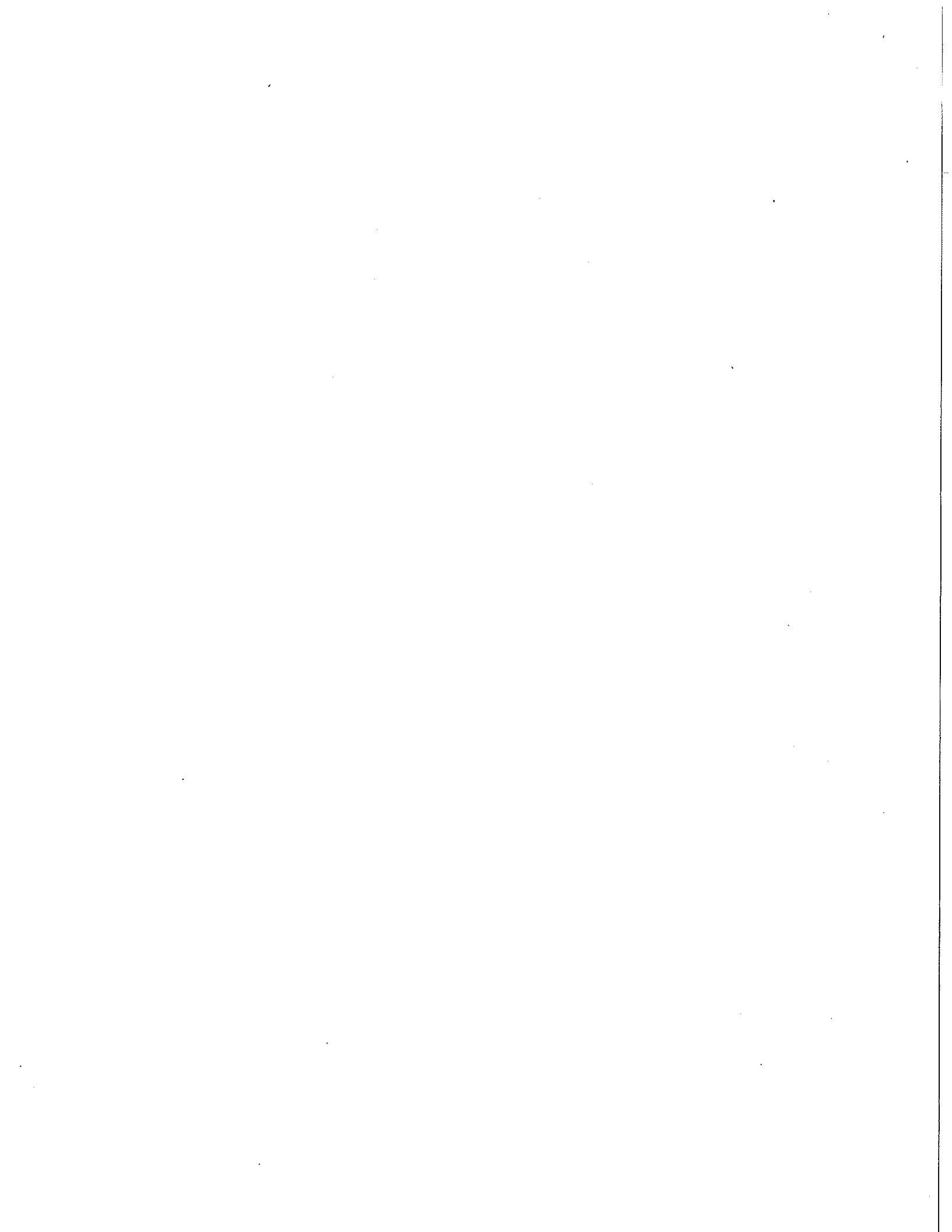


Employer Proposals
For
Amendment of the
Collective Agreement (expiring December 31, 2014)
Between
The Crown in Right of Ontario
as Represented By
Management Board of Cabinet
And
The Ontario Public Service Employees Union (OPSEU)

This document contains items requested by the Crown in Right of Ontario as represented by Management Board of Cabinet in collective agreement negotiations with the Ontario Public Service Employees Union (OPSEU).

These items are submitted without prejudice to any future proposed amendments or additions and subject to any errors or omissions. These items are also without prejudice or precedent to the Employer's position on any and all disputes between the parties.

The Employer reserves the right to introduce new proposals, amend or withdraw its proposals or to introduce counter-proposals to the Union's proposals during negotiations.



General Proposal

The 2013 Ontario Budget stated that "Going forward, compensation costs must be addressed within Ontario's existing fiscal framework, which includes no funding for incremental compensation increases for new collective agreements. The government is confident that broader public sector partners can work together to achieve outcomes that remain within the fiscal plan while protecting services. In future rounds of bargaining, the government is willing to work with employers and bargaining agents to look at mechanisms such as productivity improvements as a way to achieve fiscal and service-delivery goals."

The 2014 Ontario Budget confirmed that "any modest wage increases that are negotiated must be absorbed by employers within available funding and within Ontario's existing fiscal plan through efficiency and productivity gains or other trade-offs so that service levels continue to meet public needs."

The Fall Economic Statement reiterated that Government is seeking agreements that are consistent with the fiscal plan outlined by the government, which includes no new funding for compensation increases.

The Employer therefore proposes no compensation increases for the term of the collective agreement unless offset elsewhere.

ARTICLE 80 and UN17
Term of Agreement

To be discussed.

ARTICLE UN16
Salary

No salary adjustment in the first two years of the Collective Agreement and no salary adjustments for the remainder of the term of the Collective Agreement unless offset by savings elsewhere.

ARTICLE UN16
New Start Rate/Salary Grid Restructuring

Effective April 1, 2015, harmonize the salary grids for all classifications to 12 annual steps including a new entry level step for all employees at 5% below the current minimum (i.e. 11 steps + new 5% below).

ARTICLES 42, 44, 70 and 78
Long Term Income Protection/Short Term Sickness Plan

Effective January 1, 2016, restructure the Long Term Income Protection (LTIP) and Short Term Sickness Plan (STSP) as follows:

- a) LTIP benefits to be increased to 70% from 66 2/3%, and*
- b) Employees to pay the employee portion of pension contributions including when supplementing a WSIB Award, and*
- c) Pension contributions and pension credits to be based on LTIP earnings, and*
- d) LTIP benefits and coverage cease when an employee reaches their earliest unreduced pension (i.e. Factor 90, 60/20 and age sixty-five (65)), and*
- e) LTIP benefits to be calculated at the date of disability, and*
- f) LTIP qualifying period moved up to 17 weeks from 26 weeks with a corresponding adjustment to Short Term Sickness Plan (STSP) credits available after the initial six days from 120 to 79, and*
- g) Enhance the return to work of individuals on STSP and LTIP with a mandatory rehabilitation plan.*

ARTICLES 41 and 69
Workplace Safety and Insurance Board

Effective January 1, 2015:

- a) For the first sixty-five (65) days following a workplace injury or occupational disease for which a WSIB loss of earnings award has been made, employees are paid at 85% of net salary, and*
- b) Eliminate the ability to accrue vacation credits while in receipt of a WSIB loss of earnings award, and*
- c) Eliminate the ability to use accumulated credits to top up a WSIB loss of earnings award.*

ARTICLES 39.2 and 67.2.1
Supplementary Health and Hospital

Effective January 1, 2016:

- a) Introduce a tiered prescription drug formulary, and*
- b) Eliminate the employee-paid \$3.00 deductible, and*
- c) Employees to pay dispensing fees.*

ARTICLES 52 and 78
Termination Payments

Limit the accrual of termination pay entitlements upon retirement to service accrued up to December 31, 2015, payable at the rates applicable on December 31, 2015 and eliminate termination pay thereafter.

ARTICLE 7
Pay Administration

Effective January 1, 2015, freeze salary levels for all employees whose salaries are above the maximum of their current position, as a result of reorganization or reclassification of the position, until the position's salary maximum catches up with their current rate.

ARTICLE 20
Job Security

Employees who are assigned through targeted direct assignment into a position with a lower maximum salary than their previous position will be entitled to red-circling for the balance of the notice period - in line with the language of the previous collective agreement.

Create a qualification period of 6 months where a manager can assess the ability of an employee to meet the requirements of the job.

ARTICLE 6
Posting and Filling of Vacancies or New Positions

Effective January 1, 2015:

- a) *Limit the number of reference and personnel file checks required to only those candidates who are being considered for a job offer, and*
- b) *Permit employees to apply to competitions when an employee resides outside of the geographic area of search provided they waive entitlement to relocation expenses, and*
- c) *Notify the Local Union President when a candidate is hired from a previous competition at the earliest opportunity instead of (10) days in advance.*

ARTICLE 18
Seniority (Length of Continuous Service)

Extend the probationary period of new employees to twelve (12) months.

ARTICLES 31A AND UN14
Overtime

Effective January 1, 2015, revise the overtime provisions for Regular Part-Time and irregularly scheduled Fixed-Term Employees so that overtime is earned only when the corresponding full-time hours per week (36.25 or 40, as applicable) are exceeded.

ARTICLE 31A.15
Conversion of Fixed-Term Positions to Positions in the Regular Service

Amend the timeline for conversion from a fixed-term position in to the regular service from 18 months to 24 months.

Amend Article 31A.15 to reflect that only service in a position with no home incumbent counts for the purposes of conversion.

ARTICLE 32.8
Insured Benefits Plans

Effective April 1, 2015, amend provisions regarding benefits coverage of seasonal employees so that seasonal employees will pay for benefits coverage by paying premiums directly to the insurance carrier.

NEW APPENDIX
Grievance Procedure

Expand the current CERC File Review Memorandum of Agreement to include all grievances that involve multiple Ministries and incorporate the Memorandum of Agreement into the Collective Agreement.

ARTICLE UN 5
Shift Schedules

Shorten the requirement for notice of change in schedule from 96 hours in advance of the starting times of the shift originally scheduled to 24 hours.

GENERAL NOTES AND ALLOWANCES – UNIFIED BARGAINING UNIT
Ontario Clean Water Agency Salary Notes

Effective January 1, 2015, adjust the Pay for Certification salary adjustments for non-Peel OPSEU staff and resolve outstanding OLRB complaint.

GENERAL NOTES AND ALLOWANCES – UNIFIED BARGAINING UNIT
Nursing Salary Notes

Provide all nurses in the Nurse 2 and Nurse 3 General classifications with an increase of 1.24% (value of the N3 salary note) in the second year of the collective agreement.

Eliminate the N3 salary note for Nurse 2 and 3 General.

APPENDICES
Updated List of Appendices

All letters and memoranda of agreement appended to the collective agreement dated December 31, 2014 are renewed unless a specific proposal to amend or delete is made.

DELETE:

Appendix 40 – Employment Stability

Appendix 46 - Transition Exit Initiative

Appendix 47 – Letter of Understanding - JIBRC Template Materials

RESOLUTION OF DISPUTES

The Employer is seeking to discuss a number of outstanding disputes including, but not limited to, grievances related to STSP, TEI, LTIP, with a view to reaching resolutions on these matters.

DISCUSSION

The Employer is seeking to discuss work arrangements for ServiceOntario employees with a view to increasing flexibility around a number of items including, but not limited to, scheduling and work location.

HOUSEKEEPING

General housekeeping amendments to be discussed.