

PROPOSED UNION DEMANDS

Submitted by Provincial Committees and Staff

INTRODUCTION

The following proposals have not been prioritized, as the current procedures do not require this. They are simply listed by article number. This section flows from Article 3.2.1 of the Negotiating Procedures, which states:

3.2.1. At least twelve months before the contract expires, OPSEU provincial committees and staff shall provide their written input, to the Research unit, on issues needing resolution in the upcoming round of bargaining.

Abbreviations used are:

PWC -	Provincial Women's Committee
PHRC -	Provincial Human Rights Committee
CERC -	Central Enforcement and Renewal Committee
MERC -	Ministry Employee Relations Committee
JESS -	Joint Employment Stability Subcommittee
JSSC -	Joint System Subcommittee
JIBRC -	Joint Insurance Benefits Review Committee
RMD -	Retired Members Division

CENTRAL ISSUES

Article 1 – Recognition

a) Stronger recognition clause that clearly identifies the work that we actually do (Article 1).

D. Rapaport, 2nd V-P

b) A clause providing for early disclosure to the Union of the content of new job descriptions prior to them being posted, a guarantee that work traditionally performed by the bargaining unit remain within the bargaining unit and an expedited binding adjudication process to deal with jurisdictional disputes.

*Laurie Chapman
A/Supervisor, Contract Enforcement Unit*

Article 3 – No Discrimination / Employment Equity

NEW - Harassment

Language around bullying/psychological harassment.

Provincial Women's Committee (PWC)

Article 6 - Posting and Filling of Vacancies or New Positions

a) 6.1.2 Lost at GSB the issue about filling vacancy from other competition that was outside a limited area of search. Add language to make it more restrictive when applied.

R. Delaquis, on behalf of CERC

b) 6.1.2 Delete this article.

R. Delaquis, MERC Chair - MOE

Article 6 - Posting and Filling of Vacancies or New Positions (Cont'd.)

c) 6.6.1 Lateral transfers, maintain article and expand to include "similar position". Also when using this article relocation cost should be provided, current status is discriminatory.

R. Delaquis, on behalf of CERC

NEW - Restrictions on backfilling-we have positions being advertised for backfilling for up to 2 years -this is excessive; also have jobs advertised as backfill or contract-management should have to advertise as one or the other not either-or.

N. Trowell, MERC Chair, NDM

NEW - Job Competitions

AMAPCEO has ability to compete on jobs beyond 125 km. if applicant does not want to qualify for moving expenses.

N. Trowell, MERC Chair, NDM

NEW - Job Competitions

Concern about the "Expression of Interest" procedure used in specifically our Ministry; no reasons are given why one person might get the position leading many to speculate that the manager is pre-choosing the employee they want by allowing them to gain experience in position under the "Expression of Interest" and then will be shoo-in when job goes to competition. Recommend -not allow Expression of interest.

N. Trowell, MERC Chair, NDM

Article 8 – Temporary Assignments

8.6.3 Delete the article. This article is caused for concern in providing preferential selection of individuals.

R. Delaquis, on behalf of CERC

Article 9 – Health and Safety

NEW - PRECAUTIONARY PRINCIPLE

(A) In making decisions which affect occupational health and safety, the employer will use as its guiding principle, the precautionary principle that reasonable efforts to reduce risk need not await scientific certainty.

(B) The employer will use the precautionary principle in all relevant health and safety related operational policies, measures, procedures, plans, programs, standards, directions and training. These shall be developed and annually reviewed in consultation with the joint health and safety committee.

(C) The parties will incorporate the precautionary principle in their Joint Health and Safety Committee terms of reference.

Health & Safety Unit, Head Office

NEW - SCENT AWARENESS POLICIES

The Employer, in consultation with the Joint Health and Safety Committee (JHSC) or Health and Safety Representative, shall develop awareness policies regarding fragrances and other scented products in the workplace.

Health & Safety Unit, Head Office

NEW - Include acts of racism, sexism, ablism and homophobia under Health and Safety.

Provincial Women's Committee

NEW - Apparel & Dry Cleaning

Have the Employer provide shoes (the cost) for staff requiring to where uniforms, gowns, et cetera. The Employer should also pay for ALL dry cleaning expenses.

J. Weber, MERC Chair - MAG

Article 10 - Work Arrangements

a) Compressed Work Weeks

MAG always says "no". Language in the CA needs to say "will" and not "may".

J. Weber, MERC Chair, MAG

b) Job Sharing

10.2 A model should be incorporated in the CA based on the one developed by the JSU. Language to indicate that if the position is displaced the most senior of the two who occupy the position must have less seniority than the member displacing. If displacement occurs, the two members being displaced will be considered as full time for the purposes of article 20.

R. Delaquis, on behalf of CERC

JOB SHARING MODEL AGREEMENT

BETWEEN: THE MINISTRY OF _____

AND: THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(AND ITS LOCAL _____)

This job sharing agreement is made in accordance with Article 16 (Local and Ministry Negotiations) and Article 10 (Work Arrangements) of the Collective Agreement on Working Conditions and Employee Benefits, between the Ontario Public Service Employees Union and the Crown in right, of Ontario represented by Management Board Secretariat.

The terms of this Agreement are governed by Articles 10.2 to 10.11 to the Collective Agreement. (If a model is included in the next OPS collective agreement, this paragraph should either be deleted or amended.)

Article 1- Work Unit and Employees Covered

- 1.1 Detailed and specific description of work unit and employees covered (e.g. name, position and classification of position being shared).**
- 1.2 Employees who voluntarily participate in a job sharing arrangement must share the same classification.**

Article 2 – Hours of Work

- 2.1 Detailed description including position schedule, hours of work, and division of hours and duties with an attached schedule where appropriate.**
- 2.2 The sharing of hours of work shall be determined by the parties to this agreement, but in no case shall one employee work less than fourteen (14) hours per week.**
- 2.3 The calculation of hours used for the allocation of work share shall be based on 1885 hours per annum for a 36.25 hour week and 2080 hours per annum for a 40 hour week.**

Article 3 – Benefits and Salary

- 3.1 Employees in this job sharing arrangement shall be accorded the Working Conditions and Employee Benefits contained in Part A and B of the Collective Agreement. However, where applicable, they shall be pro-rated in accordance with the employee's hours of work. In particular, Articles 18, 19, 20 and Appendices 9, 18 and any other employment stability provisions shall apply as for other classified employees working full-time.**
- 3.2 Part C of the Collective Agreement will be used to provide administrative direction for the applicable pro-rating of the working conditions and benefits, and Article 57.1 for the purposes of calculating a basic hourly rate.**

- 3.3 *Continuous service for each partner for the purpose of redeployment will be pro-rated as if they are part-time employees as defined in Article 18.2 of the Collective Agreement.*

Article 4 – Coverage for Partner’s Absence

- 4.1 *If one of the partners is absent, the remaining partner will be given the opportunity on a voluntary basis to perform the absent partners work. There will be no mandatory requirement placed on the partner to cover the absence.*
- 4.2 *Should the partner elect to voluntarily cover the absence, the employee will be paid for additional hours worked at straight time until the regular weekly class schedule hours of the full-time position (36¼ or 40 hours) is reached.*

Article 5 – Overtime

- 5.1 *Authorized periods of work in excess of the regular weekly class schedule hours of the full-time position 36¼ or 40 hours) will be compensated for in accordance with Article 8 Overtime of the _____ Bargaining Unit Collective Agreement.*

Article 6 – Statutory Holidays

- 6.1 *Entitlement to the eleven (11) statutory holidays shall be in accordance with the pro-rated formula for hours of work in Article 2.1 herein.*
- 6.2 *When a job share participant works on a statutory holiday, in addition to any compensation to which they may be entitled under 6.1 above, the employee shall be paid as per Article 47 / 73 – Holiday Payment of the _____ Bargaining Unit Collective Agreement.*

Article 7 – Termination

- 7.1 *In the event that one employee in the job sharing arrangement leaves that arrangement on a permanent basis for any reason the remaining employee would first be offered the opportunity to assume the position on a full-time basis.*
- 7.2 *If the remaining employee declines the full-time opportunity, the position may be posted and advertised as a job sharing vacancy, subject to the provisions of this agreement.*
- 7.3 *Failing successful filling of the job sharing position, the remaining employee shall be offered a further opportunity to assume the position on a full-time basis.*
- 7.4 *If the remaining employee still declines this opportunity, the position would continue to exist as full-time position and the Employer may fill the balance of the hours through temporary measures, if required.*
- 7.5 *All full-time classified employees entering a job share arrangement will be provided a one (1) year trial period.*

Article 8 – Term

8.1 This job sharing agreement shall be in effect for one year and will be effective from the (day) of (month), 20__ to the (day) of (month), 20__.

8.2 At the conclusion of this year, unless otherwise indicated by the signatories to this agreement, the job sharing arrangement will become permanent and the vacated classified position will then be posted as per Article 6 of the Collective Agreement.

8.3 Within the first year this agreement may be terminated with four weeks notice and the sharers will return to their respective positions.

DATED THIS _____ DAY OF _____, 20_____.

FOR OPSEU

FOR THE MINISTRY OF

Sharer #1

Sharer #2

Local President

Staff Rep

Job Security Officer

OPS Supervisor

OPSEU President

S. Harper, Job Security Officer

d) Job Trading

Expand to include cross ministry, also need central and OPSEU registry.

R. Delaquis, on behalf of CERC

Article 20 – Employment Stability

Minimum qualified versus qualified.

Conditional assignment make it available after 2 months and not 3 months after; and should be done in parallel with direct assignments searches.

Recall rights; language that reflects the Explanatory notes that you get to apply for positions for 24 months; retain relative seniority for competition selection.

VEO should apply to cross ministries (DS individuals would benefit from that at this time).

Employee Portfolios; mandatory language to have one completed when facing a layoff.

R. Delaquis, on behalf of CERC

NEW - Contracting Out

We need language forbidding the contracting-out of our work.

D. Rapaport, 2nd V-P

Article 22 – Grievance Procedure

22.2.1 Add “employee is entitled to Union representation at this stage if they so choose.”

R. Delaquis, on behalf of CERC

Article 23 – Leave – Union Activities

To include MERC Chairs or designee of the respective committee.

R. Delaquis, on behalf of CERC

Article 25 – Leave – Special

NEW - Language that would allow for time off for counseling or other related appointments for women who are experiencing violence.

Provincial Women’s Committee (PWC)

Article 25 – Leave – Special

NEW - Language to cover paid leave for women who have to leave a violent relationships and must stay in a shelter out of town (or for any reason that they are not able to be at work because of the violence).

Provincial Women's Committee (PWC)

Article 31 – Unclassified Employees

a) After 4 months of employment, unclassified employees can opt in benefits package of Seasonal employees (Article 32.8 to 32.11.2). This would include improved life insurance coverage as suggested above.

Joint Insurance Benefits Review (JIBRC) Committee

b) 31A 7.1 Increase payment in lieu of benefits from 6% to 8%.

JIBRC Committee

c) 31A.15.1.2 Takes precedent over article 20 at time of conversion. It should not take precedent over an employee being surplus. Need to make it subservient to article 20. The position needs to be cleared first before.

R. Delaquis, on behalf of CERC

NEW - Unclassified Employees

Add new article to 31A and Article 33 – provide life insurance coverage based Article 65.2 and request the employer pay 100% of the premium with the ability to convert on termination to maximum insured amount (\$5000 or equivalent to 100% of the annual salary which is ever is greater).

JIBRC Committee

Articles 35 to 53 – Employee Benefits for Full-Time Civil Servants

No decrease in benefit package.

M. Alloj, Chair, RMD

Article 37 – Basic Life Insurance

37.4 Increase basic life insurance to \$4000.

M. Alloi, Chair, RMD

Article 39 - Supplementary Health and Hospital Insurance

a) 39.2.1 Increase hospital bed coverage to 100% (currently there is a cap of \$120/day) Articles 39.2.1 and 67.2.1.

M. Gillespie, Benefits Counsellor

b) 39.2.1 Remove deductible of \$3.00 per prescription.

M. Alloi, Chair, RMD

c) 39.2.1 Increase Hospital coverage.

M. Alloi, Chair, RMD

d) 39.2.1 Allow coverage to include serums and vaccines. Suggested language would add to end of first line: also includes serums and vaccines. This will ensure injectibles are covered (i.e. prescribed injections from a pharmacy even if administered in the hospital) Remove \$3.00 deductible for drugs (also see 39.2.1.2 subsection 4) Allow semi-private coverage. (Delete phrase “to a maximum of \$120 per day and above the cost of standard ware care.)

JIBRC Committee

e) 39.2.2 Allow coverage for chronic care facilities for everyone and raise the amount to \$50.00 per day.

JIBRC Committee

f) 39.2.5 Raise all paramedical to \$35.00 per visit and up to \$1400 per practitioner. Add acupuncturist to paramedical list. Remove phrase “following OHIP”. Raise speech therapist to \$40.00 half hour to a maximum of \$1500.

JIBRC Committee

Article 39 - Supplementary Health and Hospital Insurance (Cont'd.)

g) 39.2.6 39.2.6 Raise psychologist and MSW to \$40.00 per half hour to a maximum of \$1500.

JIBRC Committee

h) 39.3 Increase coverage for glasses.

M. Alloi, Chair, RMD

i) 39.3 Remove vision deductibles.
Take vision and hearing aid to 100% premium coverage employer
\$1200 per ear per 4 years

JIBRC Committee

NEW- Durable Medical clause, e.g., "In the absence of specific provisions in a contract, the following criteria may be used to define durable medical equipment as a device which:

- 1) is able to withstand repeated use;
- 2) is appropriate for use in a patient's home;
- 3) is deemed to be usual and customary treatment of a sickness or injury; and
- 4) is primarily used to serve a medical purpose."

(Note: New but fits with Articles 39 and 67)

M. Gillespie, Benefits Counsellor

NEW - Cover over counter drugs when prescribed by doctor.

M. Alloi, Chair, RMD

NEW - If a doctor subscribes assisted devices for quality of life and or the necessity of life these should be covered (motorized scooters).

M. Alloi, Chair, RMD

NEW - Increase eye coverage - example glaucoma tests.

M. Alloi, Chair, RMD

Article 40 – Dental Plan

- a) 40.1.1 Remove deductible of \$100 from dental plan.

M. Alloi, Chair, RMD

- b) 40.1.1 Remove \$100 Yearly Dental deductible.

JIBRC Committee

- c) 40.1.2 Pay on current Ontario Dental Fee Guide and remove all lags.

JIBRC Committee

- d) 40.3 Increase restorative care to \$1500.

JIBRC Committee

- e) 40.4 Eligibility commences after one month of continuous service.

JIBRC Committee

Article 41 - Workplace Safety and Insurance

41.4 While on WSIB should include pension payments to match LTIP language under Article 42.3.

JIBRC Committee

Article 46 - Vacations and Vacation Credits

Remove the phase “pre-retirement”.

JIBRC Committee

Article 42 – Long Term Income Protection

42.2.1 Change to 66 2/3% of the employee's salary at the first date eligible for LTIP including any retroactive salary adjustment to which the employer is entitled.

JIBRC Committee

Article 47 – Holidays

Include Family Day under holiday for all members.

JIBRC Committee

Article 51 – Parental Leave

Extend top up to cover all time that the individual is in receipt of EI benefits. Articles 51 and 77.

M. Gillespie, Benefits Counsellor

Article 67 - Part Time Supplemental Health

Amend Article 67.1.1 and 68.4 that the Employer pay at least 50% of premiums for all RPTs and if RPTs are working at least 60%, the employer will pay the full premium.

JIBRC Committee

Articles 65 - Part Time Benefits

Any upgrades for full timers should apply to RPTs (Article 65 -71).

JIBRC Committee

Appendix 4 - Joint Insurance Benefits Review Committee

Access to funding documents with insurance company and updated insurance contracts.

JIBRC Committee

Appendix 5 - Release of Information - Insured Benefits Appeal

Update Ministry

JIBRC Committee

Appendix 9 - Employment Stability

Factor 80 pension; available to all members on an ongoing basis.

R. Delaquis, on behalf of CERC

Appendix 9 and 18 - Employment Stability

Severance Package

The Union could proactively approach the table with the following on their plate: the severance “package” of 1 week salary per year of service up to 26 years, which is issued to retiring / departing staff, NOT be limited to 26 years but be extended to the actual years of service. This could:

- encourage retention of staff, particularly where needed;
- be in line with the Federal Government “compensation”, which our politicians are so quick to use when asking for pay raises;
- help compensate, in many cases, for salaries that have not kept up with inflation or various markets; and
- at least put the Union in a position of being able to take something off the table, in exchange for an even better item.

N. Trowell, MERC Chair, NDM

NEW - Pensions

Open pension buybacks (i.e., eliminate the limiting window of 24 months) while keeping payroll deduction.

M. Gillespie, Benefits Counsellor

Appendix 18 (2.1) - OPSEU Pension Trust

Change the OPSEU Pension Trust plan text to allow for wider participation by employers in the BPS, particularly for agencies/employers that are receiving OPS divestments. We should also bargain for grandparenting provisions for all divested OPS employees.

D. Rapaport, 2nd V-P

Appendix 24 - Letter of Understanding – Seniority for Unclassified Employees in Correctional Institutions

Expand to apply to all members, also clarify the application of the language.

R. Delaquis, on behalf of CERC

Appendix 30 - Letter of Understanding - Workload Issues

Workload issues are a serious problem in the Ministry as well as the Employer running the operations very lean. More staff and lessen workloads is a priority.

J. Weber, MERC Chair, MAG

Appendix 32- Letter of Understanding – Court Support Services

NEW - Flex Employees

Include what has been ratified into the C.A.

JIBRC Committee

NEW - Classifications is the concern I hear mostly from all of my members. Individuals in Corporate, Courts, Family and Legal are all very under classified. These people need to be paid appropriately for the work they perform daily.

J. Weber, MERC Chair - MAG

NEW - Scheduling practices in the Courts. The Flexible Part-Time workers need scheduling language to protect them from changes in their schedule, no notice, and working seven days a week with no premium payment compensations.

J. Weber, MERC Chair - MAG

Appendix 32- Letter of Understanding – Court Support Services (Cont'd.)

NEW - The use of unclassified staff in the Courts is another issue members / FPT's are concerned with. FPT's are concerned that unclassifieds are receiving preferential treatment.

J. Weber, MERC Chair - MAG

NEW - Provide appropriate desk space, computers and room for all Court Support staff a.k.a. Flexible Part-Time Staff.

J. Weber, MERC Chair - MAG

NEW - Retirement Provisions

Review for Mandatory Retirement provisions

JIBRC Committee

NEW - Professional Fees

Professional fees to be paid by employer for positions that require it.

R. Delaquis, MERC Chair - MOE

UNIFIED BARGAINING UNIT ISSUES

UN 1 – Recognition

a) Stronger recognition clause that clearly identifies the work that we actually do (Article 1).

D. Rapaport, 2nd V-P

b) A clause providing for early disclosure to the Union of the content of new job descriptions prior to them being posted, a guarantee that work traditionally performed by the bargaining unit remain within the bargaining unit and an expedited binding adjudication process to deal with jurisdictional disputes.

*Laurie Chapman
A/Supervisor, Contract Enforcement Unit*

UN 5 - Compressed Work Week Arrangements

Compression Work Week Agreement; the minimum choice of cycle to be set at 2 weeks without any qualifiers.

R. Delaquis, MERC Chair - MOE

UN 10 and UN 11 - Stand-By Time and On-Call Duty

Amend the language to make it different than the current jurisprudence; for the on call language, the wording "reasonable" needs to be specified; the carrying of electronic devices to receive calls, needs to be defined in the proper type of duty.

R. Delaquis, MERC Chair - MOE

UN 12 - Meal Allowance

The daily meal per Diem is to be an allowance and not subject to receipts; Receipts only required when claims exceed the set meal per Diem.

R. Delaquis, MERC Chair - MOE

UN 12.1.1 - Meal Allowance

Increase Meal allowances from \$6.00 to at least \$25.00.

R. Delaquis, MERC Chair - MOE

CORRECTIONAL BARGAINING UNIT ISSUES

COR 1 – Recognition

a) Stronger recognition clause that clearly identifies the work that we actually do (Article 1).

D. Rapaport, 2nd V-P

b) A clause providing for early disclosure to the Union of the content of new job descriptions prior to them being posted, a guarantee that work traditionally performed by the bargaining unit remain within the bargaining unit and an expedited binding adjudication process to deal with jurisdictional disputes.

*Laurie Chapman
A/Supervisor, Contract Enforcement Unit*

NEW - Early Retirement

Letter of Understanding: Early Retirement for Public Safety Occupations (corrections officers)

a. That the parties shall direct OPTrust within 60 days of the ratification of the collective agreement to undertake a feasibility study of the full range and cost of early retirement options available including funding implications;

b. That the OPTrust report of the above study shall be made available to the parties no latter than one year prior to the expiry of the collective agreement.

M. Gillespie, Benefits Counsellor

NEW - Pensions

Consideration of early retirement options and the higher 2.33 accrual rate for public safety occupations, specifically Correctional Officers, in keeping with the Federal changes.

S. Harper, Job Security Officer