

The Corporation of the City of Sault Ste. Marie
Special Meeting of City Council
Revised Agenda

Monday, June 3, 2024

4:30 pm

Council Chambers and Video Conference

Meetings may be viewed live on the City's YouTube channel
<https://www.youtube.com/user/SaultSteMarieOntario>

Pages

1. **Land Acknowledgement**

I acknowledge, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe and known as Bawating. Bawating is the home of Garden River First Nation, Batchewana First Nation, the Historic Sault Ste. Marie Metis Council.

2. **Adoption of Minutes**

3. **Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda**

4. **Declaration of Pecuniary Interest**

5. **Approve Agenda as Presented**

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that the Agenda for the June 3, 2024 Special City Council Meeting as presented be approved.

6. **Presentations**

- 7. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda**
- 7.1 Landfill Operations and Monitoring 2023 – Environmental Monitoring Committee** 6 - 9
- A report of the Manager of Development and Environmental Engineering is attached for the information of Council.
- Mover Councillor S. Spina
 Secunder Councillor C. Gardi
 Resolved that the report of the Manager of Development and Environmental Engineering dated June 3, 2024 concerning the annual operations and monitoring reports for the municipal landfill be received as information.
- 7.2 Noise By-law Exemption – Contract 2023-11E** 10 - 11
- A report of the Manager of Development and Environmental Engineering is attached for the consideration of Council.
- The relevant By-law 2024-90 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.3 Yates Avenue – Torque-Fab Inc. 2.85 Acre Land Disposition** 12 - 16
- A report of the Director of Economic Development and the Assistant City Solicitor / Senior Litigation Counsel is attached for the consideration of Council.
- Mover Councillor S. Spina
 Secunder Councillor M. Scott
 Resolved that the report of the Director of Economic Development and the Assistant City Solicitor / Senior Litigation Counsel dated June 3, 2024 concerning Yates Avenue – Torque-Fab Inc. land disposition be received and that the City owned property described as being Part of Section 34 Korah, being Part PIN 31609-0384, specifically the 2.85 acre parcel identified in Schedule “A” to this Report be declared surplus to the City’s needs and the disposition of the said property be authorized in accordance with the City’s policy for the disposition of land to Torque-Fab Inc. for the amount of \$142,500;
- Further, once the Buyer waives the financing condition in the Agreement of Purchaser and Sale the cost of the survey be borne by the City.
- The relevant By-law 2024-89 is listed under Agenda item 12 and will be read with all by-laws under that item.
- 7.4 Fox Run Subdivision (Part Lot Control) – Further Amendment to By-law 2013-95** 17 - 18

A report of the Assistant City Solicitor / Senior Litigation Counsel is attached for the consideration of Council.

The relevant By-law 2024-93 is listed under Item 12 of the Agenda and will be read with all by-laws under that item.

8. Reports of City Departments, Boards and Committees

9. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council

9.1 *Association of Municipalities of Ontario Board Nomination*

Mover Councillor L. Dufour

Seconder Councillor S. Spina

Resolved that the Council for the City of Sault Ste. Marie nominates Angela Caputo for the position of Large Urban Caucus Director on the AMO Board of Directors for the 2024–2026 term.

10. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that all By-laws under item 12 of the Agenda under date June 3, 2024 be approved.

12.1 By-law 2024-86 (Agreement) CUPE 3 Community Services Group

19 - 71

Council report was passed by Council resolution on May 29, 2023.

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that By-law 2024-86 being a by-law to authorize the execution of the Agreement between the City and Local No. 3 Canadian Union of Public Employees – Community Services Group for the term commencing February 1, 2023 to January 31, 2028 be passed in open Council this 3rd day of June, 2024.

12.2 By-law 2024-87 (Zoning) 26 Queen Street E (Priority Home Group Inc. c/o Mehdi Arfaei)

72 - 74

Council report was passed by Council resolution on May 13, 2024.

Mover Councillor S. Spina
Seconder Councillor M. Scott
Resolved that By-Law 2024-87 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 26 Queen Street East (Priority Home Group Inc. c/o Mehdi Arfaei) be passed in open Council this 3rd day of June, 2024.

12.3 By-law 2024-88 (Official Plan Amendment) Strategic Development Areas 75 - 79

Council Report was passed by Council resolution on May 13, 2024.

Mover Councillor S. Spina
Seconder Councillor C. Gardi
Resolved that By-law 2024-88 being a by-law to adopt Amendment No. 252 to the Official Plan for the City of Sault Ste. Marie be passed in open Council this 3rd day of June, 2024.

12.4 By-law 2024-89 (Property Sale) Yates Avenue Sale to Torque Fab Inc. 80 - 81

A report from the Director of Economic Development and the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.

Mover Councillor S. Spina
Seconder Councillor M. Scott
Resolved that By-law 2024-89 being a by-law to declare the City owned property legally described as PT PIN 31609-0384 (LT) PART SECTION 34 KORAH PARTS 1-3, 9, 16, 20 & 21 PLAN 1R10744 EXCEPT PART 1 PLAN 1R10935, PART 1 PLAN 1R11773, PARTS 2 & 3 PLAN 1R13242, PART 1 PLAN 1R13366 & PART 1 PLAN 1R13469; SUBJECT TO AN EASEMENT AS IN LT127571; SUBJECT TO AN EASEMENT AS IN LT89277; CITY OF SAULT STE. MARIE being property on Yates Avenue as surplus to the City's needs and to authorize the disposition of the said property to Torque-Fab Inc. (David Fleury) be passed in open Council this 3rd day of June, 2024.

12.5 By-law 2024-90 (Engineering) South Market Storm Sewer Rehabilitation 82 - 82

A report from the Manager of Development and Environmental Engineering is on the Agenda.

Mover Councillor S. Spina
Seconder Councillor M. Scott
Resolved that By-law 2024-90 being a by-law to exempt and facilitate work under the South Market area storm sewer rehabilitation (Contract 2023-11E), tentatively scheduled June 17, 2024 in the area of Boundary Road from South Market Street to Eastern Avenue from the Noise Control By-law 80-200 for the duration of the construction season of 2024 for the City of Sault Ste. Marie, be passed in open Council this 3rd day of June, 2024.

12.6 By-law 2024-93 (Part Lot Control) Fox Run Subdivision Phase I Extension 83 - 85

A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that By-law 2024-93 being a by-law to to further amend By-law 2013-95 to extend the time period specified for the expiration of the by-law as provided in Section 4 of By-law 2013-95 so as to continue to designate Lots 1 to 24 inclusive, Plan 1M589 in the Fox Run Subdivision, Phase I, Sault Ste. Marie as an area not subject to part lot control be passed in open Council this 3rd day of June, 2024.

12.7 By-law 2024-94 (Official Plan Amendment) 267 Cathcart Street 86 - 88

Council Report was passed by Council resolution on May 13, 2024.

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that By-law 2024-94 being a by-law to adopt Amendment No. 253 to the Official Plan for the City of Sault Ste. Marie (Claudia Daniels 267 Cathcart Street).

12.8 By-law 2024-95 (Zoning) 267 Cathcart Street 89 - 91

Council Report was passed by Council resolution on May 13, 2024

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that By-law 2024-95 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 267 Cathcart Street be passed in open Council this 3rd day of June, 2024.

13. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda

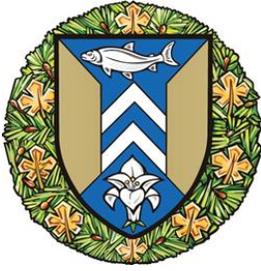
14. Closed Session

15. Adjournment

Mover Councillor S. Spina

Seconder Councillor M. Scott

That this Council shall now adjourn.



The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

June 3, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Catherine Taddo, P. Eng., Manager of Development and
Environmental Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Landfill Operations and Monitoring 2023 – Environmental
Monitoring Committee

Purpose

The purpose of this report is to fulfill Condition 6(b) of By-law 2014-215 related to the Landfill Environmental Monitoring Committee which requires an annual Council report following the submission of the Landfill Operations and Monitoring reports to the Ministry of the Environment, Conservation and Parks.

Background

The Environmental Monitoring Committee is the formal point of contact with the public for the landfill operations, as mandated under the Certificate of Approval. The Committee consists of four members of the public, one Councillor, the Ministry of the Environment, Conservation and Parks, and staff. The Committee was originally established under By-law 89-174, which was repealed and replaced through By-law 2004-215.

The report will summarize the conclusions and recommendations of the annual 2023 operations and monitoring reports. The reports include but are not limited to, waste quantities and site capacity, leachate collection system information, and monitoring details related to ground water quality, surface water quality, and methane gas. Copies are available from Public Works and Engineering Services if any Councillor wishes to review them.

Analysis

Site Development and Operations Report 2023 Municipal Landfill Waste Quantities and Site Capacity

Approximately 68,667 tonnes of waste was received at the landfill in 2023. Of this value 56% was landfilled, and 40% was used as cover or stockpiled for future use, and 4% was diverted. Based on the 5-year average disposal rate, there is capacity for approximately 4.1 years.

Leachate Collection System

A leachate collection system has been operating at the landfill since 1992. It consists of a gravity collection system along the south boundary and a purge well system on the western boundary. As part of the 2006 Canon Creek relocation project, the gravity leachate collector system was expanded along the old creek alignment in the southeast corner. The system is designed to intercept leachate before it leaves the site and divert it for treatment.

A western contaminant plume was detected several years back, which prompted increased emphasis on purge well maintenance to ensure continuous operation of the wells. There are presently ten purge wells in operation. The system continues to be maintained, operated, and monitored with vigilance, and remains effective; however, it has limitations.

In 2009 a contaminant attenuation zone (CAZ) was approved through the MECP. While the CAZ doesn't expand the landfill footprint, it moved the compliance boundary westerly.

Odour Control

Council approved the construction of 24 passive landfill gas vent flares in 2004 with an additional six passive flares in 2007. Due to a landfill gas regulation that was implemented in 2008, an active landfill gas system was constructed to meet the new requirements. The system was operational in 2010. One odour complaint was received in 2023.

Municipal Landfill Site Monitoring Report 2023

The monitoring report provides the results of the groundwater, surface water and landfill gas monitoring program, with the purpose of:

- Monitoring the quality of groundwater and surface water;
- Assessing the ability of the engineered controls and natural environment to attenuate contamination from the landfill site;
- Establishing whether concentrations of targeted chemical parameters in the groundwater and surface water exceed Ministry of the Environment, Conservation and Parks criteria;
- Predicting future movement of contaminants and compliance; and
- Ensuring safety within the buildings at the site as it relates to landfill gas.

Conclusions and Recommendations of Monitoring Report

Ground Water Quality

A system of monitoring wells is sampled regularly to determine the quality of groundwater on and off the site in the vicinity of the landfill. The program for 2023 consisted of 40 wells, and one maintenance hole.

Engineered controls and natural attenuation processes including dilution are either reducing or keeping the leachate plume stationary along the eastern and southern

property boundaries of the landfill. In 2023 the water quality in most of the western wells have generally improved or levelled off when comparing historical data to recent data. This continues to demonstrate the overall effectiveness of the purge well system, which has been effective at reducing chloride concentrations in general, and isolating impacts to a relatively narrow band. The purge well system continues to be effective but has limitations.

Surface Water Quality

The relocation of Canon Creek away from the landfill in the fall of 2006 appears to have reduced leachate impacts on Canon Creek and the Root River. Surface water is sampled and analyzed at five locations, which are upstream, adjacent to and downstream of the site. The locations are sampled five times per year and results are compared to Provincial Water Quality Objectives. Generally, consistent results have been shown at two upstream locations. Water quality has been variable at some of the other sampling locations. The meander area station has had a slight increasing trend since 2014 for some parameters, which appear to have stabilized, and are generally within the historical ranges. This may be in part due to low water levels and stagnant water in this area. The downstream locations have been variable over time, and since 2007 have been more stable, likely as a result of the Canon Creek realignment and leachate collection system extension.

Methane Gas

Since 2008, methane gas concentrations have been in the flammable range at one of the methane gas monitors. The monitor is located east of the maintenance building. A methane mitigation project was completed in 2010. The system was installed in order to monitor indoor air quality, control ventilation and provide warning if there is a problem. Signage is in place as an additional mitigative measure.

Financial Implications

There is no financial impact.

Strategic Plan / Policy Impact / Climate Impact

This report is linked to the maintaining existing infrastructure component of the Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Development and Environmental Engineering dated June 3, 2024 concerning the annual operations and monitoring reports for the municipal landfill be received as information.

Landfill Operations and Monitoring 2023 – Environmental Monitoring Committee

June 3, 2024

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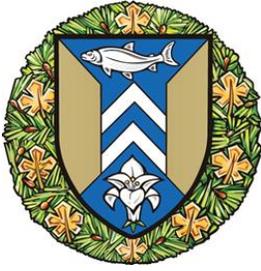
Respectfully submitted,

Catherine Taddo, P. Eng.

Manager of Development and Environmental Engineering

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The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

June 3, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Catherine Taddo, P. Eng, Manager of Development and
Environmental Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Noise By-law Exemption – Contract 2023-11E

Purpose

The purpose of the report is to request approval of a noise by-law exemption to facilitate work under the South Market area storm sewer rehabilitation contract.

Background

On January 29, 2024, Council awarded Contract 2023-11E to Insituform Technologies Limited for a critical sewer repair project using Cured-In-Place Pipe (CIPP) lining and grouting. The CIPP process requires continuous work, including overnight work. The lining work is scheduled tentatively for a two-week period starting June 17, 2024.

Analysis

Council approval is required for the noise by-law exemption to accommodate the CIPP method and overnight work. The CIPP lining is less disruptive and faster than traditional method but needs uninterrupted work during the curing state, which can take up to 24 hours. Night activities are quieter but need some equipment running and crews present to monitor the process.

Each individual CIPP liner on the project will necessitate the ability to work into the evening and through it when the liners are being installed. All preparatory work can be carried out during normal working hours, but the day of actual install for each will require a continuous working window. A brief overview of the process for each pipe run is as follows:

1. **Preparation (Daytime):** Initial work done over a few days to a week.
2. **Liner Installation (Daytime):** Takes about one to two hours per section.
3. **Curing Process (Day and Night):** The liner is hardened using heated water, requiring continuous operation.

The work is tentatively schedule for June 17, 2024, and is located in the area Boundary Road from South Market Street to Eastern Avenue. However, to accommodate potential schedule changes necessary for successful completion,

Noise By-law Exemption

June 3, 2024

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an exemption from the noise by-law for the duration of the construction season is recommended, thereby avoiding potential delays and disruption to the project timeline. The actual overnight work itself is anticipated to be only a few days.

Financial Implications

Approving this request to work outside normal noise bylaw hours has no additional direct financial implications. The costs associated with night-time work have already been included in the project budget under Contract 2023-11E. Allowing continuous work ensures the project proceeds as planned without compromising the integrity of the sewer repairs.

Strategic Plan / Policy Impact / Climate Impact

The report links to the Strategic Plan focus area of infrastructure, and specifically maintaining existing infrastructure. The rehabilitation of storm sewers through techniques like cured-in-place-pipe lining (CIPP) and grouting supports climate mitigation by minimizing soil disruption, reducing carbon emissions, and improving infrastructure resilience. Additionally, these methods contribute to climate adaption by enhancing stormwater management, lowering flood risk, and promoting the longevity of urban infrastructure.

Recommendation

It is therefore recommended that Council take the following action:

The relevant bylaw 2024-90 is listed under item 12 of the Agenda and will be read with all bylaws under that item.

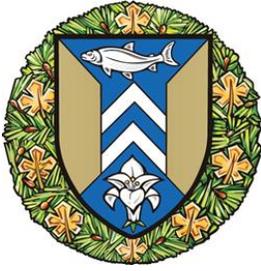
Respectfully submitted,

Catherine Taddo, P. Eng.

Manager of Development and Environmental Engineering

705.759.5380

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

COUNCIL REPORT

June 3, 2024

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Rick Van Staveren, Director, Economic Development and
Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel

DEPARTMENT: Community Development and Enterprise Services

RE: Yates Avenue – Torque-Fab Inc. 2.85 Acre Land Disposition

PURPOSE

The purpose of this report is to seek Council approval of a conditional Agreement of Purchase and Sale between the City and Torque-Fab Inc. for the sale of a portion of Yates Avenue, being Part of Section 34 Korah, being Part PIN 31609-0384, specifically the 2.85 acre parcel identified in Schedule “A” to this Report (the “Subject Property”).

BACKGROUND

Yates Avenue was developed for an industrial park (with the support of NOHFC) and is being marketed to assist with business growth and attraction through an agreement with Century 21 (procured through a tender process).

Torque-Fab Inc. is a welding and fabrication company that was established in January of 2013 under David Fleury. They provide customized work, with a focus on heavy machinery and equipment repairs. The company originally started out with two employees, working out of mobile service trucks to fulfill customer needs. Over the years, the business has expanded from working out of trucks to also operating out of a rented shop located at 5 Industrial Court B, Sault Ste Marie. Their current workforce is 16 and is expected to double in the next two years once they have expanded into a new facility.

Torque-Fab Inc. plans to build a 6,000 square foot facility on Yates Avenue that will support their future growth and employment plans.

ANALYSIS

The request was circulated to various City Departments and the Sault Ste. Marie Region Conversation Authority (“SSMRCA”) for comment (Attachment B – Comments from Circulation on Torque-Fab Inc. Sale).

Staff are supportive of selling the 2.85-acre parcel of land to Torque-Fab Inc. The company has demonstrated solid growth and provides local employment opportunities.

Pursuant to Council direction given in the Closed Session held January 30, 2023 and the delegated authority granted by By-law 2023-17, the Assistant City Solicitor/Senior Litigation Counsel executed an Agreement of Purchase and Sale, conditional upon Council approval by June 5, 2024. Council Approval shall occur only upon the passing of a By-law authorizing the sale of the Subject Property to Torque-Fab Inc. Torque-Fab Inc. also signed the required Acknowledgement and Release confirming that it understands that the Agreement of Purchase and Sale is conditional upon the Council approval sought herein.

The Agreement of Purchase and Sale also contains the following conditions:

- That the Buyer shall undertake to construct a building of a minimum of 2,000 square feet within three (3) years of purchase. If the Purchaser fails to construct a building within that time frame, the City may take back the property;
- That the Subject Property is to be sold “as is, where is”;
- That the Buyer release and hold harmless the Seller from any and all claims related to environmental matters;
- That the Buyer undertakes on closing to sign an Acknowledgment that the Buyer is aware that Algoma Steel Inc. is located east of the Subject Property and that Algoma’s operations from time to time shall result in noise being emitted that might be heard at the Subject Property;
- That the Offer is conditional upon the Buyer arranging at the Buyer’s expense a new First Charge/Mortgage satisfactory to the Buyer in the Buyer’s sole and absolute discretion no later than 6:00 p.m. on June 24, 2024;
- That the Offer is conditional upon the Buyer obtaining at the Buyer’s expense an Environmental Site Assessment satisfactory to the Buyer no later than 6 p.m. on June 24, 2024.

Once all conditions are satisfied, the City shall be responsible for the costs and to arrange for a Reference Plan to denote the Subject Property for registration purposes.

FINANCIAL IMPLICATIONS

The financial implication of the sale is based upon our current price per acre as approved by Council of \$50,000/acre. The Agreement of Purchase and Sale sets out a purchase price of \$142,500 for the 2.85-acre lot (2.85 x \$50,000 per acre). The City is also responsible to pay the costs of the reference plan to define the lands to be sold to Torque-Fab Inc. which will be approximately \$5,000. The reference plan will be ordered once Torque-Fab Inc. waives the financing and environmental assessment conditions.

STRATEGIC PLAN / POLICY IMPACT

This disposition of land supports the Community Development platform of Maximizing Economic Development and Community Investment.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Economic Development and the Assistant City Solicitor / Senior Litigation Counsel dated June 3, 2024 concerning Yates Avenue – Torque-Fab Inc. land disposition be received and that the City owned property described as being Part of Section 34 Korah, being Part PIN 31609-0384, specifically the 2.85 acre parcel identified in Schedule “A” to this Report be declared surplus to the City’s needs and the disposition of the said property be authorized in accordance with the City’s policy for the disposition of land to Torque-Fab Inc. for the amount of \$142,500;

Further, once the Buyer waives the financing condition in the Agreement of Purchaser and Sale the cost of the survey be borne by the City.

The relevant By-law 2024-89 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Rick Van Staveren
Director, Economic Development
705-759-5428
r.vanstaveren@cityssm.on.ca

and

Melanie Borowicz-Sibenik
Assistant City Solicitor / Senior
Litigation Counsel
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Yates Avenue – Torque-Fab Inc. Land Disposition
June 3, 2024
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Parcels

- Available Property
- Sold
- Conditionally Sold
- Parcels

Easements

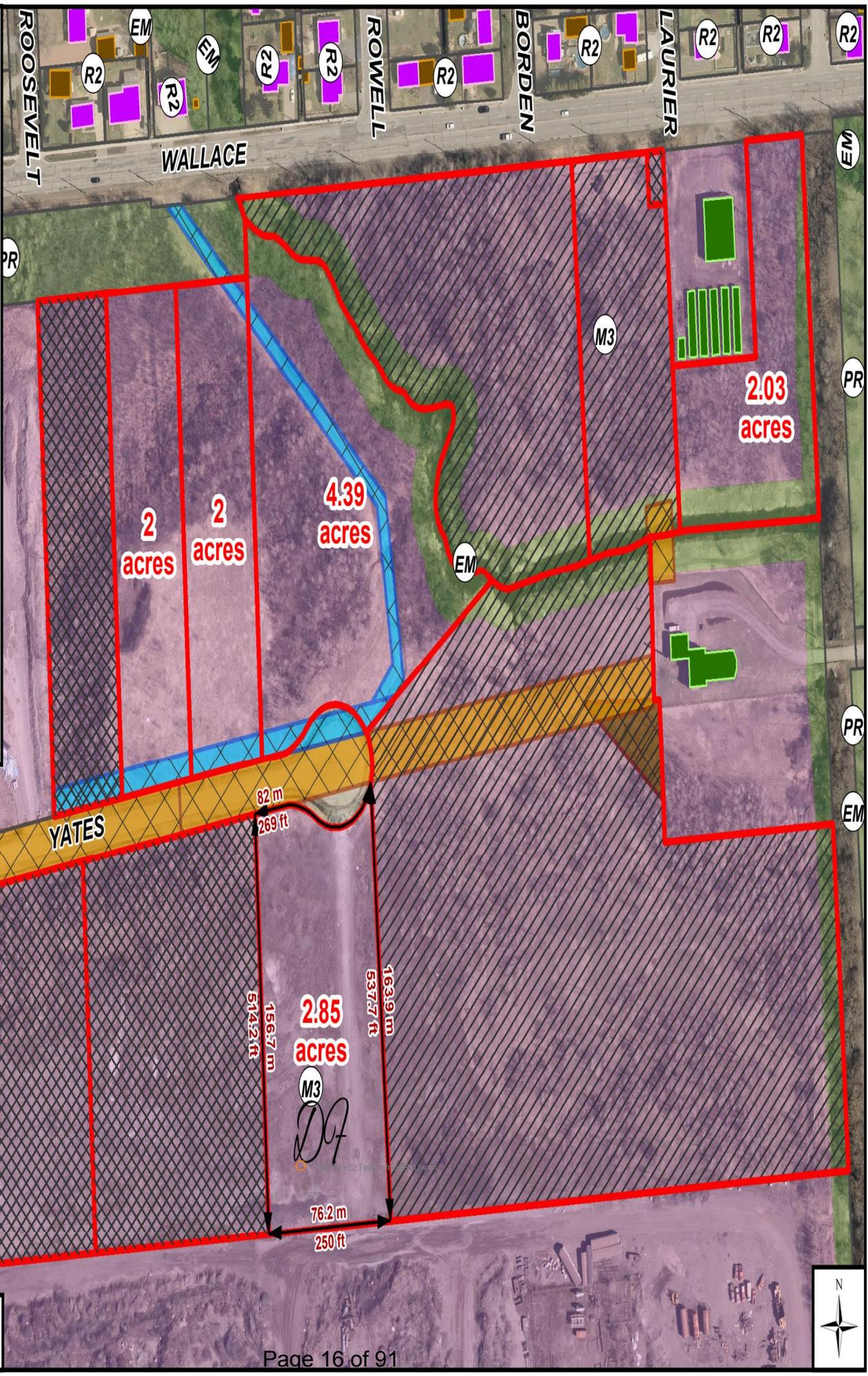
- PUC Easement
- City Easement
- Future City Easement

Buildings

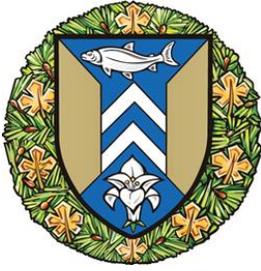
- Residential
- Commercial/Industrial
- Garage/Shed

Zoning

- M3 - Heavy Industrial Zone
- R2 - Single Detached Residential Zone; R2hp
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone



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The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

June 3, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: Fox Run Subdivision (Part Lot Control) – Further
Amendment to By-law 2013-95

Purpose

The purpose of this report is to recommend to Council that By-law 2013-95 which has the effect of lifting part lot control on Lots 1 to 24 inclusive, Plan 1M589 in the Fox Run Subdivision, Phase 1, be further amended to extend the expiration date of the aforesaid By-law for a further period of two years, expiring now on June 30, 2026.

Background

On May 27, 2013, City Council passed By-law 2013-95 following a request from Peter Bortolussi, solicitor for Fox Run Development (Sault) Inc. to exempt the above-noted lots from the part lot control provisions of the *Planning Act*. Pursuant to Section 4 of By-law 2013-95, the By-law was to expire six years from the date that this By-law became effective. Council thereafter passed By-law 2019-126 to further extend By-law 2013-95 to now expire on June 21, 2024.

The Legal Department recently received a request from Mr. Bortolussi to further extend the effect of By-law 2013-95 for an additional two years, now expiring on June 30, 2026. Given interest rates, the residential market has developed more slowly than anticipated, and the further time is necessary for development.

Analysis

Part lot control is set out in section 50(5) of the *Planning Act*. Essentially, a property owner cannot sell part of a lot or block on a plan of subdivision if the property owner retains ownership in the balance of the block or the lot or block without first receiving the consent (severance) from the City's Committee of Adjustment. Section 50(7) of the *Planning Act* allows the City to pass a by-law exempting lands in a plan of subdivision from Part Lot control so as to permit the property owner to sell off part of a lot or block without having to go to the Committee of Adjustment.

Exemptions from Part Lot control are often used to facilitate semi-detached and townhome developments. Fox Run Subdivision, Phase 1 consists of townhouses. Council has previously passed such by-laws to address matters of a similar nature. The Developer requests a further extension of this By-law to facilitate the transactions that continue to proceed in this Subdivision.

The request was circulated to relevant City Departments. There are no objections to extending the effective date for a further two (2) years to June 30, 2026.

Financial Implications

There is no financial impact.

Strategic Plan / Policy Impact / Climate Impact

Not applicable.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2024-93 is listed under Item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel
705.759.5403
m.borowiczsibenik@cityssm.on.ca

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-86

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Local No. 3 Canadian Union of Public Employees – Community Services Group for the term commencing February 1, 2023 to January 31, 2028.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 1, 2023 between the City and Local No. 3 Canadian Union of Public Employees – Community Services Group, a copy of which is attached as Schedule “A” hereto. This Agreement is for the term commencing February 1, 2023 to January 31, 2028.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 3rd day of June, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

AGREEMENT

Between



**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

-and-

**LOCAL NO. 3
CANADIAN UNION OF PUBLIC EMPLOYEES – COMMUNITY
SERVICES GROUP**



February 1, 2023 to January 31, 2028

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THIS AGREEMENT MADE AND ENTERED

INTO THIS 1st DAY OF FEBRUARY, 2023

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(Hereinafter referred to as the "City")
of the First Part

- AND -

LOCAL NO. 3, CHARTERED BY THE CANADIAN UNION OF PUBLIC
EMPLOYEES -
COMMUNITY SERVICES DEPARTMENT
(Hereinafter referred to as the "Union")
of the Second Part

1:00 PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the City and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

1:02 It is recognized that the City provides services for the safety, health, comfort and general welfare of the citizens twenty-four hours a day, seven days a week. Therefore, the employees may be requested at all hours of the day or night to assist in providing the many services.

1:03 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto so require.

2:00 **RECOGNITION**

2:01 The City, or anyone authorized to act on its behalf, approves and recognizes Local No. 3, Chartered by the Canadian Union of Public Employees, as the exclusive collective bargaining agency for its employees classified and covered by this Agreement, and hereby consents and agrees to negotiate with the Union or any authorized Committee thereof, in any and all matters affecting the relationship between the parties to this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

Both parties mutually agree that this agreement shall cover and include all those employees to be set forth in the classification schedule embodied in this Agreement in Appendix "A" attached hereto.

2:02 All correspondence between the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Director and the Group Vice President of the local Union or designate.

2:03 Work of the Bargaining Unit

Employees of the City excluded from the bargaining unit, as defined by Clause 2:01 hereof, shall not perform duties of employees in the bargaining unit except for emergency, experimentation, training, or instructional purposes. This clause does not apply to those people designated as temporary Supervisors.

2:04 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in Articles dealing with Union Security and Dues Check-Off. A representative of the Union shall be able to meet with new members during work time to introduce themselves and provide the new employee a CUPE Local 3 welcome package.

3:00 **UNION SECURITY**

3:01 Deductions will be made from the payroll period and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th of the month following in respect of which deductions have been made,

accompanied by a list of all employees' names, addresses and phone numbers as the City has on file along with bi-weekly earnings upon which union dues are based and the employee status will be provided.

3:02 All employees of the City, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union. All future employees of the City shall as a condition of continued employment become members in good standing in the Union not later than after thirty (30) days of employment with the City. Students are exempt from above condition. The Employer shall not be required to discharge an employee who has been expelled or discharged from the Union.

3:03 The Union will save the City harmless from any and all claims which may be made against the Corporation for amounts deducted from employees pay as herein provided.

3:04 Information for Union

The City shall provide the Union, monthly, with an electronic contact list in Excel of all employees in the bargaining unit. The contact list will include:

- a. Home address
- b. Home phone number or cell number
- c. Work email address and where available, a personal email address
- d. Employment status: permanent, temporary, casual

4:00 NEGOTIATING AND GRIEVANCE COMMITTEES

4:01 Negotiating Committee: A Negotiating Committee shall be appointed and shall consist of not more than four members who are employees of the City which may at the choice of the Union include the President of the local. The Union will advise the City of the Union nominees to the Committee.

4:02 Representative of Canadian Union: The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees or Union officers when dealing or negotiating with the City.

- 4:03 Meeting of Committee: In the event of either party wishing to call a meeting of the Committee, the Director of Community Services or the Secretary of the Union, as the case may be, shall be notified. The said meeting shall be held at a time and place as shall be fixed by mutual agreement.
- 4:04 During negotiations the function of the Negotiating Committee shall be to deal with all matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc. shall be referred to the Negotiating Committee for discussion and settlement.
- 4:05 Time off for Meetings: Any representative of the Union, on this Committee who is in the employ of the City, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration provided that such employee shall not absent themselves without the permission of their supervisor. The City agrees to maintain the pay of such persons on approved absence for such hours that are straight time regularly scheduled working hours.
- 4:06 The City acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members, who shall be employees of the City. The personnel of such committee shall be communicated to the City.
- 4:07 The City of Sault Ste. Marie and Local 3, C.U.P.E. – C.S.D., agree to the following terms related to the Joint Consultation Committee:
1. The Committee will consist of two representatives of each party to deal with matters of mutual concern relating to the work place.
 2. Meetings can be scheduled as necessary on request of either party at a mutually agreed time and locations. The parties agree to a commitment that they can meet upon request for a labour management meeting when either side provides an agenda. Every attempt to meet will be made within thirty (30) calendar days. Both parties acknowledge when scheduling the meeting some issues may arise such as vacation schedules, holidays, staffing, etc. Grievance meetings have to be set differently in accordance with the Article 8.

3. The members of the Committee shall receive the normal rate of pay for attendance at meetings during their scheduled working hours but no payment will be made for time spent outside regular hours.
4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least five working days in advance of the meeting. Minutes of the meetings will be prepared and distributed as determined by the Committee.
5. The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process.
6. The Committee shall not have the authority to alter or amend the collective agreement or make any decision inconsistent with its provisions.
7. The representatives agree to make every effort to deal with issues in a co-operative manner.

5:00 BULLETIN BOARDS

- 5:01 The Union shall have the use of bulletin boards in each place where employees commence work for the posting of notices related to Union business or activity, but any notices to be posted thereon shall be signed by an authorized officer of the Union and shall be subject to prior approval of the City and such approval shall not be unreasonably withheld.

6:00 MANAGEMENT RIGHTS

- 6:01 The Union agrees that the City has the exclusive right to manage the affairs, to direct the forces, to hire, to promote, demote, transfer, layoff and to discharge, suspend or discipline employees for just cause. The City agrees that these functions shall be executed in a manner consistent with the general purpose and intent of the agreement and subject to the right of an employee to lodge a grievance as set forth herein.

6:02 The City shall exercise its right to assign job duties and to direct the working forces in a fair and reasonable manner, and shall determine crew size, equipment and responsibilities.

7:00 DISCRIMINATION

7:01 The City, the Union, and their agents agree not to discriminate against any employee because of their membership in the Union, Union Officer and/or for any reason as set out in the Ontario Human Rights Code.

7:02 If an employee believes they have been subject to conduct contrary to the City's Code of Conduct, they shall submit their concern in writing to their respective Director with a copy to the Union. Upon submission of the concern, the Employer shall conduct an internal investigation. Where a conflict of interest has been identified, the Employer will provide for a third party to investigate the complaint. The Director will provide a written response to the employee with a copy to the Union upon conclusion of the investigation by the respective Director.

If the employee is not satisfied with the respective Director's response, the employee may submit the concern to the Deputy CAO with a copy to the respective Director and Union. Upon conclusion of an investigation, the Deputy CAO will provide a written response to the employee with a copy to the respective Director and Union.

8:00 GRIEVANCE PROCEDURES

8:01 Grievances shall be dealt with in the following manner provided requests for grievance hearings and replies following such hearings shall be in writing at all steps.

Grievances shall specify the clause or clauses in the Agreement which it is believed the City has violated and shall include a statement of facts outlining in what manner the City's interpretation of a clause is disputed. A copy of the grievance shall be submitted at each step of the grievance procedure and replies to grievances shall be sent to the Chairman of the Grievance Committee.

8:02 A grieved employee, assisted by a steward or officer of the Union, shall first discuss the case with their Supervisor and the Division Head within ten (10) working days of the occurrence of the incident which gave rise to the matter in dispute. The Supervisor shall render a decision within

three (3) working days of the meeting. Failing settlement, the difference shall be considered a grievance and the following steps shall be taken.

- STEP I The grievance shall be put in writing and the employee may, within five (5) working days of receipt of the reply from the Supervisor, request a hearing with the respective Director. The employee assisted by a steward or officer of the Union will attend the hearing with the respective Director. The respective Director shall render a decision within five (5) working days of the hearing.
- STEP II If the Grievance Committee considers that a satisfactory settlement was not reached at Step I, it may within five (5) working days of receipt of the Step I reply, request a hearing by the Director of Human Resources, or a representative. The Director of Human Resources, or a representative, shall render a decision within five (5) working days of the hearing.
- STEP III If the Grievance Committee considers that a satisfactory settlement was not reached at Step II, it may within five (5) working days of receipt of the Step II reply, request a hearing by the Deputy Chief Administrative Officer. The Deputy Chief Administrative Officer shall render a decision within five (5) working days of the hearing.

8:03 Policy Grievance

Where a dispute involves a question of general application or interpretation of the terms of the agreement either the Union or the City may file a grievance at Step II of the grievance procedure.

- 8:04 (a) Whenever the Employer deems it necessary to issue a written disciplinary action, a letter of discipline shall be provided to the employee with a copy to the Union and the Human Resources Department.
- (b) In cases of discharge the employee and/or the Union shall have the right to file a grievance at Step II of the grievance procedure, provided such grievance is filed within fifteen (15) working days from the date of discharge.

- 8:05 The time limits set out in the grievance procedure shall be strictly observed by the parties, but may be extended by mutual consent.

8:06 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to their Supervisor or designate within fifteen (15) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9:00 **ARBITRATION PROCEDURE**

9:01 If the Grievance Committee considers that a satisfactory settlement was not reached at Step III, it may within fifteen (15) working days of receipt of the Step III reply, request that the grievance be referred to Arbitration in accordance with the terms of the Ontario Labour Relations Act.

Furthermore, within twenty (20) working days following such notice, the Union shall propose a sole arbitrator or Nominee to a Board of Arbitration to hear the grievance. The parties agree to cooperate to establish a mutually satisfactory date as soon as practicable for the hearing of the grievance before a sole arbitrator/Arbitration Board.

9:02 A Board of Arbitration/sole arbitrator shall not alter, modify or amend any part of this agreement or make any decision inconsistent with its provisions.

9:03 The time limits set out in the arbitration procedure shall be strictly observed by the parties, but may be extended by mutual consent.

10:00 **NO STRIKES OR LOCKOUTS**

10:01 In view of the orderly procedures established herein for the disposition of grievances and complaints the City agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes which will stop or interfere with the services of the City for the duration of this Agreement.

11:00 SENIORITY

11:01 An employee's Department or Division seniority is based on their effective date of employment with the Department or Division in accordance with 11:03 relative to other employees' employment date with the Department or Division.

For example, an employee will have less Department or Division seniority than an employee whose effective date of employment is earlier and will have more Department or Division seniority than an employee whose effective date of employment is later.

11:02 Senior employees are expected to give every assistance to the training of junior employees.

11:03 Probationary Employees: An employee shall be on probation until they have worked a cumulative one thousand and forty (1040) hours and during such period the employee shall not be subject to rights under the grievance procedure.

Probationary employees cannot apply out of the position they were hired unto until probation is completed successfully.

Employees retained past the probationary period shall be deemed satisfactory, and placed on the seniority list, and credited with seniority from the day they commenced work.

11:04 Definition of Employees:

In this Agreement:

(a) Probationary Employee - means an employee who has not completed the probationary period.

(b) Seasonal Employee - means an employee who has completed his probationary period but who has not yet been employed for twelve (12) consecutive months.

(c) Permanent Employee - means an employee who has completed twelve (12) consecutive months of employment.

11:05 Employees who are employed for less than an average of twenty-four (24) hours per week in any four week period are deemed to be part time employees.

11:06 The City will maintain General seniority lists and Divisional seniority lists in the following groups:

- (1) General Seniority List
- (2) Parks Division Seniority List
- (3) Cemeteries Division Seniority List
- (4) Community Centres Division Seniority List

Copies of the above lists will be given to the Union. Any employee may request information from the City relative to their own seniority. On request, any officer of the Union will be supplied with the necessary information relative to the seniority or rates of pay of any employee or group of employees. Any employee who believes that they are not listed in their proper position may take the matter up in accordance with the provision under article 8:00. If any corrections are approved within a period of ninety (90) days, the list will be amended and a copy given to the Union. After which the list will be brought up to date each January 1st.

11:07 Seniority shall be forfeited and employment will be terminated if:

- (1) the employee voluntarily quits their employment;
- (2) the employee is discharged for proper cause;
- (3) the employee fails to report to work within five (5) days after being notified by registered mail to return to work following a layoff.
- (4) except in cases of illness, an employee absenting themselves from work for more than forty-eight (48) hours, without permission shall be deemed to have left the employ of the City, and before being entitled to reinstatement, shall give satisfactory explanation on their return to the respective Director.
- (5) (a) The parties agree to the following conditions regarding employees absent from work due to non-occupational illness or accident.
 - (i) During the first twelve (12) months of any such absence the City agrees to provide at its cost all benefits set out in Article 22:00.

- (ii) At the end of such twelve (12) month period such employee will be responsible for the total cost of all benefits set out in Article 22:00.
 - (iii) The City agrees to maintain the seniority of such employee for a thirty-six (36) month period, after which employment will be terminated. The parties recognize and agree that the provisions of this clause must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.
- (5) (b) An employee who is absent from work due to occupational illness or accident for which Workers' Compensation is paid will be provided as follows:
 - (i) During the first twenty-four (24) months of such absence the City will provide at its cost all benefits set out in Article 22:00.
 - (ii) At the end of such twenty-four (24) month period such employee will be responsible for the total cost of all benefits set out in Article 22:00.
 - (iii) The City agrees to maintain the seniority of such employee for a thirty-six (36) month period after which employment will be terminated. The parties recognize and agree that the provisions of this clause must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.
- (6) The employee is absent from work for a period in excess of twenty-four (24) calendar months due to layoff.

The parties recognize and agree that the provisions of this article must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.

12:00 PROMOTIONS, VACANCIES AND NEW POSITIONS

12:01 City will notify Union: seven (7) days prior to filling any vacancies or new positions covered by the terms of this Agreement, the City will notify the Union in writing and post notice of the position on all bulletin boards in order that all members will know about the position and be able to make written application therefore.

Such notices shall state the nature or title of the position, the qualifications inclusive of knowledge, education, experience and skills required and wage rate or wage range.

12:02 In exercising seniority during a promotion or transfer to vacancies and new positions as outlined in 12:03 the employee will first exercise their division seniority and where division seniority is not applicable the employee shall exercise their General seniority.

12:03 Method of Making Appointments: Promotions or transfers to vacancies and new positions shall be according to employees' seniority standing and qualifications inclusive of knowledge, education, experience and skills required. Where qualifications are equal, seniority shall be the determining factor. A promoted employee shall be on trial period until they have worked four-hundred and forty (440) hours within any period of (ninety) 90 consecutive days for such employee to prove efficiency. In the event the successful applicant proves unsatisfactory in the position or requests to return to their former position during the aforementioned trial period, they shall be returned to their former position without loss of seniority and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority.

12:04 Temporary vacancies of less than five (5) working days will be filled by the Director, giving preference where possible to the senior qualified employee available.

For the purpose of assigning a Group Leader for holiday/sick replacements, the senior permanent crew member has first option to the relief position. Failing filling the position from within the crew, then go the general area for an incumbent, and failing this, go to the General Seniority List.

Crews: Operations (Grass)
 Sportsfield
 Forestry
 Horticulture
 Repair/Maintenance
 Cemeteries

- 12:05 When an employee relieves in a position of higher classification for a period of one (1) day or more, such employee shall receive the rate applicable to the higher classification while so relieving.
- 12:06 Approved Accommodations: Any employee covered by this agreement who, temporarily are unable to perform their regular duties, may be assigned any light or modified work available at the wages payable at the time for the position. It is understood that proper medical documentation acceptable to the City must be provided.
- 12:07 Promotions Requiring Higher Certification: In cases of promotion requiring higher certification, the Employer shall give consideration to employees who do not hold the requirement of the required certificate, but are writing for such certificate prior to filling the vacancy. If selected by the Employer, such employees will be given an opportunity to qualify within a reasonable length of time and to revert to the employee's former position if the required certificate is not obtained within such time.
- 12:08 The Union shall be advised in writing of the name of the successful applicant. All applications will be acknowledged within fourteen days of receipt in writing. Any objections by the Union to staff changes shall be construed as a difference between the parties bound by this Agreement as provided for under the grievance procedure.
- 12:09 The refusal of an employee to accept promotion for a particular position will in no way affect his seniority or rights to future promotion. The employee will sign a declaration to allow a junior to take the position.
- 12:10 An employee who is established on a job upon request must exercise their rights to that job in accordance with their job seniority or they shall be required to sign a seniority waiver form, relinquishing their seniority rights to that job and relinquishing their future promotional rights to such job until they indicate to management in writing that they wish to be considered for promotion. A signed off employee shall not be

considered for promotion to the said position for nine (9) months from the date of sign off.

- 12:11 An employee in a posted position who is temporarily assigned to a lower classification other than their normal classification shall have their normal rate of pay maintained and such temporary assignment shall not be cause for a rate decrease in their areas.
- 12:12 The temporary transfer within the collective agreement shall be effective for a period of not more than ninety (90) days, and shall not be allowed within the probationary period.

13:00 LAYOFFS AND REHIRING

- 13:01 The purpose of the layoff procedure is to create job vacancies for senior employees displaced from their jobs or Divisions as a result of a reduction in force.
- 13:02(a) In reduction in force, employees shall be displaced from jobs in a Division in reverse order of such employees Division seniority and employees shall be displaced from pool jobs in reverse order of such employee's General seniority. Pool Jobs shall be those jobs in Job Class 1 only.
- (b) In the event of a layoff it is understood that students performing the work of the Labourer classification identified in Appendix A, shall be terminated before a layoff of probationary employees, seasonal employees and permanent employees.
- 13:03 It is understood and agreed that in all cases of layoffs, reductions in work force and recalls after layoffs, that seniority shall apply provided that the employee has the ability to perform the work.
- 13:04 During any such period of layoff such employee is not entitled to any benefits except the right of recall to work.
- 13:05 Notice of layoff shall be given in accordance with the provisions of the Employment Standards Act.
- 13:06 Other Provisions: Employees shall give as much notice as possible for their inability to report for work due to illness.

13:07 The following represents the understanding of the parties regarding the exercise of Division and/or department seniority rights in respect to posted positions:

- 1) In the exercise of seniority rights for the purpose of job opportunity where there is no layoff, an employee may exercise his right to a job where he is senior on the Division seniority list and has the ability to perform the job but cannot displace an employee on a posted job.
- 2) In the exercise of seniority rights in the event of a layoff resulting in a reduction in the work force, an employee may bump into any position at the same job class or a lower job class where such an employee is senior on the Division seniority list and has the ability to perform the job.
- 3) In the exercise of seniority rights in the Pool Jobs (Job Class 1) in the event of a layoff, it is an employee's Department seniority that shall govern.

14:00 SUPERVISORY POSITIONS

14:01 Transfer to Supervisory Position: The selection or appointment of employees for Supervisory positions or for any position not subject to this Agreement, is not governed by this Agreement, but if any employee appointed to a permanent position outside the scope of the bargaining unit, such employee shall retain their bargaining unit seniority for a period of six (6) months following such appointment. If the employee remains in the position outside the scope of the bargaining unit beyond the above noted six (6) month period, all bargaining unit seniority shall be forfeit and their name shall be removed from the Union Seniority List.

15:00 LEAVE OF ABSENCE

15:01 General Leave: The City shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the City, for a period not exceeding three (3) months.

- 15:02 Union Conventions or Schools: Leave of absence without pay and without loss of seniority shall be granted upon request to the City to employees elected or appointed to represent the Union, at Union conventions, or Union schools provided the City is advised in writing by the authorized officers of the Union of such appointments.
- 15:03 For Union Business: The City agrees that where permission has been granted to representatives of the Union, who are employees of the City, to leave their employment temporarily in order to carry on negotiations with the City, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.
- 15:04 Leave of Union Officers: Any employee who is elected or selected for a full time position with the Union or anybody with which the Union is affiliated or who is elected to public office may be granted leave of absence without pay or loss of seniority by the City for a period of up to one (1) year. This period may be extended by the City at the end of the year upon request.
- 15:05 Bereavement Leave

When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of four (4) days for any days which are normally straight time working days and fall within the period from the day of death up to and including the day of the funeral. If the funeral or celebration of life is more than two hundred kilometers (200 km) from Sault Ste. Marie, the four (4) working days shall be any days which are normally straight time working days.

Members of the immediate family means the employee's: spouse or common-law spouse, parent, step-parent, sibling, sibling-in-law, child, step-child grandchildren, grandparents, grandparents-in-law, parent-in-law.

Common-law spouse shall be defined as an individual with whom an employee has been living and in which relationship they have publicly represented themselves as spouses.

When death occurs to an employee's Aunt or Uncle, niece or nephew, the employee will be granted leave of absence on compassionate

grounds and they may be absent and shall be paid eight (8) hours straight time at their regular rate for one (1) scheduled working days.

15:06 Jury Duty: The City shall pay an employee who is required to serve as a juror or court witness, the difference between normal earnings and the payment received for jury service or court witness. The employee will present proof of service and the amount of pay received.

15:07 Personal Leave Days

All employees will be entitled to two (2) paid personal leave days, per calendar year, that is deducted from the unused sick leave credits. If the sick leave bank is exhausted there is no entitlement to such benefit, no unpaid days can be used for this purpose. An employee may use this benefit for any reason. These days must be taken in whole day increments and must notify the employer where possible with twelve (12) hours' notice prior to the start of their regularly scheduled shift. Extenuating circumstances will be considered on their own merit if twelve (12) hours' notice is not provided.

16:00 HOURS OF WORK

16:01 (a) Normal hours of work shall be eight (8) hours per day and forty (40) hours per week with two (2) consecutive days off.

(b) The normal workday shall be 8:00 A.M. to 4:30 P.M., unless otherwise required by management with a minimum of twelve (12) hours notice where 7:00 A.M. till 3:30 P.M. will be permitted. Monday to Friday. (40 hours per week)

(c) Shift workers - five (5) eight (8) hour shifts per week with two (2) consecutive days off.

(d) The City shall designate, prior to the commencement of the shift, either a twenty (20) minute paid lunch period or a thirty (30) minute unpaid lunch period within the normal hours of work or shift workers.

(e) The Facility Operators at the GFL Memorial Gardens, and the Lock Operators will work 12 hour normal scheduled shifts, 1 week in a

pay period will work 44 hours and the other week in the pay period will be 36 hours totaling 80 hours in a pay period;

(f) The Facility Operators at the John Rhodes Community Centre will work 10 hour normal scheduled shifts, 40 hours per week, totaling 80 hours in a pay periods;

(g) The Facility Operators at the Northern Community Centre (NCC) will work ten (10) hour scheduled shifts, forty (40) hours per week, totaling 80 hours in a pay period.

17:00 COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES

17:01 It is agreed that prior to changing any work scheduling in the Community Development & Enterprise Services the City will discuss such changes with the employees one week prior to making such changes.

17:02

(a) Notwithstanding the provisions of Article 17 the parties agree that in the Community Centres Division, employees may be scheduled to work eight (8), or ten (10), or twelve (12) hour shifts. Scheduling will not include split shifts. The Employer will advise the Union prior to implementation.

The hours of work shall be:

8 hour shifts (40 hours per week) – 10 shifts = 80 hours pay biweekly

10 hour shifts (40 hours per week) – 8 shifts = 80 hours pay biweekly

12 hours shifts 80 hours pay biweekly and adjusted on a 160 hours cycle

Where possible, the Employer will provide a schedule with two (2) consecutive days off and comply with Article 17:02 when changing schedules.

Should the Employer find it necessary to propose alternate shift arrangements in the Parks or Cemetery Divisions during the term of the agreement, the Employer will meet with the Union to discuss and agree upon such arrangements.

(b) **PART – TIME FACILITY OPERATORS**

Employees hired to be a part-time facility operator shall be subject to the following conditions:

- Shall be eligible for overtime pay after eight (8) hours work in a day or forty (40) hours in a week.
- Seniority shall be recorded separately by hours worked. Also, it is understood that two thousand, eighty (2,080) hours worked is equivalent to one (1) year of employment.
- Vacation pay will be paid with each bi-weekly pay at 4% and increasing to 6% upon the hourly equivalent of five (5) years' service, 8% upon the hourly equivalent of ten (10) years' service, 10% at the hourly equivalent of fifteen (15) years' service, 12% at the hourly equivalent of twenty (20) years' service and 14% at the hourly equivalent of thirty (30) years' service.
- Part-Time Facility Operators are members of the bargaining unit and have the right to apply to Job Postings. Posting rights are limited to positions within Community Centre Division, GFL Centre Division & Lock.
- Part-Time Facility Operators will be entitled to 100% of the full time safety footwear allowance.
- This is to confirm that the City's Financial Assistance policy for training and education courses is applicable to Part-Time Facility Operators.

18:00 OVERTIME

18:01 Overtime at the rate of time and one half the regular pay shall be paid for all work performed in excess of the regular hours.

18:02 An employee shall be entitled to a minimum of three (3) hours at time and one-half (1-1/2) the employee's regular rate of pay when called out to work overtime.

- 18:03 Overtime work shall, as far as possible, be equitably distributed among the employees who normally perform such work, in that specific group area, first.
- 18:04 The work week shall be a period of seven (7) work days beginning at 12:01 A.M. Sunday or the shift starting time closest thereto.
- 18:05 There shall be no doubling up or pyramiding of overtime rates or shift premiums. Any hour or hours of work paid at overtime rates shall not be counted as hours worked for the calculation of overtime pay.
- 18:06 Employees may request time off in lieu of overtime with the following conditions:
- Maximum Time Off in Lieu at any given time – one hundred (100) hours once per calendar year.
 - Requests for lieu time off will be considered on an individual basis at the time of request.
 - Approval at the sole discretion of the respective Divisional Manager based upon the operational requirements of the Division.
 - If not utilized, hours will be paid out annually.
 - Lieu time off shall not be granted from June 1st to August 31st in any given calendar year (except in the Community Centres division).
- 18:07 The City shall pay a meal allowance of \$15.00 (effective February 1, 2023) to an employee required to work more than ten (10) hours and an additional meal allowance for every five (5) hours he is required to work thereafter. Further for an employee required to work five (5) consecutive hours on a callout.

19:00 PREMIUMS

- 19:01 The City shall pay all seasonal and permanent employees required to work shift work a shift premium on the following basis:
- (1) Where 50% or more of the scheduled hours of work fall after 4:00 P.M. but prior to 12:00 midnight, a shift premium of \$1.05 per hour for the full shift effective February 1st, 2023, \$1.10 per hour for the full shift effective February 1st, 2024, \$1.15 per

hour for the full shift effective February 1st, 2025, \$1.20 per hour for the full shift effective February 1st, 2026, and \$1.25 per hour for the full shift effective February 1st, 2027.

(2) Where 50% or more of the scheduled hours of work fall after 12:00 midnight but prior to 8:00 A.M., a shift premium of \$1.05 per hour for the full shift effective February 1st, 2023, \$1.10 per hour for the full shift effective February 1st, 2024, \$1.15 per hour for the full shift effective February 1st, 2025, \$1.20 per hour for the full shift effective February 1st, 2026, and \$1.25 per hour for the full shift effective February 1st, 2027.

19:02 The City shall pay employees a Sunday premium for all hours worked during the twenty-four hour period beginning 12:01 A.M. Sunday or the shift starting time closest thereto of \$1.05 per hour for the full shift effective February 1st, 2023, \$1.10 per hour for the full shift effective February 1st, 2024, \$1.15 per hour for the full shift effective February 1st, 2025, \$1.20 per hour for the full shift effective February 1st, 2026, and \$1.25 per hour for the full shift effective February 1st, 2027.

19:03 Employees directly assigned to perform a disinternment shall each receive an additional seventy-five dollars (\$75), effective February 1, 2023.

20:00 VACATIONS

20:01 Employees with less than twelve (12) months service at December 31st, shall receive one day of vacation for each completed month worked to a maximum of ten (10) days. Such vacation shall be taken in the following year with pay at 4% of the previous year's earnings.

All newly hired permanent employees will accumulate vacation entitlement from their hire date. Their vacation pay for the following year would be based on 4% of wages earned in the previous year.

20:02 Employees who have completed one (1) but less than five (5) years of accumulated service shall receive two (2) weeks vacation at their regular rate of pay.

- 20:03 Employees who have completed five (5) years but less than ten (10) years of accumulated service shall receive three (3) weeks vacation at their regular rate of pay.
- 20:04 Employees who have completed ten (10) years but less than fifteen (15) years of accumulated service shall receive four (4) weeks vacation at their regular rate of pay.
- 20:05 Employees who have completed (15) years but less than twenty (20) years shall be allowed five (5) weeks annual vacation at their regular rate of pay.
- 20:06 Employees who have completed twenty years (20) of service and but less than twenty five (25) years shall be allowed six (6) weeks annual vacation at their regular rate of pay.

All employees who have completed 25 calendar years of service and are in their 26th year shall be allowed six (6) weeks plus one (1) day.

All employees who have completed 26 calendar years of service and are in their 27th year shall be allowed six (6) weeks plus two (2) days.

All employees who have completed 27 calendar years of service and are in their 28th year shall be allowed six (6) weeks plus three (3) days.

All employees who have completed 28 calendar years of service and are in their 29th year shall be allowed six (6) weeks plus four (4) days.

- 20:07 Employees who have completed thirty (30) years or more of accumulated service shall receive seven (7) weeks vacation with pay at their regular rate of pay.
- 20:08 Employees who are absent from work without pay for thirty (30) calendar days or more shall have their vacation entitlement reduced in proportion to such time absent from work.
- 20:09 The vacation schedule shall be posted by March 1st each year. Employees must make their choice known to the Manager by January 31st each year. All employees who have failed to file their request by January 31st will lose their seniority preference for vacation. Vacation requests for the period January 1st through January 31st shall be considered in the order received and without seniority preference.

Vacation selection shall occur as follows:

- First Pick - 2 calendar week selection (2 consecutive weeks or 2 x 1 week blocks) any time of year; by seniority
- Second Pick – 2 calendar week selection (2 consecutive weeks or 2 x 1 week blocks) any time of year; by seniority
- Third Pick – Select balance of vacation by seniority (Calendar week blocks)
- Once selected, vacation cannot be changed except by approval of the Manager
- Single day vacation selections permitted only by approval of the Manager
- Employees by seniority will make vacation selections at a predetermined date and time from a Master Vacation Board.
- Selections to be completed by February 1st of the immediately preceding year of vacation selection. The Manager will confirm vacation selections by March 1st.

20:10 The vacation year shall be from January 1st to December 31st.

20:11 The City agrees to co-operate with the employees in making provisions that, where possible, employees may take two weeks of their annual vacation between May 1st and October 1st and if work load permits to make provision for those having more than two weeks vacation to take the complete vacation at one time except during the period May 1st to October 1st.

20:12 The vacation year shall be from January 1st to December 31st. Vacation requests to carry over vacation from one vacation year to the next, must be approved in advance by special written permission from the appropriate Director.

An employee may carry over up to two weeks of vacation from one year to the next provided such request is made in writing prior to February 1st of the current year to the respective Director for approval. Such vacation must be taken in the subsequent year and it is understood and agreed that the pay shall be at the rate that would have been paid in the year the vacation entitlement originally occurred.

21:00 PAID HOLIDAYS

21:01 All employees shall be paid for the following holidays at the regular rate of pay:

New Year's Day	Civic Holiday
Family Day (3 rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Any employee who is required to work on a paid holiday, shall be paid at time and a half their standard rate of pay for every hour worked in addition to their regular holiday pay. Due to the nature of the work the number of employees released for the particular holiday will be at the discretion of the respective Manager.

Where employees are in an area which is a seven-day operation, the Corporation's designated days will not be recognized. Should an employee work on a Statutory holiday, they will be paid at time and one half plus get a 'banked stat' day off that is mutually agreed to by the respective Supervisor and employee.

'Banked stats' shall be taken at a mutually agreed upon time by the Manager and employee. Operational requirements will be considered.

21:02 If any of the above holidays falls on a Saturday or Sunday, the Friday or the Monday as designated by the City shall be considered as the Statutory Holiday for the purpose of this agreement.

Notwithstanding the above provision where either Christmas or Boxing Day falls on a Saturday or Sunday, the designated days may be the two (2) days immediately preceding or following Christmas or Boxing Day. Every employee shall be granted time off with pay at their regular rate of pay in respect to a statutory holiday unless:

- (1) The employee is required to work on a statutory holiday and does not work or leaves before the end of their shift without permission from their supervisor or;
- (2) The employee does not work their last scheduled shift prior to or their first scheduled shift after the statutory holiday unless they were off work due to illness or with permission or;

- (3) Subject to the provisions of the Employment Standards Act, the employee is on layoff on a statutory holiday or;
- (4) Subject to the provisions of the Employment Standards Act, the employee is on leave of absence on a statutory holiday.

22:00 GROUP WELFARE PLAN

22:01 Employees shall be provided with the following health and insurance benefits. The City shall pay 100% of the premiums for employees participating in these plans.

- Ontario Hospital Insurance Plan (O.H.I.P.)
- Extended Health Care
 - Vision Care - \$475.00/ 24 month (effective January 1, 2023) and \$500.00/ 24 month effective January 1, 2024. Note: This amount can be used for laser eye surgery.
 - One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.
 - Hearing Aides up to a maximum of \$400.00
 - Orthotics & orthopaedic shoes maximum of one (1) pair \$400 per calendar year.
 - Pharmacy dispensing fees capped at \$10.00 effective February 1, 2011 and increase to \$11.00 effective February 1, 2013. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".
 - Ward Hospital Coverage

Paramedical Benefit:

Maximum of one thousand three hundred (\$1300) per calendar year for any combination of the following services:

Physiotherapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, and Nutritional Counselling by Professional Dietician.

Maximum of one thousand five hundred (\$1500) per calendar year for Psychological Benefit (MSW, Registered Counsellor, Psychologist or Marriage and Family Therapist).

- Out of Province Travel Plan

- Dental Plan #9, with Rider #3, (Orthodontic, effective 1st of the month following ratification of the Memorandum of Settlement by the parties increase to three thousand (\$3,000 limit), at current ODA rates minus one year.)
- Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the City. It is agreed that the full U.I.C. rebate on premiums shall be retained by the City.
- Group Life Insurance Plan
 - Life Insurance - One and one-half times (1-1/2 times) basic annual salary. Per the insurer, life insurance coverage will convert to \$10,000 on the day the employee attains age 65 and will terminate on the date the employee attains age 70.
 - Double Indemnity for Accidental Death and Dismemberment; Per the Insurer, AD&D coverage will terminate on the date the employee attains age 65 or employment ceases.
- Long Term Disability Insurance Plan

The parties agree that eligibility for L.T.D. benefits set out in this article will cease when:

- (a) An active employee becomes eligible for an OMERS unreduced early retirement pension; or
- (b) The gross monthly income payable to the employee from OMERS, Canadian Government Annuities, Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.
- (c) An active employee attains age 65.

22:02 Coverages for new employees will be effective as follows:

- (a) Extended Health Care – 1st of the month following completion of three (3) months service.
- (b) Group Life Insurance - the day following completion of three (3) months employment.
- (c) Dental Plan – 1st day of the month following completion of three (3) months service.

- 22:03 Coverages for Group Life Insurance and Long Term Disability Insurance shall normally be adjusted effective on the first day of February following, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement. Coverages under such plans shall be in accordance with the terms and conditions of Great West Life Policy 320925 Division 005 (Group Life Insurance) and Great West Life Policy 320925 Division 015 (Long Term Disability Insurance).
- 22:04 An employee who is absent from work without pay for thirty (30) days or more shall be responsible for the payment of the total cost of the premiums for the benefits set out in Articles 22:01, 22:02 and 22:03.
- 22:05 Every employee shall be fully responsible for keeping the City informed of changes in his marital status or number of dependents. The City shall have the right to recover by payroll deduction any amounts of premium paid in excess of such premiums as a result of not being properly informed by any employee of their status for the purpose of insurance and medical coverage.
- 22:06 The City shall have the right to determine the carrier of all such benefits. All refunds, reduction of premiums, dividends, etc., shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union.
- 22:07 It is agreed that the full U.I.C. rebate on premiums shall be retained by the City.
- 22:08 The City agrees to cover the payment of premiums for O.H.I.P. and Extended Health Care on the same level as at the time of retirement from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. It shall also exclude payment to any retired employee engaged in full time employment.

All employees upon retirement may revert to \$10,000 Group Life Insurance, 100% of the cost to be paid by the employee.

23:00 SICK LEAVE PROVISIONS

- 23:01 Sick Leave Defined: Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of accident for which compensation is not payable under the Workers' Compensation Act.
- 23:02 Upon completion of six months service, sick leave will be accumulated at the rate of one and one-half (1 1/2) days per month, retroactive to the date of commencement, up to a maximum of two hundred and fifty-five (255) working days.
- 23:03 A master record of each employee's sick leave, showing the accumulated credit and accredited debits shall be kept by the City and each employee may at reasonable times, check his current balance.
- 23:04 Recognized days off shall not be deducted from the accumulated sick leave.
- 23:05 No employee shall draw during their active service with the City accumulated sick leave benefits if their absence from work is not due to illness as supported by the approved certificate of a medical practitioner, if required by the respective Director.

The City shall pay up to sixty dollars (\$60) for the completion of the City medical form when requested by the employer. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

Notes to substantiate absences when an employee has been referred to the Attendance Management Program will not be reimbursed and is the responsibility of the employee.

- 23:06 An employee in receipt of WSIB payments for injuries or illness suffered during the course of employment, shall receive full salary and benefits during such period, provided that the difference between the amount of such compensation and their normal salary or wages is deducted from their unused sick leave credit and the payments shall cease when the credit is exhausted. All wage payments by the WSIB shall be deposited with the Employer.

An employee absent on Workers' Compensation shall receive a further payment, in addition to any W.S.I.B. payments that will provide a total payment to the Employee that will approximate but not exceed such Employee's net pay.

It is agreed that this amendment is subject to a review of the actual method of calculation and in the event both Parties agree to such calculation, the matter will be finalized by a letter of agreement.

- 23:07 Sick Leave without Pay: Sick leave without pay may be granted at the sole discretion of the City to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.
- 23:08 Sick leave shall not accumulate during any period of absence from work without pay of thirty (30) days or more, nor during any period for which sick leave is paid.
- 23:09 Sick leave will be used to cover any medical appointments exceeding appropriate length.

24:00 PENSIONS

- 24:01 The Council of the City of Sault Ste. Marie has set up a pension plan under the Ontario Municipal Employees Retirement System, which Plan includes employees of the City. The terms of the plan are covered in an agreement between the Council and the O.M.E.R.S., a copy of which will be supplied to each employee contributing to the plan.
- 24:02 The plan shall be made available to all permanent employees of the City and shall become part of this Agreement.

25:00 GENERAL CONDITIONS, PRESENT CONDITIONS AND BENEFITS

- 25:01 All rights, benefits, privileges, and working conditions which employees now enjoy, receive, or possess as employees of the City shall continue to be enjoyed and possessed insofar as they are consistent with this agreement but may be modified by mutual agreement between the City and the Union.

- 25:02 Proper Accommodation: Proper accommodation shall be provided for all employees of the City to have their meals and keep their clothes.
- 25:03 Employees who voluntarily perform duties other than their regular type of work are to receive the rate of pay normally paid such part time employees who are not classified within this agreement. This is to apply only when an employee performs such duties over and above his regular hours of employment.
- 25:04 The Parties hereby agree that there shall be no restriction on contracting out by the Corporation of their work or services of a kind and to a degree now performed by employees represented herein, provided however, that no employee who has completed three (3) years of continuous service will be laid off due to contracting out.
- 25:05 Employees may request, in advance, the examination of the Human Resources Department File of his/her record. The file shall be shown to the employee during regular working hours at a time mutually agreed upon by the Director of Human Resources or designate and the employee.

26:00 TOOLS, EQUIPMENT & CLOTHING

- 26:01 The City will provide all tools and equipment to carry out the work of the City, including rain coats, pants, rubber boots, and rubberized work gloves, for those engaged in work where such clothing is necessary.
- 26:02 The City will provide, where necessary, high-visibility, Class 2, Level 2 coveralls or jacket or shirt to a maximum of \$100 for all positions where required, as determined by management.

Employees working in the Forestry group, the following will be considered essential for City work only.

- 2 pairs of chainsaw pants per year
- 2 long sleeve shirts per year
- 1 winter parka every 2nd year
- 1 regular utility jacket or sweatshirt in alternate year of parka and every 2nd year

It is further understood and agreed that any damage not work related or that did not happen at work to city-provided PPE shall be replaced or repaired at the employee's expense.

26:03 All permanent and seasonal employees who were such on June 1st each year, will be provided an annual allowance two hundred and fifty dollars (\$250.00) for the purchase of one pair of C.S.A. approved safety footwear.

26:04 **MECHANIC TOOL ALLOWANCE**

Effective February 1, 2014 the Tool Allowance of two hundred and twenty-five dollars (\$225) to be paid to employees in the Mechanic Classification.

Tool allowance of two hundred twenty-five dollars (\$225.00) to be paid to repairperson at Cemetery to be paid each year for the life of the agreement.

27:00 **INCLEMENT WEATHER**

27:01 Inside work will be provided for all permanent and seasonal employees if it is not reasonable to work outside during wet, stormy, or extremely cold weather.

27:02 When it is necessary for employees to work in an emergency during such weather, the City will provide rubber coats, pants, boots and hats.

27:03 The City shall provide adequate sanitary facilities where possible, and provide means whereby the workers can change and dry their wet clothing.

28:00 **MEDICAL EXAMINATIONS**

Costs for medical examinations which are required by the Ministry of Transportation as a condition of maintaining a specialized class license shall be reimbursed to employees up to fifty (\$50.00) dollars, once for the life of the agreement, upon providing proof of medical and receipt.

29:00 WAGES

29:01 Each employee's job shall be described and classified, and a rate of pay applied to each employee.

29:02 Standard Hourly Wage Scale

For the term of this collective agreement the following standard hourly wage scale will be in effect for all jobs classified under Appendix "A" of this Agreement.

Job Class	Feb. 1, 2023	Feb. 1, 2024	Feb. 1, 2025	Feb. 1, 2026	Feb. 1, 2027
	+\$1.20	3.00%	3.00%	2.75%	3.75%
1	\$26.57	\$27.37	\$28.19	\$28.97	\$30.06
2	\$27.00	\$27.81	\$28.64	\$29.43	\$30.53
3	\$27.43	\$28.25	\$29.10	\$29.90	\$31.02
4	\$27.88	\$28.72	\$29.58	\$30.39	\$31.53
5	\$28.21	\$29.06	\$29.93	\$30.75	\$31.90
6	\$28.68	\$29.54	\$30.43	\$31.27	\$32.44
7	\$29.14	\$30.01	\$30.91	\$31.76	\$32.95
8	\$29.55	\$30.44	\$31.35	\$32.21	\$33.42
9	\$29.99	\$30.89	\$31.82	\$32.70	\$33.93
10	\$30.42	\$31.33	\$32.27	\$33.16	\$34.40
11	\$30.77	\$31.69	\$32.64	\$33.54	\$34.80
12	\$31.20	\$32.14	\$33.10	\$34.01	\$35.29
13	\$31.67	\$32.62	\$33.60	\$34.52	\$35.81
14	\$32.63	\$33.61	\$34.62	\$35.57	\$36.90
15	\$33.44	\$34.44	\$35.47	\$36.45	\$37.82

Facility Operator	Feb. 1, 2023	Feb. 1, 2024	Feb. 1, 2025	Feb. 1, 2026	Feb. 1, 2027
	+\$1.20	3.00%	3.00%	2.75%	3.75%
	\$33.08	\$34.07	\$35.09	\$36.05	\$37.40

Carpenter & Mechanic	Feb. 1, 2023	Feb. 1, 2024	Feb. 1, 2025	Feb. 1, 2026	Feb. 1, 2027
	+\$1.20	3.00%	3.00%	2.75%	3.75%
	\$34.89	\$35.94	\$37.02	\$38.04	\$39.47

29:03 STUDENTS

The Union will be notified of students hired to perform work under the Labourer classification identified in Appendix A.

Students shall be covered under the collective agreement solely for the purpose of collecting union dues.

30:00 TERM OF AGREEMENT

30:01 This Agreement shall continue in force and effect from February 1st, 2023 until January 31st, 2028. Either party to this Agreement may, not more than ninety (90) days, and not less than thirty (30) days prior to January 31st, 2028 present to the other party in writing proposed terms of a new or further Agreement and/or Amendments to this Agreement and a conference shall be held within fifteen (15) days at which time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement by January 31st, 2028, this Agreement and all its terms will continue in force until a new Agreement is executed.

30:02 Unless either party gives to the other party a written notice of termination or a desire to amend this Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

IN WITNESS WHEREOF the parties hereto have hereunto set their corporate seals by the hands of their proper officers in that behalf the day and year first above written.

SIGNED, SEALED AND DELIVERED

**THE CORPORATION OF THE CITY OF SAULT
STE. MARIE**

MAYOR

CITY CLERK

**LOCAL NO. 3, CANADIAN UNION OF PUBLIC
EMPLOYEES**



PRESIDENT







APPENDIX "A"

LIST OF THE JOBS COVERED BY THIS AGREEMENT:

<u>DIVISION AND JOB TITLE</u>	<u>JOB CLASS</u>
<u>Parks Division</u>	
Labourer	1
Gardener Trainee (6 months)	6
Utility Arborist Trainee	8
Operator	8
Maintenance Person	8
Gardener	9
Utility Arborist	14
Backhoe Operator	12
Carpenter ¹	
Carpenter/Cabinet Maker ¹	
Mechanic ¹	15
<u>Group Leader</u>	
- Springfield (seasonal)	10
- Grass cutting (seasonal)	
- Operations	10
- Maintenance	10
- Horticulture	11
- Forestry	15
<u>Cemetery Division</u>	
Labourer	1
Operator	8
Lead Hand	10
Backhoe Operator	12
Mechanical Repairperson	12
Mechanic ¹	15
* Group Leader	14

Employee assigned to operate the Cremator will be paid at Job class 8.

Community Centres Division

Janitor	1
Repairperson	9
Facility Operator (No assigned JC; see separate wage schedule)	
Facility Operator I Trainee Rate	8
Facility Operator II Trainee Rate	9

Please note: Asterisk denotes Group Leader positions, assigned additional supervisory responsibilities.

¹ Effective May 15, 2020 see separate wage schedule for Carpenters and Mechanics

LETTER #1

CLARIFICATION NOTES

RE: FACILITY OPERATOR RATES

Clarification Notes Regarding the Implementation of Facility Operator Trainee Rates.

- Facility Operator Trainee I – JC8

Will be required to successfully complete within twelve (12) months of hiring (1) Certified Pool Operator (CPO) Certificate and (2) Written Examinations of the Technical Safety & Standards Association (TSSA) for the Refrigerator Operator Class “B” Certificate.

Failure to obtain the above noted qualifications within twelve (12) months from the date of hire will result in termination of employment. Termination for failure to obtain the necessary qualifications within the twelve (12) month period will not be subject to the grievance procedure.

In the event the employee was unable to complete the above noted qualifications within the twelve (12) months following hiring due to circumstances beyond the employee’s control, the City reserves the right to extend the twelve (12) month limit in order for an employee to successfully acquire the above noted qualifications.

The Employer and the Union agree that if the course isn’t offered in twelve (12) months there will be an extension granted.

- Facility Operator Trainee II – JC9

Employee must possess the CPO and have successfully passed the written examinations for Refrigeration Operator Class B Certificate.

- Facility Operator

Employee possesses and is expected to maintain valid CPO Certificate and Refrigeration Operator Class B Certificate.

Failure to maintain the requisite qualifications shall result in disciplinary action up to and including discharge.

Transferred Parks Employees

In the event Parks personnel are required to be transferred to Facilities, the employees so transferred shall be assessed against the requirements of Facility Operator and will be paid JC 8, 9 or full Facility Operator rate accordingly.

This provision to be null and void should the parties agree to the transfer of Parks to the jurisdiction of the Local 3 PWT collective agreement.

AGREED TO THIS 31st DAY OF MARCH, 2023

FOR THE UNION

Marco Niro
Corey Gaudette
Robert Chartrand
Jennifer Migwans
Paul Edwards

FOR THE CITY

Ida Bruno
Nicole Ottolino
Travis Reid
Jason Mihiauliuk
Susan Hamilton Beach

LETTER #2

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

The parties agree to the following with respect to the Lock Operation:

1. It is understood that the Locks Operation shall be considered to be within the Community Centres Division.
2. Seniority shall be exercised only within the Community Centres Division.
3. With the exception as outlined in item #1 above, it is to be understood that the Lockmaster function will be incorporated into the Facility Operator Classification.
4. In view of the odd hours of operation of the Locks, the parties agree for all Facility Operators at the Locks operation:
 - a) Articles 16 (Hours of Work), 18 (Overtime), and 19 (Premiums) of the Collective Agreement are waived except that the Employer will pay the Sunday Premium per article 19:02
 - b) The parties agree that the hours of operation and therefore the worker's hours of work will be discussed with the employee one week prior to making changes to the schedule. The parties recognize that the normal work day would be a maximum of twelve (12) hours in a given day at regular hourly rate.

Coffee and lunch breaks will be paid and are to be taken on the job.
 - c) The normal work-week shall be Sunday to Saturday.

- d) Hours of work will be an average of forty (40) hours per week over a one hundred and sixty (160) hour cycle.

AGREED TO THIS 31st DAY OF MARCH, 2023

FOR THE UNION

Marco Niro
Corey Gaudette
Robert Chartrand
Jennifer Migwans
Paul Edwards

FOR THE CITY

Ida Bruno
Nicole Ottolino
Travis Reid
Jason Mihiauliuk
Susan Hamilton Beach

LETTER #3

Letter of Understanding

Between

The Corporation of the City of Sault Ste. Marie (Employer)

and

CUPE Local 3 – CSD (Union)

Currently, the Parks Group Leader is a Job Class 10. They lead the work of the Operators (JC 8). However, Backhoe Operator is a Job Class 12. The Backhoe Operator was added in to the normal wage grid as a Job Class 12 (this took effect for the 2019 – 2023 term). When someone is Backhoe Operator, they are now at a higher JC than the Group Leader. This was contemplated for Cemetery as Appendix A includes an asterisk * next to its Job Class 14 Group Leader. The Group Leader at Parks should be leading the work at a higher Job Class when someone is in the Backhoe Operator position.

Whereas when an employee is operating a Backhoe, that Work Group Leader will be paid a Job Class 14;

Whereas the Group Leader would only receive the JC 14 Group Leader for the same period of time that an Operator is working in the Backhoe Operator JC 12 position;

Whereas the employee in Parks Division will be identified and will be reflected on the timesheet as Work Group Leader;

The parties agree on a without prejudice or precedent basis to the following:

1. Effective Sunday October 17, 2021 the Job Class 14 will be available for the Parks Division Work Group Leader;
2. Work Group Leaders will be assigned in accordance with seniority for those who have applied to the internal posting;
3. This is for Park Operations, Maintenance & Horticulture Division only.

AGREED TO THIS 31st DAY OF MARCH, 2023

FOR THE UNION

Marco Niro
Corey Gaudette
Robert Chartrand
Jennifer Migwans
Paul Edwards

FOR THE CITY

Ida Bruno
Nicole Ottolino
Travis Reid
Jason Mihiauliuk
Susan Hamilton Beach

LETTER #4

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

ARENAS AND POOLS

The City has the right to open and manage its facilities and determine staffing as may be required to meet operational demands. It is understood an Operator will be on duty at a scheduled program or event in the facility.

AGREED TO THIS 31st DAY OF MARCH, 2023

FOR THE UNION

Marco Niro
Corey Gaudette
Robert Chartrand
Jennifer Migwans
Paul Edwards

FOR THE CITY

Ida Bruno
Nicole Ottolino
Travis Reid
Jason Mihiauliuk
Susan Hamilton Beach

LETTER #5

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

DUTY TO ACCOMMODATE

The Return to Work Coordinator or designate will request the attendance of a Union Representative* at a meeting required for the accommodation of an employee with:

- (a) a permanent disability or
- (b) a temporary disability known at the outset to be for a duration greater than thirty (30) days.

- *The Union shall designate the representative(s) to deal with disability related matters. Unavailability or non-attendance of the designated Union representative at meetings arranged by the Return to Work Coordinator or designate shall not delay the accommodation process.
- *Either party may request a re-scheduling of a meeting with notice to the other party within five (5) days of such meeting being scheduled.
- Both parties recognize the benefits of early and safe return to work and the parties endeavour to schedule meetings to deal with such matters as promptly as possible.

The Union can propose alternative accommodations including entry level positions.

It is understood the employee and union will be provided with a reasonable amount of time to consider and respond to a proposed permanent disability accommodation.

The Return to Work Coordinator or designate will arrange quarterly meetings with the designated Union Representative to review accommodation activity.

AGREED TO THIS 31st DAY OF MARCH, 2023

FOR THE UNION

Marco Niro
Corey Gaudette
Robert Chartrand
Jennifer Migwans
Paul Edwards

FOR THE CITY

Ida Bruno
Nicole Ottolino
Travis Reid
Jason Mihiauliuk
Susan Hamilton Beach

LETTER #6

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

CONSOLIDATION OF THE LOCAL 3 CSD COLLECTIVE AGREEMENT

Whereas the parties agree that it is beneficial to consolidate the Local 3 Community Services Collective Agreement in whole or in part into the Local 3 Public Works and Transportation Collective Agreement the parties agree to form a Committee consisting of Union representatives from Local 3 CSD (3 representatives - one (1) from each of Cemeteries, Parks and Facilities), Local 3 PWT (3 representatives) and representatives of the City for this purpose.

The parties will meet to discuss the possibility of the movement of the Facilities, Parks and Cemeteries Divisions from the CSD agreement into the jurisdiction of the Local 3 PWT collective agreement.

AGREED TO THIS 31st DAY OF MARCH, 2023

FOR THE UNION

Marco Niro
Corey Gaudette
Robert Chartrand
Jennifer Migwans
Paul Edwards

FOR THE CITY

Ida Bruno
Nicole Ottolino
Travis Reid
Jason Mihiauliuk
Susan Hamilton Beach

LETTER #7

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.PE. – C.S.D.

The City agrees to maintain the wages of an employee on Paid Approved Union Leave subject to the following conditions:

The Union has confirmed that it will provide WSIB coverage for members on Leave for Union Business. The Union shall provide to the City initially and at any time upon request thereafter its WSIB Clearance Certificate to verify it has such valid coverage. The Union shall also provide to the City its WSIB account number. It is the responsibility of the Union to maintain such coverage. Failure of the Union to maintain such coverage shall make this agreement null and void. The City will not be responsible for WSIB coverage when an employee is on such leave.

The agreement shall state that the Union will promptly reimburse the City within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The City will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave – P.A.U.L.) on the employee's pay stub and the City shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, City OMERS share, City share of CPP and City share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the City the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the

period of absence plus a Sick Leave reimbursement amount of 1.5 day's pay for each twenty (20) working days absence.

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one and one-half (1-1/2) hour at the CUPE 67 Civic JC 10 Level 4 rate for the preparation of such invoice.

The City shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to the one (1) identified address.

Requests for Leave for Union Business approved by a representative of the Union shall be on a form provided by the City for approval by the respective Director and distributed to Accounting Division with a copy to the Human Resources Department.

The commencement date of this process shall be on the first of a month as soon as practicable following ratification of the Memorandum of Settlement by the parties.

AGREED TO THIS 17th DAY OF MAY, 2023

FOR THE UNION

Marco Niro
Corey Gaudette
Robert Chartrand
Jennifer Migwans
Paul Edwards

FOR THE CITY

Ida Bruno
Nicole Ottolino
Jason Mihiauliuk
Susan Hamilton Beach
Larry Girardi

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-87

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 26 Queen Street East (Priority Home Group Inc. c/o Mehdi Arfaei).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **26 QUEEN STREET EAST; LOCATED ON THE NORTH SIDE OF QUEEN STREET EAST. APPROXIMATELY 67M EAST OF THE INTERSECTION OF QUEEN AND GORE STREET; CHANGE FROM C2 ZONE TO C2.S ZONE WITH A “SPECIAL EXCEPTION”**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 17/1-28 of Schedule “A” to By-law 2005-150, is changed from C2 (Central Commercial) zone to C2.S (Central Commercial) zone with a “Special Exception”.

2. **BY-LAW 2005-151 AMENDED**

By-law 2005-151 is amended by adding section (438) and heading as follows:

“(438) – 26 Queen Street East

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the north side of Queen Street East approximately 67m east of the intersection of Queen and Gore Street and having civic no. 26 Queen Street East and outlined and marked “Subject Property” on the map attached as Schedule 438 hereto is changed from C2 (Central Commercial) zone to C2.S (Central Commercial) zone with a “Special Exception” to, in addition to those uses permitted in a C2 zone;

Permit a rooming house, subject to the following special provision:

Allow residential dwellings and rooming units to be located on the ground floor of the existing building, but not directly fronting onto Queen Street East.”

3. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

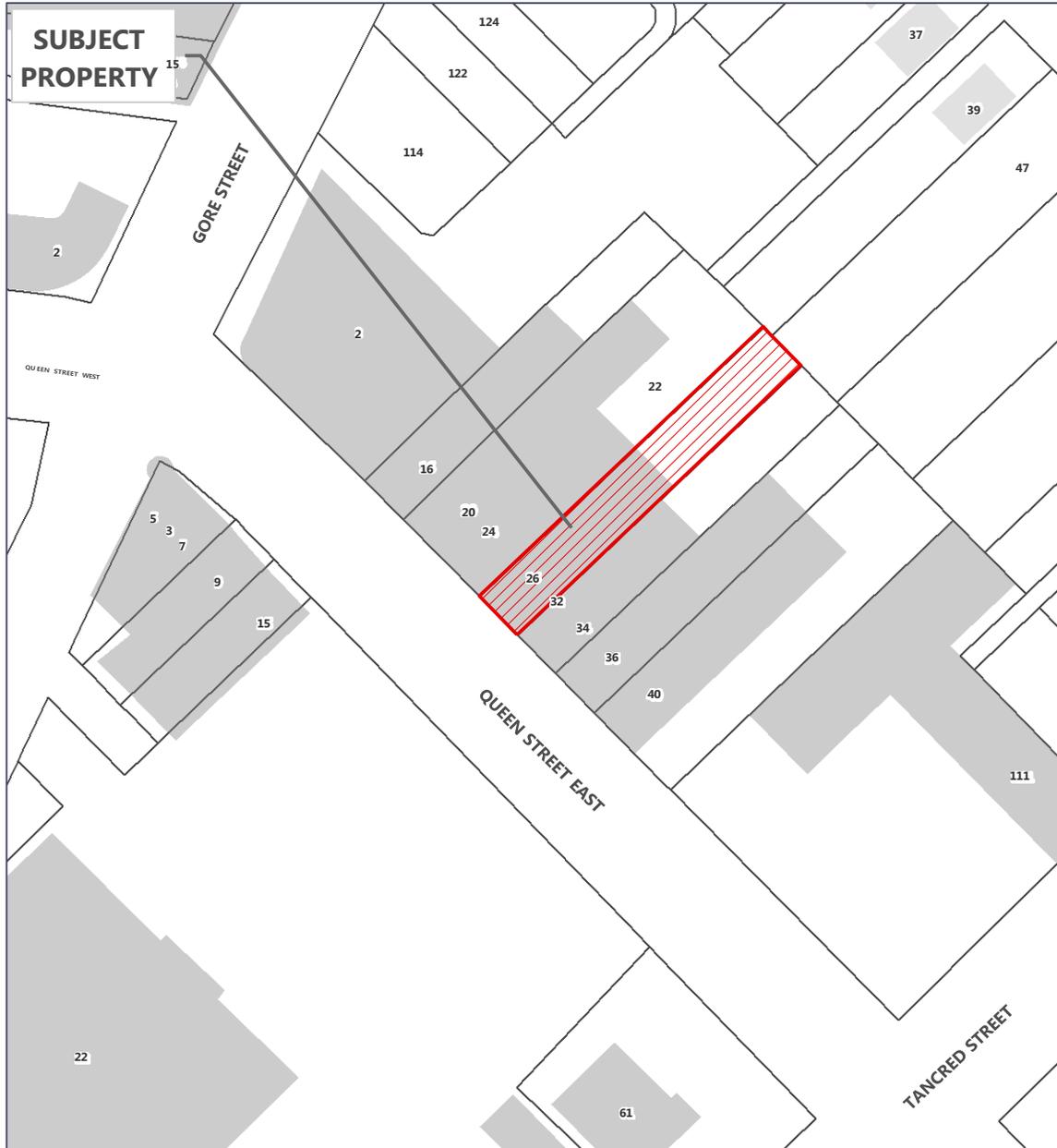
PASSED in Open Council this 3rd day of June, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

co \\Citydata\Legaldept\Legal\Staff\LEGAL\ZONING\3. 2024\Queen Street East, 26\2024-87 (Z) 26 Queen Street East.Docx

SCHEDULE "A" TO BY-LAW 2024-87 AND
SCHEDULE 438 TO BY-LAW 2005-151



Application A-6-24-Z: Subject Property		Property Information
 <p>SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstmarie.ca 705-759-5368 planning@cityssm.on.ca</p>	<p>Legal Department Reference Schedule "A"</p>	<p>Civic Address: 26 Queen Street East Roll No.: 040021113000000 Map No.: 17/1-28 Date Created: April 4, 2024</p>
	<p><input checked="" type="checkbox"/> Subject Property: 26 Queen Street <input type="checkbox"/> East Parcel Fabric</p>	<p>0 8.5 17 m 1:800 This map is for general reference only.</p> 

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2024-88

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 252 to the Official Plan for the City of Sault Ste. Marie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 17 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 252 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 3rd day of June, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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**AMENDMENT NO. 252
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to the Text of the Official Plan as it relates to the Physical Development – Built Environment section of the Plan as well as a map change to Schedule ‘C’ – Land Use.

LOCATION

This is a text amendment and a map change that applies to several large congruent areas within the Urban Settlement Area of the City of Sault Ste. Marie.

BASIS

This Amendment is necessary to define the Strategic Development Areas (SDAs) as the focus areas for accommodating intensification and higher-density mixed uses in a more compact urban form, through various means. Intensification opportunities include the development of vacant or underutilized lots, infill, redevelopment, and the expansion or conversion of existing buildings.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

The Official Plan for the City of Sault Ste. Marie is hereby amended by:

A map change to Official Plan Schedule ‘C’ – Land Use to define the boundaries of the Strategic Development Areas.

The addition of a new goal under Part VI – Physical Development – Built Environment, Introduction stating:

“To encourage residential intensification in the Strategic Development Areas of the City where transportation, community facilities, services, and amenities are readily available.”

Repealing section 2.3 Land Use, Urban Growth & Settlement, and replacing with the following:

Urban Growth & Settlement

The community settlement area is delineated by the urban land use designations on Schedule "C", excluding the Rural designation.

The City is expected to experience slow to moderate growth between 2018 and 2036 primarily as a result of in-migration. Migrants will be required to replace the last of the retiring baby boomers in the workforce and many baby boomers will remain in the city and will require local services.

Future residential growth within the City can be accommodated within the existing settlement area, through development, redevelopment, and intensification.

Strategic Development Areas

Strategic Development Areas (SDAs) are areas within the Urban Settlement Area that will accommodate a significant portion of the City's growth through intensification. Intensification is the development of a property, site, or area at a higher density than currently exists, through redevelopment, the development of vacant or underutilized lots, infill, and the expansion or conversion of existing buildings. Intensification is essential to completing our neighbourhoods, making the most efficient use of land, resources, infrastructure and public service facilities, minimizing negative impacts on air quality and climate change, promoting energy efficiency and supporting public transit, active transportation and the efficient movement of goods.

The City's SDAs comprise the first settlement area of the City (including Downtown) and areas within a safe-walkable distance to an array of services and amenities such as retail clusters, grocery stores, community centres, schools, and parks. SDAs are delineated on Schedule "C" and include the "Strategic Development Areas - First Neighbourhoods" and "Strategic Development Areas – Other":

Strategic Development Areas - First Neighbourhoods

The First Neighbourhoods are the initial major settlement areas within the City, including the Downtown. This area contains a large employment concentration and is the location of the highest density office developments. The First Neighbourhoods should be the primary focus of intensification and revitalization activities, thereby helping the area continue to become a vibrant, resilient and diverse mixed-use residential community that provides a range of housing options for all residents. Residential development in the First Neighbourhoods also stimulates increased investment, business activity, and downtown revitalization.

Strategic Development Areas - Other

The other identified SDAs are those that have significant development potential to become mixed-use neighbourhoods with pedestrian-friendly access to a variety of services, amenities, and housing within a safe walkable distance. Other SDAs are typically centred around arterial roads and have good access to public transportation. They are located strategically across the Urban Settlement Area to provide a major mixed-use destination to larger residential or business catchment areas. They may also be centered around Large Scale Activity Hubs that generate significant activity and employment.

Policies

With respect to Strategic Development Areas, it shall be a policy of the City to:

- SD.1 Encourage a complete mix of land uses with an emphasis on filling land use gaps and creating complete neighbourhoods that can meet a variety of needs, such as living, working, education, shopping, and recreational opportunities.
- SD.2 Promote transit and pedestrian supportive development and a range of housing options through intensification, redevelopment and infill development, subject to compatibility with the existing and planned character of the area and the suitability of existing and planned infrastructure and services.

SD.3 Encourage additional residential growth and development through various means including, but not limited to, financial incentives and reduced development standards.

SD.4 Encourage the expansion of Strategic Development Areas by:

a) Improving connectivity and active transportation networks within the Strategic Development Areas and adjacent neighbourhoods. (e.g., footpaths, sidewalks, bicycle networks, and pedestrian crossings).

b) Promoting the establishment of Neighbourhood Commercial in areas that contain medium to high density residential but few local convenience and neighbourhood commercial uses within a safe-walkable distance. These include, but are not limited to:

- Dacey Road from Trunk Road to Hardwood Street
- The Goulais Avenue / Second Line West Area
- Second Line West between Farwell Terrace and Peoples Road
- Near Algoma University

Subject Property:

- Location: Several large congruent areas within the Urban Settlement Area.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-89

PROPERTY SALE: A by-law to declare the City owned property legally described as PT PIN 31609-0384 (LT) PART SECTION 34 KORAH PARTS 1-3, 9, 16, 20 & 21 PLAN 1R10744 EXCEPT PART 1 PLAN 1R10935, PART 1 PLAN 1R11773, PARTS 2 & 3 PLAN 1R13242, PART 1 PLAN 1R13366 & PART 1 PLAN 1R13469; SUBJECT TO AN EASEMENT AS IN LT127571; SUBJECT TO AN EASEMENT AS IN LT89277; CITY OF SAULT STE. MARIE being property on Yates Avenue as surplus to the City's needs and to authorize the disposition of the said property to Torque-Fab Inc. (David Fleury) or as otherwise directed.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to Torque-Fab Inc. or as otherwise directed at the consideration shown in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

5. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 3rd day of June, 2024.

MAYOR – MATTHEW SHOEMAKER

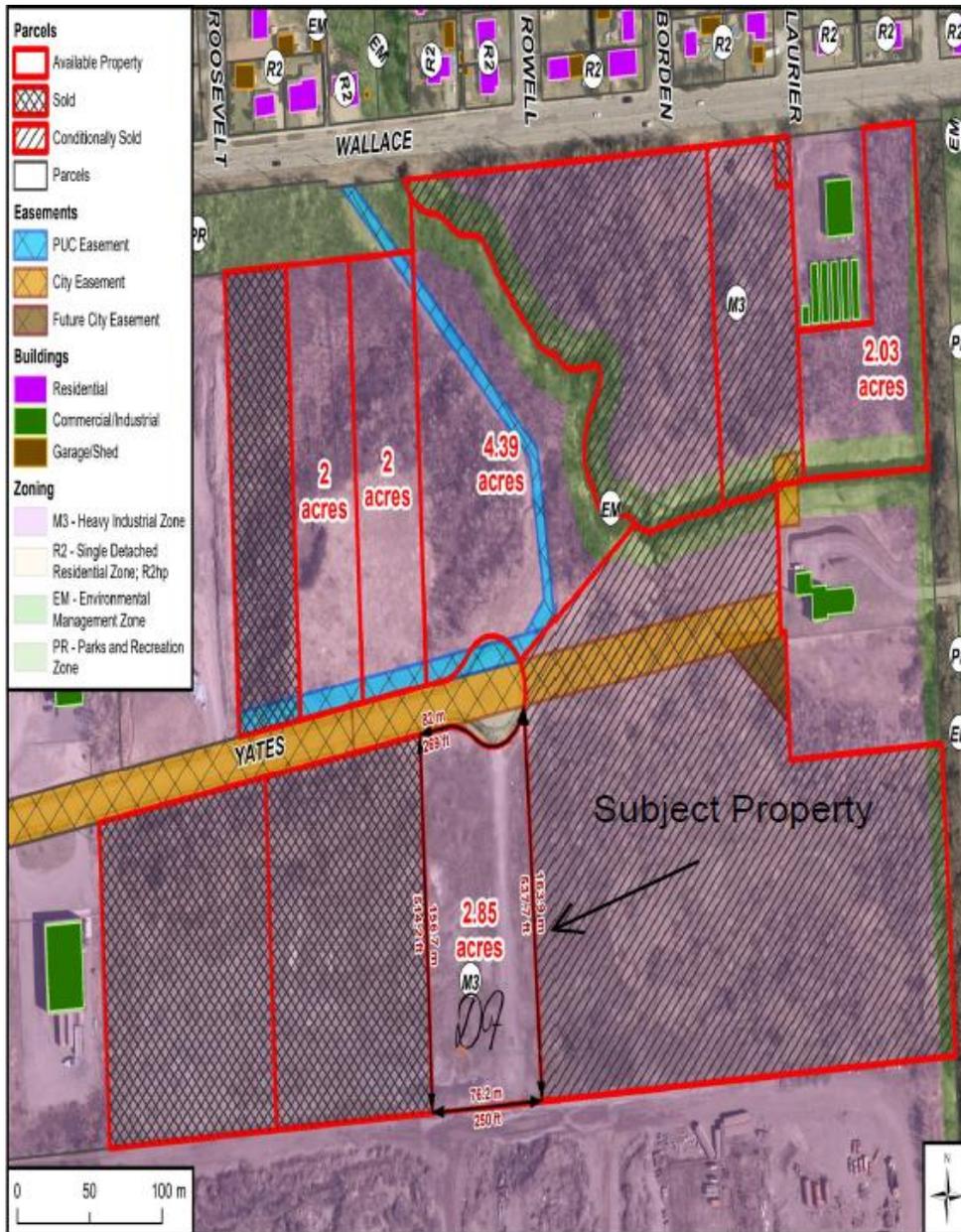
CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2024-89

PURCHASER: Torque-Fab Inc.

LEGAL DESCRIPTION: Part PIN: 31609-0384 (LT) PART SECTION 34 KORAH PARTS 1-3, 9, 16, 20 & 21 PLAN 1R10744 EXCEPT PART 1 PLAN 1R10935, PART 1 PLAN 1R11773, PARTS 2 & 3 PLAN 1R13242, PART 1 PLAN 1R13366 & PART 1 PLAN 1R13469; SUBJECT TO AN EASEMENT AS IN LT127571; SUBJECT TO AN EASEMENT AS IN LT89277; CITY OF SAULT STE. MARIE

CONSIDERATION: ONE HUNDRED AND FORTY TWO THOUSAND FIVE HUNDRED (\$142,500.00) DOLLARS



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-90

REGULATIONS: A by-law to exempt and facilitate work under the South Market area storm sewer rehabilitation (Contract 2023-11E), tentatively scheduled June 17, 2024 in the area of Boundary Road from South Market Street to Eastern Avenue from the Noise Control By-law 80-200 for the duration of the construction season of 2024 for the City of Sault Ste. Marie.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

1. **EXEMPTION FROM NOISE CONTROL BY-LAW**

Despite the provisions of By-law 80-200 the noise associated with the work under the South Market area storm sewer rehabilitation (Contract 2023-11E), tentatively scheduled June 17, 2024 in the area of Boundary Road from South Market Street to Eastern Avenue from the Noise Control By-law 80-200 for the duration of the construction season of 2024 for the City of Sault Ste. Marie, is deemed not to be in violation of By-law 80-200.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 3rd day of June, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-93

PART LOT CONTROL: A by-law to further amend By-law 2013-95 to extend the time period specified for the expiration of the by-law as provided in Section 4 of By-law 2013-95 so as to continue to designate Lots 1 to 24 inclusive, Plan 1M589 in the Fox Run Subdivision, Phase I, Sault Ste. Marie as an area not subject to part lot control.

WHEREAS section 50(5) of the *Planning Act*, R.S.O. 1990, c.P.13 and amendments thereto imposes part lot control on land in the municipality within any plan of subdivision registered before or after the coming into force of section 50;

AND WHEREAS section 50(7) of the said *Planning Act* allows the municipality in question to pass a by-law providing that section 50(5) does not apply to land that is within such registered plan of subdivision or part or parts thereof as is or are designated in such by-law;

AND WHEREAS on or about May 27, 2013, City Council passed By-law 2013-95 which exempted the lands described on Schedule "A" to this by-law from the provisions of section 50(5) of the *Planning Act*;

AND WHEREAS pursuant to section 4 of By-law 2013-95, By-law 2013-95 shall expire at the expiration of six (6) years from the date that the aforesaid By-law became effective, specifically expiring June 21, 2019;

AND WHEREAS, pursuant to Section 50(7.4) of the *Planning Act*, City Council may at any time before the expiration of a by-law under Section 50(7) of the *Planning Act*, amend the by-law to extend the time period specified for the expiration of the by-law;

AND WHEREAS, on or about June 3, 2019, City Council passed By-law 2019-126, pursuant to Section 50(7.4) of the *Planning Act*, which extended the time period specified for the expiration of the By-law 2013-95 from six (6) years from the date of By-law 2013-95 becomes effective, being June 21, 2019, to now expiring on June 21, 2024;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **SECTION 4 OF BY-LAW 2013-95 FURTHER AMENDED**

Pursuant to Section 50(7.4) of the *Planning Act*, Section 4 of By-law 2013-95 is hereby further amended to extend the time period specified for the expiration of By-law 2013-95 from June 21, 2024, given the original expiry date was amended by By-law No. 2019-126, to now expiring on June 30, 2026.

2. **SCHEDULE “A”**

Schedule “A” attached hereto forms part of this by-law. Pursuant to Section 1 of By-law 2013-95, as amended by Section 1 of the within By-law, the lands hereinafter described on Schedule “A” to this by-law remain designated as not being subject to the provisions of Section 50(5) of the *Planning Act* until such time as the within By-law expires on June 30, 2026.

3. **EFFECTIVE DATE**

This by-law shall not become effective until a certified copy of this by-law is registered in the Land Registry Office pursuant to section 50(28) of the *Planning Act*.

PASSED in open Council this 3rd day of June, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2024-93

31511-0283	LOT 1, PLAN 1M589
31511-0284	LOT 2, PLAN 1M589
31511-0285	LOT 3, PLAN 1M589
31511-0286	LOT 4, PLAN 1M589 (as per By-law 2021-180)
31511-0287	LOT 5, PLAN 1M589
31511-0288	LOT 6, PLAN 1M589
31511-0289	LOT 7, PLAN 1M589
31511-0290	LOT 8, PLAN 1M589
31511-0291	LOT 9, PLAN 1M589
31511-0292	LOT 10, PLAN 1M589
31511-0293	LOT 11, PLAN 1M589
31511-0294	LOT 12, PLAN 1M589
31511-0295	LOT 13, PLAN 1M589 (as per By-law 2021-180)
31511-0296	LOT 14, PLAN 1M589
31511-0297	LOT 15, PLAN 1M589
31511-0298	LOT 16, PLAN 1M589
31511-0299	LOT 17, PLAN 1M589
31511-0300	LOT 18, PLAN 1M589
31511-0301	LOT 19, PLAN 1M589
31511-0302	LOT 20, PLAN 1M589
31511-0303	LOT 21, PLAN 1M589
31511-0304	LOT 22, PLAN 1M589
31511-0305	LOT 23, PLAN 1M589
31511-0306	LOT 24, PLAN 1M589

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2024-94

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 253 to the Official Plan for the City of Sault Ste. Marie (Claudia Daniels 267 Cathcart Street).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 17 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 253 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 3rd day of June, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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**AMENDMENT NO. 253 (T-167)
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to the Map (Schedule C) and Text of the Official Plan as it relates to the Commercial Policies of the Plan.

LOCATION

PLAN 12983 LOTS 77 TO 81 AND PT LOT 82 RP 1R13095 PART 2, having Civic Address 267 Cathcart Street, Sault Ste. Marie, ON, located on the south side of Cathcart Street, approximately 62 meters west of John Street.

BASIS

This Amendment is necessary in view of a request to re-designate the subject property from Residential to Commercial on Land Use Schedule 'C' and to an additional 650m² of office space on the subject property.

The proposal does not conform to the existing policy C.4 of the official plan.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Land Use Schedule C of the Sault Ste. Marie Official Plan hereby amended by re-designating the subject property from Residential to Commercial and;

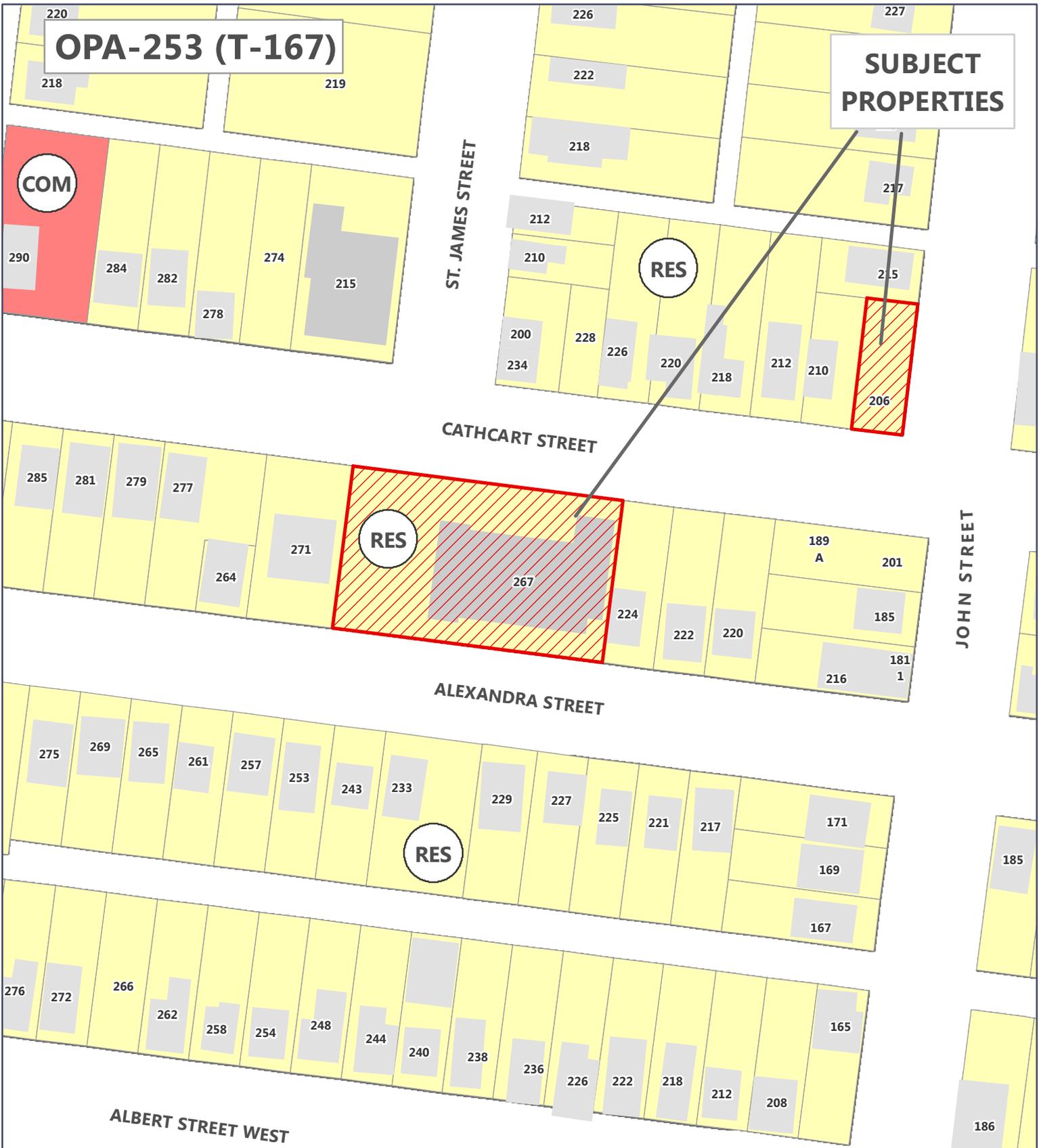
The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

“Special Exceptions”

167. Notwithstanding the Commercial policies of the Official Plan, the property described as PLAN 12983 LOTS 77 TO 81 AND PT LOT 82 RP 1R13095 PART 2, having Civic Address 267 Cathcart Street may be occupied by an additional 650m² of office space.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OPA-253 (T-167)

SUBJECT PROPERTIES

COM

RES

RES

RES

Application A-7-24-Z.OP: Official Plan Land Use

Property Information



Planning and Enterprise Services

Community Development and Enterprise Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
 saultstearie.ca | 705-759-5368 | planning@cityssm.on.ca

- Subject Properties: 206 Cathcart St. & 267 Cathcart St.
- Parcel Fabric
- Residential
- Commercial
- Institutional
- Parks Recreation
- Industrial
- Rural Area

Civic Add.: 267 Cathcart St & 206 Cathcart St.
 Roll No.: 040026039000000 & 040028028000000
 Map No.: 16/1-27 & 40/1-46
 Date Created: April 19, 2024



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-95

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 267 Cathcart Street.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **267 CATHCART; LOCATED ON THE SOUTH SIDE OF CATHCART STREET APPROXIMATELY 62M WEST OF ITS INTERSECTION WITH JOHN STREET; CHANGE FROM R3.S365 TO CT2.S365 WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 16/1-27 of Schedule "A" to By-law 2005-150, is changed from from R3.S365 (Low Density Residential) zone to CT2.S365 (Commercial Transitional) zone with an amended "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following heading and subsection as follows:

"2(365) – 267 CATHCART STREET

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the south side of Cathcart Street, approximately 62m west of the Cathcart Street and John Street intersection and having civic no. 267 Cathcart Street and outlined and marked "Subject Property" on the map attached as Schedule 365 hereto is changed from R3.S365 (Low Density Residential) zone to CT2.S365 (Commercial Transitional) zone with a "Special Exception".

And further by: Deleting paragraph 1 and 2; and

Deleting paragraph 4 and replacing it with the following paragraph 4:

4. That the required parking spaces be 22 spaces."

3. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 253.

PASSED in Open Council this 3rd day of June, 2024

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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SCHEDULE "A" TO BY-LAW 2024-95 AND
SCHEDULE 365 TO BY-LAW 2005-151



Application A-7-24-Z.OP: Subject Properties		Property Information
<p>SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca</p>	<p>Legal Department Reference Schedule "A"</p> <p><input checked="" type="checkbox"/> Subject Properties: 206 Cathcart St. & 267 Cathcart St. <input type="checkbox"/> Parcel Fabric</p>	<p>Civic Add: 267 Cathcart St & 206 Cathcart St. Roll No.: 04002603900000 & 04002802800000 Map No.: 38/1-22 & 40/1-46 Date Created: April 19, 2024</p>
	<p>0 10 20 m 1:1,000 This map is for general reference only.</p>	