



GRIEVANCE FORM

PRINTED FROM WEB SITE

OPSEU#

(ASSIGNED AT ARBITRATION)

TYPE OR PRINT LEGIBLY IN BLACK INK AND MAKE THREE (3) COPIES

LAST NAME _____ FIRST NAME _____ MEMBERSHIP # _____

ADDRESS/ STREET _____ OPSEU LOCAL NO. _____

TOWN/ CITY _____ POSTAL CODE _____ REGIONAL OFFICE FILE # _____ - _____

HOME TEL: () _____ BUS TEL: () _____ EXT. _____

CLASSIFICATION/ CLASSTITLE _____ DATE OF HIRE _____

POSITIONTITLE _____ SECTIONOR DEPARTMENT _____

EMPLOYEDBY MINISTRY/COLLEGE/BPS _____ SECTOR _____

WORKLOCATION _____

TOWN/ CITY _____ POSTAL CODE _____

STATEMENT OF GRIEVANCE

SETTLEMENT DESIRED

SIGNATURE OF GRIEVOR _____ DATE _____

NAME /SIGNATURE OF STEWARD _____ TEL: () _____

NAME /SIGNATURE OF LOCAL PRESIDENT _____ TEL: () _____

MANAGEMENT/ OFFICIAL _____ TEL: () _____ FAX: () _____
POSITION _____

100 LESMILL ROAD
TORONTO, ONT M3B 3P8

TELEPHONE
(416) 443-8888

TOLL FREE
1-800-268-7376

TDD 1-800-663-1070
or (416) 443-9898

Original - MANAGEMENT

Copy 1 - STEWARD

Copy 2 - REGIONAL OFFICE
(IF APPLICABLE)

Copy 3 - GRIEVOR

JULY 2009



STATEMENT of GRIEVANCE – Continued

I further grieve that I will now subject to a penalty upon retirement simply because I wish to continue my OPS career. The unilateral changes to Retiree Benefits made by the employer has put me in a position where a benefit upon retirement that I have worked and planned for and I believe I have earned in my OPS career, will not be available to me as it has been for other OPSEU members who have retired in the past. I believe that the employer does not have the right to make this change to the retiree benefits in a unilateral fashion.

The employer is not treating me equally among all other OPSEU members of the last thirty plus years and they have broken the covenant for OPS retirees which all have explicitly understood is a legitimate expectation upon retirement and therefore a major factor in continuing any career in the OPS. Pension and retiree benefits were promoted as good reasons to join and stay with the OPS and for decades, personally and in the OPS as a whole, we watched that promise be fulfilled.

The tens of thousands, of current retirees who are not responsible for paying for the benefits that their OPS career has earned for them, are proof that the covenant exists and has properly been honoured. Also, the employer has not rescinded the benefits of any retiree either and that is no doubt as a result of the nature of the covenant which entitles them to have the benefits.

The changes are the highest form of Bad Faith actions that an employer can make knowing that many long-serving and loyal employees have worked, planned and made major life decisions knowing that the retiree benefits were being provided at no cost and therefore they were able to choose a time to retire which suited their own preferences and needs as well as putting themselves in the best possible position for a fair and hopefully stress free and comfortable retirement. This change has shown that employee loyalty is definitely not rewarded with loyalty on the behalf of the employer.

The failure of the employer to work with all affected parties to determine the scope of the concerns that led to the change as well as the lack of effort to negotiate any course of action that respects those who have several decades of their lives invested in the service of the OPS further exemplifies the extent of the Bad Faith actions they have chosen to take.

I further grieve that the employer, by enacting this unfair and bad faith (as well as potentially illegal) decision has willingly and knowingly put undue stress and hardship on me as I struggle to come to terms on a decision about my retirement. I have been forced to make changes in my life, finances and the lives of my family in order to make a determination on what I would choose to do going forward. I should not have been forced into this position.

“OPSEU members who began working in the Ontario Public Service, the LCBO, and other agencies of the government did so with the understanding that retiree benefits were a part of their overall compensation.” *Smokey Thomas*

SETTLEMENT DESIRED – Continued

I further wish to be compensated for loss of quality of life (mainly due to increased stress which impacted me at work and at home) and for the affront to my dignity which was precipitated by the actions taken in such a cold and callous fashion.

And any other award that an Arbitrator deems suitable. To be made whole.

“The parties should be aware that, even though the collective agreement is silent about a legal right or obligation, that right or obligation is not eliminated. Indeed, the right or obligation may form part of the collective agreement even in the absence of language. For example, arbitrators have the lawful right to assume that the prohibition against discrimination in Human Rights Codes is poured into a collective agreement even if the agreement does not contain language to that extent. The same principle holds true for other employment legislation, such as Employment Standards and Health and Safety.”