

Detailed Explanation of Changes - Tentative Central Agreement

The explanations below are to guide members through the changes in the tentative Central agreement. Please refer to the signed tentative agreement for the actual contract language.

TA – Tentative Agreement

CA – Current OPS Collective Agreement

1. Preamble

(TA – page 3; CA – page iv)

Section 2 of the Preamble has been reworded/expanded to read:

“It is understood that the provisions of these Agreements apply equally to all employees and that the parties are committed to work together on joint initiatives that further support diversity in the workplace.”

What it means:

- Article was amended to emphasize its application to “all employees.”
- Emphasizes a commitment between the parties to jointly support diversity in the workplace.

Why is this important?

- As the workplace becomes more diverse, it is important that the parties recognize this reality and support this transition. It is important that the parties commit to joint initiatives that value and support our workplace diversity.

2. Recognition (Article 1)

(TA – Page 3, CA – pages 11-12)

What it means:

- New Article 1.7 provides the union with new rights to receive a copy of any position description on request. This will help with the enforcement of the union’s status as the primary bargaining unit in the OPS.
- It also supports the union’s contention that any new jobs in the OPS will now be placed in the OPSEU bargaining unit.

Why is this important?

- This new language should serve to protect the OPSEU workforce from further encroachment by other bargaining units.
- This amended article provides that our bargaining unit will get any new work thus providing more opportunities for members to progress during their careers while remaining in the OPSEU bargaining unit.
- It re-enforces our historical role as the primary bargaining unit in the OPS thus ensuring future growth.

3. Information and Information Technology (I&IT)/ERDC Resource Pool and I & IT Enterprise Recruitment

(TA – pages 2-6; CA – NEW Appendix)

There are two parts to this section. The first is the new appendix. The second is an Appendix A to the changes.

I&IT

(TA – pages 3-4; CA – NEW Appendix)

What it means:

- This new article clarifies and places conditions on the use of workers who are contracted to perform Information Technology work in the OPS.
- Use of contract workers cannot result in layoff of bargaining unit members.
- It requires the employer to fully disclose indentifying information and other work information on all contractors who are doing I&IT work in the OPS every six months. It also requires the employer to pay OPSEU permit fees of 1.4 per cent of salary for all I&IT contract workers performing bargaining unit work.

Why is this important?

- For over a decade the employer has been using contractors to do bargaining unit work. The union has fought this practice on a number of fronts. The article requires the employer to fully disclose any use of contractors doing I&IT work in the OPS and to pay permit fees to the union for the use of any I&IT contractors. This, in effect, allows the union to monitor the use of contractors and impose a surcharge on the employer when they are used, thus making the use of contractors more costly.

ERDC Resource Pool and I&IT Enterprise Recruitment

(TA – pages 4-7; CA – attached to NEW Appendix noted above)

What it means:

In exchange for the use of contract workers to perform I&IT function the employer agrees to:

- Create a minimum 230 full-time FTEs in I&IT Enterprise by March 31, 2010.
- A mobile pool of I&IT professionals will be created that can be deployed to do project work across the province. Working conditions (management, deployment, travel, security clearance) for these workers are clarified as part of the agreement.
- Pool hiring will be used to fill these positions as quickly as possible.
- The parties agree to discuss training and development opportunities for I&IT employees to have the workforce keep pace with technological advancement.

Why is this important?

- The employer has acknowledged that using contract workers results in knowledge gaps and does not develop internal capacity to maintain and improve I&IT systems. The creation of these jobs signals a move to develop internal I&IT capacity on the OPS. Moreover, there is agreement that there needs to be more attention paid to the training and development of I&IT personnel.

4. Posting and Filling of Vacancies or New Positions (Article 6) AND 5. Mass Centralized Recruitment Process (NEW Appendix)

(TA – page 7; CA – pages 13-14)

Restriction to geographic area in reopening a competition and addition of new appendix (Mass Centralized Recruitment Process)

What it means:

- The employer can hire qualified candidates who previously applied for a position within the previous 12 months without holding another competition.
- This article is now subject to area of search restrictions and vacant positions must have cleared surplus before being filled.

Why is it important?

- The union has agreed to a pilot project that will see the employer use pool recruitment when feasible. The employer has long had the ability to pool hire but rarely exercised that option. The purpose of the pilot is to test the agreed process and to mitigate any possible infringement on member rights.

6. Seniority and Accumulation for the Purpose of Filling Vacancies or New Positions (Articles 31A.17.1, 31, 32 and 55)

(TA – pages 8-9; CA – pages 76-88 and page 118)

What it means:

- This allows all Unclassified, Seasonal, FPT and RPTs to accumulate seniority to count toward Job Competitions. When qualifications and abilities are relatively equal, seniority will be the deciding factor.

Why is it important?

- **Major job security improvement for these members.**
- For Unclassified, Seasonal, FPT and RPT employees who bid on jobs this will allow seniority to be recognized over outside competitors.
- Breaks down the barriers for Unclassified, Seasonal, FPT and RPT employees who apply for jobs within the OPS, expanding their horizons.
- This is a huge gain for Unclassified, Seasonal, FPT and RPT employees.

7. Temporary Assignments (Article 8)

(TA – page 9; CA – pages 17-18)

What it means:

- Temporary assignments must be cleared through surplus before being filled.

Why is it important?

- Job Security improvement.
- Employer cannot put their “favourites” into temporary positions when qualified surplus employees are available.
- Basic fairness to all job threatened employees to have access to opportunities to stay within the OPS.

8. Employment Stability (Article 20)

(TA – pages 9-13; CA – pages 48-61)

What it means:

- Article 20A shall be removed and Article 20B shall be renamed Article 20. Article 20A language no longer has any application due to the dates contained therein.
- The addition of new contract language in the Article 20B preamble puts the onus on the employer to ensure employee portfolios are kept up to date.
- Displacement (bumping) doesn't occur until the fifth month in the new language.
- Voluntary exit option criteria is clearly defined that the surplus position must be within 5 per cent above and 15 per cent below the employee's own classification offering to VEO.
- The proposed new appendix provides enhanced supports for impacted employees.

Why is it important?

- Job Security improvement.
- The new appendix provides more opportunity for impacted employees for redeployment prior to receiving surplus notice.

9. Conversion of Unclassified Positions to Classified Positions (Article 31.A.15)

(TA – page 13; CA – page 80)

What it means:

- Before an unclassified position can be converted to classified, the position must first clear through surplus.

Why is it important?

- This job security improvement enshrines in the collective agreement what is already current practice.
- Ensures that job-threatened classified employees are given first priority.
- Basic fairness for all job-threatened employees to have access to opportunities to stay within the OPS.

10. Health and Safety and Video Display Terminals (Article 9 and Article 60)

(TA – pages 13-14; CA – pages 18-20 and pages 121-123)

What it means:

- Language now clearly defined to state that a VDT operator must perform other duties while relieved for a period of 10 minutes away from the VDT (was already current practice).
- If a VDT contains cathode ray tubes, a pregnant VDT operator may request to be reassigned for the duration of her pregnancy.

Why is it important?

- Captures current practices and enhances employees' health and safety.

11. Student Employees and Co-operative Education Students (Article 33 and Appendix 12)

(TA – pages 14-16; CA – pages 89-90 and pages 195-196)

What it means:

- No longer a difference between GTA and outside GTA pay rates (except for Special Employment Programs).
- Wage increase for Students in Special Employment Programs in the first two years of the Collective Agreement.
- Ontario/Quebec exchange program wage increase; the first since 2005.

Why is it important?

- Removes “class” barriers amongst the student program (i.e. GTA versus outside GTA).
- More competitive student wages.

12. Kilometric Rates (Article 13)

(TA – page 16; CA – page 30)

What it means:

- Capture of kilometric rate increases as agreed at CERC table on Aug. 26, 2008.

Why is it important?

- Agreement enshrined in CA - now grievable.

13. Grievance Procedure (Article 22)

(TA – pages 17-20; CA – pages 61-68)

What it means:

- Housekeeping language changes to reflect the Employer's HR Transformation project that has been occurring over the past couple of years (from Corporate Labour Relations/Negotiations Secretariat to Centre for Employee Relations).
- Stage 2 grievances now submitted to the immediate supervisor, who will be responsible for forwarding to the senior HR representative.
- Pilot project to assist locals with early resolution of grievances and to reduce the number of arbitrated settlements at Stage 3 of the grievance process. This is an additional step, after Stage 2 and prior to Stage 3 of the process and allows the parties to remain in control of their own issues, encouraging joint resolution at the earliest stage possible.

Why is it important?

- The pilot project for the six Ministry File Review Committees is to encourage both parties at the local level to resolve disputes. The model proposed is adopted/modified from the pilots used in the Ministry of Natural Resources and the Ministry of Finance/Revenue.
- The pilot project allows MERCs to monitor local grievance issues and ensure all efforts are being made at the local level, by both parties, to resolve issues.

14. Benefits (Article 39, 40, 41, 67, 68 and 69)

(TA – pages 20-21; CA – pages 94-97)

What it means (Article 39.2.1 and 67.2.1):

- 90 per cent reimbursement for cost of medically-necessary vaccinations or immunizations; applies to Full-Time Classified, Seasonal Employees (referenced under Article 32.10.2) and Regular Part-Time Employees.

Why is it important?

- **Benefit improvement**
- Currently, there is no coverage for immunizations and/or vaccinations. This is important for vaccines, like Gardasil that helps prevent Human Papillomavirus (HPV), which can cost upwards of \$400.

What it means (Article 39.3 and 67.3):

- Starting on April 1, 2009, the employer will cover one routine eye exam every 24 months. This coverage is above the \$340 allotted for vision care coverage.
- Starting Jan. 1, 2010, the employer will cover 100 per cent of the monthly premiums for vision and hearing aid coverage. Currently, the premium coverage is 80 per cent and 60 per cent respectively.
- These changes apply to Full-Time Classified, Seasonal Employees (described under Article 32.10.2) and Regular Part-Time Employees.

Why is it important?

- **Benefit improvement**
- The change makes this eye exam included on top of the \$340 – resulting in an increase of coverage of the cost of an eye exam – approximately \$85.
- The increases to 100 per cent premium coverage will result in employee savings of approximately \$17.52/year (if single coverage) and approximately \$51.60/year (if family coverage).

What it means (NEW Article – 39.7):

- Starting January 1, 2009 the employee's share of the annual Employment Insurance (EI) rebate will be redirected by the Employer towards offsetting the cost of the benefits contained in this Agreement.

Why is it important?

- This is not the employee overpayment. Under legislation, employers that offer a sick plan get an EI rebate of which 5/12ths goes back to the workers. This equates to approximately \$60/year per employee. The Employer will now keep this money and redirect it to benefits.
- Increases in benefits (\$50 dental deductible, pit and fissure coverage for children, increase in major restorative coverage by \$800, eye exam coverage separate \$85, vision/hearing premium) far outweigh the \$60 year the employer is recovering.

What it means (Article 40.1.1 and 68.1.1):

- Effective Jan. 1, 2009 the dental deductible drops from \$100 to \$50. Effective April 1, 2009, children ages 6 to 18 will be covered for pit and fissure sealants.
- The changes apply to Full-Time Classified, Seasonal Employees (described under Article 32.10.2) and Regular Part-Time Employees.

Why is it important?

- **Benefit improvement**
- Drop in deductible by \$50 and includes new provisions for children not currently covered.

What it means (Article 40.3 and 68.3):

- Starting January 1, 2010 the maximum benefit for major dental services will be increased to \$2,000 per year.

Why is it important?

- **Benefit improvement**
- The change to major restorative dental services is an increase of \$800 of coverage.

What it means (Article 41.4 and 69.4):

- Pension contributions during WSIB coverage – currently there is a three-month period during which if the employee is paying their premium the employer is not. This change ensures that the employer pays the employer's contributions. This affects those who are off on long term WSIB claims. Currently, while the employer does not cover their contributions, pension time is actually decreased – this ensures that does not happen for employees who find themselves off on WSIB.
- This applies to Full-Time Classified and Regular Part-Time employees.

15. Supplementary and Dependant Life Insurance (Article 38 and 66)

(TA – pages 23-24; CA – pages 93-94 and page 125-127)

What it means:

- Changes to these articles were made to reflect the change in the law regarding retirement – taking out reference to age 65.

Why is it important?

- **Benefit improvement**
- Supplementary life insurance and dependent life insurance ends at the end of the calendar month the employee ceases to be a civil servant.

16. Long Term Income Protection (Article 42 and 70)

(TA – page 24; CA – pages 101-104)

What it means:

- LTIP amounts are currently based on the wage the employee was making on the date that the employee goes off work. This change means LTIP amounts will be based instead on the rate of pay on the date the employee becomes eligible for LTIP as opposed to the date they went off work.
For example: an employee goes off sick in November. They receive short term coverage until April of the following year and there is a wage increase in January of the new year. They become eligible for LTIP in May. Under the current language: the LTIP amount will be calculated on the rate of pay the employee was receiving in November. Under the new language: the LTIP amount will be calculated on the rate of pay the employee should be receiving in May.
- In Section (g) – those in receipt of LTIP will receive the same salary increases as those in the workplace.

Why is it important?

- **Benefit improvement**
- This is an improvement for sick/injured workers.

17. Holidays (Article 47 and 73)

(TA – page 25; CA – pages 109 and 142)

What it means:

- Family Day added to the list of holidays for Full-Time and Regular Part-Time Civil Servants.

Why is it important?

- Self explanatory.

18. Pay-in-lieu of Holiday (Article 31 and 32)

(TA – pages 25 and 26; CA – pages 76-88)

What it means:

- To reflect inclusion of Family Day as an eligible holiday and to bring calculation up to par with the number of days Classified employees are entitled to (affects unclassified and seasonal employees)

Why is it important?

- Self explanatory.

19. Bereavement Leave (Article 31, 32 and 33)

(TA – page 26; CA – pages 76-90)

What it means:

- This change to bereavement leave is another gain for unclassified employees.
- Seasonal Employees will now be granted an additional two days to attend funerals 800 km away.
- Students will now access to bereavement leave pursuant to Article 32.15.1 after working three consecutive months.

Why is it important?

- Unclassified - This change will add an additional two days of leave in the death of sister-in-law, son-in-law, brother-in-law, daughter-in-law, grandparent, grandparent, grand child, step-grandparent, step-grandchild, this change moves the Unclassified bereavement leave closer to Classified standards
- Seasonal - This gain brings Unclassified and Seasonal members to an equal entitlement for bereavement leave.
- Students - This will give our Student members the ability to take paid leaves for deaths in the family.

20. Unclassified Merit Progression (Article 31)

(TA – page 27, CA – pages 76-80)

What it means:

- Now all Unclassified employees will receive raises as per the collective agreement. Until now all Unclassified members who worked less than full time (36¼ or 40 hours a week) did not receive pay increases. This new article will allow for Merit Progression based on 1732.75 and 1912 hours.

Why is it important?

- Huge win for Unclassified employees.
- Prior to this, Unclassified employees would only receive credit for merit progression if they worked a “full-time” week (36¼ or 40 hours). **Now, ALL hours worked** count towards the 1732.75 and 1912 hours needed to move up the wage grid.
- Removes a major inequity for Unclassified employees.

21. Unclassified Attendance Credits (Article 31 and 32)

(TA – page 27; CA – pages 76-88)

What it means:

- The change to this article now recognizes that when an Unclassified or Seasonal Employee uses an attendance credit, that employee will now have the ability to accumulate credit for that month provided that all other criteria are met under article 31A.8 and 32.16.

Why is it important?

- Another huge win for Unclassifieds.
- In the past Unclassified Employees and Seasonal Employees were being penalized for using attendance credits. If an earned attendance credit was used in a particular month, they were not able to earn an attendance credit for the month in which they used it.

22. Reporting Pay (Article 31)

(TA – page 27; CA – pages 76-88)

What it means:

- Reporting pay for scheduling notification has increased from one (1) hour to two (2) hours.

Why is it important?

- Another Unclassified win.
- It is important that the employer realize that Unclassified employees have families and other non-work-related responsibilities. Only one (1) hour's notice for a cancellation of a shift does not adequately allow for employees to make arrangements for child care or account for those who have longer distances to travel. Nor does it provide the respect they deserve to balance home/work life. Two (2) hours' notice is a move in the right direction, allowing people to have more balance when planning their day-to-day activities.

23. Special/Compassionate Leave for Seasonal Employees (Article 32)

(TA – page 28; CA – pages 81-88)

What it means:

- Seasonal employees have access to Article 49, allowing special and compassionate leave for up to three paid days per year.

Why is it important?

- Parity with Unclassified employees, who gained access to this provision in the last round of bargaining.

24. Termination Payments (Article 53 and 78)

(TA – pages 28-29; CA – pages 114-118, pages 147-149)

What it means:

- An employee who voluntarily resigns (quits) the OPS is entitled to severance pay equal to one week of salary for each year of continuous service up to Dec. 31, 2008. For those that resign/quit, severance pay based on continuous service dates will not continue to accrue after Dec. 31, 2008. **Employees who retire are NOT affected by this change.**

Why is it important?

- **No one loses any termination pay** that was already accumulated up to Dec. 31, 2008.
- Employees who retire continue to accumulate termination pay to a maximum of 26 weeks.

25. Appendix 15 Unclassified Employees (Appendix 15)

(TA – pages 29-30, CA – page 204)

What it means:

- Appendix 15 will be deleted and replaced with a new letter of understanding. The original appendix was an undertaking to reduce the percentage of Unclassified staff. The new letter focuses on the two parties jointly addressing the issues, rather than the union just receiving information, as was the case in the past.

Why is it important?

- Employer originally did not want any new language on this issue.
- The letter recognizes that the employer and union have worked to improve opportunities for temporary workers, and that it is beneficial to continue this task. It is agreed that MERCs will work with the employer to explore opportunities to reduce the use of unclassified workers, or transition unclassified employees to classified service.

26. Ontario Internship Program (Appendix 19)

(TA – pages 30-32; CA – pages 225-227)

What it means:

- Interns can apply for restricted competitions for 12 months after the expiry of their final contract in the Ontario Internship Program.
- Positions posted will have previously been cleared through surplus.

Why is it important?

- More opportunities for interns to get employment in the OPS.

27. Court Support Services (Appendix 32)

(TA – pages 32-36 and 58; CA – page 245-249)

What it means:

- Seniority recognition in job competitions (Art. 6.3).
- Language for employer posting of schedules.
- CSD from the date service commences (Art. 18.1).
- Posting and filling language under RPT (Article 56) now applies to FPT.
- Eligibility for isolation pay (Art. 61).
- Employment stability if surplus (Article 62).
- LTIP, STS, Vacation and Holiday Payments now captured in Appendix 32 language (Art. 70, 71, 72 and 73).
- Relocations expenses paid for FPTs, per Appendix 13.
- Access to Appendix 17 – Surplus Factor 80 language – for FPTs.
- Court attire to be tailored specific to employee at the employer's expense. Each employee is to have his or her assigned gown and two "Dickies."

Why is it important?

- New language to address issue of employer failing to post schedules on time; new language to address court attire.
- Captures subsequent agreements made between the parties after the last round of bargaining, making all provisions grievable.

28. Surplus Factor 80 Program (Appendix 17)

(TA – pages 36-37, CA – page 206)

What it means:

- Members may only access the Surplus Factor 80 program if they have exhausted all provisions under Article 20 (Employment Stability)
- No access to Surplus Factor 80 for members who voluntarily exit and accept pay in lieu of notice.

Why is it important?

- Members facing layoff can still access Surplus Factor 80 Program, but as last option instead of first.
- Surplus Factor 80 maintained for the length of the Collective Agreement (until Dec. 31, 2012). **This employer had proposed to take this away.**

29. Enhanced Severance and Pension Bridging (Appendix 9)

(TA – page 37; CA – page 188-192)

What it means:

- This agreement expired on Dec. 31, 2008. Now renewed to Dec. 31, 2012.

Why is it important?

- Self explanatory.

30. Flexible Hours of Work Arrangements (NEW Appendix)

(TA – pages 37-38; CA – NEW Appendix)

What it means:

- The Local Employee Relations Committee (union and employer) may jointly review the feasibility of implementing a flex work agreement. While it is hoped that they will be successful, the Appendix recognizes that flex work schedules may not be viable in all workplaces.

Why is it important?

- This demand was ranked as a high priority for members. Flexible hours arrangements are defined as when the start and stop times of the employee are outside the designated core period.
- This letter opens the door to local negotiations.

31. Internationally Trained Professionals (NEW Appendix)

(TA – pages 38-39; CA – NEW Appendix)

What it means:

- Captures pilot project as an appendix to the Collective Agreement to clearly define the conditions and agreements made between rounds of bargaining.

Why is it important?

- Notification of placements to the union semi-annually.
- Local manager to provide advance notice to Local President and Union Steward of the functions being performed.
- Six-month placements for a maximum of 175 placements (January 2009) and 200 placements (January 2010).
- Participants of the program will be entitled to apply to restricted job competitions within the OPS during the placement. These positions will have cleared surplus prior to posting.

32. Learn and Work Program (NEW Appendix)

(TA – pages 39-41; CA – NEW Appendix)

What it means:

- This agreement formalizes a pilot project that was jointly undertaken by the employer and the union. This program gives at risk youth between the ages of 16 and 19 the opportunity attend school while working in the OPS for 21 weeks.

Why is it important?

- This program has been successful in allowing at risk you the opportunity to complete high school while earning pay and credits for working in the OPS for a specified period. This initiative is complies with the unions resolve to provide opportunities for at risk youth in a unionized work environment.

33. Appendix 34 Classification System

(TA – page 41; CA – pages 251-254)

What it means:

- Appendix 34 renewed for the life of the Collective Agreement.

Why is it important?

- There still remain issues surrounding the Classification Grievance process. Without changes to legislation that allow for access to arbitration, the process remains fundamentally flawed.

34. Housekeeping

(TA – pages 41-45)

- Self explanatory.

35. Guaranteed Unrestricted Deposit Account (not attached to CA)

(TA – pages 46-47)

What it means:

- The current members' premium holiday is extended for an additional four-month period (Jan. 1, 2009 to April 30, 2009) for OPSEU members enrolled in the vision and hearing aid coverage and the supplemental and dependent life insurance plans. This includes Seasonal workers upon re-employment if they were enrolled in the vision and hearing aid coverage during their previous period of seasonal employment.

Why is it important?

- This contribution holiday is valued at more than \$2.4 million and there is an additional \$300,000 payment for interest.

36. Developmental Services Facilities (Not attached to the CA)

(TA – pages 48 – 50)

What it means:

- Clears up an inequity on Termination Support payments for surplus DS workers.

Why is it important? Self explanatory.

37. Ontario Disability Support Program, New Staffing Model (Not attached to the CA)

(TA – pages 51-53)

What it means:

- Income Support Specialists (ISS), Employment Support Specialists (ESS) and Eligibility Review Officers (ERO) will be directly assigned to the position of **ODSP Case Worker (CW)**, which will be classified as Welfare Field Worker 2 (WFW2). Article 7 Pay Administration of the Collective Agreement will apply. Upon implementation of the New Staffing Model there will be an additional step added to the top of the wage grid of the WFW2 classification and all incumbents will progress up one step of the grid.
- Income Support Clerks (ISC), Employment Support Clerks and ORFUS Clerks will be directly assigned to the position **ODSP Program Support Clerk (PSC)**. Article 7 Pay Administration of the Collective Agreement will apply.
- Family Support Worker (FSW): Twenty new positions will be created.
- Case Presenting Officer: No changes to this position.
- Client Service Representative (CSR) positions will be eliminated. All CSRs will be invited to apply for the position of ODSP Case Worker. The competition for vacant CW positions will at first be restricted to CSRs only.
- Before competing for a CW position, all CSRs will receive a four-month temporary assignment to the new position, a course in résumé writing and a course in interviewing skills.
- **All CSRs who are not successful in attaining a CW position will be directly assigned to a PSC position.** Article 7 Pay Administration of the Collective Agreement will apply.
- CSRs can elect to take Article 20 provisions if they so choose, either before the competition process or after an unsuccessful competition for a CW position.

Why is this important?

- ODSP was facing the possibility of losing up to 476 positions. Instead, under this agreement, there will be more than 130 new positions created.
- **No ODSP worker loses a job under this agreement.**
- CSRs can elect to receive a surplus notice at their own choosing.

38. Correctional Officer and Youth Worker Pension (Not attached to the Collective Agreement)

(TA – Page 54)

What this means:

- Under CECBA, pensions can only be negotiated at the Central table. Pensions can NOT be negotiated at the category tables.
- This is a permissive provision by the Central table. It provides the opportunity for the Corrections team to access pension improvements if they are able to bargain satisfactory terms.
- The understanding is that the cost of such improvements will be borne by the beneficiaries of any improvement.

Why is this important?

- Corrections has long been trying to negotiate pension improvements. This represents an opening that could eventually lead to pension improvements for correctional officers and youth workers (two public safety occupations that may have earlier retirement under federal legislation).

39. Letter – Enterprise Classification Unit

(TA – page 55)

What this means:

- A requirement for the employer to review all vacant positions to ensure that they have not been improperly classified outside the OPSEU bargaining unit.

Why is it important?

- Could result in OPSEU getting back positions previously lost.

40. Letter – Health and Safety Training for New OPSEU Employees

(TA – page 56)

What it means:

- Currently, there is no requirement under the CA for the employer to advise new workers of their rights and responsibilities in regards to health and safety issues.

Why is it important?

- In some places, new employees get little or no instruction on their health and safety rights. The number of new/young workers injured on the job is high. Puts the onus back on the employer to follow the legislation and gives the union input to ensure training is completed.

41. Letter – Union Billing Leave Issues

(TA – page 57)

- Housekeeping issue.

42. Letter – Court Worker Regalia

(TA – page 58)

- Court attire to be tailored specific to employee at the employer's expense. Each employee is to have his or her assigned gown and two "Dickies."

43. Letter – Ontario Clean Water Association

(TA – pages 59-60)

What it means:

- Letter is designed to empower members to deal with solutions regarding on-call duty, including scheduling and hours worked while on-call.

Why is it important?

- There are reports of some OCWA members working on-call for an unrealistic extended period of time. The letter of understanding will allow the parties to address outstanding issues with the assistance of a facilitator.

Please see the full text of the tentative agreement for complete language on all the above issues.