



Your career path **blocked!**

Why is it so hard to get people to come and work in the Ontario Public Service?

Hmmm. That's a tough one. Geez.

Your employer has put a lot of thought into the problem, and they've come up with a new idea: "term classifieds."

Under a new proposal tabled in bargaining with OPSEU, the employer wants to create a new kind of OPS employee. These "term classifieds" would be a new kind of creature, neither unclassified nor classified.

Term classifieds would work on contract, like unclassified staff, but they would have some of the benefits – capped, of course – of classified staff. They would have access to the OPSEU pension plan for the duration of their contract. But they would not have the job security or other entitlements of our collective agreement.

The employer's idea is that this will attract all sorts of good new people to work in the OPS.

Maybe it will work. Maybe it won't. But it **can't** be good for people working in the OPS right now.

If you are a classified member, and you are hoping for a promotion or a transfer, the job you are hoping to move to may no longer exist. That position could become a term classified position.

If you are unclassified, the classified position you hope to get could disappear and be replaced with a term classified job.

Some unclassified people might think "term classified" sounds pretty good. In fact, the entitlements the employer is proposing **are** better than the entitlements unclassifieds have now.

But think again: The stated purpose of term classified positions is to attract **new** people. And if you're already in the OPS, they've already **got** you.

No matter what your status, or what your career goals, "term classified" positions could block you from being promoted, from getting the transfer you want, or from being converted to classified status.

Your bargaining teams oppose this. We're asking the employer:

- What's wrong with hiring people into classified jobs?
- What's wrong with converting unclassified jobs to classified jobs?
- What's wrong with **filling** classified jobs so people can be promoted or transferred a little closer to where they're trying to get in life?

Support your bargaining teams. **Don't let "term classified" block your career path.**

What's on the table:

Bargaining proposals as of Feb. 4, 2002

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.

EMPLOYER PROPOSAL

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;
- e) an employee is not entitled to be reimbursed for more than one pair of orthotics per person in a calendar year and the maximum amount of the reimbursement for a pair of orthotics is \$500.
- f) Coverage under the dental insurance plan shall be subject to the following limits:
 - (i) coverage under the plan for an individual or family is subject to a \$100 deductible amount each year;
 - (ii) an employee is not entitled to be reimbursed for more than one recall examination by a dentist every nine months for an individual over 12 years old and every six months for a younger individual.
 - (iii) an employee shall not be reimbursed for orthodontic services.