



OPS CONTRACT 2002

Information for OPSEU members in the Ontario Public Service

One in a
12-issue series
Feb. 4, 2002

Keep what's yours:

Defend the OPT

Ontario Public Service managers are in a bind. Their bosses at Queen's Park hate it when they try to hire new people into classified positions. Yet many OPS employees have one foot out the door already – they know they can get better wages and more respect elsewhere. Still, managers need staff to get the work done. What to do?

Management Board has come up with an idea: **Don't let public employees retire.**

Incredible but true: In this round of OPS bargaining, the employer has demanded that OPSEU **give up** its ability to pay for Factor 80 early retirement – *and other pension improvements* – through the OPSEU Pension Trust, or OPT.

OPSEU members fought for over a quarter of a century to create the Trust so we could have joint employer-union control over our pension funds. As a direct result of joint control, the OPSEU Pension Trust now has over \$10 billion in assets.

Under the terms of the Trust, any surpluses in the fund are split evenly between OPSEU members and the employer.

In the 1999 round of OPS bargaining, we were able to extend Factor 80 in the collective agreement, but only for people who were surplus. However, because of the surplus in the Pension Trust, OPSEU was later able to extend Factor 80 to March 31, 2002 for **all** OPS members, not just those with surplus notices.

Plus we were able to give OPSEU members a break on their pension contributions equal to a four per cent pay raise. **Plus** we made other improvements, including better pensions for surviving spouses.

Now the employer has tabled a demand that would bar us from using our share of the Trust – **our own money** – to pay for pension improvements.

The funds in the OPSEU Pension Trust are **our** wages, set aside for **our** retirement. They do not belong to the employer. They never did.

Protect your right to control your retirement. Let the boss hear it: **Don't mess with the OPT.**

What's on the table:

Bargaining proposals as of Feb. 4, 2002

EMPLOYER PROPOSAL

IN THE MATTER OF Certain Pension Issues

The Parties have agreed to certain understandings regarding pension matters, as follows:

1. It is understood 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.
2. It is understood 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.
3. It is understood 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.
4. It is agreed that the ten-year amortization provision under which employees are entitled to buy back service in certain circumstances shall no longer be applicable, and instead, in circumstances where buy-back is permitted, employees shall make a lump sum payment, to be paid within 92 days of the 24-month application window as specified in the Plan text.