

To:	Warden Hicks and Members of Grey County Council
Committee Date:	April 25, 2019
Subject / Report No:	HRR-CW-04-19
Title:	Memorandum of Settlement – Grey Gables
Prepared by:	Grant McLevy
Reviewed by:	Randy Scherzer
Lower Tier(s) Affected:	N/A
Status:	Recommendation adopted by Committee as presented as per Resolution CW101-19;

Recommendation

1. That Report HRR-CW-04-19 regarding the Grey Gables Memorandum of Settlement be received, and the Collective Agreement between the County of Grey and OPSEU Local 266 Grey Gables be ratified.

Executive Summary

The Collective Agreement between the County of Grey and OPSEU Local 266, representing Grey Gables staff, expired on December 31, 2017.

In early 2018, negotiations were entered into with the OPSEU Local 266 bargaining team and County staff in order to exchange proposals for the renewal of their agreement. The first day of negotiations began on February 5, 2018 and concluded with a conciliation meeting and tentative agreement being signed on April 3, 2019.

The offer to settle includes a 1.61% wage increase on January 1, 2018, 1.61% wage increase on January 1, 2019, and a 1.61% wage increase on January 1, 2020.

Background and Discussion

It is recognized that an effective and equal partnership between the County of Grey and its labour unions is essential in achieving Grey County's vision to become a high performance municipal government. An integral part of this effort is the involvement of County Council in preparing for and setting a total compensation mandate for collective agreement negotiations, in order to remain competitive in the delivery of effective and efficient services.

In order to achieve the above, management is authorized by County Council to negotiate changes to existing contract language in collective bargaining agreements and/or negotiate new provisions in

collective bargaining agreements that support this effort, closely tied to Council's mandate. Such negotiations may include, but will not be limited to, the redesign of existing pay grades, employee benefits and working conditions.

As the majority of County employees' are governed by some form of Interest Arbitration legislation, and are able to apply for arbitration at any time during collective agreement negotiations, it is prudent for the County to research and develop compensation strategies that are seen as fact based, accountable, affordable and responsible.

Accordingly, in 2015 Council approved a COLA formula as outlined in report HRR-CS-11-15, aimed at providing management with additional formality and structure in the calculation of wage increases, which has been used in the development of the 2018 budget for the purpose of anticipating unionized wage increases. This formula arrived at a COLA increase of 1.63% for unionized wage settlements for 2016, 2017 and 2018. This percentage was later reduced to 1.61% by Council in 2016.

As always, this COLA percentage increase will be subject to the ability to pay, the County's ability to negotiate this compensation increase with the unions, and, if necessary, defend this compensation mandate at arbitration.

During this set of meetings management negotiated language in the agreement aimed at improving our ability to schedule staff, reducing our costs for sick days and vacation accruals, as well as introducing language putting a cap on top-up payments for maternity leave. However, there was no agreement on the financial aspects of the agreement and OPSEU subsequently made application to the Ministry of Labour (MOL) for a Conciliator to be scheduled, in order to assist both groups working towards an agreement.

A Conciliation Officer was assigned and a meeting held on September 17, 2018. After further talks on April 3, 2019, a tentative agreement was reached for the terms of the new Collective Agreement, with duration of three (3) years from January 1, 2018 to December 31, 2020.

Legal and Legislated Requirements

Labour Relations Act 1995

Financial and Resource Implications

The tentative agreement reached provides for an increase in wages of 1.61%, each year over three (3) years, as well as an increase from 7 to 10 cents for a Uniform allowance, and a change in Orthotic benefits. These changes are retroactive to January 1, 2018 and the annual costs associated with these improvements are approximately \$48,989 for wages, \$2,950 for the uniform allowance and \$514 for the orthotic benefits.

The wage increase has been accrued in the 2018 budget, and approved in the 2019 budget. It is aligned with both freely negotiated settlements, as well as arbitrated awards for unionized employees within the past twelve (12) months. These outcomes align with labour relations plans to create and maintain open and honest communications with all employee groups, while maintaining budget parameters in an effort to control costs.

Relevant Consultation

Internal (CAO, Director of Corporate Services)

External (Ministry of Labour)

Appendices and Attachments

Memorandum of Settlement (OPSEU – Grey Gables)

- Memorandum of Settlement - signed April 3, 2019
- Agreed to Items – signed February 6, 2018

Memorandum of Settlement
Between
County of Grey – Grey Gables Long Term Care
and
Ontario Public Service Employees Union
on behalf of its Local 266

1. The parties hereto agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties agree, to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties further agree that the collective agreement shall incorporate all the terms of the previous collective agreement which expired on **December 31, 2017**, together with the following amendments:
 - a. All matters settled and agreed to by the parties – signed on February 6, 2018
 - b. All matters settled and agreed to by the parties attached as Appendix A.
4. The parties further agree that the amendments to the collective agreement shall be effective on the date of ratification, except as provided otherwise in these terms of settlement.

Signed at Owen Sound this 3rd day April, 2019.

For The Union:

Shelly Rebluske
Donna Chaplin
Verona Talbot
Val-Howard
R. [Signature]

For The Employer:

[Signature]
[Signature]

Appendix A – Grey Gables and OPSEU – Agreed to Issues

TERM

January 1, 2018 to December 31, 2020

WAGES

January 1, 2018	1.61%
January 1, 2019	1.61%
January 1, 2020	1.61%

UNIFORMS

Effective January 1, 2019 uniform allowance increase to from 7 cents to 10 cents.

PARENTAL SUB-TOP UP

Insert the following new language:

Where an employee elects to receive Parental Leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Standards Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive Parental Leave benefits pursuant to Section 12(3)(b)(i) of the Employment Standards Act.

Article 13 – Paid Holidays

13.07 AMENDED Language

Employees shall be scheduled to work either Christmas or New Years'. Time off shall consist of at least three (3) consecutive days off work. An employee may be scheduled to work on Christmas Day and Boxing Day of one year, or New Years' day of the next year but not on both of these holiday periods, unless the employee consents. The Employer shall not be required to pay overtime or call-in to accommodate employees under this provision.

In order to accommodate time off during the Christmas/New Years' period, the parties agree that the master schedule may be altered during the **pay periods that include** Christmas and New Years' ~~two week period~~, and the Employer will schedule statutory holidays on the days the employee would have otherwise worked, in order to facilitate the three consecutive days off **falling between Dec 24 and Jan 2**. ~~The Employee shall indicate preferences for days off by October 15th and preferences shall be considered by seniority. The schedule covering these holidays shall be posted by November 1st.~~

Article 14 – Vacations

14.01 AMENDED Language

Full-Time

Full time employees shall be entitled to vacations with pay according to the following schedule, which shall be posted quarterly per year.

<u>Length of Service</u>	<u>Time Off</u>	<u>Vacation Pay</u>
Less than 1 year	4% of gross earnings	
1 year but less than 3 years	2 weeks	2 weeks pay
3 years but less than 7 years	3 weeks	3 weeks pay
7 years but less than 15 years	4 weeks	4 weeks pay
15 years but less than 25 years	5 weeks	5 weeks pay
25 years or more	6 weeks	6 weeks pay

A part-time employee who has changed to a full-time position shall not be entitled to any paid vacation days until after having reached their next anniversary date. Vacation days with pay shall be pro-rated based on time worked in full-time capacity. Additional time off without pay may be granted by the departmental Supervisor.

ADD If a full-time employee works or received paid leave for less than 80% of their master scheduled line in the vacation year, she or he will receive vacation pay based on a percentage of her or his gross earnings on the following basis.

2 week entitlement	4%
3 week entitlement	6%
4 week entitlement	8%
5 week entitlement	10%
6 week entitlement	12%

Employer language: For PT vacation time off entitlement, one week should equal the prior year's hours worked divided by 52.

14.08 NEW Language

The Employer recognizes that an employee may request to take individual days from vacation entitlement or statutory holiday banks. Such a request shall be submitted ~~seventy-two (72)~~ ninety-six (96) hours in advance of the requested day.

ARTICLE 17 – HEALTH AND WELFARE

Effective June 1, 2019, change orthotic coverage to match the coverage at Lee Manor (\$450/3 years).

LETTERS OF UNDERSTANDING

- Staff Working Two Classifications – **RENEW with Changes** (see attached)
- Weekend Shifts – **NEW** – see below

LETTER OF UNDERSTANDING

Between

OPSEU Local 266 and THE COUNTY OF GREY (Operating as GREY GABLES)

re:

Weekend Shifts

The parties agree to a trial when full-time employees are called into work **(in accordance with the call-in process in the collective agreement)** on their weekend off, the following principles will apply.

1. The trial period will be for a period of six (6) months.
 2. The trial period will apply only to the Personal Support Worker (PSW) classification.
 3. If a full-time employee accepts a shift(s) on their weekend off, the employee has the option of:
 - i) Receive pay (overtime if applicable); or
 - ii) Take a matching weekend day off (same hours as worked hours) at a mutually agreeable time within the next 6 week period. If no date can be agreed upon, the employee will receive pay as per (i) above.
 4. The parties will meet in Labour Management to review this process, unless agreed by both parties, this letter will expire.
-

**LETTER OF UNDERSTANDING
Between**

OPSEU Local 266 and THE COUNTY OF GREY (Operating as GREY GABLES)

**re:
Staff Working Two Classifications**

The parties have agreed that employees may work in two classifications, subject to the following conditions:

1. Working in two classifications cannot violate any article in the Collective Agreement. The Union and the Employer agree that this Letter is a clarification of the Collective Agreement and as such may be attached to the Agreement if so agreed by the respective bargaining teams.
2. The Union's Chief Steward and/or Staff Representative would be notified if an Employee was awarded a second job under the terms of this Letter.
3. The Employee working two classifications must hold the necessary qualifications as outlined in Article 9.04 and Article 20.
4. The Employee's primary classification (current job they hold prior to entering into a second classification) takes precedent for call-ins and scheduling extra shifts (i.e. for vacation coverage etc.). This does not mean that the primary job bumps them out of the master line for the second job, but that the primary department would have first 'dibs' on scheduling additional shifts ahead of the second department.
5. Accepting the second classification cannot result in the employer paying overtime (ie. the employee's primary master hours when combined with the second job's master hours) however an employee may incur overtime for hours assigned after the schedule has been posted, in situations such as call-ins).
6. The intent of Article 2.03 would be the threshold for EACH line, meaning that the hours of the two lines would not be combined for the purpose of determining full time status.
7. **A full-time employee who is in receipt of benefits shall not be eligible to receive in-lieu of benefits for the part-time dual line.**
8. The Employee must contact Human Resources for information regarding how entering into two classifications will impact their pension *(this is important information that we want the employee to have all of the knowledge on before they enter into two roles, as it may impact their decision to do so.)*

Agreed to Items

The County of Grey (**Grey Gables**) and Ontario Public Sector
Employees Union (OPSEU) Local 266
(from Day 2 Negotiations on Feb. 5, 2018)

Article 9 - Seniority

9.02 *AMENDED Language*

Calculation of seniority will be as follows.

- a) Seniority is calculated to reflect regular hours paid.
 - b) Overtime and time spent On-Call is not counted in seniority calculations.
 - c) Each member's seniority accrual will be capped at seventy-five (75) hours per pay period and one thousand nine hundred and fifty (1950) hours per calendar year.
 - d) Full-time employees will receive credit for one thousand nine hundred and fifty (1950) hours per year unless they have taken a LOA that temporarily halts the accumulation of seniority.
 - e) Part-time employees will accumulate seniority according to the following formula.
 - i) Credit for all regular-hours **worked**
 - ii) Plus, 18% representative of, sick time and vacation allotment.
- ADD f) Full-time employees with master schedules less than 1950 hours will accumulate seniority on the basis of hours worked and hours paid.**

Article 15 – Sick Leave

NEW 15.06

When an employee is absent from work without pay, they will continue to earn sick credits for each full month and partial month worked.

Article 18 – Leaves of Absence

NEW 18.12

(previously in 15.05(c) – moved to new 18.12)

Inclement Weather

An employee who is absent as a result of severe inclement weather must report in advance, as required for sick leave or as soon as reasonably practical, and may draw from vacation or statutory holiday entitlements to offset the lost time. In these circumstances, the call in procedure does not apply.

Article 20 – Job Posting

20.06 AMENDED Language

A temporary job vacancy occurs when an employee is granted an approved leave of absence exceeding six (6) weeks, or is required to be off work due to a compensable accident or illness in excess of six (6) weeks. Where such temporary job vacancy occurs, the Employer will post a temporary job vacancy pursuant to Article 20.04. Upon the approved leave of absence being completed, or the compensable or ill employee returning to work on a full time basis or regular or part time basis, the employment will cease and the temporary employee will be returned to his or her former position with no loss of pay, benefits or seniority, provided the employee was, prior to the temporary vacancy employed by the Employer. If not so formerly employed, then the employee will be released as set out in the notice of posting and such release shall not be the subject of a grievance.

ADD When a temporary vacancy is not accepted or no one has applied, or the vacancy has already been posted twice (the Employer agrees to identify first and second posting), it will be posted externally.

The successful applicant for a temporary posting is not eligible to apply for another posting until the temporary position has been terminated or the new posting is permanent in nature, the new position has an increased rate of pay or the new position provides at least six (6) hours more scheduled work in a pay period.

The employee will have the option after one (1) year in the temporary position (**18 months for pregnancy/parental leaves**), to remain in that temporary position, or return to their permanent position. If the employee chooses to return to their permanent position, the temporary position will be re-posted as per Article 20.03.

LETTERS OF UNDERSTANDING

- Human Resources Policies – REMOVE

Agreed to Items signed this 6 day of February, 2018 in the City of Owen Sound, Ontario.

FOR OPSEU Local 266

Kerna Talbot
Doreen Chapman
Shelly Pukluske
Valerie Holkwood

FOR THE EMPLOYER

Lynne Johnson
Jennifer Casell



Agreed to Items

The County of Grey (**Grey Gables**) and Ontario Public Sector Employees Union (OPSEU) Local 266
(from Day 1 Negotiations on Feb. 5, 2018)

Article 13 – Paid Holidays

yes. **13.02 (b) AMENDED Language**
Full time staff who are required to work on a holiday will have the following options.

- (b) Pay at the rate of time and one-half (1 ½) the employee's regular rate of pay for work performed on such holiday and an alternate day off with pay, either thirty (30) days prior to following the holiday; or

Article 15 – Sick Leave

15.01(a) AMENDED Language

(Full-Time Only) **Housekeeping (96 to 90 hours per year)*

- a) Full time employees who become ill qualify for twelve (12) sick days or ~~ninety-six~~ (96) **ninety (90)*** hours per year on a twelve (12) month basis beginning January 1st of each year. Any employee becoming a full time employee during the year will qualify for a pro-rated portion of sick days for the balance of the year.

yes. **ADD** If an employee resigns, retires, or otherwise ceases employment, or if the employee transfers to part-time status, the Employer is entitled to a pro-rated reimbursement of the sick pay paid to the employee, but not earned by the employee, to the date of the cessation of employment or transfer to part-time.

15.01 (f) AMENDED Language **Housekeeping (correction to current CA)*

yes. Full-time employees may access their stat pay bank, if credits are available, to pay for sick days taken in excess of the allotted ~~eleven (11)~~ **twelve (12)*** days.

Article 18 – Leaves of Absence

18.04 AMENDED Language

ADD Leaves of Absence

The Employer agrees to provide leaves of absence as required by the terms of the Employment Standards Act, including:

- Pregnancy and Parental Leave
- Family Medical Leave

 Agre
November 2014

- Domestic or Sexual Violence Leave
- Child Death Leave
- Crime-Related Child Disappearance Leave
- Critical Illness Leave

Yes

Any subsequent changes to the Employment Standards Act will directly affect all leaves, in accordance with the Employment Standards Act rules and regulations.

18.05 d) AMENDED Language

Yes

- d) An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance benefit. That benefit will be the equivalent to the difference between seventy-five percent (75%) or her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence with the start of the ~~two~~ **one** week Employment Insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employees regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

18.06 e) AMENDED Language

e) Parental Leave

Yes

An employee on Parental Leave who is in receipt of E.I. Parental Leave benefits shall be paid a supplemental Employment Insurance benefit. That benefit will be equivalent to the difference between seventy five percent (75%) of regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence with the start of the ~~two~~ **one** week Employment Insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of twelve (12) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

ADD Top Up

Yes

The amount of any sub-payment shall not increase or decrease as a result of an employees' option to extend any leave under changes to existing Employment Insurance legislation.

Employees must apply for the top up benefit no later than one (1) month from the start of the pregnancy leave.

Letters of Understanding

- Domestic Violence - **RENEW**
- Weekly Indemnity Payments - **RENEW**
- Single Vacation Days - **RENEW**
- Ministry of Health Special Funding Initiative - **RENEW**

Agreed to Items signed this 6 day of Feb, 2018 in the City of Owen Sound, Ontario.

FOR OPSEU Local 266

Valerie Lockwood
Felicity Kelleher
Donna Chaplin
Werna Talbot
[Signature]

FOR THE EMPLOYER

Lynne Johnson
Jennifer Lemell
Sheldene (A)
James Ford
Pardee Phipps