

Guide to the Collective Agreement

Prepared for Fixed-Term Employees

Written in January 2022

ONTARIO PUBLIC SERVICE - UNIFIED

OPSEU/SEFPO members who work for the ministries and agencies of the Ontario Public Service (OPS) provide the services that Ontarians depend on every day to keep our communities safe and improve our quality of life. We are the backbone of every public service the province of Ontario provides: education, health care, social services, public safety, transportation and infrastructure, labour standards, food and water safety, consumer rights, protection of the environment and natural resources, and human rights and accessibility, to name just a few. The Unified Division of the OPS includes most of the OPSEU/SEFPO members who work for the Ontario Public Service, with the exception of the Corrections Division.

Welcome to OPSEU/SEFPO Local # : _____

Local Executive Committee (LEC):

President:

Email/Phone:

Work Location:

Vice-President:

Email/Phone:

Work Location:

Secretary:

Email/Phone:

Work Location:

Treasurer:

Email/Phone:

Work Location:

Stewards:

Email/Phone:

Work Location:

Email/Phone:

Work Location:

Email/Phone:

Work Location:

Email/Phone:

Work Location:

Welcome to OPS Unified!

The collective agreement covers a wide variety of “things”. Some of them are critically important to know and understand, others don’t apply to you at all as a fixed-term employee.

The purpose of this document is to help you navigate the important bits. On the first page, you’ll see information pertaining to your local Stewards (also known as local reps). These folks were elected by your peers to represent everyone in your unit.

When questions or concerns arise regarding rights and entitlements under the collective agreement, members are encouraged to discuss these issues with their manager, a representative from Human Resources or representative from Pay and Benefits. When in doubt, your steward or executive committee member may be able to provide clarity should you have concerns with the information you have received.

This booklet is intended to be an easier-to-read version of the articles that apply to you as a fixed-term employee. However, this is NOT a replacement for the official Collective Agreement, and it may not have been updated since the last round of bargaining. If you need help addressing an issue with management, contact your local steward for assistance.

How to Submit Your Electronic Membership Application (EMA-Web version). Simply follow this link https://hub03.opseu.org/Forms/emaweb and submit electronically!

It entitles you to member DISCOUNTS on wireless services through BAKA (Bell), Via Rail tickets, Insurance, OPSEU/SEFPO Group Home & Auto Insurance, tickets to ROM, sporting events, Fallsview Waterpark, Ontario Science Center and OPSEU/SEFPO Merchandise!

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Article 31A – Fixed Term Employees

Article 31A covers all terms that apply to Fixed-Term Employees. If it isn't here, it doesn't apply to you.

Article 31A.1 – FXT Employees

This just means only Fixed-Term Employees are covered by this article. Regular Full-Time, Regular Part-Time, Flexible Part-Time, Seasonal, and Student Employees are not covered by any of these. They have their own version elsewhere in the Collective Agreement.

Article 31A.2 – Wages

You will be paid on the same salary schedule as Regular Employees. The salary schedule is included at the end of the Collective Agreement.

You also will progress through the salary range – progressing every time you reach 1,725.5 or 1,904 hours (equivalent of 1 year of service – will depend on your work schedule classification). For the purpose of progression, only straight-time hours and authorized leaves of absence are included.

Article 31A.3 – Overtime

OT rate is 1.5x your regular wages. Hours that count as OT depend on your type of schedule. The Collective Agreement has a full breakdown in Article 31A.3.1.

Article 31A.4 – Reporting Pay

If you come to work as scheduled and there isn't work for you, you get 2 hours pay, unless you were scheduled less than 2 hours (then you get paid for the time scheduled). This doesn't apply if you were told not to come to work with 2 hours notice.

Article 31A.5 – Holidays

You will not receive a day's pay on statutory holidays. Instead, you will receive 4.6% of your gross pay added to every single pay cheque. This works out to approximately 11 days worth of pay if you work consistently full-time hours.

If you are working on a statutory holiday, you will receive double your hourly rate for all hours worked. The holidays covered by our collective agreement are listed under Article 47. The shift will count as a holiday shift if it begins on the statutory holiday. (ie if you work the night shift of New Year's Eve, hours after midnight will NOT be counted as holiday hours. If you work night shift of New Year's Day, all hours will be counted as holiday hours.)

Article 31A.6 – Vacation Pay

As a Fixed-Term Employee, you are not entitled to vacation leave with pay. Instead, you will receive 4% of your gross pay added to each pay cheque. After 5 years of service, you will receive an additional 2%, for a total of 6% of your gross pay.

Article 31A.7 – Benefits

You will also receive 6% of your gross pay, not including overtime pay, added to each pay cheque for the purpose of benefits coverage. This in-lieu begins after 1 month of service. As a Fixed-Term Employee, you are not entitled to employer-paid benefits, so you receive money on your pay cheque instead.

You do have the option to opt into the benefits package, but you will be paying the full cost out of pocket. The cost does vary based on the performance of the benefits package, however it was estimated in July 2020 at $150 per month for individual coverage, and $400 per month for family coverage.

If you choose to opt into the benefits package, you must do so within 60 days of hire. Coverage begins after 2 months of service. Once you have opted in, you may not opt out for the duration of your contract and any extensions.

Article 31A.8 – Attendance Credits and Sick Leave

31A.8.1 If you work 36.25 or 40 hours per week (depending on your contract/schedule classification) you will earn attendance credits of 1.25 days for each calendar month of full attendance.

31A.8.2 After 5 days' absence caused by sickness, you may need to provide a doctor's note.

31A.8.3 However, where it is suspected that there may be an abuse of sick leave, the manager may request a doctor's note at anytime.
Reach out to your union steward.

Article 31A.9 – Pregnancy and Parental Leave

31A.9.1 Pregnancy and parental leaves will be granted to Employees under the terms of the Employment Standards Act with basic EI entitlements.

31A.9.2 Parental leaves shall be granted for up to 35 weeks for an Employee who took pregnancy leave, or up to 37 weeks after it began otherwise. (Standard Leave)
OR
Parental leaves shall be granted for up to 61 weeks for an Employee who took pregnancy leave, or up to 63 weeks after it began otherwise. (Extended Leave)

Article 31A.10 – Bereavement

3 days with pay: Spouse; Parent: Child; Sibling; In-law; Grandparent; Grandchild; Ward; Guardian; Step-parent; Step-child; Step-grandparent; or Same-sex spouse

1 day without pay: Aunt; Uncle; Niece; Nephew

You are allowed up to 2 days leave of absence without pay to attend the funeral of a relative listed above if the funeral location is greater than 800km from your residence.

Article 31A.11 – Health and Safety

See Article 9 – Same provisions as Full Time and Seasonal Staff

9.1 The employer will make reasonable provisions for the safety and health of its Employees

9.2 The employer will provide safety equipment and protective clothing where required

9.3 The employer will subsidize the purchase of safety shoes or boots for on-the-job protection, as required

9.4 The supply and maintenance of apparel will be done as per current practice

9.5 After each hour of continuous operation of a Video Display Terminal (computer), you will spend 10 minutes doing other duties away from the computer

9.6 Every 24 months, an Employee regularly required to operate a VDT for 2 hours or more per day is eligible for an additional eye exam (specific tests are outlined in the article)

9.7 Accommodation guidelines are in place for pregnant employees using VDTs that contain cathode ray tubes

9.8 Ergonomic standards include height-adjustable tables or stands, and appropriate seating. The chair provided will be adjustable, and a foot rest will be provided where needed. Paper and work stands will also be provided, where needed.

Article 31A.12 – Termination of Employment

Employment can be terminated at any time with 2 weeks' notice or pay in lieu.

Article 31A.13 – Appointment to the Regular Service

If/when you get converted to a regular position, you go through a new probation period. Up to 6 months of your probation may be considered complete if you worked more than 24 hours per week prior to conversion.

If you get converted to a Regular Part-Time Position, the same applies as long as you worked at least those part-time hours prior to conversion.

Article 31A.14 – Union Dues

The employer takes care of this – it comes out of your pay cheque automatically and gets sent to the union.

Article 31A.15 – Conversion of fixed-term positions

First thing first – is your position convertible? If you don't know, find out. If your manager isn't forthcoming, call your union steward and get this information.

After working 18 months in a convertible position, the employer needs to decide if there is a continuing need for that position. If there is, you should be getting converted to a Regular Employee in that position, with a few rare exceptions. If you've been employed for 18 months in your Fixed-Term position, and you are not sure if you should be getting converted, reach out to your steward to find out.

Article 31A.16 – Other applicable articles

There are a bunch of articles outside of 31A that apply to Fixed-Term Employees. We'll provide a breakdown of those shortly.

Article 31A.17 – Seniority Accumulation for filling of vacancies or new positions

When you apply for an open position, there is a competition process that ranks all the applicants. If people rank close together (what's called relative equality), seniority becomes the deciding factor.

Other Applicable Articles

The Collective Agreement also stipulates other articles that apply to fixed-term employees as they are written. Here is a breakdown of those articles and what they mean.

Article 1 – Recognition

This says OPSEU is your bargaining agent and representation.

Article 2 – Management Rights

Outlines what management has absolute control over. Basically, if the Collective agreement doesn't say how they have to do it, or that they can't do it – they have control over it.

Article 3 – No Discrimination – Employment Equity

You have the right to be free of discrimination in the workplace.

Article 4 – Check-off of Union Dues

Similar to 31A.14 – management takes care of calculating how much to take off each cheque to pay your dues and sends the payment directly to OPSEU. The article more so gives administrative information for management to follow.

Article 5 – Information to New Employees

You must be given access to the collective agreement. You must be informed of the option to join the pension program. You must be informed, within 30 days, of the option to enroll in benefits.

Article 6 – Posting and Filling of Vacancies

Articles 6.1, 6.2, 6.3 and 6.4 apply to Fixed-Term Employees. These refer to rules about posting vacancies, scheduling interviews, etc.

Article 8 – Temporary Assignments

These articles mean you are working in a different position temporarily – like an acting manager who is normally an Employee. There are items about the difference in wage, the length of the assignment, etc.

Article 9 – Health & Safety and VDTs

See Article 31A.11 breakdown above.

Article 10.1 – Compressed Work Week Arrangements

Some jobs are much easier to schedule using compressed work week agreements. This means a Full-Time position may be normally 40 hours per week, but for scheduling purposes, the hours are unevenly distributed over the course of several weeks, but averaging at 40 hours.

A continental schedule is an example of this. One week only has 24 hours, but the next has 60 hours.

Article 13 – Kilometric Rates

If you are travelling for business purposes in your own vehicle, you are entitled to reimbursement per kilometer.

Article 14 – Time Credits while Travelling

Any time you are travelling for business purposes, you are entitled to compensation. There is a breakdown of what type of travel is counted as how much time – you'll have to look in the collective agreement for specifics.

Article 15 – Non-pyramiding of premium payments

Any premium payments you receive (such as shift premiums) cannot be duplicated or pyramided – meaning they don't stack. You can't claim both a night shift premium and a weekend premium.

Article 16 – Local and Ministry negotiations

There are several layers of union negotiations with the employer. These are known as Employee Relations Committees (ERCs). There are three levels – Local (LERC), Ministry (MERC), and Central (CERC). Whatever decisions the ERCs make with the Employee apply to Fixed-Term Employees.

Article 18 – Seniority (Length of Continuous Service)

Seniority begins to accumulate at the end of your probationary period, which cannot exceed 9 months. As a Fixed-Term Employee, your seniority is calculated based on hours worked vs. normal hours worked for your position. The exact calculation has changed over the years, so you should look at Article 18 in the Collective Agreement to make sure you're looking at the most up to date information.

Article 21 – Discipline and Dismissal

The employer has the right to discipline or dismiss you with just cause. You have the right to grieve such action.

Article 22 – Grievance Procedure

1. If you have a complaint, you must meet with your immediate supervisor to discuss the issue, in order to give them a chance to address it.
2. If the complaint is not resolved, you have the right to file a grievance with your manager, in writing, through the Union, within 30 days.
3. Management must hold a Formal Resolution Stage Meeting (FRSM) with you within 15 days of receipt of the grievance, must give you their decision in writing, within 7 days, and must send a copy to the Union steward. You will be given time off with no loss of pay or credits to attend this meeting.
4. You have the option to be represented by a Union representative at the FRSM.
5. If you are not satisfied with the decision, or do not receive the decision within the specified time, you may apply, through the Union, to the Grievance Settlement Board (GSB) within 15 days of the receipt of the decision, or within 15 days of the specified time limit.
6. There are various types of grievances that can be filed. These include but are not limited to: Lay-off; Dismissal; Insured Benefits; Sexual Harassment; Group; and Union. Each of these types has specific guidelines which are outlined in Article 22, so be sure to speak with your Union representative if you have any questions.
7. Any letter of reprimand, suspension or other sanctions will be removed from your Employee file after 3 years, provided that your record has been clear of any similar offences for those 3 years. Once removed, these items cannot be used in any subsequent proceedings.

Article 23 – Leave – Union Activities

Certain union activities are covered by this article (bargaining team caucus, annual convention, among others). If you are an elected member to one of these activities, you will be granted a leave of absence to attend. In some cases, these leaves of absence are paid. In others, they are unpaid, but are classified as “no loss of credits” – meaning you aren’t forced to use attendance credits to go on leave, and you won’t lose accumulated credits.

Article 24 – Leave Without Pay

Anyone can apply for a leave without pay. The collective agreement says the deputy minister “shall not unreasonably deny such requests”. Family Medical Leave and

Personal Emergency Leave will be granted based on the current Employment Standards Act.

Article 26 – Leave – Foreign, Intergovernmental

If this applies to you, you already know. You may be granted 1 year or more.

Article 27 – Leave – Jury Duty

If you are a juror or have been subpoenaed as a witness, you are entitled to leave. You can either take a leave without pay and keep whatever the court is giving you, or take a leave of absence with pay and reimburse the employer whatever the court gives you. (Regular Employees also have an option to use vacation or compensating time off, but Fixed-Term Employees don't have those.)

Article 28 – Leave – Military Service

Reservists may be granted up to 1 week paid and 1 week without pay for CF Reserve training. The article does not speak to deployment – but you should already know how that works if it applies to you.

Article 29 – Leave – Pension Trustees

If you become a pension trustee, you will be granted unpaid leave to attend relevant meetings, education, training and conferences related to the pension plan.

Article 45 – Leave Credits Report

As soon as practicable at the end of each quarter, management will let you know how many attendance credits you have available.

Article 48.3 – Bereavement Leave

Under 31A, you are entitled to time off to grieve. Article 48.3 allows you to take 2 additional days off without pay if you need to travel over 800km to attend a funeral.

Article 49 – Special and Compassionate Leave

You can apply for this leave under "special compassionate grounds". Up to 3 days per calendar year can be granted. This leave would not count against your attendance credits.

Article 80 – Term of Agreement

Literally just how long the collective agreement is valid for. In the final year, members vote for a new bargaining team.