

Workforce Revitalization/Appendix 32



LOCAL JOINT SITE PRESENTATION

Purpose of the Session

- To provide an overview of the framework for the new Flexible Part-Time Classified model for Court Support Staff.
- To discuss implementation planning, timelines and the appointment/conversion process.
- To discuss operationalizing and administering the model
- We'll have a Q&A session at the end of this and we'd ask that you hold your questions until then

Introduction

- Recognize the significant contributions and service that Court Support Staff provide in the administration of justice.
- Recognize the long standing, systemic problems associated with the unclassified status of the majority of our workforce in courts — Long term annually renewable contracts
 - No insured benefits, no job security, no regular paycheque
 - No *Guaranteed* minimum hours of work or income
 - None of the benefits associated with classified employment that the rest of the OPS has for long term employees
- As a result of this the Ministry of the Attorney General, Ministry of Government Services and the Ontario Public Service Employees Union entered into a significant three-party agreement for a new Flexible Part-Time classified (FPT) staffing model for court support staff.

Introduction

- Under the Flexible Part Time (FPT) model, unclassified irregularly scheduled court support staff who are eligible, will convert to Part Time Classified status with the rights and benefits associated with classified employment.
- Through a very collaborative effort between the parties a Memorandum of Agreement (MOA) was reached at the Collective Bargaining Table (Appendix 32) and subsequently a Memorandum of Settlement (MOS) was signed on December 20, 2005.

Memorandum of Agreement

(Appendix 32 of the Central Collective Agreement)

- A significant 3 party (MAG, MGS, OPSEU) joint effort to address the unclassified status of court workers
- Establishes the new Flexible Part-Time Classified (FPT) staffing model and allows for the one time conversion for all eligible unclassified court support staff (**Courtroom Clerks, Court Registrars, Court Reporters, Monitors, Court Services Officers, staff Interpreters** (per MOS)) who worked between 720 to 1500 hours during the review period (June 20/04-June 19/05) –
- Each employee will be paid a regular bi-weekly salary based on prorating of their annual hours category divided by 26 bi-weekly pay periods and will receive all the rights and entitlements associated with classified status.
- Under the FPT model each employee who converts will have a guaranteed minimum annual hours of work and income

Memorandum of Agreement

- Each employee who meets the criteria will be converted into 1 of 5 annual hours of work categories based on the principles of Schedule A (averaging hours of work) and RPT, under the terms and conditions set out in the Memorandum of Agreement and the Memorandum of Settlement. The 5 categories include:
 - **720 hours per annum**
 - **1000 hours per annum**
 - **1200 hours per annum**
 - **1400 hours per annum**
 - **1500 hours per annum**
- These annual hours categories have been established based on the relative minimum and maximum equivalent hours applicable to Regular Part-Time (RPT) under the Collective Agreement.
- Each category represents minimum annual hours of work at straight time with a 10% overage buffer before overtime applies. This means that staff can continue to work 10% above their annual category as scheduling needs dictate.
- Any excess hours worked over and above the 10% overage will be considered overtime.

Memorandum of Agreement

- Sets out all factors/criteria to be considered for conversion to FPT
- Sets out applicable articles of the Central Collective Agreement to the FPT model
- Establishes Section 3 Joint Committee (Assignment to Annual Hours Categories)
- Establishes Section 6 Joint Committee (Dispute Resolution Committee) and appointment of 5 Arbitrators for final resolution of disputes.
- Establishes annual review period for category assignment adjustments if required
- Establishes conversion date of no later than October 1, 2006
- Attached letter of understanding set out the provisions that remained to be negotiated and the process (binding arbitration) for final resolution within 6 months of agreement ratification (by December 31 , 2006)

Memorandum of Agreement

Section 3 - Assignment to Categories

- Factors to be considered when assigning employees to annual hours categories:
 - Employee's straight-time hours during review period
 - Courtroom Utilization hours (ISCUS)
 - Operational needs
- Annual joint review to determine if there are any adjustments required.
- Establishes Joint Assignment to Annual Hours Category Committee (AAHCC). Terms of Reference developed and signed off January 12/06.
- Local MCOs/SCOs and local OPSEU Court Contacts may be asked to participate as a member of the AAHCC via teleconference

Memorandum of Agreement

Section 4

Applicable Collective Agreement

- Article 1 – Recognition – OPSEU exclusive bargaining agent
- Article 2 – Management Rights
- Article 3 – No Discrimination/Employment Equity
- Article 4 – Check off of union dues
- Article 5 – Information to new employees
- Article 8 – Temporary assignments
- Article 13 – Kilometric rates
- Article 14 – Credits while traveling
- Article 15 – Non pyramiding of premium payments
- Article 16 – Local and Ministry Negotiations
- Article 17 – Joint Consultation Committee
- Article 21 – Discipline and dismissal
- Article 22 – Grievance Procedure
- Article 23 – Leave – union activities
- Article 24 – Leave without pay
- Article 25 – Leave special – special and/or compassionate leave
- Article 26 – Leave – foreign, governmental
- Article 27 – Leave – jury duty
- Article 28 – Leave military service
- Article 29 – Leave pension trustee – unpaid leave to attend trustee and committee meetings
- Article 45 – Leave credit reports – requirement to advise all employees with his/her running total of vacation and attendance credits

Memorandum of Agreement

Section 4 – cont'd

- Article 56.4 – Paid time off to attend an interview
- Article 60 – Health and safety and video display terminals
- Article 64 – Insured benefits – general
- Article 65 – Basic life insurance
- Article 66 – Supplementary and Dependent Life Insurance
- Article 67 – Supplementary Health and Hospital Insurance
- Article 68 – Dental plan
- Article 69 – Workplace Safety insurance (WSIB)
- Article 72 – Vacation and vacation credits
- Article 74 – Bereavement leave
- Article 75 – Special and compassionate leave
- Article 76 – Pregnancy leave
- Article 77 – Parental leave
- Article 78 – Termination payments
- Article 79 – Salary – expeditious implementation of CA
- Article 80 – Term of agreement
- Article UN 7 – Rest periods

Memorandum of Agreement

Section 5 – Collective Agreement Provisions Subject to Further Review

- Letter of Understanding appended to Agreement set out 21 articles of the Central Collective Agreement for which application to FPT remained to be determined by the parties through negotiation or mediation/arbitration by December 31/05.
- Successful resolution/agreement reached on all outstanding provisions.
- Results reduced to a “Memorandum of Settlement” (MOS) and signed off on December 20th .

Memorandum of Agreement

Section 6 – Dispute Resolution Process

- Establishes joint committee to resolve disputes stemming from the implementation or administration of the FPT Model.
- Establishes expedited binding arbitration process that replaces grievance process (for Implementation of FPT), to resolve unsettled disputes.
- Terms of Reference for the Joint Dispute Resolution Committee (JDRC) developed and signed off on January 12.

Section 7 – Additional Reporting Allowance

- Similar to existing reporting allowance (2 hour minimum), however:
 - triggered where work is not available to be assigned
 - credited with hours towards annual total as opposed to paid out

Memorandum of Settlement

- **Result of negotiations on all outstanding articles/items identified in the Letter of Understanding**
- **2 approaches to the review/resolution**
 - Articles that would apply as is
 - Articles requiring modification to fit the FPT model
- **Covers substantive issues, such as:**
 - Seniority/continuous service dates
 - Definition of a day for accrual and usage of sick leave and vacation credits
 - Posting and filling of vacancies/movement between categories
 - Conversion process for those hired between ratification and implementation
 - Benefits coverages
 - Pay treatment for multi-contract holders

Memorandum of Settlement

“As is” Applicable Articles

18.1 (c) - Continuous Service Date (Seniority)

January 1, 1984

OR

- Date employee commenced a period of “unbroken” service.
- “Unbroken” service is service that is not interrupted by separation from the public service.
- Same provision as for RPT (regular part-time) staff under the collective agreement.

Memorandum of Settlement

- **19 – Multiple Layoffs (closure, transfer or divestment of an organization)**
- **UN 6 – Shift Premium**
 - Premium (\$0.78 per hour) for all hours worked between 5:00 p.m. - 7:00 a.m. unless hours of work normally fall between 7:00 a.m.-5:00 p.m.
- **UN 9 – Call Back**
 - Employee leaves work and is called back prior to next scheduled shift
- **UN 11 – On-call duty**
 - Previous authorization required by supervisor or manager
- **UN 15 – Stand-by time**
 - Previous authorization required by supervisor or manager
- **Appendix 9 - Employment Stability**
 - Reasonable efforts on disposition or transfer of functions or jobs to broader public or private sectors
- **Appendix 13 - Relocation of Operations Beyond 40 km.**
 - Eligibility for relocation costs for employer driven change in operation's location
- **Appendix 17- Factor 80 Program**
- **Appendix 18 - Transfer Agreements**
 - Various requirements for various types of transfers (Tendering, Negotiated transfer, Service Restructuring etc)

Memorandum of Settlement

“Amended” Applicable Articles

- The parties recognized that in order to make some of the existing articles workable under the FPT model, amendments to existing language would be required.
- The majority of amendments were based on:
 - Replacement of term RPT with FPT
 - Definitions of a day, salary, weekly rate of pay, weekly hours of work based on prorating from annual hours, for benefits, accrual and usage of paid leaves
- A number of articles required more substantive revisions to fit the FPT model and practical application to courts.

Memorandum of Settlement

“Amended” Applicable Articles

- **Article 56 - Posting and Filling of Vacancies**
- Each position in each category is considered a separate position
- When a position becomes vacant it is to be posted in accordance with Article 56.
- On a 1 year trial basis, Article 56 shall be waived and movement between categories on the basis of seniority can occur under the following conditions:
 - The vacant position is identical to and in the same work location as the position held by the most senior employee, and;
 - Movement between categories shall be restricted to a maximum of two (2) categories above the employee’s current category of hours.

Memorandum of Settlement

- **Article 56 (Cont'd) – New Hire Training Period**
- In recognition of concentrated training periods for new hires, a temporary training appointment provision has been included to ensure the integrity of the FPT model.
 - A new hire may be “temporarily assigned” to any of the hours of work categories for training purposes only, regardless of the category actually recruited for
 - Time spent in training is not counted towards annual hours category. Training shall not exceed four (4) months.
 - All salary/benefits temporarily earned at the higher (training) category and any unused or accrued credits shall be banked when the employee returns to their assigned category.
 - The training period ceases when the Employer is able to assign the employee to the full working level of the position.

Memorandum of Settlement

- **Article 57 – Pay and Benefits Administration**
Definition of hourly rate , weekly rate , weekly hours of work
- **Article 61 – Isolation pay**
Weekly allowance pro-rated based on category of hours and points for employees working in isolated communities, same as FT/RPT
- **Article 62 – Employment Stability**
Definition of displacement rights for FPT
- **Article 63.2 Benefits General**
Definition of salary for benefits purposes and preamble on Coverages

Memorandum of Settlement

- **Benefits Coverage**
 - Basic Life insurance
 - Supplementary and Dependant Life
 - Supplementary Health and Hospital (optional, premiums shared)
 - Dental Plan (optional, premiums shared)
 - Short Term Sickness Plan (STSP)
 - LTIP
 - Vacation Credits
 - Vision care and Hearing
 - Pension Plan – OPSEU Pension Trust
 - WSIB & EAP

Memorandum of Settlement

Vacation and Sick Leave-Definition of a “Day”

- For the purposes of accrual usage of sick leave and vacation leave credits and for the usage of all applicable paid leave provisions, a “day” shall be prorated for each annual hours of work category as follows:
 - Category 1 (720 hours): 2.76 hours
 - Category 2 (1000 hours): 3.83 hours
 - Category 3 (1200 hours): 4.59 hours
 - Category 4 (1400 hours): 5.36 hours
 - Category 5 (1500 hours): 5.74 hours

- Each day of paid leave will be credited per above, regardless of the actual length of the work day.

Memorandum of Settlement

“Amended” Applicable Articles

Article UN 12.1.1 – Meal Allowance

- An employee who continues to work past 6pm without notification prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to six dollars (\$6.00) except where free meals are provided or where the employee is being compensated for meals on some other basis

Benefits for Staff

- Staff will receive 100% of the entitled benefits coverage regardless of the category they are assigned to
- Staff who require basic dental care will now get reimbursed for 85% of their eligible dental costs (if they opt in for the coverage)
- Staff who require prescription drugs will be reimbursed for 90% of the eligible costs of their medications (if they opt in for the coverage)
- Staff could receive 100% reimbursement through the co-ordination of benefits with their spouses or partners
- Staff will now receive paid vacation and sick time as well as long-term income protection.
- Staff will receive Statutory Holiday Pay
- Staff will have a Pension Plan based on a set number of hours
- Those who are eligible for conversion effective September 25th, will have applicable group insurance benefits coverage effective on October 1, 2006.

Cost/Benefit Analysis: Unclassified Vs FPT Classified (720 category)

Benefit	OA 8 Unclassified 720 hours @ \$22.65 \$16,308	Value	OA 8 Classified 720 FPT @ \$22.65 \$16,308	Value
Benefit Percent in Lieu	6% pay in lieu	\$978.48	Full available benefits package per following slides	
Vacation	4% pay in lieu	\$652	15 days (min) @ 2.76 hrs per day	\$937
Statutory Holiday	4% pay in lieu	\$652	11 paid Stat. Holidays - Double time if Stat. Holiday worked	\$687
Income Protection	No employer paid Sick Leave or LTIP	\$0	-6 sick days @ 100% of prorated value -124 days @ 75% of prorated value LTIP (66.6% of income)	Up to \$375 income protection in the event of short term illness
Pregnancy Leave*	EI only 55% of income. 2 week waiting period	\$8,969.40	EI + top up to 93% of income 93% for first 2 weeks (if applicable)	\$15,166.44
Parental Leave*	EI only 55% of income 2 week waiting period	\$8,969.40	EI + top up to 93% of income 93% for first 2 weeks (if applicable)	15,166.44

* Value may vary according to personal circumstance

Benefit	OA 8 Unclassified 720 hours @ \$22.65 \$16,308	OA 8 Classified 720 FPT @ \$22.65 \$16,308
Basic Life Insurance	N/A	100% premiums paid by Employer
Supplementary and Dependent Life	N/A	Optional/Employee pays 100% of the premium
Supplementary Health and Hospital	N/A	Optional/Employer pays 40% of premium
Dental Plan	N/A	Optional/Employer pays 40% of premium
Pension Plan	Optional – OPT Pension Plan	Mandatory – OPT Pension Plan
Employment Stability (job security)	N/A	Full provisions of the Collective Agreement

Cost/Benefit Analysis: Unclassified Vs FPT Classified (1500 category)

Benefit	OA 8 Unclassified 1500 @ \$22.65 \$33,975	Value	OA 8 Classified FPT 1500 @ \$22.65 \$33,975	Value
Benefit Percent in Lieu	6% pay in lieu	\$2,038.50	Full available benefits package per following slides	
Vacation	4% pay in lieu	\$1,359	15 days (min) @ 5.74 hrs per day	\$1,950
Statutory Holiday	4% pay in lieu	\$1,359	11 paid Stat. Holidays - Double time if Stat. Holiday worked	\$1,430
Income Protection	No employer paid Sick Leave or LTIP	\$0	-6 sick days @ 100% prorated value -124 days @ 75% of prorated value LTIP (66.6% of income)	Up to \$780 income protection in the event of short term illness
Pregnancy Leave*	EI only 55% of income 2 week waiting period	\$18,680.25	EI + top up to 93% of income 93% for first 2 weeks (if applicable)	\$31,596.75
Parental Leave*	EI only 55% of income 2 week waiting period	\$18,680.25	EI + top up to 93% of income 93% for first 2 weeks (if applicable)	\$31,596.75

* Value may vary according to personal circumstance

Benefit	OA 8 Unclassified 1500 @ \$22.65 \$33,975	OA 8 Class. FPT 1500 @ \$22.56 \$33,975
Basic Life Insurance	N/A	100% premiums paid by Employer
Supplementary and Dependent Life	N/A	Optional/Employee pays 100% of the premium
Supplementary Health and Hospital	N/A	Optional/Employer pays 80% of premium
Dental Plan	N/A	Optional/Employer pays 80% of premium
Pension Plan	Optional – OPT Pension Plan	Mandatory – OPT Pension Plan
Employment Stability (job security)	N/A	Full provisions of the Collective Agreement

Benefits of Benefits

- Bill is an OAG 8 Courtroom Clerk earning \$20.99/ hour
- Bill has been assigned to Category 1 – 720 hours
- Bill is 55 and single
- Bill wears contact lenses (which he replaces every 2 years) and pays for drug prescription monthly at an annual amount of \$1200. Bill sees his dentist twice per year at \$150 per visit
- Assuming Bill has opted for Supplementary Health & Hospital/Vision & Hearing & Dental, **WHAT ARE BILL'S BENEFIT ENTITLEMENTS?**

Prescription Drug Coverage

- 90% of Bill's eligible costs = \$1080
minus $(\$3 \times 12 + \$36.00) = \$1044$

Vision Care

- \$340 for contact lenses minus \$10 deductible per annum

Dental Plan

- 85% of Bill's cost (\$255) covered by OPS benefits plan minus \$100 annual deductible = \$155

How much will Bill pay for Benefits?

- As a Category 1 FPT employee, Bill will pay 60% of the premium cost of benefits
- Based on Bill's earnings and his requirement for single coverage, Bill will pay about **\$685.82 annually** for SH & H/Vision & Hearing & Dental benefit premiums.

Benefits of Benefits

- Sally is an OAG 8 Courtroom Clerk earning \$20.99/hour
- Sally has been assigned to Category 5 – 1500 hours
- Sally has 2 young children. Her oldest son wears prescription lenses and Sally wears contact lenses which they replace every 2 years.
- Sally pays about \$600 per year for prescription drugs (10 separate prescriptions)
- Sally and her children make regular trips to the dentist costing Sally about \$900 (3X 150 X 2) annually for dental services.

• **WHAT ARE SALLY'S BENEFIT ENTITLEMENTS?**

PRESCRIPTION DRUGS

- \$540.00 covered by the OPS benefit plan minus the deductible ($\$3.00 \times 10 = \30.00) = \$510.00

VISION CARE

- \$680 ($\340×2) for vision care minus \$20 deductible (family) per annum

DENTAL PLAN

- 85% of Sally's costs = \$765 covered by OPS benefits plan minus \$100 annual deductible = \$665

HOW MUCH WILL SALLY PAY FOR BENEFITS?

- As a Category 5 FPT employee, Sally will pay 20% of the benefit premium
- Based on Sally's earnings, and her requirement for family coverage, Sally will pay about **\$628.94 annually** for SH & H/Vision & Hearing & Dental benefit premium.

Benefits of Benefits

- Roberta is an OAG 8 **Unclassified** Courtroom Clerk
- Roberta works 719 hours/year @ 20.99/hour
- Annual earnings = \$15,091.81
- Pay in lieu of benefits @ (6%) = \$905.51
- Roberta is single, 55 wears prescription lenses, pays \$1200 per year for prescription drugs (6 separate prescriptions) and \$600/yr for dental care

WHAT WILL ROBERTA BE ENTITLED TO IF SHE BUYS BENEFITS FROM BLUE CROSS?

VISION CARE BENEFIT

- \$150 for vision care compared to \$340 under the OPS plan.

PRESCRIPTION DRUGS

- \$960 (80%) coverage for prescription drugs compared to \$1080 (90%) coverage under the OPS plan minus the deductible ($\$3.00 \times 6 = \18.00) for a difference of \$102

DENTAL PLAN

- \$420 dental plan coverage compared to \$540 under the OPS plan minus \$100 annual deductible for a net savings of \$20

HOW MUCH WILL ROBERTA PAY FOR BENEFITS?

- Roberta pays the full premium herself
- Based on single coverage Roberta will pay \$1944 annually for her benefit coverage compared to \$424.56 under the OPS plan.

VARIANCE = \$1519.44

- \$905.51 (6% pay in lieu)
\$613.93

Memorandum of Settlement

Appendix 1

Pay Treatment – Multiple Contract Holders

- To address the various contracts and pay rates that exist for over 30% of the workforce, recognizing that multiple positions can no longer co-exist in the classified service, a “blended” wage rate model was developed.
- The % of hours worked on each unclassified contract during the 1 year review period x the rate of pay for each is blended (averaged) into a single hourly rate that is matched to the salary step closest to but not less than in the appropriate classification.
- There is an annual review/adjustment process.
- All preliminary “blending” will be done corporately.

Blended Rate – Example

BLENDED SALARY CALCULATION							
Employee Name:		Robby Bobby					
Employee ID:		1234567.00					
<i>Job #</i>	<i>class</i>	<i>hours</i>	<i>hours % of total hours</i>	<i>hourly salary</i>	<i>step</i>	<i>% x salary</i>	<i>weekly</i>
Court Services Officer	Usher and Messenger	760.75	62.39	19.38	m + m	12.09	
Court Registrar	O A 6	411.75	33.77	19.68	3	6.65	
Courtroom Clerk	O A 8	46.75	3.83	20.52	2	0.79	
TOTAL HOURS		1219.25				19.53	707.78
Closest Salary:	19.66						
Recommended Class:	Office Adm in 5						
Step:	4						
Next Merit Date:	tbc						

Dispute Resolution Mechanism

Section 3 – Assignment to Annual Hours Category Committee (AAHCC)

- Flows from Section 3 of Memorandum of Agreement and will be in place for the duration of the rollout process for the new Flexible Part-time Classification model.
- The purpose of the Committee is to assist the Ministry in assigning employees to the respective categories of annual hours.
- The AAHCC is composed of four (4) management and four (4) OPSEU representatives.

Dispute Resolution Mechanism

- The AAHCC reviews only the placement into hours of work categories of those unclassified “as-required” employees eligible for conversion to FPT status, as outlined in Section 4 of these Terms of Reference.
- In preparation for joint local site “induction” meetings the Ministry provides to the union members of AAHCC a “site profile” for each location which includes :
 - Proposed category placement for each employee who qualifies
 - Historical hours of work and other factors (if any) used to determine placement into the annual category for each employee
 - List of those employees who do and do not qualify for conversion
 - Continuous service dates where available
- AAHCC discusses any concerns regarding placement into categories and attempts to resolve these concerns.
- Unresolved concerns may be forwarded to the Joint Dispute Committee (Section 6 Committee).

Dispute Resolution Mechanism

Section 6 – Joint Dispute Resolution Committee (JDRC)

- Flows from section 6 of Memorandum of Agreement
- Joint committee and expedited process to resolve disputes stemming from the implementation or administration of the FPT model/Memorandum of Agreement.
- The JDRC Committee is composed of an equal number of Ministry representatives for the Employer and the Union, with no more than six (6) representatives in total.
- Replaces the grievance process in the Collective Agreement (for the FPT model implementation only) and includes Mediation/Binding Arbitration as final remedy.

Dispute Resolution Mechanism

Steps in the Dispute Process

- Employee notifies supervisor of complaint/dispute within 30 days of circumstances giving rise to dispute.
 - Supervisor has 7 days to attempt to resolve the dispute
 - If unresolved, employee files formal dispute with Local Union Court Contact.
 - All disputes will be forwarded to the JDRC which meets monthly, to attempt to resolve.
 - Unresolved disputes may be referred to Mediation/Arbitration.
-
- If the parties are unable to settle the dispute in mediation, the Mediator/Arbitrator will determine the dispute by Arbitration.
 - The decision will be delivered no later than 10 days after completing the proceedings.

Single Effective Date

Approach to Implementation

- All eligible staff will have 1 single conversion date for the pay period closest to October 1, 2006. (Sept.25)
- All staff access benefits and entitlements at the same time, therefore, no one is advantaged over another.
- Allows for greater and more effective communication with MCOs/SCOs and staff.
- Defines consistent 6 month and 1 year review periods for MOA/MOS reviews.
- Ensures that appointment documentation and processes can be effectively managed.
- Allows for a greater number of disputes to be resolved prior to conversion.

The FPT Model

Under the Terms of the agreement conversion is a requirement unless there are legal (pension or other) impediments.

Considerations

- Historical hours of work for the review period (June 04 -June 05)
 - These are the actual hours that the employee was paid through CORPAY
- Courtroom utilization hours
 - To determine the pool of hours required in a specific location to cover the judicial schedules
- Ongoing operational needs/local changes
 - Introduction/reduction of WASH courts
 - Changes in Judicial Scheduling
 - Changes in Staff Complements
- Adjustments for approved leaves/temporary assignments out of court
 - The proration of an individual's hours

The FPT Model

Exclusions

- Training hours
- Travel time outside of work hours
- Overtime hours
- Hours worked temporarily backfilling for other employees
- Hours worked in a temporary or one-time, time limited contract
- Hours that have been worked that will not be worked in the future
- Hours for positions that were active during the review period and that have subsequently been cancelled/terminated

Staff Not Eligible to Convert

- A number of staff across the province unfortunately did not meet eligibility requirements to convert to FPT status.
- A number of smaller court sites may have no staff converting
- If you did not meet eligibility requirements and are not converting you will remain on the unclassified staff under your current employment terms and conditions and will continue to be scheduled for work as required.

Staff Not Eligible Cont'd

- You will however, be able to apply for competitions for FPT positions that are posted in the future
- Your manager /supervisor would be pleased to review with you the reasons why you did not meet eligibility requirements, on your request
- You can also speak to your local union Court Contact if you feel that you have a dispute regarding FPT that can't be resolved with your manager/supervisor

Scheduling Practices

Nothing has changed

- Courts continue to follow the same scheduling practices as they always have.
- Change is that FPT staff will need to be scheduled and hours of work monitored to ensure that staff will meet their annual hours category.
- Unclassified staff hours will need to be tracked to ensure they do not exceed 719 hours annually for all contracts.

Employee Documentation

Employees receive 2 packages at joint information sessions

- Conversion package includes:
 - Letter of intent – outlines rights and entitlements
 - Summary/Rationale for conversion worksheet
- Benefits package:
 - Summary and explanation of benefit entitlement
 - Oath of office/Oath of secrecy
 - Pension forms

Employee Documentation

- Ontario Shared Services (OSS) will conduct an induction session following this joint information session.
 - You should review the packages so that you can raise any questions about completing the forms
- Representative from OPSEU Pension Trust available to answer questions.
- Employee will have five days to review material, consult with any advisors, complete and return package.
- Categories assignments, benefits election etc. will be entered into WIN for automatic conversion on the effective date.
- OPSEU Benefits Officer is also available to answer questions by contacting OPSEU Head Office directly

FPT General Information

- For those who meet eligibility requirements conversion of you and your position to FPT status is mandatory under the terms of the collective agreement.
- Unless you have less than 9 months continuous service on the date of conversion (Sept. 25), the normal probationary period will be waived for you
- Those who will be converting effective September 25th will have applicable group insurance benefits coverage effective on October 1, 2006

Local OPSEU Court Contact

- **Step 1**
- May assist the employee with notifying their supervisor of a dispute within 30 days of receipt of their assignment to annual hours category
- **Step 2**
- If the supervisor cannot resolve the dispute within 7 days the Court Contact may assist the employee with completing the Joint Dispute Resolution Committee Referral Form and fax/submit to OPSEU Head Office, Job Security Unit.
- **Step 3**
- May participate in the JDRC attempts to resolve the dispute