



Completely unacceptable

Government offer would gut the OPS agreement

On November 13, OPS members finally got their long-awaited look at what the government would like to see in the next collective agreement.

In a word, it's less. A LOT less.

To the union's complete lack of surprise, the government's position is filled with takeaway after takeaway. Job security, termination payments, sick time, benefits, wages...all are on the chopping block in one form or another.

At the same time, government representatives at the table are saying that they want this to be a quick negotiation. They want this all done and wrapped up by Dec. 14 so that, we suspect, the decks will be cleared for a Liberal leadership convention in January. With that kind of an opening position, chances for a quick conclusion to negotiations are far less than slim, and very close to none.

We have to wonder what the government is thinking at this point. This proposal package could easily lead to a strike if left unchanged. So the only conclusion we can reach is that government is trying to scare every OPS worker with their opening position. Then, as Dec. 14 approaches, they will pull some of their proposals off the table except for the nastiest ones, order a vote,

and hope members will be relieved enough to be fooled into accepting it.

Your OPS bargaining teams have a real, credible and supportable position for the next contract. We want to stop the privatization of services without justification or accountability. We want safe workplaces for our members. We want to bargain quality public services for those who rely on them. We want a fair, reasonable contract for the members who provide vital services.

This is not asking for much.

In a recent media interview, OPSEU President Warren (Smokey) Thomas summed it up the government's position this way: "They're putting all the ingredients on the table to have a big knock-down, drag-out fight. And we're up to that challenge. Don't want it but if they bring it on, if they start it, we'll finish it. Guaranteed. We don't back down."

With members' support, your teams are completely up to that challenge. We will move forward with YOUR bargaining agenda, not the government's agenda. We will show the employer our members don't scare easily, and are smart enough to see through their tactics.

What the government has tabled

Last week, we gave a short synopsis of what was in the government's offer along with the actual documents tabled by both sides. Below is a more detailed explanation of what the employer is proposing to take away from your collective agreement.

ARTICLE UN 16 (UNIFIED) and ARTICLE COR19 (CORRECTIONS) - Salary

No wage increases for two years. With inflation factored in, a two-year wage freeze is actually a two-year wage cut.

SALARY PROGRESSION FREEZE AND IMPLEMENTATION OF NEW WAGE STRUCTURES (CENTRAL)

A new step on the grid that is 3 per cent below the current lowest step on that grid, affecting new hires

and possibly those applying for a new position. No employees progress on their wage grids for two years. Depending on the step increase, this is another wage cut for any employee not at the top of the grid.

For Corrections, during the current core hiring freeze and chronic staff shortages, this magnifies the impact.

ARTICLES 53 and 78 (CENTRAL) Termination Pay (upon retirement)

Termination payments are eliminated for all new hires. Existing employees' termination pay will be capped at what has been accrued up to Dec. 31, 2012. For example, if you have been employed for 11 years as of Dec. 31, your termination pay would be capped at 11 weeks.

APPENDICES 9 and 18 (CENTRAL) Termination Pay under Reasonable Efforts

No termination pay for any surplus employee who accepts a position outside the OPS under Reasonable Efforts, regardless what the position is. Employee will only receive entitlements under the Employment Standards Act, if applicable.

ARTICLES 44 and 71 (CENTRAL) - Short Term Sickness Plan

This is the "triple threat" employer takeaway. First, the employer wants to cut sick pay from 75 per cent to 66 2/3 per cent for sick time taken between 6 days and 124 days. Second, the employer will only allow you to top up your pay during this period (with credits) to a maximum of 75 per cent (currently you can top up to 100 per cent). Third, the employer will only allow you to use vacation credits to top up sick time (currently you can use any credits to top up sick pay, including overtime or lieu credits).

As an added bonus, after six days absence, the next two days would be without pay, and for any subsequent absence the first two days of that absence would be without pay.

NEW APPENDIX (CENTRAL) - Attendance Management

The employer intends to expand the Attendance Support and Management Policy to other program areas where attendance credit usage (sick time) is above the levels that the employer arbitrarily sets. This program is punitive in nature.

ARTICLES 39 and 67 (CENTRAL) - Supplementary Health and Hospital Insurance

Currently, OPS employees are entitled to \$25 per visit to an annual maximum of \$1,200 per year per practitioner for visits to a Chiropractor, Osteopath, Naturopath, Podiatrist, Physiotherapist or Masseur, and \$25 per visit to an annual maximum of \$1,400 per for a Speech Therapist. Employees are also entitled to \$25 per visit to an annual maximum of \$1,400 for visits to a Psychologist. Under the employer proposal, ALL these services would be grouped together, and employees would only be entitled to an annual maximum of **\$500 in total**. This would be a **95 per cent cut** in these benefits.

ARTICLE UN 5 (UNIFIED) and ARTICLE COR5 (CORRECTIONS) - Shift Schedules

The employer proposes to reduce the number of hours' notice that they are required to give you to change your shift schedule. Currently it is 120 hours, and the employer wants to reduce that to 24 hours. This will negate the purpose of having schedules and nullifies compressed work week agreements. You will not be able to plan anything in your personal life.

ARTICLE UN 9 (UNIFIED) and ARTICLE COR9 (CORRECTIONS) - Call Back

Change in language so that employee only receives one payment of four hours call back pay, regardless of how many times the employee is called back during that the four-hour period.

ARTICLE 8 (CENTRAL) - Temporary Assignments

Currently, the employer is required to post any temporary positions lasting longer than six months. They propose increasing that to 12 months, allowing the employer to hire anyone they want for assignments up to a year. It also allows the employer to “hide” temporary positions for a year, making it almost impossible for surplus employees to find temporary assignments.

ARTICLE 31A (CENTRAL) - Fixed-Term Employees

Return conversion time to full-time positions from 18 months back to 24 months (as it was previously), decreasing the number of Fixed-Term employees eligible for conversion.

ARTICLE 22 (CENTRAL) - Grievance Procedure

Eliminate Stage One which will take away the ability of the member and their manager to try and resolve the issue. Will only increase the amount of time to resolve grievances and further deteriorate local labour relations.

NEW ARTICLE (CENTRAL) - Information and Information Technology

Convert Appendix 38 to a new collective agreement article. This will allow the employer to continue and expand the use of outside IT consultants, while at the same time continue to surplus IT members.

ARTICLES 9 and 60 (CENTRAL) - Health and Safety and Video Display Terminals

The employer wants to eliminate this article (which eliminates the entitlement to breaks and annual eye exams). While many worksites now have LCD monitors, there would remain no protections for employees who are required to work with older CRT monitors. However, the real issue is ergonomics and eye strain, which applies to either technology.

SURPLUS FACTOR 80

The employer proposes not to renew this provision. This directly disadvantages higher-seniority members who are surplus from their job. It is worthy to note that the employer DID agree to this provision with AMAPCEO, with the ability to renegotiate it at the end of their agreement.

CORRECTIONS PROVISIONS

ARTICLE COR15/COR18 (Absenteeism Targets and RPT Absenteeism Targets); ARTICLE COR 8/COR16 (Overtime and RPT Overtime); APPENDIX COR13 (Joint Attendance Strategy and Implementation Committee); APPENDIX COR7 (Special Adjustments)

Continued use of the Attendance Support and Management Policy with unrealistically lower thresholds for attendance, capped bonuses at \$500 and remains non-inclusive.

ARTICLE COR 8/COR16 and APPENDIX COR8 - Overtime/RPT Overtime and Provincial Overtime Protocol

The employer is proposing to circumvent the overtime hiring protocol by removing any wait times between calls, allowing them to pick a favourite faster. This would reduce the hiring protocol to nothing more than a record-keeping exercise, eliminating fair and equitable distribution of overtime.

The employer also proposes to move Provincial Bailiffs from Schedule 4 to Schedule 4-7, which allows for overtime but will take compensating leave in lieu of overtime pay away from Bailiffs.

APPENDIX COR3 - Probation Officers Allowance

Reduce Probation Officer compensating days from seven days to five days, despite ongoing increases in unpaid overtime work.

ARTICLE COR6 - Shift Premium

Employer proposes the elimination of the Weekend Shift Premium, with only a small portion of that money re-directed to Correctional Officers' base rate of pay. This will result in a substantial wage reduction.

Fixed-Term Schedules and Pay Period Change

The employer intends to schedule all Fixed-Term employees on Fridays, Saturdays and Sundays.

Join the Conversation: OPS Bargaining

Telephone Town Halls

Wednesday, November 28: 8-9 p.m.

Thursday, November 29: 8-9 p.m.

Learn more about the employer's opening offer and our plan to bargain quality public services and prevent privatization.

If your phone number is in our database, you will get a phone call a few minutes before the Town Hall is about to start. All you need to do is stay on the line if you wish to participate.

If you do not get a call, dial 1-866-476-7782 at any time during the Town Hall. You may choose to listen only or participate in the discussion and polling by following directions.

Moderator:

Warren (Smokey) Thomas, OPSEU President

Panelists:

Roxanne Barnes, Chair, Central/Unified Team

Dan Sidsworth, Chair, Corrections Team

Support and Resources:

Ron Langer, Vice-Chair, Central/Unified Team

Glenna Caldwell, Vice-Chair, Corrections Team

Ruth Hamilton, OPS Supervisor/OPS Chief

Negotiator

Your OPS Bargaining teams

Central/Unified Team

Roxanne Barnes, Chair	CERC
Ron Langer, Vice-Chair	Region 1
Elaine Young,	Region 2
Tammy Carson	Region 3
Daryl O'Grady	Region 4
Edie Strachan	Region 5
Pierre Verhelst	Region 6
John Watson	Region 7
Len Elliott	Administration
Barb Friday	Corrections
Cindy Falcao	Institutional and Health Care
Betty Marchegiano	Office Administration
Shelley McCormick	Office Administration
Cam Jay	Operational & Maintenance/Technical
Jeff Weston	Fixed Term
Ruth Hamilton, Tracy More	Staff Negotiators

Corrections Team

Trish Goden	Region 1
Dan Sidsworth, Chair	Region 2
Glenna Caldwell, Vice-Chair	Region 3
Brian Dunham	Region 4
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Jim Mitchell	Region 6
Greg Arnold	Region 7
Rob Field	Staff Negotiator

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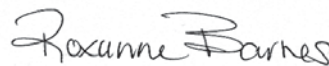
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Don't listen to rumours! TableTalk Update is your only official communication from the OPS Bargaining Teams.

Authorized for distribution:



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