



The Real Deal

Bargaining news from your OPSEU Central Bargaining Team in the Ontario Public Service

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Union lifts media blackout to boost drive for settlement

“After six weeks on strike, we are deeply disappointed that this employer has chosen not to negotiate with its employees,” said Marg Simmons, chair of the OPS Central Team. “We can only conclude that our employer would rather spend more energy and resources trying to break your spirit, and your union, than bargain a collective agreement.”

We believe that our employer has negotiated in bad faith, and that the bureaucrats remain entrenched in their total disrespect and disregard for their employees. They have such little regard for the citizens of this province that they are prepared to do nothing to move bargaining forward. We are so convinced of this that we have filed a bargaining in bad faith charge against Kevin Wilson – the head bureaucrat.

We also believe that there are two prevailing issues preventing us from settlement. This is not a collective bargaining problem, but a failure of political will. It is also personal on the part of

the bureaucrats. We need to overcome both. In the normal course of bargaining, we could bridge the gaps between us and our employer. We need to bring this back to a business relationship and to do that, Ernie Eves must get rid of Kevin Wilson, the prevailing barrier to these negotiations.

Beginning today, your bargaining team will be contacting all of the cabinet ministers to inform them about what’s really on the table and how close we are and what we need to achieve a contract. **We would ask that you contact your MPPs immediately and tell them about the differences.**

Bargaining – real bargaining – requires give and take. We have moved on all of our positions in order to reach a fair settlement for you. We are confident that we can reach settlement if and when Ernie Eves takes responsibility and plays an active role in these negotiations. He needs to rid the

process of the bureaucrats, Kevin Wilson and Malcolm Smeaton and relieve David Tsubouchi of his responsibilities. Tsubouchi’s inability to offer any solution to this situation speaks volumes about his inadequacy as a leader in this process.

After six weeks on the picket line, we know the hardships you are facing. We are also on strike pay, and we know the pain. The strength, resolve and determination you have shown is the fuel that has kept us going.

We will not betray you now. We will not let your energy and commitment go to waste. We will not turn our backs on the courage you have shown in standing up to the bullies that call themselves our employer. We know that the lack of information you have received has been frustrating. For that reason, here the five major issues remaining in dispute:

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POST AND CIRCULATE

Pension issues

Union proposal (April 21, 2002)

- a) employer to withdraw any objections to extension of the Factor 80 program, at the employee's option, to October 31, 2002, with the employees paying the cost (subject to employer withdrawing its pension proposals).
- b) Factor 80 extension for surplus employees: agreed as in employer proposal of Feb. 14, 2002

Employer proposal (April 21, 2002)

- a) The employer agrees to Union's request that it be permitted to purchase, with its share of the gains in the Plan, the extension of the Factor 80 window to October 31, 2002. This is without prejudice to the position of either party in any other case concerning conditions that may be required where the use of gains in the Plan or under the Sponsorship Agreement is in issue in the future. This is also not to be relied upon by the OPSEU Pension Trust in any other case, and the parties shall so direct the OPSEU Pension Trust.
- b) Subject to paragraph 1, it is understood that the term "for the benefit of plan members" in s.56 of the Sponsorship Agreement shall be deemed not to include the terms and conditions of any early retirement program.
- c) It is understood that where any permanent benefit improvement is approved under s.56 of the Sponsorship Agreement, the employer will be credited against any future employer service costs associated with the benefit improvement.
- d) It is understood that, while pension issues are bargainable, the Sponsorship Agreement, the Pension Plan, the Trust Agreement, and any other ancillary documents concerning the Pension Plan do not form part of the Collective Agreement.

Translation:

The employer will sign the amendment for the extension of Factor 80 to October 31, 2002 but persists in attaching offensive conditions. Under their proposal we will never be able to unilaterally extend Factor 80 again. Further, the employer continues to assert that they have the right to meddle and tell us how we will spend our share of the pension surplus. As of right now, the Sponsorship Agreement already gives us the right to use our surplus for benefit improvements that increase your retirement pension. The other employer pension issues are take-aways designed to roll back gains that OPSEU has made. The employer wants us to give up our ability to arbitrate individual pension issues that was established when we took the employer to court.

This is a no cost item for the employer but a real cost for you should they succeed.

Benefits (as amended April 21, 2002)

Union's position

- a) Tendering: maintain as amended: New letter of understanding to provide that the parties agree that the benefit plans will be tendered to market before Dec.31, 2003. The parties agree to include a drug card as part of the tendering process.
- b) Vision care: \$300; 80 per cent employer paid
- c) Paramedical: \$25 per visit, no cap, speech therapy and psychologists (include MSW): \$25 per half hour, no cap, delete ...for each visit not subsidized by OHIP from article 39.2.5 and article 67.2.5.
- d) Dental major: amend to 50 per cent coinsurance, increase to \$2000 per year maximum
- e) Semi private coverage: amend to \$120 per day
- f) Hearing aids: amend to \$1200 each four years

Subject to employer agreeing to changes to its benefit proposals, as follows:

Orthotics: 75 per cent of two pairs per year

Orthopedic shoes: 100 per cent of two pairs per year

Dental recall: extend to nine months, except dependent children (remains at six months)

Eliminate fluoride treatment for adults

Amend: preferred generic drug substitution as follows:

Provided that a generic drug is listed in the Canadian Pharmaceutical Association compendium of Pharmaceuticals and Specialties, reimbursement for drugs covered by the Plan will be based on the cost of the lowest priced generic version of the drug that the dispensing pharmacist can readily provide, unless the prescribing physician or health professional stipulates no substitution, in which case the reimbursement will be based on the cost of the drug prescribed.

Employer to withdraw other proposed benefit changes

Employer proposal (as amended April 21, 2002)

- a) Vision care: \$300/2 years, 80/20 employer/employee split
- b) Paramedical: all practitioners; \$25/visit, \$1200 cap per practitioner
- c) Speech Therapist: \$25/half hour, \$1400 maximum
- d) Psychologists: \$25/half hour, \$1400 maximum
- e) Dental: major restorations; 50 per cent with \$1200 maximum
- f) Hospital care: coverage of \$120/day
- g) Hearing aids: \$1200/four years

Cost limitation measures

- 1. No coverage for fertility drugs (starting in 3rd year of contract)
- 2. \$9 dispensing fee cap
- 3. per prescription deductible of \$3.00 starting in 2nd year of contract and a \$5 deductible starting in the 3rd year of contract
- 4. Mandatory generic substitution/pricing: payment of 90 per cent of generic product cost only when generic product exists, employee pays difference if brand name dispensed.
- 5. Limit of coverage to drugs that require a doctor's prescription
- 6. Coverage of orthopaedic shoes/orthotics: 75 per cent of cost for orthopaedic – 1 pair/yr. max. \$500, 100 per cent of cost for orthotics – 1 pair/yr. max \$500
- 7. Extend dental recall from six to nine months (except for children 12 and under)
- 8. Dental fee guide lag of one year in each year of CBA (starting in 3rd year of contract)
- 9. Dental plan deductible of \$100/year for single and family
- 10. Eliminate fluoride treatments for adults.
- 11. Eliminate out of country coverage.
- 12. Letter of understanding agreeing to initiate a tender of the benefit plan during the term of the collective agreement.

Translation:

We are approximately 1.8 million dollars apart in improvements to our benefit plan. However, this does not include the 11 million dollars that the employer wants to remove from your current benefit plan in your collective agreement.

The employer offer to OPSEU does not even meet what AMAPCEO was given without going on strike.

Wages and Terms

Union proposal (maintain position of April 2, 2002)

- a) Term 36 months, to expire on Dec. 31, 2004. General wage increase of 2.5 per cent Jan. 1, 2002, plus 2 per cent “in return for changes to the posting provisions of the agreement” (see Articles 6.1.1, 6.1.2 and 8.6.3 below) effective Jan. 1, 2002, 2.5 per cent Jan. 1, 2003, 2.5 per cent Jan. 1, 2004, compounded.
- b) Salary note to be appended to all salary grids, as follows:

X.1

Effective January 1, 2002, an employee who is at the maximum of the salary range for his or her classification shall be eligible for an increase to his or her rate of pay of 1.5 per cent over the maximum rate of the classification. Such increase shall be based on satisfactory performance. For employees who have been at the maximum of the range for twelve months or more on Jan. 1, 2002, the increase shall be effective on January 1, 2002. For employees who have been at the maximum of the range for less than twelve months on January 1, 2002, the increase shall be effective twelve months after the employee achieves the maximum of the range.

X.2

Effective January 1, 2002, an employee who is at the maximum of the salary range for his or her classification shall be eligible for an increase to his or her rate of pay of 2.5 per cent over a maximum rate of the classification. Such increase shall be based on satisfactory performance. For greater certainty, this increase is in lieu of, and not in addition to, the amount provided for in X.1. An employee shall receive the increase twelve months after he or she received the increase provided for under X.1.

X.3

Effective January 1, 2004, an employee who is at the maximum of the salary range for his or her classification shall be eligible for an increase to his or her rate of pay of 4.0 per cent over the maximum rate of the classification. Such increase shall be based on satisfactory performance. For greater certainty, this increase is in lieu of, and not in addition to, the amounts provided for in X.1 and/or X.2. An employee shall receive the increase twelve months after he or she received the increase provided for under X.2.

- c) We have also tabled a comprehensive proposal to address classification grievances to be settled through binding arbitration. The proposal would also allow for a down payment for pay equity purposes equal to .5 per cent of payroll. This would be paid to all employees on or before Jan. 1, 2003.

Employer's proposal (as proposed March 10, 2002)

- a) As amended in March 10, 2002. To provide an across-the-board increase in the first year in exchange for productivity and efficiency gains of 1 per cent.
- b) As tabled on March 10, 2002.
 - 7.X1 Effective January 1, 2002, an employee who is at the maximum of the salary range for his or her classification shall be eligible for an increase to his or her rate of pay of 1 per cent over the maximum rate of the classification. Such increase shall be based on satisfactory performance. For employees who have been at the maximum of the range for

twelve months or more on January 1, 2002, the increase shall be effective on January 1, 2002. for employees who have been at the maximum of the range for less than twelve months on January 1, 2002, the increase shall be effective twelve months after the employee achieves the maximum of the range.

7.X.2 Effective January 1, 2003, an employee who is at the maximum of the salary range for his or her classification shall be eligible for an increase to his or her rate of pay of 2 per cent over the maximum rate of the classification. Such increase shall be based on satisfactory performance. For greater certainty, this increase is in lieu of, and not in addition to, the amount provided for in 7.Z.1. An employee shall receive the increase twelve months after he or she received the increase provided for under 7.X.1.

7.X.3 Effective January 1, 2004, an employee who is at the maximum of the salary range for his or her classification shall be eligible for an increase to his or her rate of pay of 3 per cent over the maximum rate of the classification. Such increase shall be based on satisfactory performance. For greater certainty, this increase is in lieu of, and not in addition to, the amounts provided for in 7.X.1 and/or 7.X.2. An employee shall receive the increase twelve months after he or she received the increase provided for under 7.X.2.

Translation: The employer maintains its position of 1.95 per cent in each of the next three years. The employers' wage offer represents a 7 per cent increase over three years for all members. Their new article 7X is an increase offered only to classified staff at the top of their pay grid. Unclassified staff would be exempt. Classified staff would be eligible to receive a further 3 per cent over three years. Our wage proposal is equal to an increase of 9.8 per cent over three years with a salary note attached equal to 4.5 per cent compounded over three years for those members at the top of their grid.

Unclassified Issues

Union Proposal

- a) Amend Article 31.15.1.1 Where the same work has been performed by an employee in the Unclassified Service for a period of at least eighteen (*delete two*) (18) consecutive (*delete years*) months , except for situations where the unclassified employee is replacing a classified employee on a leave of absence authorized by the Employer or as provided for under the Central Collective Agreement, and where the ministry has determined that there is a continuing need for that work to be performed on a full-time or part-time basis, the ministry shall establish a position within the Classified Service to perform that work.
 - b) 31.15.1.2 Where the ministry has determined that it will convert a position in accordance with Article 31.15.1.1, the status of the incumbent in the position will be converted from unclassified to classified, provided that the incumbent has been in the position in question for at least (*delete two*) eighteen (18) consecutive (*delete years*) months .
 - 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
- 4 (b) Amend Art. 31.7.1 as follows:
Effective upon ratification by both parties, all (*delete full-time*) unclassified employees shall, upon completion of one (1) month of continuous service, receive in lieu of all employee benefits listed in Part B of the Central Collective Agreement, save and except holiday and vacation pay, an amount equal to (*delete two*) six percent (6%) of their basic

hourly rate for all hours worked exclusive of overtime. Such in lieu payment shall not apply to seasonal employees as defined in Article 32.2 (Definition) who qualify for coverage pursuant to Article 32.8 (Seasonal Employee Benefits -General).

- g) Student wages: provide for \$1.00 per hour increase in student wage rates. Agree to employer proposal for Law Students: 1st year – \$16.40 per hour, 2nd year - \$18.40 per hour
- h) Seasonal qualifier: Add a new article 32.2.1.1
- i) Notwithstanding Article 32.2.1, where a seasonal employee is hired by the same ministry on a separate full-time contract of less than eight weeks’ duration, the period of time worked under the separate contract shall be deemed to be part of the employee’s seasonal employment.
- j) Seasonal other ministry work: Agreed as in employer proposal in M-17: Notwithstanding article 32.4.2.1 (d), a seasonal employee shall not lose his or her seniority where he or she is unavailable for or declines an offer for re-employment if the employee is, at the time of such offer, working on another seasonal contract with the Employer. It is understood that a seasonal employee is entitled to decline an offer of re-employment on such grounds only once.
- k) Unclassified/seasonal pregnancy and parental leave: Maintain
- l) Application of UBU Art. 5: Maintain as amended in U18- agree to employer proposal subject to them withdrawing its proposed change to Article 31.15.
31.16.3 Where an unclassified employee (other than seasonal, student or GO-Temp employees) has been regularly scheduled to work a 36.25 hour or 40 hour week for a period of at least five months, article 5 of the bargaining unit agreements shall apply to such employee, as long as the employee continues to be regularly scheduled for such hours.

Employer proposal (as tabled April 3, 2002)

- 1. Amend Article 31.7.1 change 2 per cent to 6 per cent
- 2. Article 31.15.1.1 – change “at least two consecutive years” to “at least eighteen consecutive months.”
- 3. Article 31.15.1.2 – change “at least two years” to “at least eighteen months.”

Translation:

22 per cent of our unclassified members are considered part-time contract workers. Some have been in this position for as many as 24 years, never receiving benefits, never qualifying for a pension and never having any security. We are fighting to give these part-time workers benefits and conversion language. The employer disagrees by refusing to recognize them at all.

Term Classified (April 21, 2002)

Union proposal

Subject to agreement on unclassified issues as set out in our proposal for unclassified language, the Union proposes the following amended “Term Classified” position:

New Article 31A:

- 31A.1.1 All term classified positions shall be posted in accordance with the terms of the collective agreement.
- 31A.1 The Employer agrees that employees will be appointed to term classified positions only in exceptional circumstances.

- 31A.1.3. In order to give effect to this principle, the Employer agrees that the number of term classified positions shall not be greater than two (2%) per cent of its classified work force, calculated annually, beginning on the first day on which this collective agreement comes into effect. The Employer further agrees to indicate quarterly the names, classification and numbers of such employees and will table this information quarterly with the Central Employee/Employer Relations Committee (CERC).
- 31A.3 Articles 31A.4 to 31A.7 apply to term classified employees appointed under section 7.1 of the *Public Service Act*.
- 31A.4.1 Term classified employees shall not be appointed to a term longer than eighteen (18) months, nor shall the length of a term project exceed eighteen (18) months.
- 31A.4.2 If at the end of a term classified employee's project it is decided that the position should be made classified, the parties agree that it shall be posted and filled in accordance with terms of the collective agreement.
- 31A.4.3 Where a term classified employee's employment ends prior to his or her term or prior to eighteen (18) months from its start date the employer shall be able to fill only that portion of the uncompleted term of the project.
- 31A.5.1 Except as provided in this Art. 31A, term classified employees shall be governed by all articles of and appendices to the central collective agreement which apply to classified employees and, in addition, shall be included in the OPSEU Pension Trust.
- 31A.5.2 Except as provided in this Art. 31A, term classified employees shall be governed by all articles of and appendices to the bargaining unit collective agreement which apply to classified employees and correspond to their classification. For greater certainty, all employees appointed to term classified positions shall be paid at the rate for the equivalent classified position.
- 31A.5.3 For greater certainty, the application of Art. 18 shall be as provided in Art. 18.1 for full-time term classified employees and shall be as provided in Art. 18.2 for regular part-time term classified employees.
- 31A.6.1 Notwithstanding Article 31A.5, Article 20 shall not apply to term classified employees.
- 31A.6.2 In the event of the release of a term classified employee during the employee's term of employment, the employee shall be given sixteen (16) weeks' written notice of termination or an amount equal to sixteen (16) weeks regular wages in lieu of notice.
- 31A.7 Notwithstanding 31A.5, the maximum coverage under Article 42 or 70 for a term classified employee shall be for a period of 18 months or to the date of expiry of the employee's term, whichever is less. The employee's rights and the Employer's obligations under 37.2(b), 38.1.2(a), 38.3, 65.2(b), 66.1.2(a) and 66.3 shall expire upon the expiry of the same period of 18 months or the date of expiry of the employee's term, whichever is less.

Employer's proposal

- 31A.1 Articles 31A.1 to 31A.10 apply to term classified employees appointed under section 7.1 of the *Public Service Act*.
- 31A.2 Except as provided in this Article 31A, the following provisions of the Central Collective Agreement apply to full-time term classified employees: 1, 2, 3, 4, 5, 6, 9, 10.1, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25.1, 26, 27, 28, 29, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 79 and 80. Except as provided in this Article 31A, the following provisions of the Central Collective Agreement apply to regular part-time term classified employees: 55.1 (except the incorporation therein of Articles 8, 19 and 25.2), 56, 57, 58, 59, 60, 61, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 79 and 80.
- 31A.3 Except as provided in this Article 31A, the provisions of Parts A and C of the Bargaining Unit Collective Agreements shall also apply to full-time term classified employees. Except as provided in this Article 31A, Article 55.2 of the Central Collective Agreement and Parts B and C of the Bargaining Unit Collective Agreements apply to regular part-time term classified employees.
- 31A.4 Notwithstanding 31A.2, the release of a term classified employee during the employee's term of employment, and the termination of employment upon the expiry of the term, shall not be considered to be a dismissal and shall not give rise to an alleged violation of the Collective Agreement.
- 31A.5 In the event of the release of a term classified employee during the employee's term of employment, the employee shall be given sixteen (16) weeks' written notice of termination or an amount equal to sixteen (16) weeks regular wages in lieu of notice. Severance pay shall be given in accordance with the *Employment Standards Act*.
- 31A.6 (~~Delete: Notwithstanding 31A.2, a vacancy within the term classified service need not be advertised pursuant to Article 6 or 56.~~) For a period of one (1) year after the release of, or the expiry of the term of, a term classified employee, the employee may apply for vacancies advertised under Article 6 or 56.
- 31A.7 Notwithstanding 31A.2, Articles 50.3.1, 50.3.2, 50.3.3, 50.7, 51.5.1, 51.5.2, 51.7, 76.3.1, 76.3.2, 76.3.3, 76.7, 77.5.1, 77.5.2 and 77.7 shall not apply to a term classified employee. Notwithstanding 50.6.1, 50.6.2, 51.6, 76.6.1, 76.6.2 and 77.6, the entitlement of such an employee to be reinstated ceases when his or her appointment to the term classified service expires.
- 31A.8 Notwithstanding 31A.2, the maximum coverage under Article 42 or 70 for a term classified employee shall be for a period of 24 months or to the date of expiry of the employee's term, whichever is less. The employee's rights and the Employer's obligations under 37.2(b), 38.1.2(a), 38.3, 65.2(b), 66.1.2(a) and 66.3 shall expire upon the expiry of the same period of 24 months or the date of expiry of the employee's term, whichever is less.
- 31A.9 Notwithstanding 31A.2, the benefits for term classified employees shall be subject to the same limitations as those for full-time classified employees, and subject to the further limitation that employees shall not be reimbursed for orthodontic services.

31A.10 Where a term classified employee has been employed for a period longer than three (3) consecutive years from the date of his/her appointment as a term classified employee, the employer shall establish a position within the Classified Service to perform the work of the employee, and the status of the incumbent will be converted from term classified to classified.

31A.11 The Employer agrees to supply quarterly to the Central Employee/Employer Relations Committee (CERC) the names, classification, and numbers of Term Classified employees hired within the bargaining unit each quarter.

Translation: We are extremely disturbed with the idea of a new category of employee. We also have made every attempt to minimize what we consider a bad idea. We also have made every attempt to link this third class of employee directly to improvements for our unclassified members while protecting all of our members. The employer has disagreed.

How to contact your team members

You can contact the Central Team directly at (416) 815-1406, by fax at (416) 815-1412 or by e-mail at centralteam@opseu.org.

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Authorized for distribution by Marg Simmons, chair, Central team, and Leah Casselman, president.
