any actions taken by the C*ity* in compliance with this article.

5:05 The City, when preparing T-4 slips for the employees, will enter the amount of union dues paid by the employee during the previous year.

## 6:00 ADJUSTMENT OF GRIEVANCES

6:01 The employees of the City who are members of the Union shall elect a Committee of at least two (2) but not more than five (5) who shall constitute a negotiating and grievance committee, who may be accompanied by an International Representative of the Union.

6:02 In the settlement of any dispute, or grievance, the following procedure shall apply:

(1) The employee shall first take the grievance up with his Supervisor within forty-eight (48) hours of his knowledge of the event, and the employee shall have the right to be accompanied by a representative of the Union. The Supervisor shall give a decision within forty-eight (48) hours.

STEP 1 Failing a satisfactory answer, the employee shall put his grievance in writing to the Grievance Committee who may within 5 working days of the reply from the Supervisor, request a hearing by the Manager of Transit & Parking.

The Manager of Transit & Parking shall render a decision within 5 working days of the hearing.

STEP 2 If the Union considers that a satisfactory settlement was not reached at Step 1, it may within 5 working days of the receipt of the Step 1 reply, request a hearing by the Commissioner of Human Resources. The Commissioner of Human Resources shall render a decision within 5 working days of the hearing.

STEP 3 If the Union considers that a satisfactory settlement was not reached at Step 2, it may within 5 working days of the receipt of the Step 2 reply, request a hearing by the Chief Administrative Officer. The Chief Administrative Officer shall render a decision within 5 working days of the hearing.

STEP 4 If the Union considers that a satisfactory settlement was not reached at Step 3, it may within 5 working days of the Step 3 reply, refer the matter to arbitration in accordance with the provisions of the Labour Relations Act.

(2) A Board of Arbitration shall not alter modify or amend any part of this agreement.

(3) The Union shall have the right to initiate a grievance of a general nature at Step 2 of this procedure.

(4) The time limits set out in this procedure may be extended by agreement of the parties.

6:03 Decisions reached by agreement between the City and the Union shall be binding upon the employee as well as the Union and the City.

6:04 Meetings between the City and the Union necessary as a result of this Article shall be held as required on request of either party at a convenient time as may be arranged, and no employee shall be required to lose time from work in connection with a grievance.

## 7:00 STRIKES OR LOCKOUTS

7:01 The City agrees that during the life of this Agreement it will not cause or direct any lockout of its employees, and the Union agrees that, during the life of this Agreement, there will be no strikes, slow downs, work stoppages or other collective action which will stop or interfere with production or services, and that if any such collective action should be taken, it will instruct its members to carry out the provisions of this Agreement, and to return to work and perform their duties in the usual manner.

## 8:00 DISCHARGE AND DISCIPLINARY PROCEDURE

8:01 Management shall not take disciplinary action without first warning the employee, unless the circumstances justify immediate suspension or discharge. In the event of a claim that an employee has been discharged or suspended unjustly or unreasonably the grievance shall be filed at Step 3 of the Grievance Procedure within five working days.

8:02 Warnings shall be given in writing or in the presence of a Union Committeeman or steward. The City and the Union agree that disciplinary penalties shall not be imposed unreasonably or unjustly.

8:03 If it is determined or agreed at any step in the Grievance Procedure or decided by a Board of Arbitration that any employee has been disciplined or discharged unjustly, the management shall put him back on his job with no loss of seniority and they shall pay the employee the amount he would have earned had he been working, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

## 9:00 SENIORITY

9:01 The parties recognize that the job opportunity and security should increase in proportion to length of service. It is, therefore, agreed that in all cases of vacancy, promotion, transfer, layoff, termination and rehire after layoff or termination, senior employees shall be entitled to preference.

In recognition, however, of the responsibility of the management for the efficient operation of the service it is understood and agreed that in all such cases Management shall have the right to pass over any employee if in its opinion he does not have the ability or the physical fitness to perform the work.

9:02 Seniority of each employee covered by this Agreement shall be established after a probation period of 600 hours within any period or 120 consecutive days. Employees who have completed the probationary period shall be placed on the seniority list and credited with seniority from the date they commenced work with the Transit System.

During such probation period an employee may be terminated based on a lessor standard of performance than required for an established employee.

9:03 An employee shall lose his seniority standing and his name shall be removed from all seniority lists for any one of the following reasons:

(1) If the employee voluntarily quits.

(2) If the employee is discharged for proper cause and is not reinstated in accordance with the provisions of this agreement.

(3) If the employee is laid off and fails to return to work within 10 days after he has been notified to do so by the City by registered mail to his last known address.

(4) The parties agree to the following conditions regarding employees absent from work due to an occupational illness or accident for which Workers' Compensation is paid.

(i) During the first 24 months of such absence the City will provide at its cost all applicable benefits set out in Article 18:00.

(ii) At the end of such 24 month period such employee shall be responsible for the total cost of all applicable benefits set out in Article 18:00.

(iii) The City agrees to maintain the seniority of such employee for a 36 month period, after which employment will be terminated.

(5) The parties agree to the following conditions regarding employees absent from work due to a non-occupational illness or accident:

(i) During the first 12 months of any such absence the City agrees to provide at its cost all applicable benefits set out in Article 18:00.

(ii) At the end of such 12 month period such employees shall be responsible for the total cost of all the applicable benefits set out in Article 18:00.

(iii) The City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated.

(6) The employee is absent from work for five (5) consecutive working days without permission and without providing an acceptable reason to the employer for such absence.

9:04 Job Posting

All vacancies or newly created positions shall be posted for five days on the special bulletin board supplied for Union purposes. An employee desiring the position must make application to management within five

days. The senior employee applying for the position shall be given the appointment, provided he qualifies under the provisions of this Agreement, and it is hereby understood and agreed that all employees now on the payroll of the City are hereby confirmed in their respective present positions.

9:05 Seniority Lists

The City shall maintain a seniority list for the shop. A copy of such list shall be posted for employee inspection. A copy also shall be provided to the Union. The list shall be kept up to date.

9:06 Layoff Notice

In the event of layoff due to lack of work the employees affected shall be given notice in accordance with the Employment Standards Act. The Union committee shall be given a copy of the notice.

9:07 Temporary Transfers

If an employee substitutes in any department on any job during the temporary absence of another employee such employee shall receive the rate for the job or his regular rate, whichever is the greater for up to six (6) months.

## 10:00 LEAVE OF ABSENCE

10:01 Leave of absence may be granted up to a maximum period of six months for emergency reasons, which must be approved by the Manager of the Transit System. Temporary extensions may be granted in case of sickness or other legitimate reasons. Failure to return to work at the end of leave will automatically act as a separation from the City. Each employee must receive a written leave of absence, a copy of which will be supplied to the Union.

(a) The City may refuse to grant leave of absence for the purpose of permitting an employee to accept other employment except where an employee is unable to perform his regular work due to sickness or accident.

(b) Leave of absence, without pay, for the transaction of Union business, shall be given to delegated members of the Union if the

application for such leave is made by the Union, provided such leave does not interfere with the operation of the City, but such leave will not be unreasonably withheld.

(c) When death occurs to a member of any employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of four (4) working days for any days which are normally straight time working days, and fall within the period from day of the death up to and including the day of the funeral. If the funeral is more than two hundred kilometers (200 km) from Sault Ste. Marie, the four (4) working days shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.

The immediate family means: mother, father, brother, sister, spouse, common law spouse, son, daughter, grandchild and grandparents, mother-in-law, and father-in-law. Leave of absence without loss of pay for four (4) working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Non attendance at the funeral regardless of distance disqualifies the employee from funeral leave.

"spouse" means a person

(a) to whom the person is married, or

(b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,

(i) have cohabited for at least one year,

(ii) are together the parents of a child, or

(iii) have together entered into a cohabitation agreement under section *53 of the Family Law Act*; ("conjoint").

## 11:00 SAFETY AND HEALTH

11:01 The City and Union agree that they mutually desire to maintain high standards of safety and health in the shop in order to prevent industrial injury and illness.

11:02 The City shall furnish equipment and supplies necessary to protect employees from injury. The Union will assist the management in carrying out any reasonable accident prevention program.

11:03 The City and the Union agree to name a safety and health committee comprising an equal number of City and Union representatives. The

Committee's function will be to promote safety and industrial hygiene in the shop. It shall make routine inspections of the shop and equipment and hold regular meetings.

11:04 The Union recognizes and the City accepts the responsibility to make adequate and reasonable provisions for the safety and health of the employee during the hours of their employment.

11:05 The Union shall be notified immediately of each accident or injury. Upon the request of the Union or Management the safety committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.

11:06 The City agrees to supply employees in the Mechanics classification with access to seven (7) coveralls in every two (2) week period.

The City agrees to supply employees in the Body Person classification with access to five (5) changes of a pant and a shirt in every two (2) week period.

The City agrees to supply employees in the Service Attendant and Handyperson/Labour classification with access to five (5) coveralls in every two (2) week period.

The City agrees to supply employees in the Stores Attendance classification with access to five (5) shop coats in every two (2) week period.

The City shall provide each employee with one (1) winter coat every three (3) years.

11:07 The City agrees to provide all permanent employees with an annual allowance of one hundred sixty five dollars ($165) for the life of the agreement effective for payment the second pay in February per Article 17:01 for the purchase of one (1) pair of C.S.A. approved safety boots.

## 12:00 PAY ON DAY OF INJURY

12:01 An employee hurt in an industrial accident shall be paid for time lost on the day he was injured at his regular daily earnings including any overtime premium.

12:02 The City shall provide transportation and pay for the time spent by employees during their regular shift hours for medical treatment required as a result of an industrial accident or industrial disease incurred or contracted while in the employ of the City.

12:03 It is not the intent of the above provisions to make the City responsible for the payment of such time and transportation which is compensated by the Workers' Safety and Insurance Board.

## 13:00 BULLETIN BOARDS

13:01 The City agrees to provide the Union with bulletin boards in the plant for the purpose of posting union notices and official papers. Notices will be posted only by officers of the Union and will be in keeping with the spirit and intent of this agreement.

## 14:00 HANDICAPPED EMPLOYEES

14:01 In the event of employees sustaining injuries at work, or becoming affected by occupational diseases during the course of their employment with the City and becoming physically handicapped as a result thereof, every effort will be made by the City to give the handicapped employee such suitable employment as is available.

## 15:00 HOURS OF WORK AND OVERTIME

15:01 Nothing in this Article shall be read or construed as a guarantee of hours of work per day or week but the Article shall serve as a basis of scheduling available work in accordance with the terms of this Agreement.

15:02 Wherever and whenever practical, in arranging work schedules, an employee's time off will be consecutive and preference of days off will be given to employees in accordance with their seniority.

15:03(a) The normal work periods shall consist of eight (8) hours per day and forty (40) hours per week.
Any time worked in excess of the normal work day, or week, shall be paid for at overtime rates.

(b) The work week for the calculation of overtime starts and ends at 12:01 a.m. Sunday.

15:04 No employee shall be required to layoff in order to compensate for any time he may have worked in excess of his normal working hours.

15:05 Every employee who, unless previously notified that he is not required, reports for work on his scheduled shift, shall be paid for not less than four (4) hours at his regular rate.

15:06 Employees shall be allowed ten (10) minutes before lunch and before quitting time for the purpose of washing up.

15:07 In the event of major changes in shift and hours of work it is mutually agreed that the hours of work or shift arrangements will be open for discussion.

15:08 Overtime rates of time and one-half shall be paid to employees in the following events:

1. For hours in excess of eight (8) hours in one day;
2. For hours in excess of forty (40) hours per week;

3. An employee called out to work on other than his normal hours shall be paid for a minimum of three (3) hours pay time and one-half their regular hourly rate.

15:09 Hours for which overtime rates have already been paid shall not be used in the computing of a work week and shall not be paid for a second time.

15:10 Maintenance Shop Overtime Distribution

For overtime work, employees will be asked by seniority rotation so that overtime hours are distributed as equitably as possible. When an employee is requested to work overtime and refuses, the employee loses an overtime turn except those employees on vacation, W.S.I.B., or on paid sick leave will not be charged a turn of overtime. A minimum refusal shall be four (4) hours and two (2) minimums will equal one (1) turn. Accumulated overtime turns will be posted.

15:11 The City shall pay a meal allowance of eleven dollars ($11.00) (effective the 1st full pay period following ratification of the Memorandum of Settlement by the parties) and increase to eleven dollars and increase to eleven dollars and fifty cents ($11.50) effective the first full pay period in February 2011 for an employee required to perform more than two (2) hours overtime work continuous with the end of the regular scheduled shift.

Should the employee be required to complete an additional five (5) hours of continuous employ in excess of the aforementioned two (2) hours, then the employee shall receive an additional meal allowance of ten dollars fifty cents ($10.50).

15:12 Employees may request time off in lieu of overtime with the following conditions:

- Maximum Time Off in Lieu – 40 hours (i.e. 5 work days) in a calendar year.

- Requests for lieu time off will be made to the Maintenance supervisor and will be considered on an individual basis at the time of request.

- Approval shall be at the sole discretion of the Manager of Transit & Parking based upon the operational requirements of the Department.

- If not utilized, banked overtime will be paid out the end of each calendar year.

## 16:00 PAID HOLIDAYS

16:01 Paid Holidays

The following shall be considered as paid holidays:
New Year's Day, Family Day (3rd Monday in February), Good Friday, Easter Monday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

16:02 All employees required to work on a day on which a paid holiday is celebrated are under obligation to do so just as on any other working day.

16:03 Each employee shall receive his regular rate of pay for eight (8) hours for each of the previously mentioned holidays.

16:04 Employees required to work on the day of observance of a paid holiday shall be paid time and one-half his regular rate for hours worked in addition to holiday pay.

16:05 An employee required to work overtime or on his regular day off on the day of observance of a paid holiday, shall be paid two times his regular rate for such hours worked in addition to his holiday pay.

16:06 To qualify for the payment provided under item three (3) of this Article, the employee must have worked his last scheduled shift prior to and his first scheduled shift after the day on which the paid holiday is celebrated, unless absent on authorization of the Supervisor of the Transit System, such authorization shall not be unreasonably withheld.

16:07 In the event that one or more of the ten (10) paid holidays occurs during the employee's vacation he shall have the option of being

paid or receiving another day off with pay at his regular rate. An employee who selects another day off shall indicate the alternate day at the time he selects his vacation.

16:08 If because it is a holiday and an employee is not scheduled to work on a day on which he normally would be scheduled to work, the employee shall for the purpose of calculating hours of work in the week deemed to have worked eight (8) hours during the holiday.

## 17:00 WAGE RATES

17:01 The City agrees to pay, and the Union agrees to accept, the following wage schedules:

| Job Name | Feb. 1, 2015 | Feb. 1, 2016 | Feb. 1, 2017 |
|---|---|---|---|
| Mechanic I | $28.31 | $28.73 | $29.16 |
| Bodyman I | $28.31 | $28.73 | $29.16 |
| Mechanic II | $28.02 | $28.43 | $28.85 |
| Bodyman II | $28.02 | $28.43 | $28.85 |
| Stores Attendant | $24.40 | $25.31 | $26.30 |
| Stores Helper | $22.24 | $22.57 | $22.91 |
| Handyman/Caretaker | $22.24 | $22.57 | $22.91 |
| Service Attendant | $21.55 | $21.87 | $22.20 |
| Handyman/Labour | $20.52 | $20.82 | $21.13 |

Lead Hand-50 cents per hour above regular rate.

Mechanics Tool Allowance - Mechanics I and II shall receive a tool allowance of two hundred fifty dollars ($250.00) effective the 1st of the month following ratification of the memorandum of settlement by the parties. This allowance is paid out annually for the life of the agreement.

The City agrees to process the payment of Boot and Tool Allowance by the second pay of February.

17:02 Premiums

(1) The City shall pay employees a shift premium of one dollar ($1.00) per hour (effective the first full pay following ratification of the Memorandum of Settlement by the parties) for all hours worked on any shift where the majority of hours are worked between 6:00 P.M. and 7:00 A.M

(2) The City shall pay employees a Sunday Premium of one dollar ($1.00) per hour (effective the first full pay following ratification of the Memorandum of Settlement by the parties) for all hours worked during the twenty-four hour period beginning at 12:01 A.M. Sunday or the shift starting time closest thereto.

(3) Senior Lead Hand premium to be paid to an employee for hours worked when assigned to the Senior Lead Hand function. The premium shall be:

Effective the 1st of the month following ratification of the Memorandum of Settlement by the parties $1.35 per hour.

Note: This change means that the current practice of paying one (1) hour per week at overtime rate plus the Lead Hand rate to one individual ceases.

17:03 Apprentice

(a) Apprentices shall advance on the following basis to the Automotive Mechanics Rate.
Starting rate shall be the Handyman - Labour rate as specified in the collective agreement.

Apprentices shall advance every 1040 hours as certified by the Ministry of Colleges and Universities, until 9,000 hours are completed.

Example:

0 to 1040 hours - Base Rate
1041 to 2080 hours - 84% of Mechanic Rate
2081 to 3120 hours - 86% of Mechanic Rate
3121 to 4160 hours - 88% of Mechanic Rate
4161 to 5200 hours - 90% of Mechanic Rate
5201 to 6240 hours - 92% of Mechanic Rate
6241 to 7280 hours - 94% of Mechanic Rate
7281 to 8320 hours - 96% of Mechanic Rate
8321 to 9000 hours - 98% of Mechanic Rate
9000 - 100% of Mechanic Rate

(b) Apprentice Bodyperson Pay Scale

| | % of Body-Person rate | Feb. 1 2015 | Feb. 1 2016 | Feb. 1 2017 |
|---|---|---|---|---|
| 0 to 1040 hours | Base Rate | $22.24 | $22.57 | $22.91 |
| 1041 to 2080 hours | 86.67% | $24.53 | $24.89 | $25.26 |
| 2081 to 3120 hours | 88.67% | $25.11 | $25.48 | $25.85 |
| 3121 to 4160 hours | 90.67% | $25.67 | $26.05 | $26.44 |
| 4161 to 5200 hours | 92.67% | $26.23 | $26.62 | $27.01 |
| 5201 to 6240 hours | 94.67% | $26.80 | $27.20 | $27.60 |
| 6241 to 7200 hours | 100% | $28.31 | $28.73 | $29.16 |

The final exam must be successfully completed prior to the apprentice receiving the top rate of pay.

17:04 Notwithstanding any other provision of this collective agreement, the City may hire students to be paid as outlined below. Students shall not accrue seniority, and not, except as provided by law, have access to the grievance procedure or be provided with any other benefit.

| | 2015 | 2016 | 2017 |
|---|---|---|---|
| 1ST YEAR | $11.87 | $12.09 | $12.31 |
| 2ND YEAR | $12.15 | $12.37 | $12.60 |
| 3RD YEAR | $12.60 | $12.83 | $13.07 |

## 18:00 WELFARE

18:01 The following welfare benefits will be provided covering employees and their dependents paid for by a 100% contribution from the City.

Under the Great West Life Plan:

Life Insurance (effective July 1, 2005) one and one half times regular earnings.

Double Indemnity for Accidental Death & Dismemberment (effective July 1, 2005)

Weekly Accident and Sickness Benefit
4th day sickness - 1st day accident
26 weeks

The amount of the Weekly Accident and Sickness Benefit shall be sixty percent (60%) of basic weekly earnings to a maximum of the maximum dollar amount in effect under the Employment Insurance Act at the commencement of the sickness or date of the accident. It is understood and agreed by the parties that in return for this benefit the full E.I. rebate on premiums shall be retained by the City.

18:02 Green Shield Extended Health Care Plan, including Drug Plan Card System - $6.00 deductible (increase to $7.00 Drug Card effective February 1, 2013) and Vision Care (increase to $375.00 every two years effective the first of the month following ratification of the Memorandum of Settlement by the parties). (Note: This amount can be used for laser eye surgery.)

- Pharmacy dispensing fees capped at $10.00 and increase to $11.00 effective February 1, 2013 per prescription.
- No O.T.C. drug coverage with the exception of those deemed by the insurer to be “life sustaining”.
- Eye Examination – One (1) eye examination by a licensed ophthalmologist or optometrist every twenty four (24) consecutive months.
- Reimbursement will be made for standard hearing aids, repairs or replacement parts up to a lifetime maximum of $500. Batteries are not eligible.

18:03 Long Term Disability to provide for 60% of an employee's basic hourly rate after 26 weeks, until employee either returns to work or retires on pension, with Canada Pension Plan as a primary offset.

18:04 All employees shall be provided with the Green Shield Dental Plan #9, Rider #3 (Orthodontic, two thousand five hundred dollars ($2,500) maximum), at current O.D.A. rates minus one year, 100% of the cost of the plan to be paid for by the City. Denture appliance 50/50 co-insurance – maximum of $700/5 years.

(Note: Overage dependent coverage applicable to age 21 and up to age 25 if in full time attendance at a recognized education institution.)

18:05 The parties agree that eligibility for L.T.D. benefits will cease when:

(a) An active employee becomes eligible for an O.M.E.R.S. unreduced early retirement pension; or

(b) The gross monthly income payable from O.M.E.R.S., Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the L.T.D. benefit and the Canada Pension Plan.

18:06 Long Term Disability Insurance shall normally be adjusted effective on the first day of February but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement.

18:07 Coverages under the above plans shall be in accordance with the terms and conditions of the applicable policy.

18:08 The City shall have the right to determine the carrier of such benefits. All refunds, reduction of premiums, dividends, etc. shall become and remain the sole property of the City. The benefits under any such plan or plans will not be changed by the City without the consent of the Union.

18:09 Every employee shall be fully responsible for keeping the City informed of changes in his marital status and number of dependents. The City shall have the right to recover by payroll deductions any amount of premiums paid in excess of such proper

premiums as a result of not being properly informed by any employee of his status for the purpose of such benefits.

18:10 Any employee who is absent from work without pay for 30 days or more shall be responsible for the payment of the total cost of the premiums for the benefits outlined in Article 18:00.

18:11 The City agrees to cover the payment of premiums for Extended Health Care on the same level as at the time of retirement, from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. It shall also exclude payment to any retired employee engaged in fulltime employment. It is understood that any changes agreed to by the parties to Extended Health Care coverage will be applicable to the Extended Health Care coverage for retirees under this clause. Employees who retire under this clause will be permitted to purchase at their expense a $10,000 Life Insurance Policy at Group Rates up to the Age of 65.

## 19:00 PENSIONS

19:01 All employees covered by this agreement shall be provided with a pension under the provision of the Ontario Municipal Employees Retirement System.

19:02 An employee may continue to work beyond age 65 provided that such employee is mentally and physically capable of performing their job. The City will continue to provide all benefits required by this agreement except Long Term Disability. Such benefit coverage will be provided up to the last day of the month in which the employee attains the age of seventy (70).

## 20:00 VACATIONS WITH PAY

20:01 Employees shall receive vacations on the following basis:

1. Pay in lieu of vacation to an employee with less than one year of service who terminates his employment shall be 4% of his total wages paid to him.

2. Two weeks vacation for one year continuous service with pay at 4% of his total wages paid to him the previous year.

3. Three weeks vacation for five years continuous service with pay at 6% of his total wages paid to him the previous year.

4. Four weeks vacation for ten years continuous service with pay at 8% of his total wages paid to him the previous year.

5. Five weeks vacation for fifteen years continuous service with pay at 10% of his total wages paid to him the previous year.

6. Six weeks vacation for twenty years continuous service with pay at 12% of his total wages paid to him the previous year.

(b) All employees who have completed 25 calendar years of services and are in their 26th year shall be allowed six (6) weeks plus one (1) days.

All employees who have completed 26 calendar years of services and are in their 27th year shall be allowed six (6) weeks plus two (2) days.

All employees who have completed 27 calendar years of services and are in their 28th year shall be allowed six (6) weeks plus three (3) days.

All employees who have completed 28 calendar years of services and are in their 29th year shall be allowed six (6) weeks plus four (4) days.

Note: The value of the six (6) weeks calculated at 12% will be applied to the additional days at the fixed rate per day.

7. Seven weeks vacation for thirty years continuous service with pay at 14% of his total wages paid to him the previous year.

8. From the date of this Agreement, continuous service is broken only when seniority is forfeited as provided in Articles nine (9) and ten (10).

## 21:00 JURY PAY

21:01 The City shall pay to any employee who is required to serve and serves on a jury as a juror or subpoenaed as a court witness in the District of Algoma, the difference between the amount paid to the employee for the jury or court witness service and the amount the employee would have been paid

for the hours the employee would normally have been scheduled to work for the City (without overtime) during the period of time when the employee was prevented from working for the City because of jury or court witness service.

## 22:00 COPIES OF AGREEMENT

22:01 City is to provide the Union with 20 copies of the agreement.

## 23:00 TERM OF AGREEMENT

23:01 This agreement shall be effective from February 1, 2015 until January 31, 2018 but shall be deemed to be renewed from year to year thereafter unless either party desires to terminate or amend it at the end of any year by giving written notice to the other party at least sixty (60) days prior to the end of such year. Negotiations shall then be undertaken between the said parties within ten (10) days of such notice.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

"*CHRISTIAN PROVENZANO*"
(MAYOR)

"*MALCOLM WHITE*"
(CITY CLERK)

**UNITED STEELWORKERS LOCAL 2251 TRANSIT MECHANICS**

*"DON BIMSON*
(CHAIRPERSON)

*"DON BYHAM"*

**LETTER #1**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF SAULT STE. MARIE**

**AND**

**UNITED STEELWORKERS LOCAL 2251 (TRANSIT)**

## INTERPRETATION OF ARTICLE 9:00 - SENIORITY

The parties recognize and agree that the provisions of clauses 9:01 (second paragraph), 9:03 (4) (iii) and 9:03 (5) (iii) must be interpreted and applied in a manner consistent with the provisions of the Ontario Human Rights Code.

Signed this 29th day of April, 2015

| FOR THE UNION | FOR THE CITY |
|---|---|
| *"David Pettalla""* | *"Peter Niro"* |
| *"Don Bimson"* | *"Susan Hamilton-Beach"* |
| *"Don Byham"* | *"Don Scott* |
| | *"Bob Camirand"* |
| | "*Ida Bruno"* |

## LETTER #2

## LETTER OF UNDERSTANDING

## BETWEEN

## THE CITY OF SAULT STE. MARIE

## AND

## UNITED STEELWORKERS LOCAL 2251 (TRANSIT)

## WELFARE BENEFITS

The parties agree to meet during the term of the collective agreement to discuss the cost of welfare benefits and methods by which to contain the escalating cost of these benefits.

Signed this 29th day of April, 2015

| FOR THE UNION | FOR THE CITY |
|---|---|
| *"David Pettalla""* | *"Peter Niro"* |
| *"Don Bimson"* | *"Susan Hamilton-Beach"* |
| *"Don Byham"* | *"Don Scott* |
| | *"Bob Camirand"* |
| | "*Ida Bruno"* |

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2016-111**

**AGREEMENT**: (MAP 30) A by-law to authorize the execution of a Letter of Licence between Her Majesty the Queen in the Right of the Province of Ontario, representative by the Minister of Transportation for the Province of Ontario (the Ministry) and the City to allow the City access to provincial lands for the widening of Black Road.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Letter of Licence dated April 22, 2016 between the City and Her Majesty the Queen in the Right of the Province of Ontario, representative by the Minister of Transportation for the Province of Ontario (the Ministry), a copy of which is attached as Schedule “A” hereto. This agreement is to allow the City to access provincial lands for the widening of Black Road.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 22nd day of August, 2016.

_____

**MAYOR CHRISTIAN PROVENZANO**

_____

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

sp\\citydata\LegalDept\Legal\Staff\BYLAWS\1. 2016\2016-111 Black Road Licence Agreement.doc

Schedule "A"

Ministry of Transportation
Engineering Office
Property Section
Northeastern Region
447 McKeown Avenue, Suite 301
North Bay, ON P1B 9S9
Tel: (705) 497-6813
Fax: (705) 497-5509

Ministère des Transports
Bureau du génie
Section des biens immobiliers
Région du Nord-Est
447 McKeown Avenue, bureau 301
North Bay ON P1B 9S9
Tél: (705) 497-6813
Téléc: (705) 497-5509

Ontario

April 22, 2016

The Corporation of the City of Sault Ste Marie
P.O. Box 560
99 Foster Drive
Sault Ste Marie, ON P6A 5N1

Attention: Melanie Borowicz-Sibenik, Assistant City Solicitor

Dear Ms. Borowicz-Sibenik

**RE: Letter of Licence Agreement**
**L. M. File: N-06258**
**Firstly: Part of Lots 1 & 2, Concession 4**
**Ministry Plan P-8144-7, Township of St. Mary's**
**Secondly: Part of N E ¼ of Section 33**
**Ministry Plan P-8144-8, Township of Tarentorous**
**Both now in the City of Sault Ste Marie**
**District of Algoma, Black Road**

---

The Corporation of the City of Sault Ste Marie ("City") has made it known to the Ministry of Transportation Ontario ("Ministry") that it wishes to purchase Ministry lands located in Firstly: Part of Lots 1 & 2, Concession 4, Township of St. Mary's and Secondly: Part of the NE1/4 of Section 33, Township of Tarentorous, both now in the City of Sault Ste Marie, as shown on the sketch, a copy of which sketch is attached hereto as Schedule A, which sketch forms a part of this agreement, herein after referred to as the "Ministry lands".

Further to your request to purchase the Ministry lands and by this letter, in the interim the Ministry grants City, a licence to access and carry out the necessary work to construct the Black Road widening on Ministry lands, at the City's own expense, upon the following terms and conditions:

1. The Ministry grants to City, an interim licence for a one-time fee of $2.00 (receipt of which is hereby acknowledged), to access or to have an agent of City access Ministry lands for the above noted purposes.

2. City agrees that it does not have any right to use the Ministry lands, except in accordance with the terms and conditions of this licence as contained herein, and that it accepts this licence subject to such limitations as contained herein.

3. It is understood and agreed that this Licence Agreement will be conveyed to City, by this one document. This licence is restricted solely to City and not to any other subsequent parties.

4. City shall not assign or alienate in whole or in part, this Licence Agreement. City shall only use the property as noted above and for no other purposes.

5. The City acknowledges that it will be responsible to pay the Ministry the market value of the Ministry lands required for the Black Road widening. The City further

acknowledges that it will be responsible to have an appraisal completed for the lands required for the Black Road widening and all associated costs for the appraisal.

6. The City further acknowledges that the sale of the Ministry lands required for the Black Road widening may be subject to easement protection. All reference plan, legal and registration costs associated with easement protection will be the responsibility of the City including all associated costs.

7. The City further acknowledges that it will be responsible for all reference plan, legal and registration costs required to complete the transfer of the Ministry lands to the City. All reference plans are to be forwarded to the Ministry for review prior to registration.

8. The term of this licence shall commence upon this Agreement being executed by a Ministry representative and shall terminate one year after that date or upon the registration of a Transfer of the subject lands from the Ministry to City of the Ministry lands. Should the Transfer not be registered and City wishes to continue with the Licence Agreement after one year, City must submit in writing, three months prior to the termination of this Licence Agreement, a request for a renewal at which time the Ministry will review request and the Ministry will also have the right to increase the licence fee should approval be obtained for a renewal.

9. City acknowledges and agrees that all costs incurred in conjunction with this licence shall be at its sole expense including but not limited to all legal, registration and reference plan costs.

10. City acknowledges and agrees that this licence does not in any way whatsoever diminish the rights of the Ministry, the City or any public utility company and their respective agents from entering upon the subject lands for the purpose of constructing, repairing and maintaining or constructing, repairing, maintaining, installing or replacing utilities thereon. It will be the responsibility of City to arrange for utility locates on the Ministry lands. Further City shall be responsible for any damages caused to the land by City or its agents.

11. The Minister, his servants, agents and contractors may enter upon the Ministry lands at any time and place.

12. City shall not undertake any construction, improvements, enhancements, or changes to the Ministry's lands without first obtaining the approval of the Ministry. Furthermore, all construction, improvements, enhancements, or changes to the Ministry's lands that are approved by the Ministry shall be at City's sole expense.

13. All such work under this Licence Agreement shall be in accordance with all legislation, regulations and rules and any necessary permits required shall be the responsibility of City and City shall comply with all legislation that may be applicable.

14. City, further agrees at its sole cost and expense to:
    i. Minimize disruption to the Ministry lands and vegetation during construction of Black Road widening and if necessary remedy any physical or environmental damage that would result from same, which would include the removal of any fallen trees/vegetation as a result of the said work.
    ii. Not to perform any acts or carry on any practice which may damage the land.
    iii. Be responsible for any damage to the adjacent highway or properties, caused as a result access over Ministry lands.
    iv. Be responsible for all necessary environmental assessments.
    v. Obtain and keep in force, [and to deliver evidence thereof, if requested by the "Ministry" or its agents or representatives], Public Liability Insurance in the amount of $5,000,000.00. In all policies, City agrees to name the Ministry of Transportation Ontario as an additional named co-insured, ensure a cross liability

clause, not to be cancelled or altered except to giving not less than 30 days written notice to the Ministry.

vi. Not store any equipment, nor dispense any class of chemical or petroleum products on Ministry lands.

vii. Not to commit or suffer to be committed any waste upon, or damage to, or any nuisance, other act or thing, which disturbs or interferes with any person on, or adjacent to the Ministry lands.

viii. Not to do, or permit anything to be done in, upon or about the Ministry lands which would in any way conflict with any Federal, Provincial laws, ordinances statutes rules and regulations or Municipal by-laws.

15. City shall indemnify and save harmless the Ministry and its representatives from and against all costs or actions, including legal and witness costs, claims, demands, civil actions, prosecutions or administrative hearings, fines, judgements, awards, including awards of costs that may arise as a result of the condition or use by City of the Ministry lands, any order issued in connection with the condition of the Ministry lands, or any loss, damage, or injury caused either directly or indirectly as a result of the condition or use by City of the Ministry lands. This provision is absolute and final and applies whether damages arise out of negligence or otherwise and whether they result in economic loss, injury, or damage to the property and it shall survive the termination of this Agreement.

16. City hereby agrees to forever discharge and release the Ministry, its employees, agents and servants from any claims or demands of any kind whatsoever, past, present and future, arising from or in connection with the use of Ministry lands. This provision shall survive the termination of this Agreement.

17. Any notice or documents ("notice") required under this Agreement is suffciently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier or facsimile ("fax") to the Ministry or to City.

If you are satisfied with the terms and conditions of this Agreement, please sign both copies; initial all pages as well as Schedule A, to indicate your acceptance of the terms and conditions of this Licence Agreement. Return both copies to this office, so that the appropriate Ministry official can execute the Agreement on behalf of the Ministry. Once the Ministry official has executed the Agreement, you will be provided with a signed copy, whereupon you can enter upon the Ministry's lands.

*Laurie Lebeau*
Laurie Lebeau
Real Estate Officer

Signed at_____this_____day of_____, 2016

The Corporation of the City of Sault Ste Marie

Per: _____ Per: _____
Name: _____ Name: _____
Title: _____ Title: _____
**I/We have the authority to bind this corporation**

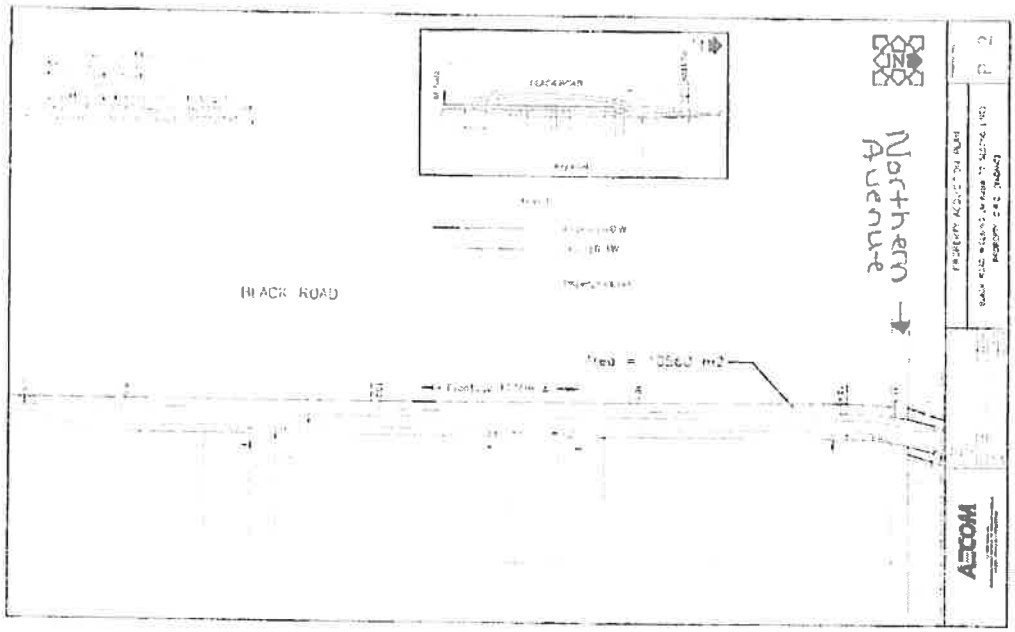
Signed at_____this_____day of_____, 2016

**HER MAJESTY THE QUEEN** in right of the
Province of Ontario, representative by the
Minister of Transportation for the Province of Ontario

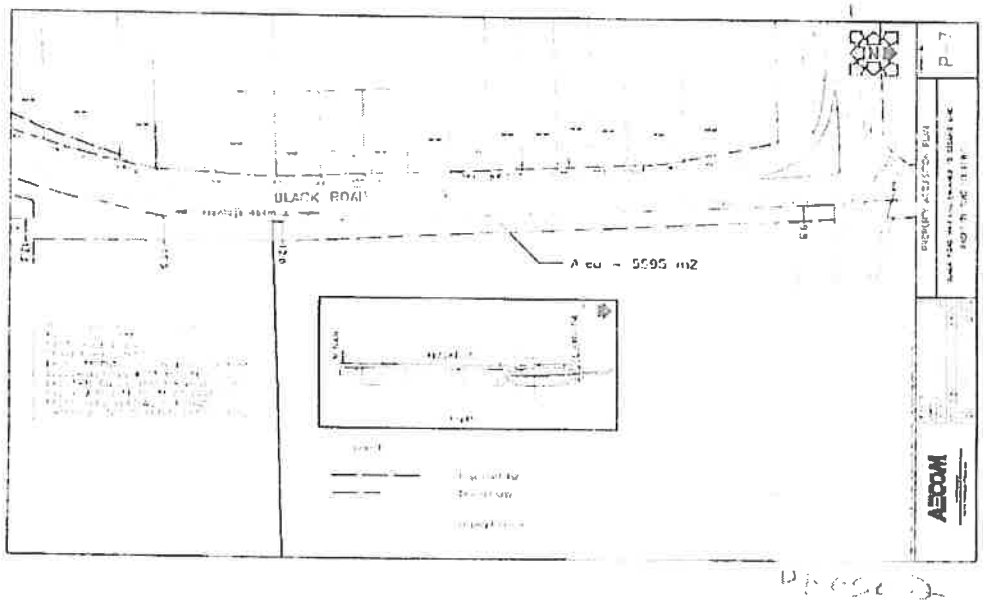
**THE MINISTER OF TRANSPORTATION**

_____
By delegation to the Regional Director Eric Doidge

SCHEDULE A




Phase 1



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2016-114**

**TRAFFIC**: (P3.3) A by-law to amend Schedule "V" of Traffic By-law 77-200 and to repeal By-law 2005-143 which amends Traffic By-law 77-200.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 10 of the *Municipal Act*, *2001*, S.O., 2001 c.25 and amendments thereto, **ENACTS** as follows:

**1. SCHEDULE "V" OF BY-LAW 77-200 AMENDED**

Schedule "V" of By-law 77-200 is amended by adding the following:

| STREET | SIDE | FROM | TO | PERIOD |
|---|---|---|---|---|
| "Queen Street | north | 28.65 m east from East Street | 36 m east from East Street | 5 minutes |
| Queen Street | south | 28.65 m east from East Street | 47.8 m east from East Street | 5 minutes |
| Queen Street | south | 34.7 m east from Gore Street | 41 m east from Gore Street | 5 minutes" |

**2. BY-LAW 2005-143 REPEALED**

By-law 2005-143 is hereby repealed.

**3. EFFECTIVE DATE**

This by-law is effective on the day of its final passing.

**PASSED** in open Council this 22nd day of August, 2016.

_____

**MAYOR – CHRISTIAN PROVENZANO**

_____

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

da LEGAL\STAFF\LEGAL\PUBLIC WORKS & TRANSPORTATION\P3.3 TRAFFIC\BY-LAWS\2016\2016-114 AMEND SCHEDULE V.DOC

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2016-120**

**PARKING**: (P3.9(4)) A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

**WHEREAS** from time to time persons have been appointed by-law enforcement officers;

**THEREFORE** the Council of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, chapter p. 15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE "A" TO BY-LAW 93-165 REPEALED**

   Schedule "A" to By-law 93-165 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

   This by-law takes effect on the day of its final passing.

**PASSED** in Open Council this 22nd day of August, 2016.

**MAYOR - CHRISTIAN PROVENZANO**

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

sp\\citydata\LegalDept\Legal\Staff\BYLAWS\1. 2016\2016-120 Municipal Law Enforcement Officers.doc

**SCHEDULE "A"**

| BADGE | SPECIAL CONSTABLE | EMPLOYER | PROPERTY LOCATION |
|---|---|---|---|
| 26 | MCLEOD,ROD | FLEMING & SMITH | 378 QUEEN ST E & APARTMENTS & 27 KING ST |
| 30 | RENDELL,VERN | ALGOMA CENTRAL PROP | STATION MALL/STATION 49/STATION TOWER |
| 109 | SEBECIC,JOHN | DENTAL BUILDING | 946 &216 QUEEN ST E |
| 138 | CAIN,JOSEPH | CITY OF SAULT STE MARIE | BELLUVUE MARINA & BONDAR MARINE & PARK |
| 151 | PARR,DEREK | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 153 | TASSONE,VITO | TASSONE CHIROPRATIC | 673 QUEEN ST E |
| 163 | BUMBACCO,PHILIP | ALGOMA CENTRAL PROP | STATION MALL/STATION 49/STATION TOWER |
| 178 | D'AGOSTINI,ROSEMARY | DR. RAYMOND CHO | 71 & 131 EAST ST / 129 SECOND LINE W |
| 196 | MCGRAYNE, LAURA LEE | ALGOMA CENTRAL PROP | STATION MALL/STATION 49/STATION TOWER |
| 241 | COGHILL,ROBIN | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 248 | CHAN,GILBERT | DR. RAYMOND CHO | 71 & 131 EAST ST / 129 SECOND LINE W |
| 249 | CHO,LINDA | DR. RAYMOND CHO | 71 & 131 EAST ST / 129 SECOND LINE W |
| 253 | TRAVSON,TERRANCE | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 267 | CORBIERE,JOHN (TED) | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 276 | SMITH,DENNIS,ROBERT | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 321 | LORENZO,COREY | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 334 | MILLER,BRADLEY | CITY OF SAULT STE MARIE | TRANSIT SERVICE AREA |
| 335 | GROSSO,DONALD | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 344 | HARPE,KEN | HOLIDAY INN | 320 BAY ST |
| 346 | HAZLETON,MARGARET | CITY OF SAULT STE MARIE | BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX |
| 366 | TROINOW,VICTORIA | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 369 | CARMICHAEL,MARY | ONT.FINNISH HOME ASS. | 725 NORTH ST. |
| 370 | HANSEN,LOUIS | ONT.FINNISH HOME ASS. | 725 NORTH ST. |
| 372 | BENOIT,ALAIN | ONT.FINNISH HOME ASS. | 725 NORTH ST. |
| 374 | TAAVEL,ANDRE | CITY OF SAULT STE MARIE | TRANSIT SERVICE AREA |
| 376 | FINN,ROBERT | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 391 | MCLEOD,HEATHER | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 397 | LAFRAMBOISE,YVON | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 400 | JOHNSON,MICHAEL | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 410 | POYNER,HAROLD | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 411 | MOORE,ROBERT | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 420 | FABIANO,ANTONIO | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 430 | RUSCIO,DOMINIC | MAJOR CONTRACTING LTD | DAY'S INN HOTEL |
| 435 | TRAMBLE,GEORGE | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 441 | WILSON,DAVID | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 442 | MACLENNAN,MATTHEW | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 443 | MARCIL,MARK | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 446 | HALLIDAY,DANA | SAULT COLLEGE | 443 NORTHERN AVE |
| 456 | CONEYBEARE,KEVIN | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 459 | SLEEMAN,RAY | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 460 | BOUGIE,DAN | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 463 | MORIN,ALEX | CORPS OF COMM. | |
| 464 | DITOMMASO,RYAN | 2220917 ONT. INC | 489 BAY ST/535 QUEEN ST E |
| 465 | DELAVALLE,DON | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 470 | WOOLEY,NATHANIEL | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 480 | TELFORD,JASON | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 481 | FORD,BRIAN | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 484 | MCLEOD,VIRIGINIA | CITY OF SAULT STE MARIE | BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX |
| 486 | LONGO,NADIA | GT.NORTHERN RETIREMEI | 760 NORTHERN RD. |
| 487 | ROUGEAU,MARISA | GT.NORTHERN RETIREMEI | 760 NORTHERN RD. |
| 488 | LEFLEUR,MARILYN | GT.NORTHERN RETIREMEI | 760 NORTHERN RD. |
| 489 | MCQUEEN, WANDA | GT.NORTHERN RETIREMEI | 760 NORTHERN RD. |
| 490 | LUXTON,JEFF | GT.NORTHERN RETIREMEI | 760 NORTHERN RD. |
| 493 | BROWN,FRASER | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 501 | QUARRELL,ROBERT | PANORMIC PROPERTIES | 621,627,631 MACDONALD AVE |
| 502 | HAMEL,CHRIS | PANORMIC PROPERTIES | 621,627, 631 MACDONALD AVE |
| 503 | HAMEL,MELANIE | PANORMIC PROPERTIES | 621,627, 631 MACDONALD AVE |
| 511 | ADAIR,BRENDAN | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 512 | DIMMA,JUSTIN | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 516 | GAY,JAMES | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 517 | ROY,BRENDA | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 522 | MCNAMA,STEVEN | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 523 | MCBRIDE,GUY | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 526 | JOHNSTON,CORY | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 537 | GRAWBARGER,KYLE | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 541 | DIMMA,WILLIAM | ALGOMA CENTRAL PROP | STATION MALL/STATION 49/STATION TOWER |
| 542 | RALPH,NANCY | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 547 | LIEPA,MATTHEW | ALGOMA CENTRAL PROP | STATION MALL/STATION 49/STATION TOWER |
| 548 | CARON,ROGER | CITY OF SAULT STE MARIE | 99 FOSTER DR. (CIVC CENTRE) |
| 552 | SENEGAL,DANIEL | NORPROP SECURITY | REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX |
| 556 | ARCAND,SCOTT | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 562 | DEARING,SCOTT | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 565 | LISCUMB,GERALD | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |

| | | | |
|---|---|---|---|
| 566 | SWEET,WILLARD | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 568 | PICK,DENNY | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 569 | ZEPPA,JACOB | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 573 | RHODES,LILIAN | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 574 | BOUCHARD,DARYL | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 580 | CHARETTE,ROBERT | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 581 | PAVONI,JORDAN | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 582 | MAITLAND,DARLA | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 583 | MADIGAN,LORRI-ANNE | PANORMIC PROPERTIES | 621,627,631 MACDONALD AVE |
| 587 | GIULETTI,MATTHEW | G4S SECURE SOLUTIONS | SAULT AIRPORT / HOSPITAL |
| 589 | TWENTYMAN,DANIEL | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 594 | PELOSO,MATT | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 596 | WAGNER,TODD | G4S SECURE SOLUTIONS | SAULT HOSPITAL |
| 599 | BUMBACCO,CARL | CB HOME INSTALLTIONS | 321 JOHN ST /342,346 ST GEORGE'S AVE. |
| 601 | HART,JASON | NORPROP SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 602 | GREENWOOD,LESLIE | GREENWOOD HARDWARD | 41 ALBERT ST W |
| 603 | LAMMING,DAVE | CITY OF SAULT STE MARIE | TRANSIT SERVICE AREA |
| 604 | WAGNER,MATTHEW | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 606 | SHEWFELT,CHERYL | PANORMIC PROPERTIES | 621,627,631 MACDONALD AVE |
| 607 | FROST,CHRISTIAN | CITY OF SAULT STE MARIE | TRANSIT SERVICE AREA |
| 608 | ALISAT,THOMAS | ALISATS RUST PROOFING | 24 QUEEN ST W |
| 609 | ROBINSON,SHAWN | ALISATS RUST PROOFING | 24 QUEEN ST W |
| 610 | GREGANITI,BARETT | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 611 | MIZZI,PRESTON | WENDY'S | 1 QUEEN ST W |
| 613 | SULLIVAN,SHAWN | NORPRO SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 617 | SAVAGE,SAMUEL | G4S SECURITY | SAULT HOSPITAL |
| 618 | DEWING,SANDRA | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 619 | BERTO,DEBORAH | GATEVIEW REALTY INC. | 304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS |
| 620 | FERA,NORMAN | CITY OF SAULT STE MARIE | JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE |
| 622 | PROULX,PATRICK | CITY OF SAULT STE MARIE | JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE |
| 623 | AYTON,BENJAMIN | CITY OF SAULT STE MARIE | JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE |
| 624 | MIHAILIUK,JASON | CITY OF SAULT STE MARIE | JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE |
| 626 | CHARRON,ROBERT | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 627 | BAKER,WILLIAM | STANDARD PARKING | ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E |
| 628 | DEWAR,JEFFREY | G4S SECURITY | SAULT HOSPITAL |
| 630 | LAFRAMBOISE,CORY | G4S SECURITY | SAULT HOSPITAL |
| 631 | MACMILLER,TYLER | G4S SECURITY | SAULT HOSPITAL |
| 632 | SAVAGE,MATT | G4S SECURITY | SAULT HOSPITAL |
| 633 | HILL,MICHAEL | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 634 | TIBBLES,COLLEEN | STANDARD PARKING | ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E |
| 635 | BROUILLARD,BERNARD | EMBE SECURITY | |
| 636 | KLYM,TIMOTHY | NORPRO SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 637 | TOMASONE,LUIGI | LOU'S AUTOMOTIVE | 317 ALBERT ST E |
| 638 | SICOLY,TERESA | AIRPORT | 1-475 AIRPORT RD. |
| 640 | BRUNI,MICHAEL | NORPRO SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 641 | WILHEM,CHARLES | NORPRO SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 642 | COULTER,BRANT | CITY OF SAULT STE MARIE | BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX |
| 643 | SHAW,KEVIN | CITY OF SAULT STE MARIE | BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX |
| 644 | SANTA MARIE,ROBERT | CITY OF SAULT STE MARIE | JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE |
| 645 | RANDALL,JOSEPH | G4S SECURITY | SAULT HOSPITAL |
| 646 | GORTZ,ABBY | CITY OF SAULT STE MARIE | JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE |
| 647 | DAFOE,TRUDY | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 648 | ELWGREN,STEPHEN | NORPRO SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 649 | GRAHAM,STEVEN | FENGATE PROPERTY | 248 NORTHERN AVE |
| 650 | LANG,RICHARD | G4S SECURITY | SAULT HOSPITAL |
| 651 | HUTCHINSON, HILLARY | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 652 | MANGONE,MATTHEW | G4S SECURITY | SAULT HOSPITAL |
| 653 | BIOCCHI,CHRISTOPHER | AIRPORT | 1-475 AIRPORT RD. |
| 654 | PAVONI,JAKE | NORPRO SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 655 | LUNDRIGAN,JORDAN | G4S SECURITY | SAULT HOSPITAL |
| 656 | RICHARD,SHERI | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 657 | HOULE,LAURA | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 658 | TAIT,BARBARA | NORTH EAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 659 | MARCIL,BONNIE | STRICTLY CONFIDENTIAL INC | THE TECH/ RJ'S MARKET |
| 660 | SANDIE,KEVIN | STRICTLY CONFIDENTIAL INC | THE TECH/ RJ'S MARKET |
| 661 | MONK,AUSTIN | STRICTLY CONFIDENTIAL INC | THE TECH/ RJ'S MARKET |
| 664 | HAMMERSTEDT,ERIC | STRICTLY CONFIDENTIAL INC | THE TECH/ RJ'S MARKET |
| 665 | MATTHEWS,SUANNE | NORTHLAND ANIMAL HOSI | 695 TRUNK RD. |
| 666 | AITKEN,ANDREW | G4S SECURITY | SAULT HOSPITAL |
| 667 | MCLAUGHIN,RYAN | NORTHEAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 668 | GRECO,TYSON | NORTHEAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 669 | BOREAN,RICK | CITY OF SAULT STE MARIE | BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX |
| 670 | MCGUIRE,STEVE | REGENT PROPERTY | 402/302 BAY ST. |
| 671 | MCGUIRE,PATRICK | REGENT PROPERTY | 402/302 BAY ST. |
| 672 | LEWIS,RYAN | NORTHEAST SECURITY | S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX |
| 673 | CARTER,SHAWN | G4S SECURITY | SAULT HOSPITAL |
| 674 | DERASP,RICHARD | NORPRO SECURITY | DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELILZABETH COMPLEX/JOHN RHODES |
| 675 | KELLY,MATTHEW | G4S SECURITY | SAULT HOSPITAL |

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2016-121**

**PROPERTY**: (MAP 39) A by-law to declare the City owned property legally described as PIN 31579-0025 (LT) LT 36 BLK 4 PL 402 KORAH; SAULT STE. MARIE; being civic 317 Bloor Street West as surplus to the City's needs and to authorize the disposition of the said property.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.0. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

   The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

   The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

   Schedule "A" hereto forms a part of this by-law.

4. **EFFECTIVE DATE**

   This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 22nd day of August, 2016.

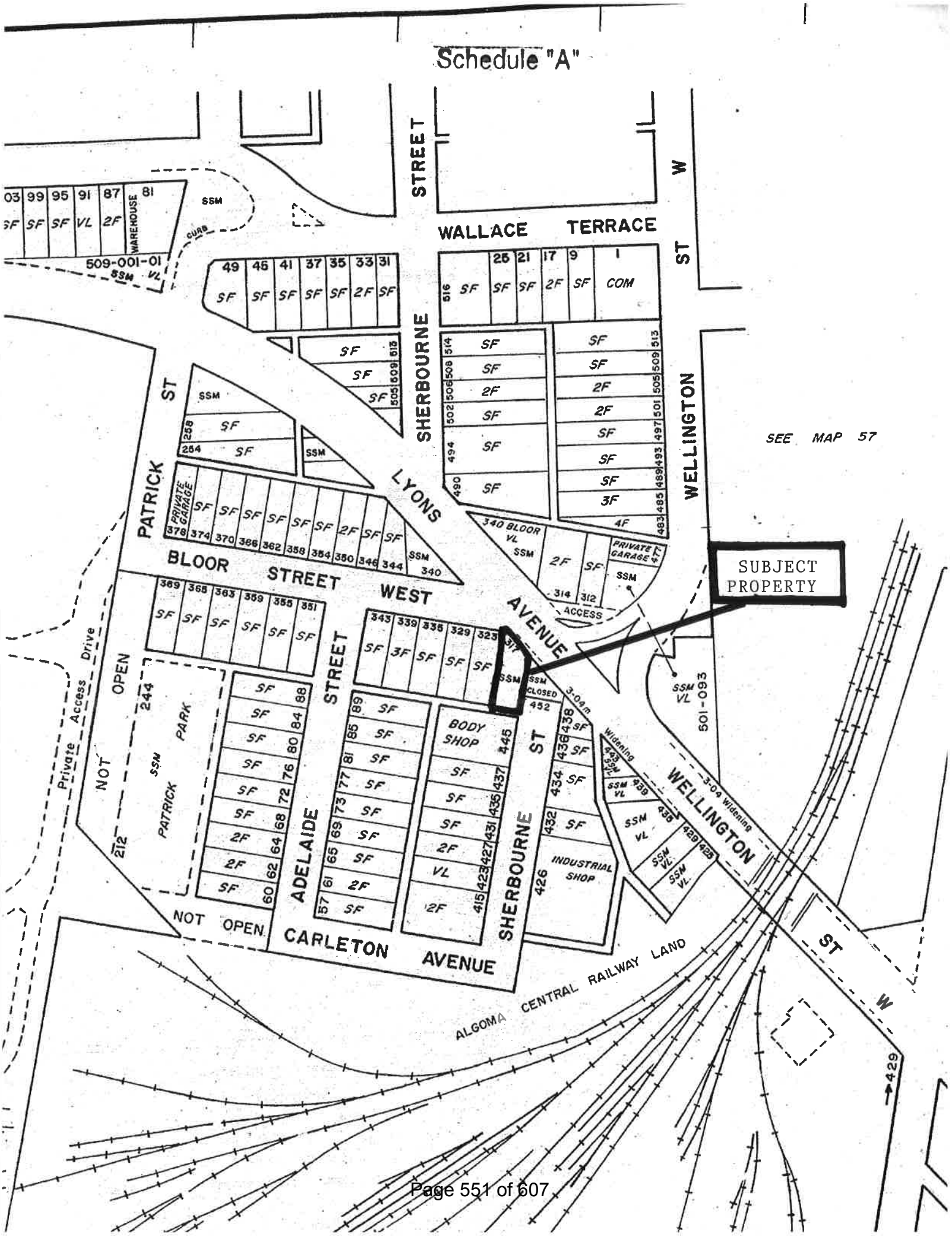
_____

**MAYOR – CHRISTIAN PROVENZANO**

_____

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

sp\\citydata\LegalDept\Legal\Staff\BYLAWS\1. 2016\2016-121 Property Declared Surplus 317 Bloor Street West.doc


Schedule "A"
STREET
WALLACE TERRACE
W
ST
SHERBOURNE
WELLINGTON
SEE MAP 57
SUBJECT PROPERTY
PATRICK ST
LYONS
BLOOR STREET WEST
AVENUE
ADELAIDE STREET
SHERBOURNE ST
CARLETON AVENUE
NOT OPEN
Private Access Drive
OPEN
PARK
PATRICK
BODY SHOP
INDUSTRIAL SHOP
ACCESS
CLOSED
3.09m Widening
ALGOMA CENTRAL RAILWAY LAND
429

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2016-122**

**AGREEMENT**: (I3) A by-law to authorize the execution of a Mutual Final Release between the City and Micro Focus (Canada) Ltd. for the one-time final settlement of $178, 073.34.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Mutual Final Release between the City and Micro Focus (Canada) Ltd. for the one-time final settlement of $178,073.34, a copy of which is attached as Schedule “A” hereto.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 22nd day of August, 2016.

**MAYOR - CHRISTIAN PROVENZANO**

**DEPUTY CITY CLERK- RACHEL TYCZINSKI**

sp\\citydata\LegalDept\Legal\Staff\BYLAWS\1. 2016\2016-122 Micro Focus Licensing Fees.doc

Schedule "A"

## MUTUAL FINAL RELEASE

Between:

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

and

**MICRO FOCUS (CANADA) LTD.**

Whereas Micro Focus (Canada) Ltd. ("Micro Focus") submitted documents titled Solution Quote and Solution Order both dated July 15, 2016 with reference number 780975-1-2 to the Corporation of the City of Sault Ste. Marie (the City) and:

Whereas the Solution Quote and Order from Micro Focus set out a quote for Product and Support costs in the sum of $178,073.34, plus applicable taxes;

Whereas the Parties desire to resolve Micro Focus's claim, it is agreed as follows:

FOR AND IN CONSIDERATION of the solution as agreed between the City and Micro Focus which includes the payment to Micro Focus by the City of the amount of $178,073.34, plus applicable taxes, Micro Focus, its subsidiaries and related companies together with and all respective trustees, officers, directors, employees, servants and agents and their successors, heirs and assigns release and forever discharge the City and its employees from any and all actions, causes of actions, claims and demands for damages, indemnity, costs, interests in loss of every nature and kind which Micro Focus now has, may have had, or may have in the future arising from or in any way related to the use by the City, on or before the date of this Release, of the products and support as set out in the aforementioned Solution Quote document dated July 15, 2016.

IT IS AGREED AND UNDERSTOOD by the City and Micro Focus that settlement of these issues between the parties and the aforementioned consideration thereunder, is deemed to be no admission whatever of liability or responsibility on the part of the City or on the part of Micro Focus.

AND IT IS FURTHER AGREED AND UNDERSTOOD that if either Party to this Release commences any proceeding involving any claim or demand against the other Party for any matter or thing relating to the matters dealt with in this Release, this Release may be raised as a complete bar to any such claim or demand.

AND IT IS FURTHER AGREED AND UNDERSTOOD that this Release incorporates all the terms and conditions respecting the settlement of any claims arising from or in any way related to the products and support provided by Micro Focus and there are no other written or oral representations, undertakings, agreements, terms or conditions other than those expressly set forth in this Release.

AND IT IS FURTHER AGREED AND UNDERSTOOD that this Release shall be governed and construed in accordance with the laws of Ontario.

DATED this day of 21 July, 2016.

SIGNED, SEALED AND DELIVERED
In the presence of

**Micro Focus (Canada) Ltd.**

_____

_____

**The Corporation of the City of Sault Ste. Marie**

_____
**MAYOR – CHRISTIAN PROVENZANO**

_____
**CITY CLERK - MALCOLM WHITE**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2016-123**

**ZONING**: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 235 Dacey Road (Adshead).

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **235 DACEY ROAD; LOCATED ON THE SOUTHWEST SIDE OF DACEY ROAD, APPROXIMATELY 61M SOUTH OF ITS INTERSECTION WITH CHAMBERS AVENUE; CHANGE FROM R2 TO R3 WITH A "SPECIAL EXCEPTION"**

   The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 33 and 1-36 of Schedule "A" to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R3 (Low Density Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

   Section 2 of By-law 2005-151 is amended by adding the following subsection 2(364) and heading as follows:

   **"2(364) 235 Dacey Road**

   Despite the provisions of By-law 2005-150, the zone designation on the lands located on the southwest side of Dacey Road, approximately 61m south of its intersection with Chambers Avenue and having civic no. 235 Dacey Road and outlined and marked "Subject Property" on the map attached as Schedule 364 hereto is changed from R2 (Single Detached Residential) zone to R3 (Low Density Residential) zone with a "Special Exception" to permit, in addition to those uses permitted in an R2 zone, a semi-detached dwelling, a duplex dwelling and a single detached dwelling to be located on the same lot subject to the following special provision:

   1. That the interior side yard requirement along the south east lot line be reduced from 3m to 1.8m.

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 22nd day of August 2016.

**MAYOR – CHRISTIAN PROVENZANO**

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

sp\\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2016\2016-114(Z) 235 Dacey Road\By-law.doc

SCHEDULE "A" TO BY-LAW 2016-123 AND
SCHEDULE 364 TO BY-LAW 2005-151

# SUBJECT PROPERTY MAP

## Planning Application A-10-16-Z

## 235 DACEY ROAD

METRIL SCALE
1 : 2200

ROLL NUMBER
010-052-005-00

MAP MUMBERS
33 & 1-36

MAIL LABEL ID
A-10-16-Z

## Legend

Subject Property = 235 Dacey Road

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2016-124**

**DEVELOPMENT CONTROL:** A by-law to designate the lands located at 235 Dacey Road an area of site plan control (Adshead).

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule "A" to this by-law.

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

5. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

PASSED in open Council this 22nd day of August, 2016.

**MAYOR – CHRISTIAN PROVENZANO**

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

sp\\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2016\2016-123 (Z) & 2016-124 (DC) 235 Dacey Road\By-law Standard DC.doc

SCHEDULE "A" TO BY-LAW 2016-124

# SUBJECT PROPERTY MAP

## Planning Application A-10-16-Z

## 235 DACEY ROAD

METRIL SCALE
1 : 2200

ROLL NUMBER
010-052-005-00

MAP MUMBERS
33 & 1-36

MAIL LABEL ID
A-10-16-Z

## Legend

Subject Property = 235 Dacey Road

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2016-125**

**AGREEMENT**: (E2.3) A by-law to authorize the execution of an agreement between the City and Huron Central Railway Inc. for work required to construct, maintain and repair under railway lands a pipeline at mileage 180.02 of the Webbwood Subdivision.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

   The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement between the City and Huron Central Railway Inc. for work required to construct, maintain and repair under railway lands a pipeline at mileage 180.02 of the Webbwood Subdivision.

2. **SCHEDULE "A"**

   Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

   This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 22nd day of August, 2016.

**MAYOR – CHRISTIAN PROVENZANO**

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

da LEGAL\STAFF\BYLAWS\1. 2016\2016-125 EXECUTION AGREEMENT HURON CENTRAL PIPELINE MILEAGE 180-02.DOC

**609_180-02_XPUG SSM**

**AGREEMENT FOR THE LAYING OF PIPE LINES**
**UNDER RAILWAY LANDS**

**AGREEMENT** made the 20th day of June 2016, to be effective the ___ day of _____ 2016.

**BETWEEN:** **HURON CENTRAL RAILWAY INC.**
**9001 Blvd de l'Acadie, Suite 600,**
**Montréal, QC, H4N 3H5, Canada**

(hereafter called the « Railway Company »)

**AND:** **CITY OF SAULT STE. MARIE**
**99 Foster Drive, P.O. Box 580, Sault Ste. Marie, ON, P6A 5N1, Canada**

(hereafter called the "Applicant")

**WHEREAS** the Applicant has applied to the Railway Company for the permission to construct and maintain under railway lands a pipeline at mileage 180.02 of the Webbwood Subdivision, as shown on plan No. P-1, G-1 and G-2, all dated May 2016, which plans are hereby declared to be part of this agreement.

**AND WHEREAS** the signature of this agreement is conditional on the signature of Agreement No. 609_180-02_XRAG SSM, dated June 20th, 2016.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:

1. That for the purpose of this agreement the said pipeline shall be known and designated as the "said works".

2. That the Railway Company hereby permits the Applicant to construct, maintain and repair the said works under the Railway Company's lands and railway as aforesaid subject to and in accordance with the rules and regulations of the Canadian Transportation Agency now made or which may hereafter be made in reference thereto, and to the terms and conditions of this agreement.

3. That any work of supporting the Railway Company's tracks or structures or of protecting train movements made necessary by the construction, maintenance or repair of the said works shall be performed by the Railway Company and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefore on the basis of cost plus labour overheads as may be currently applicable and as set by the Guide to Railway charges for crossing maintenance and construction published by the Canadian Transportation Agency or its replacement, and material handling cost as may be applicable on the Railway Company.

4. As directed by the Railway Company or required by law, that the Applicant at its own expense shall install and maintain at locations satisfactory to the Railway Company, signs prominently marking the said works and their distance underground.

5. That the work of construction, renewal and repair of the said works shall be subject to the supervision of a representative of the Railway Company whose instructions shall be strictly followed and whose wages and expenses shall be paid by the Applicant, but the Applicant shall not thereby be relieved from any of its obligations under this agreement. The Applicant shall give to the Railway Company at least five days' notice in writing of intention to do such work, which notice period shall not be deemed to include, Saturdays, Sundays and statutory holidays. When construction, renewal or repairs have been completed, the property of the Railway Company shall be restored by the Applicant to its former condition, and the Applicant shall at all times maintain the said works in good order and conditions and to the entire satisfaction of the Railway Company.

6. That except to the extent prohibited by law, the Applicant shall at all times wholly indemnify the Railway Company from and against all loss, costs, damage, injury and expense to which the Railway Company may be put by reason of any injury or damage to persons or property caused by the said works or by any substance being carried in the said works or by any works herein' provided for, or by the imprudence, neglect or want of skill of the employees or agents of the Applicant in connection with the laying, maintenance, renewal, repair, moving altering or removal of the said works, or the use thereof, unless the cause of such loss, cost, damage, injury of expense can be traced elsewhere, the burden of proof whereof shall be upon the Applicant.

7. That subject to and in conformity with any rules or regulations now or hereafter in force governing railway employees, or the operation of railways, the Applicant and the agents and employees of the Applicant shall have the right to enter upon the lands of the Railway Company at such times as may be necessary for the purpose of the construction, maintenance, inspection, removal and repair of the said works herein contemplated; and that all persons so entering upon the lands of the Railway Company, shall assume all risks of and except to the extent prohibited by law, the Railway Company shall not be liable for any injury (including injury resulting in death) loss, damage or expense in connection therewith.

8. That if at any time during the continuance of this agreement the Applicant shall neglect to do such work of repair or maintenance as in the opinion of the Railway Company is necessary, the Railway Company may carry out such work of repair or maintenance itself as agent of the Applicant, and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefore on the basis of cost plus labour overhead as may be currently applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company.

9. That the Applicant shall indemnity the Railway Company from and against all taxes or assessments of any description whatsoever levied by any authority in respect of the said works herein contemplated.

10. That the Applicant shall pay to the Railway Company for the permission hereby granted a crossing fee of two thousand five hundred dollars (2500.00$), a onetime administration fee of five hundred dollars (500.00$) and a technical evaluation fee of one thousand dollars (1000.00$) in addition of the fees listed in the reconstruction agreement No. 609_180-02_XRAG SSM, payable prior to the effective date hereof, which amount the Railway recognize having received.

    In addition to the amounts due to the Railway Company under this agreement, the Applicant shall pay to the Railway Company any value added, sales, goods and services, or similar tax which may be imposed on such amounts pursuant to any federal or provincial legislation which is or may be enacted.

11. That should the Railway Company at any time desire, or be ordered by the National Transportation Agency, or other authority having jurisdiction, to make such changes in the Railway Company's tracks, structures or facilities as would in the opinion of the Railway Company necessitate the moving or alteration of the said works herein contemplated, or should the Railway Company desire to build on the property crossed by the said works, or use it for any other purpose, or deem it necessary in order to protect its tracks, structures or property to make any change in the location expense and to the entire satisfaction of the Railway Company perform all such work of moving or altering or carrying out protective measures to safeguard the said works as may be necessary within one month after receipt of notice so to do, and should the Applicant fail to perform such work of moving or altering within the time specified, the Railway Company shall have the right to do such work as agent of the Applicant and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefore on the basis of cost plus labour overhead as may currently applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway the said works while being moved or altered and in their changed condition or location and to the parties hereto in respect thereof.

12. That the Applicant shall not assign, transfer or dispose of this agreement or of the rights and privileges conferred thereby, without the consent in writing, first obtained, of the Railway Company.

13. That this agreement shall, subject to clause 12 hereof, ensure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Railway Company, and the heirs, liquidators, administrators, successors and assigns of the Applicant.

14. That this agreement shall be valid for a period of twenty (20) years, starting at the effective date mentioned above, after which it shall terminate without possibility of renewal, unless a written agreement to that effect has taken place between the Railway Company and the Applicant.

15. In the case that the Applicant shall be required to remove the said works from the railway land, after having received a three (3) months notice from the Railway Company to that effect, and this only in the case whereby the Railway Company shall have to modify its track configurations or its operations on the Webbwood Subdivision and that the said works should be a hindrance to such modification. The Railway Company shall then reimburse the Applicant the administration and engineering fees proportionally to the remaining years of the 20 year period.

16. In order to protect the applicant, in the case of the sale of the Webbwood subdivision during the period of twenty (20) years, the Railway Company commits itself that this sale shall be conditional to the integral respect of this agreement.

17. And that upon the termination of this agreement the Applicant shall, if requested by the Railway Company so to do, remove at the expense of the Applicant the said works from the Lands of the Railway Company, and restore the property of the Railway Company to its original state and condition; provided that the Railway Company may, at its option, perform such work as agent of and at the expense of the Applicant and in either case, the conditions embodied in paragraphs 6 and 7 hereof shall remain applicable and effective until such time as all work to be performed by the Applicant or by the Railway Company as agent of the Applicant as provided for in this clause shall have been carried out to the entire satisfaction of the Railway Company.

**IN WITNESS** whereof the parties hereto have executed these presents.

**HURON CENTRAL RAILWAY INC.**

_____ _____

Witness Louis Gravel, President

_____

Date

**CITY OF SAULT STE. MARIE**

_____ _____

Witness Signature and title

_____

Date

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2016-126**

**AGREEMENT**: (AG156) A by-law to authorize the execution of an agreement between the City and the Art Gallery of Hamilton to allow them to borrow the Ken Danby painting owned by the City entitled “Opening the Gates”.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated April 26, 2016 between the City and the Art Gallery of Hamilton, a copy of which is attached as Schedule “A” hereto. This agreement is to allow the Art Gallery of Hamilton to borrow the Ken Danby painting owned by the City entitled “Opening the Gates”.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 22nd day of August, 2016.

_____

**MAYOR - CHRISTIAN PROVENZANO**

_____

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

da LEGAL\STAFF\BYLAWS\1. 2016\2016-126 EXECUTION AGREEMENT ART GALLERY OF HAMILTON.DOC

This Agreement is dated the 26th day of April, 2016

B E T W E E N

**ART GALLERY OF HAMILTON**

hereinafter referred to as "AGH"

- and -

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

hereinafter referred to as "City"

**WHEREAS** the AGH is showcasing an Exhibition of work by Canadian artist Ken Danby (1940-2007) in Hamilton, Ontario from October 22, 2016 to January 22, 2017 (the "Exhibition");

**AND WHEREAS** the AGH has requested permission from the City to lend one (1) piece of its collection of art works to the AGH for the purposes of the aforesaid Exhibition;

**AND WHEREAS** the City is prepared to lend to the AGH the one (1) piece of its collection of art works subject to the terms and conditions of this Agreement;

**NOW THEREFORE** in consideration of the covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

**NOW THEREFORE** the parties hereto agree as follows:

1. DESCRIPTION OF CITY ART WORK FOR EXHIBITION

The City represents that it is the owner of a collection of art works, including but not limited to the following:

(a) **Ken Danby** (Canadian, b. 1933, d. 2007): "***Opening the Gates***" (1975), egg tempera on board, 28" x 38.5", collection of the City of Sault Ste. Marie, a photograph copy of which is appended as Schedule "A" to this Agreement (the "Danby Art Work") hereinafter referred to in this Agreement as the "Loaned Art Work".

2. VALUE OF CITY ART WORK

The parties hereto acknowledge and agree that the Loaned Art Work is valued at One Hundred Ten Thousand ($110,000.00) Dollars.

3. PRESENT LOCATION OF CITY ART WORK

The parties hereto acknowledge and agree that the Loaned Art Work is presently located in the Hamilton Room, Third Floor at the Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario.

4. PERMISSION TO EXHIBIT LOANED ART WORK

The City hereby grants permission to the AGH to display and showcase the Loaned Art Work at the Exhibition at the Art Gallery of Hamilton, 123 King Street West, Hamilton, Ontario, commencing October 22, 2016 and ending on January 22, 2017.

5. TRANSFER OF LOANED ART WORK TO AGH

(a) The AGH may transfer the Loaned Art Work for display at the aforesaid Exhibition on or after October 3, 2016. Following conclusion of the Exhibition on January 22, 2017 and no later than January 30, 2017, the AGH shall immediately return the Loaned Art Work to the Hamilton Room at the Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario.

(b) The City shall, in its sole discretion, determine the individual or entity who shall remove and transfer the Loaned Art Work from the Civic Centre to the Curator of the AGH between October 3, 2016 and October 12, 2016 at a time to be determined by the parties. The City shall give notice to the AGH of the name of such individual upon execution of this Agreement by all parties. Following conclusion of the Exhibition on January 22, 2017, the City shall, in its sole discretion, determine the individual or entity who shall transfer the Loaned Art Work from the AGH to the Civic Centre and re-affix the said Loaned Art Work to its original location at the Civic Centre. The City shall give notice to the AGH of the identity of such individual or entity by January 9, 2017.

(c) For the purposes of this Agreement, the parties hereto acknowledge and agree that the AGH shall be in possession of the Loaned Art Work commencing at such time as this piece is transferred from the Civic Centre and ending at such time as the Loaned Art Work is safely returned and re-affixed to its original location at the Civic Centre to the satisfaction of the City.

(d) The AGH shall be responsible for all costs, expenses and liabilities relating to the Loaned Art Work while in possession of same. AGH shall further be responsible for all costs, expenses and liabilities: while the loaned art work is being transported

a. From the Hamilton Room, Sault Ste. Marie, Ontario to 123 King Street West, Hamilton, Ontario; and

b. From 123 King Street West, Hamilton, Ontario to the Hamilton Room, Sault Ste. Marie, Ontario.

(e) The AGH shall not display or otherwise use the Loaned Art Work for any purpose other than as set out in this Agreement.

(f) It is understood and agreed to by the parties hereto that the Loaned Art Work shall at all times while in possession of the AGH, be located at 123 King Street West, Hamilton, Ontario and in no other building or place. In the event that the Loaned Art Work is placed elsewhere, this shall be deemed a breach of the terms of this Agreement and the AGH shall be liable for any loss or damage to the Loaned Art Work whether it results from the negligence of the members, agents or servants of the AGH or not. Display of the Loaned Art Work at a location other than 123 King Street West, Hamilton, Ontario on a temporary or permanent basis and use by or loan to a third party shall be by the express written consent only of the City after consultation with the AGH.

(g) Notwithstanding the transfer of the Loaned Art Work to the AGH for the purposes of this Exhibition, the City shall retain ownership of the said Loaned Art Work. The AGH hereby agrees that this Agreement and the City's permission to loan the Loaned Art Work to the AGH in no way confers any right, benefit or title in any way to the AGH of the Loaned Art Work. The AGH further acknowledges and agrees that it has no proprietary right, title or interest in the Loaned Art Work.

6. **HANDLING OF LOANED ART WORK**

(a) The AGH shall exercise professional care and handling of the Loaned Art Work and shall store and display the said Loaned Art Work in a secure, appropriate and professionally acceptable environment. At all times while in possession of the aforesaid Loaned Art Work, the AGH shall employ a professionally trained person knowledgeable in the handling, preservation and maintenance of art works to handle the Loaned Art Work.

(b) The AGH shall not clean, restore, alter or otherwise modify the Loaned Art Work while in possession of same without the prior express written consent of the City.

(c) While in possession of same, the AGH shall ensure that the Loaned Art Work is not reproduced for distribution, sale or gift, publicity for exhibitions or otherwise or any other sort of reproduction in any way, shape, manner or form without the prior express written consent of the City.

(d) The AGH shall credit the City's ownership of the Loaned Art Work whenever the aforesaid Loaned Art Work is on public display or is published.

7. **DAMAGE, THEFT OR OTHER LOSS OF LOANED ART WORK**

(a) In the event of damage to the Loaned Art Work while the AGH is in possession of same, the AGH shall forthwith effect such repairs to the satisfaction of the City on such terms as determined by the City in the City's sole discretion and at the AGH's sole cost and expense. In the event that the City determines, in its sole discretion, that the damage to the Loaned Art Work is of such a nature that repairing same is not appropriate, the AGH shall forthwith pay to the City the value for the said Loaned Art Work as agreed to in paragraph 2 of this Agreement.

(b) In the event of theft or other loss of the Loaned Art Work while the AGH is in possession of same, the AGH shall forthwith pay to the City the value of the said Loaned Art Work as agreed to in paragraph 2 of this Agreement.

(c) The AGH shall immediately notify the City of any damage, theft or other loss of the Loaned Art Work.

8. **ASSIGNMENT**

The AGH shall not assign, transfer or make any other disposition of this Agreement or of the rights conferred thereby, without the prior express written consent of the City.

9. **TERMINATION**

(a) The AGH may withdraw the Loaned Art Work from the Exhibition at any time at its sole discretion. In the event that the AGH chooses to withdraw the Loaned Art Work from the Exhibition before January 22, 2017, the AGH shall forthwith notify the City of same and thereafter forthwith comply with its obligations under paragraphs 5 and 7 of this Agreement.

(b) This Agreement is terminated at such time as the Loaned Art Work is returned to the City in accordance with paragraph 5 of this Agreement.

(c) The parties hereto acknowledge and agree that paragraphs 2, 5, 6, 7, 10, and 12-15 inclusive of this Agreement survive the termination of this Agreement.

10. **INDEMNITY/LIABILITY**

(a) The AGH shall be responsible for all activities, costs and expenses related directly or indirectly to this Agreement, including but not limited to the transportation of the Loaned Art Work to and from the City. The parties hereto acknowledge and agree that it is the intention of this Agreement that the City shall be at no risk or expense to which it would not have been put had the loaning of the Loaned Art Work not been undertaken by the parties.

(b) Prior to the commencement of any matters as outlined in this Agreement, the AGH shall:

a. Insure the Loaned Art Work for an amount not less than the value as set out in paragraph 2 to this Agreement against any theft of, damage or other loss to the said Loaned Art Work and add the City as an "Additional Insured" to same. The parties hereto acknowledge and agree that the Loaned Art Work shall be insured for the entire duration that the AGH is in possession of the said Loaned Art Work to cover all matters and activities arising from this Agreement, including but not limited to the removal, transfer, display, handling, return and reaffixing of the Loaned Art Work as set out in this Agreement;

b. Cause the City to be named as an "Additional Insured" to its commercial general liability insurance policies, insuring all claims for damage to property, personal injury or death or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with this Agreement in an amount not less than Two Million ($2,000,000.00) Dollars;

c. Include the Loaned Art Work in the AGH's Fine Arts insurance coverage; and

d. Shall further file a Certificate of Insurance, satisfactory to the City, confirming such coverage with the Legal Department of the City of Sault Ste. Marie prior to commencing any matters as outlined in this Agreement.

The City reserves the right to require additional amendments to the AGH insurance policy at the discretion of the City and AGH shall comply with same at AGH's sole cost..

(c) The AGH hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the AGH further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the AGH or to anyone for whom the AGH

may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the AGH or any of the AGH's agents, employees and contractors in relation to or in connection with the Loaned Art Work or any matters under this Agreement.

(d) The AGH shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any loss, cost (including without restriction legal costs on a substantial indemnity basis) and expense incurred by the City because of any demand, action or claim brought against the City as a result of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with this Agreement.

11. **NOTICE**

Any notice pursuant to any of the provisions of this Agreement shall be deemed to have been properly given if delivered in person, faxed, e-mailed or mailed by prepaid registered post addressed:

in the case of notice to the City to:

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
The Corporation of the City of Sault Ste. Marie
Level 4, Civic Centre, 99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario P6A 5X6
e-mail: m.borowiczsibenik@cityssm.on.ca
FAX: 705-759-5405

in the case of notice to the AGH to:

Shelley Falconer
President and CEO
Art Gallery of Hamilton
123 King Street West
Hamilton, Ontario L8P 4S8
e-mail: shelley@artgalleryofhamilton.com
FAX: 905-577-6940

or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st day next following the date of faxing. If the notice is sent by e-mail, the notice shall be deemed to have been received on the same day that the e-mail was sent.

12. **AMENDMENTS OR MODIFICATIONS**

This Agreement may only be modified by written instrument signed by both parties.

13. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions, and communications, whether oral or in writing.

14. **SUCCESSORS AND ASSIGNS**

The provisions of this Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns. In the event that the legal ownership of the Loaned Art Work should change during the term of this Agreement, the City shall forthwith provide notice to the AGH of same. If the address of the new owner should be of much greater distance than the City of Sault Ste. Marie, the City shall pay any difference in the charges for delivery of the said piece.

15. **GOVERNING LAW**

This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED** )

**ART GALLERY OF HAMILTON**
Per: _____
Name:
Title: PRESIDENT + CEO

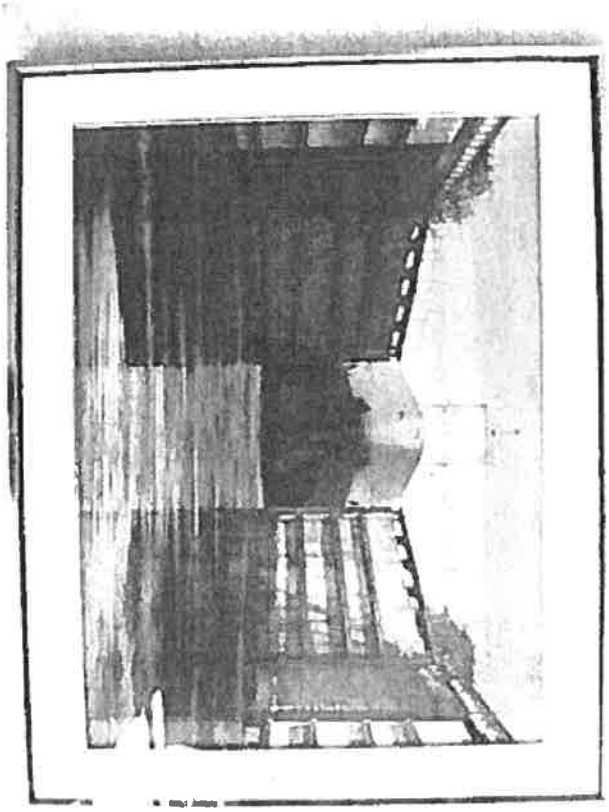
**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

Per: _____
Name: Christian Provenzano
Title: Mayor

Per: _____
Name: Malcolm White
Title: City Clerk

We have the authority to bind the corporation.

LEGAL\STAFF\AGREEMENTS\ART GALLERY OF HAMILTON\AGREEMENT APRIL 26 16.DOC



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2016-127**

**AGREEMENT**: (E2.3) A by-law to authorize the execution of an agreement between the City and Huron Central Railway Inc. for work required to reconstruct, maintain and use a Public Grade Crossing for vehicular traffic located on Francis Street in the Webbwood Subdivision.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement between the City and Huron Central Railway Inc. for work required to reconstruct, maintain and use a Public Grade Crossing for vehicular traffic located on Francis Street in the Webbwood Subdivision.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 22nd day of August, 2016.

**MAYOR – CHRISTIAN PROVENZANO**

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

da LEGAL\STAFF\BYLAWS\1. 2016\2016-125 EXECUTION AGREEMENT HURON CENTRAL PIPELINE MILEAGE 180-02.DOC

HURON CENTRAL RAILWAY INC.

AGREEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF UNDERGROUND INSTALLATIONS, A PUBLIC GRADE CROSSING AND AN AUTOMATED SIGNALS SYSTEM FOR A HIGHWAY-RAILWAY LEVEL CROSSING

THIS AGREEMENT made in duplicate this 20th day of June 2016, to be effective the ___day of ____, 2016 (the "Effective Date").

BETWEEN: **HURON CENTRAL RAILWAY**
9001, boul. de l'Acadie, Suite 600
Montréal, Québec, H4N 3H5,
Canada

HEREINAFTER CALLED THE "Railway Company".

of the First Part,

AND: **CITY OF SAULT STE-MARIE**
99, Foster Drive, P.O. Box 580
Sault Ste. Marie, ON P6A 5N1,
Canada

HEREINAFTER CALLED THE "Applicant"

of the Second Part

**WHEREAS** Canadian Pacific Limited hereinafter called ("CPR") and the Railway Company entered into an Amended and Restated lease agreement dated January 1st, 2011, pursuant to which the parties agreed that CPR would lease it's railway line to the Railway Company and assign the Railway Company all its rights, titles and interests in and under all contracts, easements, licences and other agreements relating to or affecting the leased property including mile 180.02 of the Webbwood subdivision.

**WHEREAS** it is the Applicant's intent to install a pipeline under the grade crossing by open-cut and therefore, the Applicant has applied to the Railway Company for permission to reconstruct, maintain and use a Public Grade Crossing located on Francis Street within the Municipality of Sault Ste-Marie, Province of Ontario over the right of way and tracks of the Railway Company at Mileage 180.02 of the Webbwood Subdivision hereinafter called ("the Crossing"), for the purpose of enabling the Applicant to obtain ingress to and egress from property owned or occupied by the Applicant on the north east side of the said right of way and tracks from and to the south east side of the said right of way and tracks.

**WHEREAS** the Applicant have entered into an agreement 609_180-02_XPUG SSM dated June 20, 2016, for the laying of pipelines under the railway right of way one (1) 250mm diameter sanitary sewer PVC pipe embedded in a 450mm steel casing hereinafter called the ("Underground Installation").

**WHEREAS** Board Order No. 25554 of the Board of Transport Commissioners for Canada, dated October 20th 1916, ordered that the Applicant would be authorized to install and maintain the Crossing at its own cost.

**WHEREAS** Board Order No. 104288 of the Board of Transport Commissioners for Canada, dated April 20th 1961, ordered that the cost of maintenance and operation of the automatic protection shall be borne and paid fifty percent by the City of Sault Ste. Marie and fifty per cent by the Railway Company.

**NOW THEREFORE THIS AGREEMENT WITNESSETH**

1. DEFINITIONS AND SCOPE

1.1. In consideration of the covenants and conditions herein contained and to be observed by the Applicant, the Railway Company hereby grants to the Applicant, permission at its sole risks and costs to reconstruct, maintain and use a Public Grade Crossing for vehicular traffic over its right of way and tracks at the location above mentioned. All construction and maintenance work on the said Public Grade

Crossing shall be carried out by the Railway Company or a contractor selected by the Railway Company.

1.2. The parties agree that the Railway Company will inspect and maintain the aforementioned Automated Signals for the public grade crossing.

1.3. The Railway Company hereby permits the Applicant to construct, maintain and repair the Underground Installation under the Railway Company's lands and railway right of way as aforesaid, at its sole risks and costs and subject to and in accordance with the rules and regulations of the Canadian Transportation Agency and any other authority having jurisdiction, now made or which may hereafter be made in reference thereto, and to the terms and conditions of this agreement.

2. APPLICABLE LAWS, RULES, REGULATIONS, NORMS

2.1. The construction of the crossing and the Automated Signals shall be compliant with Transport Canada's Grade Crossing Standards ("GSC") or its replacement. Further the construction shall comply with all other applicable legal requirements, including any rules and regulations of the Canadian Transportation Agency, if any.

2.2. The construction of the Automated Signals will be executed by the Railway Company or by a contractor selected by the Railway Company. The Automated Signals shall be built using material approved by a representative of the Railway Company and assembled to the satisfaction of the aforementioned Railway Company representative and be compliant to Transport Canada's RTD 10 Road/Railway Crossings Technical Standards or its replacement, and any or all applicable laws, rules regulation and norms future or present by any applicable governing body.

2.3. Maintenance and Inspection of the Automated Signals shall be carried out according to and in compliance with Transport Canada's Grade Crossing Standards ("GSC") or its replacement and any and all applicable laws, rules, regulation and norms future or present by any applicable governing body.

2.4. Any work of supporting the Railway Company's tracks or structures or of protecting train movements made necessary by the construction, maintenance, replacement or repair of the Underground Installations shall be performed by the Railway Company or a contractor selected by it, and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of accounts therefore on the basis of cost plus labour overheads as may be currently applicable and as set by the Railway Association of Canada, and material handling cost as may be applicable on the Railway Company.

2.5. As directed by the Railway Company or required by law, that the Applicant at its own expense shall install and maintain at locations satisfactory to the Railway Company, signs prominently marking the Underground Installations and their distance underground.

2.6. The work of construction, maintenance, renewal and repair of the Underground Installations shall be subject to the supervision of a representative of the Railway Company, whose instructions shall be strictly followed and whose wages and expenses shall be paid by the Applicant, but the Applicant shall not thereby be relieved from any of its obligations under this agreement. The Applicant shall give to the Railway Company at least forty-eight hours notice in writing of intention to do such work, which notice period shall not be deemed to include Saturdays, Sundays and statutory holidays. When construction, renewal or repairs have been completed, the property of the Railway Company shall be restored by the Applicant to its former condition, and the Applicant shall at all times maintain the Underground Installations in good order and conditions and to the entire satisfaction of the Railway Company.

2.7. Subject to and in conformity with any applicable rules or regulations now or hereafter in force governing railway employees or the operation of railways, the Applicant and the agents and employees of the Applicant shall have the right to enter upon the lands of the Railway Company at such times as may be necessary for the purpose of the construction, maintenance, inspection, renewal, removal and repair of the Underground Installations herein contemplated; and all persons so entering upon the lands of the Railway Company shall assume all risks of and except to the extent prohibited by law, the Railway Company shall not be liable for

any injury (including injury resulting in death) loss, damage or expense in connection therewith.

2.8. If at any time during the continuance of this agreement the Applicant shall neglect to do such work of repair or maintenance as in the opinion of the Railway Company is necessary, the Railway Company may carry out such work of repair or maintenance itself as agent of the Applicant, and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of accounts therefore on the basis of cost plus labor overhead as may be currently applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company.

3. COSTS

3.1. All costs and expenses incurred in connection with the construction, maintenance use, renewal or removal of the Public Grade Crossing shall be borne by the Applicant, including the cost of maintaining clear lines of sight, opening and replacing of fences, placing fence gates, placing and maintenance of crossing planks, placing and maintenance of snow plow signs, as well as a flagman at the said Public Grade Crossing as the Railway Company deems necessary from time to time. The flagman shall be the employee of the Railway Company.

3.2. The costs and expenses include the reconstruction of the track, crossing surface and every other work described in the estimate “609_180-02_XRAG SSM Francis Street - Estimate - 20160705" which is part of this agreement as appendix B.

3.3. The Applicant will bear the cost as mentioned above under the Board Order No. 104288 of the construction of the Automated Signals. The Railway Company will supply an estimate of the charges prior to the construction of the Automated Signals. The Applicant shall pay to the Railway Company the entire costs of all such work forthwith upon receipt of accounts therefore.

3.4. The Automated Signals standard maintenance and operation costs shall be borne and paid at fifty percent (50%) by the Applicant, as per Board order No. 104288 upon receipt of accounts therefore.

3.5. Maintenance and Inspection services expenses will be based on standard maintenance established in the guide to Railway charges for crossing maintenance and construction published by the Canadian Transportation Agency or its replacement. The applicable rate is presently advertised at two hundred seventy-seven dollars ($277) per month. However, appropriate authorities may revise this rate from time to time. Such revised rate will be applicable in full. These standard rates of maintenance apply to routine services and tasks that are performed by the Railway Company’s Signals and Communications Technicians, with the exception of certain maintenance tasks set forth in of the present contract.

These standard rates of maintenance cover examination and prescribed tests, visits from a signal maintenance agent, preventive substitution and replacement of parts, material expenses and other common maintenance related to the grade crossing’s warning systems.

Unpredicted or unplanned maintenance is not included in the standard rates of maintenance. It applies to such cases, but is not limited to, as road accidents, weather related damage or vandalism. Unpredicted or unplanned maintenance expenses will be invoiced separately from standard maintenance. Every such invoice will bear a description of the work done and the reason it was performed. These invoices will be for the actual costs incurred by the railway, established in accordance with the latest version of the guide to Railway charges for crossing maintenance and construction published by the Canadian Transportation Agency or its replacement

3.6. In addition to the amounts due to the Railway Company under this agreement, the Applicant shall pay to the Railway Company any value added, sales, goods and services tax, or similar tax which may be imposed on such amounts pursuant to any federal or provincial legislation which is or may be enacted.

4. ALTERATIONS

Should the Railway Company at any time desire, or be ordered by the Canadian Transportation Agency, or any other authority having jurisdiction, to make such changes in the Railway Company's tracks, structures or facilities as would in the opinion of the Railway Company necessitate the moving or alteration of the Public Grade Crossing and/or Automated Signals and / or Underground Installations herein contemplated, or use it for any other purpose, or deem it necessary in order to protect its tracks, structures or property to make any change in the location of the aforementioned Public Grade Crossing, Automated Signals, and Underground Installations, the Applicant will at its expense and to the entire satisfaction of the Railway Company perform or have performed all such work of moving or altering or carrying out protective measures to safeguard the Public Grade Crossing, Automated Signals, and Underground Installations as may be necessary within one month after receipt of notice so to do, and should the Applicant fail to perform such work of moving or altering within the time specified, the Railway Company shall have the right to do such work as agent of the Applicant and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefore on the basis of cost plus labour overhead as may currently applicable and as set by Clause 3 of the present contract.

5. INDEMNITY & LIABILITY

The Applicant shall make no claim or demand against the Railway Company or any of its employees for any injury, including injury resulting in death, loss or damage to property suffered or sustained by the Applicant of his employees or by any other person or corporation which is based upon, arises out of or is connected with this agreement or anything done or maintained hereunder and hereby waives as against the Railway Company and its employees all such claims or demands.

Except to the extent prohibited by Law, the Applicant shall renounce (the "Renunciation") to require any indemnity from the Railway Company or its employees in case of costs, damage, injury and expense subjected to him or his employees or by another person, due to the present agreement or to any action fulfilled or not fulfilled as prescribed.

Except to the extent prohibited by Law, the Applicant agrees to guarantee the Railway Company:

a) against any compensation action initiated by either party,
b) against all loss, damage, or expense subjected to the Company or its employees, including costs, injury and damage to locomotives, cars and to their contents, including all rolling stock equipment, to any action fulfilled in this title, or not fulfilled as agreed, due to the imprudence, lack of skill of the Applicant or for any other reason.

This Renunciation and guarantee apply even if the damage is caused by the Railway Company or its personnel, with the exception of cases of serious, gross or deliberate negligence by the Railway Company or of its personnel.

The Applicant must secure and maintain at its own expense and for the duration of this contract, Commercial General Liability insurance with a policy limit of not less than $25,000,000.00 per occurrence for bodily injury, death and damage to or destruction of property, including the loss of use thereof. The policy shall by its wording or by endorsement extend to insure the liabilities herein assumed by the Applicant. The amount or policy format may, at any time, be changed at the expense of the Applicant by written request. The written document or endorsement of this policy shall insure the liabilities herein assumed by the Applicant. A thirty day written notice shall be given to the Company by the insurer in the event that the insurer or the Applicant wish to cancel, change or modify such insurance or any part thereof, and the Applicant shall obtain such undertaking by the insurer in writing.

When the Railway Company will observe a situation presumed dangerous, which could involve its responsibility, it will perform the minimum work required to restore the safe situation without the approval of the Applicant. The Applicant will be responsible for all expenses incurred in performing this work.

6. ASSIGNMENT

The Applicant shall not assign, transfer or dispose of this agreement or of the rights and privileges conferred thereby, without the written consent, first obtained, by the Railway Company.

This agreement shall, subject to the previous, enure to the benefit of and be binding upon the parties hereto, and their successors and assigns.

7. BREACH OF COVENANTS

If any amounts herein provided for, to be paid by the Applicant, or any part thereof, shall be in arrear and unpaid for the space of sixty (60) days next after the day appointed for payment thereof, of if any of the covenants herein contained on the part of the Applicant shall at any time or times during the continuance of this Agreement be broken, then and in every case, and notwithstanding the waiver of any previous default, it shall be lawful for the Railway Company, after giving written notice thereof to the Applicant and allowing ten (10) days to elapse after such notice, unless in the meantime such default shall have been remedied, to remove the said gates from the right of way fences of the Railway Company and fence across the openings and restore the Railway Company's property to a condition satisfactory to the Railway Company, provided that the Railway Company may at its option, perform such work at the risk and expense of the Applicant, and should such default in payment or breach of covenant as above mentioned continue for sixty (60) days after notice to the Applicant as above mentioned, then the Railway Company shall have the right to take possession of all materials associated with the operation of the Public Grade Crossing and Automated Signals and to remove the gates from the right of way fences of the Railway Company and fence across the openings, provided, however, that all such work carried out by the Railway Company shall be performed at the risk and expense of the Applicant and the conditions embodied in Clause 5 hereof will remain applicable and effective until such time as said work has been completed by the Railway Company and thereupon this Agreement shall terminate.

8. TERMINATION

Either party shall have the right to terminate this Agreement at any time upon giving to the other party notice in writing of its or his intention so to do, and naming in such notice a day at least ninety (90) days after the giving of the notice on which this Agreement is to terminate, and on the day so named, this Agreement shall terminate.

Upon the termination of this agreement, the Railway Company shall have the right, but not the obligation, to remove the said Automatic Signals from the right of way of the Railway Company and fence across the openings with fence of the same style and character as the existing right of way fences of the Railway Company in the vicinity and restore the Railway Company's property to a condition satisfactory to the Railway company. The Railway Company will perform such work at the risk and expense of the Applicant and in either case, the conditions embodied in Clause 5 hereof will remain applicable and effective until such time as all work to be performed by or at the risk and expense of the Applicant as provided for in this paragraph has been carried out to the entire satisfaction of the Railway Company. Any material, including any part of the Automatic Signals, shall then belong to the Railway Company.

9. NOTICE

Unless the parties otherwise agree in writing, all notices or communications required hereunder shall be given by registered mail, postage prepaid, and addressed to the other party as follows:

To Railway Company: HURON CENTRAL RAILWAY
9001, boul. de l'Acadie, Suite 600
Montréal, Québec, H4N 3H5,
Canada

To Applicant: _____
_____
_____
_____

or such other address as may be furnished from time to time by either party.

10. TERM

This agreement shall be valid for a period of twenty (20) years, starting on the Effective Date, after which it shall terminate without possibility of renewal, unless a written agreement to that effect has taken place between the Railway Company and the Applicant.

**IN WITNESS** whereof the parties hereto have executed these presents.

**HURON CENTRAL RAILWAY INC**.

_____ _____
Witness Louis Gravel, President,

_____
Date

**CITY OF SAULT STE. MARIE**

_____ _____
Witness Signature and title

_____
Date

**609_180-02_XRAG SSM Francis Street - Estimate - 20160705**
**Mile Post 180.02 - Webbwood Subdivision**

# QUOTE FOR RAILROAD CROSSING RECONSTRUCTION

| Item | Quantity | Units | Unit Price | Total |
|---|---|---|---|---|
| **Material** | | | | |
| Rail 115 lbs - 80' (Instead of) Rail 100 lbs - 39' | 320 | foot | 12.50 $ | 4,000.00 $ |
| Spikes - 5/8'' x 6'' | 20 | keg(50) | 35.00 $ | 700.00 $ |
| Tie Plates - Type 115 | 264 | each | 11.65 $ | 3,075.60 $ |
| Bolts with washers and nuts 115 lbs - 5 1/4'' x 1''dia. | 4 | keg | 75.00 $ | 300.00 $ |
| Rail Achors - Type 115 | 264 | each | 1.82 $ | 480.48 $ |
| New Timber Ties - 7'' x 9'' x 8' 0'' | | each | 39.55 $ | - $ |
| New Timber Ties - 7'' x 9'' x 9'0'' (Instead of 7'' x 9'' x 9'0'') | 132 | each | 84.77 $ | 11,189.64 $ |
| Glue Joint - Type 115 lbs | 4 | each | 625.00 $ | 2,500.00 $ |
| Compromise Bars 100 lbs - 115 lbs | 4 | pair | 425.00 $ | 1,700.00 $ |
| Epflex rubber flanges - Type 115 lbs | 55 | track feet | 74.01 $ | 4,070.55 $ |
| Rubber flanges hooks | 60 | each | 7.25 $ | 435.00 $ |
| Embedded concrete-rubber crossing (Omnirail) | | unit | 15,000.00 $ | - $ |
| One end deflector set (Omnirail) | | each | 650.00 $ | - $ |
| Drain - Type Boss 2000 | 100 | track feet | 3.96 $ | 396.00 $ |
| Wooden tie plugs | 50 | package | 19.25 $ | 962.50 $ |
| Electric track connector - CADWELD | 1 | actual invoice | 2,000.00 $ | 2,000.00 $ |
| Credit : dismantled obsolete track material | 320 | each | 3.10 $ | (992.00) $ |
| | | | Material Overhead (32%) | 9,861.69 $ |
| | | | **Sub-Total - Material** | **40,679.46 $** |

| | Item | Quantity | Units | Regular time rate | Overtime | Overtime rate | Total |
|---|---|---|---|---|---|---|---|
| **Labour** | | | | | | | |
| 0 | Foreman | 0 | Hour | 28.96 $ | 0 | $ 43.44 | - $ |
| 1 | Flagman | 32 | Hour | 28.96 $ | 8 | $ 43.44 | 1,274.24 $ |
| 1 | **Signal maintainer** | 16 | Hour | 30.45 $ | 4 | $ 45.68 | 669.90 $ |
| 0 | Roadmaster | 0 | Hour | 27.57 $ | 0 | $ 41.36 | - $ |
| 0 | Ballast regulator operator | 0 | Hour | 28.96 $ | 0 | $ 43.44 | - $ |
| 0 | Ballast temper operator | 0 | Hour | 28.96 $ | 0 | $ 43.44 | - $ |
| | | | | | | Unproductive factor (20%) | 388.83 $ |
| | | | | | | Construction project (64%) | 1,244.25 $ |
| | | | | | | **Sub-total labour** | **3,577.22 $** |

Only the actual cost incurred by the Railway will be rebilled as per the Guide to Railway Charges for Crossing Maintenance and Construction 2015 . The total cost of the project may be higher or lower than this estimate.

| | Item | Quantity | Units | Unit Price | Total |
|---|---|---|---|---|---|
| **Machinery** | | | | | |
| 0 | Ballast regulator | 0 | Hour | **53.38 $** | - $ |
| 0 | Ballast temper | 0 | Hour | 40.13 $ | - $ |
| 0 | Truck for S&C employees | 0 | Hour | 10.63 $ | - $ |
| 2 | Light truck - hirail | 60 | Hour | 11.63 $ | 1,395.60 $ |
| 2 | Machinery fuel | 150 | Liter | 1.50 $ | 450.00 $ |
| | | | | **Subtotal machinery** | **1,845.60 $** |

| Item | Quantity | Units | Unit Price | Total |
|---|---|---|---|---|
| **Contracting equipment and services** | | | | |
| Signaling contractor | | 1 | Done by SSM | - $ |
| Asphalt paving contractor | | 1 | Done by SSM | - $ |
| Saw-cutting asphalt | | 1 | Done by SSM | - $ |
| Contractor work including, but not limited to : Loader, excavator and 12 wheeler truck with operator and transport, obsolete tie recycling and transport, disposal of excavated material and asphalt, delivered ballast according to HCRY specifications, delivered crushed rock, thermite welding, labour, meals and lodging for operators, dismantling of the panel, panel assembly, panel installation, surfacing, lining and installation on concrete slabs. | 1 | Actual invoice | 38,000.00 $ | 38,000.00 $ |
| | | | Allowance for contract overheads (3%) | 1,140.00 $ |
| | | | **Subtotal contracting equipment and services** | **39,140.00 $** |

| | |
|---|---|
| **Subtotal** | **85,242.27 $** |
| Contingency (10%) | 12,786.34 $ |
| **Subtotal** | **98,028.62 $** |
| HST (13%) | 12,743.72 $ |
| **Total** | **110,772.34 $** |

Only the actual cost incurred by the Railway will be rebilled as per the Guide to Railway Charges for Crossing Maintenance and Construction 2015 . The total cost of the project may be higher or lower than this estimate.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2016-128**

**AGREEMENT**: (E2.3) A by-law to authorize the execution of an agreement between the City and CIMA Canada Inc. for consultation work regarding the McNabb Street/St. Georges Avenue/Algoma Street intersection.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement between the City and CIMA Canada Inc. for consultation work regarding the McNabb Street/St. Georges Avenue/Algoma Street intersection.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 22nd day of August, 2016.

**MAYOR – CHRISTIAN PROVENZANO**

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

da LEGAL\STAFF\BYLAWS\1. 2016\2016-128 EXECUTION AGREEMENT CIMA CANADA INC MCNABB STREET ST. GEORGES AVENUE ALGOMA STREET.DOC

(Hereinafter called the 'Client')

THE PARTY OF THE FIRST PART

(Hereinafter called the 'Consultant')

THE PARTY OF THE SECOND PART

the Client intends to proceed with a Schedule B Class Environmental Assessment study for the redesign of the McNabb Street/St Georges Avenue/Algoma Street intersection (hereinafter called the 'Project') and has requested the Consultant to furnish professional services in connection therewith;

the Consultant agrees to provide the requested services;

that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.3.

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the Client shall indemnify the Consultant for any loss or damage suffered by the Client or any third parties resulting from any unauthorized use of the documents and deliverables.

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

(a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.

(b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

(c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4. In the event that the Client delays the project then the Consultant shall have the right to renegotiate the agreement.

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees or officers may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, its employees or officers in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

The Client will accept the insurance coverage amount specified in this clause section (b) as the aggregate limit of liability of the Consultant and its employees for the Client’s damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be $5 million per occurrence and in the aggregate for general liability and $2 million for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of $2 million per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be cancelled by the Consultant until thirty (30) days after written notice of cancellation has been delivered to the Client.

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

The Consultant shall be entitled at anytime to assign this Agreement to any of its subsidiaries or affiliates upon written notice to client.

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (c).

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Client.

(a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.

(b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.

(c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.

(d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

When requested by the Client, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

(a) An estimate of the total fees to be paid for the Services.

(b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.

(c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

The Consultant will require prior written approval, from the Client for any of the following changes:

(a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).

(b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).

(c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

(a) Subject to any limitations stated in this Agreement, each party will indemnify and hold harmless the other party, their respective officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable legal fees, arising out of damages or liabilities for bodily injury, including death, or damage to tangible property, but only to the extent caused by a negligent act, error, or omission of the said party or any of its agents, subconsultants, subcontractors, or employees in the performance of its obligations under this Agreement. Notwithstanding anything to the contrary, the Consultant shall not be responsible for any loss, damage, or liability to the extent arising from any contributing negligent acts by the Client, or its subcontractors, agents, employees or consultants.

(b) Neither party will be responsible to the other for any special, incidental, indirect, consequential, financial and non-material damages of any kind whatsoever, including, but not limited to, any lost profits or business interruption, loss of use or production, or other lost economic advantage, arising out of or related to or arising from said party's obligations under the Agreement or the breach thereof.

(c) Contract Documents: The Contract Documents consist of the documents listed below. If there is a conflict with the Contract Documents, the order of priority of documents, from highest to lowest, shall be:

- This Agreement
- The scope of work outlined in a letter sent by the Consultant to the Client dated May 13, 2016

The Consultant shall carry out the work as outlined in the letter dated May 13, 2016 outlining the scope of work and attached hereto as Schedule "A" and forming part of this Agreement.

Refer to the last paragraph on page 4 of Schedule A.

For the purpose of this Agreement, the following definitions shall apply:

(a)

(i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).

(ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.

(iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.

(iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.

(v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(b)

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

~~The Client shall pay the Consultant fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:~~

| ~~TYPE OF SERVICE~~ | ~~PERCENTAGE~~ |
|---|---|
| | |
| | |
| | |

~~The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:~~

~~Classification: Hourly Rate:~~

~~For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.~~

~~All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.~~

3.2.3.1 Lump-Sum Fee Basis

(a) Fees for the scope of work covered under this Agreement will be on a Lump-Sum Fee Basis, inclusive for labour and reimbursable expenses.

(b) Monthly progress invoices will be based on the percentage of project completed or milestone achieved. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of 26.28 percent (2 percent monthly). The Consultant reserves the right, without penalty, to discontinue services in the event of non-payment.

(c) If the project is abandoned or delayed for any reason beyond the Consultant’s control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Consultant in winding down the project.

(d) HST will be added to the Lump-Sum Fee.

~~In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.~~

~~The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 26.28 percent (2 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant’s invoice.~~

~~(a) Monthly Payment~~

~~The Consultant shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Consultant's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Consultant will be paid the amount of the fee so invoiced. Interest at the annual rate of 26.28 percent (2 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultants' invoice.~~

~~(b) On Award of Contract~~

~~Following the award of the contract for the construction of the Project, the Consultant shall recalculate his fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Consultant shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Consultant of any overpayment made to the Consultant.~~

~~(c) Delay of Award of Contract~~

~~In the event the contract for construction of the Project is not awarded within ____ months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.~~

~~Further services for the Project beyond the ____ months will be undertaken on a time basis.~~

~~(d) On Completion of the Work~~

~~Following Completion of the Work, the Consultant shall recalculate his fee on the basis of the actual cost of the work and upon such recalculation the amount paid to the Consultant shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Consultant of any overpayment to the Consultant.~~

(a) Compensation

The Client will compensate the Consultant in accordance with the fees and charges for services as set out in Attachment A or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 26.28 percent (2 percent monthly).

All notices under this Agreement shall be in writing. It shall be sufficient in all respects if the Notice is delivered by hand, sent by electronic means of sending messages, including facsimile transmission, which produces a paper record ("Transmission") during normal business hours, or sent by registered mail, postage prepaid, addressed to:

| | |
|---|---|
| 128 Sackville Road | 3027 Harvester Road, ste 400 |
| Sault Ste Marie ON P6B 4T6 | Burlington, L7N 3G7 |
| Attn: Susan Hamilton-Beach, P.Eng. | Attn: Stephen Keen |
| email: s.hamiltonbeach@citySSM.on.ca | Email: stephen.keen@cima.ca |
| Phone: 705-759-5207 | Phone: 289-288-0287, ext. 6834 |
| Fax No.: 705-541-7010 | Fax: 289-288-0285 |

or to such other address as either Party shall have designated by written notice to the other Party. Any notice so given shall be deemed to have been given and to have been received on the day of delivery, if so delivered, on the third Business Day (excluding each day during which there exists any interruption of postal services due to strike, lockout or other cause) following the mailing thereof, if so mailed, and on the day that notice was sent by Transmission, provided such day is a Business Day (a Business Day being any day of the week save and except for Saturday and Sunday) and if not, on the first Business Day thereafter.

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in the Province of Ontario and the laws of Canada, as applicable.

For the purpose of this Agreement, any disagreement arising between the Parties to this Agreement with reference to the interpretation of this Agreement or any matter arising hereunder and upon which the Parties cannot agree shall be referred to arbitration. Reference to arbitration shall be to a single arbitrator and in accordance with the laws of arbitration in force in the Province where the services are performed. The costs of the arbitration shall be in the discretion of the arbitrator. All decisions of the arbitrator, however appointed, shall be final and binding upon the Parties thereto and not subject to appeal.

The Parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, warranties, agreements, and understandings, oral or written, between the Parties with respect to its subject matter. Unless stated otherwise in this Agreement, this Agreement may not be modified except in writing signed by both Parties. The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement. If any element of this Agreement is later held to violate the law or a regulation, it shall be deemed void, and all remaining provisions shall continue in force.

the parties have executed this Agreement on the date first written above.

The signatory shall have the authority to bind the corporation for purposes of this Agreement

(Signature)

(Name)

(Title)

The signatory shall have the authority to bind the municipality or its agency for purposes of this Agreement

(Signature)

(Name)

(Title)

(Signature)

(Name)

(Title)

## Attachment A

Letter from Consultant to Client dated May 13, 2016 outlining scope of work and fee.

May 13, 2016

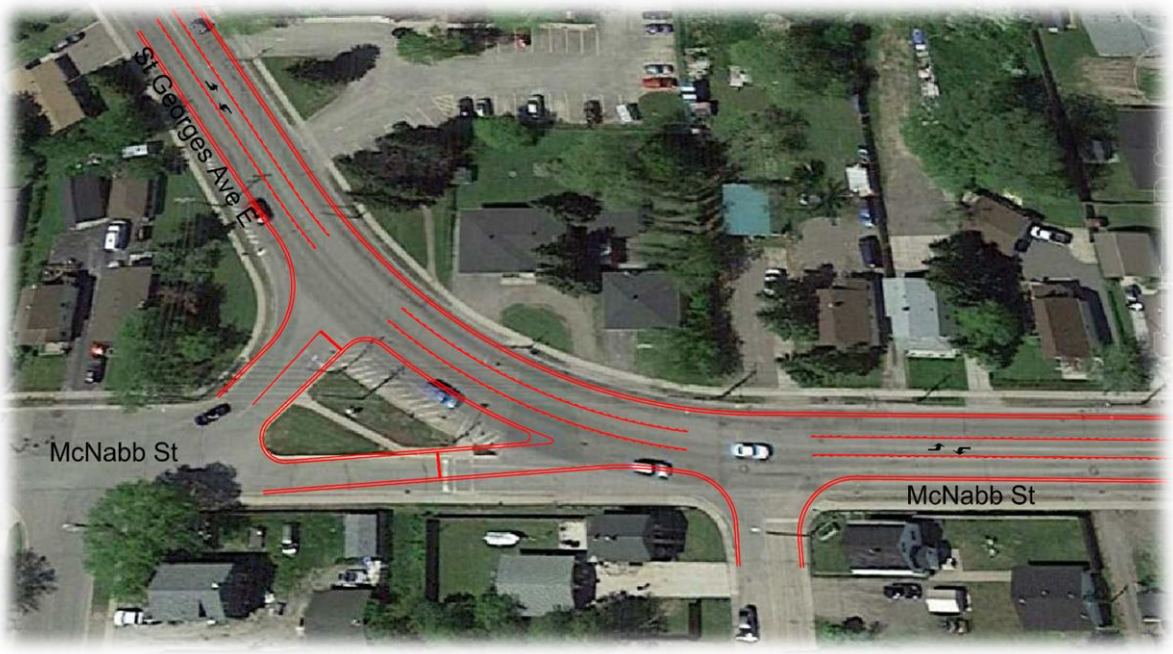
Susan Hamilton Beach, P.Eng.
Deputy Commissioner, PWT
City of Sault Ste. Marie

**Subject**: Proposed Work Plan and Fee Schedule for McNabb Street and Algoma Avenue Environmental Assessment, Schedule B
Our File: BP16059

Dear Susan:

## Background & Understanding

The City of Sault Ste. Marie is evaluating a portion of St. Georges Avenue East and McNabb Street which has had a number of accidents and near misses over the years, largely due to drivers losing control in the easterly direction. CIMA+ recently completed an evaluation of alternative mitigation measures and redesigns to reduce the frequency of collisions. This proposal is to undertake a Schedule B, Class Environmental Assessment (EA) study to complete the approvals process in order to allow the City to move ahead with construction of the preferred option (#3, reproduced below) which involves removing a traffic lane.




3027 Harvester Road, Suite 400
Burlington, ON L7N 3G7
CANADA

Phone : 289.288.0287
Fax : 289.288.0285
www.cima.ca

## Study Area/Key Challenges

One of the key challenges in the project is to identify how to merge the lane reduction with an appropriate lane drop design east of Algoma Avenue. For now the study area is identified as going as far as Great Northern Road (GNR), the challenge will be to provide an appropriate merge point – likely to be Gladstone Avenue. With this in mind a peak hour traffic turning count will be required as the Gladstone intersection in order to assist in this determination.

A second challenge will be the consideration of accommodating cyclists. While there are no bike facilities west of the immediate study area, the lane reduction does present an opportunity to provide some sort of protection for cyclists. This is an issue that requires review and discussion from a network perspective.

A third challenge will be the decision on how to reduce the roadway width; for example, is it possible to move one curb only (to reduce costs) providing an un-even cross-section or do both curbs have to be reconstructed? The study will aim to minimize the curb relocations and hence construction costs.

There are other alternatives such as using roll over curb in places again with a view to considering bicycles if needed.

## Project Scope

We propose the following scope for successful completion of this assignment:

| | |
|---|---|
| Background studies for the study area | • Develop description of study area (input from City staff may be requested)<br>• Document problem and alternatives considered – based on extracts from the previous study |
| Public consultation | • Notice of study initiation (CIMA+ to prepare) with a combined notice of advertising the time/date of the Public Information Centre (PIC)<br>• Direct mailings of agency/commercial/institutional stakeholders (City to distribute)<br>• One PIC meeting held in a local school or similar<br>• CIMA+ to address responses from public/agencies, etc.<br>• Notice of study completion to be prepared by CIMA+<br>• Distribution of completion notice by the City |
| Finalize traffic analysis | • Undertake peak hour traffic counts at several key intersections in the study area – finalize functional requirements |
| Road design | • Prepare base mapping<br>• Refine functional design of the roadways within the study area showing pavement markings, existing/proposed curbs, roadside safety treatments and boulevard, including sidewalks and pedestrian crossings as appropriate |
| Environmental File Report | • Development of draft Environmental Study File by CIMA+ - finalized after City review |

Since the proposed road reconfiguration is anticipated to create few impacts, we propose to exclude the following activities from the project scope; Archaeology, Environmental Site Assessment (ESA); natural environment assessment; geotechnical investigation and stormwater management assessment (to be completed during detail design); and air quality/noise assessments.

The road-design work will be limited to a functional design level, which excludes the design of pavement structure, stormwater management and utilities, traffic and signals, or illumination (street lighting). Excluded design tasks would be undertaken during detail design.

## Deliverables

For the successful completion of this assignment we will prepare the following deliverables, which will be submitted in draft form (for the City's review) prior to finalization:

| | |
|---|---|
| Background studies | • Description of study area and finalization of traffic control requirements for the reconfigured road |
| Public consultation | • Newspaper notices for study milestones (study initiation, PIC and study completion)<br>• PIC display boards<br>• Communication logs |
| Road design | • Design criteria (technical memorandum)<br>• Plan drawings at scale 1:500 |
| Project management and EA documentation | • Meeting minutes<br>• Environmental File Report |

## Project Team and Management

We have assembled a team of highly experienced engineers and planners for this assignment:

| | |
|---|---|
| Project Manager | Stephen Keen, P.Eng. |
| Class EA process | Sonya Kapusin |
| QA/QC | Stephan Schmidle, P.Eng. |
| Design Engineer | Hongtao Gao, P.Eng. |
| Transportation Planner | Jessica Dorgo, EIT |

## Information Required

This proposal is made under the assumption that the following information is provided to us by the City:

- Appropriate mapping in GIS, DGN or DWG file format;
- Road design drawings for St. Georges Ave and McNabb Street (if available); and
- Initial stakeholder lists from similar recent projects.

It is assumed the City will rent an appropriate PIC meeting hall and undertake the mail-outs to all stakeholders, materials to be prepared by CIMA+.

## Schedule and Budget

Assuming an early July start, the PIC can be held in August or September 2016. Study completion and submission of the Environmental File Report is anticipated by end of October 2016.

For the above activities we propose a lump-sum budget of $18,330 excluding HST, but including expenses. Please note that project meetings will be conducted via teleconference. The CIMA+ Project Manager will attend the Public Information Centre.

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | $185 | $105 | $110 | $112 | $89 | $60 | | | | |
| Document study area & problem statement | | | 2 | | 5 | 1 | 8 | $ 725 | | $ 725 |
| Consultation - notice of commencement/PIC (City to distribute) | 0.5 | | 2 | | 3 | | 5.5 | $ 580 | | |
| City to undertake AM/PM peak hour traffic & pedestrian counts (McNabb/St. George and McNabb/Gladstone) | | | | | | | 0 | $ - | | |
| Finalize traffic analysis to confirm intersection requirements | 0.5 | | | | 16 | | 16.5 | $ 1,517 | | |
| Prepare base mapping | | | | 3 | | | 3 | $ 336 | | |
| Obtain municipal services GIS layer from City - confirm utility impacts | | | | 3 | | | 3 | $ 336 | | |
| Refine functional design to include merge back to existing cross-section outside study area | 2 | | | 12 | | | 14 | $ 1,714 | | |
| Finalize design with pavement markings | 1 | | | 6 | | | 7 | $ 857 | | |
| Prepare display material, and attend evening PIC meeting | 12 | 1 | 8 | 12 | 24 | | 57 | $ 6,685 | $ 500 | |
| Collate public/agency comments/prepare draft responses | 0.5 | | 2 | | 4 | | 6.5 | $ 669 | | |
| Prepare final documentation of Environmental File Report | 2 | 1 | 6 | | 26 | | 35 | $ 3,449 | | |
| Prepare Notice of Completion for City to distribute | | | 1 | | 2 | | 3 | $ 288 | | |
| Project Team Meetings (conference calls as required) | 3 | | | | | 2 | 5 | $ 675 | | |
| Phase 1 Sub-Total | 21.5 | 2 | 21 | 36 | 80 | 3 | 163.5 | $ 17,830 | $ 500 | |

## Closing

We thank you for the opportunity to work with the City on this assignment, and we look forward to doing so. If you have any questions or concerns regarding this proposal, please do not hesitate to contact the undersigned.

Yours sincerely,

Stephen Keen, M.Sc., P.Eng.
Director Transportation

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2016-129**

**TEMPORARY STREET CLOSING:** (S4.1) A by-law to permit the temporary closing of Albion Street – south side off Chapple Avenue from Chapple Avenue to southern dead end of Albion Street.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF ALBION STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Albion Street – south side off Chapple Avenue from Chapple Avenue to southern dead end of Albion Street on August 25, 2016 from 9:00 a.m. to 4:00 p.m. to facilitate the Game On! Neighbourhood Street Party.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 22nd day of August, 2016.

_____

**MAYOR – CHRISTIAN PROVENZANO**

_____

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

da LEGAL\STAFF\BYLAWS\1. 2016\2016-129 TEMPORARY STREET CLOSING ALBION STREET.DOC

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY–LAW 2016-130**

**FINANCE:** (F1.1) A by-law to amend By-law 2016-3 (User Fees and Service Charges by-law).

**WHEREAS** Section 391(1) of the *Municipal Act, 2001*, S.0. 2001, c. 25, as amended, states that despite any Act, a municipality and local board may pass by-laws imposing fees or charges on any class of persons, for services or activities provided or done by on behalf of it, and, for the use of its property including property under its control;

**AND WHEREAS** it is deemed necessary to charge user fees and service charges;

**NOW THEREFORE** the Council of the Corporation of the City of Sault Ste. Marie hereby pursuant to Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended **ENACTS** as follows:

1. **SCHEDULE "E" TO BY-LAW 2016-3 AMENDED**

Schedule "E" to By-law 2016-3 is hereby amended by deleting the following:

| **"BURNING PERMITS** | **2015 Current Fee** | **2016 Proposed Fee Included** | **HST Included or Added** |
|---|---|---|---|
| **-**New (First Burning Permit Initial inspection + 3 yr Renewal | $25.00 | $75.00 | No" |

Schedule "E" to By-law 2016-3 is hereby amended by adding the following:

| **"BURNING PERMITS** | **2015 Current Fee** | **2016 Proposed Fee** | **HST Included or Added** |
|---|---|---|---|
| **-**New (First Burning Permit Initial inspection + 2 yr Renewal | $25.00 | $75.00 | No" |

2. **EFFECTIVE DATE**

This By-law takes effect on the day of its final passing.

**PASSED** in open Council this 22nd day August, 2016.

_____

**MAYOR – CHRISTIAN PROVENZANO**

_____

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

da LEGAL\STAFF\BYLAWS\1. 2016\2016-130 AMEND 2016-3 USER FEES.DOC

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2016-131**

**AGREEMENT**: (P5) A by-law to authorize the execution of an agreement between the City and 1372055 Ontario Limited O/A Pro North Roofing for the replacement of the roof at the Sault Ste. Marie Museum.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated the 22nd day of August, 2016 and made between the City and 1372055 Ontario Limited O/A Pro North Roofing for the replacement of the roof at the Sault Ste. Marie Museum.

2. **SCHEDULE "A"**

Due to its size and volume, Schedule "A" is available for viewing in the City Clerk's Office and forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 22nd day of August, 2016.

_____

**MAYOR – CHRISTIAN PROVENZANO**

_____

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

da LEGAL\STAFF\BYLAWS\1. 2016\2016-131 1372055 ONTARIO LIMITED OA PRO NORTH ROOFING AGREEMENT.DOC

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2016-132**

**AGREEMENT**: (P5) A by-law to authorize the execution of an agreement between the City and Maverick & Son Exterior & Consulting Services for the replacement of the roof at the RESC Storage Building.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated the 22nd day of August, 2016 and made between the City and Maverick & Son Exterior & Consulting Services for the replacement of the roof at the RESC Storage Building.

2. **SCHEDULE "A"**

Due to its size and volume, Schedule "A" is available for viewing in the City Clerk's Office and forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 22nd day of August, 2016.

_____

**MAYOR – CHRISTIAN PROVENZANO**

_____

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

da LEGAL\STAFF\BYLAWS\1. 2016\2016-132 MAVERICK AND SON EXTERIOR AND CONSULTING SERVICES RESC ROOF.DOC

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2016-133**

**TEMPORARY STREET CLOSING:** (S4.1) A by-law to permit the temporary closing of Queen Street East from the west side of Elgin Street to the east side of Bruce Street and from the west side of Bruce Street to the east side of Dennis Street on September 23, 2016 to facilitate the Greyhound Season Opener event.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF QUEEN STREET EAST**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic on Queen Street East from the west side of Elgin Street to the east side of Bruce Street and from the west side of Bruce Street to the east side of Dennis Street from 3:00 p.m. to 9:00 p.m. on September 23, 2016 to facilitate the Greyhound Season Opener event.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 22nd day of August, 2016.

_____

**MAYOR – CHRISTIAN PROVENZANO**

_____

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

ac LEGAL\STAFF\BYLAWS\1. 2016\2016-133 TEMP STREET CLOSING QUEEN STREET EAST GREYHOUND SEASON OPENER 2016.DOC