

MEMORANDUM OF AGREEMENT

on all issues regarding the renewal of the Collective Agreement between the parties
expiring March 31, 2009

between the:

Liquor Control Board of Ontario (LCBO)
("Employer")

- and the -

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

- (1) The parties herein agree to the terms of this Memorandum and to the attached negotiated agreement as constituting full settlement of all issues between the parties with respect to the renewal of the collective agreement.
- (2) The undersigned representatives of the parties do hereby agree to unanimously recommend complete acceptance of all the terms of this Memorandum to their respective principals.
- (3) The parties agree that the collective agreement shall expire March 31, 2013, and that said renewal shall include the terms of the previous collective agreement with an expiry date of March 31, 2009, subject to the amendments and/or modifications set out in Appendix 'A' to this Memorandum.
- (4) The effective date of any provisions or terms of the collective agreement, unless otherwise stated in the collective agreement, shall be the date of final ratification. Final ratification shall be deemed to occur on the latest of the dates it is ratified by both parties.
- (5) Retroactive wage adjustments will be paid to all eligible employees who were in the bargaining unit as of April 01, 2009, within three (3) months of final ratification.

Signed at Toronto, Ontario this 24th day of June, 2009. [Original signed by:]

For the Union:

Vanda Klumper

Denise Davis

C. MacLeod

Tracy Vyfschaft

Lori Davis

Laurie Miller

Dora Robinson

Joyce Hansen

Robert Field

For the Employer:

W. Zachar

Lauri Green

P. Davis

Myron Tymochko

Pamela LeMaistre

Len Morashita

Wages:

General Increase:

The Employer is proposing a **7.75 % increase over 4 years** to eliminate the risk of a wage freeze during this period

Year 1 – Effective April 1, 2009 – (1.75 %)

Year 2 – Effective April 1, 2010 - (2.0 %)

Year 3 – Effective April 1, 2011 – (2.0 %)

Year 4 – Effective April 1, 2012 - (2.0 %)

In recognition of the employees' contributions towards last year's record profits, customer service and social responsibility:

Upon ratification, pay to each permanent full time employee, actively employed by the LCBO on the date of ratification, a signing bonus of \$500.00, gross.

Upon ratification, pay to each permanent part time, seasonal and casual employee, actively employed by the LCBO on the date of ratification, a signing bonus of \$0.25, gross, for each regular hour the employee worked in the 2008 calendar year.

General Intention:

To eliminate the two tier wage grid for pre and post 2002 casual employees.

All casual employees will now progress to the last step of the wage grid in accordance with the conditions listed below.

(New) Wage Grid for Post 2002 Casual Employees

\$13.84 - \$15.22 - \$16.62 - \$17.62 - \$18.77

*Casual employees hired between Sept. 1, 2002 and July 31, 2006 who are at the last step of the existing applicable wage grid (\$16.62) may move to the next step in the proposed range (\$17.62), effective on the first day of the month following ratification, dependent upon satisfactory work performance and

recommendation from supervisor. It is understood that their anniversary date will be adjusted to the first of the month following ratification.

Employees hired on or after August 1st, 2006 will progress through the wage grid according to their original anniversary date.

DELETE: "The final wage step shall apply only to casual employees hired on or before September 1, 2002."

General Intention:

To eliminate the two tier percentage in lieu for pre and post 2002 casual employees.

All casual employees will now, on ratification of this Agreement, receive the percentages in lieu of 8% of gross pay for paid holidays and benefits and (4% for employees with 6 months or less service) and 6% of gross pay thereafter.

Percentage in Lieu:

31.2(a) (iii) Effective on ratification, Articles 31.2(a)(i) and 31.2(a)(ii) will cease to apply.

(iv) Effective on ratification, a casual employee shall receive eight percent (8%) of gross pay, not including vacation pay, which shall be added to his/her regular pay, to compensate for the paid holidays in Article 7 and in lieu of benefits under Article 20.

31.2(b) (iii) Effective on ratification, Articles 31.2(b)(i) and 31.2(b)(ii) will cease to apply.

(iv) Effective on ratification, a casual employee shall receive vacation pay at the rate of four percent (4%) of gross pay during the first six (6) months and the rate of six percent (6%) of gross pay thereafter, calculated and paid each pay.

Fixed Term Employees

Amend the Fixed Term Letter of Agreement as follows:

\$11.50 – November 1, 2009

Apply the general increase in each of the subsequent years of the contract.

General Intention:

Increase the rate of acting pay for employees acting for the Store Manager in his/her absence and increase acting pay for employees acting in higher classifications.

Acting Pay

AMEND: Article 6.12 (a) from ten dollars (\$10.00) per day to:

\$12.00 – 11/01/09

\$14.00 – 04/01/10

\$16.00 – 04/01/11

\$18.00 – 04/01/12

AMEND: Article 6.12 (b) from one dollar and twenty (\$1.20) per hour for each hour to two dollars (\$2.00) per hour for each hour....

Existing language to remain in both articles.

Casual Employees:

General Intention:

Introduce a benefit plan for casual employees with five or more years of seniority and who work 1300 hours in the previous calendar year.

Casual Benefit Plan:

ADD new Article 31.x - Benefits for Casual and Seasonal Employees

(Parallel changes for Seasonal employees in first year of employment as per Appendix 4-12)

Effective April 1, 2010 casual employees who have worked 1300 hours in the previous calendar year (Year 1 – based on 2009 hours) and who have five (5) years of casual seniority will receive benefits under the same benefit plans as full time employees, subject to the following limitations:

Basic Life Insurance – for employees only, in the amount of \$10,000 shall be provided to Casual and Seasonal employees as defined above,

Dental – for employees and their family, routine (Basic) services as provided under the Great West Life Policy #44505, *or its equivalent up to a maximum of \$1,000 per year per covered person.*

Supplementary Health and Hospitalization – only the prescription drug plan will apply.

For the purposes of the Casual Benefit Plan, it is understood that the following articles do not apply to casual and seasonal employees:

20.2, 20.2 (a) (b) (c) (iii) 20.3 in its entirety, 20.4 in its entirety, 20.5 in its entirety, 20.7 (a) major treatment and \$3,000 maximum coverage does not apply, and 20.8.

Note: proposal at Article 31.2(a) clarifies that the percentage in lieu of benefits payment will not be paid to employees receiving these benefits.

General Intention:

To increase the minimum scheduling requirement for casual employees in certain circumstances.

AMEND: 31.1 (c)

Casuals, when scheduled to work on any day, shall not be scheduled for less than three (3) hours, except where the hours worked are for the purposes of

training, staff meetings, lunch relief or relief for the Manager or designate when performing business outside of the store, in which case, they shall not be scheduled for less than two (2) hours.

AMEND: 31.4 (b)

The Employer agrees to give consideration to the qualifications and ability of casuals for permanent full time vacancies at the entry level in their geographic area, subject to the provisions of Article 31.4 (c), provided that no permanent part time employees have applied. Where qualifications and ability are relatively equal, seniority shall be the determining factor.

ADD: New 31.4 (c) Casual Employees in Retail Stores

Casual employees in retail stores may apply to Permanent Vacancy Review postings in retail stores province wide.

General Intention:

To allow for requests for transfers for casual employees in retail stores as outlined below.

Employer Notice - Request for Transfers from Casual Employees in Retail Stores

Once per calendar year, a casual employee in Retail Stores will have the right to request a transfer to another location, province wide, with no loss of seniority or change in wage rate. Transfer requests will be considered by the Employer.

Upon transfer, the employee is ineligible for a subsequent voluntary transfer request for a period of two (2) years from the date of transfer.

The employee is responsible for all relocation expenses associated with the transfer and shall not receive any payment or reimbursement from the Employer in respect of same.

General Intention:

To relax the availability requirements for casual employees working in retail stores as per the Guidelines attached.

Employer Notice – Casual Availability

Please see the attached Guidelines "Retail Division Casual Employee Scheduling & Availability Guidelines" .

General Intention:

To adjust the PVR exclusions in determining PVR vacancies.

PVR

LOA - Permanent Vacancy Review (page 200)

AMEND provisions as follows:

(1) Retail - Permanent Part-Time

- (a) (i) All currently employed Permanent Part-Time employees who worked sixteen hundred (1600) hours or more in the previous calendar year, shall be offered Permanent Full-Time employment, by the end of February of the review year, within the geographic posting area in which they are currently employed, provided his/her most recent performance appraisal was rated at a level 3 or better and has a satisfactory attendance and discipline record
- (ii) Should a Permanent Part-Time employee not qualify to be offered Permanent Full-Time employment, he/she shall be considered as per these terms at subsequent annual reviews, via the Regional Local Labour Management Committee.
- (iii) Once a Permanent Part-Time employee has been offered Permanent Full-Time employment as per these terms, he/she shall have one (1) week to accept such offer and shall be appointed to Full-Time status within thirty (30) days

of acceptance of the Employer's offer. Failure to respond will be deemed as having not accepting the offer of full-time employment.

- (b) Notwithstanding the above, Permanent Part-Time employees who choose not to accept the offer of Permanent Full-Time employment shall have the right to continue as Permanent Part-Time employees and all rights currently applicable to these employees shall continue to apply.
- (c) It is understood that those positions vacated by Permanent Part-time employees accepting Permanent Full-Time employment shall not be posted. Further, the terms and conditions pertaining to Permanent Part-Time employees will cease to exist when the remaining Permanent Part-Time employees exit the organization.

(2) Permanent Full-Time Vacancies

Following the determination of the number of PPT employees to be offered Permanent Full-Time employment, casual hours of work and in addition in the case of logistics, seasonal hours of work, shall be reviewed during the annual review by the Local-Regional Labour Management Committee. The purpose of this review shall be to determine if Permanent Full-Time vacancies exist. Specifically, a casual employee's work and in addition in the case of logistics, seasonal hours of work, shall be reviewed where he/she works in excess of:

- (i) *1,600 hours or more in Warehousing;*
- (ii) *1,700 hours or more in Retail Stores;*
- (iii) *1,550 hours or more in Head Office*

in the previous calendar year.

(3) Exclusions

It is agreed that work resulting from the following shall be excluded from the review:

- (a) hours worked on Sunday
- (b) hours worked on a paid holiday as listed in Article 7.1
- (c) sickness and/or accident, not including LTIP

- (d) vacation and leaves of absence including jury duty, bereavement, Union business, etc.
- (e) temporary transfers/assignments
- (f) modified work programs
- (g) accommodation as required by legislation
- (h) overtime
- (i) hours worked on the night shift
- ~~(j) hours worked on a split shift with the least amount of hours worked on one day, or where 2 shifts are worked, and equal in the number of hours, the hours from one of the shifts shall be excluded~~

NEW

Work resulting for the reasons listed below shall not be considered exclusions for the purposes of determining whether a permanent full time vacancy exists:

- Special Event Coordinator absences
- Where the number of agency workers onsite equal or exceed the number of permanent full time absences on a regular shift defined in the Collective Agreement in a Logistics Facility

General Intention:

To increase the vacation reimbursement credit from two weeks to three weeks.

(4) Reimbursement

Following this review, there shall be a reimbursement of up to **one hundred twenty (120)** hours (where an employee works in a classification for which a 40 hour work week applies), **one hundred twelve and one-half (112.5)** hours (where an employee works in a classification for which a 37.5 hour work week applies) and **one hundred eight and three-quarters (108.75)** hours (where an employee works in a classification for which a 36.25 hour work week applies) for those hours that were excluded for vacation replacement. It is understood that to be reimbursed, said work must have been performed and excluded during the review.

(5) General

- (a) Should a casual employee, and in addition in the case of Logistics, seasonal employee, work in the same position and Department/Store as per the hours listed above for reasons other than those listed above, a vacancy shall be declared and posted in accordance with the provisions of the Collective Agreement provided it is not already posted and/or there are no displaced permanent employees in his/her work area.
- (b) It is agreed by the parties that said positions shall be filled no later than June 30th of the review year. For the purposes of this Article, "review year" shall mean the year in which the hours were worked.
 - (i) by February 1st of the review year, the parties will schedule meeting dates for each Regional-Local Labour Management Committee.
 - (ii) The Employer shall provide the Union with all information pertaining to the review to the Union 2 weeks prior to the annual PVR review meeting.

The Union agrees to withdraw the PVR policy grievance, OPSEU #.2007-0999-0014, GSB #2977-07.

POSTING OF FULL TIME POSITIONS

The Employer agrees to post 25 full time CSR jobs by September 1st of each year of the contract. It is understood that PVR postings in the following March will not be reduced by the amount of postings in September.

General Intention:

To provide benefit enhancements for permanent full time employees.

Benefits:

AMEND: Article 20.2 (c) (ii) (a) to include vaccinations and serums defined as follows: "Preventative vaccines for Hepatitis A and/or B, Influenza, Meningitis and Chicken Pox with a drug identification number (DIN), and allergy serums

prescribed by a physician and administered by a qualified health care practitioner will be reimbursed at 90% if they are not covered by a provincial health plan.

AMEND: Article 20.2 (c) (iii) (i) to include acupuncturist

AMEND: Article 20.2 (e) (ii) to provide for vision care to a maximum of two hundred and seventy five dollars (\$275) per insured person in any twenty-four month period

AMEND: Article 20.2 (e) (iii) to provide for hearing aid coverage to a maximum of two thousand five hundred dollars (\$2,500 [2 x \$1,250/ear]) in any thirty-six month (36) period.

AMEND: 20.7 (a) Add pit and fissure sealants for dependent children 6 to 18 years of age.

AMEND: Effective the first of the month following ratification of the collective agreement, the schedule of fees shall be based on the 2009 Ontario Dental Association Fee Schedule.

AMEND: Effective April 1, 2010 (for expenses incurred after that date), the schedule of fees shall be based on the 2010 Ontario Dental Association Fee Schedule.

Effective April 1, 2011 (for expenses incurred after that date), the schedule of fees shall be based on the 2011 Ontario Dental Association Fee Schedule.

Effective April 1, 2012 (for expenses incurred after that date), the schedule of fees shall be based on the 2012 Ontario Dental Association Fee Schedule.

Effective April 1, 2013 (for expenses incurred after that date), the schedule of fees shall be based on the 2013 Ontario Dental Association Fee Schedule.

NEW: ARTICLE 20.9 – PENSIONS

The parties agree to provide an information package regarding pension entitlements and OPT enrollment criteria in the new employee orientation package.

General Intention:

To expand access to casual employees to the Employee Assistance Program.

NEW: ARTICLE 20.10 – EMPLOYEE ASSISTANCE

- (a) It is recognized that the success of the Employee Assistance Program is enhanced by the cooperation and support of both the Employer and the Union. It is further agreed that substantial changes to the scope or framework of the Program shall only take place upon consultation between the parties.
- (b) Additionally, under the Employee Assistance Program, a Trauma Response Service will be made available to all LCBO employees who, in the course of their duties are subject to acts of violence. The Local Union President or Unit Steward as applicable, will be advised forthwith whenever the Trauma Response Team is activated.
- (c) Permanent full time, permanent part time, seasonal employees and casual employees who have successfully completed their probationary period.

OTHER:

RECOGNITION

- 1.4 (a) *The Employer agrees to recognize Union Representatives, which includes elected Local Union Presidents, Local Unit Stewards, Stewards, Officers of the Union's executive, OPSEU Staff Representatives assigned to the LBED and other Union members authorized to engage in official Union business, as designated by the Union.*
- (b) *The Union shall provide the Employer with an updated list annually of its Union Representatives, as defined in Article 1.4 (a). The Union shall notify the Employer of any revisions to this list, as they occur.*
- (c) *For purposes of lay-off only, up to forty (40) Local Presidents, unit stewards, and members of the Divisional Executive Committee shall hold top seniority in his/her Union Local, during their term of office,*

provided the Employer has work available which they are qualified to perform.

- 1.5 (a) A pool of nine hundred (900) days shall be established for the use of *Union Representatives as defined in Article 1.4 (a)* in each calendar year. At the written request of the Union of at least seven (7) 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 *Union* duties and such absences shall be charged against the established pool. If a *Union Representative* requires a *portion of a day to attend to their official Union duties*, 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.

It is understood that this clause also applies to the Negotiating Committee of the Union, which will be comprised of a maximum of five (5) employees, for the purpose of preparing for negotiations.

- 1.5 (b)(i) *The Employer shall also provide leave of absence without pay for Union Representatives as defined in Article 1.4 (a).*

(b)(ii) *During such leaves of absence the salary of the Union Representative, as defined in Article 1.4 (a), shall be maintained with the Union reimbursing the Employer for any salary and benefits paid for the employee.*

- 1.6 *The Local Union President or the Local Unit Steward, as applicable, shall be the official Union spokesperson for bargaining unit employees in the Employer's workplaces assigned to his/her respective Local.*

- 1.7 A Committee composed of six (6) *Union Representatives* and six (6) members for the Employer, the "*Provincial Labour Management Committee (PLMC)*" will meet ever three (3) months, or as required, to discuss issues arising out of this Agreement, or otherwise as mutually agreed upon.

- 1.8 *Upon notification to and with approval of the Employer, a Local Union President or his/her appointed alternate shall be entitled to be absent from work for the purpose of attending the funeral of a member of the Local that he/she represents without loss of regular pay, vacation credits or regular days off over and above the maximum allowed under Article 1.5.*

- 1.9 *The Employer agrees to recognize and deal with the Negotiating Committee of employees selected by the Union which may be assisted by assigned Union Staff for the purpose of negotiating a renewal of this Agreement in conformity with the provisions hereof.*
- 2.6 *The Employer agrees that Union Representatives, as defined in Article 1.4 (a) may visit the Employer's premises and confer with employees under proper authority of the Employer, which shall not be unreasonably withheld.*
- 3.7 The Union shall supply to the Employer a list containing the names of *Union Representatives, as defined in Article 1.4 (a)*, their store or department numbers and the numbers and locations of the stores or departments for which they are responsible. Changes to this list shall be in writing as they occur.

HUMAN RIGHTS AMENDMENTS

Proposal re 19.4, 45.4

Agree to replace the word "her" in Article 19.4 and 45.4 with "his or her". Also agree to replace "she" in Article 19.4 and 45.4 with "she or he".

Agree to replace "be paid at the step in the salary range that he or she had attained when the leave of absence was granted, or in the step in the salary range he or she would have attained had he or she worked throughout the leave, whichever is greater."

Proposal re 4-5.1 – Loss of Seasonal Status

Agree to replace:

"Where an absence resulting from a handicap as defined within the Ontario Human Rights Code, or pregnancy leave occurs on a day..." with:

"Where an absence resulting from pregnancy leave, parental leave, a handicap as defined within the Ontario Human Rights Code, or the accommodation of a religious observance pursuant to the Ontario Human Rights Code, occurs on a day...:

Amend Article 6.4 (a)(iii)

Days off for store employees will be on a rotational basis unless otherwise mutually agreed to in writing by the employee and his/her supervisor. However, the Employer agrees to provide for employees who work in stores other than those that observe a weekly closing day, fifteen (15) Saturdays off on a rotational basis as part of their regular days off each contract year. Days off for employees working a day shift in double shift stores will be on a rotational basis, Monday through Friday, unless otherwise mutually agreed to in writing by the employee and his/her supervisor. Saturday will normally be the day off for employees engaged on the second shift. The provision whereby fifteen (15) Saturdays off on a rotational basis each contract year will be exclusive of vacation periods, paid holidays and leaves-of-absence with pay as defined in this Agreement.

AMEND: Article 8.6 (c)

An employee who has completed twenty-five (25) or more years of service and is in at least his/her 65th year and who has advised the Employer in writing of his/her intention to retire during the calendar year shall be entitled to one (1) week pre-retirement leave during the twelve (12) month period immediately preceding the employee's retirement date. It is understood and agreed, however, that should the employee's retirement date coincide with the anniversary of his/her twenty fifth (25th) year of service he/she shall not be entitled to the five (5) days vacation credits provided for above and the maximum vacation entitlement under this subsection in any year shall be six (6) weeks.

SICKNESS AND INJURY LEAVE***AMEND: Article 12.4 as follows:***

After five (5) days absence caused by sickness or injury, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Employer certifying that the employee is unable to attend to his/her official duties due to sickness or injury and the anticipated date of return. Notwithstanding this provision, the Employer may require an employee to submit the certificate required hereunder in respect of a period of absence of less than five (5) days.

General Intention:

To increase days off for compassionate reasons.

AMEND selected Article 13 provisions as follows:

- 13.1 (a) The Employer may grant leave of absence with pay for not more than eight (8) days in any attendance year as defined in Article 9.1 to an employee upon any special or compassionate grounds and the period of the leave shall be charged against the attendance credits of the employee unless otherwise herein provided.
- (b) Up to four (4) days leave under Article 13.1(a) may be granted for the following reasons:
- (i) professional, legal and/or medical appointments that cannot be scheduled outside the employee's work hours;
 - (ii) parental and/or family related responsibilities.

General Intention:

To provide access to permanent full time employees to province wide postings for transfers, promotions and demotions.

POSTINGS

ADD: New Provision in Article 21 RETAIL STORES

Permanent full time employees in retail stores may apply to postings for retail stores within the Retail Division, for the purposes of transfer, promotion or demotion, on the following terms and conditions:

- The posting is not for a Permanent Vacancy Review position;
- The employee has a minimum of three (3) years permanent full time seniority to be considered for transfer requests;
- Upon transfer, the employee is ineligible to apply to or be considered for postings for the purposes of transfer for a period of two (2) years from the date of transfer;
- The employee is responsible for all relocation expenses associated with the transfer or demotion and shall not receive any payment or reimbursement from the Employer in respect of same, except where the employee has been promoted to a Manager position; and,

- For the purposes of transfer or promotion, the employee's performance is satisfactory as determined by the Employer, and the employee receives a recommendation from his/her Supervisor.

Where an employee is being considered for transfer, promotion or demotion to a posted vacancy, seniority will be the determining factor, provided the employee is qualified to perform the work.

Upon demotion, an employee will receive the wage rate closest to, but not greater than the employee's current wage rate for the position the employee has been demoted to.

For clarity, Article 21 does not, in any way, restrict management rights to transfer employees for operational reasons.

It is understood that for the purposes of layoff and identification of posting areas, the current Geographic Areas remain in existence.

The parties agree to delete the C & D Store Letter on Page 183 to reflect province wide postings.

Memorandum of Agreement re: Shift Rotation For Logistics Facilities (pg.218)

FOLD into collective agreement as new provision in Article 21, AMENDED as follows:

Shift Rotation for Logistics Employees

1. This agreement is applicable to permanent full time employees working in Durham, London, Toronto, Ottawa and Thunder Bay logistics facilities and replaces the provisions of Articles' 6.14 and 6.16 of the Collective Agreement for Logistics employees only. Preferred shifts will be fixed (non-rotational), on a semi-annual basis January 1st to June 30th and July 1st to December 31st.
2. For the purposes of this agreement Warehouse Worker 3 and Warehouse Worker 4 classifications will be one classification.

For departments outside of Warehouse Operations, specifically maintenance, Console and Vax Operators and Security:

The employees in these departments who were hired prior to January 1st, 2005 will be excluded from the terms of this agreement and will follow a regular shift rotation. Any employee hired into one of these departments after January 1st, 2005 will be subject to the terms of this agreement as detailed below.

3. The Employer shall determine the necessary shift requirements based upon operational needs, job function and required skills. Permanent full time employees will be assigned to regular shifts as defined in Article 6 on the following basis:
 - a) Qualified permanent full time employees will be solicited to identify their preferred shift first by seniority on a voluntary basis to fulfill the requirements in (3) above.
 - b) Failing sufficient volunteers, the employer will fill the remaining shift requirements – Casual employees starting with the junior most Casual. (Note: For the purposes of this clause Seasonal employees will be considered to be Casual employees.)
 - c) Where there are no qualified Casual Employees, the employer will fill the remaining shift requirements by assigning qualified permanent full time employees starting with the junior most permanent full time employee.
 - d) Where a permanent full time employee is not qualified to be assigned to the shift of his/her preference within his/her classification and junior qualified employees within the same aforementioned classification have been assigned to that shift, then such employee may request to be included in training initiatives undertaken by the employer at his/her Retail Service Centre, provided such training initiatives directly relate to the required qualifications for the shift of his/her preference. The employer will endeavour to provide the necessary training within six (6) months.
 - e) Where a permanent full time employee is not assigned to his/her shift of preference within his/her classification because there are no junior employees within the same aforementioned classification qualified to perform the work on the shift that she/he has been assigned to, the employer will endeavour to provide the necessary training to a junior employee within a six (6) month period.

NOTE:

Clause (d) above addresses the situation in which employees are not receiving their shift preference because they are not qualified to perform the work.

Clause (e) above addresses the situation in which employees are not being assigned to their shift preference because more junior employees are not qualified to perform the work on the shift they have been assigned to.

4. Employees requesting a change to their regular shift must forward their request in writing to their Manager on or before December 1st for the January 1st to June 30th period, or on or before May 1st for the July 1st to December 31st period.
5. It is understood that no PFT employees will be assigned to a shift other than day shift while a casual is scheduled to the same job task on the day shift.
6. All disputes under this Agreement will first be referred to the Local Labour Management Committee for resolution. Failing resolution, the affected employee(s) may file a grievance at Stage 2 of the grievance procedure.

General Intention:

To enhance safety footwear allowances as specified below.

SAFETY FOOTWEAR

AMEND: Article 22.3 (b) (i) Upon proof of purchase, the Employer shall subsidize the cost of safety footwear for those employees identified in (a) above, to a maximum of one hundred fifty dollars (\$150.00) once every twelve (12) month period.

(ii) In the event that earlier replacement of safety footwear is required as the result of wear, such footwear shall be surrendered to the Employer and shall be replaced upon the recommendation of the employee's immediate supervisor. Said replacement shall not exceed one hundred fifty dollars (\$150.00).

Apply the increase in reimbursement from \$125 to \$150 for casual and seasonal employees.

General Intention:

To clarify the composition and function of the Provincial Health & Safety Committee.

PROVINCIAL HEALTH & SAFETY COMMITTEE

Delete current content of Article 32 and replace with the following:

The Employer shall continue to make every reasonable provision for the health and safety of its employees, under the terms of the *Occupational Health and Safety Act (OHS)*, during the hours of their employment. It is agreed that the Employer and Union shall cooperate to the fullest extent possible in the prevention of accidents and in the promotion of health and safety of LCBO employees.

Composition and Entitlements

The PHSC shall be composed of three (3) "Union representatives" selected by the Union, and three (3) "Employer representatives," selected by the Employer. It is understood that "Union representatives" means bargaining unit employees of the LCBO. Provided there is at least thirty (30) calendar days notice in advance of the meeting, either party may invite one (1) person to attend meetings to provide expertise and/or advice to the committee on safety issues that are being dealt with by the PHSC.

The PHSC shall meet once every three (3) months, or as required.

Upon notification to and with the approval of the Employer the OPSEU LBED members of the Provincial Health & Safety Committee (PHSC) shall be entitled to be absent from work for the purpose of attending meetings of the PHSC without loss of regular pay, vacation credits or regular days off over and above the maximum allowed under Article 1,5(a). For greater clarity, all time spent by Permanent full time employees at PHSC meetings, including travel and caucus time on the day of the meeting, shall be paid for by the Employer without loss of pay or credits, to a maximum of a regular day of work for each representative, for each meeting they attend with the Employer representatives of the PHSC, provided no overtime is incurred (that day or week) as a result. For casual, PPT and seasonal employees, they shall be compensated as per the terms of Article 1.5 (c), with the exception being the "pool" will not be charged

All time lost, other than specified in the paragraph above, spent by the PHSC committee members to attend to PHSC business shall be charged to the Pool of 800 days identified in Article 1.5(a) or shall be invoiced directly to the Liquor Board Employees Division of OPSEU as per the terms of Article 1.5(b) of the Collective Agreement.

The Employer will provide Certification Training for the current Union members of the PHSC. Members of the PHSC will not be recognized as "workplace designated certified members" as per the *OHSA*, as they do not represent a specific workplace by serving as a member of the PHSC. In the event there is a change in the composition of the Union representatives on the PHSC, the Employer agrees to provide Certification training for new Union representatives, provided that the total number of Union representatives that are provided Certification Training does not exceed three (3) in any given calendar year.

Functions

The PHSC shall have the authority to make recommendations to the Employer to correct any condition deemed to be unsafe to the wellbeing of all employees.

Monthly workplace inspections, attendance at work refusals, meeting with Ministry of Labour Inspectors during worksite visits, and conducting accident investigations shall be the sole responsibility of the local workplace parties as defined under the *OHSA*.

The Employer will withdraw the notice on Page 15 of the Employer Proposal, E-3 "The LCBO notifies the Union that wash up time in Logistics Facilities will no longer be practised".

- The practices of a 10 minute wash up time and 5 minute extension to the lunch period, shall be replaced by the reintroduction of a second 15 minute break, to be scheduled at the end of a shift.

(Amend Collective Agreement accordingly)

AMEND Seasonal Appendix to include:

Salary increases will be dependent upon satisfactory performance and recommendation from supervisor.

The Employer agrees to drop the following notice:

The LCBO notifies the Union that there is no contractual right for seasonal employees to have break and lunch periods. The Employer will cease its practice of paying seasonal employees for break periods.

ADD:

There shall be one fifteen (15) minute paid rest period during each four (4) consecutive hours worked.

A seasonal employee who works in excess of five (5) regular hours shall receive one half hour off without pay for a meal period.

Memorandum of Agreement

Between

The Liquor Control Board of Ontario
herein after referred to as "the Employer"

and

The Ontario Liquor Boards Employees' Union
herein after referred to as "the Union"

Re: Overtime Equalization For Logistics Facilities

This proposal is applicable to permanent full time employees working in Durham, London, Toronto, Ottawa and Thunder Bay logistics facilities only and is intended to replace Article 6.6(b) of the Collective Agreement for Logistics employees only.

Overtime will be distributed under the terms of this agreement to permanent full time employees by the classification that normally performs the work, except for Warehouse Worker 3 and Warehouse Worker 4 classifications which will be deemed to be one classification for the purpose of overtime distribution.

1. Overtime hours shall be calculated using a multiplier rate equal to that for which the Employee would be paid for the hours offered or worked. This would be applicable to all lists.

2. Where there is a requirement for overtime, work shall be offered on a voluntary basis in the following manner and sequence.
 - a) Overtime shall be offered first to permanent full time employees with the least number of accumulated overtime hours in the department, at work, by shift, by the classification that normally performs the work for which such overtime is required based on the employer's most recent list.
 - b) Where sufficient full time personnel do not volunteer, such overtime will be offered to seasonal employees in accordance with Appendix 4 Section 2 of the Collective Agreement.
 - c) Where sufficient Seasonal personnel do not volunteer such overtime will be offered to Casual employees in order of seniority in the department, at work, by shift, by the classification that normally performs the work for which such overtime is required.
 - d) Failing sufficient volunteers, overtime shall be assigned to the least senior qualified employee beginning with Casual employees, then Seasonal employees and then permanent full time employees.
- **Note:** For the purposes of this clause, the most recent list shall mean the employer's daily adjusted list and not the weekly posted list.
- **Note:** Where there are more employees with the same number of accumulated overtime hours than are required, such overtime will be allocated in order of seniority.
3. The Employer shall maintain a daily Overtime List of all hours worked and offered, by shift.

A separate and similar list by shift (Accommodation List) will be maintained for all employees unable to perform the majority of the duties, based on information within the Employers possession, and whose abilities restrict an employee to tasks that are limited in availability.

Overtime for these employees will be distributed and subjected to the same rules listed under the heading of "Tracking and Administration" detailed below in this Memorandum of Agreement.

Similar to the rules stated below under the title of "Shift Changes", if an employee moves from the "Accommodation List" to the "Overtime List" or from the "Overtime List" to the "Accommodation List" then the employee's accumulated total hours on the list he/she is departing from will be deleted and his/her total hours on the list he/she is moving to will be reflected as one hour greater than the employee currently on that list with the greatest total hours. This "total hours plus one" shall be calculated using the daily list summary for the day the transition occurs.

A weekly summary of all Lists will be posted in each department, by shift, not later than 4 p.m. on the first working day of the new work week. Such lists shall contain the following:

- a) all hours worked and offered for the previous week;
- b) the total accumulated hours worked and offered to date;
- c) all hours declined and the reasons that they were declined.

A copy shall also be provided to the local Union Representative.

4. Separate lists shall be maintained for weekend and statutory holiday solicitation.

NOTE: Item 4 above will not apply to employees working in Maintenance, Controls and Security, who were hired prior to January 1, 2005.

Weekend and Statutory Holiday Solicitation

Overtime that has a starting time between 12:01 a.m. Saturday and 11:59 p.m. Sunday will be offered first to permanent full time employees with the least number of accumulated hours, based on the weekend and statutory holiday solicitation list, in the department, by the classification that normally performs the work. It is understood that the employee with the least number of hours shall be solicited from amongst all shifts for that classification.

Where the solicitation of overtime, as defined above, commences with less than 2 calendar days, of the starting time of said overtime, management will solicit permanent full time employees not on shift by phone.

Employees have 10 calendar days to raise queries regarding the accuracy of the posted list except where an employee has been absent and in such cases must be made within 10 calendar days following his/her return to work. Failing the submission of any queries, the employer's record shall be deemed to be accurate.

Tracking and Administration

Overtime hours will be charged to employees where:

- a) hours are offered and refused;
- b) they are absent due to any reason including vacation

For the purposes of this agreement, vacation days shall be considered to fall between Monday and Friday. Employees who are on vacation shall be eligible to work on any Saturday or Sunday immediately prior to, during, or following their vacation period, provided they sign a form indicating their availability for such overtime prior to the commencement of their vacation.

- c) hours that are offered and accepted by an employee who subsequently does not work for any reason

Where it is necessary to call in employees who are not at work because it is not their regular shift, then, in the event an employee's availability cannot be confirmed at the time of offer, the employee will be charged, and the next employee on the list will be offered the work.

Overtime hours shall be reconciled and turned back to "zero" (0) January 1 and July 1 of each year. Where all employees in a classification have "zero" accumulated overtime hours, overtime will be offered in order of seniority.

Employees who are assigned to a different classification within a department (eg: promotion, transfer, demotion, etc.) shall have their hours adjusted to be one hour greater than the hours of the employee with the most hours in that different classification.

Shift Changes:

- a) Employees who request assignment to a different shift, and maintain their classification shall also have their hours adjusted to be one hour greater than the hours of the employee with the most hours for that classification, on that shift in the same department. The most hours plus one shall be calculated using the daily list.
- b) Where an employee's shift is changed by management, due to operational requirements, the Employee's overtime hours shall be reconciled at the time of the shift change and their hours for the new shift adjusted to be one hour greater than the hours of the employee with the most hours for that classification, on that shift in the same department.

Reviews of equalization records shall be held between local Union and Management on a quarterly basis.

The LCBO will equalize overtime to a maximum difference of 15 hours among those employees within a department, classification and shift, as defined in Appendix A.

Equalization will be determined by comparing the overtime hours of an employee with the overtime hours of that employee in the same department, classification and shift who has the greatest number of overtime hours.

Where the difference between their overtime hours exceeds 15 then the amount by which their difference exceeds 15 will be all that is paid to the employee being equalized.

Employee	Total hours worked or offered
John Smith	300
Tina Jones	275
Difference	<hr/> 25 - 15 <hr/> 10

Overtime equalization records shall be reconciled January 1 and July 1 of each year. The weekend and statutory holiday solicitation list shall be reconciled at the same time but independently of the Weekday Overtime and Accommodation Lists. Any equalization adjustments shall be paid to Employees at their regular hourly rate in effect June 30th and December 31st of the equalization period. These adjustments shall be paid in the pay period closest to the first of the month following reconciliation.

Overtime hours will not be offered to an employee where such hours will result in the employee working more than two (2) full shifts in any 24 hour period. To clarify, each employee must have a minimum of 1 shift off, (not working), in any 24 hour period. Accordingly, the employee will not be charged.

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 **renewal** of this agreement, to review this Memorandum of Agreement and make any changes that the parties agree to be necessary.

Note: This Agreement originally came into effect February 1, 2005.

Dated this 29th day of December, 2004.

John Coones

Bruce Pizzolato

A. R. Kemp

For the Union

For the Employer

Renewed July 27, 2005

Letters of Agreement, Memorandums and Appendices:

Appendix 1 - Listing of Excluded Positions

Appendix 2 - Memorandum of Agreement – Mediation-Arbitration Process as specified below.

Appendix 3 - Memorandum of Agreement – Labour/Management Committees

Appendix 4 - Applicable to Seasonal Employees (LCBO Logistics Facilities) with amendments specified below and further amendments to follow.

MOA 1 - Memorandum of Agreement – Allocation of Additional Hours

MOA 2 - Memorandum of Agreement – C/D Store Manager Geographic Posting Area - Delete

Letters of Agreement:

Letter 1 - Enhanced Severance - Privatization - Permanent Employees

Letter 2 - Enhanced Severance - Privatization - Casual Employees

Letter 3 - Fixed Term Help

Letter 4 - Kilometre Rates

Letter 5 - Leave of Absence for Union Business on a Full-Time Basis

Letter 6 - Employee Assistance Program ***(Delete and replace with new 20.10)***

Letter 7 - French Language Services

Letter 8 - Rest Period - Head Office and Warehouse Offices

Letter 9 - Permanent Vacancy Review (subject to outstanding proposals)

Letter 10 - On-Call Policy

Letter 11 - Employment Equity

Letter 12 - Store Maintenance Duties

Letter 13 - Sunday Openings

Letter 14 - Permanent Employees Transferred from Department 739

Letter 15 - Seasonal Employees

Letter 16 - Agency Stores

Letter 17 – Contracting Out

Letter 18 - Allocation of Overtime Hours in the Retail Stores and Depots

Letter 19 - Logistics Call In Protocol

Letter 20 - Shift Rotation For Logistics Facilities

Letter 21 - Overtime Equalization For Logistics Facilities

Letter 22 - Applicability of Overtime & Shift Rotation in Logistics Facilities

Notices:

Unless otherwise specified, all notices continue to remain in effect.

The Employer agrees to withdraw the following notices:

The LCBO advises the Union that it will be adhering to the time limits set out in Article 1 with respect to requests for union time off and that failure to adhere to those time limits, in the absence of reasonable explanation will result in the time off request being denied by the Employer.

The LCBO notifies the Union that the practice of automatic progression will be discontinued at the logistics facilities.

The LCBO notifies the Union that it will be adhering to the time limits set out in Article 27 of the Collective Agreement and will be treating any grievance that is not processed in accordance with those time limits as being withdrawn in accordance with Article 27.12 in the absence of the Employer's consent to extend the time limits.

The LCBO notifies the Union that effective the date of ratification, the Employer will discontinue the practice of providing general increases to employees previously employed in the Bookkeeper classification, and who are now performing Liquor Store Clerk Grade 3 duties.

HSKP:

Contact Centre

Hours of Work (Monday through Saturday, inclusive)

SHIFTS: Permanent full time employees at the Contact Centre shall normally work forty (40) hours per week and eight (8) hours per day and shall be scheduled as follows:

*Day Shift: (1 hour unpaid lunch) Between 7:30 a.m. and 11:30 a.m. to between 4:30 p.m. and 8:30 p.m.

*Afternoon Shift (1/2 hour unpaid lunch) Between 12:00 p.m. and 3:00 p.m. to between 8:30 p.m. and 11:30 p.m.

The scheduling of hours of work on a Sunday shall be in accordance with the Letter of Agreement – Sunday Openings, provided they are qualified.

*Clarification: start and finishing times will be in thirty (30) minute increments.

Salary and Classification Schedule

Insert new class code for the Clerk 4 at forty (40) hours per week for the Contact Centre.

Insert new class code (042) for Clerk 3 at the GTA Service Centre.

For inclusion in the Memorandum of Agreement and not the Collective Agreement that the cost of printing the collective agreements will be equally shared by the parties.

For inclusion in the Memorandum of Agreement and not the Collective Agreement:

Relationship Building

The parties agree to facilitate relationship building initiatives via the Provincial Labour Management Committee.

For inclusion in the Memorandum of Agreement and not in the Collective Agreement.

Pay Equity

The Employer will ensure it is pay equity compliant.

For inclusion in the Memorandum of Agreement and not the Collective Agreement

Bullying

The parties agree that bullying is an important issue and agree to jointly take the necessary steps to ensure compliance with applicable legislation.

For inclusion in the Collective Agreement as a Letter of Understanding.

Bargaining Unit Work

This letter shall serve to confirm that it is not the practice or the intention of Management to perform work that is typically performed by bargaining unit employees to avoid the scheduling of that work to bargaining unit employees.

However, management reserves the right to perform such work as it deems necessary in the interest of customer service, operational efficiency, safety, emergency or other bona fide reasons.

For inclusion in the Memorandum of Agreement and not in the Collective Agreement.

Job Assignment in Logistics Facilities

The parties agree to endeavour to implement a practice of job assignment for all warehouse workers in the London, Ottawa and Toronto warehouses through the Local Labour Management Committees that is based on the framework and practices currently in place at the Durham Warehouse. It is agreed to put this item on the agenda of the Local Labour Management Committees within six (6) months.

The Union agrees to withdraw the bad faith bargaining charge at the Ontario Labour Relations Board.

Pursuant to progress in negotiations, the parties hereby agree to the following modifications to the collective agreement expiring March 31, 2009:

- (1) Art. 3.4(a) REPLACE “sex” with “gender”
- (2) Art. 7.1 ADD “Family Day” to list of Holidays
- (3) Art. 20.2(c)(i) DELETE “retarded” in two locations
- (4) Art. 20.2(e)(ii) DELETE “for those medically unable to wear glasses”
- (5) Art. 31.5(a)(ii) REPLACE “51, 52” with “50, 51”
- (6) App. 2-3(A) ADD “except on agreement of the parties”
- (7) App. 4-14.1 ADD “Article 13.1” to list
- (8) Art. 1.5(a) REPLACE “fourteen (14) days” with “seven (7) days”

Signed at Toronto, Ontario this 8th. day of June, 2009. [Original signed by:]

For the Union:

V. Klumper

Denise Davis

Robert Field

For the Employer:

W. Zachar

Lauri Green

Len Morashita

Pamela LeMaistre

Bruce Pizzolato

Myron Tymochko

P. Davis

ARTICLE 17 – Bereavement Leave

- 17.1 (a)** An employee shall be allowed four (4) consecutive days of leave of absence with pay, inclusive of the day of the funeral in the event of the death of **an employee's** mother, father, step-mother, step-father, son, daughter, step-son, step-daughter, spouse and such leave shall not be charged against attendance credits.
- (b)** In the event the funeral proceedings are not concluded within the four (4) consecutive days of leave of absence with pay, as specified in Article **17.1(a)** above, the employee shall be allowed to use the fourth (4th) day of leave of absence with pay on a later date that is not consecutive to the third (3rd) day of leave of absence to address outstanding matters concerning the funeral proceedings, including **interment**. In such event, the fourth (4th) day of leave of absence with pay must be used within six (6) calendar months of the date of death.
- 17.2 (a)** An employee shall be allowed three (3) consecutive days of leave of absence with pay, inclusive of the day of the funeral in the event of the death of an employee's mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, great-grandparents, spouse's great-grandparents, grandchild, ward or guardian and such leave shall not be charged against attendance credits.
- (b)** In the event the funeral proceedings are not concluded within the three (3) consecutive days of leave of absence with pay, as specified in Article **17.2(a)** above, the employee shall be allowed to use the third(3rd) day of leave of absence with pay on a later date that is not consecutive to the second (2nd) day of leave of absence to address outstanding matters concerning the funeral proceedings, including **interment**. In such event, the third (3rd) day of leave of absence with pay must be used within six (6) calendar months of the date of death.

ALSO: parallel changes in Article 44 and 31.9

AGREED: June 10/09 [Original signed by:]

For the Union:

Vanda Klumper

Denise Davis

Robert Field

For the Employer:

W. Zachar

P. Davis

Len Morashita