



London  
CANADA

## Council Minutes

12th Meeting of City Council  
June 25, 2024, 1:00 PM

Present: Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, S. Hillier

Absent: E. Pelozza

Also Present: S. Datars Bere, A. Barbon, M. Butlin, S. Corman, K. Dickins, A. Hagan, D. Kramers, S. Mathers, H. McNeely, J. Paradis, T. Pollitt, J. Rennick, K. Scherr, M. Schulthess, E. Skalski, C. Smith, J. Taylor, B. Warner

Remote Attendance: E. Hunt, V. Morgado, L. Stewart

The meeting is called to order at 1:03 PM; it being noted that Councillors P. Van Meerbergen and S. Hillier were in remote attendance.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED Councillor P. Cuddy discloses a pecuniary interest in item 5, (2.1) of the 11th Report of the Corporate Services Committee having to do with Declaring Surplus, City-owned Property - Part of Pine Street, by indicating that he has previously leased land to Sofina Foods Inc.

That it BE NOTED that Councillor A. Hopkins discloses a pecuniary interest in item 4.2, (6.1) of the 11th Report of the Corporate Services Committee by indicating that her son is employed by The Corporation of the City of London and represented by CUPE 107.

### 2. Recognitions

None.

### 3. Review of Confidential Matters to be Considered in Public

None.

### 4. Council, In Closed Session

Motion made by: C. Rahman

Seconded by: P. Cuddy

That Council rise and go into Council, In Closed Session, for the purpose of considering the following:

#### 4.1 Solicitor-Client Privilege/Land Acquisition

A matter pertaining to advice that is subject to solicitor-client privilege and land acquisition, including communications necessary for that purpose with respect to the Master Accommodation Plan - Redevelopment of City Hall Campus and the communication dated June 14, 2024 from J. M. Fleming, Principal, City Planning Solutions regarding an unsolicited proposal for a city-owned City Hall facility on the Market Block in Downtown London. (6.1/11/SPPC)

#### 4.2 Labour Relations/Employee Negotiations

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions including communications necessary for that purpose and for the purpose of providing instructions and direction to officers and employees of the Corporation.  
(6.1/11/CSC)

#### 4.3 Solicitor-Client Privilege / Land Acquisition/Disposition / Confidential Information Supplied by Canada/Province/Territory/Crown Agency of Same / Position, Plan, Procedure, Criteria or Instruction for Negotiation Purposes

A matter pertaining to advice that is subject to solicitor-client privilege; including communications necessary for that purpose, and for the purpose of providing instructions and directions to officers and employees of the Corporation, a proposed or pending acquisition or disposition of land by the municipality, information explicitly supplied in confidence to the municipality by Canada Mortgage and Housing Corporation pursuant to subsection 239(2)(h) of the Municipal Act, 2001 and is a position, plan, procedure, criteria, or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality pursuant to subsection 239(2)(k) of the Municipal Act  
(6.1/8/CPSC)

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Peloza

**Motion Passed (14 to 0)**

That Council convenes In Closed Session, from 1:15 PM to 1:46 PM.

#### **5. Confirmation and Signing of the Minutes of the Previous Meeting(s)**

Motion made by: D. Ferreira  
Seconded by: P. Cuddy

That the Minutes of the 11th Meeting held on June 4, 2024, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Peloza

**Motion Passed (14 to 0)**

#### **6. Communications and Petitions**

Motion made by: C. Rahman  
Seconded by: A. Hopkins

That the following communications BE RECEIVED, and BE REFERRED as noted on the Added Agenda:

##### 6.1 Master Accommodation Plan - Redevelopment of City Hall Campus

1. (ADDED) P. Norman, VP & Chief Economist - Altus Group
2. (ADDED) P. Lombardi, Partner - Siskinds

##### 6.2 Heritage Alteration Permit Application – 332 St. James Street – Bishop Hellmuth Heritage Conservation District (HAP23-107-L)

1. M. Whalley
2. N. Tausky

6.3 367 Springbank Drive (Z-9722)

1. B. Castellani

6.4 735 Southdale Road West (OZ-9567)

1. (ADDED) K. Crowley, Senior Planner and H. Froussios, principal Planner - ZELINKA PRIAMO LTD.

6.5 323 Oxford St West, 92 and 825 Proudfoot Lane (Z-9416)

1. A.M. Valastro
2. A. Johnson
3. (ADDED) S. Aikman

6.6 Draft Land Needs Assessment of The London Plan (O-9595)

1. R. Zelinka, Principal Planner - ZELINKA PRIAMO LTD.
2. F. Noory, CEO - Royal Premier Homes

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Pelozza

**Motion Passed (14 to 0)**

**7. Motions of Which Notice is Given**

None.

**8. Reports**

8.1 9th Report of the Civic Works Committee

Motion made by: A. Hopkins

That the 9th Report of the Civic Works Committee BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Pelozza

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 6th Report of the Integrated Transportation Community Advisory Committee

Motion made by: A. Hopkins

That the following actions be taken with respect to the 6th Report of the Integrated Transportation Community Advisory Committee, from the meeting held on May 15, 2024:

- a) the London Transit Commission BE REQUESTED to provide the following information to the Integrated Transportation Community Advisory Committee:
  - i) provision of transit services;
  - ii) current Service Plan (Conventional and Special);
  - iii) criteria of provision of transit services in new subdivisions;
  - iv) areas and subdivisions in London where no transit services are available;
  - v) zero emission bus fleet implementation and rollout plan;
  - vi) when Londoners may see the first group of zero emission buses on the roads; and,
  - vii) how many buses and which routes will be used in the pilot project; and,
- b) clauses 1.1, 2.1 to 2.3, 3.1 and 3.2 BE RECEIVED.

**Motion Passed**

3. (2.2) Hyde Park Pumping Station Single Source Pump Purchase

Motion made by: A. Hopkins

That on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated June 11, 2024, related to the Hyde Park Pumping Station Single Source Pump Purchase:

- a) the price submitted by Directrik Inc. of \$282,697.64 CAD (excluding HST) for the supply of one vertical turbine pump BE ACCEPTED;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-E03)

**Motion Passed**

4. (2.3) Mud Creek Phase 2B: RFT-2024-060 Construction Contract and Consultant Supervision Award and Project Budget Increase

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated June 11, 2024, related to Mud Creek Phase 2B: RFT-2024-060 – Construction Contract and Consultant Supervision Award and Project Budget Increase:

- a) the bid submitted by CH Excavating (2013) at its tendered price of \$11,864,196.42 (excluding HST) BE ACCEPTED; it being noted that the bid submitted by CH Excavating (2013) was the lowest of four (4) bids received and meets the City's specifications

and requirements in all areas;

b) AECOM Canada Ltd. BE AUTHORIZED to carry out the resident inspection and contract administration for the “Mud Creek Phase 2B RFT-2024-060 – Construction Contract” in accordance with the estimate on file, at the upset amount of \$1,349,144.83 (excluding HST), in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;

c) the financing for these projects BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;

d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these projects;

e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (RFT-2024-060); and,

f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-A05)

### **Motion Passed**

#### 5. (2.4) Appointment of Consulting Engineers for the Infrastructure Renewal Program: Round 2

Motion made by: A. Hopkins

That on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated June 11, 2024, related to the Appointment of Consultant Engineers for the Infrastructure Renewal Program Round 2:

a) the following consulting engineers BE APPOINTED to carry out consulting services for the identified projects, at the upset amounts identified below, in accordance with the estimate on file, and in accordance with Section 15.2(e) of the City of London’s Procurement of Goods and Services Policy:

i) GM BluePlan Engineering Limited BE APPOINTED consulting engineers to complete the pre-design, detailed design and construction administration for sanitary sewer infrastructure upsizing on Second Street, from Oxford Street to Pottersburg Creek, in the total amount of \$412,379.00, including contingency (excluding HST);

ii) AECOM Canada Ltd. BE APPOINTED consulting engineers to complete the Downtown Core Area Sanitary Infrastructure Assessment Study, in the total amount of \$124,607.00, including contingency (excluding HST);

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;

d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-E01)

### **Motion Passed**

6. (2.5) RFT-2024 -084 Greenway Flood Protection Tender Award

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated June 11, 2024, related to RFT-2024-084 Greenway Flood Protection Tender Award:

- a) the bid submitted by Stone Town Construction Limited at its tendered price of \$24,477,992.06 (excluding HST), for the construction of flood protection at Greenway Wastewater Treatment Plant BE ACCEPTED;
- b) the increase in fees for engineering services related to design and contract administration for the Greenway Flood Protection projects of \$760,641.00, plus HST, BE APPROVED;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project; and,
- f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-E13)

**Motion Passed**

7. (2.6) RFP-2024-078 Byron Bridge Rehabilitation Detailed Design and Construction Administration Appointment of Consulting Engineer

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated June 11, 2024, related to RFP-2024-078 Byron Bridge Rehabilitation Detailed Design and Construction Administration Appointment of Consulting Engineer:

- a) the proposal submitted by Dillon Consulting Limited BE ACCEPTED to provide consulting engineering services to complete the detailed design, tendering and construction administration services at an upset amount of \$403,749.50 (excluding HST), as per Section 15.2 (e) of the Procurement of Goods and Services Policy;
- b) the financing for this assignment BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this assignment;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any

contract or other documents including agreements, if required, to give effect to these recommendations. (2024-T04)

**Motion Passed**

8. (2.7) Funding to Support the Continuation of UTRCA Monitoring Program for the Dingman Creek Subwatershed

Motion made by: A. Hopkins

That on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated June 11, 2024, related to Funding to Support the Continuation of the UTRCA Monitoring Program for the Dingman Creek Subwatershed:

- a) the Upper Thames River Conservation Authority BE APPOINTED to complete the 2024 Dingman Creek Surface Monitoring Program in accordance with the estimate, on file, at an upset amount of \$161,550 (excluding HST), in accordance with Section 14.4 (d), (e) and (h) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-F11A)

**Motion Passed**

9. (2.8) Temporary Recycling Residual Disposal Fee Adjustment for Existing Customers at W12A Landfill (Relates to Bill No. 208)

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report dated June 11, 2024, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024, to amend By-law A-59, being "A by-law to provide for Various Fees and Charges" to establish a new temporary fee for existing customers that can no longer haul recycling process residuals in walking floor transfer trailers to the W12A Landfill due to operational constraints. (2024-E07)

**Motion Passed**

10. (2.9) Contract Price Increase: Dundas Street TVP Active Transportation Connection

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with

respect to the staff report, dated June 11, 2024 related to a Contract Price Increase for the Dundas Street TVP Active Transportation Connection:

- a) Dundas TVP Active Transportation Connection (Tender RFT21-04) construction contract value with L-82 Construction Ltd. BE INCREASED by \$170,000 to \$2,535,763.20 (excluding HST) in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;
- b) the financing for these projects BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these projects; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-F18)

**Motion Passed**

8.2 11th Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 11th Report of the Strategic Priorities and Policy Committee BE APPROVED with the exception of items 3 (2.2) and 7 (4.1).

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Pelosa

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) Asset Management Plans for Agencies, Boards and Commissions

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the City related Agencies, Boards and Commissions' Asset Management Plans:

- a) the report entitled "Asset Management Plans for Agencies, Boards and Commissions" BE RECEIVED for information; and
- b) the "Agencies, Boards and Commissions Asset Management Plans", as appended to the staff report as Appendix "A", BE APPROVED;



it being noted that the London & Middlesex Community Housing Asset Management Plan dated November 2020 will be revised and be brought forward to Municipal Council for review and approval in 2025.

**Motion Passed**

4. (3.1) London & Middlesex Community Housing - 2023 Annual General Meeting of the Shareholder Annual Resolutions (Relates to Bill No. 212)

Motion made by: S. Lewis

That the following actions be taken with respect to the London & Middlesex Community Housing (LMCH):

- a) on the recommendation of the City Manager, the proposed by-law as appended to the staff report dated June 18, 2024 as Appendix "A" entitled "A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing", BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024;
- b) the presentation by P. Squire, Board Chair and P. Chisholm, CEO, London & Middlesex Community Housing BE RECEIVED;
- c) the 2023 Financial Statements BE RECEIVED; and
- d) the 2023 Annual Report - Transformation Vision to Reality BE RECEIVED.

**Motion Passed**

5. (3.2) Housing Development Corporation, London (HDC) - 2023 Annual General Meeting of the Shareholder Annual Resolutions

Motion made by: S. Lewis

That the following actions be taken with respect to the Housing Development Corporation, London:

- a) on the recommendation of the City Manager, the Independent Auditor's Report of KPMG LLP for the Shareholder of Housing Development Corporation, London, dated December 31, 2023, BE RECEIVED;
- b) the 2023 Financial Statements BE RECEIVED; and
- c) the 2023 Year End Report to the Shareholder BE RECEIVED.

**Motion Passed**

6. (3.3) 2025 Growth Management Implementation Strategy (GMIS) Update

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Planning and Economic Development regarding the implementation of The

London Plan growth management policies applicable to the financing of growth-related infrastructure works, the following actions be taken:

a) the 2025 Growth Management Implementation Strategy Update BE APPROVED as appended to the staff report in Appendix 'B'; it being noted that:

- i. Sunningdale SWMF E1 will be rescheduled from 2024 to 2027;
- ii. Stoney Creek SWMF 7.1 will be rescheduled from 2025 to 2027;
- iii. Stoney Creek SWMF 8 will be rescheduled from 2025 to 2028;
- iv. North Lambeth SWMF P2 North will be rescheduled from 2025 to 2028;
- v. North Lambeth SWMF P2 South will be rescheduled from 2025 to 2026;
- vi. Pincombe Drain SWMF P3 West will be rescheduled from 2025 to 2026;
- vii. White Oaks SWMF 3 East will be rescheduled from 2025 to 2026;
- viii. Wharncliffe Road South (Campbell St. to Bostwick Rd.) will be rescheduled from 2027 to 2028;
- ix. Kilally South, East Basin SWM 3 will be rescheduled from 2031 to 2027;
- x. North Lambeth SWMF P1 North will be rescheduled from 2033 to 2029;
- xi. North Lambeth SWMF P1 South will be rescheduled from 2033 to 2029; and
- xii. Kilally Road Two Lane Upgrade (Webster St to Clarke Rd) will be rescheduled from 2030 to 2025;

b) the Capital Budget BE ADJUSTED to reflect the timing changes associated with the projects noted in clause (a) above;

c) the presentation on the added agenda BE RECEIVED;

it being pointed out that the public participation meeting associated with this matter, the following individuals made oral submissions regarding this matter:

- M. Wallace, London Development Institute
- C. Spina.

**Motion Passed**

8. (4.2) Basic Needs Response Plan

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the ~~attached~~ revised June 18, 2024, The Basic Needs Response Plan report:

- a) a one-time funding allocation of up to \$70,500 (excluding HST) BE APPROVED for payment of depot meal program and comfort stations for services delivered in May and June 2024;
- b) the funding reallocation request from Canadian Mental Health Association Thames Valley (CMHA) related to their identified Cold Weather Response surplus of up to \$250,000 (excluding HST) BE

APPROVED to maintain services at The Coffee House located at 371 Hamilton Road up to an additional 6 months;

c) the Encampment Response Option 2, to include year-round depot services and operating until March 31, 2026 to better align with other current services which were approved as part of the stability of the sector report in February 2024 BE REFERRED to a future meeting of the Strategic Priorities and Policy Committee to allow Civic Administration to provide a report on the City of London application for the \$250M of Federal funding for encampments announced April 12, 2024 it being noted the report will provide an update on the status of the Interim Housing Assistance Program (IHAP) funding, confirm the plans for a cold weather response for 2024 and if it will align with the Basic Needs plans, which is seeking funding into July 2025;

d) the direction to find a source of funding including any unspent previously approved sources of funding, including previously allocated Operating Budget Contingency Reserve funds BE REFERRED to a future meeting of the Strategic Priorities and Policy Committee to allow the Civic Administration to provide a report on the City of London application for the \$250M of Federal funding for encampments announced April 12, 2024;

e) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project;

f) the approval given herein BE CONDITIONAL upon the Corporation of the City of London entering into new and/or amending existing Purchase of Service Agreements with agencies identified through the City's Procurement of Goods and Services Policy to deliver the approved services;

g) the Civic Administration BE DIRECTED to report back to a future meeting of the Strategic Priorities and Policy Committee on the existing public washroom facilities across the city, their hours of operation, their locations, their staffing requirements, and information about usage, to allow Council to determine if there is sufficient public washroom access and if the hours of operation align with community programming and our encampment/basic needs services; and

h) the Civic Administration BE DIRECTED to continue the depot meal program until the time of which the Basic Needs Response Plan is approved by Council and to find a source of funding including any unspent previously approved sources of funding, including previously allocated Operating Budget Contingency Reserve funds.

**Motion Passed**

9. (4.3) SS-2024-205 Single Source: Supportive Housing Model at 46 Elmwood Place (Relates to Bill No. 213)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to a SS-2024-205 Single Source: Supportive Housing Model at 46 Elmwood Place:

- a) pursuant to the pre-qualification of Indwell Community Homes under RFPQ-2023-810 – Affordable Housing Development Partners, a single source procurement in accordance with s. 14.4(e) of the Procurement of Goods and Services Policy BE APPROVED to Indwell Community Homes to deliver a 50-unit Highly Supportive Housing project at 46 Elmwood Place that includes a one-time capital contribution up to a limit of \$2,044,964 funded from the Housing Accelerator Fund;
  - b) funding for the initial one-time capital costs referenced in part a), above, BE APPROVED, as outlined in the Source of Financing Report as appended to the staff report dated June 18, 2024 as Appendix "B";
  - c) an annual housing supplement budget BE APPROVED for up to \$500,000 for the Highly Supportive Housing project at 46 Elmwood Place;
  - d) the Civic Administration BE DIRECTED to request funding from the Fund for Change to be provided by the Fund for Change to Indwell Community Homes to fund the estimated one-time operating costs of Indwell Community Homes at an approximate cost of \$1,700,000;
  - e) the Civic Administration BE DIRECTED to seek funding from the Fund for Change to fund the capital request to Indwell Community Homes associated with the re-development of the property for a total estimated amount of up to \$4,000,000;
  - f) the Deputy City Manager, Social and Health Development, or written designate, CONTINUE TO refine the capital and operating budget estimates in (a), (c), (d) and (e) above;
  - g) the recommendation of the Deputy City Manager, Social and Health Development, the proposed by-law as appended to the staff report as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024 to:
    - i) authorize the Deputy City Manager, Social and Health Development to approve and execute agreement(s) between The Corporation of the City of London and Indwell Community Homes to address the capital funding and operational funding;
    - ii) authorize the Deputy City Manager, Social and Health Development to approve and execute any amending agreements between The Corporation of the City of London and Indwell Community Homes that do not require additional funding;
  - h) the Civic Administration BE AUTHORIZED to undertake all other administrative acts necessary in connection with this project;
- it being noted that where delegated authority does not currently exist for agreements associated with the budget estimates noted in (f), the Civic Administration shall seek approval from Council prior to execution and or amendments.

**Motion Passed**

10. (4.4) Consideration of Appointment to RBC Place London Board of Directors

Motion made by: S. Lewis

That Councillor J. Pribil BE APPOINTED to RBC Place London Board of Directors for the term ending November 14, 2026.

**Motion Passed**

11. (5.1) Appointment of Consultant for RFP 2024-113 Community Improvement Plan to Encourage Residential Development Near Transit

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the appointment of a consultant for a Community Improvement Plan to Encourage Residential Development Near Transit:

- a) N. Barry Lyon Consulting, BE APPOINTED Consultant to undertake the said project, in the amount of \$106,280.00 (excluding HST), in accordance with Section 12.2 (b) of the Procurement of Goods and Services Policy;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- c) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and
- d) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations.

**Motion Passed**

3. (2.2) Master Accommodation Plan - Redevelopment of City Hall Campus

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports with the concurrence of the City Manager, the following actions be taken with respect to the Master Accommodation Plan:

- a) the report dated June 18, 2024, titled "Master Accommodation Plan – Redevelopment of City Hall Campus" BE RECEIVED for information;
- b) the Civic Administration BE DIRECTED to initiate a competitive procurement process to implement the Master Accommodation Plan guiding overall space needs and the redevelopment of the existing City Hall Campus site which will accommodate civic administration and governance functions in modernized facilities to support effective service delivery, sustainability, and alternative work strategies; and
- c) the Civic Administration BE DIRECTED to consult with the relevant Agencies, Boards and Commissions with respect to participating in the range of uses in the redevelopment of the City Hall Campus;

it being noted that the Strategic Priorities and Policy Committee received a communication dated June 14, 2024 from C. Butler and a communication dated June 14, 2024 from J. M. Fleming, Principal, City Planning Solutions.

Yeas: (9): Mayor J. Morgan, H. McAlister, S. Lewis, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, and D. Ferreira

Nays: (5): P. Cuddy, S. Stevenson, J. Pribil, P. Van Meerbergen, and S. Hillier

Absent: (1): E. Pelosa

**Motion Passed (9 to 5)**

Motion made by: P. Cuddy

Seconded by: S. Stevenson

That the following actions be taken with respect to the report dated June 18, 2024, titled "Master Accommodation Plan - Redevelopment of City Hall Campus:

a) items b) and c) BE REFERRED to the September 17, 2024 meeting of the Strategic Priorities and Policy Committee meeting for consideration;

"b) the Civic Administration BE DIRECTED to initiate a competitive procurement process to implement the Master Accommodation Plan guiding overall space needs and the redevelopment of the existing City Hall Campus site which will accommodate civic administration and governance functions in modernized facilities to support effective service delivery, sustainability, and alternative work strategies; and

c) the Civic Administration BE DIRECTED to consult with the relevant Agencies, Boards and Commissions with respect to participating in the range of uses in the redevelopment of the City Hall Campus;"

b) the Civic Administration BE DIRECTED to:

a) reach out to relevant agencies, boards and commissions to ascertain their desire to explore co-location in a future centralized City Hall facility;

b) that any further action relating to expanding the existing City Hall onto the adjacent campus lands BE DEFERRED until:

i) a review of the conversion of City Hall lands from commercial to residential related to proposed municipal space alternatives to the current City Hall campus has been completed;

ii) any unsolicited proposals that have been formally received by the City prior to this Council meeting of June 25, 2024 are evaluated in accordance with the City's established unsolicited proposal process; and,

iii) the Civic Administration report back on those unsolicited proposals and compare the strengths and weaknesses of such proposals relative to the option of expanding on the City Hall campus, considering such matters as: cost, time requirement, suitability for accommodating a centralized City Hall facility, spin-off economic impact, contribution to downtown revitalization, creation of housing supply, downtown safety and security, and any additional considerations that staff believe are important to consider

Motion made by: S. Stevenson

Seconded by: P. Cuddy

That Council rise and go into Council, In Closed Session, for the purpose of considering the following:

(ADDED) Solicitor-Client Privilege

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose with respect to the Master Accommodation Plan - Redevelopment of City Hall Campus and the communication dated June 14, 2024 from J. M. Fleming, Principal, City Planning Solutions regarding an unsolicited proposal for a city-owned City Hall facility on the Market Block in Downtown London. (6.1/11/SPPC)

Yeas: (10): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, and S. Hillier

Nays: (4): H. McAlister, S. Trosow, S. Franke, and D. Ferreira

Absent: (1): E. Pelosa

**Motion Passed (10 to 4)**

Council convenes In Closed Session, from 2:22 PM to 3:24 PM

Motion made by: P. Cuddy

Seconded by: S. Stevenson

That the following actions be taken with respect to the report dated June 18, 2024, titled "Master Accommodation Plan – Redevelopment of City Hall Campus:

a) items b) and c) BE REFERRED to the September 17, 2024 meeting of the Strategic Priorities and Policy Committee meeting for consideration:

"b) the Civic Administration BE DIRECTED to initiate a competitive procurement process to implement the Master Accommodation Plan guiding overall space needs and the redevelopment of the existing City Hall Campus site which will accommodate civic administration and governance functions in modernized facilities to support effective service delivery, sustainability, and alternative work strategies; and

c) the Civic Administration BE DIRECTED to consult with the relevant Agencies, Boards and Commissions with respect to participating in the range of uses in the redevelopment of the City Hall Campus;"

b) the Civic Administration BE DIRECTED to:

a) reach out to relevant agencies, boards and commissions to ascertain their desire to explore co-location in a future centralized City Hall facility;

b) that any further action relating to expanding the existing City Hall onto the adjacent campus lands BE DEFERRED until:

i) a review of the conversion of City Hall lands from commercial to residential related to proposed municipal space alternatives to the current City Hall campus has been completed;

Yeas: (7): S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (7): Mayor J. Morgan, H. McAlister, S. Trosow, C. Rahman, A. Hopkins, S. Franke, and D. Ferreira

Absent: (1): E. Pelosa

**Motion Failed (7 to 7)**

Motion made by: P. Cuddy  
Seconded by: S. Stevenson

Motion to approve the following:

b) that any further action relating to expanding the existing City Hall onto the adjacent campus lands BE DEFERRED until:

ii) any unsolicited proposals that have been formally received by the City prior to this Council meeting of June 25, 2024 are evaluated in accordance with the City's established unsolicited proposal process; and,

iii) the Civic Administration BE DIRECTED to report back on those unsolicited proposals and compare the strengths and weaknesses of such proposals relative to the option of expanding on the City Hall campus, considering such matters as: cost, time requirement, suitability for accommodating a centralized City Hall facility, spin-off economic impact, contribution to downtown revitalization, creation of housing supply, downtown safety and security, and any additional considerations that staff believe are important to consider

Yeas: (4): J. Pribil, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (10): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, S. Trosow, C. Rahman, A. Hopkins, S. Franke, and D. Ferreira

Absent: (1): E. Pelosa

**Motion Failed (4 to 10)**

Item 3, clause 2.2, as approved, reads as follows:

That, on the recommendation of the Deputy City Manager, Finance Supports with the concurrence of the City Manager, the following actions be taken with respect to the Master Accommodation Plan:

a) the report dated June 18, 2024, titled "Master Accommodation Plan – Redevelopment of City Hall Campus" BE RECEIVED for information;

b) the Civic Administration BE DIRECTED to initiate a competitive procurement process to implement the Master Accommodation Plan guiding overall space needs and the redevelopment of the existing City Hall Campus site which will accommodate civic administration and governance functions in modernized facilities to support effective service delivery, sustainability, and alternative work strategies; and

c) the Civic Administration BE DIRECTED to consult with the relevant Agencies, Boards and Commissions with respect to participating in the range of uses in the redevelopment of the City Hall Campus;

it being noted that the Strategic Priorities and Policy Committee received a communication dated June 14, 2024 from C. Butler and a communication dated June 14, 2024 from J. M. Fleming, Principal, City Planning Solutions.

7. (4.1) London's Health & Homelessness Whole of Community System Response - Proposed Community Encampment Response Plan



At 4:13 PM, His Worship Mayor J. Morgan, places Councillor C. Rahman in the Chair.

At 4:18 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following actions be taken with respect to the London's Health & Homelessness Whole of Community System Response Proposed Community Encampment Response Plan report:

a) the "The Saving Lives, Alleviating Suffering, & Building a Healthy, Strong, & Safe Community for All" - London's Health & Homelessness Response: Community Encampment Response Plan as appended to the staff report dated June 18, 2024 as Schedule 1 BE ENDORSED, with the following amended guidelines contained on page 36:

- On or within 150 metres of an elementary school or children daycare centre;
- On or within 100 metres of a playground, pool, waterpark, or any spray pad;
- Within 100 metres of any private residential property line with a habitable dwelling as per the Building Code;
- On or within 100 metres of any sports fields, inclusive of but not limited to, skateboard parks, fitness amenities, golf courses, ball diamonds, soccer pitches, tennis courts, or any other sports or multi-use courts, as well as stadiums, dugouts, stages, and bleachers;

b) the report BE RECEIVED for information; and

c) the memo dated June 13, 2024 from the Deputy City Manager, Social Health Development regarding Community Encampment Response Plan: Community Feedback BE RECEIVED;

it being noted that the Strategic Priorities and Policy Committee received a presentation from C. McDonald, Director of Service, London Cares and G. Nash, Director, Complex Urban Health, London InterCommunity Health Centre with respect to this matter.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): S. Stevenson

Absent: (1): E. Pelosa

**Motion Passed (13 to 1)**

### 8.3 10th Report of the Planning and Environment Committee

Motion made by: S. Lehman

That the 10th Report of the Planning and Environment Committee BE APPROVED with the exception of items 3 (2.2), 6 (2.4), 13 (3.7), 14 (3.8), and 15 (3.9).

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Pelosa

**Motion Passed (14 to 0)**

Motion made by: P. Cuddy  
Seconded by: S. Stevenson

That Council recess at this time for 10 minutes.

**Motion Passed**

The Council recesses at 4:25 PM and reconvenes at 4:37 PM.

1. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 6th Meeting of the Ecological Community Advisory Committee

Motion made by: S. Lehman

That the 6th Report of the Ecological Community Advisory Committee, from its meeting held on May 16, 2024 BE RECEIVED for information.

**Motion Passed**

4. (2.3) Withdrawn - Appointment of Consultant for RFP 2024-113 Community Improvement Plan to Encourage Residential Development near Transit

Motion made by: S. Lehman

That the item entitled "Appointment of Consultant for RFP 2024-113 Community Improvement Plan to Encourage Residential Development near Transit" BE WITHDRAWN.

**Motion Passed**

5. (2.5) 2023 Annual Report on Building Permit Fees

Motion made by: S. Lehman

That the staff report dated June 11, 2024 entitled "Annual Report on Building Permit Fees" BE RECEIVED for information. (2024-P10)

**Motion Passed**

7. (3.1) Community Improvement Plans Review for Increasing Affordable Housing

Motion made by: S. Lehman

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the Community Improvement Plans Review for Increasing Affordable Housing:

- a) the Civic Administration BE DIRECTED to amend the Affordable Housing Community Improvement Plan to:
  - i) update the definitions of affordability (Consultant Recommendation #1); and,
  - ii) review and update the CIP's goals and objectives (Consultant Recommendation #2);
- b) the Civic Administration BE DIRECTED to report back on the financial implications of amending the Affordable Housing Community Improvement Plan and its Financial Incentive Program Guidelines to:
  - i) introduce the following new financial incentive programs (Consultant Recommendation #4):
    - A) tax Increment Equivalent Grant Program (Consultant Recommendation #5);
    - B) Capital Grant Program (Consultant Recommendation #6);
    - C) Municipal Fee Exemption Program (Consultant Recommendation #9);
    - D) Pre-Construction Grant Program (Consultant Recommendation #10);
  - ii) amend the existing Additional Residential Unit (ARU) Loan Program to introduce a forgivable loan (Consultant Recommendation #7) and create an ARU grant pilot project (Consultant Recommendation #8); and,
  - iii) introduce a Land Banking and Disposal Program (Consultant Recommendation #11);
- c) the Civic Administration BE DIRECTED to undertake the following recommendations to support the Affordable Housing CIP's implementation and the construction of affordable housing:
  - i) review and report back on the coordination and program delivery of affordable housing programs across the Corporation of the City of London (Consultant Recommendation #12); and,
  - ii) amend the Affordable Housing CIP to implement performance targets and monitor them (Consultant Recommendation #13);
- d) the Civic Administration BE DIRECTED to report back on the following recommendation that falls outside of the legislated authority of a Community Improvement Plan:
  - i) assign City staff as a concierge to act as consistent point of contact for affordable housing project proponents to help navigate City approval processes (Consultant Recommendation #18);
- e) the report titled "Community Improvement Plan Review for Increasing Affordable Housing Supply" from Tim Welch Consulting Inc. (Appendix "A") BE RECEIVED;

it being noted that Consultant Recommendation:

- #3 requires no action from Civic Administration because the Affordable Housing community improvement project area is already the entire municipality;

- #15 requires no action because introducing affordable housing minimums would have a negative impact on the existing housing-related financial incentive programs; and,
- #16 (investigate updating the Zoning-By-law to allow for affordable housing citywide without the need for a Zoning By-law Amendment) will be forwarded to the ReThink Zoning project;

it being noted that the Planning and Environment Committee heard a presentation by T. Welch, TWC, with respect to these matters;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-S11)

### **Motion Passed**

8. (3.2) 1944 Bradley Avenue (Z-9724) (Relates to Bills No. 217 and 231)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Martin Quarcoopome c/o Weston Consulting, relating to the property located at 1944 Bradley Avenue:

- a) the proposed by-law appended to the staff report dated June 11, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024 to amend the Official Plan, The London Plan, to AMEND Map 3 – Street Classifications to ADD a Neighbourhood Connector Street Classification;
- b) the proposed by-law appended to the staff report dated June 11, 2024 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject lands FROM an Urban Reserve (UR4) Zone and an Environmental Review ER Zone TO a Holding Residential R1 Special Provision (h-17•R1-3( )) Zone; a Holding Residential R4 Special Provision (h-17•R4-6( )) Zone; a Holding Residential R6 Special Provision (h-17•R6-5( )) Zone; an Open Space (OS1) Zone; and an Open Space (OS5) Zone;
- c) the Approval Authority BE ADVISED that the following issues were raised through the application review process for the property located at 1944 Bradley Avenue:
  - i) the development be condensed to allow for more green space; and,
  - ii) the noise and smell from nearby farm uses be taken into consideration;
- d) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed plan of residential subdivision submitted by Martin Quarcoopome c/o Weston Consulting on behalf of Elite Bradley Developments Inc., consisting of 47 single detached residential lots; 20 street townhouse blocks; one (1) cluster townhouse block; one (1) park block; one (1) hydro corridor block; one (1) open space buffer block; one (1) open space block; four (4) 0.3 metre reserve blocks; served by four (4) new streets, subject to draft plan conditions as recommended by the Approval Authority (File No. 39T-23505);

it being further noted that the Planning and Environment Committee received the following communication with respect to these matters:

- a presentation from Martin Quarcoopome, Weston Consulting;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with these matters:

- M. Quarcoopome; and,
- A.M. Valastro;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendments are consistent with the Provincial Policy Statement 2020 which promote densities that efficiently use land, resources, and infrastructure, and neighbourhoods that foster social interaction, facilitate active transportation and community connectivity;
  - the recommended amendments conform to the policies of The London Plan, including, but not limited to, the Neighbourhoods Place Type, City Building and Design, Environmental, Our Tools, and all other applicable policies of The London Plan;
- the recommended amendments are appropriate and compatible with existing and future land uses surrounding the subject lands;
- the recommended zoning will support the proposed Draft Plan of Subdivision and facilitate an appropriate form, height, and mix of residential development in conformity with The London Plan, as amended;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-D09)

### **Motion Passed**

9. (3.3) 1806 Avalon Street (Z-8283) (Relates to Bill No. 232)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Darryl Neville, relating to the property located at 1806 Avalon Street, known legally as Concession 1, Part Lot 5 Registered Plan No. 33R6847 Parts 2 to 4:

- a) the proposed by-law appended to the staff report dated June 11, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Special Provision Residential R2 (R2-1(9)) Zone and a Special Provision Residential R2 (R2-3(3)) Zone TO a Holding Residential R6 Special Provision (h-65\*R6-5 ( )) Zone;
- b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
  - i) provide pedestrian connectivity through the site from all units to the public street;
  - ii) provide adequate landscaped open space and outdoor amenity areas to serve the needs of the residents of the proposed development;

- iii) provide enhanced tree planting;
- iv) reduce oversupply of visitor parking to provide additional outdoor amenity areas;
- v) reduce driveway widths to provide additional landscaped open space;
- vi) require the completion of an updated Noise and Vibration Study to confirm the requirements to mitigate negative impacts from the rail line and ensure public safety;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with these matters:

- D. Murphy, Siv-ik Planning and Design; and,
- G. Horchover;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS), which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to The London Plan, including but not limited to the Key Directions, City Building policies, and the Neighbourhoods Place Type policies;
- the recommended amendment would permit an appropriate form of development at an intensity that is appropriate for the site and the surrounding neighbourhood; and,
- the recommended amendment contributes to the range and mix of housing options within the area;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-D09)

### **Motion Passed**

10. (3.4) Demolition Request for Heritage Listed Property – 520 South Street

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the demolition request for the house on the heritage listed property at 520 South Street:

- a) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the house on the property; and,
- b) the property located at 520 South Street BE REMOVED from the Register of Cultural Heritage Resources;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with these matters:

- S. Rasanu, Strik Baldinelli Moniz Ltd.;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-R01)

**Motion Passed**

11. (3.5) 367 Springbank Drive (Z-9722) (Relates to Bill No. 233)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Kanwal Dentistry Professional Corporation, relating to the property located at 367 Springbank Drive:

- a) the proposed by-law appended to the staff report dated June 11, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R2/Office Conversion (R2-2/OC4) Zone, TO an Arterial Commercial Special Provision (AC2(\_)) Zone;
- b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
  - i) as parking exceeds minimum requirements the applicant is encouraged to convert spaces for additional outdoor amenity space;
  - ii) specify the location of the medical/dental waste; and,
  - iii) relocate the proposed bicycle parking;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with these matters:

- D. French, Story Samways Planning Ltd.;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the policies of The London Plan, including but not limited to the Key Directions and Urban Corridor Place Type; and,
- the recommended amendment would facilitate the establishment of office and residential uses that are appropriate for the context of the site;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-D09)

**Motion Passed**

12. (3.6) 1151 and 1163 Richmond Street (Z-9723)

Motion made by: S. Lehman

That the public comments BE RECEIVED;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with these matters;

- B. Samuels; and,
- K. Galil;

it being noted that a revised recommendation with respect to these matters was received;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-D09)

**Motion Passed**

16. (3.10) Amendments to Fees Under the Building Code Act, Building Permit Fees By-law B-7 Amendment (Relates to Bill No. 214)

Motion made by: S. Lehman

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to Amendments to Fees and Charges under the Building Code Act, Building Permit Fees By-law Amendment:

- a) the proposed by-law appended to the staff report dated June 11, 2024 as Schedule "A" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024, to amend Building Permit Fees By-Law B-7 by repealing and replacing Schedule "A"; and,
- b) the Civic Administration BE DIRECTED to continue annual inflationary increases for fees as outlined in Schedule "A":
- c) the Civic Administration BE DIRECTED to restructure and phase-in the following building permit fee increases annually, in addition to annual inflationary increases noted in b), starting in 2024:
  - i) Townhouses - 2.1%;
  - ii) Apartments - 5.0%;
  - iii) Group A (Assembly) - 1.4%; and,
  - iv) Group E (Mercantile) - 4.0% (finished) and 5.5% (shell);
- d) the Civic Administration BE DIRECTED to increase all minimum fees by 21%; and,
- e) Schedule "B" of the staff report dated June 11, 2024 BE RECEIVED for information;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with these matters:

- M. Wallace, Executive Director, London Development Institute;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-P10)

**Motion Passed**



17. (4.1) School Block Acquisitions

Motion made by: S. Lehman

That the Civic Administration BE DIRECTED to provide information and associated recommended actions on school block acquisitions and report back to the Planning and Environment Committee in Q4 of 2024, including, but not limited to:

- a) background on the acquisition of blocks for the purposes of a school in the context of Planning Act applications;
- b) a status update on all unacquired Blocks identified in approved Planning Act applications identified for possible School Blocks; and,
- c) provide options for Council's consideration to provide the School Board(s) with additional flexibility in acquiring School blocks in future Planning Act applications;

it being noted that the Planning and Environment Committee received the following communications with respect to these matters:

- a communication dated June 6, 2024 from Councillor C. Rahman and Mayor J. Morgan; and,
- a communication dated June 4, 2024 from B. Mai, Chair of the Board, Thames Valley District School Board.

**Motion Passed**

18. (5.1) Deferred Matters List

Motion made by: S. Lehman

That the June 3, 2024 Deferred Matters List BE RECEIVED. (2024-D19)

**Motion Passed**

19. (5.2) 6th Meeting of the Community Advisory Committee on Planning

Motion made by: S. Lehman

That the 6th Report of the Community Advisory Committee on Planning, from its meeting held on June 5, 2024, BE RECEIVED for information.

**Motion Passed**

3. (2.2) Planning & Development and Building Monthly Housing Update – 2024 Year-To-Date

Motion made by: S. Lehman

That the staff report dated June 11, 2024 entitled "Planning and Development and Building Monthly Housing Update - 2024 Year-To-Date" BE RECEIVED for information. (2024-S11)

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Pelosa

**Motion Passed (14 to 0)**

6. (2.4) Heritage Alteration Permit Application – 332 St. James Street – Bishop Hellmuth Heritage Conservation District (HAP23-107-L)

Motion made by: S. Lehman

That the Heritage Alteration Permit application under Section 42 of the Ontario Heritage Act relating to the property located at 332 St. James Street BE APPROVED;

it being noted that the Planning and Environment Committee heard a verbal delegation from G. Keene, with respect to these matters;

it being further noted that the Planning and Environment Committee received the following communications with respect to these matters:

- a request for delegation status and communication dated June 6, 2024 from G. Keane;
- a communication dated June 6, 2024 from M. Ross;
- a communication dated June 6, 2024 from J. Brown; and,
- a communication dated June 8, 2024 from J. Byrne;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-R01)

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Nays: (2): S. Trosow, and A. Hopkins

Absent: (1): E. Pelosa

**Motion Passed (12 to 2)**

13. (3.7) 735 Southdale Road West (OZ-9567) (Relates to Bills No. 218 and 234)

Motion made by: S. Lehman

That the following actions be taken with respect to the application by Royal Premier Homes, relating to the property located at 735 Southdale Road West:

- a) the proposed ~~attached~~, revised by-law as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024, to amend the Official Plan, The London Plan Policy 1565\_5, List of Secondary Plans - Southwest Area Secondary Plan by adding a special policy to Section 4.1 iv) a) i) Residential Development Intensity Adjacent to Urban Thoroughfares, Civic Boulevards, Rapid Transit Boulevards, and Main Streets – Function and Purpose to permit a density of 231 units per hectare and a maximum height of 12 storeys (39 metres);

b) the proposed ~~attached~~, revised by-law as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Holding Residential R5, R6, and R8 Zone (h-2\*h-30\*h-53\*h-75\*R5-2/R6-4/R8-4) Zone, TO a Holding Residential R5, R6, R8 (h-213\*R5-2/R6-4/R8-4(\_)) Zone and Open Space (OS5) Zone with the following special provisions:

- i) Front Yard Setback – 1 metre (Minimum);
- ii) Rear Yard Setback – 20 metres (Minimum) where lands abuts a Residential or Urban Reserve Zone;
- iii) Rear Yard Setback – 0 metres (Minimum) where lands abuts an Open Space (OS5) Zone, with a 30 metre buffer from the existing wetland feature;
- iv) Interior Side Yard Setback – 10 metres (Minimum);
- v) Lot Coverage – 27% (Minimum);
- vi) Height – 12 storeys or 38 metres, whichever is shorter (Maximum);
- vii) Density – 231 units per hectare (Maximum);

c) pursuant to subsection 34(17) of the Planning Act, no further notice be given;

it being further noted that the Planning and Environment Committee received the following communications with respect to these matters:

- a communication dated June 5, 2024 from M. Frijia, Vice President, Southside Group; and,
- a communication dated June 6, 2024 from K. Crowley, Senior Planner and H. Froussios, Principal Planner, Zelinka Priamo Ltd.;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with these matters:

- K. Crowley, Zelinka Priamo Ltd.;
- A. Nelson; and,
- A.M. Valastro;

it being further noted that the Municipal Council approves this application for the following reasons:

- the requested amendment is not consistent with the Provincial Policy Statement 2020; and,
- the requested amendment would permit development that is not considered appropriate and compatible with the existing and future land uses surrounding the subject lands;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-D09)

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Nays: (2): S. Trosow, and A. Hopkins

Absent: (1): E. Pelosa

**Motion Passed (12 to 2)**

14. (3.8) 323 Oxford St West, 92 and 825 Proudfoot Lane (Z-9416) (Relates to Bills No. 219 and 235)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Sam Katz Holdings Inc., relating to the properties located at 323 Oxford Street West, 92 and 825 Proudfoot Lane:

- a) the proposed by-law appended to the staff report dated June 11, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024, to amend the Official Plan, The London Plan to:
- i) REVISE the Specific Policy 864B\_ in the Rapid Transit and Urban Corridor Place Types, located at 323 Oxford Street West to permit development with a maximum height of 18 storeys (60 metres);
  - ii) REVISE the Specific Policy 1066\_ in the Neighbourhoods Place Type, located at 323 Oxford Street West to permit development with a maximum height of 6 storeys (20 metres) and permit development with a maximum height of 13 storeys (40 metres) at 92 Proudfoot Lane and 825 Proudfoot Lane;
  - iii) REVISE the Specific Policy 1067\_ in the High-Density Residential Overlay (from 1989 Official Plan), located at 323 Oxford Street West to permit development with a maximum height of 14 storeys (46 metres) and permit a maximum height of 13 storeys (40 metres) at 92 Proudfoot Lanes; and,
  - iv) REVISE the Specific Policy 1067A\_ in the High-Density Residential Overlay (from 1989 Official Plan), to permit development with a maximum height of 16 storeys (51 metres) only on the portion of the site that is south of Westfield Drive and east of Beaverbrook Drive;
- b) the proposed by-law appended to the staff report dated June 11, 2024 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Holding Residential R5/R6/R7/R8 (h-1•R5-3/R6-5/R7•D75•H13/R8-4), Residential R5/R6/R7/R8, Neighbourhood Facility (R5-3/R6-5/R7•D75•H13/R8-4/NF1), Holding Residential R8 (h-1•R8-4), Holding Residential Special Provision R8 (h-1•R8-4(9)), Residential R9 (R9-7•H40), Residential R9 (R9-7•H46), Holding Residential Special Provision R9 (h-1•R9-3(8)•H22), Open Space (OS1), and Open Space (OS4) Zone TO a Holding Residential R5 Special Provision (h-80•h-100•R5-7(\*\*)•D75•H13), Holding Residential R9 Special Provision/Neighbourhood Shopping Area (h-80•h-100•R9-7(\*\*)•D305•H60/NSA3), Holding Residential R9 Special Provision (h-80•h-100•R9-7(\*\*)•D242•H46), Holding Residential R9 Special Provision (h-80•h-100•R9-7(\*\*)•D230•H20), Holding Residential R9 Special Provision/Neighbourhood Facility(h-18•R9-7(\*\*)•D240•H40/NF), Holding Residential R9 Special Provision (h-18•h-80•h-100•R9-7(\*\*)•D200), Open Space (OS1), and Open Space (OS5) Zone BE APPROVED;
- c) the Approval Authority BE ADVISED that the following issues were raised at the public participation meeting:
- i) there is no significant woodlot on the property;
  - ii) people have lost their homes through expropriation to recreate Mud Creek;
  - iii) construction of the stormwater drain has disrupted nesting activities of migratory birds, fish spawning habitat;

- iv) the clear cutting of trees has disrupted bat habitat, which are currently listed at risk in Ontario as well as white tailed deer;
  - v) provide an annual report on monitoring the impact to wildlife that have been displaced;
  - vi) believes the removal of the community garden in Block 1 is detrimental to the seniors living there;
  - vii) increase in traffic, noise, speeding and accidents;
  - viii) increase in GHG emissions that remove vegetation and increases car emissions;
  - ix) flooding risks; and,
  - x) protect and retain the farmland;
- d) the Approval Authority BE REQUESTED to consider the following transportation and servicing matters:
- i) update the Transportation Impact Study and implement recommendations into future Site Plan Applications;
  - ii) consider the review of a Traffic Impact Study that addresses the cumulative development impacts and potential cut through traffic; and,
  - iii) ensure planned and future municipal infrastructure projects are coordinated with this development;
- e) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
- i) provide adequate landscaped open space and outdoor amenity areas. to serve the needs of the residents of the proposed development;
  - ii) provide enhanced tree planting;
  - iii) consider the provision of short-term bicycle parking; and,
  - iv) consider providing an enhanced landscaped view corridor and amenity space south of Westfield Drive; and,
- f) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed plan of residential subdivision, submitted by Sam Katz Holdings Inc., (File No. 39T-21505), updated February 13, 2024, which shows a draft plan of subdivision consisting of three (3) medium density residential blocks; four (4) high density blocks; four (4) one-foot reserve blocks; serviced by four (4) local streets (Streets A, B, Beaverbrook Avenue, and Westfield Drive);

it being further noted that the Planning and Environment Committee received the following communications with respect to these matters:

- a communication dated May 24, 2024 from C. Kuijpers and B. Hannink;
- a communication dated June 5, 2024 from T. de Vries;
- a communication dated June 5, 2024 from Mr. and Mrs. G. Dyson;
- a communication dated June 4, 2024 from E. Prentice;
- a communication dated June 3, 2024 from S. Smith;
- a communication dated June 6, 2024 from M. Kuijpers;
- a communication dated May 24, 2024 from J. Cox;
- a communication dated June 9, 2024 from A. Johnson;
- a communication dated June 9, 2024 from A.M. Valastro; and,
- a communication dated June 10, 2024 from J. Woodyer, Campaigns Director, Zoocheck;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with these matters:

- J. Katz, Sam Katz Development;
- A.M. Valastro;
- Resident;
- K. Kuijpers;
- A. Johnson; and,
- M. McClure;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement (PPS), 2020, that encourages higher density residential development within transit supportive areas. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended zoning conforms to the policies of The London Plan, including, but not limited to, the Neighbourhoods Place Type, Green Space Place Type, Rapid Transit Corridor, City Building and Design, Our Tools, and all other applicable policies of The London Plan;
- the proposed zoning will permit development that is considered appropriate and compatible with the existing and future land uses surrounding the subject lands; and,
- the recommended zoning amendments will support the proposed Draft Plan of Subdivision and facilitate an appropriate form and mix of medium and high-density residential development that conforms to The London Plan;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-D09)

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): S. Trosow

Absent: (1): E. Peloza

### **Motion Passed (13 to 1)**

At 5:14 PM, His Worship Mayor J. Morgan, places Councillor C. Rahman in the Chair.

At 5:18 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: D. Ferreira

Seconded by: S. Franke

That pursuant to section 9.6 of the Council Procedure By-law, Councillor S. Trosow BE PERMITTED to speak an additional 4 minutes with respect to this matter.

### **Motion Passed**

15. (3.9) Draft Land Needs Assessment of The London Plan (O-9595) (Relates to Bill No. 220)

Motion made by: S. Lehman

Seconded by: A. Hopkins

That, the following actions be taken with respect to the Sections 17(22) of the Planning Act, R.S.O. 1990, c. P.13 and section 26 Official Plan Review of The London Plan and Land Needs Assessment, as amended:

a) the proposed attached, revised by-law as Schedules 3 to 10, in Appendix "A" and related mapping in Appendix "F" to adopt the schedules as part of the Sections 17(22) and 26 Review, as amended, of The London Plan, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024 and BE FORWARDED to the Ministry of Municipal Affairs and Housing for approval;

i) Official Plan Amendment Schedule 7 of Appendix A, in clause a) be amended with the following Specific Area Policy, as follows:

( ) Southwest Hyde Park Road and Fanshawe Park Road  
In the Neighbourhood Place Type at 1790, 1828 & 1848 Blue Heron Drive, 1510 & 1568 Woodcock Street, 1605 Woodcock Place and 1640 Fanshawe Park Road West, in addition to the standard range of permitted uses and intensities within this Place Type, the following may be permitted on any street classification: fourplexes and stacked townhomes up to four storeys and mid-rise apartment buildings of up to eight storeys. Mixed-use buildings will be permitted. The provision of necessary residential amenities to create a strong neighbourhood environment will be considered through all future planning processes. The range of Commercial Industrial Uses currently permitted on the lands at 1640 Fanshawe Park Road West will continue to be permitted until such time these lands are redeveloped for Neighbourhood Place Type uses at a future date.

( ) 1640 Fanshawe Park Road West  
In the Neighbourhoods Place Type located at 1640 Fanshawe Park Road West a building supply outlet, building or contracting establishment, home improvement and furnishing store, warehouse establishment, and manufacturing and assembly industries with related sales may be permitted in addition to the use permitted in the Place Type.

Map 7 – Specific Policy Areas, to the Official Plan, The London Plan, for the City of London Planning Area is amended by adding a Specific Policy Area for the lands located at 1790, 1828 & 1848 Blue Heron Drive, 1510 & 1568 Woodcock Street, 1605 Woodcock Place and 1640 Fanshawe Park Road West in the City of London, as indicated on "Schedule 1" Appendix F.

b) the Minister of Municipal Affairs and Housing BE ADVISED that Municipal Council declares that the schedules, above, under Sections 17(22) and 26 Review of The London Plan does not conflict with provincial plans, has regard to the matters of provincial interest, and is consistent with the Provincial Policy Statement;

c) the draft Land Needs Assessment (Community Growth) appended to the staff report dated June 11, 2024 as Appendix "B" BE RECEIVED and that Civic Administration be directed to undertake further consultation with the community and development industry, and during future meetings of the Housing Supply Reference Group, and that the Vacant Lands Inventory analysis be reviewed with respect to unresolved flood plain mapping issues with UTRCA;

it being further noted that the Planning and Environment Committee received the following communications with respect to these matters:

- a communication dated May 28, 2024 from J.M. Fleming, Principal, City Planning Solutions;
- the staff presentation;
- a revised by-law for Appendix “F”;
- a communication from Deputy Mayor and Ward 2 Councillor S. Lewis and PEC Chair and Ward 8 Councillor S. Lehman;
- a communication dated June 5, 2024 from S. Stapleton, Vice President, Auburn Developments; and,
- a communication dated June 10, 2024 from P. Masschelein, Senior Vice President, Neighbourhood Developments, Sifton Properties Limited;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with these matters:

- M. Wallace, Executive Director, London Development Institute;
- S. Levin;
- R. Mino-Leahan, KLM Planning;
- A.M. Valastro;
- J.M. Fleming, Principal, City Planning Solutions;
- S. Stapleton, Auburn Developments;
- J. Kudelka, J2 Bouldering;
- P. Masschelein, Sifton Properties Limited;
- P. Norman, Altis Group; and,
- A. Shenouda, S.E.M. Construction;

it being further noted that the Municipal Council approves this application for the following reasons:

- Municipal Council approval of Phase 1A of the Official Plan Review of The London Plan is consistent with the provisions of the Planning Act, section 26; and,
- the recommended changes of Industrial lands to other non-Industrial Place Types in the London Plan is consistent with the policies of the Provincial Policy Statement, 2020, and conforms with the policies of The London Plan.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): S. Trosow

Absent: (1): E. Pelozza

**Motion Passed (13 to 1)**

Motion made by: S. Lehman

Seconded by: S. Stevenson

That the motion BE AMENDED to include reference to section 17(22) of the of the *Planning Act*, R.S.O. 1990, c. P.13.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Pelozza

**Motion Passed (14 to 0)**



Motion made by: S. Lehman

Seconded by: S. Stevenson

Motion to approve the following:

e) the Civic Administration BE DIRECTED to engage a third - party economic consultant to undertake a housing supply marketplace analysis, including engagement with the Housing Supply Reference Group and a review of the Vacant Lands Inventory, and provide recommendations on the land supply required to meet Council's provincial housing supply pledge;

Yeas: (9): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (5): H. McAlister, S. Trosow, A. Hopkins, S. Franke, and D. Ferreira

Absent: (1): E. Pelozza

**Motion Passed (9 to 5)**

Motion made by: S. Lewis

Seconded by: P. Cuddy

That pursuant to section 11.10 of the Council Procedure By-law, Council BE PERMITTED to proceed beyond 6:00 PM.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Pelozza

**Motion Passed (14 to 0)**

Motion made by: S. Lehman

Seconded by: S. Stevenson

Motion to approve the following:

d) notwithstanding the Council-approved corporate growth projections for 2021-2051, the 2023 Ministry of Finance population projections BE ENDORSED for use as the basis for the Land Needs Assessment of The London Plan and Urban Growth Boundary Review, subject to further consultation with the Housing Supply Reference Group, the findings of the third-party economic consultant identified in clause e), below and review by Municipal Council at a future meeting of PEC; and,

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Nays: (2): S. Trosow, and A. Hopkins

Absent: (1): E. Pelozza

**Motion Passed (12 to 2)**

Item 15, clause 3.9, as approved, reads as follows:

That, the following actions be taken with respect to the Sections 17(22) of the Planning Act, R.S.O. 1990, c. P.13 and section 26

Official Plan Review of The London Plan and Land Needs Assessment, as amended:

a) the proposed attached, revised by-law as Schedules 3 to 10, in Appendix "A" and related mapping in Appendix "F" to adopt the schedules as part of the Sections 17(22) and 26 Review, as amended, of The London Plan, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024 and BE FORWARDED to the Ministry of Municipal Affairs and Housing for approval;

i) Official Plan Amendment Schedule 7 of Appendix A, in clause a) be amended with the following Specific Area Policy, as follows:

(\_) Southwest Hyde Park Road and Fanshawe Park Road  
In the Neighbourhood Place Type at 1790, 1828 & 1848 Blue Heron Drive, 1510 & 1568 Woodcock Street, 1605 Woodcock Place and 1640 Fanshawe Park Road West, in addition to the standard range of permitted uses and intensities within this Place Type, the following may be permitted on any street classification: fourplexes and stacked townhomes up to four storeys and mid-rise apartment buildings of up to eight storeys. Mixed-use buildings will be permitted. The provision of necessary residential amenities to create a strong neighbourhood environment will be considered through all future planning processes. The range of Commercial Industrial Uses currently permitted on the lands at 1640 Fanshawe Park Road West will continue to be permitted until such time these lands are redeveloped for Neighbourhood Place Type uses at a future date.

(\_) 1640 Fanshawe Park Road West  
In the Neighbourhoods Place Type located at 1640 Fanshawe Park Road West a building supply outlet, building or contracting establishment, home improvement and furnishing store, warehouse establishment, and manufacturing and assembly industries with related sales may be permitted in addition to the use permitted in the Place Type.

Map 7 – Specific Policy Areas, to the Official Plan, The London Plan, for the City of London Planning Area is amended by adding a Specific Policy Area for the lands located at 1790, 1828 & 1848 Blue Heron Drive, 1510 & 1568 Woodcock Street, 1605 Woodcock Place and 1640 Fanshawe Park Road West in the City of London, as indicated on "Schedule 1" Appendix F.

b) the Minister of Municipal Affairs and Housing BE ADVISED that Municipal Council declares that the schedules, above, under Sections 17(22) and 26 Review of The London Plan does not conflict with provincial plans, has regard to the matters of provincial interest, and is consistent with the Provincial Policy Statement;

c) the draft Land Needs Assessment (Community Growth) appended to the staff report dated June 11, 2024 as Appendix "B" BE RECEIVED and that Civic Administration be directed to undertake further consultation with the community and development industry, and during future meetings of the Housing Supply Reference Group, and that the Vacant Lands Inventory analysis be reviewed with respect to unresolved flood plain mapping issues with UTRCA;

d) notwithstanding the Council-approved corporate growth projections for 2021-2051, the 2023 Ministry of Finance population projections BE ENDORSED for use as the basis for the Land Needs Assessment of The London Plan and Urban Growth Boundary Review, subject to further consultation with the Housing

Supply Reference Group, the findings of the third-party economic consultant identified in clause e), below and review by Municipal Council at a future meeting of PEC; and,

e) the Civic Administration BE DIRECTED to engage a third - party economic consultant to undertake a housing supply marketplace analysis, including engagement with the Housing Supply Reference Group and a review of the Vacant Lands Inventory, and provide recommendations on the land supply required to meet Council's provincial housing supply pledge;

it being further noted that the Planning and Environment Committee received the following communications with respect to these matters:

- a communication dated May 28, 2024 from J.M. Fleming, Principal, City Planning Solutions;
- the staff presentation;
- a revised by-law for Appendix "F";
- a communication from Deputy Mayor and Ward 2 Councillor S. Lewis and PEC Chair and Ward 8 Councillor S. Lehman;
- a communication dated June 5, 2024 from S. Stapleton, Vice President, Auburn Developments; and,
- a communication dated June 10, 2024 from P. Masschelein, Senior Vice President, Neighbourhood Developments, Sifton Properties Limited;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with these matters:

- M. Wallace, Executive Director, London Development Institute;
- S. Levin;
- R. Mino-Leahan, KLM Planning;
- A.M. Valastro;
- J.M. Fleming, Principal, City Planning Solutions;
- S. Stapleton, Auburn Developments;
- J. Kudelka, J2 Boulderling;
- P. Masschelein, Sifton Properties Limited;
- P. Norman, Altis Group; and,
- A. Shenouda, S.E.M. Construction;

it being further noted that the Municipal Council approves this application for the following reasons:

- Municipal Council approval of Phase 1A of the Official Plan Review of The London Plan is consistent with the provisions of the Planning Act, section 26; and,
- the recommended changes of Industrial lands to other non-Industrial Place Types in the London Plan is consistent with the policies of the Provincial Policy Statement, 2020, and conforms with the policies of The London Plan.

#### 8.4 11th Report of the Corporate Services Committee

Motion made by: H. McAlister

That the 11th Report of the Corporate Services Committee BE APPROVED with the exception of item 5 (2.1)

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Pelosa

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: H. McAlister

That it BE NOTED Councillor P. Cuddy discloses a pecuniary interest in item 2.1 having to do with Declaring Surplus, City-owned Property - Part of Pine Street, by indicating that he has previously leased land to Sofina Foods Inc.

**Motion Passed**

2. (2.2) Industrial Land Development Strategy Annual Monitoring and Pricing Report - City-Owned Industrial Land (Relates to Bill No. 209)

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, with concurrence of the Acting Director, Economic Services and Supports, on the advice of the Director, Realty Services, with respect to the City of London's Industrial Land Development Strategy, the following actions be taken with respect to the annual monitoring and pricing of City owned industrial lands:

a) the proposed by-law as appended to the staff report dated June 17, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024 to amend By-law No. A.-6151-17, as amended, being "A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under Section 270(1) of the Municipal Act, 2001" by deleting Attachment "B" to Schedule "A" – Sale and Other Disposition of Land Policy of the By-law and by replacing it with a new Attachment "B" to Schedule "A" to amend the current pricing for City owned serviced industrial land as follows:

The current pricing levels of all City-owned industrial parks, established effective August 1, 2024, are as follows:  
Innovation Park (Phases 1 to 4) and Huron Industrial Park (all phases):

- Lots up to 4.99 acres: price change from \$225,000 per acre to \$325,000 per acre
- 5.00 acres and up: price change from \$200,000 per acre to \$300,000 per acre

Pricing for serviced industrial land in Trafalgar Industrial Park:

- All lot sizes: price change from \$200,000 per acre to \$300,000 per acre

Pricing for serviced industrial land in Innovation Park Phase V:

- All lot sizes: price change from \$300,000 to \$400,000.00 per acre

Surcharges are as follows:

- Highway 401 Exposure – 15%
- Veteran's Memorial Parkway Exposure – 5%

b) the staff report dated June 17, 2024, entitled “Industrial Land Development Strategy Annual Monitoring and Pricing Report – City-Owned Industrial Land”, BE RECEIVED.

**Motion Passed**

3. (2.4) SS-2024-199 - Provincial Offences Administration Virtual Courtroom Expansion

Motion made by: H. McAlister

That on the recommendation of the City Clerk, the following actions be taken with respect to the Provincial Offences Administration Virtual Courtroom Expansion for Courtrooms 102 and 103:

- a) approval BE GIVEN to execute a Single Source purchase as per section 14.4 d) and e) of the City of London’s Procurement of Goods and Services Policy;
- b) the Single Source negotiated price BE ACCEPTED to secure the installation of audio and visual equipment required for the operation of virtual court as part of the Provincial Offences Administration virtual courtroom expansion for a total price of \$141,393.48 (excluding HST) from Dynamix London Inc.;
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this purchase;
- d) the approvals given herein, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval in accordance with sections 14.4 d) and e) and 14.5 a) ii) of the Procurement of Goods and Services Policy; and
- e) the funding for this purchase BE APPROVED as set in the Sources of Financing Report appended to the staff report as Appendix “A”.

**Motion Passed**

4. (2.5) Appointment of Hearings Officers to Conduct Hearings Under Various City of London By-laws and to Serve on the Property Standards Committee (Relates to Bills No. 210 and 221)

Motion made by: H. McAlister

That, on the recommendation of the City Clerk, the following actions be taken with respect to the appointment of Hearings Officers to conduct Hearings under various City of London by-laws:

- a) the proposed by-law as appended to the staff report dated June 17, 2024 as Appendix “A” being “A by-law to approve the appointments of Hearings Officers in accordance with By-law A.-6653-121, as amended”, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024;
- b) the proposed by-law as appended to the staff report dated June 17, 2024 as Appendix “B” to amend By-law No. CP-24 being “A by-law to provide standards for the maintenance and occupancy

of property and to repeal By-law CP-16” to repeal Schedule “A” and amend s.7.2, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024; and

c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary for these appointments.

**Motion Passed**

6. (2.3) Standing Committee Meetings and Annual Meeting Calendar

Motion made by: H. McAlister

That, on the recommendation of the City Clerk, the attached revised annual meeting calendar for the period January 1, 2025 to December 31, 2025, as amended to provide for Corporate Services Committee meetings to be held on Mondays at 1:00 PM and Planning and Environment Committee to be held on Tuesdays at 1:00 PM, BE APPROVED; it being understood that adjustments to the calendar may be required from time to time in order to accommodate special/additional meetings or changes to governing legislation;

it being noted that the Corporate Services Committee received a communication dated June 13, 2024 from C. Butler with respect to this matter.

**Motion Passed**

5. (2.1) Declare Surplus - City-Owned Property - Part of Pine Street

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to City-owned property, the following actions be taken:

a) the subject property being a portion of Pine Street, in the City of London, legally described as part of Pine Street on Registered 433 being Parts 1 and 2 on Plan 33R-21849, BE DECLARED SURPLUS; and

b) the subject property (“Surplus Lands”) BE TRANSFERRED to the abutting property owner in accordance with the City’s Sale and Other Disposition of Land Policy.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Recuse: (1): P. Cuddy

Absent: (1): E. Pelosa

**Motion Passed (13 to 0)**

8.5 8th Report of the Community and Protective Services Committee

Motion made by: D. Ferreira

That the 8th Report of the Community and Protective Services Committee  
BE APPROVED with the exception of item 5 (2.4)

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Pelozza

**Motion Passed (14 to 0)**

At 5:51 PM, His Worship Mayor J. Morgan, places Deputy Mayor S. Lewis in the Chair.

At 5:52 PM, His Worship Mayor J. Morgan resumes the Chair.

1. Disclosures of Pecuniary Interest

Motion made by: D. Ferreira

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 2nd Report of the Accessibility Community Advisory Committee

Motion made by: D. Ferreira

That the 2nd Report of the Accessibility Community Advisory Committee, from the meeting held on May 23, 2024, BE RECEIVED.

**Motion Passed**

3. (2.2) Renovictions: Renovation License and Relocation By-law Changes

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Planning and Economic Development the proposed amendment to the Business Licensing by-law L.-131-16, as appended to the staff report dated June 10, 2024, for the purpose of requiring landlords to obtain a licence before requiring vacant possession to repair a under ss. 50(1)(c) of the Residential Tenancies Act, 2006, BE RECEIVED;

it being noted that a future public participation meeting will be held July 15, 2024, to receive comments regarding the proposed by-law;

it being further noted that a future by-law amendment will be brought forward to amend the Administrative Monetary Penalties By-law No. A-54 to introduce penalties and amounts to Schedule A-4 pertaining to the Business Licensing By-law L.-131-16 and this proposed new license category; and,

it being also noted that a future by-law amendment will be brought forward to amend the Fees and Charges By-law No. A-59 to introduce fees and charges associated with this proposed licence category. (2024-C01)

**Motion Passed**

4. (2.3) Project Clean Slate – Grant Agreement with Youth Opportunities Unlimited (Relates to Bill No. 211)

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the Added Agenda, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024, to:

- a) approve the grant agreement between Youth Opportunities Unlimited and The Corporation of the City of London for the administration of Project Clean Slate (the “Agreement”); and,
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2024-F11A)

**Motion Passed**

6. (4.1) Councillor C. Rahman and Councillor D. Ferreira - CPKC Train Fire

Motion made by: D. Ferreira

That the following actions be taken with respect to the CPKC Train Fire:

- a) the Civic Administration BE DIRECTED to report back to a future meeting of the Community and Protective Services Committee with key learning from the Sunday April 21, 2024 CPKC train fire including any updates to the Emergency Management notification protocol to address how the Members of Council and the public should be notified when a significant event takes place within the City; and,
- b) the Civic Administration BE DIRECTED to report back to a future meeting of the Community and Protective Services Committee meeting with respect to the invoices submitted for cost recovery (cost of trucks, staff time and fire suppression foam cost) related to the fire on Sunday April 21, 2024;

it being noted that CPKC has indicated to send the invoices for remittance;

it being further noted that the communication, dated June 2, 2024, from Councillors C. Rahman and D. Ferreira, with respect to this matter, was received. (2024-P16)

**Motion Passed**

5. (2.4) Housing Stability for All Plan 2023 Update

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Social and Health Development, and with the concurrence of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report, dated June 10, 2024, related to the Housing Stability for All Plan 2023 Update:

- a) the Civic Administration BE DIRECTED to submit the Housing Stability for All Plan (HSAP) 2023 Update to the Ontario Ministry of



Municipal Affairs and Housing as the annual update to the local homeless prevention and housing plan, in accordance with the Housing Services Act, 2011 (HSA); and,

b) the Civic Administration BE DIRECTED to circulate this report to community and affected partners, agencies, and community groups including, but not limited to, Middlesex County, the London Homeless Coalition and on the City of London website. (2024-S11)

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Pelozza

**Motion Passed (14 to 0)**

#### 8.6 2nd Report of the Audit Committee

Motion made by: S. Stevenson

That the 2nd Report of the Audit Committee BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Pelozza

**Motion Passed (14 to 0)**

#### 1. Disclosures of Pecuniary Interest

Motion made by: S. Stevenson

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

#### 2. (4.1) 2023 Financial Audit

Motion made by: S. Stevenson

That, the following actions be taken with respect to the 2023 Financial Audit:

a) the 2023 Financial Report of The Corporation of the City of London BE RECEIVED; it being noted that the Audit Committee received a presentation from the Director, Financial Services with respect to this matter; and

b) the Audit Findings Report as prepared by KPMG for the year ending December 31, 2023, BE RECEIVED; it being noted that the Audit Committee received a presentation from KPMG with respect to this matter.

**Motion Passed**

#### 3. (4.2) Briefing Note from Internal Audit - MNP

Motion made by: S. Stevenson

That the communication from MNP, with respect to the briefing note from the internal auditor, BE RECEIVED.

**Motion Passed**

4. (4.3) Emergency Management Program Review - MNP

Motion made by: S. Stevenson

That the Internal Audit dated May 29, 2024 regarding the Emergency Management Program Review BE APPROVED.

**Motion Passed**

5. (4.4) Internal Audit Follow Up Activities Dashboard - MNP

Motion made by: S. Stevenson

That the communication from MNP, with respect to the internal audit follow up activities update dashboard, BE RECEIVED.

**Motion Passed**

At 6:00 PM Councillors A. Hopkins and S. Stevenson leave the meeting.

**9. Added Reports**

9.1 12th Report of Council in Closed Session

At 6:02 PM, His Worship Mayor J. Morgan, places Councillor C. Rahman in the Chair.

At 6:03 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: H. McAlister

That the 12th Report of Council in Closed Session BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (3): S. Stevenson, A. Hopkins, and E. Pelosa

**Motion Passed (12 to 0)**

That clause 1 of the 12th Report of the Council, In Closed Session, read as follows:

CUPE 107 – Tentative Agreement

That, on the recommendation of the Deputy City Manager, Enterprise Supports with the concurrence of the Deputy City Manager, Finance Supports, the attached Memorandum of Agreement dated May 7, 2024, and Agreed to Items dated February 5, March 1 and April 3, 2024 concerning the 2024-2027 Collective Agreement for London Civic Employees Local Union No. 107 (Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress) (“CUPE Local 107”) BE RATIFIED.

That progress was made with respect to items 4.1 and 4.3 as noted on the public agenda, (6.1/11/SPPC) and (6.1/8/CPSC).

**10. Deferred Matters**

None.

**11. Enquiries**

None.

**12. Emergent Motions**

**13. By-laws**

Motion made by: P. Cuddy

Seconded by: P. Van Meerbergen

That Introduction and First Reading of Bill No. 207 to Bill No. 233, including revised Bill No. 220 BE APPROVED and excluding Bill No.'s 219, 234, and 235

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (3): S. Stevenson, A. Hopkins, and E. Pelozza

**Motion Passed (12 to 0)**

Motion made by: S. Lehman

Seconded by: D. Ferreira

That Second Reading of Bill No. 207 to Bill No. 233, including revised Bill No. 220 BE APPROVED and excluding Bill No.'s 219, 234, and 235

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (3): S. Stevenson, A. Hopkins, and E. Pelozza

**Motion Passed (12 to 0)**

Motion made by: C. Rahman

Seconded by: D. Ferreira

That Third Reading and Enactment of Bill No. 207 to Bill No. 233, including revised Bill No. 220 BE APPROVED and excluding Bill No.'s 219, 234, and 235

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (3): S. Stevenson, A. Hopkins, and E. Pelozza

**Motion Passed (12 to 0)**

Motion made by: J. Pribil

Seconded by: P. Cuddy

That Introduction and First Reading of Bill No.'s 219, 234, and 235 BE APPROVED

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): S. Trosow

Absent: (3): S. Stevenson, A. Hopkins, and E. Pelosa

**Motion Passed (11 to 1)**

Motion made by: P. Cuddy

Seconded by: S. Franke

That Second Reading of Bill No.'s 219, 234, and 235 BE APPROVED

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): S. Trosow

Absent: (3): S. Stevenson, A. Hopkins, and E. Pelosa

**Motion Passed (11 to 1)**

Motion made by: S. Lehman

Seconded by: S. Hillier

That Third Reading and Enactment of Bill No.'s 219, 234, and 235 BE APPROVED

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): S. Trosow

Absent: (3): S. Stevenson, A. Hopkins, and E. Pelosa

**Motion Passed (11 to 1)**

The following Bills are enacted as By-laws for The Corporation of the City of London:

Bill No. 207	By-law No. A.-8512-155 – A by-law to confirm the proceedings of the Council Meeting held on the 25th day of June, 2024. (City Clerk)
Bill No. 208	By-law No. A-59-24002 – A by-law to amend By-law A-59 being “A by-law to provide for Various Fees and Charges” to establish a new temporary fee for existing customers that can no longer haul recycling process residuals in walking floor transfer trailers to the W12A Landfill Site due to operational constraints. (2.8/9/CWC)
Bill No. 209	By-law No. A.-6151(an)-156 – A by-law to authorize and approve to amend By-law No. A.-6151-17, as amended, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the Municipal Act, 2001” by deleting Attachment “B” to Schedule “A” – Sale and Other Disposition of land Policy of the By-law and by replacing it with a new Attachment “B” to Schedule “A” to amend the current pricing for all City owned industrial parks. (2.2/11/CSC)
Bill No. 210	By-law No. A.-8513-157 – A by-law to approve the appointments of Hearings Officers in accordance with By-law A.-6653-121, as amended, being “A by-law to establish the positions of Hearings Officer”. (2.5a/11/CSC)
Bill No. 211	By-law No. A.-8514-158 – A by-law to approve a grant agreement for the administration of Project Clean Slate between Youth Opportunities Unlimited and The Corporation of the City of London and to authorize the Mayor and Clerk to execute same. (2.3/8/CPSC)
Bill No. 212	By-law No. A.-8515-159 – A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc. (3.1/11/SPPC)
Bill No. 213	By-law No. A.-8516-160 – A by-law to delegate to the Deputy City Manager, Social and Health Development the authority to approve and execute agreement(s) between The Corporation of the City of London and Indwell Community Homes for the provision of capital and operating funding. (4.3g/11/SPPC)
Bill No. 214	By-law No. B-7-24001 – A by-law to amend By-law No. B-7 being “A By-law to provide for construction, demolition, change of use, occupancy permits, transfer of permits and inspections” to repeal and replace Schedule “A”. (3.10/10/PEC)
Bill No. 215	By-law No. C.P.-1512(dh)-161 – A by-law to repeal by-law C.P.-1512(df)-138 (OPA 110), being a by-law to amend The Official Plan, The London Plan, for the City of London, 2016 relating to 530 Oxford Street West. (Director, Planning & Development)
Bill No. 216	By-law No. C.P.-1512(di)-162 – A by-law to amend The Official Plan, The London Plan for the City of London, 2016 relating to 530 Oxford Street West. (Director, Planning & Development)
Bill No. 217	By-law No. C.P.-1512(dj)-163 – A by-law to amend The Official Plan, The London Plan, for the City of London, 2016 relating to 1944 Bradley Avenue. (3.2a/10/PEC)

Bill No. 218	By-law No. C.P.-1512(dk)-164 – A by-law to amend The Official Plan, The London Plan for the City of London, relating to 735 Southdale Road West. (3.7a/10/PEC)
Bill No. 219	By-law No. C.P.-1512(dl)-165 – A by-law to amend The Official Plan, The London Plan for the City of London, relating to 323 Oxford Street West, 92 and 825 Proudfoot Lane. (3.8a/10/PEC)
Bill No. 220	By-law No. C.P.-1512(dm)-166 – A by-law to adopt Phase 1A of the Official Plan Review of The London Plan, consisting of Industrial Land Conversions to other non-Industrial Place Types of The Official Plan, The London Plan. (3.9/10/PEC)
Bill No. 221	By-law No. CP-24-24002 – A by-law to amend By-law No. CP-24, being “A by-law to provide standards for the maintenance and occupancy of property and to repeal By-law CP-16” to repeal Schedule “A” and amend s.7.2. (2.5b/11/CSC)
Bill No. 222	By-law No. S.-6336-167 – A by-law to assume certain works and services in the City of London. (Hajjar Subdivision, Plan 33M-732) (Deputy City Manager, Environment & Infrastructure)
Bill No. 223	By-law No. S.-6337-168 – A by-law to assume certain works and services in the City of London. (Wickerson Hills Subdivision – Phase 1 Stage 1, Plan 33M-713) (Deputy City Manager, Environment & Infrastructure)
Bill No. 224	By-law No. S.-6338-169 – A by-law to assume certain works and services in the City of London. (Wickerson Hills Subdivision – Phase 2, Plan 33M-725) (Deputy City Manager, Environment & Infrastructure)
Bill No. 225	By-law No. W.-5702-170 – A by-law to authorize the Intersection – Hamilton – Gore (Roundabout) (Project TS1331) (2.3/8/CWC)
Bill No. 226	By-law No. W.-5664(a)-171 – A by-law to amend by-law No.W.-5664-113, entitled “A by-law to authorize the New Thames Valley Parkway (project PK212419)” (2.4/8/CWC)
Bill No. 227	By-law No. W.-5671(b)-172 – A by-law to amend by-law No.W.-5671-65, as amended, entitled “A by-law to authorize the Oxford Street West and Gideon Drive Intersection Improvements (Roundabout). (Project No. TS1332)” (2.4/8/CWC)
Bill No. 228	By-law No. W.-5703-173 – A by-law to authorize the Biosolids Processing Upgrades (project ES5022) (2.5/8/CWC)
Bill No. 229	By-law No. W.-5704-174 – A by-law to authorize the Wetland Restoration and SWM Treatment Enhancement (project ES3220) (2.7/8/CWC)
Bill No. 230	By-law No. W.-5705-175 – A by-law to authorize the Bradley Avenue Extension Jalna to Wharncliffe (project TS1523-2) (2.7/8/CWC)
Bill No. 231	By-law No. Z.-1-243222 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1944 Bradley Avenue. (3.2b/10/PEC)

Bill No. 232	By-law No. Z.-1-243223 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1806 Avalon Street. (3.3/10/PEC)
Bill No. 233	By-law No. Z.-1-243224 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 367 Springbank Drive. (3.5/10/PEC)
Bill No. 234	By-law No. Z.-1-243225 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 735 Southdale Road West (3.7b/10/PEC)
Bill No. 235	By-law No. Z.-1-243226 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 323 Oxford Street West, 92 and 825 Proudfoot Lane. (3.8b/10/PEC)

**14. Adjournment**

Motion made by: C. Rahman

Seconded by: S. Franke

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 6:12 PM.

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Josh Morgan, Mayor

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Michael Schulthess, City Clerk

# SCHEDULE A

May 7, 2024

## MEMORANDUM OF AGREEMENT

**BETWEEN**

**THE CORPORATION OF THE CITY OF LONDON**

(the "Corporation")

AND

**LONDON CIVIC EMPLOYEES LOCAL UNION NO. 107**

(the "Union")

The representatives of the Corporation and the Union have accepted and agreed to recommend to their respective principals for ratification, terms of settlement per the following. It is recognized that all changes (including benefit changes) unless otherwise specified, shall come into effect 30 calendar days following ratification by both Parties, and that any benefit changes shall come into effect 30 days following ratification by both Parties unless otherwise indicated. In the event that this Memorandum is ratified by the Parties, the representatives will meet to finalize the renewed Collective Agreement, subject to review by the Legal Counsel of both Parties and proper execution of the Collective Agreement.

1. The Parties agree that the terms of this Memorandum of Agreement constitute the full and final settlement of all matters in dispute between them with respect to a renewal collective agreement and that there are no representations (written, oral or otherwise) that either party has relied upon that have not been recorded herein. All proposals, written and/or verbal, not resolved herein are withdrawn on a without prejudice basis.
2. The Parties agree that the renewed Collective Agreement shall include the "Agreed to items" signed and dated February 5, March 1 and April 3, 2024 and the terms and conditions of the Previous Collective Agreement that expired December 31, 2023, except as amended, deleted from or added to by virtue of this Memorandum.



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- Final acceptance of the Memorandum of Agreement is subject to a majority vote in the affirmative by the membership of the Union and the elected Council of The Corporation of the City of London.

Signed this 7 day of, May, 2024

For the Corporation:

D. Bass  
Chantel  
S. Khan  
D. Freeman  
A. [unclear]  
Al. [unclear]  
Ornigayl  
AH  
[unclear]

For the Union:

g McBudy  
[unclear]  
[unclear]  
Mami Makid  
[unclear]  
[unclear]

May 7, 2024

## **ARTICLE 5 - UNION REPRESENTATION**

### **5.8 Union Representation (NEW)**

**The Union shall be notified and shall attend meetings between an employee and the Employer regarding accommodations, investigations, discipline, and discharge.**

## **ARTICLE 6 – SENIORITY**

- 6.7 An employee permanently transferred or promoted to a position with the Corporation outside this Bargaining Unit shall retain seniority earned to the time of such transfer or promotion subject to the following limitations:
- (a) While the employee remains in a position outside this Bargaining Unit such retained seniority shall have no application whatsoever.
  - (b) If the employee is subsequently returned by the Corporation to the Bargaining Unit **within one (1) calendar year**, seniority previously earned shall be restored and additional seniority shall begin to accrue.
  - (c) The vacation entitlement of a returned employee shall be reckoned with reference to the date of last hire and shall not be based on seniority.
  - (d) An employee returned by the Corporation to this Bargaining Unit **within one (1) calendar year** shall be placed in the position classification of labourer and no permanent employee shall be laid off as the result of this action.

## **ARTICLE 8 – STAFF CHANGES, ADDITIONS AND PROMOTIONS**

- 8.3 (a) Any successful applicant ~~will~~ **shall** be placed in the permanent vacancy for a trial period consisting of a minimum of **two (2)** weeks and a maximum of **three (3)** months. If the employee proves unsatisfactory during the trial period, or is unable to perform the new duties, they ~~will~~ **shall** be returned to their former job at their former rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing and the Corporation in its discretion may appoint subsequent qualified applicants to the original bulletined position within **thirty (30)** calendar days following the return of the successful applicant to their previous position.

**Where an employee makes a request in writing giving the reason for the request, to revert, during the trial period, to the employee's previous position, the employer shall grant that request if:**

- (i) **the request is reasonable; and**

May 7, 2024

- (ii) **there would be no significant impact on the operational requirements of the Corporation if the request is allowed.**

**An employee shall only be permitted to revert once from the same position. The date of the reversion will be in the discretion of the Employer within the trial period or longer if the Union and the Employer agree otherwise.**

#### 8.4 Progression Classifications

- (a) Where a progression classification is indicated, progression of the senior incumbent in the progression classification to the higher classification ~~will~~ **shall** be automatic when a vacancy occurs and which the Employer intends to fill in the higher classification providing that the incumbent in the progression classification has acquired the necessary knowledge, skills and abilities, including any required licenses or certifications. The following job classes are identified as progression classifications:

- From Traffic Sign Maintenance Helper to Traffic Sign Maintenance Person
- From Assistant Greenskeeper to Greenskeeper
- ~~From Water Distribution Operator 2 to Leading Water Distribution Operator~~
- From Facility and Equipment Operator to Chief Operator
- From P.C.P Operations Helper to Shift Operator
- **From Water Distribution Operator 1 to Water Distribution Operator 2**

#### ARTICLE 9 – HOURS OF WORK

- 9.3 Where a shift employee works outside the normal work day or normal work week as described in Article 9.1 (a), such employee shall be paid a shift premium of \$1.25 (**effective January 1, 2024, \$1.50**) for each hour worked on the shift between Monday and Friday inclusive and \$2.25 (**effective January 1, 2024, \$2.50**) for each hour worked on the shift between midnight Friday and midnight Sunday.

#### ARTICLE 10 – OVERTIME AND SURPLUS TIME BANK

- 10.2 OVERTIME COMPENSATION - Where an employee is required to work any time outside their normal workday or shift hours or outside forty (40) hours in any one week, they shall be compensated for all such time actually worked as follows:

(...)

- (e) The overtime, if any, standing to the credit of an employee ~~will~~ **shall** be paid as soon as reasonably possible upon the request of the employee.

Normally no more than forty (40) hours (**effective 30 days following ratification increase to forty-eight (48) hours**) of surplus time ~~will~~ **shall** be permitted to remain in the bank of any individual employee past the last pay period of the calendar year. Extenuating circumstances which result in the accumulation of additional hours past

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the forty (40) hour **(effective 30 days following ratification forty-eight (48) hour)** threshold at year end ~~will~~ **shall** be considered a reasonable exception.

- 10.5 Where any employee covered by this Agreement is required to work ten (10) consecutive hours or more, they shall be entitled to a meal allowance of \$16.00 **(effective January 1, 2025, \$17.00)**. An additional meal allowance shall be paid for ensuing 4 hour periods of time.

#### **ARTICLE 11 - CALL-IN AND STANDBY**

- 11.1 Any employee called in to work in an emergency must be paid for not less than (3) hours for such work at the applicable overtime rate. Call out time shall be calculated to allow the employee (s) a maximum of **one-half (½)** hour travel to and **one-half (½)** hour return inclusive of the minimum three (3) hours.

A meal allowance of \$16.00 **(effective January 1, 2025, \$17.00)** will be paid if the call out time exceeds four (4) hours.

- 11.2 Standby crews shall be made up at the discretion of the **applicable Director, General Manager of Community Services or Environmental and Engineering Services and City Engineer** or their nominee on a rotating basis of employees in the work area or work group concerned. Each employee who is on standby crew shall be available to work upon being contacted by the Corporation either by telephone or by text, as chosen by the employee.

All Water Meter Servicers/Repairers and ~~Water Distribution Operator 2~~ **Water Operations Plumbers** shall be given equal opportunity to act as the Standby ~~Utility Person~~ **Meter Servicer. All Water Distribution Operator 2s and all Waterworks Inspectors shall be given equal opportunity to act as the Standby Distribution Operator. All Water Supply Operators shall be given equal opportunity to act as the Standby Water Supply Operator.** These employees shall be offered the opportunity on a rotating basis throughout the year without any preference given to one or the other classification at any time of the year.

#### **ARTICLE 13 – VACATIONS**

- 13.2 An employee on their anniversary date of seniority with,
- (a) More than one (1) year but less than two (2) years of seniority shall be entitled to a vacation of two (2) weeks with pay for the previous **twelve (12)** months of service;
  - (b) Two (2) years or more than two (2) years, but less than eight (8) years of seniority, shall be entitled to a vacation of three (3) weeks with pay for the previous 12 months of service;

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- (c) Eight (8) years or more than (8) years but less than fifteen (15) years of seniority shall be entitled to a vacation of four (4) weeks with pay for the previous **twelve (12)** months of service;
- (d) Fifteen (15) years or more than fifteen (15) but less than ~~twenty-four (24)~~ **twenty-two (22)** years of seniority shall be entitled to a vacation of five (5) weeks with pay for the previous **twelve (12)** months of service;
- (e) ~~Twenty-four (24)~~ **Twenty-two (22) years** or more years of seniority shall be entitled to a vacation of **six (6)** weeks with pay for the previous **twelve (12)** months of service;
- (f) Vacation entitlement earned ~~will~~ **shall** be afforded to employees in the pay period in which the employee's anniversary date of seniority occurs.

Effective with the 1999 vacation observance year, the schedule above shall apply to all employees except in those situations governed by Article 13.12.

*NEW Article 13.13 as follows:*

**Employees who become hospitalized or who experience a medical emergency that requires immediate medical care during an approved vacation, may substitute such sick leave as they have owing to them and shall be granted alternative vacation days equivalent to the number of vacation days hospitalized or spent receiving medical care for the medical emergency (excluding non-scheduled work days) providing that:**

- (a) **They were hospitalized in a recognized institution or received medical care for a medical emergency and verification of this is received by Management.**
- (b) **The alternative days are taken at a time mutually convenient to the employee and Management.**

#### **ARTICLE 14 - HOSPITAL, HEALTH, DENTAL, GROUP INSURANCE, SICK LEAVE, PENSIONS**

##### **14.5 Sick Leave and Retirement Gratuity Benefits – Excluding Former P.U.C. Employees**

- (d) An employee who is absent because of sickness for five (5) days or more shall, on request, provide the Director or designate of their Division with a certificate from a qualified physician **or Nurse Practitioner** certifying as to their inability to return to work and subsequently as management may require.

##### **14.13 Group Hospital, Health, Dental and Life Insurance Plans**

- (a) ~~Effective December 1, 2004~~ The benefit plan for all permanent, CUPE 107 employees including transferred P.U.C. employees, Former County of Middlesex employees and Former Town of Westminster employees **and including their dependents where the insurance plan provides for dependent coverage, will shall** be as outlined in this

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article 14.13. The Insurance Carrier ~~will~~ **shall** be determined by the employer in consultation with the Union. **Should the Corporation change insurers, it shall provide at least sixty (60) calendar days of notice to the Union before making such a change and shall provide a true copy of the new policy or policies as soon as practical.**

Effective June 14, 2006, there ~~will~~ **shall** be no deductibles for benefits listed in Article 14.13.

[...]

(g) The Corporation ~~will~~ **shall** pay 100% of the health plan premiums for:

- i. A semi private hospital plan
- ii. A drug plan that provides for:
  - generic substituting except upon express instruction of a physician **(effective January 1, 2025, mandatory generic substituting (unless expressly approved by the insurer through an exception process or through the process set out in Appendix "C"))**
  - a maximum prescription dispensing fee of ~~\$10.00 (\$12.00 effective January 1, 2021)~~ **\$12.00** or the ODP dispensing fee, whichever is greater; **and**
  - **effective January 1, 2025, a voluntary specialty drug program**
  - **effective January 1, 2025, may be subject to the terms and conditions of the insurer's DrugWatch program, or such other similar program provided by the applicable insurer provided the insurer maintains equal or better coverage.**

**Employees applying for an exemption to mandatory drug substitution or participating in the voluntary speciality drug program, in accordance with the insurer's process, and Article 14 of the Collective Agreement shall bear any cost associated with such application save and except that the Corporation shall reimburse such Employees for the physician's fees incurred for completing any required forms and provided the Employee provides a written invoice verifying the cost and amount paid by the Employee.**

- iii. Vision Care benefit of three hundred and fifty dollars (\$350.00) **(effective 30 days following ratification four hundred dollars (\$400.00)** per twenty-four (24) consecutive months with a twelve (12) consecutive month prescription change rider plus loss or breakage replacement up to the maximum dollar amount. **The Vision Care Plan benefit of three hundred and fifty dollars (\$350.00) (effective 30 days following ratification four hundred dollars (\$400.00)) per twenty-four (24) consecutive months inclusive of elective laser vision correction procedures. Employees shall pay fifty percent (50%) of the premium of such plan; 5/12<sup>th</sup> portion of employment insurance premium reduction rebate for employees (respecting wage loss programs) shall be paid to the employer and shall be deemed to cover the cost of this benefit, whether same is actually more or less than the rebate.**

- iv. a Deluxe Travel Plan
- v. Dependent Coverage for unmarried, unemployed dependent children over twenty-one **(21)** but under twenty-five **(25)** years of age in full-time attendance at a school, college or university
- vi. Paramedical Services for the following:
  - Chiropracist
  - Chiropractor
  - Osteopath
  - Naturopath
  - Podiatrist
  - Physiotherapist
  - Registered Masseur **Massage Therapist**
  - **Registered Social Worker**
  - **Psychoanalyst**
  - **Psychotherapist**
  - **Marriage and/or Family Therapist**
  - **Clinical Therapist**
  - Clinical Psychologist
  - Speech Pathologist
  - **effective January 1, 2025, Behavioural Analyst**

Combined total maximum amount allowed for all paramedical services is ~~\$1,500.00~~ \$1,600.00 per year (effective 30 days following ratification one thousand , seven hundred and fifty dollars (\$1,750.00); effective January 1, 2026, two thousand dollars (\$2000.00)). ~~\$1,600.00 per year effective January 1, 2023~~. **No requirement to provide a physician's note to obtain the massage therapy benefit outlined above.**

- vii. Hearing Aid Plan, \$2,000.00 every 36 months

[...]

- (j) An eye exam once every twenty-four (24) consecutive months up to a maximum amount of **eighty dollars (\$80.00)** per exam for employees only ~~effective January 1, 2007~~. **Effective 30 days following ratification, an eye exam once every twenty-four (24) consecutive months up to a maximum amount of one hundred dollars (\$100) per exam for employees only and their dependents.**

## **ARTICLE 15 - REMUNERATION**

- 15.3 An employee required to perform the duties of a higher rated position and/or classification shall be paid at the top rate for the position or classification so occupied.

Members of the Bargaining Unit acting as Supervisors shall continue to remain entitled to the terms of the Collective Agreement provided that employees so appointed shall not be authorized to administer any disciplinary action to Bargaining Unit employees while temporarily occupying such positions. Employees temporarily assigned as Acting

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Supervisors ~~will~~ **shall** be paid one hundred and two point eight percent (102.8%) of the **twelve (12)** month/job rate for the job classification level ~~15~~ **16** as set out in Schedule A. No employee ~~will~~ **shall** be appointed as an Acting Supervisor for longer than ~~five consecutive~~ **one hundred and thirty (130) working days** ~~months at a time~~ **per calendar year unless otherwise agreed to by the parties.** The Corporation shall advise the Union in writing by the 15<sup>th</sup> of each month of the name(s) and date(s) of the appointment of all members of the Bargaining Unit temporarily acting as Supervisor(s) in the previous month.

**Not to form part of the Collective Agreement**

For the calendar year of 2024 the parties agree to implement the above as follows:

- effective July 1, 2024 and for the calendar year of 2024 only - no employee shall be appointed as an Acting Supervisor for longer than 65 working days
- the notice to the Union will commence in August 2024 in accordance with Article 15.3
- commencing January 1, 2025 and each year there after – the one hundred and thirty (130) working days outlined in Article 15.3 will be in effect

20.2 Clothing and Footwear Allowance

- (a) All permanent employees ~~will~~ **shall** receive a clothing and footwear allowance of ~~\$560 (\$600, effective January 1, 2021; \$700, effective January 1, 2023)~~ **\$700** except as noted in clause (d), and clause (e);

[...]

- (c) The Corporation shall continue to provide wet weather gear and safety items set out per Article 20.1. **The Corporation shall use its best efforts to ensure that proper fitting wet weather gear and safety items are available for employees.**

- (d) The Corporation ~~will~~ **shall** continue to provide coveralls, ~~and~~ cleaning facilities **or cleaning services**, for Fleet and Wastewater Treatment Operations ~~staff~~ **employees**. Employees in these positions ~~will~~ **shall** receive an annual clothing allowance of \$650. ~~510 (\$550 effective January 1, 2021, \$650 effective January 1, 2023)~~

- (e) The Corporation ~~will~~ **shall** provide two pairs of safety boots per year to permanent employees requiring special fit boots, as specified by medical certificate. These employees ~~will~~ **shall** receive a clothing allowance of **\$450.** ~~\$315.00 (\$355 effective January 1, 2021, \$450 effective January 1, 2023);~~

[...]

- 20.3 TOOL ALLOWANCE - To those permanent employees in classifications designated by management to supply their own tools as a condition of employment for the adequate



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performance of their position, the Corporation shall pay an annual allowance as follows:

Group 1 - Motor Vehicle Mechanic and **Journeyman Industrial Maintenance Mechanic (Millwright), Small Engine Mechanic, \$650**

~~\$550 effective January 1, 2020~~

~~\$600 effective January 1, 2022~~

~~\$650 effective January 1, 2023~~

Group II- Water Supply Operator, Journeyman General Carpenter, Master Electrician, Master Plumber & Steam and Gas Fitter, ~~General Concrete Worker~~, HVAC Technician, Refrigeration Mechanic, Steam fitter, Industrial Electrician, Instrumentation Technologist, **Facility Servicer, \$450.**

~~\$350 effective January 1, 2020~~

~~\$400 effective January 1, 2022~~

~~\$450 effective January 1, 2023~~

Apprentices ~~will~~ **shall** receive the same tool allowance as the certified trade the apprentice is registered in, per the schedule above.

For new permanent employees hired during the calendar year, the annual applicable tool allowance shall be pro-rated on a monthly basis commencing the month after the hire date.

- 20.5 The Employer ~~will~~ **shall** reimburse every employee who is required to maintain an AZ or DZ ~~license licence~~ to a maximum of one hundred and twenty-five dollars (\$125.00) **(effective 30 days following ratification, one hundred and fifty dollars (\$150.00))** to cover the costs of one medical examination to complete a Ministry of Transportation of Ontario medical report at the age-based frequency required by the Ministry of Transportation of Ontario. The employee ~~will~~ **shall** be required to produce evidence of payment.

#### **ARTICLE 21 – LEAVE OF ABSENCE FOR UNION BUSINESS AND LIMITS ON UNION TIME OFF WITH PAY**

21.1 Subject to Article 21.3, leave of absence without loss of seniority shall be granted to not more than **four** (4) employees who are elected or appointed to represent the Union at conference or convention.

**Effective 30 days following ratification, replace the above paragraph with the following:**

**Subject to Article 21.3, leave of absence without loss of seniority shall be granted to not more than five (5) employees or as otherwise approved by the Director, People Services or designate, who are elected or appointed to represent the Union at conference or convention.**

**ARTICLE 22 - LEAVE OF ABSENCE AND BEREAVEMENT LEAVE**

22.4 In the case of death in the immediate family of an employee, namely, spouse, child, mother, father, sister, brother, step-child, step-mother, step-father, grandchild or legal ward or guardian, an employee shall be permitted to be absent for **five (5)** working days with pay; in the case of death of mother-in-law, father-in-law, grandmother, grandfather, step-brother, step-sister, to an employee shall be permitted to be absent **two (2)** working days with pay, including the day of the funeral; for a relationship beyond that, such as uncles, aunts, cousins, nephews, nieces, sister-in-law and brother-in-law, an employee shall be permitted to be absent from work **one (1)** day with pay for the purpose of attending the funeral and/or the memorial service of such relative. In the event of a bereavement of one of the relatives named above, the Director may increase the paid leave for up to two **(2)** days for an employee to attend a funeral or memorial service beyond the Province of Ontario or in Ontario if additional travel time is deemed necessary and reasonable.

**Upon ratification, replace the above paragraph with the following:**

22.4 **Bereavement Leave**

- In the case of death in the immediate family of an employee, namely, spouse, child, mother, father, sister, brother, step-child, step-mother, step-father, step-brother, step-sister, grandchild, or legal ward, or guardian, an employee shall be permitted to be absent for five (5) working days with pay;
- in the case of death of mother-in-law, father-in-law, grandmother, or grandfather to an employee shall be permitted to be absent two (2) working days with pay, including the day of the funeral; and
- for a relationship beyond that, such as uncles, aunts, cousins, nephews, nieces, sister-in-law and brother-in-law, an employee shall be permitted to be absent from work one (1) day with pay for the purpose of attending the funeral and/or the memorial service of such relative.

In the event of a bereavement of one of the relatives named above, the Director may increase the paid leave for up to two (2) days for an employee to attend a funeral or memorial service beyond the Province of Ontario or in Ontario if additional travel time is deemed necessary and reasonable.

**ARTICLE 23 - TEMPORARY EMPLOYEES**

23.1

- (a) The Corporation may hire personnel on a temporary basis for not more than **twenty-six (26)**-consecutive weeks for special projects, or to cover leave of absence, or during periods of heavy work load, or in the case of illness of an employee in the Bargaining Unit, or for vacation relief, or, in the cases of emergency. The temporary period of employment

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forementioned shall not be considered interrupted by lay-off of less than **one (1)** working day.

**Effective thirty (30) days following ratification, notwithstanding the foregoing, a maximum of four (4) employees in Parks Operations may be hired on a temporary basis for not more than thirty (30) consecutive weeks. The temporary period of employment aforementioned shall not be considered interrupted by lay-off of less than one (1) working day.**

**ARTICLE 29 - TERM OF AGREEMENT**

29.1 This Agreement shall be for a term commencing on the 1<sup>st</sup> day of January, **2024**, and ending the 31<sup>st</sup> day of December, **2027**, and thereafter in each succeeding year, subject to changes and amendments agreed to by both Parties in Writing.

**SCHEDULE "A" - WAGE SCHEDULE**

Add Level 16 to Schedule "A"

Parties to insert wage rates based on negotiated increases using the following base rates (based on estimated 2023 rates if there was a Level 16)

Start rate: \$37.90  
 6 months: \$40.27  
 12 months: \$42.14

**All employees currently in a position that previously rated at a minimum of 485 points or higher as a result of a Joint Job Evaluation Committee decision shall receive the Level 16 wage rate effective the date of ratification.**

Class Code	Position Title		Start Rate	6 Month Rate/Job Rate	12 Month Rate/Job Rate
W16XX	Leading Water Distribution Operator	1-Jan-24			
W16XX	Instrumentation Technologist	1-Jan-25			
		1-Jan-26			
		1-Jan-27			
W0120	Temporary Labourer	1-Jan-20	\$16.54		
		1-Jan-21	\$16.85		
		1-Jan-22	\$17.16		
		1-Jan-23	\$17.50		
W0220	Temporary Golf Course Maintainers I	1-Jan-20	\$16.71		

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		1-Jan-21	\$17.02		
		1-Jan-22	\$17.33		
		1-Jan-23	\$17.68		
<b>*W06XX</b>	<b>Temporary Golf Course Maintainers II</b>			**	
				**	
				**	
				**	

**\*new temporary classification effective 30 days following ratification**

**\*\* Parties to insert the wage rate for each applicable year based on negotiated increases using the base rate of \$23.42 (2023 start rate for Class Code 6)**

Amend the Job Evaluation Terms of Reference Manual, CUPE Local 107 and The Corporation of the City of London as follows:

<b>Minimum Points</b>	<b>Maximum Points</b>	<b>Classification</b>
485	502	16

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## **NEW Appendix C**

### **Re: Mandatory Generic Drug Substitution - Article 14**

The parties agree to the following as it relates to the implementation of the mandatory generic drug substitution in Article 14:

The parties agree to grandparent any employee or their dependent who:

- was prescribed and using a brand name drug within nine (9) months of the [insert date of ratification]; or
- has a chronic illness/condition or episodic illness/condition diagnosed prior to [the date of ratification] for which there is a demonstrated pattern of use of the brand name drug.

The above employees or their dependents shall continue to be covered under the applicable insurance plan in accordance with the terms of the plan for the brand name drug until such time as the employee or their dependent is no longer prescribed the drug.

Employees or their dependents who meet these criteria and wish to continue coverage of the brand name drug must comply with the process as provided by the insurer. This process shall include proof of payment from the pharmacy verifying the cost and amount paid within **one hundred and twenty** (120) days of ratification. If proof of payment and any other requirements are not submitted within **one hundred and twenty** (120) days of ratification the Mandatory Generic drug substitution will apply for all brand name drugs continuously prescribed prior to the date of ratification in accordance with Article 14.

This Appendix shall expire and no longer form part of the collective agreement on the date that no employee or their dependent is provided a brand name drug in accordance with the process set out above.

Schedule "A" the following wage increases:

- January 1, 2024 – 3.5%
- January 1, 2025 – 3%
- January 1, 2026 – 3%
- January 1, 2027 – 2.7%

### **Amend** LOU 2020-05: SUBJECT: Rest Periods/Overtime

- Renew with the following amendments:

This letter of understanding applies to former local 4 employees ~~only~~ and employees in the **classifications of Water Distribution Operator 1, Water Distribution Operator 2, Leading Water Distribution Operator, and Water Supply Operator.**

**Amend** the following Letter of Understanding as follows:

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**Letter of Understanding: 2020-10**  
**Original date Signed: February 7, 2014**

**SUBJECT: Golf Course Operations**

Each municipally owned and operated golf property (operating at least one golf course), ~~will~~ **shall** have a Greenskeeper.

A total maximum of two (2) Assistant Greenskeepers ~~will~~ **shall** be used to service all municipally owned and operated golf properties.

Also, the parties agree that ~~Temporary Golf Course Maintainers~~ **Temporary Golf Course Maintainers II and Temporary Golf Course Maintainers I** may be hired by the Corporation for the golf season each year and they ~~will~~ **shall** be paid in accordance with Schedule "A".

For any annual golf season, ~~Temporary Golf Course Maintainers~~ **Temporary Golf Course Maintainers II and Temporary Golf Course Maintainers I** may work for a maximum consecutive term of March 1 to the next following December 1.

- **Amend and Renew LOU - 2020-13** - TERMS OF DEDICATED PRESIDENCY FOR LOCAL 107 as follows:

Amend paragraph 2 to "The President shall be paid at the wage rate that is two wage levels above the wage level of their position per Schedule "A" of the collective Agreement to a maximum of a wage Level ~~15~~ **16**"

- **Delete**: 2020-14: Request to Revert to Employee's Previous Position
- **Delete**: LOU: 2020-20, SUBJECT: Rate of Pay for Acting Supervisors Performing Duties of Supervisor III, Water Supply Operators

**NEW LOU – Water Operations**

**SUBJECT:** Water Operations – Job Postings: Water Distribution Operator 1, Water Distribution Operator 2, Waterworks Inspector, Leading Water Distribution Operator and Water Supply Operator

The parties agree for job postings in the classifications of Water Distribution Operator 1, Water Distribution Operator 2, Waterworks Inspector, Leading Water Distribution Operator, and Water Supply Operator where there is no internal applicant who possesses the required certificate(s)/qualifications for the job in accordance with Article 8.1 and/or Article 8.4 Progression Classifications the process outlined below shall apply.

1. The Corporation shall consider an internal applicant who does not possess the required certificate, on the condition that the employee be required to obtain the required certificate within a reasonable period, in addition to any other reasonable conditions relating to the job

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qualifications determined by the Corporation including but not limited to obtaining a DZ licence or completion of specified courses.

2. The specific conditions in paragraph 1 above will be prescribed in an offer of employment letter which will be copied to the Union and must be signed by the employee prior to commencement of the new job. Failure to meet the conditions set out in the offer of employment letter within the specified period, will result in the employee being reverted to their former job at their former rate of pay.
3. In filling vacancies and new positions under paragraph 1 above, the Corporation shall follow the applicable process outlined below.

For Water Distribution Operator 1, preference shall be given to the internal applicants in the following order (for clarity, internal applicants will be assessed first based on the criteria set out in Step 1, if there is no internal applicant that meets the Step 1 criteria, then assessment of the internal applicants will move to Step 2, if there is no internal applicant that meets the Step 2 criteria the assessment of the internal applicants will move to Step 3, following the same process as applicable until completion of Step 4).

#### STEP 1

- passed the Class 1 Water Distribution examination evidenced by written documentation showing the internal applicant has passed the examination or confirmation that they have written the examination and are waiting for the results.

If there is no internal applicant that meets the above criteria, then,

#### STEP 2

- possession of both a Water Distribution Operator In Training (OIT) certificate and a Certificate of Achievement for successful completion of Ontario's Entry-Level Course (ELC) for Drinking Water Operators evidenced by written documentation or confirmation that they have written the examination and are waiting for the results.

If no internal applicant with both OIT and ELC, then,

#### STEP 3

- possess an OIT or ELC certificate evidenced by written documentation or confirmation that they have written the examination and are waiting for the results

If no internal applicant possesses an OIT or ELC, then

#### STEP 4

- possess a DZ licence

In any one of the steps above, if more than one internal applicant possesses the required criteria then the senior most internal applicant shall be selected. If there are no internal applicants after completion of Step 4, the vacancy may be filled by an external applicant.

For Water Distribution Operator 2, preference shall be given to the internal applicant as follows:

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- possession of a Class 1 Water Distribution Certificate in good standing evidenced by written documentation and sufficient operating experience to renew their Class 1 Water Distribution Certificate; and
- passed the Class 2 Water Distribution examination evidenced by written documentation showing the applicant has passed the examination or confirmation that they have written the examination and are waiting for the results.

If more than one internal applicant possesses the above required criteria then the senior most internal applicant shall be selected. If there are no internal applicants who possess the above criteria, the vacancy may be filled by an external applicant.

For the Waterworks Inspector, preference shall be given to the internal applicant as follows:

- possession of a Class 2 Water Distribution Certificate in good standing evidenced by written documentation and sufficient operating experience to renew their Class 2 Water Distribution Certificate;

If more than one internal applicant possesses the above required criteria then the senior most internal applicant shall be selected. If there are no internal applicants who possess the above criteria, the vacancy may be filled by an external applicant.

For Leading Water Distribution Operator, preference shall be given to the internal applicant in the following order:

- possession of a Class 2 Water Distribution Certificate in good standing evidenced by written documentation and sufficient operating experience to renew their Class 2 Water Distribution Certificate;
- passed the Class 3 Water Distribution examination evidenced by written documentation showing the internal applicant has passed the examination or confirmation that they have written the examination and are waiting for the results; and
- possess at least two (2) years of water distribution operating experience as an Operator in Charge ("OIC").

If more than one internal applicant possesses the above required criteria, then the senior most internal applicant shall be selected. If there are no internal applicants who possess the above criteria, the vacancy may be filled by an external applicant.

For the Water Supply Operator, preference shall be given to the internal applicant in the following order (for clarity, internal applicants will be assessed first based on the criteria set out in Step 1, if there is no internal applicant that meets the Step 1 criteria, then assessment of the internal applicants shall move to Step 2, if there is no internal applicant that meets the Step 2 criteria the assessment of the internal applicants shall move to Step 3, following the same process as applicable until completion of Step 4).

#### STEP 1

- 2-year post-secondary diploma in environmental sciences or another field relevant to the duties of the position



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- possession of a Class 3 Water Distribution Certificate in good standing and a Class 1 Water Treatment Certificate in good standing evidenced by written documentation and sufficient operating experience to renew this certificate; and
- passed the Class 2 Water Treatment examination evidenced by written documentation showing the internal applicant has passed the examination or confirmation that they have written the examination and are waiting for the results.

If no internal applicant meets the above criteria, then

#### STEP 2

- 2-year post-secondary diploma in environmental sciences or another field relevant to the duties of the position
- possession of a Class 3 Water Distribution Certificate in good standing evidenced by written documentation and sufficient operating experience to renew this certificate; and
- possession of a Class 1 Water Treatment Certificate in good standing evidenced by written documentation and sufficient operating experience to renew their Class 1 Water Treatment Certificate;

If no internal applicant meets the above criteria, then

#### STEP 3

- 2-year post-secondary diploma in environmental sciences or another field relevant to the duties of the position
- possession of a Class 3 Water Distribution Certificate in good standing evidenced by written documentation and sufficient operating experience to renew this certificate; and
- passed the Class 1 Water Treatment examination evidenced by written documentation showing the internal applicant has passed the examination or confirmation that they have written the examination and are waiting for the results.

If no internal applicant meets the above criteria, then

#### STEP 4

- 2-year post-secondary diploma in environmental sciences or another field relevant to the duties of the position
- possession of a Class 2 Water Distribution Certificate in good standing and a Class 2 Water Treatment Certificate in good standing evidenced by written documentation and sufficient operating experience to renew these certificates; and
- passed the Class 3 Water Distribution examination evidenced by written documentation showing the internal applicant has passed the examination or confirmation that they have written the examination and are waiting for the results.

In any one of the steps above, if more than one internal applicant possesses the required criteria then the senior most internal applicant shall be selected. If there are no internal applicants after completion of Step 4 the vacancy may be filled by an external applicant.

4. The foregoing process shall be applied in respect of filling non-permanent vacancies for a period of (2) working days (which may include overtime) or more in the positions of Lead

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Water Distribution Operator and Water Inspector under article 15.4 of the collective agreement, subject to the following:

- for non-permanent vacancies as described above in the position of Leading Water Distribution Operator, opportunities will be offered on a rotating basis to the six most senior employees in the Water Distribution Operator 2 classification who have at least 2 years of experience as a Water Distribution Operator 2 and meet the criteria in paragraph 3 above for Leading Water Distribution Operator, save and except they will not be required to have minimum 2 years OIC experience
  - for non-permanent vacancies as described above in the position of Water Inspector, opportunities will be offered on a rotating basis to the six (6) most senior employees in the Water Distribution Operator 2 classification who meet the criteria in paragraph 3 above for Water Inspectors
5. For any of the criteria listed above, the employee must provide the written evidence and/or demonstrate they possess the qualification or confirmation that they have written the examination and are waiting for the results at the time of the closing date for the job posting. In these circumstances, the Corporation may request that the period to award any position(s) from the applicable job posting may be extended beyond the time outlined in Article 8.1(a) until such time as the results are received and the Union shall not unreasonably withhold such consent. For clarity, an employee who has written an examination but cannot provide written confirmation they have passed the exam prior to the closing date for the job posting or prior to the end of any agreed upon extension of the period to award the position will not be awarded the position.
6. The Corporation shall conduct information sessions as follows:
- Four (4) times a year for interested employees in positions within Water Operations to provide information and guidance in the following general areas:
    - the process to obtain and maintain water distribution and/or water treatment certificates beyond those which they currently hold;
    - the above process related to job postings; and
    - to address any employee questions
  - Four (4) times a year for interested employees outside Water Operations to provide information and guidance in the following general areas:
    - Operator in Training Certificate;
    - Ontario's Entry-Level Course for Drinking Water Operators;
    - The process for obtaining and maintaining water distribution and/or water treatment certificates;
    - The above process related to job postings; and
    - To address any employee questions.

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7. The Corporation shall post annually by the end of January in each year, a notice to advise employees of the process to express an interest in opportunities to write examinations for water distribution certificates for that calendar year. The notice will set out at minimum:
  - o the requirements to be eligible to write the applicable examination;
  - o that the employee must have the applicable level water distribution and/or water treatment certificate, in good standing;
  - o instruction on how to submit the expression of interest; and
  - o the deadline by which the expression of interest must be submitted.

The Corporation shall consider the expressions of interests received and opportunities shall be provided to eligible employees based on seniority. The Corporation may at its discretion post additional notices as described above in the same calendar year provided the minimum information as set out above is included.

- Renew all other letters of understanding

## **NEW: LETTER OF COMMITMENT**

### **SUBJECT: Sanitation Operations**

At the beginning of 2024, the Corporation of the City of London implemented a new Green Bin program, moved to bi-weekly garbage pickup for the majority of the year, introduced a separate collection system for large bulky waste and redefined the collection zones compared to the previous collection system (6 zones moved to 5 zones). These new initiatives have changed how the majority of Sanitation Operations works. Both parties wish to discuss this program within the context of the entirety of sanitation operations after it has been in effect for a year. Accordingly, the parties agree that they shall meet at a mutually agreeable time in January 2025 for these discussions.

## **NEW LETTER OF COMMITMENT**

**Whereas** the Seasonal Asphalt Raker and Seasonal Concrete Finisher bulletins are currently under review before the CUPE 107 Joint Job Evaluation Committee (the "JJEC");

**AND Whereas** the Corporation has committed to bringing forward to the JJEC the Seasonal Tile Setter;

**AND Whereas** the Corporation has committed to considering a plan to create full time bulletins for the Asphalt Raker and Concrete Finisher while considering amalgamating and/or combining other work that the new full-time bulletin may perform;

**AND Whereas** the parties wish to confirm the commitment going forward regarding the work of these seasonal bulletins;

Now therefore the parties confirm their commitment as follows:

1. The Corporation will continue with its plan to consider creating a full-time bulletin for the

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- Asphalt Raker and Concrete Finisher.
2. The Corporation will continue with its plan to bring forward the seasonal Tile Setter to JJEC with the understanding that the Seasonal Tile Setter bulletin will be discontinued, and the work added to the new full-time bulletin for Concrete Finisher.
  3. The Union commits that it will not unreasonably withhold its agreement in accordance with Article 8.1(c) as may be necessary.
  4. Nothing in this Letter of Commitment shall be construed as a representation by the Corporation of what additional job duties may be included in the full-time bulletin of Asphalt Raker and/or Concrete Finisher and/or the job title for either of these full-time bulletins.

### **NEW LOU re: Motor Vehicle Mechanic**

**Whereas** the Corporation has posted several vacancies within the classification of Motor Vehicle Mechanic (310S and 310T Technician);

**And Whereas** the job requires a valid Certificate of Qualification from the Ministry of Labour, Immigration, Training and Skills Development (or as amended/renamed from time to time) as a 310T (Truck and Coach Technician) and 310S (Automotive Technician) as well as completion of both the 310T (Truck and Coach) and the 310S (Automotive) Technician Apprenticeship Programs at a certified community college or trade school;

**And Whereas** the Corporation has not been successful in filling the posted vacancies mainly because of the lack of candidates that have both the 310T and 310S qualifications;

**And Whereas** individuals who hold the 310T qualifications can obtain the 310S Certificate of Qualification and Apprenticeship Program with the assistance of the Corporation. The Corporation will fulfil the requirements of the Sponsor as per the Apprentice Training Agreement defined by the Ministry of Labour, Immigration, Training and Skills Development;

**And Whereas** the Corporation desires to hire potential applicants who have 310T qualifications, on the condition that they expediently obtain the 310S qualifications;

**NOW THEREFORE** the parties hereby agree to the following terms on a without prejudice or precedent basis:

1. The Union agrees to extend the probationary period in Article 6.2 to a period of up to three (3) years from the date of hire for any employee hired in accordance with this Agreement (the "Agreement"). During the extended probationary period these employees will be required to obtain their 310S qualifications (Certificate of Qualification and Apprenticeship Program). The probationary period shall end the earlier of the date the 310S qualifications (Certificate of Qualification and Apprenticeship) are successfully obtained or three (3) years from the date of hire.
2. The parties agree that employees hired in accordance with the Agreement shall be compensated in accordance with Schedule "A" of the Collective Agreement with the exception that once they have completed twelve (12) months of service, they shall be compensated in accordance with the Apprenticeship Program outlined in the Collective

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Agreement.

3. For clarity, the parties agree that employees hired in accordance with the Agreement shall be considered to be in the "2nd Period (Intermediate)" period and compensated at 90% of the one (1) year rate of the Motor Vehicle Mechanic position once they have completed twelve (12) months of service. Upon successful completion of the 310S qualifications as described in paragraph 1 above, and the minimum six (6) month and one (1) year service time described in Schedule "A", employees hired under the Agreement shall be paid at the twelve (12) month/job rate of the Motor Vehicle Mechanic as set out in Schedule "A".
  
4. The parties agree that should employees hired in accordance with the Agreement be unable to obtain their 310S qualifications within the extended probationary period, the employees will relinquish the bulletined Motor Vehicle Mechanic's position they hold and be placed in a non-bulletined Garage Servicer/ Truck Washer (W0630) position. Should the employee leave the Garage Servicer/ Truck Washer position, it will not be backfilled as a permanent vacancy:
  - a. When an employee is placed in a position carrying a lower rate, their existing rate shall be red-circled for a period of one (1) year from date of transfer. At the completion of this first year in the lower paid classification, their hourly rate shall be reduced by 3% and by a further 3% at subsequent six (6) month intervals. This retrogression shall proceed until the reduced wage rate and the wage rate of their new classification are the same. Upon reaching the rate of the lower paid classification, the employee concerned shall be granted negotiated increases for that classification.
  
5. In extenuating circumstances, and if both parties agree in writing, the probationary period may be further extended.
  
6. The parties agree that Management reserves all rights under the Collective Agreement to modify and amend the job description of Motor Vehicle Mechanic and nothing in the Agreement amends or alters these rights.
  
7. The Corporation agrees that Fleet Services shall maintain six (6) day shift positions at a minimum. Fleet Services shall offer these day shift positions using an expression of interest process and selection based on seniority.

**NOT TO FORM PART OF THE COLLECTIVE AGREEMENT**

1. Further to the Notice provided by the Corporation regarding Winter Operations, and for the term of this Collective Agreement (January 1, 2024 to December 31, 2027), the Corporation will not schedule more than 4 employees working as Equipment Operator 2s and 2 employees working as Labourers to a night shift, Monday to Friday (9 p.m. to 5 a.m.). For clarity:
  - the 4 employees working as Equipment Operator 2s and the 2 employees working as Labourers are in addition to the number of Equipment operator 2s assigned (or to be assigned) to existing winter shifts as set out in the document titled “2023/2024 Sander Shift - City Forces” as of February 12, 2024
  - Monday night shift starts at 9 p.m. on the Sunday
  
2. Further to the Notice provided by the Corporation regarding vacation carryover – the parties agree to meet within 90 calendar days following ratification to come to an agreement regarding how employees who are carrying over more than 60% of their vacation entitlement from the 2023 vacation year to the 2024 vacation year will reduce their carryover to 50% of their current vacation entitlement by the 2027 vacation year.

# SCHEDULE B

## LOCAL 107 AND THE CITY OF LONDON

Submitted February 5, 2024 at 10 AM

### AGREED TO ITEMS

February 5, 2024

#### ARTICLE 2 - UNION SECURITY AND CHECKOFF

- 2.1 All present employees shall become or remain, as the case may be, members of the Union; and all persons who may hereafter become employees covered by this Agreement shall become members ~~after 90 calendar days~~ **on commencement** of employment and shall maintain such membership, all as a condition of continuing employment.

#### ARTICLE 4 - UNION MANAGEMENT RESPONSIBILITIES

- 4.1 All employees agree to give their best efforts at all times to the performance of their work and will not in any circumstances deliberately delay, shirk, or cause delay to any work through petty grievances but will carry on with their work while any grievance is being investigated. ~~Department Heads~~ **Management will shall** not discriminate against any employee who has requested investigation into an alleged grievance, and all Parties hereto ~~will shall~~ at all times extend the fullest co-operation to one another in order that the assigned work shall be carried on economically.

#### ARTICLE 5 - UNION REPRESENTATION

- 5.1 [...] RETURN TO WORK COMMITTEE consisting of three (3) members of the Union and up to three (3) members from the Corporation for the purpose of returning those employees from the Bargaining Unit with occupational or non-occupational disabilities or diminished capacity to gainful employment, with the main objective to return those employees to their regular predisability work, **and consider accommodation plans as applicable. The parties shall have one (1) alternate member each but in no case shall more than three (3) members of the Union or three (3) members of the Corporation attend meetings.**  
[...]
- ~~5.1~~ 5.1 Subject to Article 5.2 and 5.3(a) and (b), the Corporation ~~will shall~~ recognize the following Committees of employees for the respective purposes shown:

THE BARGAINING COMMITTEE consisting of not more than five (5) employees, for the purpose of negotiating this Agreement and its renewal.

THE JOINT ACTION COMMITTEE shall consist of five (5) Union and five (5) Management representatives. The purpose of this Committee is to improve relations between the Corporation and its employees from the Bargaining Unit by making recommendations which ~~will shall~~ create a better working environment and improve services and by making recommendations on conditions causing grievances and misunderstandings.

## LOCAL 107 AND THE CITY OF LONDON

**Submitted February 5, 2024 at 10 AM**

JOINT JOB EVALUATION COMMITTEE consisting of not more than four (4) employees and not more than four (4) representatives of the Corporation to the intent that there shall be equal representation on this Committee.

THE GRIEVANCE COMMITTEE consisting of three (3) employees appointed for the purpose of dealing with Employee or Policy or Group Grievances.

THE SAFETY COMMITTEE shall be constituted in accordance with the Occupational Health and Safety Act, as amended from time to time or current practice as accepted by the Ministry of Labour.

CONTRACTING OUT COMMITTEE consisting of four (4) members of Union and up to four (4) members of Management for the purpose of exchanging information and views on contracting out.

RETURN TO WORK COMMITTEE consisting of three (3) members of the Union and up to three (3) members from the Corporation for the purpose of returning those employees from the Bargaining Unit with occupational or non-occupational disabilities or diminished capacity to gainful employment, with the main objective to return those employees to their regular predisability work, **and consider accommodation plans as applicable. The parties shall have one (1) alternate member each but in no case shall more than three (3) members of the Union or three (3) members of the Corporation attend meetings.**

EMPLOYEE DEVELOPMENT COMMITTEE consisting of two (2) members of the Union and two (2) members of Management for the purpose of addressing issues relating to employee training and development.

- 5.2 The Corporation will not be required to recognize or deal with employees on any of the Committees in Articles 5.1 unless those employees have acquired seniority under Article 6 and the Union has notified the Director, People Services in writing of the names of such employees and the Committees of which they are members from time to time. The Union will also notify the Director, People Services in writing on an annual basis or as changes occur, of the names of the Executive and Stewards of the Union. **The Corporation shall notify the Union in writing on an annual basis or as changes occur, the names of the members of Management for the applicable committees outlined in Article 5.1.**
- 5.9 **The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees whom it may require in dealing or negotiating with the Corporation.**

### ARTICLE 7 - JOB EVALUATION FOR THE PURPOSES OF RECLASSIFICATION, REVISION OF POSITION AND NEW POSITIONS

- 7.4 The Parties agree to meet ~~quarterly~~ **monthly** on the ~~second Thursday~~ **last Tuesday** of each ~~new quarter~~ **the month** or more often as required.



LOCAL 107 AND THE CITY OF LONDON

Submitted February 5, 2024 at 10 AM

ARTICLE 9 - HOURS OF WORK

9.1

...

**NEW**

(d) Employees shall be entitled to a fifteen (15) minute paid break period in each half of each normal work day or shift as the case may be.

ARTICLE 10 – OVERTIME AND SURPLUS TIME BANK

10.1(b)

...

(ii) within the bulletin in the work area (Work area includes but is not limited to Transportation Operations, Water Operations, Sewer Operations, Fleet Operations, Facility Operations, Parks Operations, Roadside Operations, Wastewater Treatment Operations, Solid Waste Collection, ~~and~~ Solid Waste Disposal, and **Downtown Operations**. Work areas may be amended by the Corporation from time to time.)

ARTICLE 11 – CALL-IN AND STANDBY

11.4

(ii) within the bulletin in the work area (Work area includes but is not limited to Transportation Operations, Water Operations, Sewer Operations, Fleet Operations, Facility Operations, Parks Operations, Roadside Operations, Wastewater Treatment Operations, Solid Waste Collection, ~~and~~ Solid Waste Disposal, and **Downtown Operations**. Work areas may be amended by the Corporation from time to time.)

ARTICLE 12 – PAID HOLIDAYS

12.1 (a) All employees within the scope of this Agreement who are not required to work on the following holidays shall be paid, subject to Article 12.3, at the regular rate of pay for each of the following holidays:

- |                                       |  |
|---------------------------------------|--|
| New Year's Day                        | Civic Holiday                                    |
| <b>Family Day</b>                     | Labour Day                                       |
| Good Friday                           | <b>National Day for Truth and Reconciliation</b> |
| Easter Monday                         | Thanksgiving Day                                 |
| Victoria Day                          | Christmas Day                                    |
| <del>Dominion</del> <b>Canada Day</b> | Boxing Day                                       |
| Lieu Day                              |  |

~~Family Day (for as long as it is defined as a public holiday in accordance with the Employment Standards Act, 2000)~~

## LOCAL 107 AND THE CITY OF LONDON

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and any other day declared by a competent authority to be a holiday within the meaning of the *Bills of Exchange Act* as amended from time to time. An employee in receipt of wage replacement benefits, not including Workplace Safety & Insurance Benefits, ~~will~~ **shall** receive the difference between the wage replacement benefit received and **one hundred percent (100%)** of regular pay for paid holidays falling within the disability period, such amounts to be payable upon return to work, or on the first pay period in December for employees on a continuing absence.

### ARTICLE 12 – PAID HOLIDAYS

- 12.2 In addition to the foregoing, the one-half working day preceding Christmas Day and the one-half working day preceding New Year's Day shall constitute an additional paid half holiday, provided, however, the Christmas half holiday and the New Year's half holiday ~~will~~ **shall** be observed **on the employee's last regular work day or regular shift as the case may be** ~~working day~~ preceding the respective holiday. ~~except when Christmas Day and New Year's Day fall on a Saturday, Sunday or Monday, in which case the half holiday will be observed on the preceding Friday afternoon.~~ An employee ~~will~~ **shall** receive pay of two times regular hourly rate for all hours worked in excess of 4 hours on these two one-half working days.

### ARTICLE 14 - HOSPITAL, HEALTH, DENTAL, GROUP INSURANCE, SICK LEAVE, PENSIONS

- 14.5 Sick Leave and Retirement Gratuity Benefits – Excluding Former P.U.C. Employees

Employees in the Bargaining Unit, not including transferred P.U.C. employees, shall be entitled to the sick leave and retirement gratuity benefits as per the following:

- (a) (i) Each permanent employee, with a seniority date prior to February 1, 1985, shall be eligible to a credit of **twelve (12)** days sick leave yearly, accumulated on a weekly basis by hours. Such credits shall be cumulative.
- (ii) Each permanent employee with a seniority date on or after February 1, 1985, shall earn **one (1)** day (8 hours) of sick leave credit for each complete month during which they worked all scheduled hours unless the employee has used **two (2)** days (16 hours) of sick leave in that month. Vacation, statutory holidays, bereavement leave, surplus time leave, or absence for which an employee receives *Workplace Safety and Insurance Act, 1997* as amended from time to time ("WSIA") temporary disability benefits, ~~lay-off~~ **layoff** of **five (5)** days or less, or authorized union business are considered hours worked. Such earned credits shall be cumulative.

## LOCAL 107 AND THE CITY OF LONDON

**Submitted February 5, 2024 at 10 AM**

An absence (or absences) for any other reason shall mean the employee does not earn sick leave credits for that month, provided the cumulative total of such absences was **one** (1) day (8 hours) or more.

- (b) Each employee, after acquiring seniority with the Corporation shall be eligible to receive sick leave, at full salary or wage rate, for any time lost by illness to the full extent of Sick Leave Credits available to them at the time of such absence.
- (c) Except as otherwise herein provided, the number of days an employee is absent on account of illness shall be deducted from their cumulative Sick Leave Credits.
- (d) An employee who is absent because of sickness for five (5) days or more shall, on request, provide the Director or designate of their Division with a certificate from a qualified physician **or Nurse Practitioner** certifying as to their inability to return to work and subsequently as management may require.
- (e) Where an employee (not including employees who transferred from the P.U.C.) is absent as a result of an accident while at work for the Corporation of the City of London, or illness inherent to their occupation(s) at the Corporation of the City of London, and, as a result, is receiving, WSIA benefits as awarded by the Workplace Safety and Insurance Board ("WSIB"), they shall receive the difference between their regular pay and the Board's award, such difference not to be deducted from their sick leave credits. If such an employee is not eligible for WSIA benefits, they shall receive sick leave pay according to this ~~by-law~~ **Agreement** and the time off shall be deducted from their Sick Leave Credits.

The Parties ~~will~~ **shall** work together towards an active WSIA rehabilitation program.

- (f) Re-employed personnel of the Armed Forces shall receive the same Sick Leave Credit for the time spent in the Forces as they would have received had they remained with the Corporation.
- (g) Sick Leave Credits earned by service in any Department shall be credited to the employee concerned and sick leave pay to which the employee is entitled shall be authorized by the Department in which the employee is employed at the time of illness.
- (h) Every employee with a seniority date prior to February 1, 1985, and who is, at the time of their retirement, actively engaged at their duties or absent on duly authorized leave, shall be entitled to receive a sick leave gratuity on one, but not both, of the following bases:
  - (i) On the date of their retirement, they may be granted a sick leave gratuity in cash equal to their salary, wages or other remuneration for one-half the number of days standing to their credit and in any event not in excess of the amount of one-half (**1/2**) year's earnings at the rate received by them immediately prior to termination of employment; or

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- (ii) With the consent of their Department Head, in lieu of the sick leave gratuity which would otherwise be paid in cash in accordance with the foregoing, such employee may be granted retirement leave with full pay for a period equal to one-half (**1/2**) the number of days standing to their credit and in any event, not in excess of a period of **six (6)** months. Such leave shall be completed as of the date of normal retirement.

Employees with a seniority date on or after February 1, 1985, are not entitled to such benefit.

- (i) Any employee with a seniority date prior to February 1, 1985, and who on termination of their employment with the Corporation has at least **seven (7)** years of service; or the Estate of such employee who dies while in the employ of the City, having at least **seven (7)** year's service, shall be entitled to receive pay for the period equal to one-half (**1/2**) the number of days standing to their credit and, in any event not in excess of the amount of one-half (**1/2**) year's earnings at the rate received by them immediately prior to termination of employment.

Employees with a seniority date on or after February 1, 1985, are not entitled to such benefit.

- (j) Whenever an employee, formerly employed by another Municipality or local Board which had established a Sick Leave Credit Plan under this or any other general or special Act, leaves the employ of that municipality or local Board, and immediately transfers to the employ of the City of London, without interruption of employment by another employer, the Director, People Services shall take such action as may be necessary to place such sick leave credits to the new employee's credit in the records of the City of London. The manner of earning Sick Leave Credits, and the eligibility to a retirement gratuity or leave, or pay upon death or termination of employment, shall be governed by the employee's seniority date, as previously set out.
- (k) If an employee's absence due to such sickness extends beyond a pay period, their pay shall, to the extent of their accumulated sick leave credits, be continued during such absence provided the employee gives or causes the giving of prompt notice of their sickness.
- (l) An employee who gives notice of absence due to sickness may be required to produce evidence of sickness reasonably satisfactory to the Director, People Services **or designate**. In the event the Corporation requests an employee who is absent on sick leave to submit a medical examination by a physician appointed by the Corporation, **the full cost shall be paid for by the Corporation. The medical information obtained through such an examination shall be provided to the employee and the employee's treating physician and the Corporation's Occupational health Physician. The Corporation shall be entitled to a copy of the physician's report. information regarding prognosis, restrictions and abilities.**
- (m) Employees eligible for short term disability or long term disability insurance do not earn sick leave credits for any time they were so eligible, unless the employee

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returns to active employment, at which time they would receive those credits which they would have otherwise earned.

### ARTICLE 16 - GRIEVANCE PROCEDURE

- 16.3 The following is the procedure which shall be adhered to in processing Grievances, save as otherwise provided in this Article and in Article 18.

...

#### Step No. 3

If the Grievance is not settled at Step 2, the Steward or the Chief Steward may, within and not after **five (5)** working days of the date of receiving the decision of the **respective Division Manager or their nominee designate**, (or, if no decision is received from that Official, then within **five (5)** working days after such decision ought to have been given), **submit the Grievance to the Director, People Services or their designate. The Director, People Services or their designate may meet to discuss the Grievance with the Union's Grievance Committee within and not after seven (7) working days of the date the Grievance was submitted. The Director, People Services or their designate shall give their decision in writing within ten (10) working days following the Step 3 meeting date.** If the Grievance is not settled ~~at Step 3 within (10) working days after the date it was taken up with the Director, People Services or their nominee,~~ then the Union may, within and not after **twenty (20)** working days after the date upon which the Grievance was taken up with the Director, People Services, **of receiving the decision of the Director, People Services or their designate (or if no decision is received from that Official within twenty (20) working days after such decision ought to have been given)**, refer the Grievance to Arbitration under Article 17.

### ARTICLE 19 - PROTECTION OF EMPLOYEE'S POSITION AND DISABILITY TRANSFERS

- 19.4 An employee to whom Article 19.2 and 19.3 applies shall be subject to an examination by the Corporation's medical examiner or by another physician selected by the Corporation **and the full cost shall be paid for by the Corporation.** ~~The employee and the Corporation shall be entitled to a copy of the report of such examination.~~ **The medical information obtained through such an examination shall be provided to the employee and the employee's treating physician and the Corporation's Occupational Health Physician. The Corporation shall be entitled to information regarding prognosis, restrictions, and abilities.**

If the employee is not satisfied with their rating following such examination, they ~~will~~ **shall** have the right to be examined by their own physician. If the report of the employee's physician is contrary to the first report, they ~~will~~ **shall** be examined by a third physician satisfactory to both Parties. The third physician ~~will~~ **shall** be requested to

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**Submitted February 5, 2024 at 10 AM**

complete a standard medical examination form but will not be informed of the reason for the examination. The results of such examination shall not be disclosed to the Corporation without the consent of the employee who may wish to use the same in support of a claim for special consideration.

### ARTICLE 20 CLOTHING & TOOL ALLOWANCE and ADMINISTRATION FEES

20.2 Clothing and Footwear Allowance

- ...
- (f) All Clothing Allowances ~~will~~ **shall** be paid on the ~~first~~ **second** pay period ~~of~~ **in the month of December** each year, except as noted under (b)

### ARTICLE 23 - TEMPORARY EMPLOYEES

23.2

Notwithstanding the provisions of Article 6, a temporary employee (including a temporary employee whose engagement is extended pursuant to Article 23.1(b)) shall not become a permanent probationary employee nor be covered by any of the terms and conditions of this Agreement save as expressly set out in this Article; provided that if any such employee is, during their engagement as a temporary employee, either hired by the Corporation on a permanent basis or is the successful applicant for any posted vacancy under Article 8, they shall be credited with seniority dating back to the date of their last hiring **(a break in service within the bargaining unit of less than one month (up to 31 calendar days) shall be considered provided that in no case will shall the employee's seniority date be backdated beyond January 1<sup>st</sup> of the calendar year in which they were permanently hired).**

### ARTICLE 27 – TRAINING

27.2 For the purposes of clarification, training programs ~~will~~ **shall** be categorized as follows:

- A. Promotional Training
- B. Job Related Training

- (a) **PROMOTIONAL TRAINING** – A notice ~~will~~ **shall** be posted by the Corporation for promotional training, as required. All interested employees may apply for the training opportunity which shall be posted for a period of eight (8) working days. Employees that apply and qualify for posted training opportunities ~~will~~ **shall** receive the bulletin rate of the classification where the training opportunity exists.

The Corporation ~~will~~ **shall** retain the applications received for promotional training for a period of two years from closing and schedule training as required with the provisions of Article 6.4 and **Article 8.1** to apply. Employees who are successful in applying to the posted opportunity ~~will~~ **shall** be expected to complete the promotional training offered.

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### 27.7 Trainer Opportunities

Employees designated as Trainers for posted training opportunities shall receive the next higher job rate for such training hours.

In order to accommodate training needs, when Management (with the input of the Employee Development Committee) determines that there is a need for a Bargaining Unit trainer extending beyond one week, such opportunities shall be filled in accordance with **Article 8.1** and **Article 6.4**, identifying the skills and abilities necessary for the training assignment.

### ARTICLE 28 - LAY-OFF LAYOFF AND RECALL

28.1 Where a permanent employee is to be laid off or recalled, such ~~lay-off~~ **layoff** and/or recall shall be in accordance with the following procedure.

28.2 (a) Written notice of the ~~lay-off~~ **layoff** shall be provided to the employee(s) affected at least **five (5)** working days in advance of the scheduled start of the ~~lay-off~~ **layoff**. Such notice ~~will~~ **shall** be considered to have been delivered to the employee on the day it is delivered to them personally, or **two (2)** calendar days after it is mailed (by registered mail) to their address on record.

(b) Employees who receive such notice of ~~lay-off~~ **layoff** may displace less senior employees within the Bargaining Unit.

(c) In every case where an employee assumes a position, either by displacing another employee, or upon recall, the employee assuming the position must have the necessary qualifications, skills and abilities to effectively perform the duties of the position assumed.

In every case where an employee has displaced some other employee in a given job, the least senior employee in that job shall be the employee in that job considered to be displaced.

(d) Employees with notice of ~~lay-off~~ **layoff** may displace less senior employees first, within their job and Bargaining Unit or if they have the least seniority in that job or Bargaining Unit then within any job within their Bargaining Unit, then they are least senior in their Bargaining Unit or do not have the necessary qualifications, skills or abilities to efficiently perform any other work in their Bargaining Unit, then any job in the Bargaining Unit which is being performed by a less senior employee.

In every case where an employee has displaced some other employee in a given job, the least senior employee in that job shall be the employee in that job considered to be displaced.

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**Submitted February 5, 2024 at 10 AM**

(...)

- (2) The employer ~~will~~ **shall**, based upon the forecasted need and the time period required to complete the associated Learner program, determine the need to post and fill opportunities for Learner positions in accordance with the provisions of Article 6 and **Article** 8. The posting ~~will~~ **shall** identify the job being filled through the Learner provisions in keeping with the established practice.

(...)

**LETTERS OF UNDERSTANDING**

- 2020-01: Equipment Operators and Drivers
- 2020-03: Benefits for Laid of Employees
- 2020-04: Loss of Driver's License - *correct spelling "Licence"*
- 2020-05: Rest Periods/Overtime
- 2020-07: Leave of Absence for Union Business
- 2020-08: Letter of Commitment re Contracting Out
- 2020-09: Re: Ontario Works
- 2020-11: Re: Water Main Maintenance Overtime
- 2020-12: Ontario Pay Equity Act
- 2020-15: Meal Allowances for Road or Sidewalk Plough Employees
- 2020-17: Protocol for Complaint/Grievance Investigation
- 2020-18: Service Delivery Options in Solid Waste Operations
- 2020-19: Work Day in Excess of Eight Hours
- 2020-21: Scheduling on paid Holidays – Arenas
- 2020-22: Excess Hours Agreement
- 2020-23: Winter Control Employees - Standby

**Letter of Understanding re: Arena Operations**

- ...
7. By August 15th of each year, the Corporation will canvass AOW's to seek volunteers to fill the ~~four (4)~~ **six (6)** unassigned AOW jobs referred to in paragraph 1 above. Failing obtaining sufficient volunteers for these assignments, the Corporation will assign the jobs to the junior AOW's each year.
- ...

**HOUSEKEEPING**



LOCAL 107 AND THE CITY OF LONDON

Submitted February 5, 2024 at 10 AM

- Amend all language to be gender-neutral.
- Correct any typos/spelling mistakes and grammatical errors
- Correct spelling of "Licence".
- Change "will" to "shall", where appropriate, for consistency throughout the Collective Agreement.

Dated at London, Ontario, this 5<sup>th</sup> day of February, 2024.

FOR THE UNION:

Gamie McBride

~~\_\_\_\_\_~~

Marni MacLeod

\_\_\_\_\_

Bernie [Signature]

[Signature]

FOR THE CORPORATION:

[Signature]

Emily Waldie

[Signature]

[Signature]

A-Laces

[Signature]

[Signature]

[Signature]

\_\_\_\_\_

**AGREED TO ITEMS**  
**March 1, 2024**

**ARTICLE 2 - UNION SECURITY AND CHECKOFF**

- 2.4 All sums deducted pursuant to this Article shall be remitted monthly by the Corporation to the Treasurer of the Union and such remittance shall be made within **fourteen (14)** calendar days following the deduction, together with a list of names of all employees from whose remuneration union dues and assessments were so deducted. **The list of names shall also indicate the amount of union dues and assessments deducted for each employee, and the hourly rate in their base classification.** The Corporation shall notify the Union once each month of all terminations of employment and of all newly hired employees.

**ARTICLE 4 - UNION MANAGEMENT RESPONSIBILITIES**

- 4.2 The Corporation and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, ~~lay-off~~ **layoff**, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, **ancestry, citizenship, ethnic origin, place of origin, national origin, disability, political or religious affiliation, sex/pregnancy**, or marital status, **sexual orientation, family status, gender identity, gender expression, record of offences**, place of residence, nor by reason of their membership or activity in the Union, or for any other reasons.

**ARTICLE 6 – SENIORITY**

- 6.3 The Corporation ~~will~~ **shall** maintain a seniority list showing each employee's name, payroll number, department, the date upon which seniority commenced and position classification. In January and July of each year, the Corporation ~~will~~ **shall** revise the Seniority List and ~~will~~ **shall** deliver copies to the Union and post a copy on all bulletin boards. Complaints about the accuracy of a Seniority List ~~will~~ **shall** be considered within thirty (30) days of the date of such delivery and if no complaint or grievance is received within that time, the list shall then be deemed to be accurate.
- 6.5 In determining the length of service for the purposes of seniority, continuity of service shall not be considered interrupted if:
- (a) Absence from the Corporation's service is due to an illness **or injury** and attested to by a physician's, **or Nurse Practitioner's** certificate (up to a maximum of all sick leave credits and fifteen months thereafter).
  - (b) Absence from the Corporation's service is due to a leave of absence granted by the General Manager of Community Services or Environmental and Engineering Services and City Engineer and the Director, People Services.
  - (c) Absence from the Corporation's service is due to service in the Armed Forces.
  - (d) Absence from the Corporation's service is due to service as a voluntary firefighter.

**ARTICLE 16 GRIEVANCE PROCEDURE**

- 16.4 (a) A Grievance filed by a group of employees and a policy grievance of the Union shall be taken up at Step 2 of the Grievance Procedure.
- (b) A policy grievance of the Corporation shall be in writing and may be initiated by the Director, People Services delivering the grievance to the President of the Union or in their absence to the presiding officer of the Union. If any such grievance is not settled within (15) working days of the date of such delivery, the Corporation may refer the grievance to arbitration under Article 17.
- (c) A Grievance regarding violence, harassment, sexual harassment, and discrimination, shall be taken up at Step 3 of the Grievance Procedure.**

**SCHEDULE "C" - FORMER COUNTY OF MIDDLESEX BENEFITS LOCAL 107, C.U.P.E**

- Delete name Steve McAllister
- delete Schedule "C" Former County of Middlesex Benefits Local 107 in its entirety
- delete "Benefits at a Glance as at December 1992" city of London Local 107 Former county of Middlesex Employees in its entirety
- delete all references to "Former County of Middlesex" in the Collective Agreement

**SCHEDULE "D" - FORMER P.U.C BENEFITS LOCAL 4, C.U.P.E**

Active employees listed below continue to receive the same benefits enjoyed with their previous employer until the Parties agree otherwise or November 30th 2001 whichever is earlier:

**ACTIVE:**

~~Richard Bender~~  
~~Jeff Bogal~~  
~~Bradley Cook~~  
~~William Dark~~  
~~Perry Davie~~  
~~Mark Donahue~~  
~~Thomas Edie~~  
~~Christopher Fletcher~~  
~~Dale Gerster~~  
~~Robert Jones~~  
~~Jonathan MacMillan~~  
~~Raymond Marino~~  
~~Philip Martyn~~  
~~Stewart McCulloch~~  
~~Christopher Monk~~  
~~Allan Moore~~  
~~Grant Murphy~~  
~~Donald Ormerod~~  
~~Mark Serle~~  
~~Steven Simmonds~~  
~~Jim Smith~~

~~Doug Steels~~  
~~Wayne Stirling~~  
~~Owen Sullivan~~  
 Shaun Trudell  
 Teresa Vanderwerf  
 William Wallace  
 Timothy Whitworth  
~~Victoria Wils~~

**Letter of Understanding Number 2020-06**

**SUBJECT: Hours of Work Permit – ~~Wastewater Treatment~~ Greenway Operations**

With respect to Shift ~~Operations~~ **Operators and Chief Operators** at the ~~Wastewater Treatment~~ **Greenway Wastewater Treatment Plant** ~~Operations Plants~~.

The parties do hereby agree to hours of work for shift ~~operations~~ **operators and chief operators** in accordance with the following provisions, subject to approval by the Ministry of Labour as **applicable** and notwithstanding any contrary provisions in the Collective Agreement:

1. Shifts ~~will~~ **shall** be scheduled which require that employees work 12-hour shifts on Saturdays and Sundays on a rotating basis. Such shifts will not attract an overtime premium.
2. All weekly shifts are scheduled on a 40 hour per week basis- , ~~Sunday~~ **Monday** to Sunday, hours worked beyond 40 hours ~~will~~ **shall** attract an overtime premium.
3. The usual provisions for shift premiums such as afternoon, evening and weekend shift premiums shall apply to employees assigned to shift operations **in accordance with the Collective Agreement**. ~~at the Wastewater Treatment Operations Plants~~.
4. Whenever a Statutory Holiday falls on a day on which an employee is regularly scheduled to work a 12-hour shift, Statutory Holiday Pay ~~will~~ **shall** be calculated based on a 12-hour work day.

**Letter of Understanding: 2020-22**

SUBJECT: Excess Hours of Work Agreement

WHEREAS Local 107 and the Corporation wish to enter into an agreement permitting work in excess of eight (8) hours in a day or forty-eight (48) hours in a week, subject in all cases to the provisions of the applicable Collective Agreement;  
 NOW THEREFORE the parties agree as follows:

1. As provided for in section 17(2), 17(3), 17(4) of the Employment Standards Act, 2000, Local 107 agrees that for its permanent employees working in the classifications listed in Schedule "A" of the Collective Agreement (as updated and amended from time to time in accordance with the Collective Agreement) the hours of work in a day may exceed eight (8) and the hours

of work in a week may exceed forty-eight (48), provided that in all cases such assignment of work is in accordance with the provisions of the collective agreement.

...

6. Subject to the collective agreement, Local 107 agrees that the hours of work of permanent **P.C.P. Operations Helpers**, Shift Operators, and Chief Wastewater Operator 3s (as those classifications may be amended from time to time) may exceed forty-eight (48), and up to sixty-four (64) hours in a week.

7. Subject to the collective agreement, Local 107 agrees that the hours of work for its members who are permanent employees working in the classifications of Equipment Operator 2, Water Distribution Operator 1, Sewer Construction Operator, Waterworks Inspector, Water Operations Plumber, E.1 Equipment Operator, Leading Water Distribution Operator, Leading Sewer Construction Operator, Water Distribution Operator 2, and Water Meter Servicer (as those classifications may be amended from time to time) may exceed forty-eight (48) hours and up to sixty-eight (68) hours per week.

8. Either party may revoke this Agreement by providing the other party with two weeks' written notice.

#### Letter of Understanding: 2020-24

##### SUBJECT: E1 Promotional Training

The parties do hereby agree as follows:

1. To provide an Equipment Operator 1 ("E1") promotional training program in accordance with Article 27 of the Collective Agreement, except as outlined below:

(a) Applicants for the E1 training program ~~will~~ **shall** be selected based on an assessment of current skill, ability through a competency evaluation, experience and interview. The selection criteria ~~will~~ **shall** be communicated to the Employee Development Committee and posted as per the training opportunity.

(b) Applicants that score the highest in the evaluation ~~will~~ **shall** be appointed to the promotional training pool.

(c) The evaluation ~~will~~ **shall** be conducted by the Corporation and/or a third party training provider chosen by the Corporation.

(d) Employees selected for the posted training opportunity ~~will~~ **shall** remain in their current classification however, when participating in the E1 training or acting in E1 position appointments, shall receive the following wage rate:

(i) For the first **one thousand and forty** (1040) hours of training and/or appointments, the **six** (6) month rate for E1 as per Schedule "A"

(ii) For all training/appointment hours beyond **two thousand and eighty** (2080) hours, the **twelve** (12) month rate as per Schedule "A"

(e) Employees are expected to complete all the promotional training opportunities offered during

the program that they are available for, failure to complete all mandatory aspects of the training program will result in the removal of candidates from the E1 promotional pool. The training curriculum ~~will~~ **shall** consist of both class room and practical training components.

(f) The E1 promotional training program ~~will~~ **shall** be separated into two classes:

(i) E1 Excavation (Backhoe and Excavator)

(ii) E1 Grader **and Bulldozer**

The promotional program ~~will~~ **shall** identify a maximum of two candidates for each of these two classes during the program.

2. Once an E1 bulletined position is posted and awarded the successful candidate(s) must commit to fulfill the requirements of the position for a minimum of two years.

3. Except as otherwise provided in this Letter of Understanding all other terms and conditions of the Collective Agreement apply

**NEW: Letter of Understanding: 2024-**

**SUBJECT: Road Operations Summer Night Shift Staff assigned to Sweeping, Flushing and Line Marking Operations regarding when Canada Day will be observed for the Term of the Collective Agreement**

The following applies to employees assigned to Sweeping, Flushing and Line Marking Operations in Road Operations for summer night shifts regarding when Canada Day will be observed and how employees within the work area will be compensated.

1. This agreement will apply only to the following employees who are regularly scheduled in the summer to work four (4) ten (10) hour shifts per week commencing on Monday nights at 9 pm and ending on Friday mornings at 7 am:
  - a. Equipment Operator 2s or employees performing the duties of the Equipment Operator 2 classification who are assigned to sweepers or flushers; and
  - b. Other employees assigned to line painting/marketing duties.
2. Notwithstanding Article 12.4, the following shall apply for the employees referenced in paragraph 1 above:
  - a. For the calendar year 2024 - Canada Day (July 1) will be observed so that the employees will be regularly scheduled to commence their work week on Tuesday July 2, 2024 night at 9 pm and they will be paid ten (10) hours at their regular hourly rate for holiday pay for the Monday July 1, 2024, 9 pm to Tuesday July 2, 2024, 7 am holiday shift.
  - b. For the calendar year 2025 - Canada Day (July 1) will be observed such that they will be regularly scheduled to commence their work on the Tuesday July 1, 2025 night 9 pm to Wednesday July 2, 2025 morning 7 am shift and they will be paid ten (10) hours at their regular hourly rate pay for holiday pay for the Monday June 30, 2025, 9 pm to Tuesday July 1, 2025 7 am holiday shift. Furthermore, in this case, they shall not be

entitled to any premium pay in respect of work performed on Tuesday July 1, 2025, from 9 pm to midnight.

- c. For the calendar year 2026 – Canada day (July 1) will be observed such that they are not regularly scheduled to work the Wednesday July 1, 2026 night 9 pm to Thursday July 2, 2026 morning 7 am shift and they will be paid ten (10) hours at their regular hourly rate pay for holiday pay for this holiday shift. Furthermore, in this case, they shall not be entitled to any premium pay in respect of work performed on Wednesday July 1, 2026, from midnight to 7 am.
- d. For the calendar year 2027– Canada day (July 1) will be observed such that they are not regularly scheduled to work the Thursday July 1, 2027 night 9 pm to Friday July 2, 2027 morning 7 am shift and they will be paid ten (10) hours at their regular hourly rate pay for holiday pay for this holiday shift. Furthermore, in this case, they shall not be entitled to any premium pay in respect of work performed on Thursday July 1, 2027, from midnight to 7 am.

3. Except as otherwise provided in this Letter of Understanding all other terms and conditions of the Collective Agreement apply.

Dated at London, Ontario, this 01st day of March, 2024.

**FOR THE UNION:**

Gamie McBucke

[Signature]

Marni Maxwell

[Signature]

[Signature]

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**FOR THE CORPORATION:**

[Signature]

[Signature]

Emily Walsh

D. Frenn

[Signature]

[Signature]

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**AGREED TO ITEMS  
April 3, 2024**

**Amend Article 3.1 as follows:**

**3.1 The Union recognizes the rights conferred upon the Corporation by Statute and the rights of the Corporation to:**

- **hire, promote, demote, transfer, suspend (non-disciplinary) for proper cause; and**
- **discipline including but not limited to suspension and discharge an employee for just cause**

**provided that a claim of discriminatory promotion or demotion without proper cause, or a claim that an employee has been disciplined including but not limited to suspension and discharged without just cause, may be the subject of a grievance and dealt with under the provisions of Article 16 of this Agreement.**

**Article 5.1**

~~THE JOINT ACTION COMMITTEE shall consist of five (5) Union and five (5) Management representatives. The purpose of this Committee is to improve relations between the Corporation and its employees from the Bargaining Unit by making recommendations which will create a better working environment and improve services and by making recommendations on conditions causing grievances and misunderstandings.~~

**THE UNION – MANAGEMENT COMMITTEE shall consist of three (3) Union and three (3) Management representatives. At least two of the active Management members will be People Services Representatives and at least two of the active Union members will be members of the Union’s Executive. The purpose of this Committee is to improve relations between the Corporation and its employees from the bargaining unit by making recommendations which will create a better working environment and improve services and by making recommendations on conditions causing grievances and misunderstandings. This Committee shall not have jurisdiction over wages or any other matter relating to collective bargaining, including the administration of this Agreement. This Committee shall not supersede the activities of any other Committee of the Union or the Corporation and it shall not have the power to bind either the Union, its members or the Corporation to any decisions or conclusions reached in its discussions. This Committee shall have the power to make recommendations to the Union and to the Corporation with respect to its discussions and conclusions. Necessity for a meeting will be indicated by a communication from one party to the other containing an agenda of the subjects to be discussed. The parties will meet at a mutually acceptable time.**

**ARTICLE 6 - SENIORITY**



Submitted by the Corporation on April 3, 2024 at approximately 7:30PM

Note: Proposed amendments do not reflect any other proposed changes to the Articles outlined below. The parties may agree to amend/or update any other position titles/division names that have not been noted below.

6.5 In determining the length of service for the purposes of seniority, continuity of service shall not be considered interrupted if:

...

(b) Absence from the Corporation's service is due to a leave of absence granted by the ~~General Manager of Community Services or Environmental and Engineering Services and City Engineer and~~ **applicable Deputy City Manager** and the Director, People Services.

**New**

**6.6 (g) they fail to return to from a leave of absence under Article 21.2 upon expiration of the leave, unless a reasonable explanation is provided.**

#### **ARTICLE 7 - JOB EVALUATION FOR THE PURPOSES OF RECLASSIFICATION, REVISION OF POSITION AND NEW POSITIONS**

Note: Proposed amendments do not reflect any other proposed changes to the Articles outlined below. The parties may agree to amend/or update any other position titles/division names that have not been noted below.

7.2 Schedule "A" to this Collective Agreement provides the agreed upon integration of job classifications to wage rates and steps. In addition, a listing will be maintained by the ~~Human Resources~~ **People Services** Division, identifying the current classification for each job as determined by the Joint Job Evaluation Committee. A copy of this listing will be supplied to the Union upon request and, in any event, no less often than annually.

Note: Proposed amendments do not reflect any other proposed changes to the Articles outlined below. The parties may agree to amend/or update any other position titles/division names that have not been noted below.

7.3 A database of Job Descriptions shall be maintained by the ~~Human Resources~~ **People Services** Division. Finalized Job Descriptions will be consistent with the job duties, qualifications and other job characteristics as rated by the Joint Job Evaluation Committee. Upon request, the Human Resources Division will supply true copies of finalized Job Descriptions to the Union and/or to employees.

#### **ARTICLE 8 - STAFF CHANGES, ADDITIONS AND PROMOTIONS**

**Article 8.1(a)**

Whenever a new job is established in accordance with Article 7 or there is a permanent vacancy in any of the jobs covered by this Agreement and the Corporation proposes to fill such vacancy, the following shall apply:

Within (30) days the Director, People Services or designate will cause a notice of the permanent vacancy to be posted up on all bulletin boards **in the workplace** the ~~Environmental Services Department and Community Services Department~~ for a period of (8) working days. Any employee in ~~these Departments~~ who has acquired seniority or any temporary employee within the meaning of Article 23 shall be entitled to make application for the posted vacancy. **Notwithstanding, probationary employees may apply for permanent vacancies of a higher classification. Where probationary employee who is awarded a position in these circumstances, they will serve the remainder of their probationary period and the applicable trial period concurrently.** A copy of each such notice will be sent to the Union on or before the date of posting. Vacancies and new positions not filled within thirty (30) days from the date of closing of the posting shall be reposted.

**ARTICLE 10 - OVERTIME AND SURPLUS TIME BANK**

Note: Proposed amendments do not reflect any other proposed changes to the Articles outlined below. The parties may agree to amend/or update any other position titles/division names that have not been noted below.

10.1 (a) No employee shall be called to work more than (40) hours in any one week, or more than the daily hours identified in Articles 9.1 (a) and (b) except as it may affect the proper functioning of the Department in an emergency, or to provide adequate service. Determination of a state of emergency and the provisions of adequate service shall be at the discretion of the **applicable Deputy City Manager General Manager of Community Services or Environmental and Engineering Services and City Engineer or Designate.**

14.7 RETIREMENT

~~An employee shall be subject to retirement upon attaining their 65th birthday; provided that a~~ **A** ~~retired employee may upon mutual agreement of the Parties, be who is rehired as a temporary employee but shall not thereby acquire or reacquire seniority under Article 6.1.~~

**ARTICLE 18 - DISCHARGE AND DISCIPLINE CASES**

**Amend** Article 18.1 as follows:

18.1 In the event an employee, who has attained seniority, is discharged or disciplined and the employee considers that an injustice has been done, the matter may be taken up at Step 2 of the Grievance Procedure. ~~In such cases, Manager or their nominee, shall ensure that a Steward is requested to be present at the time the employee is advised of the discipline or discharge.~~

**Amend Article 18.2 as follows:**

18.2

- (a) ~~In the event an employee is disciplined or discharged, the Union shall be notified promptly of such action.~~ **Where an employee is requested to attend a meeting that may result in disciplinary action being taken, which includes investigative meetings, the Manager or their designate shall ensure that a Steward is present at the time of the meeting. In the event an employee is disciplined or discharged, the Manager or their designate, shall ensure that a Steward is present at the time the employee is advised of the discipline or discharge.**

**ARTICLE 20 - CLOTHING & TOOL ALLOWANCE AND ADMINISTRATION FEES**

20.1 The Corporation agrees to provide at its own expense, to employees designated by the ~~General Manager of Community Services or Environmental and Engineering Services and City Engineer,~~ **applicable Director or their designate** the protective clothing and equipment as mandated by **the Occupational Health and Safety Act**, as amended from time to time, ~~and /Construction and Industrial Establishment Regulations,~~ except for those safety items for which an allowance is provided per Article 20.2. The list of items are as follows:

B.1 The following are particulars of the safety related clothing, equipment and frequency of issue mentioned in Article 20.

ITEM	FREQUENCY OF ISSUE
Rubber Boots	At discretion of <del>General Manager of Community Services or Environmental and Engineering Services and City Engineer</del> <b>the applicable Director or their designate.</b>
Wet weather gear	At discretion of <del>General Manager of Community Services or Environmental and Engineering Services and City Engineer</del> <b>the applicable Director or their designate.</b>
Safety glasses	At discretion of <del>General Manager of Community Services or Environmental and Engineering Services and City Engineer</del> <b>the applicable Director or their designate.</b>

Gloves	At discretion of <del>General Manager of Community Services or Environmental and Engineering Services and City Engineer</del> <b>the applicable Director or their designate.</b>
Hard hats	At discretion of <del>General Manager of Community Services or Environmental and Engineering Services and City Engineer</del> <b>the applicable Director or their designate.</b>
Safety goggles	At discretion of <del>General Manager of Community Services or Environmental and Engineering Services and City Engineer</del> <b>the applicable Director or their designate.</b>
<b>Flagman's High Visibility vest</b>	At discretion of <del>General Manager of Community Services or Environmental and Engineering Services and City Engineer</del> <b>the applicable Director or their designate.</b>
Reflective jacket	At discretion of <del>General Manager of Community Services or Environmental and Engineering Services and City Engineer</del> <b>the applicable Director or their designate. Employees in Road Operations may elect to substitute their entitlement for a reflective jacket for reflective cover-alls instead.</b>
Reflective cover-alls	At discretion of <del>General Manager of Community Services or Environmental and Engineering Services and City Engineer</del> <b>the applicable Director or designate.</b>
<b>Arc flash clothing</b>	<b>At discretion of the applicable Director or their designate.</b>

The wearing of clothing in accordance with the Workplace Attire Policy and all pertinent safety related clothing (including approved safety footwear) and equipment by members of the

Bargaining Unit while on duty is a condition of employment. **The Corporation shall use its best efforts to ensure that proper fitting clothing, footwear and equipment are available for employees.**

**ARTICLE 21 – LEAVE OF ABSENCE FOR UNION BUSINESS AND LIMITS ON UNION TIME OFF WITH PAY**

21.2 An employee who is elected to a full-time position with the Union shall be granted leave of absence without pay and without the other benefits provided by this Agreement, but without loss of seniority, ~~for a maximum period of (2) terms in office, which terms shall not exceed (4) consecutive years.~~ An employee who is selected or appointed to a full-time position with the Union shall be granted up to ~~(12) months~~ **24 months** leave of absence without pay and without the other benefits provided by this Agreement, but without loss of seniority. While on such leave of absence, the employee may make across the counter payments to continue their medical, hospital, pension and other benefits under this Agreement. The aforementioned payments are capped at **thirty-five percent (35%)** of base pay. Upon the expiration of either of such types of leave of absence, the employee shall resume their duties with the Corporation, ~~or shall be considered to have tendered their resignation from the employ of the Corporation if they fail to return at that time,~~ **Article 6.6 shall apply.**

**ARTICLE 27 - TRAINING**

Note: Proposed amendments do not reflect any other proposed changes to the Articles outlined below. The parties may agree to amend/or update any other position titles/division names that have not been noted below.

27.4 The Corporation shall reimburse an employee 100% of the tuition cost of a course of instruction taken by such employee to better qualify them to perform their job and such courses must be approved in writing by the employee's ~~General Manager~~ **Deputy City Manager** prior to commencement. Payment shall be made upon the employee providing proof of successful completion of the course and original receipt of tuition expenditure.

**ARTICLE 28 - LAY-OFF LAYOFF AND RECALL**

Note: Proposed amendments do not reflect any other proposed changes to the Articles outlined below. The parties may agree to amend/or update any other position titles/division names that have not been noted below.

28.2

(e) Employees on lay-off will not be paid wages for the time the employees are on lay-off. All other benefits will continue until the last day of the second calendar month following the month in which the lay-off actually occurred. Such benefits will include both group insurance benefits, and those benefits operated by seniority, including Statutory Holiday benefits and vacation entitlement.

If the lay-off extends beyond the last day of the second calendar month following the month in which the lay-off actually occurred, no benefits shall accumulate beyond that

date, except as specifically noted. An employee's seniority shall be considered interrupted as of the specified date, and no benefit which operates by the employee accumulated seniority or which operates by the employee being regularly at work, shall accumulate. Where benefits are provided by the payment of a premium, those benefits may be continued provided the employee gives notice to the ~~Human Resources~~ **People Services** Division of the employer, that they wish to continue participation in the benefit plan, and pays the entire cost of the premium directly to the Human Resources Division. Such premium payment must be made not later than the 25th day of the month prior to the month in which the premium is due.

- (f) Employees shall be recalled to duty in order of seniority. Notice of recall will be given by registered mail to the employee's address on record with the ~~Human Resources~~ **People Services** Division. It is the employee's responsibility to ensure such address on record is current.

### **Schedule "A"**

Note: Proposed amendments do not reflect any other proposed changes to the Articles outlined below. The parties may agree to amend/or update any other position titles/division names that have not been noted below.

### ~~Wage Schedule for Outside Employees of the Works Department~~

- 2020-02: Winter Control Operations

LOU #2020-02 re: Winter Control Operations renew with amendments as follows:

...

2. Regarding Regulation 04/93 of the Highway Traffic Act, the parties agree that it is, and will remain, the mutual position of the parties that:
- a) in the event of a significant snow and/or winter storm, employees driving snow plows, ~~wingmen~~ **wing-people** and sanders could be responding to an "emergency" (within the meaning of that term under the Highway Traffic Act), if that emergency has been declared by the appropriate and authorized body or individual; and
  - b) when on duty for 15 consecutive hours, snow plow operators and sanders typically have at least two hours "on duty" time, during which they do not drive.

...

5. The City shall prepare "spare lists" which ~~will~~ **shall** be utilized for overtime opportunities for plow operations and ~~wingmen~~ **wing-people**, where winter operations overtime is assigned beyond that assigned to the regular plow operators and wingmen. The list for plow operators ~~will~~ **shall** be separate from the list for wingmen.

...

The spare list for ~~wingmen~~ **wing-people** shall consist of interested and trained employees, listed by seniority. The City shall offer opportunities for employees to act as spare ~~wingmen~~ **wing-people** to employees on the list by seniority on a rotating basis.

6. **Notwithstanding Article 8.1(a), the Corporation may appoint employees who are not classified as Equipment Operator 2 to act as Equipment Operator 2 for four (4) months or more during the winter control season only without creating a**

permanent vacancy which needs to be posted.

- 7. On request of the Union, the relevant responsible managers shall meet with Union representative(s) in October/November each year to discuss how management intends to assign employees during the Winter Control Season, i.e. which employees will be assigned to the sander shift, plow beats, sidewalk plows, etc. out of which yards to the extent such information has been determined at that time with a view to identifying and resolving in advance any issues which may arise in connection with same.
- 8. Before the commencement of the Winter Control Season, the Corporation shall post in a prominent location in each works yard where winter control employees work the initial assignment of winter control employees in that yard, including the initial shift and/or beat assignment for each such employee assigned to the sander shift, plow beats and sidewalk plow beats. The Corporation has no obligation to maintain this posting current as assignments are altered during the course of the winter control season, pursuant to the collective agreement.
- 9. The Corporation shall by November 1 each year provide written notice to the Union in respect of the anticipated dates for the commencement and termination of the ensuing winter control season and shall provide advance written notice if and when it amends these dates.

Dated at London, Ontario, this 3rd day of April, 2024.

FOR THE UNION:

g McBride  
[Signature]  
[Signature]  
Marni Maxwell  
[Signature]  
[Signature]

FOR THE CORPORATION:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]