



Monday, May 27, 2013

QUESTIONS AND ANSWERS ABOUT THE **LBED Tentative Agreement**

→ **What does it mean “an employee actively at work” will be eligible for the lump sum payment?**

All employees who are actively at work or on an approved leave of absence are eligible to receive the lump sum payment.

→ **The bargaining campaign focussed on improvements for casual/part-time workers, yet there are very few improvements in this area. How did this happen?**

The employer brought forward a very extensive list of concessions including a four-year contract with no increases and wage progression freeze. The bargaining team fought very hard to keep all the current provisions intact. The changes the employer was proposing impacted everyone.

We bargained the best contract possible under the circumstances. We believe this contract has something for everyone, including wage compensation and the creation of 200 full time jobs during the collective agreement.

→ **Why do we still have two-hour shifts when the minimum allowed under the Employment Standards Act is three?**

LCBO employees (Crown employees) are exempt from Employment Standards Act Part VII – Hours of Work and Eating Periods.

→ **Why are the lump sum payments different for full-time and part-time employees when we are arguing for equal pay for equal work?**

We are continuing to argue equal work for equal pay. As a result OPSEU has filed a discrimination complaint at the Ontario Human Rights Tribunal based on gender. OPSEU will continue with this challenge. However, when it comes to lump sum payments the standard practice is that any classification other than full-time receives a percentage of the amount provided for full-time employees or a pro-rated amount based on hours.

→ What changes were been made to Article 26 Discipline?

The language on Article 26 remains unchanged.

The employer proposal was to amend Article 26 as it appears in Page 4 of the Memorandum of Agreement (MOA). However, the union provided the employer with a clarification letter regarding the union's interpretation of Article 26, as follows: The employer can approach an employee and indicate that they want to meet, that the said meeting may result in discipline and that they are entitled to union representation. The union further took the position that as a result of this clarification NOIDS may no longer be required.

→ When do we the new provisions come into effect?

All provisions of the new collective agreement (unless otherwise specified) come into effect on the date of ratification. This is covered under point (5) of the Memorandum of Agreement.

To further clarify:

Lump Sum payments	Paid out upon ratification and will be included with regular earnings (no separate cheques will be issued)
General wage increases, Year 3 and 4	April 1, 2015 and April 1, 2016
Language changes (unless specified)	Come into effect on date of ratification
Discontinuation of ties and cross over ties	30 days from date of ratification
NEW: Clerk night shifts	Shall be posted 30 days from ratification
Seasonal employees' clothing allowance	A lump sum payment of \$200 shall be paid September 1, 2013 and the first the month of September annually thereafter.

This Q&A is
authorized for
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