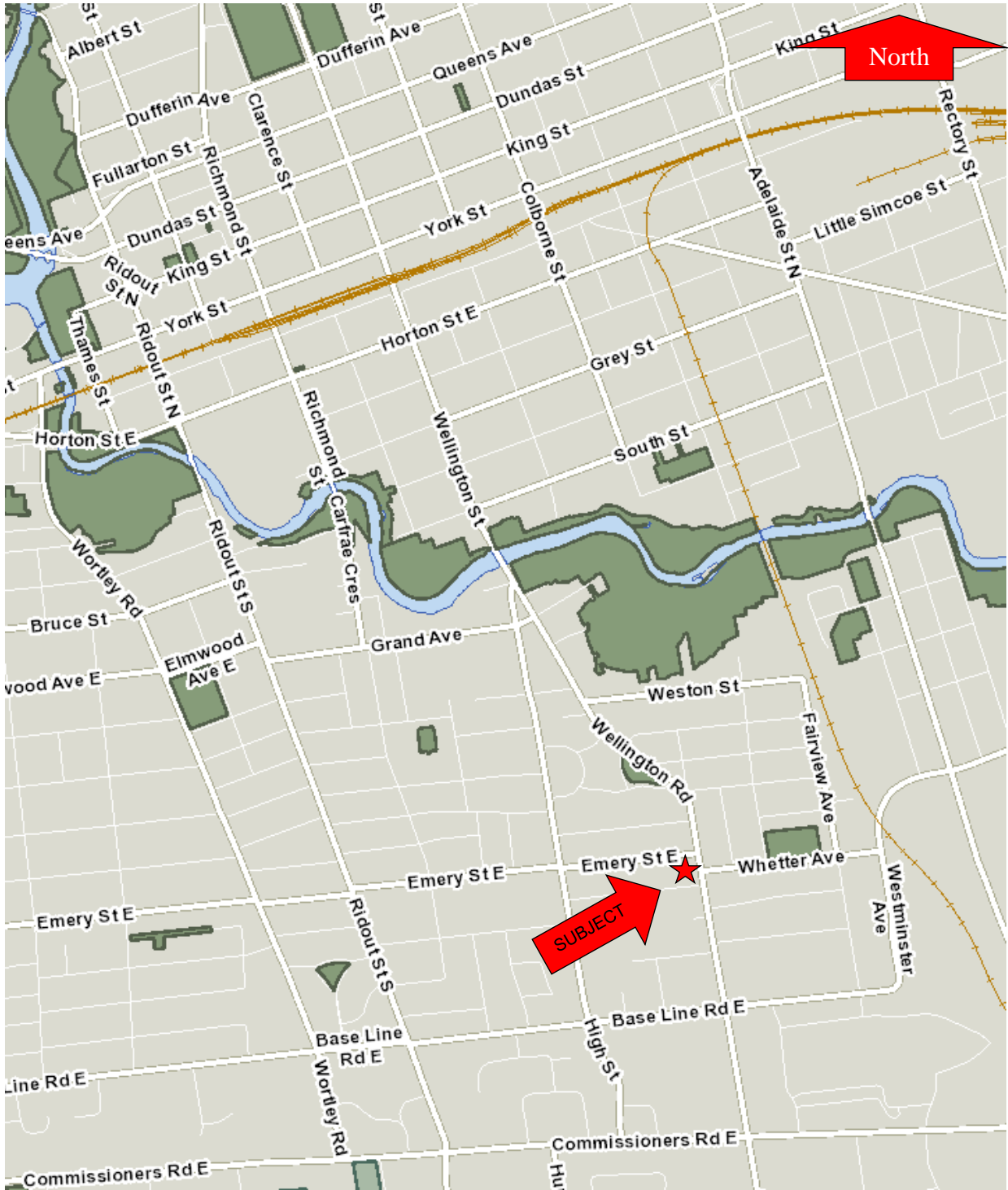


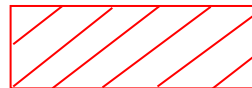
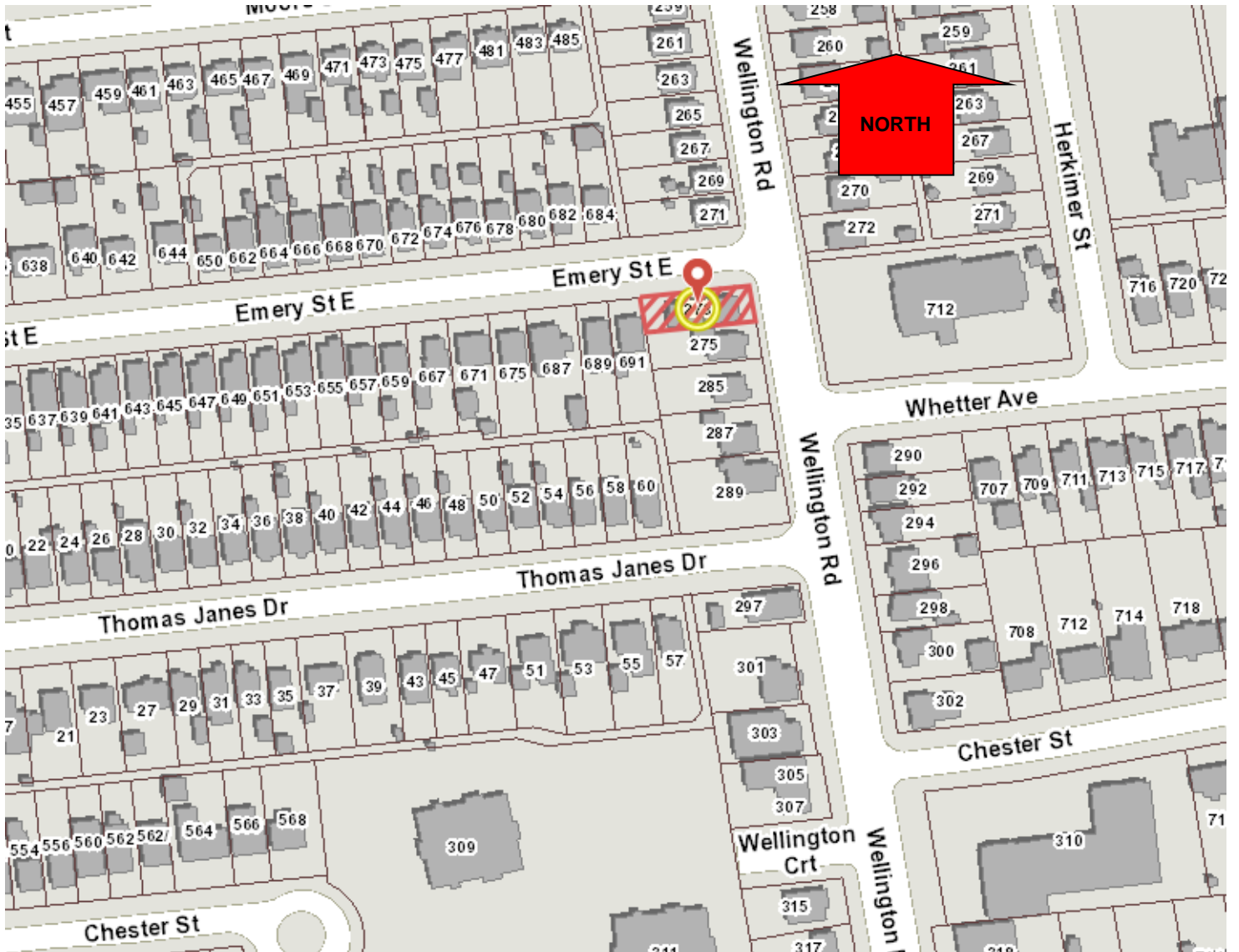
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### Location Map



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### Subject Site



= Subject Property

**APPENDIX "A"  
CONFIDENTIAL**

#19161

Chair and Members  
Corporate Services Committee

November 19, 2019  
(Property Acquisition)

**RE: Property Acquisition - Wellington Gateway Project  
(Subledger LD190062)  
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit <sup>3</sup>  
273 Wellington Road**

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**FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:**

Finance & Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the detailed source of financing for this purchase is:

<b><u>ESTIMATED EXPENDITURES</u></b>	<b><u>Approved Budget</u></b>	<b><u>Committed To Date</u></b>	<b><u>This Submission</u></b>	<b><u>Balance for Future Work</u></b>
Land Acquisition	\$7,572,900	\$3,421,080	\$308,255	\$3,843,565
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$7,572,900</u></b>	<b><u>\$3,421,080</u></b>	<b><u>\$308,255</u></b> <sup>1)</sup>	<b><u>\$3,843,565</u></b>
<b><u>SOURCE OF FINANCING</u></b>				
Capital Levy	\$787,582	\$355,793	\$32,059	\$399,730
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) 6,785,318	3,065,287	276,196	3,443,835
<b>TOTAL FINANCING</b>	<b><u>\$7,572,900</u></b>	<b><u>\$3,421,080</u></b>	<b><u>\$308,255</u></b>	<b><u>\$3,843,565</u></b>

1) Financial Note:

Purchase Cost	\$300,000
Add: Land Transfer Tax	2,975
Add: HST @13%	39,000
Less: HST Rebate	<u>(33,720)</u>
Total Purchase Cost	<u>\$308,255</u>

2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2019.

3) Civic Administration is currently in the midst of the 2020-2023 Multi-Year Budget development. For capital projects, including Rapid Transit, this requires changes to project numbers and names to align with the 2019 Development Charges Background Study and approved PTIS funding applications. As a result, noticeable changes to capital project numbers and names will occur. The final structure of these projects within the capital plan will be presented in the draft 2020-2023 Multi-Year Budget document scheduled to be tabled on December 9, 2019.

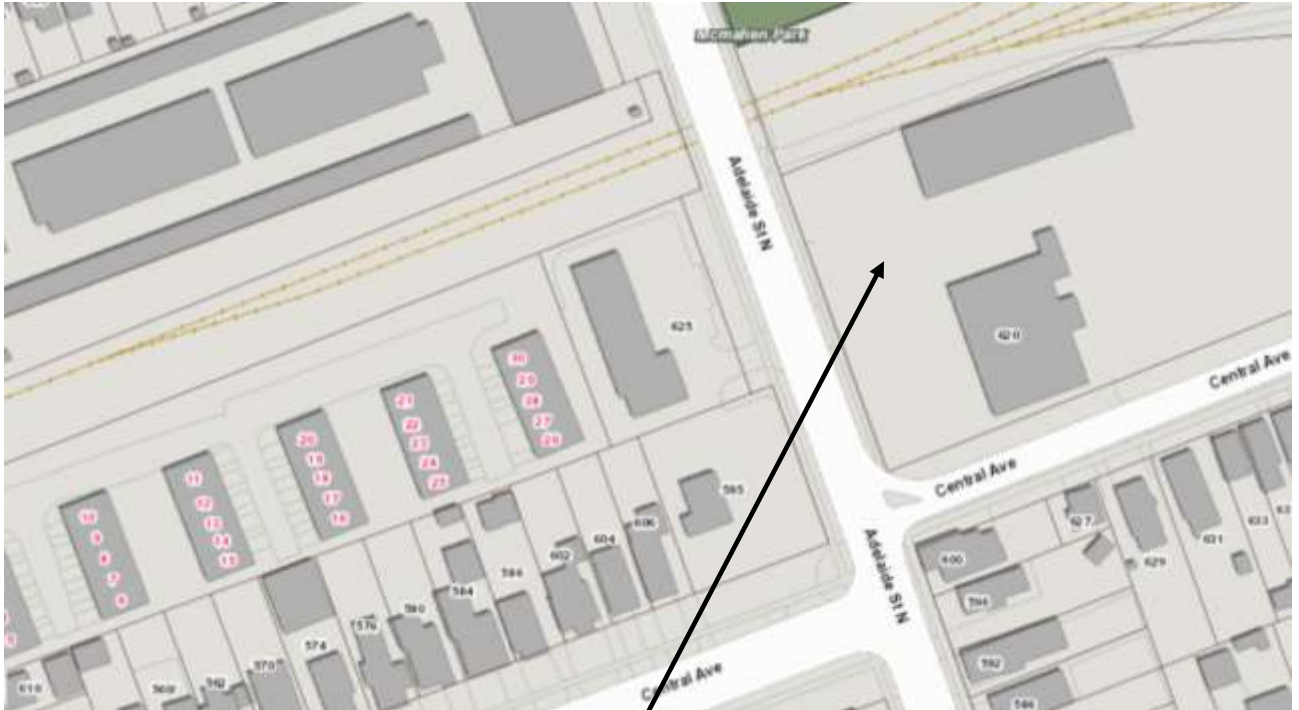
lp

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Jason Davies  
Manager of Financial Planning & Policy

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**Location Map**



**620 Adelaide Street**



**APPENDIX "A"**  
**CONFIDENTIAL**

Chair and Members  
Corporate Services Committee

**#19159**  
November 19, 2019  
(Property Acquisition)

**RE: Property Acquisition - 620 Adelaide St North**  
**(Subledger LD180099)**  
**Capital Project TS1306 - Adelaide Street Grade Separation CPR Tracks**  
**Canadian Pacific Railway Company**

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**FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:**

Finance & Corporate Services confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with concurrence of the Director, Roads and Transportation, and Division Manager, Transportation Planning and Design, on the advise of the Manager of Realty Services, the detailed source of financing for this project is:

<b><u>ESTIMATED EXPENDITURES</u></b>	<b><u>Approved Budget</u></b>	<b><u>Committed To Date</u></b>	<b><u>This Submission</u></b>	<b><u>Balance for Future Work</u></b>
Engineering	\$3,025,750	\$3,025,750		\$0
Land Acquisition	11,424,250	631,655	781,767	10,010,828
Relocate Utilities	5,800,000			5,800,000
City Related Expenses	100,000	281		99,719
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$20,350,000</u></b>	<b><u>\$3,657,686</u></b>	<b><u>\$781,767</u></b> 1)	<b><u>\$15,910,547</u></b>
<b><u>SOURCE OF FINANCING</u></b>				
Debenture By-Law No. W.-5600-57	\$11,634,500	\$2,627,692	\$561,623	\$8,445,184
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) 5,730,500	1,029,994	220,143	4,480,363
Other Contributions	2,985,000			2,985,000
<b>TOTAL FINANCING</b>	<b><u>\$20,350,000</u></b>	<b><u>\$3,657,686</u></b>	<b><u>\$781,767</u></b>	<b><u>\$15,910,547</u></b>

1) Financial Note:

Purchase Cost	\$62,667
Add: Legal Fees	5,000
Sub-Total	67,667
Add: Land Transfer Tax	352
Add: Easement, Licence, Loss of Income	712,645
Add: HST @13%	8,147
Less: HST Rebate	(7,044)
Total Purchase Cost	<u>\$781,767</u>

2) Development Charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies conducted in 2019.

lp

\_\_\_\_\_  
Jason Davies  
Manager of Financial Planning & Policy

Agenda Item # Page #

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### Location Map



**2535 Hyde Park Road**



**APPENDIX 'A'  
CONFIDENTIAL**

#19164

Chair and Members  
Civic Works Committee

November 19, 2019  
(Property Acquisition)

**RE: Property Acquisition - 2535 Hyde Park Road  
Sunningdale Rd W & Hyde Park Road Roundabout  
(Subledger LD190063)  
Capital Project TS1335 - Intersection - Sunningdale - Hyde Park Roundabout  
Jawaid Akhtar and Amir Akhtar**

**FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:**

Finance & Corporate Services confirms that the total cost of this project cannot be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services & City Treasurer, Chief Financial Officer the detailed source of financing for this project is:

<b><u>SUMMARY OF ESTIMATED EXPENDITURES</u></b>	<b><u>Approved Budget</u></b>	<b><u>Additional Funding</u></b>	<b><u>This Submission</u></b>
Land Acquisition	\$0	\$197,362	\$197,362
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$0</u></b>	<b><u>\$197,362</u></b>	<b><u>\$197,362</u></b> 1)

**SUMMARY OF FINANCING:**

Debenture Quota	\$0	\$24,670	\$24,670
Drawdown from City Services - Roads Reserve Fund (Development Charges) 3)	0	172,692	172,692
<b>TOTAL FINANCING</b>	<b><u>\$0</u></b>	<b><u>\$197,362</u></b>	<b><u>\$197,362</u></b>

1) **Financial Note:**

Purchase Cost	\$38,100
Add: Land Transfer Tax	191
Add: Legal Fees	1,500
Add: Injurious Affection, Mortgage Discharge Fees	156,900
Add: HST @13%	4,953
Less: HST Rebate	(4,282)
<b>Total Purchase Cost</b>	<b><u>\$197,362</u></b>

- 2) The land acquisition budget for Capital Project TS1335 - Intersection - Sunningdale - Hyde Park Roundabout is included in the 2020 proposed budget. A portion of this budget (\$197,362) is required in 2019 and can be accommodated by advancing a portion of the 2020 budget. Upon Council approval of this recommendation, the 2020 proposed budget for project TS1335 will be revised.
- 3) Development Charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies conducted in 2019.

lp

\_\_\_\_\_  
Kyle Murray  
Director of Financial Planning & Business Support

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**Location Map**



**2545 Hyde Park Road**





**APPENDIX 'A'  
CONFIDENTIAL**

**#19165**

Chair and Members  
Civic Works Committee

November 19, 2019  
(Property Acquisition)

**RE: Property Acquisition - 2545 Hyde Park Road  
Sunningdale Rd W & Hyde Park Road Roundabout  
(Subledger LD190065)  
Capital Project TS1335 - Intersection - Sunningdale - Hyde Park Roundabout  
Jason Stephen Denda and Bridget Marie Mercer**

**FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:**

Finance & Corporate Services confirms that the total cost of this project cannot be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services & City Treasurer, Chief Financial Officer, the detailed source of financing for this project is:

<b><u>SUMMARY OF ESTIMATED EXPENDITURES</u></b>	<b><u>Approved Budget</u></b>	<b><u>Additional Funding</u></b>	<b><u>Revised Budget</u></b>	<b><u>This Submission</u></b>
Land Acquisition	\$197,362	\$161,557	\$358,918	\$161,557
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$197,362</u></b>	<b><u>\$161,557</u></b>	<b><u>\$358,918</u></b>	<b><u>\$161,557</u></b> 1)
<b><u>SUMMARY OF FINANCING:</u></b>				
Debenture Quota	4) \$24,670	\$20,195	\$44,865	\$20,195
Drawdown from City Services - Roads Reserve Fund (Development Charges)	3) 172,692	141,362	314,053	141,362
<b>TOTAL FINANCING</b>	<b><u>\$197,362</u></b>	<b><u>\$161,557</u></b>	<b><u>\$358,918</u></b>	<b><u>\$161,557</u></b>

1) **Financial Note:**

Purchase Cost	\$2,500
Add: Land Transfer Tax	13
Add: Legal Fees	1,500
Add: Injurious Affection, Mortgage Discharge Fees, Temporary Easement	157,500
Add: HST @13%	325
Less: HST Rebate	(281)
<b>Total Purchase Cost</b>	<b><u>\$161,557</u></b>

2) The land acquisition budget for Capital Project TS1335 - Intersection - Sunningdale - Hyde Park Roundabout is included in the 2020 proposed budget. A portion of this budget (\$161,557) is required in 2019 and can be accommodated by advancing a portion of the 2020 budget. Upon Council approval of this recommendation, the 2020 proposed budget for project TS1335 will be revised.

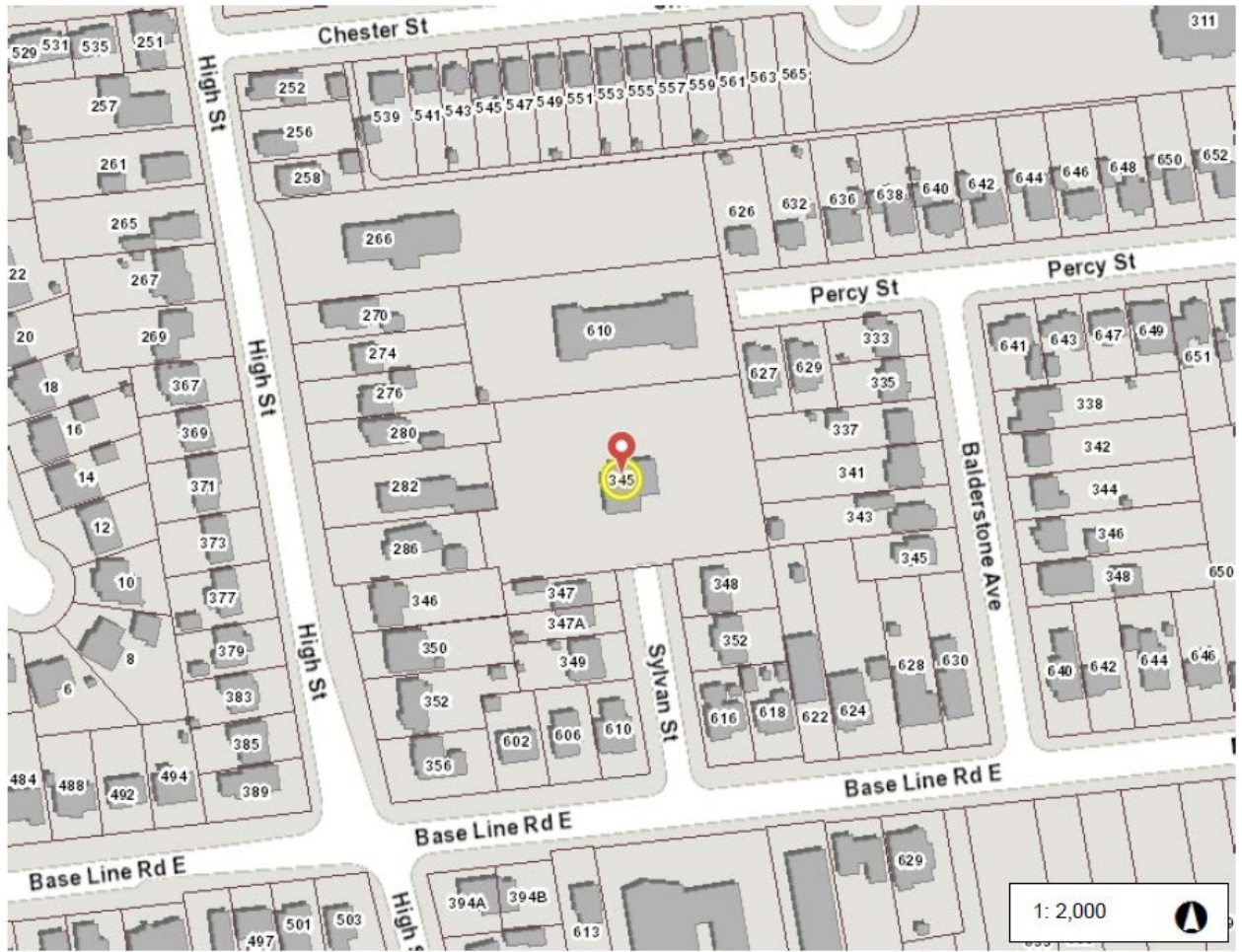
3) Development Charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies conducted in 2019.

**Note to City Clerk:**

4) Administration hereby certifies that the estimated amounts payable in respect of this project does not exceed the annual financial debt and obligation limit for the Municipality from the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02 made under the Municipal Act, and accordingly the City Clerk is hereby requested to prepare and introduce the necessary authorizing by-laws.

An authorizing by-law should be drafted to secure debenture financing for project TS1335 - Intersection - Sunningdale - Hyde Park Roundabout for the net amount to be debentured of \$44,865.00.

# Location Map



**APPENDIX 'A'**  
**CONFIDENTIAL-Released in Public**

#19170

Chair and Members  
Corporate Services Committee

November 25, 2019  
(Property Acquisition)

**RE: Property Acquisition - 345 Sylvan Street <sup>3</sup>**  
**(Subledger LD190102)**  
**Capital Project GG1067 - Stabilization Space Property Acquisition**  
**WAYS Mental Health Support**

**FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:**

Finance & Corporate Services confirms that the total cost of this project cannot be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Managing Director, Housing, Social Services and Deerness Home, the detailed source of financing for this project is:

<b><u>SUMMARY OF ESTIMATED EXPENDITURES</u></b>	<b><u>Approved Budget</u></b>	<b><u>Additional Funding</u></b>	<b><u>This Submission</u></b>
Land Acquisition	\$0	\$1,087,455	\$1,087,455
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$0</u></b>	<b><u>\$1,087,455</u></b>	<b><u>\$1,087,455</u></b> <sup>1)</sup>
<b><u>SUMMARY OF FINANCING:</u></b>			
Drawdown from Social Housing Major Repairs, Upgrades & Stabilization R.F. <sup>2)</sup>	\$0	\$1,087,455	\$1,087,455
<b>TOTAL FINANCING</b>	<b><u>\$0</u></b>	<b><u>\$1,087,455</u></b>	<b><u>\$1,087,455</u></b>

1) **Financial Note:**

Purchase Cost	\$1,050,000
Add: Land Transfer Tax	17,475
Add: Legal Fees	1,500
Add: HST @13%	136,500
Less: HST Rebate	(118,020)
<b>Total Purchase Cost</b>	<b><u>\$1,087,455</u></b>

- 2) Notwithstanding the reserve fund by-law, the required funds are available as a drawdown from the Social Housing Major Repairs, Upgrades & Stabilization Reserve Fund. The uncommitted balance of the reserve fund will be approximately \$8.2M with the inclusion of this project.

Per Council resolution dated August 27, 2019, the funding being returned from the London Medical Network (approximately \$7.3M) will be deposited in the Social Housing Major Repairs, Upgrades & Stabilization Reserve Fund to be used as source of financing to develop permanent housing with supports for mental health and addictions. The uncommitted balance of the reserve fund will be approximately \$15.5M once the returned funds are deposited.

- 3) This property acquisition supports the initiative to "Establish Core Area Stabilization Spaces" included in the Core Area Action Plan (CAAP). This source of financing pre-empts a 2020-2023 Additional Investment Business Case being drafted per Council resolution dated October 28, 2019: "the Civic Administration BE DIRECTED to submit business cases for all Core Area Action Plan initiatives requiring additional investment through the 2020-2023 Multi-Year Budget process." Approval of this expenditure will result in a 2019 budget amendment. For purposes of the 2020-2023 Multi-Year Budget, to be tabled December 17, 2019, the CAAP business case will be presented net of this expenditure.

lp

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Kyle Murray  
Director of Financial Planning & Business Support

**MEMORANDUM OF AGREEMENT**

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON**

(The "Corporation")

AND

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

(The "Union")

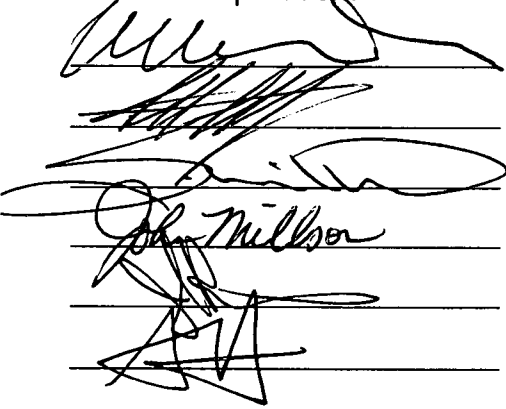
The representatives of the Corporation and the Union have accepted and agreed to recommend to their respective principals for ratification, terms of settlement per the following. It is recognized that all changes (including benefit changes) unless otherwise specified, shall come into effect January 1, 2020. 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 terms and conditions of the Previous Collective Agreement which expires December 31, 2019 except as amended, deleted from or added to by virtue of this Memorandum.
3. *Notwithstanding* Article 29.1 of the Collective Agreement, the parties agree to waive all notice requirements relating to the parties' Intent to bargain with a view to the renewal of the Collective Agreement.

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

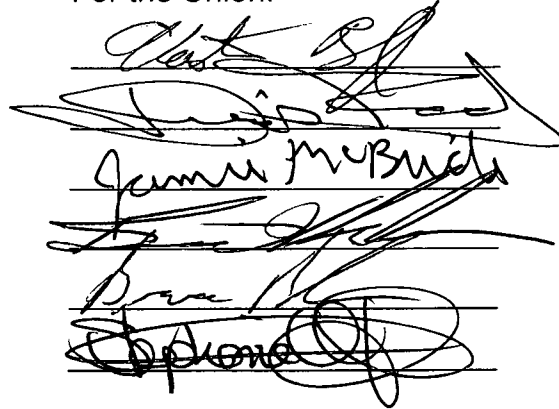
Signed this 24 day of, October, 2019

For the Corporation:



Five handwritten signatures are listed on horizontal lines. The third signature from the top is clearly legible as "John Millson".

For the Union:



Five handwritten signatures are listed on horizontal lines. The second signature from the top is clearly legible as "James McBrick".

1. All agreed to items as in the attached document dated October 23, 2019 at 4:45 PM
2. Amend Article 14.8 (b) to reflect the following changes:
  - Effective January 1, 2021 long term disability insurance plan provides a maximum monthly benefit of 70% of normal monthly base pay or \$4500 (effective January 1, 2023 to \$5000)
3. Amend Article 14.13 to reflect the following changes:
  - Effective January 1, 2021 a maximum prescription dispensing fee of \$12.00
  - Effective January 1, 2020 vision care benefit of \$350 per 24 consecutive months
  - Effective January 1, 2020 remove hearing aid from paramedical services
  - Effective January 1, 2020 paramedical services \$1500 per year
  - Effective January 1, 2023 paramedical services \$1600 per year
  - Effective January 1, 2020 – hearing aid, standalone benefit at \$2000/36 months
  - Effective January 1, 2020 basic life insurance coverage \$200,000
4. Amend Article 20.2 Clothing and Footwear Allowance to reflect the following changes:
  - Article 20.2(a) effective January 1, 2021 \$600; effective January 1, 2023 \$700
  - Article 20.2(d) effective January 1, 2021 \$550; effective January 1, 2023 \$650
  - Article 20.2(e) effective January 1, 2021 \$355; effective January 1, 2023 \$450
5. Amend Article 20.3 Tool Allowance to reflect the following changes:
  - Group 1 effective January 1, 2020 \$550; effective January 1, 2022 \$600; effective January 1, 2023 \$650
  - Group 2 effective January 1, 2020 \$350; effective January 1, 2022 \$400; effective January 1, 2023 \$450

6. Amend Article 13.3 as follows:

13.3 An employee's vacation shall be taken in the twelve (12) month period following his/her anniversary date of seniority and shall not be carried forward to the next following

twelve (12) months except with the consent of his/her Director or designate, which consent shall not be unreasonably withheld, provided that in no case shall more than 50% of an employee's vacation entitlement be carried forward.

~~An employee absent due to disabling injury or illness and unable to observe vacation credits and/or lieu day hours can have these credits paid out upon written request from such disabled employee beyond 10 months of being earned.~~ **Employees absent from the workplace, in receipt of Short Term Disability, Long Term Disability or Workplace Safety & Insurance Board benefits for greater than twelve (12) consecutive months will not continue to earn vacation credits until such time as they return to work for the Corporation.**

7. Overtime and Call in Language

- Amendments to Article 11 and 10 as follows:

~~11.4 The Corporation undertakes to develop, maintain and post in conspicuous work sites call in lists as required.~~

**Any call in opportunities will be provided on an equitable basis by rotation by seniority among available and qualified employees in the following order of priority:**

**(i) within the bulletin in the work crew;**

**(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, Pollution Control Operations, Solid Waste Collection Operations and Solid Waste Disposal. Work areas may be amended by the Corporation from time to time.)**

**(iii) within the bulletin outside the work area;**

**(iv) any available and qualified employee.**

**For the purposes of Article 11, work crews and work areas will be determined by the Corporation, having consulted the Union, and the results posted in the work areas as required.**

**Equity will be based on hours for which the opportunity to work was offered and declined as well as hours worked.**

**Any demonstrated inequity brought to the attention of management will be remedied. The remedy will be equivalent to the overtime not offered on an hour for hour basis at the same premium rate of the actual occurrence.**

An employee on a call in list who declines and/or cannot be reached for three consecutive call in opportunities shall be removed from the call in list for the following twelve month period after which time the employee, upon request, will be placed back on the call in list.

**Where the Corporation is offering call in opportunities in the case of a continuous operation, and the opportunity is for eight (8) hours or less, the Corporation may first (prior to following the process set out above (i) to (iv)):**

- offer not more than half of the call in hours to employees already at work; and
- offer not more than half of the call in hours to employees who are scheduled to work the next shift directly following the opportunity.

Amend Article 10.1(b) to provide as follows:

For the purposes of Article 10, work crews and work areas will be determined by the Corporation, having consulted the Union, and the results posted in the work areas as required.

The completion of regular work shall not be part of such overtime opportunities. Equity will be based on hours for which the opportunity to work was offered and declined as well as hours worked.

Any demonstrated inequity brought to the attention of management will be remedied. The remedy will be an equivalent to the overtime not offered on an hour for hour basis at the same premium rate of the actual occurrence.

Scheduled overtime for the purposes of this clause is planned overtime to which an employee has been assigned at least 8 hours in advance of the overtime to be worked.

Scheduled overtime does not include completion of emergency works by standby crews identified in Article 11.3 which are delayed for operational reasons.

**Where the Corporation is offering overtime opportunities in the case of a continuous operation, and the opportunity is for eight (8) hours or less, the Corporation may first (prior to following the process set out above (i) to (iv)):**

- offer not more than half of the overtime hours to employees already at work; and



- **offer not more than half of the overtime hours to employees who are scheduled to work the next shift directly following the opportunity.**

8. LOU – Service Delivery Options in Solid Waste Operations – renew with the following amendment:

Notwithstanding Article 23.1(c), the parties agree that the Corporation shall be entitled to employ up to eight (8) temporary employees beyond November 15th to a date no later than the last scheduled day of leaf and yard collection to perform the duties of Sanitation Operators each year. In accordance with Article 23.1 (a), such temporary employees shall not be employed for more than 26 consecutive weeks. ~~This letter of understanding may be terminated by either party upon providing 30 days written notice to the other. In the event that this letter of understanding is terminated after the start of temporary employment or the delivery of offers of employment by the Corporation to any temporary employee(s), the Corporation may continue to employ the said temporary employee(s) for the balance of the period for which they were hired notwithstanding the termination of this letter of understanding.~~

9. President's LOU

- LOU – Terms of Dedicated Presidency for Local 107 amend as follows:

**SUBJECT: Terms of Dedicated Presidency for Local 107**

The following terms apply for the duration of the Collective Agreement, are renewable by mutual agreement.

1. The President of the Local shall be deemed to be Dedicated (i.e., full-time) in the capacity of President, and shall receive pay for 2080 hours per annum inclusive of all vacation, bereavement, statutory holidays and other paid leave. The President shall not be entitled to equalize overtime in his **their** bulletined classification or **otherwise** per **paragraph** 3 below. In the event of strike or lockout, pay shall cease for the period of strike or lockout.
2. The President shall be paid at ~~the wage rate W9 for the period of effectively of this agreement~~ **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.**
3. The employer may backfill for the bulletined position held by the President on a temporary basis, while the individual is appointed as President, and fill any vacancy so created on the same temporary basis. If an employee elected as President is not re-elected to the office, that employee shall be returned to the bulletin formerly held at the conclusion of the term of office,

as shall any employee appointed to replace on a temporary basis.

4. The President shall not be entitled to bulletin out of the bulletin held at the time of appointment, nor be eligible for any posted training opportunities. In the event of a layoff, and in the event that the position within the bulletin held by the President is displaced, the President shall continue to be paid at the rate of pay identified in **paragraph 3** during the term as President.
5. All insured benefits, sick leave and seniority shall continue as if the employee appointed as President had continued in the bulletined position per **paragraph 3**. Such employee will not be eligible for tool allowance, but shall be entitled to the clothing allowance. Further the employee will not be entitled to overtime, standby or meal allowance.
6. The President shall continue to be deemed to be an employee of the Corporation and at work for all purposes including the purposes of WSIA while performing the duties contemplated by this agreement. Any sickness or injury shall be reported immediately to the office of the Director. It is specifically noted that the Parties agree that the Union is deemed to the employer for all purposes including WSIA when the President is engaged in any activities not related to the negotiation, or administration of the Collective Agreement between the City of London and CUPE Local 107.
- ~~7. The Corporation shall provide the President with a cellular telephone, and the President shall be accessible via this phone to the Corporation during normal working hours. The Corporation shall pay for the phone, the annual activation fee, the voice mail option and \$12.50 per month towards the monthly cost of the phone plan, with the Local paying for the balance and any additional costs (the Corporation to be reimbursed by the Local for the latter on a monthly basis).~~

#### 10. Winter Control

- Renew the LOU – Winter Control Operations

NOT TO FORM PART OF THE COLLECTIVE AGREEMENT – For the term of this Collective Agreement (commencing January 1, 2020), commencing no earlier than September 1, 2020, 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. 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 “2019/2020 Sander Shift – City Forces” dated October 11, 2019
- Monday night shift starts at 9 p.m. on the Sunday

11. 4 year term January 1, 2020 to December 31, 2023.

12. Schedule "A" Wage Schedule

Amend Schedule "A" to reflect the following increases:

- Effective January 1, 2020 – 1.95%
- Effective January 1, 2021 – 1.85%
- Effective January 1, 2022 – 1.85%
- Effective January 1, 2023 – 2%

**AGREED TO ITEMS – OCTOBER 23, 2019 AT APPROXIMATELY 4:45 PM**

1. Amend Article 6.1 amend as follows:

6.1 Seniority shall be calculated on the basis of an employee's service within the Corporation **Bargaining Unit**, calculated from the date upon which the employee last commenced employment with the Corporation.

2. Amend Article 10.1(b) amend as follows:

Any scheduled overtime opportunities will be provided on an equitable basis by rotation by seniority among available and qualified employees in the following order of priority:

- (i) within the bulletin in the work crew;
- (ii) within the bulletin in the work area (Work area includes but is not limited to Transportation Operations, ~~Water and Sewer Operations~~ **Water Operations, Sewer Operations**, Fleet Operations, Facility Operations, Parks Operations, Roadside Operations, ~~Pollution Control~~ **Wastewater Treatment** Operations, Solid Waste Collection Operations and Solid Waste Disposal. Work areas may be amended by the Corporation from time to time.)
- (iii) within the bulletin outside the work area;
- (iv) any available and qualified employee.

3. A and D license medicals new Article as follows:

Add New Article 20.5 to provide that the Employer will reimburse every employee who is required to maintain an AZ or DZ license to a maximum of one hundred and twenty five dollars (\$125.00) 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 be required to produce evidence of payment.

4. Article 11.2 amend as follows:

Standby crews shall be made up at the discretion of the General Manager of Community Services or Environment and Engineering Services and City Engineer or his/her 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 being ~~called by telephone~~ **contacted by the Corporation either by telephone or by text, as chosen by the employee.**

5. RENEW the following Letters of Understanding

- Equipment Operators and Drivers
- Benefits for Laid off Employees
- Loss of Driver's License
- Rest Periods/Overtime
- Hours of Work Permit- Pollution Control Plants
- Leave of Absence Union Business
- Letter of Commitment re: Contracting Out
- Re; Ontario Works
- Re: Golf Course Operations
- Re: Water Main Maintenance Overtime
- Ontario Pay Equity Act
- Request to Revert to Employee's Previous Position
- Meal Allowances for Road or Sidewalk Plough Employee's
- Protocol for Complaint/Grievance Investigation
- Work Day in Excess of Eight Hours
- Rate of Pay for Acting Supervisors Performing duties of Supervisors Performing Duties of Supervisor III, Water Supply Operators

- LOU – Arena Operations renew with the following amendments:

1. The Corporation will assign at the beginning of each arena season with ~~four (4)~~ **six (6)** permanent Arena Operations Workers (AOW's) who are not assigned to any particular arena and/or facility, with the intent that these employees will be utilized first to replace arena workers absent from work for vacation, illness or other such approved leaves. The Corporation shall not be obliged to post and fill an AOW vacancy in the event it becomes necessary to assign an unassigned arena worker to replace an assigned arena worker who is absent from work for vacation, illness or other such approved leave of absence.

3. The Corporation may employ temporary employees for arena operations up to 24 hours per week per employee to a maximum of 600 hours per facility per season. **The Corporation may train temporary employees for arena operations and any time temporary employees spend training will not be included in the 600 hour maximum.** For the purposes of this paragraph, Covent Garden Market and Victoria Park shall be considered one facility.

4. The season is defined as the period between September 1st and April 30th and the Corporation shall employ up to two employees maximum per arena. **The Corporation may train temporary employees for arena operations outside of the season.**

NEW Paragraph 11:

Within the first week of each calendar month, between October and May inclusive, each year, the Corporation shall provide the Union Secretary with Temporary Operator

Schedules in writing which include the following information for each week of the previous month on a weekly and monthly basis:

- i. the dates, if any, on which each temporary employee actively employed for arena operations worked in each facility in the week; and
- ii. the number of hours each such temporary employee worked in the facility on these dates.

For clarity, the Temporary Operator Schedules provided as set out above shall name each of the temporary employees in question such that the Union will be notified of the number of hours worked by each named temporary employee in which facility on which date(s). The term "week" shall mean the seven consecutive days starting Monday and ending on Sunday.

The Union acknowledges and agrees that the information on the Temporary Operators Schedules provided by the Corporation in accordance with paragraph 2 and 3 shall be relied upon solely for the purpose of assessing compliance with this Letter of Understanding.

- NEW LOU – Scheduling on Paid Holidays – Arenas

**SUBJECT – Scheduling on Paid Holidays - Arenas**

The parties agree as follows:

1. An opportunity to work a shift of less than eight (8) hours on a paid holiday in an arena, shall first be offered to the Chief Operator, Facilities Equipment Operator, Arena Operations Worker in the applicable arena who would ordinarily be scheduled to work at the time of the shift absent the holiday. If there is more than one Chief Operator, Facilities Equipment Operator or Arena Operations Worker in the applicable arena who would ordinarily be scheduled to perform the work at the time of the said shift absent the holiday, the opportunity to work shall first be offered amongst those employees by rotation by seniority.
2. An opportunity to work a shift of less than eight (8) hours on a paid holiday for a Parks and Recreation Maintenance Helper shall first be offered to the Parks and Recreation Maintenance Helper in the applicable arena who would ordinarily be scheduled to perform the work the time of the shift absent the holiday.
3. In the event the employee(s) who would ordinarily be scheduled to work at the time of a shift referenced in paragraphs 1 and 2 above is unavailable or unwilling to work the shift, the opportunity to work will thereafter be provided in accordance with Article 10.1(b).

- Add NEW LOU – Excess Hours Agreement

**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.
2. For the purposes of section 17(2) of the ESA, 2000, Local 107 agrees that the specified number of hours in a day in excess of the 8 hour per day limit is as follows:
  - a. for all temporary employees, including temporary labourers and temporary golf course maintainers – zero subject to paragraph 3 below.
  - b. for permanent employees (as defined in paragraph 1 above) – five subject to paragraph 3 below.
3. The parties acknowledge that the current section 19 of the ESA, 2000 allows work in excess of the daily limit in certain defined circumstances.
4. This assignment of employees to work in excess of 8 hours per day is subject in all cases to the terms of the collective agreement, including in relation to the assignment of employees to overtime, and payment for overtime and shift premium. Furthermore, for clarity, LOU 2016-02 (Winter Control Operations) continues in full force and effect on the understanding that the assignment of work to employees referenced therein will be consistent with the ESA, 2000. LOU 2016-05 (Rest Periods/Overtime), LOU 2016-06 (Hours of Work Permit – Pollution Control Plant) and LOU 2016-19 (Work Day in Excess of Eight Hours) also continue in full force and effect on the understanding that the assignment of work to employees referenced therein will be consistent with the ESA 2000 and the union’s agreement regarding section 17(2) set out herein.
5. Except as otherwise set out herein, and subject to the provisions of the collective agreement, Local 107 agrees that the hours of work of its’ members (as identified in paragraph 1 above) may exceed forty-eight (48), and up to sixty hours per week, but may not exceed sixty (60) hours per week.
6. Subject to the collective agreement, Local 107 agrees that the hours of work of permanent 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/Sewer Utility Worker, Waterworks Inspector, Water Operations Plumber, E.1 Equipment Operator , Leading Waterworks Utility Worker, Leading Sewer Utility Worker, Waterworks Utility Worker II , 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.

- Add NEW LOU – Winter Control Employees - Standby

**SUBJECT: Winter Control Employees - Standby**

1. When a winter control employee is placed on standby, that one standby period will continue to the next 7:00 a.m.
2. Subject to the specific exceptions with respect to Sundays and statutory holidays set out in paragraphs 3 and 4 below, when a winter control employee is placed on standby, the standby pay paid to the employee will be based on the applicable rate for the calendar day on which the employee actually commences work (i.e. 1 hour for weekdays, 2 hours for Saturdays and Sundays, and 4 hours for each of the holidays in Article 12). By way of examples and for clarity:
  - i. If an employee is put on standby on Wednesday (not as a continuation of the standby from the previous day as per paragraph 1 above) they will be entitled to standby on one of the following bases:
    - 1 hour of standby pay if they are not called in to work;
    - 1 hour of standby pay if they actually commences work before midnight; or
    - 1 hour of standby pay if they actually commences work at or after midnight and prior to 7:00 a.m. the following day.
  - ii. If an employee is put on standby on Friday (not as a continuation of standby from the previous day as per paragraph 1 above), they will be entitled to standby pay on one of the following bases:
    - 1 hour of standby pay if he/she is not called in to work;
    - 1 hour of standby pay if he/she actually commences work before midnight; or
    - 2 hours of standby pay if they actually commence work at or after midnight and prior to 7:00 a.m. the following day.



- iii. If a winter control employee is put on standby on Sunday (not as a continuation of standby from the previous calendar day as per paragraph 1 above) and the next day is a holiday in Article 12, they will be entitled to standby pay on one of the following bases:
    - 2 hours of standby pay if they are not called in to work;
    - 2 hours of standby pay if they actually commence work before midnight; or
    - 4 hours of standby pay if they actually commence work at or after midnight and prior to 7:00 a.m. the following day.
  3. Notwithstanding paragraph 2 above, if a winter control employee is put on standby on Sunday (not a continuation of standby from the previous calendar day as per paragraph 1 above) and the next day is a regular work day (i.e. not a holiday in Article 12), they will be entitled to 2 hours of standby pay if they are not called in to work, or if they actually commence work before, at or after midnight and prior to 7:00 a.m. the following day.
  4. Notwithstanding paragraph 2 above, if a winter control employee is put on standby on a holiday in Article 12 of the Collective Agreement (excluding continuation of standby from the previous calendar day as per paragraph 1 above), they will be entitled to 4 hours of standby pay if they are not called in to work, or if they actually commence work before, at or after midnight and prior to 7:00 a.m. the following day.
- NEW LOU – E1 Promotional Training

**SUBJECT:        Equipment Operator 1 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 be selected based on an assessment of current skill, ability through a competency evaluation, experience and interview. The selection criteria will be communicated to the Employee Development Committee and posted as per the training opportunity.
  - b. Applicants that score the highest in the evaluation will be appointed to the promotional training pool.

- c. The evaluation will 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 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 1040 hours of training and/or appointments, the 6 month rate for E1 as per Schedule "A"
  - ii. For all training/appointment hours beyond 2080 hours, the 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 consist of both class room and practical training components.
- f. The E1 promotional training program will be separated into two classes:
  - i. E1 Excavation (Backhoe and Excavator)
  - ii. E1 Grader

The promotional program will 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.

## 6. Schedule "B" – Learner Program

Amend Schedule "B" as follows:

...

### Part II - Learner Program

It is recognized that it is in the mutual best interests of both Parties to provide employees with opportunities which will lead to certain specialized jobs being filled from within the existing employee group. ~~To that end:~~ The employer ~~will~~ **may** develop programs of formal training and work experience programs which, if successfully completed, will result in employees who will have the requisite skills competencies and

qualifications to perform the work of the job in question. **Such programs shall be referred to as a Learner Program. If the employer chooses to develop and implement a Learner Program the following will apply:**

(1) ~~The employer will~~ **The program will provide** ~~develop programs of~~ **for** formal training and work experience ~~programs~~ which, if successfully completed, will result in employees who will have the requisite skills competencies and qualifications to perform the work of the job in question. These ~~formal~~ programs will be reviewed by the Employee Development Committee, and updated from time to time as the need arises. ~~For each job, the associated~~ **The program** ~~program~~ will clearly identify a time-phased series of modules, with each module having a pre-defined duration and will further define the expected skill, competencies and qualifications required at the completion of each module.

(2) ~~When reasonably possibly to do so, the employer will forecast future vacancies in the job classifications noted below.~~ The employer will, 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 Articles 6 and 8. The posting will identify the job being filled through the Learner provisions in keeping with the established practice.

(3) The successful applicant to such posted opportunity will commence in module 1 of the related program. The applicant agrees thereby to undertake all training, education and work experience as determined by the program. At the conclusion of the time provided for in the program, the Learner will be assessed as to ~~his/her~~ **their** skills, competencies, and qualifications relative to those established in the program. Learners who substantially meet those criteria will advance to the next module, and so on until the completion of all modules of the program. When all modules are successfully completed, the Learner will be confirmed as a regular incumbent in the job being filled through the Learner provisions ie, no further posting will occur.

If a Learner does not substantially achieve the criteria established in the program, ~~he or she~~ **they** will be provided with an extension equal to the pre-defined duration (not to exceed 3 months of the module in question) in the first instance in order to provide an opportunity to qualify. Should the employee fail to qualify, the employee will be deemed to be unsuccessful and will be reverted to the job which the employee held prior to entering the Learner program.

(4) Rates of pay for Learners shall be established as follows, and as further outlined below for each of the jobs in question, except as otherwise agreed between the Parties.

- (a) a schedule of pay rates shall be established based on the evaluated job rate for the job in question. A rate of 70% of the job rate shall be established as the first step in the pay schedule, to be effective for the duration of the employee's tenure in the first module.

(b) the rates of pay for each of the successive modules in the program shall be established on a pro-rata basis.

(5) Employees who accept appointment to a Learner opportunity waive the right to post out of the program for the duration of the program and for one year after completion of the program, except with the approval of the ~~Managing Director, Corporate Services and Chief Human Resources Officer~~ **Director of People Services or designate**. Employees may not be displaced while completing a Learner program, except that in the event of a reduction in the number of positions of the job being filled through the Learner provisions, Learners shall be reduced in reverse seniority order prior to reducing employees who hold the bulletin.

(6) The Employer shall pay for tuition fees related to courses required by the Learner program.

(7) Learners may participate in overtime opportunities only upon exhaustion of the permanent employees who hold the bulletin of the job in question.

~~(8) (Schedules)~~

~~Water Supply Operator  
Tree Trimmer  
E.1 Equipment Operator  
Hoist Truck Operator~~

~~and any other job as agreed upon by the Parties.~~

## 7. Terms of Reference and Manual CUPE Local 107 and the City of London Joint Job Evaluation Committee and Process

Add the following to the Terms of Reference and Manual:

- Interview sub-committee representatives will be appointed at the next JJEC meeting after the revised (or new) JAQ is provided to the union co-chair. If the JAQ is provided to the union co-chair at the JJEC meeting, the representatives to the interview sub-committee will be appointed at that meeting.
- Interview sub-committees will endeavor to conduct their interviews as soon as possible following their appointment, but, in any event, the interviews will be conducted no later than 30 calendar days after their appointment.
- In the event the interview committee is unable to complete the interviews within 30 calendar days of appointment, the management co-chair will arrange to have the incumbent(s) and manager(s) attend the next JJEC meeting for the purposes of completing the interview(s).

8. Amend Article 8.1(b) as follows:

The Corporation may establish seasonal bulletins in the following job classifications:

Asphalt Raker  
Concrete Finisher  
Traffic Maintenance Painter  
Tile Setter  
**Waterworks Inspector**  
**Gardener**

9. Amend Article 8.4 as follows:

(a) Where a progression classification is indicated, progression of the senior incumbent in the progression classification to the higher classification will 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 Sewer Cleaner to Sewer Cleaning Machine Operator~~
- From Assistant Greenskeeper to Greenskeeper
- From ~~Waterworks Utility Worker II~~ **Water Distribution Operator 2** to Leading ~~Waterworks Utility Worker~~ **Water Distribution Operator**
- From Facility and Equipment Operator to Chief Operator.
- From ~~Water Meter Shop Plumber or Water Meter Servicer/Repairer~~ to Leading ~~Water Meter Service Repairer~~.
- **From Pollution Control Plant Operations Helper to Shift Operator**

10. Amend Article 13 as follows:

13.10 Each person who has been employed by the Corporation on a temporary basis shall be paid vacation pay in accordance with the Employment Standards Act, 2000 as amended from time to time. **In accordance with section 36(3) of the Employment Standards Act, 2000 (as may be amended from time to time), the parties agree that the corporation shall pay vacation pay for temporary employees that accrues during each pay period on the pay day for that period.**

11. Article 14.5(e) amend as follows:

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"), he/she shall receive the difference between his/her regular pay and the Board's award, such difference not to be deducted from his/her sick leave credits. If such an employee is not eligible for WSIA benefits, he/she shall receive sick leave pay according to this by-law and the time off shall be deducted from his/her Sick Leave Credits.

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

12. Add new section to Article 27 to provide for the following:

Despite Article 27.2 and any other provision of the collective agreement, the Corporation may designate Shift Operators, to train PCP Operations Helpers in the duties of the Shift Operator job, including being an operator for the purposes of Ontario Regulation 129/04, without the requirement of any posting for promotional training. If the Corporation does decide to provide training in the duties of being a Shift Operator it shall comply with the following:

- a. The Corporation shall advise the PCP Operations Helper being trained and the Shift Operator designated to train the Helper, in advance and in writing, of the shifts on which the training will occur, with dates and hours of the training. A copy of this written notice shall also be provided to the Secretary of the Union.
- b. Article 27.7 shall apply in respect of the payment to Shift Operator for the hours spent training the PCP Operations Helper.
- c. The most senior Shift Operator on the shift and working in the plant or pumping station as applicable in which the training is being provided shall be selected to provide the training. Only those Shift Operators who express a desire to provide such training will be selected.

### 13. HOUSEKEEPING

- Housekeeping changes for position title updates (not Schedule "A"), past effective dates
- Change pronouns – change he/she to 'they', his/her to 'their', etc.
- Replace "Water and Sewer Operations" with "Water Operations" and "Sewer Operations"
- Update Job titles for Water Operations and Sewer Operations
- Replace "Pollution Control Plan Operations" with "Wastewater Treatment Operations"
- Update Job titles for Wastewater Treatment Operations
- Update Former PUC, Town of Westminster and County of Middlesex
- Update Schedule A