

# **LCBO Contract Negotiations, 2005**

## **Latest proposal by the OPSEU liquor board employees bargaining team**

**July 6, 2005**

On July 6, the OPSEU liquor board employees bargaining team tabled the following proposal for changes to the collective agreement.

Tabled  
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**Union Package – July 6, 2005**

**This package includes all other proposals previously agreed to by the parties.**

**Article 20.1(b)**

This article is withdrawn without prejudice to the position of the Union at Arbitration.

**ARTICLE 31.1 (a)**

Hours of work shall be posted at least two full weeks in advance for each establishment and 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.

For scheduling purposes, the work week for casuals shall commence at 12:01 a.m. Monday and there shall be no split shifts. The work performed in the application of Article 51 and Article 52 shall not be considered to be split shifts. For payroll purposes, the start of the work week shall be Sunday at 12:01 a.m.

**Article 52.4 – Amend**

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.

**Article 52.5 - Delete**

**Casual Shifts In Retail Stores**

The Employer agrees not to schedule shifts two (2), four (4) hour shifts within a store that if combined would become one continuous eight (8) hour shift, exclusive of lunch breaks, provided no overtime is incurred.

**Article 31.1(b)**

**Casuals, when scheduled to work on any day, shall not be employed for less than four (4) hours.**

**Transfers**

**New:**

In transferring casual employees the Employer must transfer in reverse order of seniority and only within the geographic area of the employee's current work location.

In the event that a store is re-located or consolidated with another store, the above provision will apply only if unfilled positions remain after (a) all existing employees in the store that is being closed are re-located to the new store, and (b) if, after such re-location, there remain unfilled positions and such position have been posted in accordance with Articles 21.4 and 21.5.

**New Articles:**

No bargaining unit employee shall be assigned or required to monitor and/or report on the compliance of any agency and/or franchise store.

No bargaining unit employee shall be assigned or required to assist in the setup or establishment of any agency and/or franchise store.

**Contracting Out**

The Employer shall not contract out any work usually worked by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees results from such contracting out.

Notwithstanding the foregoing, the Employer may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the Employer provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- (1) to employ the employees thus displaced from the Employer (LCBO); and
- (2) in doing so to stand, with respect to that work, in the place of the Employer (LCBO) for the purposes of the Employer's Collective Agreement with the Union, and to execute into an Agreement with the Union to that effect.

In order to ensure compliance with this provision, the Employer agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

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**Work of the Bargaining Unit**

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except in the following situations.

- 1) when regular bargaining unit employees are not available,
- 2) In an emergency,
- 3) In the interest of safety; or
- 4) In cases mutually agreed upon by the parties.

The foregoing is not intended to affect work currently performed by non-bargaining unit employees so long as the incumbents remain in their positions.

**Logistics**

**Article 6.2(a)(ii)**

July 6/05

**Logistics**

**Article 6.2(a)(ii)**

Amend Day Shift and Afternoon Shift to include : A thirty-five (35) minute lunch period, (30 minutes unpaid and five (5) minutes paid), and a 10 minute wash up period at the end of each shift.

**Salary and Classification Schedule**

Amend to allow automatic progression from the classification of Warehouse Worker 3 to the classification of Warehouse Worker 4.

Allow the final step in Warehouse Worker 4 classification at Durham Logistics to apply to all logistics facilities utilizing automated equipment. (e.g. – RAD System)

**Appendix 4 – Seasonal Employees**

**Amend Appendix 4-4.1 to read:**

Casual employees who are scheduled or work for ~~600~~ hours or more in a six (6) monthly period shall thereafter be considered to be a Seasonal Employee. It is understood that the ~~600~~ hours do not include overtime hours.

A seasonal employee may lose his/her status as a seasonal employee and revert to casual status in the event that they are not scheduled or do not work for ~~600~~ hours in two (2) successive six (6) month periods.

**Franchise Stores – Attachment #3.**

The Employer agrees to drop all notices to the Union.

**Article 53 – Term Of Agreement**

Amend to reflect a term of three (3) years.

Amend to reflect an across the board increase to all classifications as follows:

Effective April 1, 2005 = 4.0%

Effective April 1, 2006 = 4.0%

Effective April 1, 2007 = 4.0 %

**Allocation of Overtime Hours in Retail Stores – See Attachment #1**

**The Employer Proposal of April 15, 2005 re : Letter of Agreement – Fixed Term Help Attachment #2**

**Union will drop all of its notices to the Employer.**

**No renewal of: - Letter of Agreement “Amalgamation of Depots 625 and 739.**

**Letter re no layoffs during term of the Agreement.**

**Letter re 6 Agency Stores (A. Brandt to J. Coones)**

**The Union agrees to Amend the previously agreed to changes to Article 20 by reducing the Crown and bridges coverage to 50 percent (50%) reimbursement.**

## Attachment #1

### Memorandum of Agreement

#### **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.

**Attachment #2**

OLBEU  
5757 Coopers Avenue  
MISSISSAUGA, ON  
L4Z 1R9

Dear Mr. Coones:

**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 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 (\$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.

The parties agree that this letter expires on March 31, 2008

*C. J. Zachar*  
Attachment #3

Mr. J. Coones  
President, OLBEU  
5757 Coopers Avenue  
Mississauga, ON  
L4Z 1R1

Dear Mr. Coones:

**RE: Agency Stores**

The Employer agrees:

- (a) not to close any of its existing retail stores as a result of the opening or operation of any existing franchise and/or agency stores.
- (b) There will be no reduction in employees hours of work as a result of the opening or operation of any franchise and/or agency stores.
- (c) There will be no layoffs or permanent job loss 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

Union  
~~Employer~~ Counter Proposal  
Article 20  
April 26, 2005

April 28/05

Agreed April 28/05  
3:20 p.m.

### 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 1<sup>st</sup> of the month following ratification (for expenses incurred after that date.*
- (i) Charges for the services of a chiropractor, osteopath, chiropodist, naturopath, podiatrist, physio-therapist, 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 (\$50.00) per (1/2) hour for individual psychotherapy and/or testing and thirty five (\$35.00) 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 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.**

***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.***