Committee Report

To: Warden S. Halliday and Members of Grey County Council

Committee Date: August 9, 2018

Subject / Report No: HRR-CW-03-18

Title: Memorandum of Settlement – OPSEU Social Services

Prepared by: Grant McLevy

Reviewed by: Kim Wingrove

Lower Tier(s) Affected: N/A

Status: Recommendation adopted by Committee of the Whole as presented per Resolution CW203-18; Endorsed by County Council on September 13, 2018 per Resolution CC85-18.

Recommendation

1. That Report HRR-CW-03-18 regarding the Social Services OPSEU Memorandum of Settlement be received, and the Collective Agreement between the County of Grey and OPSEU Local 266 Social Services be ratified.

Executive Summary

The Collective Agreement between the County of Grey and OPSEU Local 266, representing Social Services 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 January 15, 2018 and concluded with a conciliation meeting and tentative agreement being signed on July 11, 2018.

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

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 negotiations language in the agreement aimed at improving union representation and job vacancy competitions was introduced to further clarify employer/union understanding and responsibilities relating to these areas. 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 July 11, 2018. The Conciliator successfully assisted in bringing the two sides together on the monetary items remaining and a tentative agreement was reached for the terms of the new Collective Agreement, with duration of two (2) years from January 1, 2018 to December 31, 2019.

**Legal and Legislated Requirements**

**Labour Relations Act 1995**

**Financial and Resource Implications**

The tentative agreement reached provides for an increase in wages and benefits of 1.61%, for a total budget impact of $53,478.00. This increase is provided for in the 2018 budget.

The 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.
Relevant Consultation

- [x] Internal (CAO, Director of Finance)
- [x] External (Ministry of Labour)

Appendices and Attachments

*Memorandum of Settlement (OPSEU-Social Services)*
Memorandum of Settlement  
(Renewal Agreement)

Between:

County of Grey

Hereinafter referred to as "the Company"

and

Social Services OPSEU Local 266

Hereinafter referred to as "the Union"

1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.

2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.

3. The parties herein agree that the term of the collective agreement shall be from January 1, 2018 to December 31, 2019.

4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expires on December 31, 2017, and the following amendments are incorporated:

   1. All matters previously settled and agreed to by the parties prior to the date of the memorandum of settlement.
   2. Wages 1.61% effective January 1, 2018 and 1.61% effective January 1, 2019.
   3. Effective January 1, 2018 - 2 weeks after date of hire for vacation entitlement.

Dated this 11th date of July, 2018 in Owen Sound, ON.

For the Union

For the Employer

IN ACCORDANCE WITH THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005, THE MINISTRY OF LABOUR MAKES EVERY EFFORT TO ENSURE THAT ITS SERVICES ARE PROVIDED IN A MANNER THAT RESPECTS THE DIGNITY AND
Agreed to Items

The County of Grey (Social Services) and Ontario Public Sector Employees Union (OPSEU) Local 266
(from Day 2 Negotiations - January 19, 2018)

Article 6  Union Representation

6.03 AMENDED Language
Previous 6.03 is removed and replaced with the following.

Local Employee Relations Committee (LERC)

PURPOSE
The primary purpose of the Grey County Joint OPSEU-Social Services Management Committee is to support productive employer/employee relations and foster a healthy work environment within the County of Grey.

PRINCIPLES
Discussions are to be carried out in a climate of collaboration believing that Communication and Consultation is essential to good union-management relations.

Both parties agree to listen openly and discuss all issues as equals. When either party announces its position on an issue brought forth, they will explain the issue with reference to the Collective Agreement, as soon as possible as appropriate.

Communications are to be straight forward and open; parties must be willing to listen to each other’s point of view.

Wherever possible, both parties will play an active role in finding mutually acceptable solutions.

OBJECTIVES
To identify issues/concerns which inhibit the optimal function of Social Services programs and to propose and/or develop possible solutions.

To communicate changes in departmental, corporate, and/or municipal policies and procedures.

To strive for improvement of service quality and increased efficiency by promoting cooperation and establishing a climate that encourages and enables participation.

Agreed To Items – OPSEU Social Services

Date: August 9, 2018
MEMBERSHIP
Three (3) OPSEU Stewards, one of which is the Bargaining Unit President, or designate.

Three (3) Management members, one of which is the Social Services Director, or designate.

One (1) Secretary – Management Administrative Assistant

Either party may invite one or more persons to provide expertise and advice on specific items, or as an observer or trainee, provided prior agreement of the other party is secured.

MEETINGS
Meetings will be scheduled monthly for the first 6 months, then bi-monthly with additional meetings as required, including impromptu when issues present.

Deliberate attempts at efficiency and commitment to customer service will result in attendance by staff available and on site (or by teleconference when required).

Union and Management agree to exchange agendas five days in advance of the meetings.

Should issues not be resolved by the LERC, or should the issue require greater input, it may be necessary to defer to the Steward and Management committee.

Meetings that include the larger group of Stewards and Management (former Employee Relations Committee) of the department to be held semi-annually or as needed.

Employees attending the meetings shall suffer no loss of pay, rights or benefits while attending committee meetings.

No employee shall act in the capacity of the steward or committee member as referred to in this article until they have successfully completed their probationary period.

6.04 AMENDED Language

Employee representatives on the Negotiating Committee, Employee Relations Committee Local Employee Relations Committee (LERC) and the Health and Safety Committee and stewards representing employees at meetings with the employer inside and outside of the grievance procedure shall require supervisory approval before leaving their work stations. Where approval is granted employees will notify their supervisor upon their return to work station. Such approval shall be deemed to have been obtained if agreement between union and employer representatives to meet has been arrived at five (5) days or more in advance.

Agreed To Items – OPSEU Social Services
6.05 Health & Safety:

The employer is in agreement to comply with all rights and obligations set out in the Occupational Health and Safety Act RSO 1990 c. O. 1. Both the union and the employer agree to cooperate to the fullest extent possible in the reasonable protection and promotion of employee health and safety. Employees attending meetings of the joint committee or carrying out their inspection duties shall suffer no loss of pay, rights or benefits while engaged in such activities. Co-chairs will make every reasonable effort to serve a minimum of two (2) years.

Article 10 Job Competitions

10.01 AMENDED Language

10.01 (b) Temporary Vacancies are defined as new positions with a definite term of twelve- (12) eighteen (18) months or less or permanent positions temporarily vacated by an incumbent for a period of twelve- (12) eighteen (18) months or less. These twelve- (12) This eighteen (18) month period can be extended by mutual agreement of the Parties, such mutual agreement not be unreasonably withheld by either Party.

Article 11 Hours of Work and Overtime

11.03 AMENDED Language

Overtime: Subject to the provisions of the Employment Standards Act, work in excess of the daily and weekly hours set out in clause 11.01 above shall be compensated as follows:

1) accumulated as compensating leave in lieu of overtime up to a cap of eighty (80) hours at any one time;

2) at the discretion of the employee hours worked beyond the cap of eighty (80) hours shall be either paid at straight-time rates or taken as compensating leave in lieu of money on an hour-for hour basis.

3) Attendance at training functions outside normal working hours at the request of the employee are not compensable for overtime purposes unless the employee is directed by the employer to attend.

Overtime must be pre-approved by the manager and not at the sole discretion of the employee, and will not be unreasonably denied.

Agreed To Items – OPSEU Social Services

Date: August 9, 2018
Article 14  Leaves of Absence

14.10 AMENDED Language

Bereavement Leave: In the event of the death of a spouse (including common-law), child, parent or parent-in-law, grandchild, five (5) working days leave of absence with pay shall be granted.

In the event of the death of a brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, aunts or uncles, aunt-in-law or uncle-in-law, niece or nephew, three (3) working days leave of absence with full pay shall be granted.

Should extensive travel or extenuating circumstances be involved, additional leave, either with or without pay, may be granted at the discretion of the employer.

Article 14  Leaves of Absence

14.12 AMENDED Language

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

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

Compressed Work Week

The Employer will allow compressed work week agreements for nine (9) months of the year, excluding July, August and December.

Agreed to Items signed this 11th day of July, 2018 in the City of Owen Sound, Ontario.

FOR OPSEU LOCAL 266

FOR THE EMPLOYER

Agreed To Items – OPSEU Social Services
Letter of Understanding

Between

The County of Grey ("The Employer")

AND

The Ontario Public Service Employees Union ("The Union")

RE:

Compressed Work Week (CWW)

The above parties are agreed that the County will continue with the compressed work week concept currently in place, with both parties in agreement that flexibility and adaptation is required for business continuity purposes.

The CWW parameters will continue to be routinely updated/revised in the spring of each year at Employee Relations Committee, for the coming year.

DATED this __ day of ____, 2018, in the City of Owen Sound.

For the Union

For the Employer

Agreed To Items – OPSEU Social Services
Agreed to Items

The County of Grey (Social Services) and Ontario Public Sector Employees Union (OPSEU) Local 266
(from Conciliation – July 11, 2018)

Article 13.01 Vacations

13.01 AMENDED Language

All employees shall be entitled to vacation leave in accordance with the following schedule:

a) Two (2) weeks after date of hire;
b) Three (3) weeks after three (3) years;
c) Four (4) weeks after seven (7) years;
d) Five (5) weeks after fifteen (15) years;
e) Six (6) weeks after twenty-five (25) years.

If employment is terminated and the vacation balance is in the negative, the employee agrees to reimburse the Corporation for the cost of the vacation advanced pro-rata.

This applies to employees with a start date of January 1, 2018 and going forward.

Agreed to Items signed this 26th day of July, 2018 in the City of Owen Sound, Ontario.

FOR OPSEU Local 266

FOR THE EMPLOYER

Date: August 9, 2018