

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).

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December 14, 2001

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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.