

## **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.

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