

## Employer's Opening Proposal

For

Amendment of the Collective Agreement (Expiring March 31, 2009)

Between:

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

-and-

OPSEU- Liquor Board Employees Division (The "Union"/"OPSEU")

Enclosed are initial proposals by the LCBO, for discussion purposes that contain suggested amendments to the Collective Agreement between the LCBO and the Union (collectively the "Parties") currently in effect, April 1, 2005 to March 31, 2009 (the "Collective Agreement"). Further details will follow.

The enclosed amendments are submitted without prejudice and with the understanding that the LCBO may, at its sole discretion, submit new amendments, or make changes in submitted amendments, if, in the sole opinion of the LCBO, it is necessary and/or in response to the Union's proposals.

All references to employees, classifications and positions mean bargaining unit employees, classifications and positions.

Unless otherwise specified within the provisions of the Collective Agreement, or Letters of Agreement, Memorandum of Agreement or Appendices, or agreed to by the Parties, all Articles, Letters of Agreement, Memorandum of Agreement, and appendices, continue to remain in effect.

It is further understood that any agreement between the Parties is subject to ratification by the LCBO Board, and provincial government approval through Order-In-Council.

## *Proposals*

### *Article 1 Recognition*

#### *General Intention*

Reduce the amount of disruption caused by short notice for requests for leaves of absence for union reps to attend to their official duties.

Amend Article 1.5 to reflect a requirement of 21 calendar days advance notice for requests for time off and/or leaves of absence for employees who are Union reps to attend to their official duties.

### *Article 6 Hours of Work and Overtime*

#### *General Intention (Logistics)*

Change the work week to Monday to Saturday at Logistics Facilities, Private Stock and Logistics warehouse offices to enhance operational efficiency.

Provide for flexibility in start and end times of shifts to enhance operational efficiency.

Address the issue of rest periods for Logistics employees.

Reduce the amount of advance notice for the posting of schedules in Logistics facilities for more effective scheduling.

Reduce the cost associated with overtime payments.

Modify the language regarding night shift in the interest of operational efficiency.

**General Intention (Retail Stores)**

Provide for additional shifts for Retail store employees to enhance excellence in customer service.

Reduce the number of Saturdays off for Retail store employees to enhance operational efficiency.

***Where applicable, apply the same principles to casual, seasonal and part time employees.***

***Article 7  
Paid Holidays***

**General Intention**

Provide floater days in place of Easter Monday, Civic Holiday and Remembrance Day to contribute to operational efficiency.

Modify the language to reflect when work on a paid holiday is payable.

***Article 8  
Vacation and Vacation Credits***

**General Intention (Logistics Division)**

Modify vacation credit entitlement for 'Logistics employees to facilitate improved attendance.

***Where applicable, apply the same principles to seasonal employees.***

**Article 9**  
**Attendance Credits**

**General Intention**

Modify the language to facilitate improved attendance.

**General Intention (Logistics Division)**

Modify attendance credit entitlement for \*Logistics employees to facilitate improved attendance.

***Where applicable, apply the same principles to seasonal employees.***

**Article 10**  
**Attendance Bonus**

**General Intention**

Revisit the terms applicable to the payment of attendance bonus.

**Article 12**  
**Sickness and Injury Leave**

**General Intention**

Expedite the process of independent medical examinations

**General Intention (Logistics Division)**

Employees in \*Logistics facilities can apply to use vacation credits to supplement sick leave. Allowing the use of credits is to be decided by logistics management.

***Where applicable, apply the same principles to casual, seasonal and part-time employees.***

***Article 20***  
***Employees Group Insurance and Medical Benefits Plans***

***General Intention***

Introduce language to reduce the rate of increase in costs.

Remove any language regarding a Joint Benefits Review Committee as its stated purpose is not attainable.

***Where applicable, apply the same principles to seasonal and part-time employees***

***Article 21***  
***Assignments and Job Postings***

***General Intention***

Amend to enable promotion on merit.

***General Intention (Retail Division)***

Remove the restriction to transfer the A Assistant Manager to C Store Manager positions and vice-versa.

Refer to the Salary and Classification Schedule regarding the Assistant Manager classification.

***Article 26***  
***Employee Files and Discipline***

***General Intention***

Institute an automatic discharge penalty for certain offences.

Amend the language to enable management to address performance issues expeditiously.

***Article 31  
Casuals***

***General Intention***

Amend Article 31.4(b) to enable promotion on merit

Amend to enable an hourly-based seniority system for scheduling purposes.

Refer to the "Notices" section regarding the *Sin* arbitration decision and entry level positions.

***General Intention (Logistics Division)***

Post the schedule one week in advance at Logistics facilities

Reduce the costs associated with overtime.

***Article 49  
Technological Change***

***General Intention***

Delete this article in its entirety.

***Article 52  
Term of Agreement***

***General Intention***

Five-year agreement to March 31, 2014.

## **Salary and Classification Schedule**

### **General Intention**

Create a new classification "Warehouse Worker" which will be comprised of the Warehouse Worker 3 and Warehouse Worker 4 positions.

Create new class codes for Warehouse Clerks at (37.5) hours and put in the same series as the Warehouse Worker.

Create a new classification "Assistant Manager" and delete "A Store Assistant" and "B Store Assistant" classifications.

Casual Salary Schedule – modify the language on Page 132 to reflect the exceptions on Page 131.

## Letters of Agreement

Enhanced Severance –Privatization – Permanent Employees –delete.

Enhanced Severance – Privatization – Casual Employees – delete.

PVR – Amend to include only the accumulation of hours worked where the hours worked match the permanent full-time conditions of work.

Specifically:

- Only shifts that match a regular working period (normal work day) e.g. 8 hour shifts for retail ) for a permanent full time vacancy shall be included as this is a better match of the requirements of a permanent full time vacancy.
- Hours worked on Saturdays in Logistics and Head Office will not be included since Saturday is not a regular day of work for permanent full time employees working in Logistics and/or Head Office, unless otherwise specified.
- Except for the above, reviews will be limited to five days in a calendar week as this is a better match of the requirements of a permanent full time vacancy.

Refer to "Clarification" section on page 11 of this proposal for clarification of deductions.

Agency Stores – delete.

Fixed Term Help – Amend to include expanded timeframe for Logistics Facilities.

Logistics Call In Protocol – Amend to reflect changes for employees who accept call ins and subsequently decline.

Shift Rotation for Logistics Facilities – amend to include the nightshift referenced under Article 6.16.



## *Seasonal Appendix*

### *General Intention*

In addition to previously mentioned amendments, provide for increases to be contingent on satisfactory performance and recommendation from supervisor.

## Housekeeping

Replace SIN with Employee Number in Article 3.4.

Clarify the language "salary cycle" to mean during the life of the Collective Agreement.

Insert the applicable language from the Contact Centre Agreement.

Articles 6.1 (a)(i) and 6.6 (a) should be modified to be consistent with Article 6.2(c). Specifically, define regular working period and normal work day as defined in Article 6.2(c).

Amend Article 31.5 (a) (ii) to read Articles 50 and 51 not 51 and 52.

Modify the language in Article 8 for employees in their 25th year of service and 65th year of age to address the legislated end of mandatory retirement at age 65.

Delete the redundant language in Article 20 about contact lenses for those medically unable to wear glasses.

Create new class codes for Clerk 3 and Clerk 4 at forty (40) hours a week for the Contact Centre.

Contracting Out Letter – Delete as it expires at the end of the current Collective Agreement.

Article 29 –delete as it is redundant.

Leave of Absence for Union Business on a Full-Time Basis – delete as it is redundant.

Institute a process for agreed upon amendments to Geographic Posting Areas to be done by Local Labour Management Committees.

**Clarification**

The LCBO clarifies that vacation for casual employees is defined as “weeks” and not days.

PVR exclusions include the following deductions:

- Sickness and/or accident – includes LTIP
- Temporary Transfers/Assignments –includes training, tastings, meetings ("board business").

## Notices

In accordance with the *Sin* decision issued by Arbitrator Dissanayake in interpreting article 31.4 (b), the LCBO will no longer apply Article 31.4(b) to positions above entry level retail, head office and warehouse positions.

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, effective the date of ratification, all union time off requests will be administered locally.

The LCBO notifies the Union that eligible employees may request a day off, as per the terms of Article 13, subject to employer approval, in cases of inclement weather.

The LCBO notifies the Union that eligible employees, when applying for requests for time off to observe religious holidays, may request to use a maximum of two attendance credits.

The LCBO notifies the Union that wash up time in Logistics Facilities will no longer be practiced.

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.

The LCBO notifies the Union that employees hired on or after April 1, 2009 in Logistics Facilities shall be required to supply and maintain their own tools that are required to perform the job for which they were hired.

The LCBO notifies the Union that all prospective new employees working in retail stores, depots or warehouses will be required, as a condition of employment to purchase, wear and maintain CSA approved safety footwear.

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 27.1 2, in the absence of the Employer's consent to extend the time limits.

The LCBO notifies the Union that it will argue undue delay for all grievances filed with the GSB prior to 2008, in the event that such grievances get scheduled for mediation or arbitration.

The LCBO notifies the Union that it will discontinue the practice of paying overtime rates when an employee is not working in excess of a regular working period (normal work day).

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.

The LCBO notifies the Union that all monetary changes shall be considered gross, less applicable statutory deductions, unless specified otherwise.

The LCBO notifies the Union that while currently there are no plans to layoff, in the event it is necessary during the length of the agreement, the LCBO reserves it's right to administer layoffs of less than 90 days