

**PROPOSAL OF THE GOVERNMENT OF ONTARIO
CENTRAL TABLE
FEBRUARY 14TH, 2002**

Term of Agreement

Three years – expiring December 31, 2004.

Bereavement Leave

Article 31.10 BEREAVEMENT LEAVE

31.10.1 An employee who is scheduled to work more than twenty-four (24) hours during a week and who would otherwise have been at work, shall be allowed up to three (3) days of leave of absence with pay in the event of the death of his or her spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, ward, ~~or~~ guardian, **stepson, step-daughter, stepmother, stepfather or same-sex spouse**. However, in the event of the death of his or her sister-in-law, son-in-law, daughter-in-law, brother-in-law, grandparent, ~~or~~ grandchild, **step-grandparent or step-grandchild** he or she shall be allowed only one (1) day's leave of absence with pay.

Article 32.15 BEREAVEMENT LEAVE

32.15.1 A seasonal employee who would otherwise have been at work shall be allowed up to three (3) days leave of absence with pay in the event of the death of his or her spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, ~~or~~ guardian, **stepson, step-daughter, stepmother, stepfather, step-grandparent, step-grandchild or same-sex spouse**.

Article 48 BEREAVEMENT LEAVE

48.1.1 An employee shall be allowed up to three (3) days' leave of absence with pay in the event of the death of his or her spouse, mother, father, mother-in-law, father-in-law, son, daughter, stepson, step-daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, ~~or~~ guardian, **stepmother, stepfather, step-grandparent, step-grandchild or same-sex spouse**.

Article 74 BEREAVEMENT LEAVE

74.1 An employee shall be allowed up to three (3) consecutive calendar days' leave of absence with pay in the event of the death of his or her spouse, mother, father, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, ~~or~~ guardian, **stepmother, stepfather, step-grandparent, step-grandchild or same-sex spouse**.

Article 13 – Kilometric Rates

If an employee is required to use his or her own automobile on the Employer's business the following rates shall be paid effective **April 1, 2001**:

<u>Kilometres Driven</u>	<u>Southern Ontario</u>	<u>Northern Ontario</u>
0 - 4,000 km	30 33.75 ¢/km	30.5 34.25 ¢/km
4,001 - 10,700 km	26 29.25 ¢/km	26.5 29.75 ¢/km
10,701 - 24,000 km	22 24.75 ¢/km	22.5 25.25 ¢/km
over 24,000 km	18 20.25 ¢/km	19.0 21.25 ¢/km.

LTIP

It is agreed to apply any generally-negotiated wage increase to LTIP recipients, subject to agreement on appropriate revisions to language of article 42.2.1(d).

Student Wage Rates

The Employer proposes amending certain wage rates for students, as follows:

a.	OPS (Except GTA)	GTA
	Level 1	\$6.85
	Level 2	\$8.50
b.	First Year Law Student	\$16.40
	Second Year Law Student	\$18.40

Reasonable Efforts

The Employer withdraws its proposal to eliminate the requirement to allow employees to elect to be included in a Request for Proposal (RFP).

Benefits

The cost to the taxpayers of providing employee benefits is escalating at a rate that is unacceptable. Without any change to the current level of benefits, the cost of providing health and dental benefits to OPSEU - represented employees is expected to double within 5 years.

The Employer wishes to ensure that costs are controlled, without impacting significantly on the benefit coverage for employees. This can be accomplished by the utilization of “caps” and other limits on certain specific coverages. The Employer wishes to explore these and other methods of controlling costs.

The Employer proposes to reconfigure the benefit program by improving certain benefits while implementing cost control limits to prevent doubling of benefit costs over the next four to five years. If this is accepted in principle, the details will be worked out with the Union.

Pay for Performance

The Employer withdraws its original proposal to eliminate merit increases, and instead proposes to maintain the existing merit system without change. The Employer proposes to add a pool of money equal to .5% of payroll available to those at the maximum step based on a 're-earnable lump sum' pay for performance scheme. If this is accepted in principle, the details will be worked out with the Union.

Pensions

The Employer withdraws its proposal to remove the ten-year amortization provision under which employees are entitled to buy back service.

The Employer withdraws its proposal to discuss the potential introduction of an optional defined contribution plan.

The Employer maintains its proposals to restrict the ability to purchase benefit enhancements without the agreement of both parties; the crediting of future Employer service costs associated with benefit improvements; and the arbitrability of pension issues before the Grievance Settlement Board.

The Employer proposes to clarify that the term "for the benefit of plan members" in s. 56 of the Sponsorship Agreement shall be deemed not to include any benefit enhancement that is a negotiable term or condition of employment. For greater certainty, it shall be deemed not to include the terms and conditions of any early retirement program. The Employer also wishes to ensure that where any permanent benefit improvement is approved under s.56 of the Sponsorship Agreement, the Employer will be credited against any future employer service costs associated with the benefit improvement.

The Employer wishes to clarify that, while pension issues are bargainable, the Sponsorship Agreement, the Pension Plan, the Trust Agreement, and any other ancillary documents concerning the Pension Plan do not form part of the Collective Agreement.

Factor 80

The Employer proposes to extend Factor 80 for surplus employees to the date of expiry of the collective agreement. This means renewal of Appendix 17, with necessary date changes.

Posting and Filling of Vacancies

The Employer proposes to replace Article 6.3.2, 6.3.3, and 6.3.4 with renewal of the Memorandum of Agreement on Equal Opportunity dated November 27, 2000, with some consequential amendments.

JOB POSTINGS:

Amend Article 6.1.2 to read as follows:

6.1.2 Notwithstanding Article 6.1.1 above, the Employer may hire qualified candidates who previously applied for a similar vacancy or new position provided that a competition was held during the previous twelve (12) months. The Employer in these circumstances, is not required to post or advertise the vacancy or new position. Where the Employer uses this provision, it shall notify the Local Union President where the vacancy or new position exists, ten (10) working days prior to filling the vacancy or new position.

ARTICLE 8

Add the following Article 8.6.3 (New):

8.6.3. Where a vacancy as described in Article 8.6.1. has been filled pursuant to Article 6 (Posting and Filling of Vacancies or New Positions) and the incumbent has filled the position for at least 18 months, the Employer may assign him or her to the position on a permanent basis and Article 6 (Posting and Filling of Vacancies or New Positions) does not apply.

ARTICLE 6 and 56

Article 6.1.1

When a vacancy occurs in the Classified Service for a bargaining unit position or a new classified position is created in the bargaining unit, it shall be advertised for at least ten (10) working days prior to the established closing date. ~~All OPSEU bargaining unit applications will be acknowledged, where the applicant has identified himself or herself as an employee in the OPSEU bargaining unit.~~ Where practicable, notices of vacancies shall be posted either electronically or on bulletin boards and, upon request, shall be provided in large-sized print or braille where the posting location has the capacity to do so.

Article 56.1.1

Effective March 16, 1987, when a vacancy occurs in the Classified Service for a regular part-time position in the bargaining unit or a new regular part-time classified position is created in the bargaining unit, it shall be advertised for at least ten (10) working days prior to the established closing date. ~~All OPSEU bargaining unit applications will be acknowledged, where the applicant has identified himself or herself as an employee in the OPSEU bargaining unit.~~ Where practicable, notices of vacancies shall be posted either electronically or on bulletin boards and, upon request, shall be provided in large-sized print or braille where the posting location has the capacity to do so.

Article 31.15 – Conversion of Unclassified Positions to Classified Positions

Add the following Article 31.15.3 (New):

31.15.3 For the purpose of Article 31.15.1, it is understood that the term “same work” does not refer to unrelated work assignments, but is intended to refer to the performance of essentially the same work assignment.

Term Classified

ARTICLE 31A - TERM CLASSIFIED EMPLOYEES (NEW)

31A.1 Articles 31A.1 to 31A.10 apply to term classified employees appointed under section 7.1 of the *Public Service Act*.

31A.2 Except as provided in this Article 31A, the following provisions of the Central Collective Agreement apply to full-time term classified employees: 1, 2, 3, 4, 5, 6, 9, 10.1, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25.1, 26, 27, 28, 29, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 79 and 80. Except as provided in this Article 31A, the following provisions of the Central Collective Agreement apply to regular part-time term classified employees: 55.1 (except

the incorporation therein of Articles 8, 19 and 25.2), 56, 57, 58, 59, 60, 61, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 79 and 80.

- 31A.3 Except as provided in this Article 31A, the provisions of Parts A and C of the Bargaining Unit Collective Agreements shall also apply to full-time term classified employees. Except as provided in this Article 31A, Article 55.2 of the Central Collective Agreement and Parts B and C of the Bargaining Unit Collective Agreements apply to regular part-time term classified employees.
- 31A.4 Notwithstanding 31A.2, the release of a term classified employee during the employee's term of employment, and the termination of employment upon the expiry of the term, shall not be considered to be a dismissal and shall not give rise to an alleged violation of the Collective Agreement.
- 31A.5 In the event of the release of a term classified employee during the employee's term of employment, the employee shall be given sixteen (16) weeks' written notice of termination or an amount equal to sixteen (16) weeks regular wages in lieu of notice. Severance pay shall be given in accordance with the *Employment Standards Act*.
- 31A.6 Notwithstanding 31A.2, a vacancy within the term classified service need not be advertised pursuant to Article 6 or 56. For a period of one (1) year after the release of, or the expiry of the term of, a term classified employee, the employee may apply for vacancies advertised under Article 6 or 56.
- 31A.7 Notwithstanding 31A.2, Articles 50.3.1, 50.3.2, 50.3.3, 50.7, 51.5.1, 51.5.2, 51.7, 76.3.1, 76.3.2, 76.3.3, 76.7, 77.5.1, 77.5.2 and 77.7 shall not apply to a term classified employee. Notwithstanding 50.6.1, 50.6.2, 51.6, 76.6.1, 76.6.2 and 77.6, the entitlement of such an employee to be reinstated ceases when his or her appointment to the term classified service expires.
- 31A.8 Notwithstanding 31A.2, the maximum coverage under Article 42 or 70 for a term classified employee shall be for a period of 24 months or to the date of expiry of the employee's term, whichever is less. The employee's rights and the Employer's obligations under 37.2(b), 38.1.2(a), 38.3, 65.2(b), 66.1.2(a) and 66.3 shall expire upon the expiry of the same period of 24 months or the date of expiry of the employee's term, whichever is less.
- 31A.9 Notwithstanding 31A.2, the Employer may grant to a term classified employee, at the time of hire, up to an additional two (2) weeks' annual vacation in addition to the entitlement set out in 46.1 or 72.1. This shall be confirmed in writing at the time of hire.
- 31A.10 Notwithstanding 31A.2, the benefits for term classified employees shall be subject to the following:
- a) the maximum amount of the reimbursement for a drug or medicine (excluding the dispensing fee) is 90% of the cost of the generic form of the drug or medicine;
 - b) the maximum amount of the reimbursement for the dispensing fee for drugs and medicine is \$8 for each prescription;
 - c) an employee is not entitled to be reimbursed for drugs or medicine that is available without a prescription;
 - d) no benefits are payable for expenses incurred outside Canada;

New Appendix – Equal Opportunity

MEMORANDUM OF AGREEMENT ON EQUAL OPPORTUNITY

Between

THE CROWN IN RIGHT OF ONTARIO
(MANAGEMENT BOARD SECRETARIAT)
("The Employer")

-and-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
("OPSEU")

WHEREAS the parties agree that all members of the public in Ontario should have equal opportunity in consideration of employment;

AND WHEREAS the parties agree to identify and remove barriers to equal opportunity with the Ontario Public Service ("OPS");

AND WHEREAS the parties recognize that women, aboriginal persons, persons with disabilities, visible minorities and francophones may face barriers to employment in Ontario ("the Five Community Groups");

AND WHEREAS the parties agree that access to competition by members of the Five Community Groups should be strengthened;

AND WHEREAS the parties have completed a one-year pilot project to enhance access to competition for the members of the Five Community Groups;

AND WHEREAS a purpose of these measures, is through recruitment, to reflect in the OPS the increasing diversity of the population of Ontario while recognizing the employer's commitment to the principle of merit;

THEREFORE, the parties agree as follows:

1. The parties hereby create a project, the enhanced Recruitment Initiative Programme ("ERIP"), designed to forward the goals described above.
2. The ERIP is triggered where 5 or more full-time permanent vacancies are posted for a specific OPSEU bargaining unit job ("the Multiple Vacancy Opportunity").
3. OPSEU will be provided with advance notice of each Multiple Vacancy Opportunity. Once OPSEU has received such notice, and within 5 working days of receipt of such notification, OPSEU will identify to the Employer which, if any, of the five Community Groups should be omitted from ERIP.
4. The ERIP will focus on Multiple Vacancy Opportunities available for:

- (i) opportunities for unclassified employees to become classified employees;
- (ii) opportunities for external candidates to join the OPS.

The initiatives will be consistent with the collective agreement.

5. OPSEU shall designate a person as its ERIP Coordinator for the purposes of this Memorandum.
6. The Employer will designate an MBS Administrator for the purpose of this Memorandum.
7. The role of the OPSEU Co-ordinator will be to provide information and advice to the Employer on whether certain of the Five Community Groups need not to be targeted with respect to a particular Multiple Vacancy Opportunity and shall provide information and advice regarding the appropriate advertising content and forum in which advertisements should be placed so that they are likely to come to the attention of the members of the relevant Five Community Groups in any particular area for a particular Multiple Vacancy Opportunity.
8. The MBS Administrator will receive the advice and opinion of the OPSEU Co-ordinator , as described in paragraph 7 above, and will consider, in good faith, those opinions and advice. This term in no way limits the job duties or responsibilities of the OPSEU Co-ordinator, which are within OPSEU's discretion but are not subject to the terms of this agreement.
9. Whenever there is a Multiple Vacancy Opportunity, the MBS Administrator will advise the OPSEU Co-ordinator of the initiatives taken, if any, under the ERIP and, following job competitions for Multiple Vacancy Opportunities, will provide the OPSEU Co-ordinator with the names of the successful candidates within one week of the award of each position within the Multiple Vacancy Opportunity.
10. The parties agree to discuss broad issues relating to the application of this Agreement at the Central Employee Relations Committee.
11. This Memorandum expires on the expiry of the Collective Agreement.

New Appendix – Ontario Internship Program

Memorandum of Agreement to be appendix to the Collective Agreement, with amendments as attached.
Expiry to coincide with expiry of the Collective Agreement.

MEMORANDUM OF AGREEMENT

BETWEEN

THE CROWN IN RIGHT OF ONTARIO
(MANAGEMENT BOARD OF CABINET)

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

Preamble:

The Province of Ontario has introduced a Corporate Internship Program to support the goals of the *Human Resource Strategy for the Ontario Public Service* (OPS).

Each year, based on the needs of the organization, Management Board Secretariat (MBS) will review and identify key skill areas where recruitment should be focused. Positions will be assigned to a specific occupational group where there is an identified skill shortage.

The internship program will provide each successful candidate with structured work experiences and learning opportunities through rotational assignments.

The internship program is not intended to adversely affect promotional, training and developmental opportunities of employees in the OPSEU bargaining unit.

The parties hereby agree as follows:

1. This agreement is intended to facilitate the implementation of the Corporate Internship Program within the OPS.
2. For the duration of this agreement the Crown will recruit for the Ontario Internship Program in total, up to ~~400~~ **150** (with no obligation to reach this number) post secondary graduates each fiscal year. The nature of the work performed in the individual rotational assignment will determine whether the intern falls within the scope of OPSEU, AMAPCEO or Management/Excluded.
3. Interns will be hired by MBS on unclassified contracts for a period of up to two (2) years. Compensation will begin at the appropriate entry level rate for interns and reflect the developmental and training nature of the rotational assignments.
4. As training opportunities, the internship appointments will not be considered as vacant or new positions which otherwise require posting in accordance with the collective agreement.
5. The Parties agree that Article 31.15 of the Collective Agreement does not apply to the internship assignments or interns.

6. Each year, the Employer will advise OPSEU of the internship assignments that the Employer has identified as being excluded from the bargaining unit. Where new assignments are considered, the Employer will advise OPSEU in a timely manner.

6A. The Employer agrees to report the total number of interns to the Central Employee Relations Committee (CERC) quarterly.

7. The Employer agrees to consult with OPSEU through the Central Employee Relations Committee on issues which arise through the implementation and operation of the Corporate Internship Program.
8. Internship assignments will not:
 1. Include the non-trivial work of an OPSEU employee in the work unit who has been designated surplus or an OPSEU position that has been abolished in a work unit within the preceding 24 months.
 2. Be in work units under pre-notice of layoff under Article 20. When a pre-notice occurs within the work unit, any intern in the work unit will be reassigned.
 3. Substitute for the recruitment of an OPSEU position.
 4. Adversely affect direct assignment/recall opportunities of employees in the bargaining unit.
- 9.1 Disputes that arise respecting this agreement and the exclusion of internship assignments shall be resolved by mediation / arbitration in an expeditious and informal manner without prejudice. The mediator/arbitrator shall have all powers of an arbitrator under the Crown Employees Collective Bargaining Act.
- 9.2 The parties shall appoint a mediator / arbitrator from the following list:
 - a) Ken Petryshyn
 - b) Loretta Mikus
 - c) Deborah Leighton
- 9.3 If the parties are unable to settle the dispute in mediation, the mediator/arbitrator shall endeavour to assist the parties to agree upon the material facts in dispute and then shall determine the dispute by arbitration.
- 9.4 When determining the dispute, the mediator/arbitrator may limit the nature and the extent of evidence and submissions and may impose such conditions that he or she considers appropriate.
- 9.5 The mediator/arbitrator shall be requested to make a decision within five days, but no later than 10 days after completing proceedings on the dispute submitted to arbitration.
- 9.6 The fees and expenses of the mediator/arbitrator shall be divided equally among the parties.
10. The term of this agreement shall continue from the date of signing until the expiry of the OPSEU Collective Agreement, December 31, ~~2001~~ **2004**.

Signed at Toronto this 14th Day of December 2000.

**PROPOSAL OF THE GOVERNMENT OF ONTARIO
UNIFIED BARGAINING UNIT TABLE
FEBRUARY 14, 2002**

Except as amended by the following provisions, the Employer maintains the proposals tabled with the Union to date.

Wages

1.95%	across the board.	January 1, 2002
1.95%	across the board.	January 1, 2003
1.95%	across the board.	January 1, 2004

The Employer also proposes an across the board increase of up to .5% in the first year, in exchange for productivity and efficiency gains related to the Employer's proposals on job postings and unclassified conversions.

Call Back

Unified CA - Article 9 – Call Back

NEW

UNI 9.2 Where an employee is contacted by the Employer outside the workplace prior to the starting time of his or her next scheduled shift, in circumstances where such contact is considered to be a "call back to work" but the employee is not required to physically attend at the workplace, the employee shall be paid a minimum of four (4) hours of pay at one and one-half (1 ½) times his or her basic hourly rate. The initial call and any subsequent calls during that same four hour period, will be treated as a single "call back to work" for pay purposes.

**PROPOSAL OF THE GOVERNMENT OF ONTARIO
CORRECTIONS BARGAINING UNIT TABLE
FEBRUARY 14, 2002**

Except as amended by the following provisions, the Employer maintains the proposals tabled with the Union to date.

Wages

1.95%	across the board.	January 1, 2002
1.95%	across the board.	January 1, 2003
1.95%	across the board.	January 1, 2004

The Employer also proposes an across the board increase of up to .5% in the first year, in exchange for productivity and efficiency gains related to the Employer's proposals on job postings and unclassified conversions.

Call Back

Corrections CA - Article 9 – Call Back

NEW

COR 9.2 Where an employee is contacted by the Employer outside the workplace prior to the starting time of his or her next scheduled shift, in circumstances where such contact is considered to be a "call back to work" but the employee is not required to physically attend at the workplace, the employee shall be paid a minimum of four (4) hours of pay at one and one-half (1 ½) times his or her basic hourly rate. The initial call and any subsequent calls during that same four hour period, will be treated as a single "call back to work" for pay purposes.