

LCBO Contract Negotiations, 2005

Employer's Final Offer

July 7, 2005

On July 6, the OPSEU liquor board employees bargaining team requested that the employer table their final offer to be put to a membership vote. The following offer was tabled by the LCBO bargaining team on July 7, 2005.

**Memorandum of Agreement
July 7, 2005**

The terms and conditions set out in this Memorandum of Agreement constitute settlement of all collective bargaining issues in dispute between the parties. The following amendments are proposed by the Liquor Control Board of Ontario to the Collective Agreement in effect April 1, 2005 to March 31, 2009. Both parties agree to expeditiously and unanimously recommend ratification to their respective principals.

Unless otherwise specified, all Articles, Letters of Agreement, Memorandum of Agreement, appendices, contained within the Collective Agreement continue to remain in effect.

All matters previously agreed to, remain agreed to.

It is further understood that any agreement between the parties is subject to ratification by the Board of Directors of the LCBO, and approval through Order-In-Council.

WAGES**PROPOSED**

- Increase all rates currently in effect by 2.5% effective April 1, 2005
- Increase all rates currently in effect by 2.75% effective April 1, 2006
- Increase all rates currently in effect by 2.75% effective April 1, 2007
- Increase all rates currently in effect by 3.00% effective April 1, 2008

BENEFITS**AGREED**

Amend the previously agreed to changes to Article 20 by reducing the crown and bridges coverage to 50 percent (50%) reimbursement.

JOB SECURITY**Proposed****RE:*****Agency Stores***

The Employer agrees not to:

- (a) close a store that is within a 15 kilometer radius of an Agency Store;
- (b) close a store that is closest to an Agency store, but is not used as its supplying store;
- (c) layoff any permanent full time employees employed at the stores referenced in (a) and (b) above as a direct result of the Agency Store Program.

It is agreed that this agreement does not apply to store consolidations, or store relocations.

This letter shall expire on March 31st, 2009

Yours truly,

Wayne Zachar
Director, Employee Relations

PROPOSED

RE: CONTRACTING OUT TO THIRD PARTY WAREHOUSING

Letter of Agreement

The Employer shall not contract out any work that is usually performed by members of the bargaining unit, to third party warehousing if as a result of such contracting out, a layoff of any permanent full time employee results from such contracting out.

It is understood that this letter shall apply to employees hired prior to August 1, 2005.

It is further understood that this letter shall expire March 31, 2009.

Yours truly,

Wayne Zachar
Director, Employee Relations

Retain Letters of Agreement:

- "Enhanced Severance - Privatization -- Permanent Employees"
- "Enhanced Severance -- Privatization -- Casual Employees"

Casual Employees:

ARTICLE 1.5 (c) **AGREED**

NEW:

Where time is approved, under Article 1.5 (a) for a Casual, PPT or Seasonal employee, the employee shall be compensated for, and the pool charged for, regular hours of work for which the employee is scheduled at the time of the request. Where the request is received prior to the schedule being posted, the employee will be compensated, and the pool charged for regular hours the employee would otherwise have been scheduled at the time the schedule is posted, as per the requirements of the Collective Agreement.

ARTICLE 31.1(a) Agree to Union's proposed amendment of June 30:

AMEND:

Hours of work shall be posted at least two (2) full weeks in advance for each establishment. For scheduling purposes, the work week for casual employees shall commence at 12:01 a.m. Monday and there shall be no split shifts. For payroll purposes, the start of the work week shall be Sunday at 12:01 a.m. The work performed in the application of Article 51 and Article 52 shall not be considered to be split shifts.

ARTICLE 31.1(b) **AGREED**

Agreed to insert new as amended below and renumber accordingly:

NEW:

There shall be no change in the schedule after it has been posted unless notice is given to the employee one (1) week in advance of the starting time of the shift as originally scheduled.

If the employee is not notified one (1) week in advance he/she shall be paid for one half (1/2) of the originally scheduled work.

The provisions of this clause shall not apply in the event that the employer's inability to provide work is due to reasons beyond its control as for example but not limited to: fire, flood, major mechanical difficulties, including hydro interruptions.

ARTICLE 31.1(d) (ii) PROPOSED

AMEND:

In addition a casual employee who is scheduled for a period in excess of five (5) hours shall receive one-half (1/2) hour **or one (1) hour** off without pay for a meal period. Such meal period shall be scheduled in such a way that no employee works longer than five (5) hours without a meal period.

ARTICLE 31.1(d)(iii) AGREED

Agree to the Union's proposal:

The Employer agrees not to schedule two (2) shifts within a store that, if combined, would become one continuous shift of (8) hours or less, provided that the two shifts are not separated by more than 1 hour and no overtime is incurred.

Article 51.3 (e) AGREED

If the employee identified by (a) above is already scheduled he/she must work the scheduled shift.

Article 52.4 AGREED

Permanent part time and/or casual employees must work scheduled shifts at their home store.

Employees must fulfill their obligation to work scheduled hours at their home store and cannot fail to appear for work by virtue of having obtained work at the other store.

52.5 AGREED TO DELETE

LOGISTICS

HOURS OF WORK

PROPOSED

The employer agrees to the Union's proposal of July 6th regarding wash up time as set out below:

6.2 (a)(ii) Logistics – Facilities and Private Stock

The work week for Facilities and Private Stock shall be from 12:01 a.m. Monday to 12:00 midnight Friday.

Note: All shifts will be scheduled for a minimum duration of one week.

<u>Day</u>	(1/2 hr. unpaid lunch)
<u>Shift</u>	
	4:20 a.m. to 12:20 p.m. (VAX System Operators)
	7:00 a.m. to 3:00 p.m.
	7:30 a.m. to 3:30 p.m.
	7:45 a.m. to 3:45 p.m.
	8:00 a.m. to 4:00 p.m.

No fifteen (15) minute rest period during the afternoon. Employees will receive five (5) minutes paid wash up time prior to the lunch period and ten (1) minutes paid wash up time prior to the end of the shift.

Afternoon (1/2 hr. unpaid lunch)

Shift

12:20 p.m. to 8:20 p.m.
(VAX System Operators)

3:00 p.m. to 11:00 p.m.

3:30 p.m. to 11:30 p.m.

3:45 p.m. to 11:45 p.m.

4:00 p.m. to 12:00 midnight

No fifteen (15) minute rest period during the afternoon. Employees will receive five (5) minutes paid wash up time prior to the lunch period and ten (1) minutes paid wash up time prior to the end of the shift.

Night (1/2 hr. unpaid lunch)

Shift

8:20 p.m. to 4:20 a.m.
(VAX System Operators)

11:00 p.m. to 7:00 a.m.

11:45 p.m. to 7:45 a.m.

12:00 midnight to 8:00 a.m.

Fifteen (15) minute rest period during each half shift.

Hours of Work – Clerks

Clerks within Logistics facilities, classifications 605, 607, 608, 609, will, upon ratification of this Collective Agreement work a 37.5 hour week and amend annual salary accordingly. New classification codes will be established upon changes to the hours of work from a 36.25 hours of work a week to 37.5 hours of work a week, and the Salary and Classification Schedule shall be amended accordingly.

Article 6.2 (a)

Amend (iii) LCBO Head Office
(Monday through Friday, inclusive)
Between 7:30 a.m. and 9:30 a.m. to between 3:30 p.m. and 5:30 p.m.

Delete (iv) Toronto Airport Stores
The work week for stores shall be from 12:01 a.m. Monday to 12:00 midnight Saturday.

Day Shifts

6:30 a.m. to 3:30 p.m.

Afternoon Shifts

1:00 p.m. to 9:30 p.m.

2:00 p.m. to 10:30 p.m.

Replace with New (iv)

Warehouse Offices including Receiving/Shipping/Order Processing Offices
(Monday through Friday, inclusive)

Day Shift (1/2 hour unpaid lunch)

Between 7:30 a.m. and 9:30 a.m. to between 3:30 p.m. and 5:30 p.m.

No fifteen (15) minute rest period during the afternoon. Employees will receive five (5) minutes paid wash up time prior to the lunch period and ten (1) minutes paid wash up time prior to the end of the shift.

Afternoon Shift (1/2 hour unpaid lunch)

4:00 p.m. to 12:00 midnight

No fifteen (15) minute rest period during the afternoon. Employees will receive five (5) minutes paid wash up time prior to the lunch period and ten (10) minutes paid wash up time prior to the end of the shift.

Warehouse Worker 3 and 4 Positions

Proposed

The Employer proposes to extend the practice of automatic progression from Warehouse Worker 3 to Warehouse Worker 4 to the Durham Facility provided the person meets the criteria as outlined in the Salary and Classification Schedule in the current Collective Agreement. It is understood that in order to progress to the final step in the wage progression the employee must be able to work and perform satisfactorily in all the Warehouse Worker 4 job tasks.

It is understood that this current practice includes the ineligibility of Warehouse Worker 3's to entitlement to acting pay when performing Warehouse Worker 4 duties.

It is further understood that this practice includes not posting Warehouse Worker 4 vacancies within the Logistics Division.

Allow for the movement of Warehouse Worker 4's at the London and Toronto Facilities to the final step of the wage progression as of April 1, 2006 provided the person meets the criteria as outlined in the Salary and Classification Schedule in the current Collective Agreement.

NEW CASUAL EMPLOYEES:

The following wage rates will apply to all new casual employees hired on or after August 1, 2005.

CASUAL HOURLY WAGE RATE SCHEDULE - PROPOSED

Add new first step to the Schedule of Casual Hourly Wage Rates, Page 186 of the current Collective Agreement at \$10.50 per hour for all new casual employees hired on or after August 1, 2005.

SALARY AND CLASSIFICATION SCHEDULE – PROPOSED

Warehouse Worker 3

A revised Warehouse Worker 3 Wage grid applicable to all new casual employees hired after August 1, 2005, upon attainment of seasonal status or appointment to a Warehouse Worker 3 position:

\$17.25 \$18.25 \$19.25 \$20.25 (Annual Increases)

Liquor Store Clerk Grade 3

Amend for all new casual employees hired on or after August 1, 2005 appointed to permanent full time Liquor Store Clerk Grade 3 positions :

Liquor Store Clerk Grade 3 (07)

\$17.25 \$18.25 \$19.25 \$20.25 (Annual Increases)

ARTICLE 11.3 (ii)

PROPOSED

Amend:

Retirement with eligibility for an unreduced pension pursuant to the Ontario Public Service Employee's Union (OPSEU) Pension Plan.

ARTICLE 26.3

PROPOSED

Amend:

An employee who is required to attend a meeting for the purpose of discussing a matter which may result in disciplinary action being taken against the employee shall be made aware of the purpose of the meeting and his/her right to Union Representation at the commencement of the meeting. The employee shall be entitled to have a Union representative at such meeting provided this does not result in undue delay. This Article does not apply when an employee is being relieved from duty or during a security/parcel check.

Letters of Agreement

PVR LETTER

AGREED

AMEND:

Where an employee works under the provisions of Article 51 and 52, only the shift with the greatest number of hours worked shall apply for PVR purposes. Where the two shifts worked are equal in hours, only one of said shifts worked, shall apply to PVR hours.

Proposed Letter of Agreement Fixed Term Help

It is agreed that the following terms shall apply to those employees hired for a fixed term. Except during the periods set out below the Employer shall not utilize employees for a fixed term.

RETAIL DIVISION

- 1) An hourly rate of ten dollars (\$10.00) per hour. Employees shall also receive vacation pay in accordance with the Employment Standards Act.
- 2) To provide Customer Service Representative services with no restrictions on the duties to be performed.
- 3) Periods of employment shall be:
 - a. from the 1st Monday in May until Labour Day
 - b. from the 1st Monday on or after November 15th, up to and including December 31st.

LOGISTICS DIVISION

- 1) An hourly rate of ten (\$10.00) per hour. Employees shall also receive vacation pay in accordance with the Employment Standards Act.
- 2) To provide Warehouse Worker services with no restrictions on the duties to be performed.
- 3) Period of Employment shall be from the 1st Monday in May until Labour Day.

No fixed term employee shall be scheduled for work until all permanent full time, permanent part time, seasonal and casual employees who are assigned to the work site have been scheduled in accordance with the collective agreement, including employees who may be eligible for work under Article 51 and the Memorandum of Agreement – Allocation of Additional Hours.

No fixed term employee shall be scheduled for work which has not been offered in accordance with seniority to any permanent full time and/or permanent part time employee, or seasonal employee who is laid off and on a recall list in the geographic posting area in which the need for fixed term help arises.

Employees who may be temporarily recalled shall receive the maximum rate for casual employees during their period of temporary recall, including any other rights and benefits accorded to casual employees under Article 31.

Yours truly,

Wayne Zachar
Director, Employee Relations

Memorandums of Agreement

Re: Allocation of Overtime Hours in the Retail Stores AGREED

This proposal is only applicable to the allocation of scheduled overtime hours ("overtime") in the retail stores throughout Ontario and is intended to clarify Article 6.6 (b) of the Collective Agreement for retail store employees only.

It is understood that this Agreement is not applicable to the Letter of Agreement "Sunday Openings" and situations of unscheduled overtime which, for purposes of this Agreement, is overtime that cannot be anticipated and therefore cannot be scheduled in advance. Without limiting the generality of the foregoing and by way of example only this would include emergencies such as response to alarms.

1. Where there is a requirement for overtime work, the overtime opportunity shall be offered on a voluntary basis in the following manner and sequence:

Overtime work opportunities shall be first offered to qualified permanent full time employees in each retail store on a voluntary basis in a rotating cycle.

For further clarity, this means the first overtime opportunity following the execution of this Memorandum of Agreement will be offered sequentially to the most senior qualified permanent full time employee on the seniority list at each retail store until the overtime opportunity has been filled.

When the next overtime opportunity arises, the employer will offer that overtime opportunity to the next qualified permanent full time employee who appears on the seniority list immediately following the employee who accepted the previous overtime opportunity and continue sequentially down the list until that overtime opportunity has been filled. When the end of the seniority list has been reached the cycle will repeat itself.

2. Where all qualified permanent full time employees on the seniority list at a retail store have been offered the overtime opportunity and said opportunity still exists, such overtime shall then be offered to the qualified permanent part time employees in the retail store and then to the qualified

casual employees. Failing sufficient volunteers, overtime will be assigned to the least senior qualified employee.

3. The employer shall maintain an updated seniority list in each retail store which contains an updated notation of which permanent full time employee accepted the last available overtime opportunity so as to ensure the proper allocation of the next overtime opportunity.
4. Permanent full time employees transferred to another retail store shall be dovetailed into the seniority list at such store. Transferred employees will become eligible to accept the next overtime opportunity at the retail store they are transferred to based on their respective position on the seniority list and the position of the overtime allocation cycle, provided they are qualified.
5. An employee who is or will be on vacation shall be eligible to work overtime opportunities on the Saturday immediately prior to, during or following his/her vacation period, provided he/she provides a written statement indicating his/her availability for such overtime and a contact number prior to the posting of the applicable schedule, provided he/she is qualified . Otherwise, should an overtime opportunity become available, he/she is ineligible to work overtime during said vacation period and the offer will be made to the next most senior qualified employee on the seniority list.
6. It is agreed that the Union and the Employer shall meet upon the request of either party, but not later than thirteen (13) months following the first day of the implementation of this agreement, to review this Memorandum of Agreement and make any changes agreed to be necessary.

Seasonal PROPOSED

Appendix 4 (Section 4 – 13.1)

Amend to reflect progression through the wage rate schedule is dependent upon satisfactory performance and recommendation from Supervisor.

Casual employees who **work** for 800 hours or more, ***inclusive of overtime***, in a six (6) month period shall thereafter be considered to be seasonal employees.

A seasonal employee may lose his/her status as a seasonal employee and revert to casual status in the event that they do not **work** for 800 hours, ***inclusive of overtime***, in two (2) successive six (6) month periods.

HOUSEKEEPING:

- 2.1 (b) Remove the reference to “handicap” and replace with “disability”.

- Delete from the Casual Hourly Wage Rate Schedules (Page 131 of the existing Collective Agreement):

 Store (010, 011)
 Warehouse (027, 028)

- No Renewal of the following Letters:
 - Letter of Agreement Amalgamation of Depots 625 and 739;
 - Letter of Agreement re no Surplus/Layoff during the term of the Agreement;
 - Letter of Agreement re Franchise/Agency Stores;
 - Letter re 6 Agency Stores (A. Brandt to J. Coones)

- PVR amend to confirm that hours worked on the night shift as defined in Article 6.2 (a)(i) are excluded from the review

- As per the Ginn Decision (OLB 510/03) amend Article 6.15 (b) “An employee working on the night shift as defined in 6.2 (a) above, shall be paid a premium of two (\$2.00) per hour for each regular hour worked.”

- Insert overtime equalization agreement re Logistics Facilities;

- Insert shift rotation agreement re Logistics Facilities

Items Previously Agreed To:

Outstanding Matters:

The following matters will be subject to further negotiation within ninety (90) days following the date of ratification of the renewal of the Collective Agreement:

- The duties of the Health & Safety Committee;
- The duties of the Joint Benefit Committee;
- The Union proposal regarding 12 hour shifts for Stationary Engineers

Amendments, Deletions and Additions to Existing Provisions

Article	Amendment
1.5 (a)	<p>A pool of eight hundred (800) days shall be established for the use of Union Representatives in each calendar year. At the written request of the Union of at least fourteen (14) days, where practical, and with the approval of the employer, Union Representatives shall be entitled to be absent from work to attend to their official duties and such absences shall be charged against the established pool. If a Union Representative requires a portion of a day, such absence shall be charged against the pool on a pro rata basis. The leave shall be without loss of pay, credits or regular days off.</p>
6.5	<p>Where an employee is not instructed to work overtime, until the day during which the overtime is to be performed, the employee shall be reimbursed for the cost of one (1) meal to ten dollars (\$10.00) provided the employee works three (3) hours or more overtime.</p> <p>Same application to Article 31.1 (h) and Article 37.2 (c)</p>
22.3 (e)	<p>Amend to read:</p> <p>Jackets or work vests will be made available at the applicable stores where the duties necessitate store personnel to perform duties in a refrigerated "Cold Room"</p>
22.5	Delete
31	<p>Casual Employees</p> <p>31.1 (d) There shall be one 15 minute paid rest period during each four (4) consecutive hours of work.</p> <p>The Union agrees to withdraw the McIlwain grievance (OLB 425/02, GSB 2077/02) upon the signing of a new Collective Agreement.</p>
50	Delete
Med-Arb Agreement	Agree to revert to Appendix 2 Mediation-Arbitration Process on Page 151 of the existing Collective Agreement.

NOTICES:

Employer Drops:

The Employer notifies the Union that employees will be required to produce a receipt for reimbursement of meals.

The LCBO will adhere to the union time off allotments for individual representatives.

The Employer hereby gives notice of its intent to exercise its right to administer layoffs of less than 90 days. Details regarding terms to follow.

Wash up time in Logistics facilities will no longer be recognized.

The LCBO will no longer pay the premiums for benefits of employees who were in receipt of LTIP benefits, and who are no longer in receipt of LTIP benefits and who are away without pay for a period of 2 years from the LTIP cut off date.

The Employer confirms that the Private Ordering Department has discontinued the practice of scheduling overtime on a biweekly basis.

The LCBO shall continue to adhere to the time limits in the grievance procedure:

The LCBO will be introducing a management position in the Logistics Facilities that will result in the foreman/forewoman position becoming redundant.

The warehouse facilities will discontinue the practice of calling employees to advise them they are scheduled for work.

Retain the following Notices:

All practices and notices of the LCBO will continue *unless otherwise specified. (modified)*

The LCBO reserves the right to allocate to an employee his/her day(s) in lieu of paid holiday(s) in accordance with Article 7.3.

The Employer will discontinue the practice of providing preparation time for grievance meetings.

The LCBO will continue its practice to assign casual employees to shifts that are not identified in Article 6.2 (a).

The LCBO confirms its right to transfer.

The Employer notifies the Union that all monetary changes shall be considered gross, less applicable statutory deductions, unless specified otherwise.

The Employer will comply with Articles' 6.6 (d) and (e).

The Employer will use the following Logistics Call In Protocol

The Employer confirms that this protocol will be used to call in casual and seasonal employees in Logistics Facilities for work that is unforeseen when the schedule is posted.

Unforeseen Work for Casual/Seasonal Employees

Where it is necessary to call in a casual/seasonal employee (hereinafter "employee") for work that was unforeseen when the schedule was posted (hereinafter "unforeseen work"), the following procedure shall apply.

1. An employee who is not scheduled must advise the Employer of his/her shift availability for unforeseen work;
2. An employee is to call the telephone number(s) as provided by the Employer by 4:00 p.m. Thursday for unforeseen work that may occur the following week;
3. Unforeseen work that becomes available shall be offered to an employee who has indicated he/she is available as per (1) above, in order of seniority, provided the employee is qualified to perform the work and no overtime is incurred;
4. The Employer shall only make one attempt to contact an employee who has complied with (1) above.
5. If the Employer does not establish contact with an employee or if the employee does not accept the offer at the time of the Employer's contact, the next most senior employee who has complied with (1) above may be offered the work;
6. An employee who declines the offer as mentioned above shall not be disciplined and will continue to be eligible for subsequent unforeseen work offers;

For clarity, "schedule" referenced herein means hours of work posted as per Article 31.1(a) of the Collective Agreement. Further, the terms of this agreement are not intended to apply to overtime situations.