

Union proposals for renewal of the 1999 – 2001 collective agreement.

The union proposes to renew the collective agreement, including all the current letters and appendices, with the following changes. Unless otherwise specified, each proposal that applies to full-time classified staff also applies to the parallel article covering Regular Part-Time classified staff.

1. MEASURES FOR RENEWAL OF THE OPS

- a) As part of its commitment to renewal, the Employer agrees to set up a committee, to be called the Contracting-in Committee, which shall consist of equal numbers of management and union members, and is to operate as a sub-committee of the CERC. It shall, by way of illustration but not of limitation, propose areas where upstaffing should take place (MOE, Walkerton e.g.) and review ways in which contracted in work and work slated for contracting out can be accommodated within the terms of the collective agreement.
- b) As part of its renewal program the Employer agrees to proclaim the already-enacted “whistleblower” legislation so that employees can point out waste and inefficiencies within government without fear of reprisal.
- c) As a further part of renewal, the employer agrees that there will be no contracting out during the life of this collective agreement.
- d) As tangible evidence of its stated intent to provide renewal, the employer agrees to add the following language to the collective agreement:
 - i) The parties recognize that the public service is a crucial Ontario institution in the service of democracy and this public service is professional, accountable, stable, dedicated to the public good and the delivery of high quality, efficient services, and trusted by the public.
 - ii) The Employer recognizes and respects the legitimate right of OPSEU to represent the interests of employees in its bargaining units, and the right of said employees to participate in OPSEU.
 - iii) The Employer will recognize and value the contribution of its employees to the quality of the Ontario Public Service by committing itself to fairness and consistency in the treatment of staff.

2. JOB SECURITY ISSUES

- a) Article 10.3.5 Job Sharing: delete all after “in the same Ministry.”
- b) Article 19.1(b): amend to allow for notification of not less than 72 hours.

- c) Article 20.4.1.5: Add: Failing displacement in the identified class, the employer will proceed through all other classes which the employee held to identify a less senior employee in descending order of maximum salary. The identified employee shall be displaced by the surplus employee provided he or she is minimally qualified to perform the work.
- d) Article 20.4.1.7 Add: (e) Failing displacement under (c) and (d), the employer will proceed through all other classes which the employee held to identify a less senior employee in descending order of maximum salary. The identified employee shall be displaced by the surplus employee provided he or she is minimally qualified to perform the work
- e) Article 20.7.1: delete “within the previous two (2) week period” on line (4) four and delete “and the same Ministry” on line (5) five.
- f) Article 20.7.5, change “normal” to “minimal.”
- g) Article 20 New: The Employer shall develop and maintain a central V.E.O. Job Registry.

3. PENSION ISSUES

- a) Extend the Factor 80 program for the life of the collective agreement, plus three (3) months, with the employer bearing the cost of funding the program, and with access to Factor 80 at the option of the employee.
- b) Renew and extend Appendix 17 for the life of the collective agreement, plus three (3) months.
- c) Extend the temporary “points off” benefit until Dec. 31, 2005 with the employer bearing the full cost of the extension.

4. BENEFITS ISSUES

- a) New carrier; joint administration; improvements to: drug card, hearing aid, vision, semi-private, dental, paramedical.
- b) Add a mandatory benefits bank arrangement for unclassified employees, the cost to be borne by the employer. Benefit contributions to be equivalent to 10 per cent of the hourly rate for all straight-time hours for unclassified employees.

5. WAGES AND TERM

- a) Term 24 months, to expire Dec. 31, 2003. General wage increase of six (6) per cent Jan. 1, 2002, six (6) per cent Jan. 1, 2003, compounded.

6. UNCLASSIFIED ISSUES

- a) Amend conversion language (Art. 31.15) to provide for conversion after one year, and to delete the phrase “where the ministry has determined that there is a continuing need for that work to be performed on a full-time basis.”
- b) Add a new clause that will allow unclassified, seasonal, student and GO-Temp employees to accrue seniority based on straight-time hours worked, beginning effective Jan. 1, 2002. The seniority thus accrued will be the determining factor in competitions for classified positions (where qualifications and ability are relatively equal) as provided in Art. 6.3.1.
- c) Amend the calculation of unclassified seniority on appointment to the civil service (Art. 18.1 (b)), to change to provide for calculation of seniority based on straight-time hours worked.
- d) The GSB has found that an estoppel exists where the employer gives merit increases based on a 2080-hour year, as opposed to the 1912 hours as provided in Art. 31.15. The union gives notice to the employer that this estoppel is ended, and expects that henceforth, the employer will give merit increases to unclassified employees based on a 1912-hour year.
- e) The union will be proposing a new article on training and development, which it also proposes should be included in Art. 31.16.1.
- f) Increase the amount in lieu of vacation leave (Art. 31.6.1 and Art. 32.13) to six (6) per cent of gross pay.
- g) Amend Art. 33 students, (excluding co-op students) to be paid at seventy-five (75) per cent of the start rate for the equivalent position.
- h) Amend Article 31.10 and Art. 32.15.1 by adding stepmother, stepfather, step-grandparent, step-grandchild, same-sex spouse.
- i) Amend Article 32.2.1 by deleting “for a period of at least eight (8) consecutive weeks.”
- j) Add a new Article 32.4.2.4 to provide that notwithstanding Article 32.4.2.1 (d) and (e), a seasonal employee shall not lose his or her seniority where he or she is unavailable for or declines an offer of re-employment if the employee is working on another contract with the employer.

- k) Extend Seasonal Pregnancy and Parental leave (Art. 32.19) to conform to changes in EI and ESA.
- l) Add new Article 31.16.3 to provide that where an unclassified employee works a thirty-six-and-one-quarter- (36¼) or forty- (40) hour week, as appropriate, Article 5 of the bargaining unit agreements shall apply. Add Article 5 of bargaining unit agreements to the list in Art. 32.21.2.

7. FAMILY ISSUES

- a) New provision for Emergency Leave to provide for up to 10 days' per year leave of absence with pay and without loss of credits for personal emergencies.
- b) Amend Article 48.1 and Art. 74.1 to add stepmother, stepfather, step-grandparent, step-grandchild, same-sex spouse.
- c) Extend Pregnancy and Parental leave to reflect EI and ESA changes in length of leave, with extended top-up for full length of the leave.

8. SENIORITY

- a) Add to Article 20 a provision that where a layoff may occur, all unclassified, temporary, fee-for-service and contract staff shall be laid off before any classified employee is laid off.
- b) Delete "Effective December 20, 1990" from the beginning of the last paragraph of Art. 18.

9. POSTING AND FILLING OF VACANCIES AND NEW POSITIONS

- a) Article 6 Posting: (New) No external posting of positions until such time as the internal process has been completed.
- b) Article 6.6.1(a): delete "identical" on the first line and replace with "in the same classification."
- c) Article 8.6.1 (a) change six (6) months to three (3) months.
- d) New Article 8.5.3: No employee shall be temporarily assigned to a position in another bargaining unit or to a non-bargaining unit position for a period greater than one year. Where an employee is temporarily assigned outside an OPSEU bargaining unit for longer than a year, they shall lose all rights under this collective agreement and their bargaining unit position shall be posted forthwith.

10. GRIEVANCE ISSUES

- a) Appendix 7: Amend to allow for the parties to jointly appoint a chair of the JSSC agreeable to them who shall be a full member of that committee and who shall cast a deciding vote in the case of a tie. Change paragraph 3 by deleting “on which with parties’ representatives concur” and substituting “of the committee.”
- b) Article 22.15.1 Disciplinary Record: amend to read “will be removed from the record/files of an employee after one (1) year.”
- c) Article 22.16 Mediation/Arbitration: amend to allow for locally based mandatory mediation/arbitration similar to the process presently being used by Corrections.

11. TRAINING AND DEVELOPMENT ISSUES

Add a new article:

- a) To ensure that employees receive adequate training in the requirements of their current positions, the employer agrees to provide a minimum of five (5) days of training annually for each employee, and further agrees to backfill for employees on such training assignments. Such training not to include mandatory training.
- b) To assist employees who wish to advance their careers, the employer agrees to identify to the union developmental and training positions for the purposes of career development. Positions included will be any training assignment greater than two (2) weeks in duration. Positions will be posted and filled based on seniority.

12. SICK LEAVE ISSUES

- a) Increase LTIP rates by amount of general wage increase.

13. VACATION AND HOLIDAYS

- a) Amend Articles 46 and 72 to provide for five (5) weeks’ vacation after twelve (12) years’ service; six (6) weeks’ vacation after eighteen (18) years’ service; and seven (7) weeks’ vacation after twenty-four (24) years’ service.
- b) Amend Article 73 to provide for one (1) day’s pay or compensating leave for RPT employees when they do not work a statutory holiday.

14. TRAVEL

- a) Amend Article 13 (Kilometric rates) to provide for the following rates, retroactive to Apr. 1, 2001:

	0-4000	4001-10700	10700-24000	24000 plus
North	34.25	29.75	25.25	21.25
South	33.75	29.25	24.75	20.25

- b) Amend Article 14 (Time Credits while traveling) to provide that employees be paid time and one-half for travel, where employees are traveling with responsibility and/or where travel is an inherent part of the employee's job.
- c) Amend Art. 14.5 to provide for payment of a minimum of four (4) hours at time-and one-half.
- d) Amend Art. 14.6 to provide for travel time payment at time-and one-half, and to provide for payment or time in lieu at the employee's option.

15. UNION ACTIVITIES

Add the following provisions to Article 23 (Leave – union activities).

- a) Increase time off for local president or designee to one day per week, bankable.
- b) Add a new provision for leave without pay but with no loss of credits for union activities.
- c) Add a new article on strike/lockout issues, to provide that employees will not be disciplined for refusal to cross a picket line.

16. OCCUPATIONAL HEALTH AND SAFETY

Add to the collective agreement under Article 9, Health and Safety:

- a) A provision that the employer shall establish exclusively with OPSEU a province-wide joint health and safety committee system, including joint health and safety committees at the ministry and workplace level. The union and employer will apply jointly to the Ministry of Labour for official sanction of this committee system as a legally constituted joint health and safety committee under the Occupational Health and Safety Act.

- b) A provision to ensure that injured/ill workers have a right to accommodation and return-to-work that will be jointly negotiated between union and management. The negotiations will take place under a modified work program that will be voluntary for affected workers, and will include specifications for assessment of modified work; follow sound ergonomic principles; provide paid time off work for rehabilitation (including physiotherapy, rehabilitative exercise programs, and medical appointments); ensure confidentiality of medical information; continue accumulation of seniority; and provide for employer payment of any medical or professional assessment and evaluation or retraining.
- c) A provision respecting training of certified worker members of joint Health and Safety committees that will ensure that training is carried out through programs established by the Workers Health and Safety Centre.
- d) Add to Article 9.1 as follows: "The employer shall maintain a policy of zero tolerance for workplace violence. The employer shall take all reasonable measures to eliminate or reduce exposure to workplace stress."
- e) Amend Article 9.8 to add the words "and/or" after Video display terminals.

17. ISSUES IN BARGAINING UNIT AGREEMENTS

- a) Eliminate Schedule 6, move all employees to Schedule 3-7.
- b) Shift premiums: Double present premiums for afternoon and overnight shifts. (New) Weekend premium of one dollar (\$1.00) per hour for all hours worked between 3 p.m. Friday and 7 a.m. Monday.
- c) Meal allowances: (New) Increase and standardize ministry meal allowances to ten dollars (\$10) breakfast; fifteen dollars (\$15) lunch; twenty-five dollars (\$25) supper.
- d) Amend Articles 8.3, 8.4, 8.5, 14.2, 14.3 and 14.4 of bargaining unit agreements to provide for employees to take overtime in pay or time in lieu at their option.
- e) General notes and allowances: Reimburse professional/licensing fees, where the fee is a requirement for the job.

18. SPECIAL CASES

In addition, the union will propose special case wage increases for several classifications.

E&OE

BARGAINING AGENDA OF THE GOVERNMENT OF ONTARIO FOR NEGOTIATIONS WITH ONTARIO PUBLIC SERVICE EMPLOYEES UNION

FOR RENEWAL OF COLLECTIVE AGREEMENTS EXPIRING DECEMBER 31, 2001

CENTRAL TABLE

Term

The Employer proposes a three or four-year agreement.

Pay for Performance

The Employer wishes to implement a Pay for Performance system to replace the “automatic progression” or “merit” system. The details of the proposal will be provided to the Union after the principles have been discussed and explored.

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.

Pensions

There are four issues that the Employer wishes to address:

1. 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 example, 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.

2. The Employer wishes to discuss the potential introduction of an optional Defined Contribution Pension Plan.
3. The Employer wishes to clarify that, while pension issues are bargainable, the Sponsorship Agreement, the Pension Plan, and any other ancillary documents concerning the Pension Plan do not form part of the Collective Agreement.
4. The Employer wishes to remove the ten-year amortization provision under which employees are entitled to buy back service, and to instead require a lump sum payment where buy-back is permitted, to be paid within 92 days of the 24-month application window as specified in the Plan text.

Reasonable Efforts

The Employer proposes to eliminate the requirement to allow employees to elect to be included in an RFP under Schedule A of Appendix 18. The overwhelming majority of employees have elected not to be so included. Accordingly, employees should simply receive the monetary benefits provided by 5.2 of Appendix 18, rather than an offer of employment with a new employer. For greater certainty, the \$500 payment prescribed by 5.2 would be maintained.

There are some housekeeping changes to Appendix 9 and Appendix 18 that will be required.

Other Issues

- (a) Delete Articles 6.3.2, 6.3.3 and 6.3.4.
- (b) Article 6.5 - The Employer wishes to ensure that OPSEU is aware of the applicability of its current policy on relocation expenses in light of this provision.
- (c) Job Postings:
 - (i) The Employer wishes to explore the establishment of eligibility lists in the case of certain jobs where postings are frequent. In such cases, employees would bid periodically for inclusion on the list and the Employer would appoint from the list as required.
 - (ii) The Employer wishes to eliminate the need for a competition where employees have been acting for 18 months; in such a case they can be appointed permanently.
 - (iii) Article 6.1.1 - The Employer proposes to eliminate the requirement to acknowledge applications.

- (d) Article 31.15 - The Employer wishes to clarify the application of this provision where it appears to have unintended consequences. The main example is in cases where unclassified employees have performed a number of different unrelated assignments over a period of time, and have been found to then have an entitlement to “convert”.
- (e) Vacation Entitlement - The Employer wishes to initiate the ability to offer enhanced vacation entitlements to new hires, where it is necessary to do so in order to attract competent and qualified people to the OPS. The Employer is willing to discuss the guidelines under which such offers could be made.
- (f) Ontario Internship Program - The Employer wishes to renew the Memorandum of Agreement regarding this program, with some amendments.
- (g) Article 20.4.2 - Reduce the number of “bumps”.
- (h) Term Classified Service - The *Public Service Act* now provides for the “term classified service”. The Employer wishes to negotiate appropriate provisions for OPSEU - represented employees within the term classified service.
- (i) Article 35.5.1 - Some student wage rates require revision.
- (J) Update 42.2.1(d).

I:\docs\gray\ont.gov\negotiations.2001\bargaining.agenda.2.dec.14.01.wpd
December 14, 2001

**BARGAINING AGENDA OF THE GOVERNMENT
OF ONTARIO FOR NEGOTIATIONS WITH
ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

FOR RENEWAL OF COLLECTIVE AGREEMENTS EXPIRING DECEMBER 31, 2001

UNIFIED BARGAINING UNIT TABLE

ADM 9.1, IHC 9.1, OAD 9.1, OPM 9.1, TEC 9.1 – The Employer wishes to clarify this language to rectify an apparent anomaly. Where an employee is contacted by the Employer outside the workplace on more than one occasion 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 language should be amended to ensure that only one “call back” is deemed to have occurred, rather than a separate “call-back” each time the employee is contacted.