Recommendation(s)

1. That Report HRR-CW-04-20 regarding the Rockwood Terrace UNIFOR Memorandum of Settlement be received, and the Collective Agreement between the County of Grey and UNIFOR Local 302 Rockwood Terrace be ratified.

Background

The County of Grey has been meeting since January 2020 with UNIFOR Local 302, representing employees at Rockwood Terrace, to exchange proposals for the renewal of their collective agreement, which expired on January 31, 2020.

During these negotiations language in the agreement aimed at improving operations within the homes was introduced that specifically strengthened scheduling and attendance rules. Further, as a result of the Long Term Care Task Force recommendations, we were able to negotiate new language and job classifications in an attempt to further bolster assistance to our current employee group, and to reduce the amount of time employees are working short staffed.

Accordingly, a tentative agreement has been reached for the terms of new Collective Agreement, with the duration of three (3) years as noted below:

UNIFOR Rockwood Terrace - February 1, 2020 to January 31, 2023
The Memorandum of Settlement is attached to this report.

Financial / Staffing / Legal / Information Technology Considerations

The tentative agreement reached provides for an increase in wages and benefits of 1.62%, for a total budget impact of $89,296. Please note that this increase is provided for in the 2020 budget.

Link to Strategic Goals / Priorities

This wage increase 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.

Respectfully submitted by,

Grant McLevy, Senior Manager Human Resources

Attachments

- Memorandum of Settlement signed March 12, 2020
- Agreed to Items signed January 29, 2020
- Letter of Understanding re Creating Full Time Lines
- Letter of Understanding re Top Up Payments – Pregnancy & Parental Leaves
- Agreed to Items signed March 12, 2020
- Letter of Understanding re Staff Working Two Classifications
- Letter of Understanding re New Classification – Care Support Assistant
Memorandum of Settlement

The County of Grey (Rockwood Terrace) and UNIFOR Local 302

The parties agree, subject to ratification by both parties, to the terms and conditions of the Collective Agreement as amended by the attached Agreed to Items.

Language which is not changed during negotiations will be carried forward and will form part of the new Collective Agreement. Retroactivity will apply to wages only.

The undersigned unanimously agree to recommend these terms of settlement attached to their respective principals and, in the case of signatories for the Union, to the bargaining unit employees.

Wages
- February 1, 2020: 1.62%
- February 1, 2021: 1.62%
- February 1, 2022: 1.62%

Maintenance Mechanic Wage
- Same as RPN wage

Duration
- This Collective Agreement shall become effective February 1, 2020 and remain in force until January 31, 2023.

Agreed to Items
- Signed on January 29, 2020 (attached)
- Signed on March 12, 2020 (attached)

LETTERS OF UNDERSTANDING
- Creating Full Time Lines
- Top Up Payments – Pregnancy & Parental Leaves
- Staff Working Two Classifications
- New Classification - Care Support Assistant

MOS – Grey County | UNIFOR-RT 1

March 2020
Agreed and dated in Owen Sound this 12th day of March 2020

For the Union

[Signature]

For the Employer

[Signature]
Agreed to Items

The County of Grey (Rockwood Terrace) and UNIFOR Local 302

Housekeeping
- Replace all references to "Administrator" with "Executive Director"

Article 5 Union Representation

5.01 The union shall elect or otherwise select a Union Committee composed of a total of up to four Employees per Home with whom the Employer will deal on all matters relating to this Collective Agreement, including grievances, negotiations and arbitration. The Committee make up will be as follows:

- (2) Full-time, with (1) being Chairperson for F/T and the other F/T will be either Recording Secretary or Financial Secretary.
- (2) Part-time, with (1) being Chairperson for P/T and the other P/T will be either Recording Secretary or Financial Secretary.
- (4) in Total

5.02(b) Members of the Union Committee shall receive their regular pay for all hours due to that they are in attendance at grievance or investigation meetings, which shall for the purposes of clarity, cover meetings with the Employer in attendance, whether on or outside the Employer premises, for which permission has been granted by the Employer.

Article 6 Grievance Procedure

6.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

It is agreed that the Chairperson or a Union Committee person will be notified of discipline or dismissal and the Employer will notify the person affected of the right to have a Union Committee person available.

An employee, who is required to be interviewed by the Employer in an investigation, may request shall be offered Union representation to attend such interview.

Agreed to Items – Grey County and UNIFOR-RT

January 2020
6.10 Union/Employer Meetings

The Union Committee Members and the Employer Representatives shall meet quarterly or more often if necessary, at a mutually agreed to date, place and time to discuss issues pertinent to the workplace and business. An agenda for the meetings will be provided by the Union or Company prior to the meeting in writing. Any meeting cancelled must be re-scheduled prior to canceling.

Union Committee Members shall be paid their regular pay to attend.

Article 10 Hours of Work

10.02 (d) Employees will not be scheduled to work more than six five days consecutively, with the exception of Christmas and New Years schedule and then Employer may schedule up to 6 consecutive days, but will make every effort to schedule not more than 5 days consecutively, if possible.

10.02 (f) Work Schedule

(i) There shall be a minimum of 16 hours between pre-scheduled shifts.

If an employee agrees to stay for an extra shift, to work a double, without 16 hours between the end of the extra shift and the start of their next regular scheduled shift, the employee will have the option to have the shift replaced. The employee must notify the Manager or designate within 1 hour of the commencement of the extra shift. If nothing is communicated to the Manager or designate within that timeline, it is expected they will work their next scheduled shift.

10.13 (#5)

5. Employees requesting a change (either to reduced hours or back to full-time hours), must do so by signing a form with their supervisor. There are 2 timeslots available for these requests.

Timeslot 1. Employee must apply by June 1st for the change to take place on the first full schedule in September; or

Timeslot 2. Employee must apply by October 31st for the change to take place on the first full schedule of the New Year, no later than October 31, with their new schedule to be effective the following February 1.

These changes are in effect for a one (1) year period regardless of timeslot chosen (ie. September to September or January to January).

Agreed to Items – Grey County and UNIFOR-RT 2

January 2020

MOS – Grey County | UNIFOR-RT 4

March 2020
Such a request will be accommodated based on scheduling needs of the Home, but shall not be unreasonably denied. Shifts that become available due to the reductions by full-time employees will be offered to the available senior part-time employee. It is understood that part-time employees who increase their hours to full-time due to extra available hours, will not change their status from part-time to full-time.

Article 13 Paid Holidays

13.06 Employees shall be scheduled to work either December 24, 25 and 26 (23, 24, 25 for staff working the Night shift) or December 31, January 1 and 2 (December 30, 31 and January 1 for staff working the Night shift), but not on both of these holiday periods, unless the employee consents. If an employee has been scheduled to work December 24, 25 and 26 (23, 24, 25 for staff working the Night shift) in one year, the Employer will endeavor not to schedule the employee December 24, 25 and 26 (23, 24, 25 for staff working the Night shift) the following year. 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 Christmas and New Year’s two week period, but will be maintained as close to the Master Schedule as possible. The Employer will schedule statutory holidays on the days the employee would have otherwise worked, in order to facilitate the three consecutive days off. The schedule covering these holidays shall be posted prior to November 1st.

13.07 Up-to-four saved statutory holidays may be requested for utilization on weekends, except during the period June 16th to September 16th, each calendar year.

Requests for the utilization of such statutory holidays must be submitted one week prior to the posting of the applicable schedule, for the Employer to be responsible for replacing the shift. After that timeframe, the Employee is responsible for replacing the shift.

13.08 Giveaways

1. Employees may “giveaway” a scheduled shift to another employee, as per the following.
   * Full-Time (with more than 1 year of service)
     Must utilize a vacation day or a saved stat day to do so. If an employee does not have any vacation entitlement remaining or does not have any saved stats in their bank, a giveaway is not permitted.

Agreed to Items – Grey County and UNIFOR-RT 3 January 2020

Agreed to Items – Grey County and UNIFOR-RT 5 March 2020
• Full-time (with less than 1 year seniority): 12 Giveaways every year
• Part-time: 12 Giveaways every year
• All Employees: Cannot giveaway more than 2 consecutive shifts

2. Employees must find their own replacement with the understanding that it is not necessary to give shifts away based on seniority.

3. Weekend giveaways are permitted but only the allotted weekend vacation time may be used, and such giveaways will be deducted from the annual weekends off (per Article 10.02(c)).

4. Giveaways will not be permitted during the last two weeks of July, and the first two weeks of August.

5. Employees must receive approval from their supervisor or designate for all giveaways. The Supervisor has the right to approve or deny the request based on the staffing needs of the department. It is also noted that there may be exceptions and such exceptions will be left up to the discretion of the Supervisor.

The parties agree to meet quarterly to discuss vacation quotas in the Home. Both parties agree to participate and engage in meaningful discussions in a good faith manner.

Nothing in this article will change the number of required weekends that must be worked on an annual basis as per Article 10.02(e).

Article 15 Sick/Personal Leave

PROPOSED 15.01

15.01 (a) Full time Employees who become ill qualify for 12 sick/personal days or 96 hours sick time per year on a 12 month basis beginning January 1st of each year. An employee shall be granted up to six (6) Personal Leave days per year, which must be used in full day blocks, to be deducted from the employee’s accumulated sick bank.

Any Employee becoming a full time Employee during the year will qualify for pro-rated portion of sick/personal days at that time for the balance of the year.

If the employee’s 6 sick days are or have been depleted, the employee must use their personal days before using vacation, stat, or unpaid sick leave, to cover the remaining sick time.

Paid personal days are to be scheduled no less than seventy-two (72) hours in advance (excluding weekends and holidays) and will not be
allowed on a date where a prior request for time off has been denied, subject to the following:

If there is an emergency and if by reason said emergency the required notice is not given, such notice will be waived.

Personal Leave days may not be taken in conjunction with vacation time unless there are extenuating circumstances for the request.

Employees will not be denied personal days off, save and except for the time period of December 20th to January 3rd, every calendar year.

(b) After seven consecutive calendar days off, if sickness continues, the Employee must apply for weekly indemnity benefits under the Employer’s weekly indemnity benefit plan.

(c) An Employee off work due to illness and entitled to sick/personal pay shall not receive pay for more sick pay days during any pay period than the normal number of hours the Employee would have worked during that period.

(d) An Employee off work due to illness and entitled to sick/personal pay shall not engage in any gainful employment during the time the Employee is off work.

(e) An Employee who becomes ill during a shift during working hours shall be paid only for hours worked. The remaining full hours of the shift will be deducted from the Employee’s sick bank.

An Employee who is injured during working hours shall be paid for the full-shift balance of the employee’s scheduled shift, in accordance with the Workplace Safety Insurance Act.

15.03 No sick/personal leave shall be paid if a third party is paying income allowance (i.e., Workers’ Safety & Insurance Board, insurance paid for injuries suffered in an automobile accident.)

15.04 Unused sick/personal days, or hours, are accumulated to a maximum of 96 hours or 12 days but shall not be paid out at the end of any year or on termination for any reason.

15.05 Absence from Work and Reporting

(b) Notice shall be given to:

1) the Employee on duty in charge of resident care; or
2) the Supervisor, or
3) the Administrator Executive Director.

Agreed to Items – Grey County and UNIFOR-RT 5 January 2020
Article 21 Minimum Allowance

PROPOSED 21.03
21.03 If an Employee reports to work within one hour of being called, she will be paid for the whole shift. The payment for a full shift shall only occur in situations where the employee works a minimum of six hours 75% of the shift.

Article 26 Health & Safety

26.10 Personal Protective Clothing and Equipment (PPE)

The Company shall provide all Employees whose work requires them to wear Personal Protective Equipment (PPE) protective devices with the necessary clothing, tools, equipment and protective clothing tools as required. These shall be maintained and replaced, where necessary, at the Company’s expense.

LETTERS OF UNDERSTANDING

- Employment of Disabled Workers
- Workplace Violence
- Paid Education Leave
- Employee Call-in Software
- Compassion Fatigue
- BSO Shifts
- Top Up Payments – Pregnancy & Parental Leaves

Agreed and dated in Owen Sound this 29th day of January 2020

For the Union

[Signature]

For the Employer

[Signature]

Agreed to Items – Grey County and UNIFOR-R1 6

January 2020
LETTER OF UNDERSTANDING

Between:

UNIFOR Local 302
And

THE COUNTY OF GREY (Operating as Rockwood Terrace)

CREATING FULL TIME LINES

Both parties agree that it is a priority to create additional full time lines during the 2020 negotiations. The parties hereby agree that:

1. A joint Union and Management Committee will be created. The Employer will appoint two (2) members and the Union will appoint two (2) members.

2. The Committee will meet within two weeks following ratification to start the process of creating additional full time lines, and continue to meet twice a month at a minimum.

3. The Employer will provide all pertinent data both in hard copy and electronically to the Union, as requested.

4. Additional full time lines must meet the staffing requirements of the Employer. The Employer will provide details of needs of the Home by classification.

5. Members must choose a line based on seniority. If this results in a reduction of hours, Article 9.07 would be in effect.

6. It is understood that the creation of any additional new lines, that may be a .8 shift line, will be considered a full time line with full benefits at no cost to the employee.

7. Both parties must be in mutual agreement of any created full time lines.

Signed in Owen Sound the 13th day of March, 2020.

For the Union

[Signature]

For the Employer

[Signature]
LETTER OF UNDERSTANDING

Between:

UNIFOR Local 302
And

THE COUNTY OF GREY
(Operating as Rockwood Terrace)

Re: TOP UP PAYMENTS – PREGNANCY & PARENTAL LEAVES

The parties hereby agree that:

1. Where employees are eligible for pregnancy and parental leave, the employee must apply for the top up benefit no later than one (1) year from the start of the pregnancy leave.

2. Where employees are eligible for parental leave only, the employee must apply for the top up benefit no later than one (1) year from the start of the parental leave.

Signed in Owen Sound the 11 day of March 2020.

For the Union

For the Employer

[Signatures]

MOS – Grey County | UNIFOR-RT 10 March 2020
Agreed to Items

The County of Grey (Rockwood Terrace) and UNIFOR Local 302

Me Too Clause
This bargaining unit will receive anything above 1.62% for a wage increase that is negotiated outside of arbitration for the duration of this collective agreement, including the Non-Union group.

Article 10 Hours of Work
ADD to 10.04

10.04 Call-In Procedure
Based on operational demands, the Employer will endeavour to restrict call-outs between the hours of 10:00pm and 5:00am.

Article 18 Leaves of Absence
18.01 Bereavement Leave
For the purpose of mourning at the time of a death, an Employee shall be granted bereavement leave as follows:

(a) In the case of the death of a spouse, or child or step-child, five working days with pay within seven calendar days surrounding the death/funeral.

(b) In the case of the death of a parent, brother or sister, mother-in-law, father-in-law, grandparents, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and grandchild, three working days leave with pay within five calendar days of the death/funeral.

18.04 Pregnancy and Parental Leave
(a) Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario.

(b) Pregnancy leave shall be granted for up to 17 weeks in duration and may begin no earlier than 17 weeks before the expected birth date.
(c) Parental leave shall be granted for up to 18 weeks in duration and shall, in all cases, be completed within 53 weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

Pregnancy and parental leave will apply to both full and part time Employees.

Article 26 Health & Safety

26.12 Workload

In the event the Employer assigns a number of residents or a workload to an individual or group of employees, such that she or they believe they are being asked to perform more work than is consistent with proper care, the matter may be raised at Labour Management meetings. She or they will complete the “Workload Review Form” and submit to the Executive Director.

The Executive Director will respond to the member(s) using the form and send a copy of the form to the Chairperson or Designate. A summary of all forms submitted will be discussed at Labour Management meetings. The Union may raise concerns with the Executive Director prior to Labour Management meetings.

Classifications

<table>
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<tr>
<th>CURRENT CLASSIFICATIONS</th>
<th>REVISED CLASSIFICATIONS</th>
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<tbody>
<tr>
<td>Aides – Dietary, Housekeeping</td>
<td>Aides – Dietary, Housekeeping</td>
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<tr>
<td>Laundry</td>
<td>Laundry</td>
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<tr>
<td>Nurse Aide</td>
<td>Nurse Aide</td>
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<tr>
<td>Health Care Aide/ PSW</td>
<td>Health Care Aide/ PSW</td>
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<tr>
<td>Therapeutic Recreational Aide</td>
<td>Therapeutic Recreational Aide</td>
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<tr>
<td>Cook</td>
<td>Cook</td>
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<tr>
<td>Therapy Coordinator (with RPN License)</td>
<td>Therapy Coordinator (with RPN License)</td>
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<tr>
<td>Therapist Coordinator</td>
<td>Therapist Coordinator</td>
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<tr>
<td>Maintenance (Licensed)</td>
<td>Maintenance (Licensed)</td>
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<tr>
<td>RPN</td>
<td>RPN</td>
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</table>

Letters of Understanding

- Creating Full Time Lines
- Top Up Payments – Pregnancy and Parental Leaves
Agreed and dated in Owen Sound this 12th day of March 2020

For the Union

[Signature]

For the Employer

[Signature]
NEW - LETTER OF UNDERSTANDING

Between:

UNIFOR Local 302
And

THE COUNTY OF GREY
(Operating as ROCKWOOD TERRACE)

RE: Staff Working Two Classifications

The parties have agreed that employees may be scheduled and 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 9.03 and any other articles that apply.

4. The Employee's primary classification (current job they hold prior to entering into a second classification) takes precedence 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 (i.e. the employee’s primary master hours when combined with the second job’s master hours). An employee may incur overtime for hours assigned after the schedule has been posted, 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. An employee can quit either line with 2 weeks' notice.

9. Should an employee choose to accept a second line (posting) that requires them to then work every weekend, Article 10.02 (e) will not apply.

10. The Employee must contact Human Resources for information regarding how entering into two classifications will impact their pension (this is important information 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.)

This agreement will be effective for a trial period of 12 months, with a review taking place in six (6) months.

Unless mutually agreed by both parties in writing, this Letter of Understanding will be discontinued.

This Letter of Understanding can be terminated after 6 months by either party, with 60 days written notice.

Signed in Owen Sound the 12th day of March, 2020.

For the Union

[Signature]

For the Employer

[Signature]
LETTER OF UNDERSTANDING
BETWEEN:
County of Grey (THE EMPLOYER)
AND
UNIFOR Local 302 (THE UNION)

RE: New Classification - Care Support Assistant

WHEREAS the Employer created a new classification of Care Support Assistant, the new classification will function as support for the PSW by performing non-care related tasks (no skin touch) as set out in the position summary attached hereto;

AND WHEREAS the Union and the Employer agree as follows:

It is agreed the Care Support Assistant classification is not a PSW, and therefore will not perform the PSW position, but will merely support the PSW consistent with the routines agreed upon.

The Employer will post the Care Support Assistant in accordance with the collective agreement both internally and externally.

These Care Support Assistant positions are unscheduled part time, with no guarantee of hours. The Employer may introduce full time and scheduled part time, which will have guaranteed hours, with 30 days written notice to the Chairperson.

The position is covered by the collective agreement and will be subject to the provisions of the collective agreement.

The Care Support Assistant position will be utilized in the case of unfilled shifts after bargaining unit PSWs and prior to agency staff have been offered the shift.

It is understood that the creation of the new Care Support Assistant classification will not result in the reduction of hours of existing PSW qualified staff (or grandfathered staff), or any other existing staff. It is understood that the CSA classification will only be used when the employer has offered the shift(s) including overtime, to the current PSW staff or current staff that may work in other departments, but still qualify as a PSW.

The rate of pay shall be as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Start</td>
<td>[Existing PSW - $1.70]</td>
</tr>
<tr>
<td>Year 1</td>
<td>[Existing PSW - $1.70]</td>
</tr>
<tr>
<td>Year 2</td>
<td>[Existing PSW - $1.70]</td>
</tr>
<tr>
<td>Year 3</td>
<td>[Existing PSW - $1.70]</td>
</tr>
</tbody>
</table>
The parties agree to meet as necessary to discuss the implementation of this position.

Dated this 12th day of March 2020

For the Union

For the Employer

Jennifer Lane

Care Support Assistant

Position Summary

As a Care Support Assistant your typical day will impact in the following ways:

- Provide day to day care and support to each individual resident, to offer a warm, safe environment for each resident, ensuring their comfort and welfare needs are met.
- Support the residents to prepare and transport to Care Community events that promote a positive resident experience.
- Acts as a resident companion as directed, provides comfort and support and companionship to the residents.
- Assists with table/tray preparation, serving of beverages and accompaniments, and serving of food.
- Completes laundry and housekeeping duties as directed, including, but not limited to, restocking shelves and making beds and transporting personal laundry to and from the laundry to the residents’ room and organizing closets and cleaning bedside tables.
- Participates in admission orientation and the transfer process of the residents as directed.
- Transports the residents to and from their rooms, recreational activities, health office and dining room as required.
- Performing other duties, as assigned, with applicable training as required.

Must haves:

- High school diploma
- Safe Food Handling Certificate and WHMIS certificate
- Ability to work independently and/or as a member of a team
- Ability to communicate effectively when working with residents, families and visitors
- Ability to model the warmth of human connection in communicating with residents, families, and visitors
- Effective verbal and written English communication skills required

All applicants must successfully pass the prescribed Vulnerable Sector Check