Committee Report

To: Warden McQueen and Members of Grey County Council

Committee Date: January 23, 2020

Subject / Report No: HRR-CW-02-20

Title: Memorandum of Settlement – Social Services

Prepared by: Grant McLevy

Reviewed by: Kim Wingrove

Lower Tier(s) Affected: N/A

Status: Recommendation adopted by Committee as presented per Resolution CW31-20; Endorsed by Council February 13, 2020 per Resolution CC23-20;

Recommendation

1. That Report HRR-CW-02-20 regarding the Social Services 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, 2019.

On November 13, 2019, 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 parties met on three separate occasions and concluded with a tentative agreement being signed on December 5, 2019.

The offer to settle includes a 1.62% wage increase on January 1, 2020, and a 1.62% wage increase on January 1, 2021.

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.

As always, this Cost of Living Adjustment (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.

Accordingly, in the fall of 2019 and after analyzing the COLA indicators for the municipal sector, Council approved a mandate for all employee groups of 1.62%.

During this set of meetings management negotiated language in the agreement aimed at improving our ability to schedule staff, while also improving our job posting and assignment language. These changes will reduce the amount of time and administration it takes to fill temporary and satellite office positions.

Additionally, as a result of the negotiations and the Human Resources Department conducting a comparison survey for current vacation schedules, the vacation entitlements for Social Services have been improved to the following:

Five (5) weeks after fifteen (15) twelve (12) years;
Six (6) weeks after twenty-five (25) Twenty (20) years.

This tentative agreement for the terms of the new Collective Agreement has a duration of two (2) years from January 1, 2020 to December 31, 2021.

Legal and Legislated Requirements

Labour Relations Act 1995

Financial and Resource Implications

The tentative agreement provides for an increase in wages of 1.62%, each year over two (2) years, as well as an increase in the vacation schedule as outlined previously in this report. These changes are effective January 1, 2020 and the gross salary costs for the 1.62% COLA increase to wages and benefits is $51,839.

The wage increase has been approved in the 2020 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

X Internal (CAO, Director of Corporate Services)
X External (Ministry of Labour)

Appendices and Attachments

Memorandum of Settlement (OPSEU – Social Services)

- Memorandum of Settlement - signed November 13, 20, and December 5, 2019
Memorandum of Settlement

The County of Grey (Social Services) and OPSEU Local 266

The parties agree, subject to ratification by both parties, to the terms and condition of the Collective Agreement as amended by the following 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.

Schedule A  Wages

January 1, 2020  1.62%
January 2, 2021  1.62%

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 13  Vacations

d) five (5) weeks after fifteen (15) twelve (12) years;
e) six (6) weeks after twenty-five (26) twenty (20) years

Duration

This Collective Agreement shall become effective January 1, 2020 and remain in force until December 31, 2021.

Agreed and Dated in Owen Sound this 5th day of December, 2019

For the Union

For the Employer

[Signatures]

Memorandum of Settlement
Agreed to Items

The County of Grey (Social Services) and OPSEU Local 266
(from Day 1 - Nov.13, 2019)

Housekeeping
• Where it says "he/she" in the Collective Agreement replace with "they/their".

Article 6 Union Representation

6.02 Negotiating Committee: The employer agrees to recognize a negotiating committee of three (3) four (4) employees from the bargaining unit plus a representative designated by the union for the purpose of amending or renewing this collective agreement.

The employees on the negotiating committees shall suffer no loss of pay, rights, or benefits for attending any negotiating sessions with the employer up to and including meetings called by a conciliation or mediation officer of the Ministry of Labour. The union and the employer will notify each other of the members of their respective bargaining teams as far in advance of negotiations as possible.

Article 10 Job Competitions

10.01(a) Posting of Permanent Vacancies and Temporary Vacancies: Vacancies for any and all permanent and temporary bargaining unit positions that have not been filled internally shall be posted on www.grey.ca for a period of not less than five (5) working days, and communicated by email.

Article 11 Hours of Work and Overtime

11.01 The normal hours of work in each department shall be as set out below:
ADD Meaford OW Office: Seven (7) hours per day: 8:30 a.m. to 4:30 p.m.

Article 13 Vacations

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

a) two (2) weeks advanced at date of hire
13.04 a) The employer shall make every reasonable effort to schedule vacation leave in accordance with employee requests. Conflicting requests from employees in the same work unit shall be resolved by seniority.

If vacation exceeds management's ability to provide reasonable staff levels, management may limit or deny such requests. *move 13.04(d) 2nd paragraph here*

Only one person of each of the following groups may be off at any one time:

- i) EarlyON Facilitator Educator
- ii) Children's Services Team Assistant
- iii) OW Eligibility Review Officer
- iv) OW Van Driver and OW Transportation Coordinator Scheduler/Driver
- v) OW Data Entry/LSS
- vi) OW Workshop Facilitator
- vii) OW Placement Worker
- viii) Training and Policy Worker

Only two people of each of the following groups may be off at any one time:

- ix) Children's Services Home Child Care Workers (See NOTE) and Children's Services Financial Assessment Worker Child Care Fee Subsidy Worker

NOTE: Valid when staffing complement of three (3) Home Child Care Workers. If staffing level is reduced to two (2) Home Child Care Workers, only one (1) may be off at one time.

Only three people of each of the following groups may be off at any one time:

- x) OW Team Assistants

Only five people from the following groups may be off at any one time:

- xi) OW Caseworkers

Employer discretion will be used to increase the number if possible.

13.04(b)(c)(d)

b) Approvals for vacation (excluding Christmas/New Year and March Break) must be submitted by March 31st for the following 12 months from May 1st to April 30th. Approvals will be provided no later than April 15th. When submitting requests for vacation, staff will indicate which request is their first choice.

Where possible all employees will be given their first choice for vacation for up to two consecutive weeks. A vacation request is considered to be one half day to ten consecutive days. Once all first choice vacation requests have been addressed, the remaining requests will be considered. After April 15th, vacation will be approved on a first come first served basis.

Agreed to Items – OPSEU Social Services 2 2019-2020 Negotiations
A request for a calendar week of vacation will take precedence and be granted approval over a request for an individual day.

c) Time off at Christmas/New Years and March Break is limited so that employees shall not take pre-approved time off in consecutive years unless others in the work unit do not request that time. Requests for time off at Christmas/New Years and March Break will be made no later than September 15th. Approvals will be provided no later than September 30th.

Vacation time between Christmas and New Year’s is defined as December 24th to January 2nd.

These requests may not be subject to the staffing level established in 13.04 a). Every attempt will be made to accommodate requests on business needs which will be discussed annually at an Employee Relations Committee Local W Employee Relations Committee (LERC) meeting.

d) Requests shall be made by employees by completing a request on SSC and it will be authorized by their manager who will approve in SSC.

If vacation exceeds management’s ability to provide reasonable staff levels, management may limit or deny such requests. *moved to 13.04 (a)*

Article 14 Leaves of Absence

14.01 **Sick Leave:** Employees shall earn sick leave credits at a rate of one (1) day per month (twelve days per year) to be used as a bridge to the Weekly Indemnity Plan as described in clause 14.07 14.06. Sick leave credits are to be used in circumstances where an employee is unable to attend to their duties due to accident or illness.

ADD: a) New employees will qualify for a prorated portion of sick days at that time for the balance of the year.

14.11 **Inclement Weather Absence:** If employees cannot make it to their workplace due to inclement weather, they may work at an alternate workplace with their supervisor’s approval. Supervisors shall not unreasonably withhold such approval. Employees may make up time on a mutually agreeable schedule or use a time credit at the employee’s choice. Otherwise, no payment will be made except where the workplace had been closed as follows:

Owen Sound locations are closed by the CAO and the appointed managers close the Hanover Early-Years EarlyON Centre, Durham OW Office, and Markdale OW Office, and Meaford OW Office.
Article 16 Expenses

**Meals:** A meal allowance of $9.00 $11.00 or the corporate rate, whichever is higher, will be paid to any employee who is prevented from taking their usual meal arrangements because of work related responsibilities such as:
- meetings,
- distance from defined workplace (over 16km),
- working hours beyond normal quitting time in excess of two hours.

A meal allowance will not be paid where meal facilities are provided.

Schedule A
Change the following classifications:
- OW Transportation Coordinator **Scheduler/Driver**
- EarlyON **Facilitator Educator**
- Children's Services Financial Assessment Worker **Child Care Fee Subsidy Worker**

Letters of Understanding
- Compressed Work Week (CWW) **RENEW**
- Developmental Assignments **RENEW**
- Flex Time – Article 11.01 **RENEW**
- Grid Placement **RENEW**

Agreed and Dated in Owen Sound this 20th day of November 2019

For the Union

For the Employer

Agreed to Items – OPSEU Social Services 4 2019-2020 Negotiations
Agreed to Items

The County of Grey (Social Services) and OPSEU Local 266

(from Day 2 - Nov. 20, 2019)

Article 10 Job Competitions

10.01(c) **Posting of Temporary Vacancies:** The parties are agreed that all temporary vacancies in excess of one (1)-month six (6) weeks, for which advanced planning can take place, will be posted for competition an expression of interest and awarded by seniority from a list of qualified bargaining unit members who have expressed an interest.

**ADD NEW**

10.09 **Satellite Offices:** When a vacancy occurs in a satellite office there shall be an expression of interest posted. If there is no response, the junior member whom is trained as per the training schedule and has a minimum of 6 months experience will be assigned the position. That member then remains until someone with less seniority is hired and trained to fill the vacancy.

Article 16 Expenses

16.03 **Meals:** A meal allowance of $9.00 $11.00 or the corporate rate, whichever is higher, will be paid to any employee who is prevented from taking their usual meal arrangements because of work related responsibilities such as:

- meetings,
- distance from defined work place (over 16 km),
- working hours beyond normal quitting time in excess of two hours.

A meal allowance will not be paid where meal facilities are provided.
Agreed and Dated in Owen Sound this 5th day of November 2019

For the Union

For the Employer

Agreed to Items – OPSEU Social Services 2 2019-2020 Negotiations
LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF GREY (the Employer)

and

OPSEU on behalf of its Local 266 (Social Services)

regarding the

COMPRESSED WORK WEEK (CWW)

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

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

DATED this 5th day of December, 2019 at Owen Sound

FOR the UNION

FOR the Employer

[Signatures]
Letter of Understanding

Between

The Corporation of the County of Grey (The Employer)

and

OPSEU on behalf of its Local 266 (Social Services)

Grid Placement

A. Introduction

The Union and the Employer met to discuss ongoing concerns regarding compensation practices as it pertains to members of the bargaining unit posting into positions in higher classifications, lower classifications, or positions being reclassified through the job evaluation process.

The parties also discussed Article 15.03 (employees temporarily assigned to a higher classification) and how the philosophical changes of this letter of understanding may impact this clause.

B. Information Considered by the Parties

1. Article 15.01 states: The employer shall pay the wages set out in Schedule A to each employee according to current payroll frequency dates.
2. Past practice has been to place the incumbent at the rate of pay on the higher classification that would give an increase, regardless of where it is on the grid.
3. In the case of moving to a lower classification, past practice has been to move the employee to the closest dollar on the new classification grid, regardless of their step placement on the higher classification.
4. The collective agreement considers Grades 1 and 2 to be similar and Grades 3 and 4 to be similar in the area of probationary periods. In accordance with Article 8:02, positions in Grade 1 and 2 must serve a 3 month probationary period. Grade 3 and Grade 4 must serve a 6 month probationary period.
5. The collective agreement considers Grades 1 and 2 to be similar and Grades 3 and 4 to be similar in the area of compensation. In accordance with Schedule A, Grades 1 and 2 have a four (4) step grid while Grades 3 and 4 have a five (5) step grid.
6. Past practice has been to move employees in Grades 1 and 2 to the next step...
after serving 3 month probation, while employees in Grades 3 and 4 move to the next step after serving a 6 month probation.

7. Past practice has resulted in inconsistencies with salaries when employees move to positions in higher or lower classifications, and sometimes results in staff with less seniority being placed at a higher step than more senior staff in the position when they have done the position previously.

The Union and the Employer agree to the following:

C. The current practice of compensation for new hires that do not come from within the bargaining unit will continue as follows:

1. Placement on the appropriate grade will start at the Probation (Prob.) rate of pay for the length of the probation period (three months for Grades 1 and 2, and six months for Grades 3 and 4).

2. After successfully completing the probationary period, the employee will move to the next step for that grade (JR-2 for Grades 1 and 2, JR-3 for Grades 3 and 4).

3. The Employee will move to the next step on the grid after successful completion of the one year anniversary in their position, and then will continue to move after each successfully completed anniversary until they reach Job Rate (JR).

D. For employees already hired in the bargaining unit (with either full seniority or secondary rights), the following items will become the new procedures effective June 19, 2014:

1. Staff movement (excluding due to job evaluation) from Grade 1 to 2 (or reverse) or from Grade 3 to 4 (or reverse) will move to the same step on the higher (or lower) grade. For example, a person moving from OW Placement Worker (and they are at JR-2) to OW Caseworker, will be placed at JR-2 on Grade 4. The employee will not serve another probationary period but will continue with the probationary period if they are still within their initial 3 or 6 month period. Salary increases will continue as per item C.3. of this letter of understanding. C.2 will be followed first if the employee has not completed their initial probation. For the purpose of "anniversary date" the anniversary date in the job they are moving from (Grade 3 or 4) will continue to be recognized.

2. Staff, with at least six (6) months of seniority moving from a job in Grade 1 or 2 to a new job in Grade 3 or 4 will move to JR-3 in new grade i.e. Further step
movement will continue as per item C.3. of this letter of understanding, with the date moved to the higher classification being recognized as the new anniversary date.

Where the employee has less than six (6) months seniority, the employee will be placed at the Prob. step until they have reached six months seniority and then they will move to JR-3.

3. Employees moving from grades 3 and 4 to grades 1 and 2 will move to the same step on the lower grade.

E. For reclassification of jobs due to job evaluation, the following items will become the new procedure effective June 19, 2014:

1. When a position in Grade 1 is reclassified to Grade 2, or a position in Grade 3 is reclassified to Grade 4, the employee will be placed at the same step on the higher grade.

2. When a position in Grade 1 or 2 is reclassified to Grade 3 or 4, the employee will be placed on the grid in accordance with item D.2. of this letter of understanding, plus recognition for time worked already performing the new duties that resulted in the higher classification. For example, if an employee in Grade 2 is reclassified to Grade 3, they would normally be placed at JR-3. If it had been found that they had been responsible for and performing all of the new duties for 14 months, they would be placed at JR-2.

3. Reclassifications will not change the employee's anniversary date in the position but will impact placement on the grid only.

4. When a position in any grade is reclassified to a lower grade, the employee will be red-circled, as per the Job Evaluation Terms of Reference.

5. Any retroactivity will be in accordance with the Job Evaluation Terms of Reference.

F. For employees temporarily assigned to a higher classification as per Article 15.03, the following items will become the new procedure effective June 19, 2014:

1. The language in Article 15.03 shall apply except where the employee being temporarily assigned to the higher classification has already earned the minimum seniority required to move from probation to the next step (3 months for Grade 1 to 2 and 6 months from their current grade to all higher classifications).
G. Implementation

1. All employees not currently at Job Rate will be reviewed in accordance with the appropriate section of this letter of understanding and will be moved to the appropriate step retroactive to June 19, 2014. There will not be any retroactivity prior to June 19, 2014.

2. Employees who have been temporarily assigned work and received compensation under Article 15.03 as of June 19, 2014 will have their records reviewed. Those employees affected by this amendment will have retroactive increases paid. Employees who have received an adjustment since June 19, 2014 but the date actually performing the work in the higher classification was prior to June 19, 2014 will not receive retroactivity.

DATED this 5th day of December, 2019 at Owen Sound

FOR the UNION

FOR the Employer

[Signatures]

Page 4 of 4
Letter of Understanding
between
The Corporation of the County of Grey (The Employer)
and
OPSEU on behalf of its Local 266 (Social Services)

Developmental Assignments

Developmental assignments will be considered for interested employees who have
competed for a temporary position, who may not possess all of the qualifications
required for the position if they were to be filled on a permanent basis. Filling a
developmental assignment in such a manner does not create any obligation to award
permanent positions to employees who participated in such assignments nor to promote
employees who do not possess all of the qualifications of a permanent position.

It is understood that an employee in any developmental assignment retains the right to
return to his or her home position following completion of the assignment and all rights
and benefits shall accrue. It is understood that the employee will be subject to a three
(3) month trial period while in the temporary position or for the length of the assigned
position, if less than three (3) months. If the temporary position becomes full-time and
the person filling the temporary assignment is successful in the competition, the said
employee will not proceed through another probationary period.

In addition to the selection factors specified in Article 10.05, it is agreed that job
performance will be a factor in the selection process of employees who wish to complete
for developmental assignments. The decision to fill developmental assignments or hire
outside the bargaining unit will be solely a management prerogative and may not be the
subject of a grievance. It is also understood by both parties that experience gained in a
developmental assignment does not necessarily abrogate the need to obtain the
necessary academic qualification for permanent position as they become available.

DATED this 5th day of December, 2019, in the city of Owen Sound, ON

For the Union

For the Employer

[Signatures]
Letter of Understanding

between

The Corporation of the County of Grey (The Employer)

and

OPSEU on behalf of its Local 266 (Social Services)

Flex Time – Article 11.01

The above captioned parties agree to the following with regard to Article 11.01 of the Collective Agreement:

The employer will continue the current practice of using flex time, where possible.

These approvals will be compliant with the following principles:

1. Core Hours are required for all staff in order that some of the hours worked are when other agencies and businesses are open as well. Core hours are 9:00am to 4:00p.m. except where required by job function i.e. van program. This means the earliest start in the morning would be 8:00 am and the latest at night would be 5:00p.m. Exceptions to this may be approved where there are no efficiency concerns or Health & Safety concerns.

2. Employees requesting flex work hours shall provide a schedule to their manager and complete a monthly tracking form showing the completion of the required number of hours. Employees are expected to stick to the schedule provided in order that their manager knows when to expect work to be completed and to schedule supervisory meetings.

3. It is understood and agreed that some positions are not suitable for flexible hours. E.g. Receptionist – we need someone there when the phones are ringing.

4. The term of flex arrangements shall be twelve (12) months, at which time, the arrangement can be made available to other employees.

   All flex arrangements will be made available to employees in descending order of seniority.

5. No flex arrangement shall adversely impact any co-worker, client or supervisor.

6. The employer or the employee may terminate this agreement at any time with thirty (30) days’ notice in writing to the participant/employer.
DATED this 5th day of December, 2019 in the city of Owen Sound.

For the Union

[Signatures]

For the Employer

[Signatures]