

<b>To:</b>	Warden Hicks and Members of Grey County Council
<b>Committee Date:</b>	June 27, 2019
<b>Subject / Report No:</b>	HRR-CW-05-19
<b>Title:</b>	Memorandum of Settlement – ONA
<b>Prepared by:</b>	Grant McLevy
<b>Reviewed by:</b>	Kim Wingrove
<b>Lower Tier(s) Affected:</b>	N/A
<b>Status:</b>	Recommendation adopted by Committee of the Whole as presented as per Resolution <i>CW148-19</i> ; Endorsed by County Council on July 11, 2019 as per Resolution <i>CC52-19</i> .

## Recommendation

1. That Report HRR-CW-05-19 regarding the Ontario Nurses Association Memorandum of Settlement be received, and the Collective Agreement between the County of Grey and ONA be ratified.

## Executive Summary

The Collective Agreement between the County of Grey and ONA, representing Grey Gables, Rockwood Terrace and Lee Manor staff, expired on March 31, 2018.

In early 2019, negotiations were entered into with the ONA bargaining team and County staff to exchange proposals for the renewal of their agreement. The first day of negotiations began on February 19, 2019 and concluded with a conciliation meeting and tentative agreement being signed on May 24, 2019.

The offer to settle includes a 1.4% wage increase on April 1, 2018, and a 1.75% wage increase on April 1, 2019, which is bargained through the provincial negotiation process in accordance with the “Me Too” clause in the collective agreement. The “Me Too” clause provides that Grey County will offer the same wages to members of the three Grey County ONA unions, representing 29 registered nurses, as have been bargained under the Ontario Hospital Central Bargaining process. Ontario Hospital Central Bargaining represents 61,000 nurses across Ontario. Further, we have negotiated a benefit plan change to provide coverage for mental health services by a psychologist, registered psychotherapist, or social worker, with a total of \$800 annually effective July 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 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. A new formula percentage will be introduced in a report to Council in the fall of 2019 using updated and more current data for negotiations starting in 2020.

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, as well as introducing language putting a cap on top-up payments for Maternity Leave.

The two-year duration of the new Collective Agreement is April 1, 2018 to March 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 1.4% in 2018 with an increased cost to payroll of \$18,035, and 1.75% in 2019 with an increase cost to payroll of \$22,950. Further, the cost for the mental health benefits of \$800 annually is an additional \$1,676.

The wage increases for 2018 has been accrued in the 2018 financials, and the wage increase for 2019 was approved in the 2019 budget. These amounts were based on the interest arbitration settlement between ONA and the Ontario Hospital Association. 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 (ONA – Grey Gables, Rockwood Terrace and Lee Manor)*

- Memorandum of Settlement - signed May 24, 2019
- Agreed to Items – signed May 24, 2019

# Memorandum of Settlement

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The County of Grey (GG/LM/RT) and ONA (Ontario Nurses Association)

The parties agree that the following constitutes full and final settlement of all issues tabled by the parties during negotiations of a renewal Collective Agreement, with a term of April 1, 2018 to March 31, 2020.

The former Collective Agreement shall continue in effect, but be amended by the items attached hereto, subject only to ratification of the respective parties' principles.

Both parties agree to recommend this settlement to their respective parties.

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**NEW Parental Leave** – applicable to all leaves commencing after the date of ratification.

- 13.10 Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

## **Mental Health Coverage**

- 16.02(i) Coverage for mental health services by the Psychologist, Registered Psychotherapist or Social Worker (MSW) for a total of eight hundred dollars (\$800) annually, effective July 1, 2019.

## 24.09 (b) **Weekend Premium**

Effective November 21, 2017, the weekend premium shall be two dollars and fifteen cents (\$2.15) for all hours worked between 2400 2300 hours Friday and 2400 2300 hours Sunday.

- 15.02(e) ~~Effective April 1, 2010, After twenty-eight (28) years of service, seven (7) weeks of vacation.~~

~~Effective April 1, 2013, After twenty-five (25) years of service, seven (7) weeks of vacation.~~

## **Letters of Understanding**

Renew all Letters of Understanding **except** Shared Full-Time Position – Twelve (12) Month Trial (LM, GG, RT)

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# Agreed to Items

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The County of Grey (GG/LM/RT) and ONA (Ontario Nurses Association)  
*(from Day 1 Negotiations Feb. 19, 2019)*

## Article 17 – Hours of Work

### 17.01 CURRENT

- (a) The normal tour shall be composed of seven and one-half (7 ) consecutive hours, exclusive of meal time, it being understood that at the change of the tour, there will normally be additional time required for reporting which will be considered to be part of the normal daily tour for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purpose of payment under Article 18.
- (b) There will be two (2) fifteen (15) minute paid rest periods, and one (1) thirty (30) minute unpaid lunch period in each tour. If a nurse is recalled to duty during the meal time or a rest period, equal additional time will be provided later in the tour.
- (c) When a nurse stays on duty for a second subsequent shift, she shall be provided with a meal or payment in lieu of such meal totaling six dollars (\$6.00) if the employer is not able to provide a meal.
- (d) For the purpose of clarity, four (4) hours or less of work equals a part or half tour, while hours of work in excess of four (4) equals a full tour.
- (e) The regular daily tours of duty of a full-time nurse shall average five (5) days per week over the nursing schedule determined by the Employer. ~~Full-time schedules shall be determined by local negotiation.~~

## Article 23 – Duration

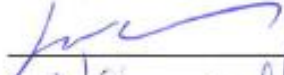
23.01 This Agreement shall be effective from April 1, 2018 for Grey Gables, and shall continue in full force and effect up to and including the 31<sup>st</sup> day of March, 2020. If either party desires to modify or amend this Agreement, it shall give the other party notice in writing not earlier than ninety (90) days before expiry date of its election to do so.

## Appendix 3 – Salary Schedules

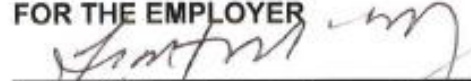
- Effective April 1, 2018, add 1.4% increase to all steps of the current grid.
- Effective April 1, 2019, add 1.75% increase to all steps of the grids effective April 1, 2018.
- All wage grids are in place.

Dated this 24<sup>th</sup> day of MAY, 2019 in the City of Owen Sound, Ontario.

FOR ONA

  
\_\_\_\_\_  
Valley Walker  
\_\_\_\_\_  
Leslie Anne Rasmussen  
\_\_\_\_\_  
Uly. Linn  
\_\_\_\_\_  
Kara Northey  
\_\_\_\_\_

FOR THE EMPLOYER

  
\_\_\_\_\_  
Karen Keays  
\_\_\_\_\_  
Lynne Johnson  
\_\_\_\_\_  
Jennifer Conell  
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