OPS Bargaining 2012-2013
OPS Central/Unified Team
Highlights of the Agreement

The explanations below are to guide members through the changes in the tentative Central/Unified agreement. Please refer to the signed tentative agreement for the actual contract language.

Term

A two year agreement, January 1, 2013 – December 31, 2014

Wages

Zero per cent wage increase in each year of the two-year contract. New permanent lower wage grid for new hires - three per cent lower than current starting grid. Members still progress through the wage grid.

- In August/September 2010 the government asked all bargaining agents to enter into "consultations" to negotiate 0 and 0 for wages under their "compensation restraint" policy.
- The 2012 provincial budget, this government with their compensation restraint policy and if parties negotiated collective agreements beyond 2 years, the compensation restraint would still apply
- Notwithstanding this we proposed wage increases particularly in view of the fact that OPSEU has experienced a disproportionate share of the pain as compared to other bargaining units (AMAPCEO) in downsizing the OPS.
- **The government would not move on this proposal. Union fought and kept progression through the wage grid, which the government wanted to freeze.**
- **Government also would not move on new lower wage grid for new hires.**

Termination Pay (page 63-64)

Elimination of entitlement for termination pay for new employees. Termination pay for current employees **NOT** affected.

- Employer proposed three items regarding termination payments
    - New hires would not get termination payments
    - Existing employees would be capped at their current entitlements
    - Employees going to another job with another employer under Reasonable Efforts (Appendices 9 and 18) would not get termination payments
- After considerable effort, we were able to retain termination pay for existing employees
- Existing employees will continue to accrue termination pay
- Unfortunately new hires will not get termination pay

- We were however able to negotiate language that if a fixed term employee gets a position in the regular service, and they have service prior to January 1, 2013, they will get termination pay

Surplus Factor 80

Employer refused to renegotiate Surplus Factor 80

- We provided the facts and figures justifying its continuance
- This was on the table to the very end
- Bottom line – surplus factor 80 just wasn't there
- The employer just wasn't moving on this
- Surplus Factor 80 was kept on the table until the last hours of negotiations.

Sick Leave (page 59-62)

After 6 sick days at 100 per cent pay, the remaining 124 days are paid at 66 2/3 per cent unless employee is suffering a severe mental or physical illness or injury or serious, chronic mental or physical illness or injury, in which case the days are paid at 75 per cent.

- The employer proposed the following changes to the short term sickness plan
    - The 124 days currently paid at 75% would be paid at 66 2/3%
    - The 7th and 8th days would be with no pay
    - Employees could only top up to 75% (instead of 100%) using only vacation credits (instead of any credits)
- After lengthy negotiations, it became apparent they would not move off the 66.67%.
- We were however, able to get the employer to withdraw its proposal regarding the 7th and 8th days at no pay
- We were also able to get the employer to agree to top up to 100% with any credits
- The employer tabled AMAPCEO's sick leave language that those employees who had a catastrophic injury or illness could get sick leave paid at 75%
- We were able to get the employer to move off of that
- We were however able to negotiate 75% of regular salary for those employees who have a certificate from a legally qualified practitioner who certifies the employee is unable to attend to official duties due to a severe mental or physical illness or injury or serious, chronic mental or physical illness or injury.
- This is significantly better language than the catastrophic injury or illness terms used by AMAPCEO in their settlement.

Job Security

- Surplus process now employee driven
- VEO at the beginning of the surplus process
- VEO can be accessed even if you have a retirement factor

- Entry level qualifications for direct assignments and for temporary vacancies
- Transition Exit Initiative – allows employees to exit OPS without a surplus notice (with approval)
- Employer now must provide Tuition Reimbursement and Career Transition Support
- Employer must maintain website listing all vacancies
- Any employee surplussed shall be laid off as "workforce reduction process" so as to qualify them for employment insurance

Why so many changes to Article 20?

In short, it wasn't working

Each fiscal year, less than 20 per cent of our surplussed members were able to find a direct assignment and very few were able to bump into a more junior position

As well, those members who were successful were those who actively went out looking for vacant positions instead of relying on the employer to find them a job

Our experience during the last four years also shows that where Voluntary Exit Options are offered before any surplus notices are issued, the number of members who left the OPS involuntarily was greatly reduced

19.1 (page 28)

- Notification of lay-offs will now be provided to the MERCs instead of the JESS
- Our chance of success improves when issues are dealt with at the MERC level
- The notification trigger point has been lowered to 30, from 50, providing greater involvement from OPSEU in the event of mass lay-offs

19.2.2 (page 29)

- The language has been tweaked to expand the role of the JESS and the MERCs in regards to multiple lay-offs

20.1.2.1 (page 29)

- This is an important new step
- The Pre-Surplus notification shall be issued to a workplace 6 days prior to surplus
- 5 days are afforded for employees to decide to elect a voluntary exit option, via pay in lieu, retirement (factor 90, 60/20 or age 65) or pension bridging (appendix 9 paragraph 2)
- New language specifying that Article 53&78 termination payments apply to the VEO options
- Under the current collective agreement, an employee cannot opt to take a VEO if they qualify for an actuarially unreduced pension – now they can

20.1.2.4 (page 30)

- New language – Employer has 5 days to respond to the employee's VEO option

20.1.2.5 (page 30)

- New language – IF an employee does not select a VEO option, they have not lost any entitlements under Article 20.

20.1.3 (page 30)

- New language – Any employee electing VEO shall be laid off as "workforce reduction process" so as to qualify them for employment insurance

20.1.4 (page 30)

- New Language – the employee portfolio has been changed to an employee-driven process
- The portfolio must be filled out for new employees within 6 months of hire.
- Employees can also update their employee portfolio at any time
- Any changes made must be implemented by the Employer within 5 days of receiving these changes

20.2 (page 30)

- New language – employee receiving surplus notice has 10 days to advise employer of option to receive 6 months' pay in lieu or stay employed for 6 months and seek a new job through Target Direct assignment.

20.2.1.4 / 20.2.1.5 (page 31)

- This language regarding pay in lieu options is a reflection of current practice and is now enshrined in the collective agreement

20.2.1.6 (page 31)

- New language that the Union is notified of time and place of meetings with employees

20.2.2.2 (page 31)

- If an employee is on leave of absence, the surplus notice shall be placed in hiatus until the employee returns to work

20.2.2.3 - 20.2.2.8 – Leave of Absence options under Surplus (page 31-32)

- New language – providing options to an employee on various leaves of absence when surplus notice is issued during the leave of absence and the employee's options in the process
- These articles now enshrine employee's rights in the collective agreement making certain employees rights are protected during the layoff process

20.3 – Target Direct Assignment – NEW PROCESS (page 33)

- Previously call “Redeployment”
- This is an employee-driven process, taking the job search away from HR Ontario, which has not helped employees facing layoff in the past
- Surplussed employees can now enter a job if they have the “entry level qualifications”, which makes it much easier to get into a job.
- Currently an employee must be “fully qualified” to redeploy which is a very difficult threshold to achieve
- The trade-off for “entry level qualifications” is that a surplussed employee can only move into the same job class, or two job classes below their current position or the same classification of a position which they have previously held on a permanent or temporary basis for a minimum of 12 months.
- Employees seeking a job now have the ability to look for employment opportunities, rather than waiting for HR Ontario to find something.
- Employer has 10 days, from the date of posting closing, to notify an employee if they are successful in reassignment under the TDA.
- Employees have 5 days to accept the job offer.
- If an employee meets the “entry level requirements” and is the most senior surplussed applicant, they shall be assigned to the job

20.4 – Displacement (page 34)

- Displacement (bumping) takes place at the beginning of the sixth month.
- Employees have the option to elect to displace an employee at the beginning of the surplus process.
- Those selecting to not choose to displace at the beginning of the process, have a last chance to elect to displace at the end of the third month.

20.5 – Tuition Reimbursement (page 36)

- Tuition reimbursement has been changed from “may” to “shall”, ensuring the employer will cover education costs

20.6 – Recall (page 36)

- Currently, only a very few employees go on recall
- New language – employees who have been laid off must notify the employer if they see a job posting that they believe they qualify for.
- HROntario will no longer maintain a recall list and search for matches.

20.7 – Voluntary Exit Option (page 37)

- New language – if a non-surplus employee, on short term sick leave, is matched to a VEO, their leave and employment shall be terminated and they will receive voluntary exit payments
- New language – a non-surplus employee, on WSIB or LTIP, will not be matched to a VEO until they return to work

- New language – a non-surplus employee, on an approved leave of absence, matched to a VEO, shall have their leave and employment terminated and will receive voluntary exit payments
- New language – a non-surplus employee, on a temporary assignment, may be matched to a VEO, however, the employees manager shall choose if the employee shall exit their employment immediately or if they can finish their temporary assignment.

20.8 – Temporary Vacancies (page 38)

- Employees being surplussed may be assigned into a temporary vacancy provided they apply (HROntario will no longer do the looking) and they meet the "entry level requirements".
- An employee's sixth-month surplus period shall be placed on hiatus while the employee is in a temporary vacancy

20.11 – Career Transition Support (page 39)

- The word "may" has been changed to "shall" in regards to receiving skills assessment, counselling and job search skills

20.12 – Conditional Assignments (page 39)

- This article has been deleted as there were no conditional assignments being made.

20.15 – Job Registry System (page 41)

- New language – a job registry system will be maintained for reporting temporary vacancies. This information will be provided to JESS
- New language – the employer is required to maintain an electronic website listing all vacancies that surplussed employees may search for employment under.

20.16 – Monitoring and Reporting (page 41)

- Currently we receive documents from the employer in PDF which are impossible to convert to a sortable format such as Excel, thus making these documents almost useless
- We will now receive these documents in a sortable format

20.17 – Payment of monies (page 41)

- The employer shall pay out lump sum and severance payments within 6 weeks of the last day of employment, unless otherwise agreed to by the employee

New Appendix - Successor Rights (page 42)

If the employer chooses to sell off a portion of the OPS and it is deemed a "sale of a business" employees exiting the ministry now have the right to a job offer with the new employer. If no offer is made, the employee receives entitlements under Article 20

New Appendix - Transition Exit Initiative (page 45)

- An employee may offer to end their employment with the ministry instead of the employer surplussing employees.
- Employees exiting the OPS under the TEI are entitled to a lump sum of six months' pay and severance payments of one week pay for every year of service.
- Unlike termination pay, there is no cap, so employees may receive more than 26 weeks' pay.
- Election of the TEI is subject to the employer's approval

Benefits

Supplementary Insurance – Art. 38/Art. 66 (page 28)

Previous language

Employees elect to pay $1,000.00 for spouse, $500.00 for each dependent child **OR**
$2,000 for spouse, $1,000.00 for each dependent child

New language

Employees elect to pay from $10,000.00 to $200,000.00 for spouse and from $1,000.00, $5,000.00, $7,500.00 or $10,000.00 per dependent child.

Fixed Term Employees, access to Insured Benefits – Art. 31.A.7.2 (new) (page 54)

- Employees now have the option to pay 100 per cent of the premium towards the insured benefit plan.
- The monthly cost is approximately $300.00 per family or $120.00 per single.
- They still keep their 6 per cent pay in lieu.

LTIP Top Up – Art. 42 and 70 (page 64)

- Effective Jan. 1, 2013 there is an increase of 0.5 per cent per year for the two-year term.
- In the final pass, we were able to push the employer off zeros for LTIP and we were able to achieve this ad hoc adjustment for our most vulnerable members.

Flexible Part-Time Employees – Appendix 32 (page 53)

- These employees can now opt in yearly (December of each year) to benefits. Previously, this was allowed only every three years.

Improved Union Rights

Article 5 – Information to New Employees improved (page 1)

- Many new fixed-term hires are not informed of their option to join the OPTrust pension plan
- In many cases, years of pension contributions have been lost, forcing staff to work longer to reach their pension factor
- The employer is now required to informed Fixed-term staff that they can start paying into the pension plan from date of hire

Article 16 – Local and Ministry Negotiations – Seniority Lists provided to MERCs (page 1-2)

- To date, the employer has been very reluctant, and in many cases has refused, to provide seniority lists of fixed-term employees to the MERCs.
- We were able to negotiate language that will provide MERC's with fixed-term seniority lists every 3 months
- MERCs will now have the information to hold the employer accountable on the use of fixed term employees
- Additionally a list of seasonal employees will be provided to the MERC's
- Some ministries were able to acquire seasonal seniority lists, but not many.
- This language will force the employer to disclose all seasonal positions to OPSEU centrally for tracking and protecting jobs.

Article 42 – Long Term Income Protection – List of employees on LTIP now provided to Joint **Insurance Benefits Review Committee (page 62)**

- The employer has never released the list of LTIP recipient employees to the Joint Insurance Benefits Review Committee
- This has resulted in members "falling through the cracks" as far as representation
- As well, many members have had their LTIP payments cut off and have been without pay, in many cases for years, and OPSEU never knew.
- This list will allow JIBRC to monitor employees on LTIP and ensure they receive proper and fair representation

Appendix 29 – MERC – expanded scope for committees (page 5 & 6)

- Training and development has been a central issue, but no funding was provided to resolve any issues
- Our experience is that funding for training and development is at the ministry level, not the central level
- Therefore, the MERC terms of reference have been updated to expand the scope of the committees to include training and development
- Areas of discussion can now include training and development language in other jurisdictions, alternative methods to e-learning, distribution of training and updating standards and the development of internal training programs
- Previously, unresolved workload issues could not be referred to CERC

- Any unresolved workload issues may now be referred to CERC
- In addition, where service delivery crosses more than one ministry, the affected MERCs will form a working group to deal with workload issues

Appendix 38 – Information and Information Technology – remains as an appendix (page 47-49)

The employer had proposed to convert the Information and Information Technology Appendix 38 to an Article.

Following several passes, the Team would only agree to keep it as an Appendix with minor modifications.

Appendix 39 – Centralized Mass Recruitment – new defined start date (page 25-26)

- We had a lot of problems with this appendix
- A major abuse of this appendix lies in how the 12 month time period in paragraph (a) is defined.
- The current language does not have a clearly defined start date
- With no clearly defined start, the 12 months never ended
- It now has a definite start date

Appendix 42 – Flexible Hours of Work Arrangements now includes telework (page 7-19)

Appendix 42 is amended to now include telework arrangements.

Model agreements are now included in the agreement.

Scope of the Bargaining Unit – not changed by AMAPCEO agreement (page 44)

The employer assured OPSEU in a Letter of Understanding that nothing in the recent negotiated AMAPCEO agreement would alter or erode the OPSEU Bargaining Unit scope language found in Article 1.

Anti-Bullying Language – now enshrined in Collective Agreement (page 59)

- This is the first time **Anti-Bullying Language** has been in the OPS Collective Agreement
- Bullying was and continues to be one of the biggest concerns our members face in the workplace
- The team was able to convince the employer that bullying happens in all their workplaces and the current Legislation, Section 32 of the Occupational Health and Safety Act, does NOT go far enough to protect our members
- This is the beginning of improving future language in Collective Agreements
- We had to fight to make language to apply to all, and specifically **managers**.
- Negotiating Anti-Bullying Language into the collective agreement **now makes it grievable**.

Employer Concessions

During this round of bargaining the team managed to fight off a large number of concessions that the employer had proposed.

Cuts to benefits – GONE
Current supplementary health benefit package has been preserved. The employer's proposal of a $500 total cap for all medical treatments including chiropractor, naturopath or massage therapy would have been devastating for many of our members

Cuts to call back language – GONE
Current language surrounding call-back has been maintained.

Reduction of notice on shift schedule change – MOSTLY GONE
Changes to shift schedule language was largely preserved. The employer wanted to reduce to 24 hours' notice. We eventually settled on 96 hours' notice, a small reduction from the current 120 hours.

Streamlining of grievance procedure – MOSTLY GONE (page 22-25)
The team fought off a streamlining of the grievance procedure. The employer wished to abolish what is currently known as stage one and have all grievances begin at stage two (the formal written process). The initial discussion procedure remains in place to give the members the ability to resolve issues without filing a formal statement of grievance.

Elimination of Appendix 40 (Employment Stability) – PRESERVED (page 55)
The employer wanted to eliminate Appendix 40, dealing with members affected by large workplace transformations (e.g. the Provincial Tax and Audit people impacted by the transfer to the Federal Government). Appendix 40 remains a template for the various MERCS to use in these situations. It has worked well in the past and will continue to be a benefit to our members.

Mass changes to Appendix 34 (Classification System) – ELIMINATED (page 59)
Appendix 34 deals with job evaluation and pay equity. The employer had suggested a massive rewrite of this appendix, but not to the benefit of the members. OPSEU currently has a complaint being adjudicated at the Pay Equity Tribunal and the employer insisted we drop that complaint in exchange for progress on this issue. We declined to do so.

Elimination red-circled employees progressing through the wage grid – GONE
Article 7 currently has a superior provision whereby employees that are red circled can continue to progress through the wage grid if they are currently not at the top level. The employer wanted to water down this provision and the team rebuffed them on this issue, maintaining status quo.

Elimination of Health and Safety protections – GONE
Once again, the employer wanted health and safety language surrounding video display terminals removed from the collective agreement. The employer failed to understand that this language also affords our members ergonomic protections but eventually agreed to leave the language as it was.

Increased conversion time for Fixed-Term Employees – GONE
The employer demanded both a longer conversion term (24 months) and more restrictive language for our fixed-term members who are eligible to be converted to the regular service. Both proposals were eventually withdrawn by the employer and fixed-term conversion language remains as is.

Waiving of relocation expenses – GONE
The employer proposed changes to Article 6 whereby members would have to waive relocation expenses if applying for a position outside of the area of search. This was rejected by the team and was subsequently withdrawn.

Extending employer ability to direct assign – GONE
The employer proposed extending Article 8 direct assignment timelines from 6 to 12 months. For clarity, the employer wanted to be able to directly assign people to positions without a competition for up to 12 months. The team believed that the employer was already abusing its rights with a six-month time frame, and the employer eventually withdrew this language.

Severe reductions in Meal and Mileage/Travel Credits – GONE
The employer proposed:

- NO Travel Time (PAY) while travelling to your normal or regular place of work in the field
- NO Mileage for Travel to your Normal or regular place of work in the field
- For anyone who does there travel to deliver a program within a radius of 24km of your headquarters NO reimbursement for mileage.
- The employer was trying to balance the books on our backs and make us pay for the privilege of working
- NO PAY for travel to your catchment area
- Travel to catchment area NO Mileage reimbursement
- Paying ONLY the lesser of the 2 for travel to a location other than your headquarters for work purposes

This entire proposal was fought off by your team!