

LCBO Contract Negotiations, 2005

Outstanding issues as of July 7, 2005



The following table summarizes the positions of the OPSEU bargaining team and LCBO management on all outstanding issues as of July 7, 2005. References to page numbers, articles and clauses refer to the current collective agreement, in effect from April 1, 2002 to March 31, 2005.

Issue	Current Contract Language	Union Position	Employer Position
<p>1) JOB SECURITY</p> <p>a) No Layoff Guarantee</p> <p>b) Agency Stores</p>	<ul style="list-style-type: none"> • Time-limited Letter (p. 217) expiring at the end of this round of negotiations. Letter protects permanent employees only from layoff. • Time-limited Letter (p. 216) stating that the LCBO will not close any existing retail stores as a result of opening franchise or agency stores. 	<ul style="list-style-type: none"> • Replace current Letter with new comprehensive protection against layoff or loss of hours for permanent, seasonal and casual employees due to: <ul style="list-style-type: none"> ○ Agency stores ○ Contracting out ○ Bargaining unit work being done by non-bargaining unit employees • Retain current protection, make it apply indefinitely and expand it by adding protection from any reduction in hours of work, layoffs and job loss arising from the opening or operation of franchise/agency stores. 	<ul style="list-style-type: none"> • Delete current no-layoff guarantee Letter • Replace current Letter with another time-limited letter to expire on March 31, 2009. This letter would limit protection against closures of retail stores to only those that are within 15 km of an agency store. Retail stores closest to an agency store but not used as its supplying store would also be protected from closure.

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<p>c) Contracting Out</p>	<ul style="list-style-type: none"> No language in current agreement 	<ul style="list-style-type: none"> Full protection from any privatization that would result in any layoff <u>unless</u> the contractor agrees to hire all affected employees, recognize their full seniority and service, and sign a collective agreement with OPSEU preserving all existing terms. This protection would be part of the collective agreement and continue indefinitely. 	<ul style="list-style-type: none"> Willing to protect warehouse employees only from layoff due to third party contracting. This protection would apply only to employees hired prior to August 1, 2005. This protection would be in a separate letter that would expire on March 31, 2009.
<p>2) HOURS FOR CASUAL EMPLOYEES</p> <p>a) Minimum Shift Length</p>	<ul style="list-style-type: none"> 2-hour minimum (Article 31.1 (b), p. 80) 	<ul style="list-style-type: none"> Increase to 4-hour minimum. Wherever possible, two in-store shifts will be combined to create one 8-hour shift. 	<ul style="list-style-type: none"> No change to current 2-hour minimum. Wherever possible, two in-store shifts will be combined to create one 8-hour shift.
<p>3) WORK SCHEDULES</p> <p>a) Logistics and Private Stock</p>	<ul style="list-style-type: none"> Article 6.2 (a) (ii), p. 20. 	<ul style="list-style-type: none"> Keep current language 	<ul style="list-style-type: none"> In return for writing current wash-up practices into the agreement, the Employer wants to introduce the following scheduling changes: <ol style="list-style-type: none"> <u>Day Shift</u> <ul style="list-style-type: none"> eliminate the 8 a.m. – 4 p.m. VAX System Operator shift create a new 7:30 a.m. – 3:30 p.m. shift assign any employee to any day shift starting between 7 a.m. and 8 a.m.

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<p>3) WORK SCHEDULES (cont'd)</p> <p>b) Clerks in Logistics</p>	<ul style="list-style-type: none"> • Article 6.2 (a) (iii), p. 22 	<ul style="list-style-type: none"> • Keep current language. 	<ul style="list-style-type: none"> 2) <u>Afternoon Shift</u> <ul style="list-style-type: none"> - add a new 3:30 p.m. – 11:30 p.m. shift - assign any employee to any listed afternoon shift 3) <u>Night Shift</u> <ul style="list-style-type: none"> - assign any employee to any listed night shift • Move all warehouse office clerks to the Durham Warehouse schedule. • Write an unpaid ½-hour lunch into the new agreement.
<p>4) WAGE GRID CHANGES</p> <p>a) Warehouse Worker 3 & 4</p>	<ul style="list-style-type: none"> • New 	<ul style="list-style-type: none"> • Provide for automatic progression from level 3 to level 4. 	<ul style="list-style-type: none"> • Employer will agree to automatic progression from level 3 to level 4, only if the Union agrees to end acting pay when WW3s replace WW4s.

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<p>4) WAGE GRID CHANGES (cont'd)</p> <p>b) New Lower Wage Tiers</p>	<ul style="list-style-type: none"> • New 	<ul style="list-style-type: none"> • The Union opposes lower wage tiers. 	<ul style="list-style-type: none"> • Employer proposes creating the following new lower wage tiers: <ol style="list-style-type: none"> 1. <u>Casual Rates (p. 186)</u> <ul style="list-style-type: none"> - New starting rate of \$10.50/hour for all new hires after April 1, 2005. (Current starting rate is \$12.30/hr.) 2. <u>Warehouse Worker 3 (p. 140)</u> <ul style="list-style-type: none"> - New lower 4-step grid for all new casuals hired after August 1, 2005, upon attainment of seasonal status or a permanent WW3 position: <table data-bbox="1528 699 1776 862" style="margin-left: 20px;"> <thead> <tr> <th><u>New</u></th> <th><u>Current</u></th> </tr> </thead> <tbody> <tr> <td>\$17.25</td> <td>\$20.22</td> </tr> <tr> <td>\$18.25</td> <td>\$20.88</td> </tr> <tr> <td>\$19.25</td> <td>\$21.56</td> </tr> <tr> <td>\$20.25</td> <td></td> </tr> </tbody> </table> 3. <u>Liquor Store Clerk Grade 3**</u> <ul style="list-style-type: none"> - New lower grid for all new casuals hired after August 1, 2005, upon appointment to a permanent full-time position: <table data-bbox="1528 1101 1776 1295" style="margin-left: 20px;"> <thead> <tr> <th><u>New</u></th> <th><u>Current</u></th> </tr> </thead> <tbody> <tr> <td>\$17.25</td> <td>\$18.63</td> </tr> <tr> <td>\$18.25</td> <td>\$19.82</td> </tr> <tr> <td>\$19.25</td> <td>\$20.58</td> </tr> <tr> <td>\$20.25</td> <td>\$21.18</td> </tr> <tr> <td></td> <td>\$21.80</td> </tr> </tbody> </table> <p>** On the current grid, increases are semi-annual for the first three steps. On the employer's proposed grid, all increases are annual.</p>	<u>New</u>	<u>Current</u>	\$17.25	\$20.22	\$18.25	\$20.88	\$19.25	\$21.56	\$20.25		<u>New</u>	<u>Current</u>	\$17.25	\$18.63	\$18.25	\$19.82	\$19.25	\$20.58	\$20.25	\$21.18		\$21.80
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5) SEVERANCE PAY	<ul style="list-style-type: none"> Article 11.3 (ii), p. 39 	<ul style="list-style-type: none"> The Union opposes changes to severance pay entitlements 	<ul style="list-style-type: none"> Employer proposes eliminating severance pay entitlements for employees who retire with a reduced pension.
6) PRE-DISCIPLINARY MEETINGS	<ul style="list-style-type: none"> Article 26.3, p. 73 	<ul style="list-style-type: none"> The Union opposes changes to the requirement that employees be notified of entitlement to union representation. 	<ul style="list-style-type: none"> Employer wants to water down notice of entitlement to union representation prior to a meeting that may result in discipline. Employer wants to eliminate such notice for security/parcel checks.
7) SEASONAL STATUS	<ul style="list-style-type: none"> Appendix 4, p. 158 	<ul style="list-style-type: none"> Make it easier to qualify for seasonal status by replacing the current "14 consecutive weeks at 35 hour rule" with a "600 hours within a 6-month period rule." The 600 hours would <u>include</u> all hours worked plus scheduled hours that are not worked (e.g. sick days). 	<ul style="list-style-type: none"> Employer's offer would require 800 hours within a 6-month period to qualify for seasonal status. The employer's proposal would <u>exclude</u> scheduled hours that are not worked (e.g., sick days).
8) GENERAL WAGE INCREASE		<ul style="list-style-type: none"> A 3-year agreement with across-the-board increases of: <ul style="list-style-type: none"> - 4.0% on April 1, 2005 - 4.0% on April 1, 2006 - 4.0% on April 1, 2007 The agreement would expire on March 31, 2008. 	<ul style="list-style-type: none"> A 4-year agreement with increases of: <ul style="list-style-type: none"> - 2.5% on April 1, 2005 - 2.75% on April 1, 2006 - 2.75% on April 1, 2007 - 3.0% on April 1, 2008 The agreement would expire on March 31, 2009.
9) BENEFITS	<ul style="list-style-type: none"> Article 20, p. 49 	<ul style="list-style-type: none"> Maintain package agreed to on April 28, 2005, including 100% reimbursement for crowns and bridges up to the \$3,000 annual maximum. 	<ul style="list-style-type: none"> Employer wants change the package agreed to on April 28, 2005, to reduce reimbursement for crowns and bridges to 50%, up to the \$3,000 annual maximum.