

**OPS BARGAINING 2004-05
Union Proposals for Renewal of the Collective Agreement
Expiring December 31, 2004**

OPSEU has stated its position on the value of public services in hundreds of forums over the past number of years. In past negotiations we have reiterated this principle. Premier McGuinty made a statement to this effect when he was first elected. This round of negotiations is an appropriate venue for the parties to address the viability of public services, to explore how best to provide better services to the public and to reinforce the concept that this government values the work of our members.

All principles set forth in the Union's bargaining agenda, an agenda determined by our membership, are intended to support the basic assumption that direct government employees are the most effective entity of the provincial government by which to deliver the quality public services that the citizens of Ontario require and demand.

The Union proposes to renew the collective agreement, including all the current letters, appendices and addendums, with the changes listed below. Unless otherwise specified, each proposal that applies to Full-Time Classified staff also applies to the parallel article covering Regular Part Time Classified staff. The Union reserves the right to table additional proposals during the course of negotiations.

We have not tabled specific language in that we firmly believe that the concept should be agreed to prior to turning our energies to capture the accord in contract language.

Central Proposals

1. Benefit Issues:

Provide payment for the Ontario Health Premium. Remove dental and drug deductibles. Provide a drug card, improve paramedical coverage and vision care, dental care, chronic illness care and semi-private hospital care. Improve access to Long Term Disability provision. The Union will table specific amendments after a full discussion on their interests relative to benefit coverage.

2. Pension Issues:

The OPSEU Pension Plan must provide continued access to early retirement provisions, such as Factor 80, and the union wishes to explore other improvements to the plan.

3. Job Security Issues:

The employer is asked to table the details on how they will effect horizontality of public service delivery and in sourcing of existing staff. Upon tabling the details on horizontality and in sourcing, we would ask that they table their demands in respect to the how to accomplish these initiatives. We reserve the right to table any additional demands we deem appropriate once these plans have been made known to us.

We propose an absolute prohibition on the privatization, divestment, public sector transfers of work, and contracting out of bargaining unit work.

We propose reinstatement of Successor Rights for all members of the OPSEU bargaining unit.

4. Family Issues:

Discuss contract rights that afford workers with some ability to balance work demands with family obligations and other challenges outside the workplace.

5. Unclassified stability/transition issues:

We propose improvements to the conversion language in terms of the time to qualify for conversion, the access of “part time” employees to conversion as well as the accounting of all hours towards conversion. The parties should consider the principles in the Ministry of the Attorney General Pilot Project under Appendix 25 in regards to improvements for part time unclassified employees.

Seniority rights of unclassified staff and the percentage in lieu of benefits payment must be improved. Scheduling issues need to be addressed. In addition unclassified employees must have entitlements to bank credits and the right to take as lieu time. All unclassified employees need access to other provisions of the classified agreement such as job posting, health and safety, bereavement, compassionate and union leaves.

Seasonal employees should have rights based on seniority to access work outside their normal season of employment. Student compensation must be increased and those who are performing similar work to classified or unclassified positions must receive the same rate of pay.

6. Pay Equity and Classification System Issues:

The parties need to conduct an extensive review of the current Pay Equity Plan and the collective agreement to ensure its compliance with the legislation. The existing job evaluation system needs to be replaced with a system that reflects and fairly compensates the various levels of work employees perform now and in the future. The backlog of existing classification grievances must be addressed.

7. Vacation and Religious Observance Issues:

Enhance the current vacation leave entitlements.
Give recognition to religious observance days for all employees.

8. Health and Safety Issues:

Standardize safety shoe allowances and the provision of personal protective equipment for all employees.

9. Bargaining Unit Integrity/Work Jurisdiction Issues:

Eliminate all usage of consultants, temporary help agencies and/or any other type of Alternative Service Delivery.

Amend the recognition clause(s) for all of the bargaining units to reflect the content of the Orders in Council on those bargaining units dated February 3, 1994.

Discuss the issue of work jurisdiction and the preservation of the work of this bargaining unit, including how new levels of work will be addressed.

10. Career Advancement Issues:

The employer is asked to table their plans to address the training and development deficiencies identified by the Provincial Auditor. This may be a category issue, parties to determine. We reserve the right to table additional demands once these plans have been made known to us.

Amend the posting provisions to ensure that internal candidates are considered for vacancies prior to any external applicants and that all positions are posted. All temporary assignments must be posted and the language should be improved.

11. Kilometric Rate Issue:

Provide a contract provision that would monitor the cost of operating a vehicle and rates would be adjusted within the term of the contract based on a prescribed formula.

12. Union Leave Issues:

Amend the provisions to reflect the needs of OPSEU and our obligation to provide representation to our membership.

13. Enforcement and Renewal Activity

Discuss the next logical steps that will ensure that the existing enforcement and renewal Committees promote our mutual interest to improve labour relations and address the issues that arise during the life of the collective agreement.

14. Appendices

Housekeeping amendments to Appendices 1 and 2 are required. Delete Appendix 16 on Pay for Performance and Appendix 20 on Pensions.

15. Term

To be determined.

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Unified Team Proposals

1. General wage increase that addresses the losses to inflation, settlement trends, the appropriate value of the work performed and any other relevant criterion that may be advanced by OPSEU. Any wage increases negotiated shall also be applied to LTIP recipients.
2. Convert the max plus merit to a step on the grid and provide that all employees automatically progress on all steps.
3. Provide more flexible work arrangements for employees who desire them, with the Union's agreement, and eliminate Schedule 6 transferring all employees to another appropriate schedule. Increase shift premiums.
4. Increase and standardize meal allowance.
5. The Auditor made various references to workload issues in his report. The employer is asked to advise OPSEU as to how it plans on addressing these matters and what language they would propose for inclusion in the collective agreement. The Union reserves the right to table any additional proposals it deems appropriate once the employer's plans are known.
6. OPSEU will be tabling specific special case adjustments. Also negotiate new wage rates for the new class standard for Air and Land Ambulance Dispatch. The employer is asked to table the results of the review of the Scientist related class standards (UN7) and negotiate new wage rates.

7. Delete Appendix UN4 – Schedule 5 employees. Appendix UN7 – Place point #1 and OCWA table in General notes and allowances and delete the remainder of the Appendix once the employer confirms their compliance with the undertakings in this appendix.

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