

Memorandum of Agreement

Between:

The Liquor Control Board of Ontario  
herein after named "the Employer"

-and-

OPSEU Liquor Workers' Division

Hereinafter named "the Union"  
July 27, 2005

The terms and conditions set out in this Memorandum of Agreement constitute full and final 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 understood that all monetary changes shall be considered gross, less applicable statutory deductions, unless otherwise specified.

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**

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

<b>Article 1.5 (a)</b>	AMEND:  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.
<b>Article 1.5 (c)</b>	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.
<b>Article 6.5</b>	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.

Same application to Article 31.1 (h) and Article 37.2 (c )

## Article 20

### 20.1 (b)

The Union agrees to withdraw the grievance with respect to Article 20.1 (b), ***not to be refiled.***

### **Employee's Group Insurance and Medical Benefits Plan**

The Parties agree the details set out herein under Article 20 are intended merely as a convenient reference to the more important terms and provisions of the benefits. The master contracts covering these plans shall be the governing documents and the entitlement to benefits is determined solely by the Insurance Carrier.

20.2 (c) (ii) A pay-direct prescription drug card will be issued to all eligible employees to be utilized at pharmacies which honour this card system, upon completion of the re-enrollment process which includes the positive enrollment of all covered individuals (employees and dependents) and spousal coordination of benefits information. In instances where the pay-direct drug card cannot be utilized, the claim may be submitted to the insurance carrier on the prescribed paper form.

The following is the drug plan coverage provided for eligible employees and dependents under either method of claim submission, once the pay-direct drug cards have been issued and activated:

(a) 90% of reasonable and customary medically necessary expenses incurred for drugs and medicines requiring a prescription by law and other specified life-sustaining drugs as defined and administered by the insurer and subject to change from time to time if they are:

(i) Prescribed by a physician, nurse practitioner,

where applicable, or dentist for the treatment of a diagnosed illness or injury, and

- (ii) Dispensed by a licensed pharmacist or by a physician or dentist legally licensed to dispense drugs,
- (b) Such covered prescription drugs and medicines will be subject to generic substitution and an \$8.00 maximum dispensing fee for each prescription. *If the prescription specifically prescribes no generic substitution, then the brand name drug will be covered.*

20.2 (iii) Eligible Expenses include:

*Amendments only as follows:*

- (a) Charges by a licensed hospital for room and board and for hospital services and supplies furnished for care and treatment up to *one hundred and seventy dollars (\$170.00) per day, effective the 1st of the month following ratification (for expenses incurred after that date)*
  - (i) Charges for the services of a chiropractor, osteopath, chiropodist, naturopath, podiatrist, physiotherapist, speech therapist and massage therapist to a maximum of thirty-five dollars (\$35.00) per visit for each visit not subsidized by O.H.I.P. In any event, the reimbursement for the combined services of the listed practitioners shall not exceed **Two Thousand Dollars (\$2,000.00) per year.**
  - (j) Charges for the services of a psychologist up to *fifty dollars (\$50.00) per (1/2) hour for individual psychotherapy and/or testing and thirty five (\$35.00) dollars for all other visits.*
  - (l) Charges for surgery by a podiatrist performed in a podiatrist's office to a maximum of *one hundred and sixty dollars (\$160.00)*

**(e) (ii)** This coverage provides for vision care to a maximum of *two hundred and twenty five dollars (\$225.00)* per insured person in any twenty four (24) month period from the date of expense for the purchase of prescribed lenses and frames, or to a maximum of two hundred and twenty-five (\$225.00) per insured person in any twenty-four (24) month period from date of expense for the purchase of prescribed contact lenses for those medically unable to wear glasses.

**(e)(iii)** Hearing aid coverage is provided for two (2) hearing aids (one (1) for each ear, where necessary) to a maximum of *six hundred dollars (\$600 [2 x \$300.00] per person* on one occasion.

**Article 20.5(b)(viii)**

Increase each category in (a) through (g) by five dollars (\$5.00) per month. Create a new category (h) from January 1, 1995 to December 31, 1996 at five dollars (\$5.00) per month.

20.7 Dental Plan

**Delete (a) and amend as follows:**

**(a)** The Employer will continue to pay one hundred percent (100%) of the premiums for dental coverage as provided for under Great West Life Policy Number 44505, or its equivalent, except for the modifications as set out herein.

Recall exams and scaling shall be limited to every nine (9) months (except for children 12 years and under); oral hygiene instruction shall be restricted to once per lifetime; and combined basic [routine] and major treatment, shall be limited to a maximum of Three Thousand Dollars (\$3,000.00) per year, per insured employee and Three Thousand Dollars (\$3,000.00) per year for each of his/her dependents. Crown and bridges coverage at 50 percent (50%) reimbursement shall be included within the Three Thousand Dollar (\$3,000.00) maximum per year referenced above.

- (b) Effective the first of the month following ratification of this Collective Agreement, the schedule of fees shall be based on the 2005 Ontario Dental Association Fee Schedule.

Effective April 1, 2006, the schedule of fees shall be based on the 2006 Ontario Dental Association Fee Schedule.

Effective April 1, 2007, the schedule of fees shall be based on the 2007 Ontario Dental Association Fee Schedule.

Effective April 1, 2008, the schedule of fees shall be based on the 2008 Ontario Dental Association Fee Schedule.

- 20.2 (f) ***This coverage provides*** for reimbursement of the costs of the employee's and dependent's eye exams not covered under the Provincial Health Plan, to a maximum of \$70 paid once every two years.

***For Inclusion in the Memorandum of Agreement, and not in the Collective Agreement:***

***The Employer undertakes to initiate the positive re-enrollment and coordination of benefits referenced in 20.2 (c)(ii) as expeditiously as possible following ratification of the Collective Agreement.***

***It is understood that all benefit changes will become effective the 1<sup>st</sup> of the month following ratification, unless otherwise specified herein.***

**Article 22.3 (e )**

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"

<b>Article 22.5</b>	
	Delete
<b>Article 31.1 (a)</b>	
	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.
<b>Article 31.1 (b)</b>	
	<p>Agreed to insert as 31.1 (b) new as amended below and renumber accordingly:</p> <p>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.</p> <p>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.</p> <p>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.</p>
<b>Article 31.1 (d)(i)</b>	
	<p>There shall be one fifteen (15) minute paid rest period during each four (4) consecutive hours of work, with the following exception: Where an employee is working alone on a Sunday, there shall be no rest period but the employee will be paid for all hours worked plus an additional fifteen (15) minutes, provided the employee works a minimum of four (4) hours or more.</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>
<b>Article 31.1 (d)(ii)</b>	
	In addition a casual employee who is scheduled for a period in excess of five (5) hours shall receive a meal period of either

	<p>one-half (1/2) hour off without pay or one (1) hour off without pay when acting for the store manager, in his/her absence.</p> <p>Such meal period shall be scheduled in such a way that no employee works longer than five (5) hours without a meal period.</p>
<b>Article 31.1(d)(iii)</b>	<p>New:</p> <p>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.</p>
<b>Article 50</b>	Delete
<b>Article 51.3 (e)</b>	<p>If the employee identified by (a) above is already scheduled he/she must work the scheduled shift.</p>
<b>Article 52.4</b>	<p>Permanent part time and/or casual employees must work scheduled shifts at their home store.</p> <p>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 another store.</p>
<b>Article 52.5</b>	Delete

## Seasonal Amendments

### Amend Appendix 4 (Section 4 – 4- 4.1)

Casual employees *who work for 700 hours or more, exclusive of overtime*, in any consecutive twenty six (26) week period shall thereafter be considered to be seasonal employees.

### Amend Appendix 4 (Section 5 – 4-5.1)

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 700 hours, exclusive of overtime*, in any twenty six (26) week period for two (2) successive calendar year periods.

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

## Letters of Agreement

July 25, 2005

Mr. J. Coones  
5757 Coopers Avenue  
MISSISSAUGA, ON  
L4Z 1R1

Dear Mr. Coones:

**RE: Agency Stores**

The Employer agrees:

- (a) not to close any of its retail stores as a result of the opening or operation of any franchise and/or agency stores;
- (b) not to layoff any permanent full time employees employed at the stores referenced in (a) above as a direct result of the Agency Store Program;
- (c) There will be no reduction in store operational hours as a result of the opening or operation of any franchise and/or agency stores;
- (d) it is agreed that this agreement does not apply to store consolidations, or store relocations where such consolidations or relocations are not a result of the opening of any franchise and/or agency stores.

Yours truly,  
Wayne Zachar  
Director, Employee Relations

**PVR**

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.

## **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 1<sup>st</sup> Monday in May until Labour Day
  - b. from the 1<sup>st</sup> Monday on or after November 15<sup>th</sup>, up to and including December 31<sup>st</sup>.

### **LOGISTICS 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 Warehouse Worker services with no restrictions on the duties to be performed.
- 3) Period of Employment shall be from the 1<sup>st</sup> 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

July 26, 2005

Mr. John Coones  
5757 Coopers Avenue  
Mississauga, ON  
L4Z 1R9

**RE: Contracting Out**

The Employer agrees there shall be no new contracting out of work that is usually performed by members of the bargaining unit, if a layoff of any permanent full time employees results from such contracting out.

This letter is in force and effect for the term of this collective agreement or any extension under law.

Yours truly,

Wayne Zachar,  
Director, Employee Relations

## **Memorandums of Agreement**

**Med-Arb**            Agree to revert to Appendix 2 Mediation-Arbitration Process on Page 151 of the existing Collective Agreement.

The Union agrees to withdraw the "Ledwidge" grievance as per the attached agreement and the parties agree to follow the memorandum of agreement when allocating overtime hours in the retail stores.

***Re: Allocation of Overtime Hours in the Retail Stores***

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.

## 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
  
- Insert overtime equalization agreement re Logistics Facilities;
  
- Insert shift rotation agreement re Logistics Facilities

## Notices

The Employer agrees to drop all notices, without prejudice to the current practices of the Employer.

The Union agrees to drop all notices, without prejudice, except for the Notice regarding Agency Workers which is withdrawn, ***with prejudice***.

## **Logistics**

The parties agree that the wash up time in the Logistics Division will continue, status quo.

The Employer will use the following Logistics Call In Protocol

### Unforeseen Work for Casual/Seasonal Employees

The Parties agree 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.

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.

### **Warehouse Worker 3 and 4 Positions**

Effective on the date of ratification, the practice of automatic progression from Warehouse Worker 3 to Warehouse Worker 4 will be extended to the Durham Facility. It is understood that qualified personnel shall progress to the final wage step after completion of one year at the previous step if so recommended by the supervisor.

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.

Effective upon ratification of this Collective Agreement, allow for the movement of Warehouse Worker 4's at the London and Toronto Facilities to the final step of the wage progression, provided the person meets the criteria as outlined in the Salary and Classification Schedule in the current Collective Agreement.

Handwritten initials and a checkmark in the top right corner.

This Memorandum of Settlement has been executed in the City of Toronto this ~~twenty~~ <sup>SEVENTH</sup> ~~day~~ <sup>27</sup> of July, 2005.

Handwritten signatures on the left side of the document, including names like John M. Fisher and Michael Sell.

Handwritten signatures on the right side of the document, including names like W. Jackson and Rami Green.