

# **MUNICIPAL PROPERTY ASSESSMENT CORPORATION**

**Union Proposals for the  
renewal  
of the 2000 – 2002  
Collective Agreement  
December 3, 2002**



## UNION PROPOSALS

### A) Employment Security Issues

Where MPAC is unable to fully accommodate all of its current Employees in accordance with Article 13.12 the Union proposes that they be treated in accordance with the terms of the Collective Agreement as modified by the following proposals:

- 1) Amend Article 13.01 to provide that in the event that layoffs become necessary at a workplace location, no regular employee will be laid off while there are still temporary employees on the payroll.
- 2) Amend Article 13.02 (a) to provide that: “The Employer will identify the employee in the same workplace location with the least seniority in the classification having a maximum rate that is the same as the employee’s own classification, provided that the displacing employee has the ability, to perform the basic requirements of the job without training other than the normal orientation and support that is provided to a new employee and provided that the displaced employee has less seniority than that of the displacing employee.
- 3) Amend Art. 13.02 (b) and (c) to provide that displacing employees have “...the ability to perform the basic requirements of the job without training other than the normal orientation and support that is provided to a new employee....”
- 4) Amend Art. 13.11 to provide for employees to receive 6 months notice of layoff, 6 months severance pay and an education allowance of \$2000.00 for each laid off employee.

- 5) Amend Art. 13.14 to provide that: An employee who is laid off and still retains seniority, shall have the right to be recalled to a position in the same “administrative zone” where the employee formerly worked, within the employee’s former classification or a lower classification, provided that the employee has the ability to perform the basic requirements of the job without training other than the normal orientation and support that is provided to a new employee. Should more than one employee have rights under this article to be recalled to the same position, seniority shall govern. Employees may decline recall to a workplace location other than the one from which they were laid off without triggering the provisions of Article 11.03 e). It is understood that where an employee’s former work location no longer exists, the work location closest to the former work location shall be considered the laid off employee’s work location for the purpose of this article.
- 6) New Article 13.14 a) to provide that where an employee has been displaced and a vacancy within their former position and workplace location occurs within 24 months of their displacement, the displaced employee is entitled to be recalled to the position at the same level on the pay grid they were at when they were displaced.. If more than one employee has rights under this Article to be recalled to the same position, seniority shall govern.
- 7) New Article 13.10 a) to provide that notwithstanding considerations under Arts. 13.08, 13.09 and 13.10, where an employee is eligible to retire under factor 80 and wishes to do so, the employer shall, on request by such employee, cause the employee to be laid off. Employees laid off under the provisions of this Article shall have neither displacement nor recall rights.
- 8) Addition to Article 13 to provide that 6 months pay similar to VEO be provided to allow for “bridging “ to their retirement date for people who are laid off.
- 9) The VEO will continue beyond the life of the protocol and will apply to all permanent staff.
- 10) Amend Article 12 and/or 13 to provide that there will be no new hires while there are people on the recall list who could do the job.
- 11) Amend Article 12.01 to provide for exclusive internal advertising of vacancies. Where internal posting does not yield at least 3 candidates then the job may be advertised to external applicants.

- 12) Amend Article 11.03 d) to provide that an employee retains seniority for a period of 24 months while on recall instead of the current 18 months.
- 13) Amend Article 13 to provide that where an employee has bumped into a lower paying classification as a result of layoffs, that employee's salary rate shall be "red circled".
- 14) Amend Article 15 to provide that the Employer shall not require members of the bargaining unit to work overtime while there are people on the recall list who could do the work.

B) Wage Issues

- 1) General Weekly Increase to all steps of all grids in an amount equal to the cost-of-living plus an additional 8% in the first year and an additional 7% in the second year of a two-year contract. One new step added to the top of each grid.
- 2) Delete Article 27.02 (performance based payments)
- 3) Valuation Analyst salary to be at parity with the Customer Service Representative.
- 4) Property Investigators to receive an increase of 10% to all steps on their grid over and above any other increase.
- 5) Data Collection Analyst salary to be at parity with the Customer Service Representative.
- 6) Property Value Clerk, Customer Service Clerk and Municipal Relations Assistant salaries to be at parity with AD 10.
- 7) Statistical Analyst 3 to be at parity with P.A. 5.

C) Benefits Issues

- 1) Renew the letter of understanding on Page 46 of the existing Collective Agreement Re: OPSEU Joint Trusteed Benefit Plan.
- 2) Letter of Understanding on Page 42 of the existing Collective Agreement Re: Post-Retirement Benefits. – Expand benefits entitlement to "lifetime"

from “age 65” for those hired on or after December 31, 1998 and move the provisions of this letter into the Collective Agreement as a new article.

D) Bargaining Unit Issues

- 1) New Article to provide that persons who are not members of the bargaining unit shall not perform work that is normally performed by persons who are members of the bargaining unit.
- 2) Amend Article 9.18 to provide for: up to 50- 1.0 day; 51 to 99- 1.5 days and 100 and over- 2 days
- 3) Amend Article 9.09 to increase 225 days to 300 days and update the dates.
- 4) Amend Articles 8.03 and 9.09 to provide that members of the Negotiating Committee and of the UMC who require leave without pay in order to perform their Union duties will have their wages maintained by the Employer. The Union will reimburse the Employer for all pay during such leaves
- 5) Amend Article 10 to provide for more arbitrators and that mediation/arbitration be the default dispute resolution process.
- 6) Amend article 11.04 to provide for the seniority list to be provided both in hard copy and electronically.
- 7) Amend Article 12 to provide that in assessing applicants for a position the employer will not rely exclusively on the interview and that all of the listed factors will be weighted equally and that seniority shall be the primary factor considered in filling advertised vacancies
- 8) Delete Article 12.08 (non consideration of job applicants within 6 months of a successful vacancy bid)

E) Work/Assignment/Staffing Issues

- 1) In light of Futures, members want to ensure that they do not perform work of a higher classification while being paid at a lower rate. Therefore it is proposed to amend Article 12.05 to provide that: Where an employee is assigned duties normally performed by a higher-rated position on a temporary basis he/she shall be paid the appropriate rate of the higher

position effective the first working day. Where the need is ongoing, the Employer shall create an acting position at the higher classification for a period of at least three months.

- 2) Amend Article 12.04 to reflect that temporary vacancies of up to 6 months need not be advertised (currently 9 months) and that such temporary vacancies may be filled at the discretion of the Employer from amongst the ranks of the bargaining unit. Also amend Article 12.07 to match this change (to 6 months from 9)
- 3) Amend Article 12 to require the posting of contract positions. As was pointed out at our demand set meeting, bargaining unit employees have friends and relatives who might want to work for MPAC .
- 4) New Article 26.25 to provide that a person who has retired from MPAC is prohibited from returning to employment with MPAC.
- 5) New Article 26.26 to provide that the temporary relocation of staff within an administrative zone shall be on a voluntary basis. Where there are an insufficient number of volunteers, assignments for relocation shall be by reverse order of seniority

F) Other Issues

- 1) Amend Article 1.02 by deleting the last sentence: “There are no representations, warranties or conditions that affect the rights of the parties and employees, save and except those specifically set out in this agreement.”
- 2) Amend Article 5.01 by adding Article 14 (Health and Safety), 19.01 (Bereavement Leave), 22 (Pregnancy and Parental Leave) and 26.05 (Human Rights) to the list.
- 3) Amend Article 5.03 to provide that where a Temporary employee has a break in service of 31 days or less that they shall retain any previously accumulated attendance credits.
- 4) New Article 5.08 to provide that where a Temporary Employee is hired into a regular position, their service as a temporary employee shall be credited when calculating the length of their probationary period under Article 11.05.
- 5) Amend Article 14 to provide that the Health and Safety training of bargaining unit members will be provided by the Workers’ Health and Safety Centre.

- 6) Art.14.09 and LoU Pg. 45 – Increase work boot allowance under the Employer’s policy from \$72.50 to \$90.00.
- 7) . Amend Article 15.03 by deleting the last sentence and replacing it with: “With mutual consent, flexible working arrangements may be established
- 8) Amend Article 15.05 to provide that all time worked over 7-1/4 hours in a day and/or 36-1/4 hours per week is to be paid at the rate of time and one half of the employee’s regular hourly rate.. There shall be no split shifts.
- 9) Amend Article 15.07 to provide that employees who perform authorized work on a Saturday be paid at time and one half of their regular hourly rate.”
- 10) Amend Article 16.01 by deleting the last sentence.
- 11) Amend Article 16.04 to increase the per Km rate to 38 cents in Southern Ontario and 45 cents for Northern Ontario.
- 12) New Article 16.05 to provide for employees to be provided a free parking space at or near their place of employment.
- 13) Amend Article 22 to reflect new standards, EI top up to be expanded to match EI time frames.
- 14) Amend Article 24.01- Vacations to provide for:
  - a) During the first 5 years of service the employee shall receive 15 days vacation and vacation pay (1.25 days per month)
  - b) After the first 5 years of service the employee shall receive 20 days vacation and vacation pay (1.67 days per month)
  - c) After 13 years of service the employee shall receive 25 days vacation and vacation pay (2.08 days per month)
  - d) After 20 years of service the employee shall receive 30 days vacation and vacation pay (2.50 days per month)
  - e) After 26 years of service the employee shall receive 35 days vacation and vacation pay (2.0925 days per month)

Vacation credits are advanced to the employee on January 1 of each year. In the event of separation for any cause, an employee is required to reimburse the Employer for any vacation time taken but not earned.

- 15) New Article 26.03 a) to provide: Leave of absence for personal reasons, religious leave and special leave in extenuating personal circumstances may be granted at the discretion of the Employer without loss of pay and such requests shall not be unreasonably denied.
- 16) New article to provide: Educational courses that are a benefit to the Corporation and an employee's career development will be fully reimbursed. This includes all job-related courses that are a benefit to the Employer and to the professional designation of the employee.
- 17) The Union wishes to discuss methods that might be employed to accommodate transfers from customer service to property values and from clerk to PI as well. (P. D. opportunities)

G) Housekeeping Issues

- 1) Amend Article 5.06 to remove the words "after the date of ratification".
- 2) Amend Article 7.01 by replacing the second sentence with: "Deduction shall begin with the pay period nearest to the employee's date of hire".
- 3) Clarify Article 11.05 by adding the word "new" between "all" and "employees".
- 4) Move Article 25.12 Short Term Sick Leave to Article 26 General and add the requirement of 15 days to qualify for sick leave.
- 5) Delete letters on pgs. 38, 43, 50 & 52
- 6) Move the letter on page 40 into Article 5
- 7) Delete redundant clauses in Articles 24.01, 25.05 and 25.06.
- 8) Delete the notes to the wage schedule #1,2 &3.

OPSEU reserves the right to amend or withdraw any of these proposals throughout the negotiation process. E&OE.