



**Union Proposals
for the renewal of the
Central 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)

November 20, 2014
Sheraton Centre

OPSEU is submitting its proposals without prejudice to any future proposed amendments or additions, and subject to any errors or omissions.

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

CENTRAL AGREEMENT

Insured Benefits

The Union will table its proposals on Insured Benefits during the course of bargaining.

Job Security

No contracting out.

Amend Articles 19 and 20 and accompanying Appendices, including Appendix 18 and Appendix 40.

- Improve surplus provisions
- Improve and clarify Article 20 processes
- Incorporate language from Explanatory Notes into agreement
- Improve successor rights
- Include red circling under Article 20.3
- Amend Article 53.4 (Termination Pay) to be based on date of hire

Privatization

OPSEU condemns the privatization of public services. Privatization does not protect the public interest, does not protect citizens' privacy or security, and does not improve services or save money.

- A public service or work will not be privatized or contracted out to the private sector without public consultation and without clear demonstrable evidence that privatization will lead to improved services and cost savings.
- A decision to privatize or contract out a service or work will not be made without a full and open review by an independent and mutually agreed upon Review Agency or individual, who will ensure full cost/benefit analyses and comprehensive social and economic impact studies are conducted.
- Public sector workers and their representatives and other interested parties shall have standing in the review process.
- The reviewing agency or individual will issue a final report and recommendation and will table the report and all studies or analyses to the Legislature and/or the Standing Committee on Public Accounts.

- In the event that a specific privatization is recommended and determined to be in the best interest of citizens, employees will have the ability to move to the new employer with all existing rights, benefits and entitlements.

Appendix 46 – Transition Exit Initiative

Amend, including:

- add seasonal employees
- add timelines for approvals
- add leave date to TEI form
- approve TEI requests before surplussing
- minimum targets for approval for each ministry

Fixed Term (including Seasonals and Students) and Flexible Part-Time

Appendix 32 – Flexible Part-Time Employees

Amend Appendix 32 to address issues on hours of work, scheduling, benefits and overall working conditions.

Article 31 – Fixed Term Employees

Amend Article 31A.4 – Reporting Pay

Amend Article 31A.16 to include Article UN 5 – Shift Schedules

Amend Article 31A.7

- to remove one month of continuous service eligibility period
- to change one-time option to elect to pay for benefits

Amend Article 5 that new employees will receive notice in writing of ability to elect to purchase benefits.

Amend Article 31A.8 regarding use of attendance credits and how attendance credits are calculated.

Amend Article 31A.9 to include Pregnancy and Parental Leaves in the calculation of the length of continuous service.

Amend Article 18.1 to delete “actual number of full-time weeks” with “total number of hours worked”.

New language regarding Rollovers of Fixed Term employees

Seasonals

Amend Article 16.5.2 to replace “date of continuous service” with “date of original hire and total seniority hours”.

Amend Article 32.3.1 to change definition of probationary period

Amend Article 32.16 regarding use of attendance credits and how attendance credits are calculated.

Amend Article 32.21 to add Article UN 5

Union wishes to discuss issues regarding use of Seasonal employees

Students

Amend Article 33 and wage grids to reflect changes to minimum wage as per *Employment Standards Act*.

Students to receive percentage in lieu of vacation and holidays.

New language that the employer will reimburse all expenses incurred in obtaining a CPIC.

Add Articles 5 and 9 under Article 33.6.

Health and Safety

Amend Article 9.8 to incorporate language on ergonomics.

New language regarding Occupation Stress Committees.

New language regarding Workload and Staffing.

New language regarding Provincial Joint Health and Safety Committees at MERC tables.

New language regarding Health & Safety training to be conducted by the Workers Health and Safety Centres.

New language regarding Court House Security.

Vacation

The Union will table its proposals regarding vacation during the course of bargaining.

Article 6 – Posting and Filling of Vacancies or New Positions / Appendix 39 – Mass Centralized Recruitment Process

Amend Article 6 including:

- Delete Article 6.1.2
- Amend article 6.2 to include Seasonals
- New Article regarding French Language Services designated positions
- New language regarding access to current position specifications
- New Letter of Understanding regarding the filling of vacancies.

Mass Centralized Recruitment Process – Eligibility lists with names to be shared with MERCs when reach back process used

Article 8 – Temporary Assignments

Amend Article 8 including:

- Amend length of temporary assignments
- Use of agency staff or consultants
- New language regarding elimination of a level in a class series
- Temporary assignments to be offered to employees in the OPSEU bargaining unit before offering them to employees outside of the bargaining unit

Definitions:

- Include definition of “New Hires”

Articles 10 and 58 – Work Arrangements / Appendix 42

Amend language regarding Compressed Work Week Arrangement to include:

- Access to CWW arrangement shall not be unreasonably denied

Include Job Sharing Model Agreement.

Amend Job Trade language.

Amend Appendix 42 that Telework agreements automatically terminate upon the release of a “No Board” report.

Amend Appendix 42 to include Compressed Work Week and Job Sharing arrangements.

Articles 49/75 – Special and Compassionate Leave

Amend language that leaves of absences under Articles 49/75 shall not be unreasonably denied.

Union Representation

New Letter of Understanding regarding Union Representation during Investigations.

New language regarding Union Representation at any time employees meet with the employer, including any step of the grievance process, accommodation meetings and for any step under ASMP.

Article 22 – Grievance Procedure

Amend Article 22.15 that Letters of Counsel will be destroyed after a set period

Holiday Payment

Amend Article 73 and Article UN 13 to give Schedule 6 the option of choosing pay or equivalent time off in lieu.

Bereavement Leave

Harmonize Bereavement Leave.

Union Time Off

Amend Article 23.9 to allow greater time off for Local Presidents based on the size of the local.

New language that representation on MERCs and at all stages of the Grievance Procedure shall be considered a duty assignment and will be compensated at the regular hourly rate of pay for the scheduled shift and with no loss of credits.

Legal Indemnification

New language similar to Article COR 14.

Training and Development

Amend language that will require each MERC to form a Training and Development Subcommittee.

Merged Job Duties

When performing job duties of multiple classifications, the incumbent shall be paid at the higher rate of pay.

Sick Leave (including Short Term Sickness Plan, Long Term Income Protection, Workplace Safety and Insurance)

The Union will table its proposals on Sick Leave during the course of bargaining.

Termination Payments

The Union will table its proposals on Termination Payments during the course of bargaining.

Appendix 38 – Information and Information Technology

Delete.

Term

To be discussed.

HOUSEKEEPING

Renew all Appendices (unless otherwise noted above).

Article 73.1.1 – Correct formatting error.