

UNION PROPOSALS

FOR AMENDMENTS TO THE COLLECTIVE AGREEMENT

between the

Ontario Public Service Employees Union (OPSEU)
on behalf of its Liquor Board Employees Division (LBED)

and the

Liquor Control Board of Ontario (LCBO)

The Union proposes the continuation and renewal of the current provisions in the collective agreement between the parties expiring March 31, 2009 (including relevant Schedules, Appendices, Memoranda of Agreement, and Letters of Agreement), with the exception of the following modifications:

(1) Article 1 – Recognition

- (a) Art. 1: ADD Union Leave for Local President or designee, and for employees elected as OPSEU Executive Board Members
- (b) Art. 1.5: SHORTEN notice provisions for member time off
- (c) Art. 1.5: ADD in provisions for Union Leave currently in LOA (pg. 194)
- (d) Art. 1.5(a)(b) / 1.9: CLARIFY composition and paid time off for Negotiating Team
- (e) Art. 1.11: REMOVE restrictions on access to Union time off, and access to Employer's premises under Art. 2.6

(2) Article 2 - Relationships

- (a) Art. 2: ADD provisions for employer paid time for all face-to-face meetings
- (b) Art. 2: ADD new provision to clarify that the cost of printing collective agreements will be shared by the parties.

- (c) Art. 2: STRENGTHEN the roles of all Committees (Terms of Reference within 6 months of ratification for all Committees) and right to have staff attend meetings
 - (d) Art.2: ADD provision to allow elected Union representatives to use Employer facilities and equipment
 - (e) Art. 2.1: Discrimination to be separate Article
 - (f) Art. 2.1(c) NEW: ADD provision for Joint Accommodation Committee, with time limits for implementation
 - (g) Art. 2.1(d) NEW: ADD provision to provide anti-harassment and bullying language
 - (h) Art. 2.4: AMEND to read as follows: "The employer agrees to the use of the cafeteria or lunchroom in the workplace by the Union for the purpose of meeting with its membership, provided such meetings be conducted on the employees' own time. Written notice of such meetings shall be given to the Employer by the Union. Any expenses incurred shall be the responsibility of the Union."
 - (i) Art. 2.7: DELETE "provided such notices receive the Employer's approval before being posted, and such notices shall not be unreasonably withheld from posting."
 - (j) Art. 2.9(a) NEW: strike a Joint Committee for the purposes of training all employees. This Committee to be 3 representatives from the Union and 3 representatives from Management for the betterment of the organization.
 - (k) Art. 2.9(b) NEW: Employer to pay \$.10 cents per hour for all hours worked including paid holidays and vacation to be used for the Joint Training Committee.
- (3) Article 3 – Dues and Information
- (a) Art. 3.8: DELETE (costs for information requests, etc. to be borne by Employer)
- (4) Article 4 - Seniority
- (a) Art. 4.5 NEW: ADD provision that seniority ceases to accumulate if an employee is on an acting assignment to a position outside of the bargaining unit for a period of three (3) consecutive months

(5) Article 5 – Job Security

- (a) Art. 5: ADD new provision to ensure that if work is moved out of the LCBO, there is a transfer of full collective agreement rights and entitlements, OPSEU Pension Plan membership, and continued union membership
- (b) Art. 5: ADD new provision that says bargaining unit work will be done ONLY by Bargaining Unit members and not managers, other LCBO staff or the Trades.
- (c) Art.5: ADD new provision to add “green-circling” salary protection in the event of reorganization (also in Article 49)
- (d) in Art. 5.1: EXPAND the definition of layoff to include reduction of hours, technological change impacts, workplace reorganization (also in Art.47)

(6) Article 6 – Hours of Work and Overtime

- (a) Art. 6: Introduce compressed work week model
- (b) Article 6.2(b): DELETE
- (c) Art. 6.4(a)(i): hours of work shall be posted 3 weeks in advance for everyone, and there shall be no change in the schedule after it has been posted, unless agreed upon by the employee; DELETE “unless notice is given.....posted scheduled hours”
- (d) Art. 6.4(a)(iii): DELETE “normally”; and increase Saturdays off to a minimum of 24
- (e) Art. 6.12(a): INCREASE Acting Store Manager pay:
 - (i) across the bargaining unit, including Casuals, PPT, etc.
 - (ii) show as a % of Manager pay
 - (iii) AMEND to apply “at least two hours in total”
 - (iv) also applies to opening/closing ‘key carriers’
 - (v) assignments to be by seniority
- (f) Art.6.12(b): INCREASE premium for classification acting pay
 - (i) to \$3.00 per hour
 - (ii) entitlement to be by seniority, not “designated by the employer”
 - (iii) across the bargaining unit, including Casuals, Seasonals, PPT, etc.
 - (iv) AMEND to apply “at least two hours in total”

(7) Article 7 – Paid Holidays

- (a) Art. 7.1: ADD Family Day (also 38.1, App.4-9.3)

(8) Article 8 – Vacation and Vacation Credits

- (a) Art.8.6(a): AMEND to reflect:

4 weeks after 4 Yrs.

5 weeks after 10 Yrs.

6 weeks after 19 Yrs.

7 weeks after 25 yrs

- (b) Art. 8.6(b): REPLACE with bonus week of vacation upon completion of thirty-five (35) years of service and again upon completing each two (2) years of succeeding service.

(9) Article 12 – Sickness and Injury Leave

- (a) Art. 12.4/App. 4-11.16/42.4:

(i) AMEND to “After one calendar week”

(ii) DEL “nature of the sickness”

(iii) DEL “Notwithstanding....(5) days”

(iv) Er to pay for medical certificate

(10) Article 13 – Special or Compassionate Leave

- (a) Art. 13: IMPROVE special compassionate leave

- (b) Art. 13 NEW: ADD provision to clarify that Casuals have right to 10 emergency leave days under the ESA

- (c) Article 13.1 (a) and (b), Art. 43.1 and 43.2: CHANGE “may” to “shall”

(11) Article 17 – Bereavement Leave

- (a) IMPROVE bereavement leave (Articles 17, 44 and 31.9):

(i) 4 days with pay with no consecutive days required and remove wording on day of the funeral; add step father, step mother, step child

(ii) 1 day with pay for aunts, uncles, nieces, nephews

(iii) additional 2 days travel time without pay shall be granted where it is necessary for the purpose of travelling at least two hundred twenty-five (225) km from the employee’s home to attend the funeral

(12) Article 20 – Employees’ Group Insurance and Medical Benefits Plans

(a) REMOVE Art 20 preamble

(b) Art. 20.2 Supplementary Health & Hospital:

(i) 20.2.c(i): REDEFINE “mentally retarded”

(ii) 20.2(c)(ii): drug: REMOVE dispensing fee cap; include vaccinations and serums

(iii) 20.2(c)(iii): semi-private Hospital: no cap

(iv) paramedical: 35/visit per practitioner, unlimited (del OHIP ref & \$2000 max); ADD acupuncture

(v) vision: laser eye surgery equivalency; INCREASE max from \$225 to \$340

(vi) Employer to pay extra eye testing for VDT operators, and REMOVE \$70 cap

(vii) hearing: REMOVE lifetime max; 2500 max every 3 year, per ear;

(c) Art. 20.3 Basic Life:

(i) all non-FT employees & retirees to be eligible for \$10,000; put external AD&D into supplementary for self and dependents

(d) Art. 20.5 LTIP:

(i) Art. 20.5.b(iii)(viii) / 48.5(b)(iii): ADJUST to current salary rates and ADD wage / CPI-based escalator clause for future; REPLACE “earned on the last day worked” with “at the first date of eligibility to receive LTIP benefits”

(ii) Art. 20.5.b(i)/48.5(b)(i): DELETE “whichever is the later”

(iii) Art. 20.5.b(ii)/48.5(b)(ii): REDEFINE “total disability” to reference “essential duties of own occupation”; and REPLACE “any and every duty of each” with “the essential duties of any”

(iv) Art. 20.5(b)(iv): ADD maintenance of benefits

- (e) Art. 20.6 JIBC:
 - (i) ADD provisions to expand role and functions of JIBC, and provide enforceability
 - (ii) Benefits carrier to be the OPSEU Joint Trusteed Benefits Fund
 - (iii) Art. 20.6(e)(iv): DELETE
- (f) Art. 20.7 Dental Plan:
 - (i) no ODA lag (current); DELETE combined max, make basic to 100%, ADD pit & fissure; dentures at 100%, REMOVE “combined”; major restorative at 60%, REMOVE “with basic”; equivalency to bridge for implants
- (g) Art. 20.8 AD&D:
 - (i) discuss continuing applicability of AD&D provision
- (h) Art. 20.9 NEW: reference Pension entitlements and OPT enrolment criteria
 - (i) early retirement options
 - (ii) new employee orientation process on pensions
 - (iii) employer-paid time off for presentations from OPT for members, especially casuals

(13) Article 21 – Assignments and Job Postings

- (a) Art 21: INCLUDE Casuals and provide protection of casual hours upon transfer (link to full time transfers)
- (b) Art 21: full-time vacancies not to be converted into part time or Casual positions, and to be posted / filled within defined time period
- (c) Art. 21: CREATE fair rules for transfers in the collective agreement for all employees
 - (i) new positions in a new store or new positions in a relocated store must be posted, and employees not transferred for one year after obtaining the job, except by mutual agreement.

- (ii) an employee to have the right to request a transfer, in the same classification, in the same LCBO Region, to another store(s) with no loss of seniority. Such requests to be acknowledged in a timely manner by the Employer and copied to the Union.
- (iii) involuntary Transfer: applies only when the Employer has a good and sufficient reason, and after meaningful consultation with the Union, the Employer may institute a transfer of an employee to another position, in the same classification, in the following manner:
 - in the same community; or,
 - if the employer is unable to transfer the employee in the same community, an adjacent community within the same geographic area
 - Employer-paid expenses for all relocation costs
- (d) Posting:
 - (i) posting for a PFT position is open to any casuals or PPT to apply on a Regional basis, based on seniority
 - (ii) Art. 21: AMEND to open up job posting procedure to allow access to all vacancies; excluding PVR-created positions
 - (iii) Art. 21.4(a)(i): ADD new provision that all vacancies to be posted within 30 days
- (e) Art. 21.1: AMEND to provide that salary progression is automatic on grid in accordance with seniority (also in Notes in Salary Schedules pg. 132-33, 142)
- (f) Art. 21.10 NEW: ADD language to provide that job preference and training in Logistics to be based on seniority

(14) Article 22 – Uniforms, Attire and Special Allowances

- (a) 22.3(a): AMEND to clarify to be made available to all employees who are at risk of foot injury
- (b) 22.3(b): INCREASE safety footwear reimbursement up to \$300, annually
- (c) 22.3(c): no sharing of work clothes, coats; Employer to provide all required safety equipment and shoes/boots where there is a risk of injury, from day one of employment; also to be retroactive in Art. 31.1(h)(i)

(15) Article 25 - Salaries

- (a) Art. 25/Salary Schedules: General Wage Increase recognizing productivity, and greater than CPI
- (b) AMEND all Salary Rates and Schedules to reflect concept of equal pay for equal work

(16) Article 27 – Grievance Procedure

- (a) Art. 27.2: REPLACE “may be accompanied...” to “shall be accompanied...” and delete “at his/her option”.
- (b) Art. 27.2: ADD provision to clarify that scheduling and location of grievance meetings to be by mutual agreement, and at or near the grievor’s place of work; include reasonable travel time and Employer-paid time off to attend
- (c) Art. 27.3(a)(i): EXPAND Stage 1 time limits to 30 days
- (d) 27.3(a)(ii): DELETE and replace with, “The employee shall, at his/her option, be accompanied by an employee representative.”
- (e) 27.4/27.5: COMBINE Steps 2-3 of the grievance procedure for more efficiency
- (f) Art. 27.10: incorporate provisions of OPS Articles 22.16.4 and 22.16.5 into grievance procedure, to require that cases be scheduled within 6 months of referral to the GSB, and a joint file review process
- (g) 27.13 NEW: confirm that all LOA’s are enforceable under collective agreement (ie “form part of the collective agreement and are enforceable through the grievance procedure”)

(17) Article 31 - Casuals

- (a) CREATE minimum shift of 4 hours in 31.1(c), 37.2(a), 50 and 51
 - no loss of hours as a result of this provision
- (b) 31.2(a): DELETE (two-tier entitlement)

- (c) Insured benefits for casuals:
 - (i) Art. 31.2(a)(ii): AMEND to 14% in lieu for benefits for all casuals not participating in the benefit plan.
 - (ii) Art. 31.3/48: AMEND to provide benefits under Article 20
- (d) Holidays and Vacation for casuals:
 - (i) Art. 31.2(a)(ii): AMEND Holiday pay to provide 4.8% in lieu
 - (ii) Art. 31.2.(b)(i): DELETE “hired on or before August 31, 2002” and ADD: eight (8) per cent after 4 years, ten (10) per cent after 10 years, twelve (12) per cent after 19 years and fourteen (14) per cent after 25 years
 - (iii) Art. 31.2(b)(ii): DELETE (two-tier entitlement)
- (e) Scheduling:
 - (i) Art.31.1(c) / 50 / 51: INCREASE guaranteed minimum hours per scheduled shift to 4 consecutive hours;
 - (ii) Art. 31.1(e)(iii): ADD to provide that it is not the intent of the Employer to preclude or avoid eight (8) hour shifts through ‘creative’ scheduling practices

(18) Article 32 – Safety Committee

- (a) Article 32 NEW: provide safeguards for low staffing situations:
 - safeguards when working alone: by exception only; protocols, alarms, monitoring
 - assessment of layout, environment and risk / occurrences
- (b) NEW provision: set minimum staffing complement by Store class A, B or C
- (c) Art. 32.2 / 32.3: CLARIFY PSC rights and spell out functions:
 - (i) Terms of Ref to be binding and enforceable
 - (ii) RENAME Committee and Article to Provincial Joint H&S Committee
 - (iii) CLARIFY: 3 b/u members + rights of staff/resource persons to attend, advise, present (see also LMC text 3.2 pg 160)

- (iv) spell out and clarify “powers of the OHSA” (replicate OHSA provisions)
 - (v) rights of Provincial Committee same as workplace Committee
 - (vi) ADD language to ensure ergonomic/workstation/work methods and processes criteria: Er-paid local training & developed by joint Committees
 - (vii) timely Employer-paid training for H&S Reps + Certification by WHSC
 - (viii) Art. 32.4: HK re: “H&S Reps” and “Committees” (per OHSA)
 - (ix) ADD: reference to “no reprisals”, and rights under OHSA
 - (x) Employer-paid time off for meetings, caucus, travel time and exercise of duties
 - (xi) fold in interim Terms of Reference
- (d) Art. 32: 10 min break after 1 hour at VDT, and pregnant employees may request reassignment to other duties without loss of pay, etc.

(19) Article 35 – Definitions – Permanent Part-Time Positions

- (a) Art. 35.1: to be based on hours worked and place employees into this category based on a special conversion process to be negotiated between the parties which will be seniority based
- (b) Art. 35.6: DELETE “except by mutual agreement between the parties” and ADD word “core” before hours

(20) Article 37 – Hours of Work and Overtime (PPT)

- (a) Art. 37.2 / 50 / 51: INCREASE minimum to 4 consecutive hours and remove split shifts

(21) Article 49 – Technological Change

- (a) CLARIFY technological change rights in relation to layoffs
 - clear link to Article 5
 - 49.2: “make every effort”
 - 49.1: DEL “significantly”
 - no downgrading or “red-circling”

- (b) Art 49 application: ergonomics, re-design, work methods, right of PHSC to participate
- (22) Article 50 – Unforeseen Work at Stores
- (a) Art. 50.3(e) / 51.4: AMEND to allow for mandatory reshuffling of available shifts based on seniority
- (23) Appendix 1 – Listing of Excluded Positions:
- (a) DELETE
 - (b) all positions to be in the bargaining unit.
- (24) Appendix 2 – MOA: Mediation-Arbitration Process
- (a) App. 2-3A: AMEND to add “except on agreement of the parties” to allow broader range of cases for med/arb process
- (25) Appendix 4 – Applicable to Seasonal Employees (page 162)
- (a) Appendix 4-12: DELETE 4-12.1 and AMEND 4-12.2 to provide coverage under Art 20 from first day of employment
 - (b) Appendix 4-14.1: ADD entitlement to use attendance credits for special compassionate leave in Articles 13 and 43
- (26) MOA: Allocation of Additional Hours (page 182)
- (a) ADD into body of collective agreement
- (27) LOA: Fixed Term Help (page 190)
- (a) DELETE
 - (b) ELIMINATE fixed term classification and use casual employees

- (28) LOA: Employee Assistance Program (Page 196)
- (a) LOA pg196 EAP: put into body of collective agreement
 - (b) include new hires, Casuals, fixed term, etc, from first date of employment
 - (c) recognition of Joint EAP Committee
 - (d) information package to employees
 - (e) establish a protocol for activation of the Trauma Team, including notification and updating to the Union
 - (f) DELETE “by members of the public”
- (29) LOA: Permanent Vacancy Review (page 200)
- (a) move PVR LOA into body of collective agreement as new Article, and AMEND as follows:
 - (i) maintain and promote PPT
 - (ii) DELETE Point #3 on pg 201
 - (iii) an offer to go to each PPT by seniority, within a geographical area
 - (iv) create a threshold of hours that not only creates a full-time position but one that also creates a PPT position
 - (v) create timelines for PVR data disclosure/reports, well in advance of April review (Jan. 31st of each year?) pg 203; quarterly reporting to Union; include a challenge mechanism regarding actual replacements
 - (vi) lower the PVR threshold of hours from the current threshold, and by workplace instead of individual
 - (vii) change language to reflect no deductions for any casual while a fixed term employee or temp agency worker is on site
 - (viii) change language to indicate that no deductions are to be made for Board Business, Product Consultants, Events coordinator, A or B Store Managers and employees on LTIP, and DEL “etc” in 4th point

- (ix) remove Night Shift deductions (pg 202 9th point), and split shift (10th pt)
- (x) increase vacation reimbursement cap to 120 retail, 112.5 Logistics and 108.75 HO (based on 3 week min for vacation)

(30) LOA: Agency Stores (page 211)

- (a) in LOA (b): DELETE “permanent full time”; ie: “any employees”

(31) LOA: Contracting Out (page 212)

- (a) DELETE “permanent full time”; ie: “any employees”
- (b) DELETE “new” and tighten up layoff reference to include a reduction of hours
- (c) prohibition in principle
- (d) include Mgrs doing b/u work
- (e) include reference to Agency Stores
- (f) REPATRIATE any work now outside, such as Agency Stores, private warehouses, Agency workers, cleaners, trades, IT consultants, in-store tasting reps (see also LOA pg 206)

(32) LOA: Logistics Call In Protocol (page 216)

- (a) DELETE
- (b) onus to be on Employer to reach employee

(33) Housekeeping (HK) Items:

- (a) move all Letters into body of collective agreement or number them
- (b) ADD sub-titles within Articles, where practical
- (d) undertake a complete Human Rights/Equity review of collective agreement

- (e) make necessary amendments to collective agreement to reflect OPSEU Union representation terminology

For absolute clarity and greater certainty, it must be expressly understood that many of the foregoing demands may require 'parallel' changes elsewhere in the collective agreement. Some are already referenced with proposals.

The Union hereby serves the Employer Notice that it will be seeking to enforce its rights under the provisions of the collective agreement, and discharges any estoppel which may exist.

Without prejudice, and subject to progress in negotiations, the Union reserves the right to add to, alter, amend or otherwise modify any of the foregoing demands.

E+OE

SIGNED at Toronto, Ontario this 9th day of March, 2009

For the Union:

For the Employer:
