

Guide to the Collective Agreement

Prepared for Regular Part-Time 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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REGULAR PART-TIME EMPLOYEES (RPT)

Collective Agreement that applies to your classification as an RPT

- RPT Collective Agreement begins at Part C – Article 54.
- RPT also have Articles that pertain to your classification listed in Article 55 – OTHER APPLICABLE ARTICLES REGULAR PART-TIME EMPLOYEE found under Article 55.1 and Article 55.2 (Unified Articles).

Highlights

Article 56 – POSTING AND FILLING OF REGULAR PART-TIME POSTIONS

- Article 56.4 – RPT attending interviews within the Regular Service shall be granted time off with no loss of pay and with no loss of credits to attend the interview – giving consideration to operating requirements.
  - This includes travel kilometres from your workplace to the interview
  - Unless the posting is a restricted and outside of 125 km and you have waived your entitlements to loss credits, pay and travel

Article 58 – Hours of Work

- Depending on your hours of work as identified in (a) or (b) and hours worked beyond that in a day (i.e., 7.25 hours or 8 hours) should be paid at an overtime rate.

PART B – REGULAR PART-TIME EMPLOYEES

ARTICLE UN 14 – 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 UN14.

Benefits as of January 2022

- Benefits start immediately following two (2) months of continued service.
- Pension
  - All Regular Employees are provided with a pension through OPTrust
  - More information can be found at: https://www.optrust.com/Home/default.asp
  - Contributions to the Pension are matched by the Employer
  - Contributions are calculated at 9.4% of your base salary up to $61,600; over $61,600, the contributions are calculated at 11%.
- Medical, Life and Long-Term Income Protection
  - Articles 64, 65, 66, 67 and 68 of the CA sets out benefits and income protection entitlements.

    - All Regular Employees are automatically enrolled in the Basic Medical Benefits and Basic Life Insurance; the Employer pays the premiums for these benefits.
    - Additional Medical Coverage for Family Coverage are available for members to purchase.
    - Supplemental Life Insurance is also available for members to purchase.
    - Any changes to your Medical and/or Life Insurance coverage must be within 30 days of hire or major life event (for example: Marriage, Divorce, Birth or Adoption of a Child).
- Medical and Life Insurance are provided through Manulife, while Dental coverage is provided through Canada Life.

Article 75 – Special and Compassionate Leave

- Article 75.3 - An Employee shall be entitled to special leave of **up to two (2) days per year** to attend to unforeseen **dependent and elder related care** for the leave referenced in Article 75.1. For clarity, the parties agree this leave **shall be granted so long as the employee has remaining special and compassionate leave under Article 75.1.** The Employee will attempt to give reasonable notice, where possible, in respect of any leave of absence under Article 75.3.

Health and Safety

Occupational Health and Safety Act (OHSA) https://www.ontario.ca/laws/statute/90o01

Joint Health and Safety Committee (JHSC)

- Every workplace has a Health and Safety Representative or a JHSC (if applicable) comprised of workers (OPSEU/SEFPO) members and employer members.
- Health and Safety is everyone's responsibility not just the employers! This is called the Internal Responsibility System (IRS). https://www.ontario.ca/document/guide-occupational-health-and-safety-act/internal-responsibility-system
- Article 9 of the CA sets out provisions for Health and Safety in your workplace.
- It is important to remember that the Occupational Health and Safety Act (OHSA) does apply to you as a worker.
- Each workplace should have either a Joint Health and Safety Committee or a Worker Representative. The OPSEU members for this committee/ representative shall be appointed by the Union
- *OHSA* entitles all employees to 3 important principles:
    - THE RIGHT TO KNOW – to know about health and safety matters in your workplace.
    - THE RIGHT TO PARTICIPATE in decisions that could affect your health and safety.
    - THE RIGHT TO REFUSE WORK that could affect your health and safety and that of others. Required when the first two rights fail to ensure your health and safety.

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

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 pension program. You must be informed of the option to enroll in additional benefits.

Article 6 – Posting and Filling of Vacancies

This article refers 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 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).

Article 17 – Joint Consultation Committee

This is a committee that meets every other month to discuss issues that both the union and the employer want corrected. The committee is advisory only and has no authority to modify the collective agreement.

Article 18 – Seniority (Length of Continuous Service)

Seniority begins to accumulate at the end of your probationary period, which cannot exceed 9 months. Your seniority date is the date you began as a regular employee.

If you go into a regular full-time position, a calculation is made to adjust your seniority date based on hours worked as a part-time employee.

Article 19 – Multiple Lay-offs

If lay-offs occur to more than 30 employees, you have additional notice or payout options at the employer's discretion. MERC and CERC get involved as needed.

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 25 – Leave – Special

Extended leave with pay can be applied for to the deputy minister or the Public Service Commission. A self-funded leave (as defined by the Income Tax Act (Canada)) can be granted for at least 1 year, up to 4 years.

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 have options on how you get paid – look at the Collective Agreement for more details.

Article 28 – Leave – Military Service

Reservists may be granted up to 1 week paid and 1 week without pay for training.

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 vacation & attendance credits you have available.

Article 79 – Salary

Provisions related to implementation of salary. There is a grid at the end of the agreement that covers all positions and classifications, where you can find your hourly or weekly rate of pay.

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.

Article UN4 – Scheduled Tour of Duty or Shift

An overnight shift is considered to be a shift on the day it starts. This is important for overtime and holiday pay calculations.

Article UN5 – Shift Schedules

Schedules are posted at least 15 days in advance. You get 96 hours' notice of a change of schedule, otherwise the first 8 hours are OT. You should be getting 12 hours between shifts – if not, the "overlap" hours are OT. Split shits should be avoided.

Article UN6 – Shift Premium

For shifts worked between 5pm and 7am, you get a premium for every hour worked. If more than half the shift is during premium hours, you get the premium for all hours.

Premium payments:
January 2022 - $0.98
January 2023 - $1.23
January 2024 - $1.43

Article UN7 – Rest Periods

“Collective Agreement” version of “breaks”. Your office has its own policy – your management can’t just decide to change it, they must consult and get agreement from the union.

Article UN9 – Call Back

If you leave work and get called back, you get at least 4 hours of OT. This includes getting called by the workplace but not needing to go into the office to complete the required work.

Article UN11 – On-Call Duty

On-call is when you are available outside normal working hours and expected to respond within 2 hours. You get paid $1.95 per hour of on-call, in addition to your normal pay for hours worked. This is voluntary only – your employer cannot require you to be on-call. If you do return to the workplace, this would be considered a call-back.

Article UN12 – Meal Allowance

The article breaks down different circumstances in which you can claim a meal. There are too many to list here, but here are the meal reimbursements:

Breakfast	$ 8.75
Lunch	$ 11.25
Dinner	$ 20.00