

Memorandum of Settlement
Between the Liquor Control Board of Ontario (LCBO)
and
Ontario Public Service Employees Union
on behalf of its
Liquor Board Employees Division (LBED)

1. The parties hereto agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties agree to recommend complete acceptance of all the terms of this memorandum, except 4(a), to their respective principals.
3. The parties agree that the term of the collective agreement shall be from **April 1, 2017** to **March 31, 2021**.
4. The parties further agree that the collective agreement shall incorporate all the terms of the previous collective agreement which expired on **March 31, 2017**, together with the following amendments:
 - (a) All matters settled and agreed to by the parties for the purposes of implementing changes to the collective agreement as directed by Arbitrator William Kaplan and attached hereto as **Appendix A**. Changes laid out in Appendix A constitute all amendments for the basis of starting language for agreed changes in Appendix B and Appendix C
 - (b) All matters settled and agreed to by the parties prior to the date of this memorandum of settlement and attached hereto as **Appendix B**.
 - (c) All matters settled and agreed to by the parties in the last day of bargaining as **Appendix C**.
5. The parties further agree that the amendments to the collective agreement shall be effective on the date of ratification **by the Union** except as provided otherwise in these terms of settlement. Wage increases shall be retroactive to **April 1, 2017**. **For the purpose of clarity, unless otherwise agreed to in this Memorandum, wage rates shall be rounded to two decimals.**
6. **The Parties agree that before the renewed Collective Agreement becomes effective the Government of Ontario must provide its approval for same through an Order in Council.**



7. The Parties agree that some of the language agreed to will require a "parallel" change elsewhere in the Collective Agreement.

8. Monetary

Year 1 1.0% April 1, 2017
 0.5% October 1, 2017

Year 2 1.0% April 1, 2018
 1.0% October 1, 2018

Year 3 1.0% April 1, 2019
 1.0% October 1, 2019

Year 4 1.0% April 1, 2020
 1.0% October 1, 2020

Special Cases: Wages

Product Consultant: increase bottom step from \$25.03 to \$25.53, removes steps 2 and 3 making \$27.53 the second step on the Product Consultant grid.

Warehouse Worker 4

NOTE: The final wage step shall apply to positions located at Durham, Toronto, Ottawa, Thunder Bay and London Warehouse. Qualified personnel shall progress to this step after completion of one year at previous step if so recommended by supervisor.

9. Retroactive pay adjustments shall be paid no later than 60 days from the date of ratification by both parties. For the purposes of Post and Fill, the implementation date is January 1, 2017.

10. The following Grievances and OLRB application will be withdrawn:

(a) PVR

- PVR 2014-0999-0148
- PVR - Holmes/Central 2015-0999-0033
- PVR - Holmes/Eastern 2015-0999-0035
- PVR - Holmes/HO 2015-0999-0036
- PVR - Holmes/Northern 2015-0999-0034
- PVR - Holmes/Western 2015-0999-0037

(b) 200 Jobs

- 50 Jobs 2014-0999-0065

(c) Post & Fill

- Davis, Denise 2015-0727-0011
- Posting 2016-0999-0037

(d) Grievance Process

- Scheduling 2016-0999-0038

(e) Employer Grievance (subject to meeting within 30 days to discuss agreement on repayment plan)

- Union Time Off - Invoices 2014-0999-0151

(f) Agency Worker

- BU Work 2013-0499-0021

(g) ULP (any discipline around Sunday and forced availability is removed from the respective employee's file).

11. The Employer will hire 25 new casual Logistic Employees.

12. The parties agree to meet within **60 days from ratification** for the purpose of proofreading a draft revised Collective Agreement incorporating the terms of this Memorandum. The Union will produce the initial draft. The parties will meet within **90 days** to sign the final agreement.

Signed at Toronto this 26th day of June, 2017.

For the Union:

Denise Davis
Chocford
Hanratty
[Signature]
Wash [Signature]
[Signature]

For the Employer:

[Signature]
[Signature]
R. Redwood
[Signature]
[Signature]

[Signature]

Appendix A

SPK

Agreed Items for Implementation of the Kaplan Award dated February 10, 2017

Between

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

-and-

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

The LCBO reserves the right to add, amend, or remove any proposal it puts forward during the course of negotiations.

ARTICLE 7 - Hours of Work and Overtime

(Applicable to Permanent Full-time, Seasonal and Casual; with applicability limited in respect of Seasonal and Casual employees to 7.6 (b) exclusively)

- 7.1 (b) The starting time of the work week shall be Monday, 12:01 a.m., **except for Retail and Retail/POS Help Desk Employees whose work week shall start on Sunday at 12:01 a.m.**
- (c) For payroll purposes, the start of the work week shall be Sunday at 12:01 a.m.
- 7.2 (a) The Employer shall prescribe the number of hours in each working day not exceeding eight (8) hours for the various departments or establishments of the Employer. Normal hours of work will be as follows:

- (i) Retail – Stores and Depot

The work week for stores shall be from 12:01 a.m. **Monday-Sunday** to 12:00 midnight Saturday.

Employees in retail stores who work on the night shift shall be scheduled for a minimum of one (1) full week, **Monday Sunday** through Friday inclusive, in accordance with 7.16 below.

- (iv) Retail POS/Help Desk

The work week for the POS Help Desk shall be **Monday Sunday** to Saturday, inclusive. POS Help Desk hours of work shall not be changed further without negotiation with the Union.

(Sunday)

Day Shift

The POS Help Desk will be open from 8:30 a.m. to 6:30 p.m. Scheduling of hours shall be in accordance with the operational requirements of the Desk. ~~The scheduling of Sunday hours shall be in accordance with the Letter of Agreement – Sunday Openings.~~ If an employee is scheduled to work a shift greater than five (5) hours, he/she shall take a fifteen (15) minute paid break in the first half of the schedule, a half-hour unpaid lunch/supper break during the shift, and the second rest period will be scheduled at the end of the scheduled shift.

7.4 (a) (iv) Retail – Store and Depot and Retail POS / Help Desk employees scheduled for Sundays will be scheduled on a rotational basis so that no one will be scheduled more than one (1) Sunday in every four (4) to a maximum of thirteen (13) in a contract year. Moreover, no such employee will be scheduled to work a Sunday directly following a Saturday that is their regular scheduled day off. Retail – Store and Depot or Retail POS / Help Desk employees will have two (2) consecutive scheduled days off in the week they work a Sunday.

7.6 Overtime

(d) Where an employee is required to work on a Sunday as part of that employee's regular shift, the employee is to be paid at the rate of one and one half (1 1/2) times the regular hourly rate of the employee. **This does not apply to Retail – Store and Depot and Retail POS / Help Desk employees.**

(e) Where an employee is required to work on a Sunday, provided the Sunday is not part of the employee's regular shift, the employee shall be paid at the rate of one and one half (1 1/2) the regular hourly rate of the employee. **This does not apply to Retail – Store and Depot and Retail POS / Help Desk employees.**

ARTICLE 22- Assignments and Job Postings

(Applicable to Permanent Full-time, Permanent Part-time, Seasonal: applicability limited by Appendix 4 – Section 3, Casual: applicability limited by the provisions of 32.4)

22.2 An employee promoted to a higher classification set out in any approved classification schedule shall be entitled to a salary increase of at least one (1) step or an increase to the minimum of the range attached to the higher classification whichever is greater and such increases will be effective upon the effective date of promotion. **This does not apply to casual CSR employees who have been promoted to a permanent full-time CSR position on the single wage grid.**

22.4 (b) For the purpose of Article 22.5(a), a promotion shall be deemed to include:

(iii) the assignment of a permanent part-time employee to another permanent part-time position with a higher weekly salary than his/her former position; or

- (iv) the assignment of a casual to a permanent part-time position in accordance with the provisions of Article 32.4.

22.10. Retail Stores

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

- ~~(i) The posting is not for a Permanent Vacancy Review position;~~

ARTICLE 32 - Casuals

(Applicable to Seasonal as limited by Appendix 4- Section 4-14.1 and Casual)

- 32.1 (a) 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, **except for Retail and Retail/POS Help Desk Casual employees whose work week shall start on Sunday at 12:01 a.m.** 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:

- ~~(j) Casual employees in retail stores shall be scheduled to work Sundays in accordance with the Letter of Agreement — Sunday Openings.~~

- (k) Where an employee performs work on a Sunday, he/she shall be entitled to receive payment at time and one half (1 ½) their regular hourly rate for all hours worked on that Sunday. **This does not apply to Retail – Store and Depot and Retail POS / Help Desk employees.**

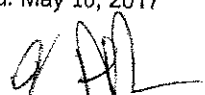
32.4 Applying for vacancies

- (a) Casuals shall have the right to apply to certain permanent part-time positions in accordance with the provisions of Article 22, Assignments & Job Postings. They shall, however, only be eligible to apply for vacancies within their geographic areas if there is no permanent part-time employees promoted in accordance with Article 22.5 (a)
- ~~(e) Casual employees in retail stores may apply to Permanent Vacancy Review postings in retail stores province wide~~

ARTICLE 38 – Hours of Work and Overtime

(Applicable to Permanent Part-Time)

- 38.1 (b) The starting time of the work week shall be Monday, 12:01 a.m., **except for Retail and Retail/POS Help Desk Employees whose work week shall start on Sunday at 12:01 a.m.**
- (c) For payroll purposes, the start of the work week shall be Sunday at 12:01 a.m.



- 38.8 (f) Where an employee performs work on a Sunday, he/she shall be entitled to receive payment at time and one half (1 ½) their regular hours for all hours worked on the Sunday. **This does not apply to Retail – Store and Depot and Retail POS / Help Desk employees.**
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Wage Grid For Casual Employees and Salary and Classification Schedule: April 1, 2013 – March 31, 2017

CSR Grid

Steps	Rate	Progression on grid
1	15.08	N/A
2	16.26	6 months
3	17.53	1750 hours or two (2) years
4	18.90	1750 hours or two (2) years
5	20.37	1750 hours or two (2) years
6	21.97	1750 hours or two (2) years
7	23.68	2080 hours
8	25.53	2080 hours
9	27.53	2080 hours

LETTER OF AGREEMENT – Permanent Vacancy Review

To be removed

LETTER OF AGREEMENT – Sunday Openings

To be removed

DATE (original date: July 25, 2005)

[Mr. J. Weston]

LETTER OF AGREEMENT – RE: Agency Stores

[Dear Mr. Weston]:

The Employer agrees:

... (status quo)...

Employer demand
withdrawn.

~~Notwithstanding the foregoing, the Employer has reviewed its lower performing LCBO locations with the view of closing some that are no longer sufficiently profitable. In some instances such closure may result in the opening of an Agency Store. In determining which locations we would like to close we have taken into consideration among other things retirements, attrition and mobility of employees to minimize or avoid any hardship.~~

~~The parties agree that the Employer may convert 1 LCBO store to an Agency Store for every Agency Store that is repatriated.~~

~~The Employer agrees to meet and discuss with the Union the locations of any such closures, new agency locations and new retail store locations with a view to minimizing and avoiding hardship, taking into consideration among other things retirements, attrition and mobility of employees.~~

Yours truly,

Arthur Roberts
Director
Employee Relations, Corporate Health & Safety



**MEMORANDUM OF AGREEMENT - Re: Allocation of Overtime Hours
in the Retail Stores and Depots**

Between: The Liquor Control Board of Ontario (The "Employer") – AND – OPSEU, Liquor Board Employees Division (The "Union")

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 7.6 (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.

(remainder status quo)

.....

Dated this _____ day of _____, 2017.

For The Employer

For the Union

Arthur Roberts, Director

Jeffrey Weston

Employee Relations, Corporate Health & Safety

OPSEU, Liquor Board Employees Division



PROPOSE ADD NEW LETTER OF AGREEMENT: Re: Casual Hours

Effective April 1, 2017, the Employer will ensure that a minimum of 50% of the total casual retail store employee complement will receive no less than one thousand (1000) hours annually (calendar year). The Employer will share the actual percentage with the Union annually (calendar year) and will adjust upward any percentage required from a deficiency in the previous year.

PROPOSE ADD NEW LETTER OF AGREEMENT – RE: 200 Full Time CSR Positions

May 10, 2017

Jeff Weston, Lead Negotiator
Ontario Public Service Employees Union
100 Lesmill Road,
Toronto, Ontario
M3B 3P8

As awarded by Arbitrator Kaplan on February 10, 2017, the Employer will post and fill one hundred (100) new Permanent Full-Time ("PFT") CSR bargaining unit positions by August 1, 2017 and a further one hundred (100) new PFT CSR bargaining unit positions will be posted no later than January 1, 2018 and filled no later than April 30, 2018. While it is the intention of the Employer to fill the positions by the specified dates, it is recognized that there may be circumstances beyond the Employer's control, including individual employee preference regarding start dates, which may impact the Employer's ability to fill those positions by such dates. In such cases, the employer will discuss with the Union.

The one hundred (100) new PFT CSR bargaining unit positions to be filled by August 1, 2017 and April 30, 2018 will be for promotion only. No transfer or demotion requests will be considered for the filling of these two hundred (200) new PFT CSR bargaining unit positions. These positions will be explicitly posted as a group of "100 new PFT CSR Positions".

These new PFT CSR bargaining unit positions are over and above any positions declared as part of the PVR process for the 2016 calendar year.

Between August 1, 2017 and January 1, 2018, and prior to the second posting of "100 new PFT CSR Positions", the Employer shall post up to thirty (30) new Product Consultant (PC) positions. If any of these Product Consultant positions are filled by Casual Employees, they will count towards the second set of "100 new PFT CSR Positions".

In Toronto and Ottawa, job postings will be identified by districts and all postings will include the number of positions available. Employees may only apply to a maximum of five (5) positions for each posting of "100 new PFT CSR Positions". Such postings will not limit or restrict the Employer's right to transfer in accordance with the Collective Agreement.

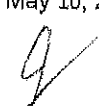
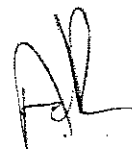
An employee shall be given up to twenty four (24) hours to accept a job offer. In the event the Employer does not receive notification of acceptance from the employee within the twenty four (24) hours, the offer will be withdrawn.

In the event an employee is offered a position and declines the first job offer, the employee shall remain eligible for any other available remaining position(s) that the employee had identified in his or her original application, provided that the employee's seniority permits him or her to do so.

Once the two hundred (200) new PFT CSR bargaining unit positions are filled, this Letter of Agreement will expire and will not be renewed for future Collective Agreements.

Yours truly,

Arthur Roberts
Director, LCBO Employee Relations & Corporate Health & Safety Services
55 Lakeshore Blvd. East
Toronto, ON
M5E 1A4



PROPOSE ADD NEW LETTER OF AGREEMENT Re: Repatriation

Effective February 10, 2017, notwithstanding the Letter of Agreement Re: Agency Stores, for every agency store that is repatriated, the Employer may open a new agency. This is an entitlement separate and apart from what is set out in the Letter of Agreement Re: Agency Stores, which continues with all of its many protections for the union and restrictions on the Employer.

The Employer agrees to meet and discuss with the Union the opening of any new agency store, which LCBO store may be affected by the opening of a new agency store, and new retail store locations with a view to minimizing and avoiding hardship, taking into consideration among other things retirement, attrition and mobility of employees.

OPSEU

And

The Liquor Control Board of Ontario

Dated this day 10 of May, 2017

For the Union

For the Employer

Wendie Davis
[Signature]
Jennifer Van Zetten
[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Appendix B

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Agreed Items as of April 27, 2017

OPSEU

AND

THE LIQUOR CONTROL BOARD OF ONTARIO

Dated this day 27th of April, 2017

For the Union

Alma Lewis

[Signature]

[Signature]

Shoofood

Samzetta

[Signature]

For the Employer

[Signature]

[Signature]

[Signature]

[Signature]

ARTICLE 1 – Recognition

(Applicable to Permanent Full-time, Permanent Part-time, Seasonal, Casual)

- 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.

ARTICLE 3 – Relationships

(Applicable to Permanent Full-time, Permanent Part-time, Seasonal, Casual)

- 3.1 (a) The Union agrees that no employee or Union official will solicit membership in the Union, collect dues or engage in any Union activity on the Employer's premises during working hours, except as provided for in this Agreement.

The parties recognize there may be incidents where there is an urgent need for a union representative to address a situation in the workplace during working hours. In such circumstances, a request for union representation shall not be unreasonably withheld provided prior approval has been granted by his/her supervisor and it does not unduly interfere with operations.

- (b) Violation by an employee of any of the foregoing provisions shall be cause for discharge or discipline, subject to the provisions of the Grievance Procedure of Article 28.

3.6 Union Member Orientation

The Employer agrees to designate up to fifteen (15) minutes for a Union Representative to have the opportunity to meet with **new Bargaining unit** employees during the Employer's new orientation meeting. The Union Representative orientation time shall be scheduled ten (10) minutes prior to the start of the lunch time. The Union Representative shall be entitled to be absent from work for the purpose of attending the orientation meeting without loss of pay or credits. Time off will be invoiced directly to the Liquor Board Employees' Division of OPSEU as per the terms of Article 1.5 (b) of the Collective Agreement.

It is understood that the Employer may withhold the Union orientation privileges set out in this Article if they disrupt the Employer's orientation meeting.

Article 5 - Seniority

(Applicable to Permanent Full-time, Permanent Part-time)

5.5 A seniority list shall be provided in a sortable electronic format semi-annually to the LBED Chair.

ARTICLE 7 - Hours of Work and Overtime

(Applicable to Permanent Full-time, Seasonal and Casual: with applicability limited in respect of Seasonal and Casual employees to 7.6 (b) exclusively)

7.18 Shift Rotation for Logistics Employees

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(b) For the purposes of this Article 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 Article 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 Article as detailed below.~~

Article 21- Employees' Group Insurance and Medical Benefits Plans

21.2 (c) (iii) (j) Charges for the services of a psychologist **or social worker or Master of Social Work** up to fifty dollars (\$50.00) per half (1/2) hour **per family member and group sessions**, for individual psychotherapy and/or testing and thirty-five dollars (\$35.00) for all other visits **purposes**.

21.9 Pensions

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

ARTICLE 33 - Provincial Health and Safety Committee

(Applicable to Permanent Full-time, Permanent Part-time, Seasonal and Casual)

33.4 Upon notification to and with the approval of the Employer the OPSEU LBED members of the Provincial Health and 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 the 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.

Letters of Agreement

LETTER OF AGREEMENT - RE: JOBS

The Employer agrees to post and fill a minimum of fifty (50) PFT bargaining unit jobs per contract year for a total of two hundred (200) PFT bargaining unit jobs during the term of the Collective Agreement as follows:

- Post and fill a minimum cumulative total of 50 jobs by January, 2014
- Post and fill a minimum cumulative total of 100 jobs by January, 2015
- Post and fill a minimum cumulative total of 150 jobs by January, 2016
- Post and fill a minimum cumulative total of 200 jobs by January, 2017

The number of positions mentioned above are in addition to any positions declared as part of the PVR process for each year.

The Union agrees to withdraw all seventeen (17) 2012 PVR grievances.

The Employer agrees to recruit/ hire twenty a total of twenty (20) casual employees at the Logistics Service Centres within sixty (60) days following ratification.

Yours truly,

Wayne Zachar

Director, Employee Relations, Corporate Health & Safety Services
Liquor Control Board of Ontario

Agreed Items as of May 10, 2017

OPSEU

AND

THE LIQUOR CONTROL BOARD OF ONTARIO

Dated this day 10th of May, 2017

For the Union

Heather Davis
Cheryl Good
Jennifer Korkutten
[Signature]
[Signature]
[Signature]

For the Employer

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Article 6 - Job Security

(Applicable to Permanent Full-time, Seasonal and Casual: with applicability limited in respect of Seasonal and Casual employees to 6.7 (f) (iii) and 6.17 exclusively. 6.7(e) shall also be applicable exclusively to Seasonal employees.)

6.7 Displacement

An employee who has completed his/her probationary period and who is subject to lay-off as a surplus employee shall have the right to displace an employee who shall be identified by the Employer in the following manner and sequence:

- a) Within the surplus employee's work area, the Employer will identify the employee with the least seniority in the same class in which the surplus employee is presently working and if such employee has less seniority than the surplus employee, he/she shall be displaced by the surplus employee, ~~provided that the surplus employee is qualified to perform the work of such employee.~~
- (b) Failing the opportunity for displacement under (a) above, the Employer will review the classes in the same class series within the surplus employee's work area, in descending order, until a class is found in which the employee with the least seniority in the class has less seniority than the surplus employee. Such employee shall be displaced by the surplus employee, ~~provided that the surplus employee is qualified to perform the work of such employee.~~
- (c) Failing the opportunity for displacement under (b) above, the Employer will review the classes in any other class series in which the surplus employee has served since his/her appointment date within the surplus employee's work area, in descending order, until a class is found in which the employee with the least seniority in the class has less seniority than the surplus employee. Such employee shall be displaced by the surplus employee, ~~provided the surplus employee is qualified to perform the work of such employee.~~
- (e) In logistics facilities where seasonal employees exist, and failing the opportunity for displacement under (c) above, the Employer will identify any seasonal employees within the surplus employee's work area. The surplus employee will displace the seasonal employee with the least seniority ~~provided that the surplus employee is qualified to perform the work of such employee.~~ Article 6.16 will apply in the event a permanent full-time employee is assigned to seasonal employment under this provision.
- (h) A surplus employee who elects displacement under Article 6.7 may, in step (a), (b) or (c), elect for the search to be expanded outside of the work area when no position is found within the work area. When such election is made, the next step of the displacement process shall not be utilized until the election for a search outside the work area is satisfied.**

When searching outside the work area, the Employer shall look at locations nearest to the Employees work area and expanding outward, based on the criteria utilized within the work area.

ARTICLE 8 – Paid Holiday

- 8.1 An employee shall be entitled to the following paid holidays each year: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any special holiday as proclaimed by the Governor-General or Lieutenant Governor. If, during the term of this Agreement, a public holiday is proclaimed by the Governor-General or **Lieutenant Governor**, such holiday shall be deemed to be a paid holiday.

APPENDIX 4 - Seasonal Employees

*Applicable to Seasonal Employees
(LCBO Logistics Facilities)*

SECTION 9 – PAID HOLIDAYS

Entitlement to Pay In Lieu

- 4-9.3 An employee shall be entitled to the following paid holidays each year: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any special holiday as proclaimed by the Governor-General or Lieutenant Governor. If, during the term of this Agreement, a public holiday is proclaimed by the Governor-General or **Lieutenant Governor**, such holiday shall be deemed to be a paid holiday.

Letter of Agreement - French Language Services

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4. To provide the Union with a list of all worksites at which the Employer is required to provide service in French in accordance with government or Employer policies **and an annual listing of the current complement of FLS Employees in each store**. Information will be provided as to the method by which the services will be provided at each worksite.

.....

Agreed Items as of June 8, 2017

OPSEU

AND

THE LIQUOR CONTROL BOARD OF ONTARIO

Dated this day 21 of June, 2017

For the Union

Denise Davis
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

For the Employer

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

[Signature]

Article 2 - Harassment and Discrimination

(Applicable to Permanent Full-time, Permanent Part-time, Seasonal, Casual)

- 2.2 (b) **Where an employee files a formal complaint under the LCBO's human rights/ workplace harassment prevention policy, the Employer recognizes the importance of concluding the investigation into that complaint in an expeditious manner. As such it is the goal of the Employer to fully investigate and make a determination within 45 days of the date that the formal complaint was filed. A written summary of the findings shall be provided to the complainant and respondent.**

ARTICLE 7 - Hours of Work and Overtime

(Applicable to Permanent Full-time, Seasonal and Casual: with applicability limited in respect of Seasonal and Casual employees to 7.6 (b) exclusively)

- 7.5 Where an employee is **at work and** is not instructed to work overtime until the day during which the overtime is to be performed, the employee **shall be reimbursed ten dollars (\$10.00) for the cost of one (1) meal**, provided the employee works three (3) hours or more overtime.

Article 21- Employees' Group Insurance and Medical Benefits Plans

- 21.2 (d) The Employer shall pay one hundred percent (100%) of the premiums. ~~as may be amended from time to time.~~
- 21.3 (e) The Employer shall pay one hundred percent (100%) of the premiums. ~~as may be amended from time to time.~~

21.5 Joint Insurance and Benefit Review Committee

- (a) The Committee shall be referred to as the Joint Insurance Benefits Review Committee (**JIBRC**).
- (b) (i) The purpose of this Committee is to facilitate communications between the Employer and the Union on the subject of Group Insurance including Basic Life Insurance, Optional Life Insurance, Supplementary Health & Hospitalization Insurance (including vision care), Long Term Income Protection Insurance, Dental Plan and such other negotiated benefits as may ~~from time to time~~ be included in the Group Insurance Plan.

21.10 Employee Family Assistance Program

- (a) It is recognized that the success of the Employee **Family** 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 **through the JIBRC, as listed in Article 21.6.**

- (b) Additionally, under the Employee **Family** 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.

ARTICLE 23 - Uniforms, Attire and Special Allowances

(Applicable to Permanent Full-Time)

23.4 (a) Safety footwear, which is designated as CSA approved, shall be worn by:

- employees who are required to operate power lifting equipment;
- employees in Warehouses and Depots;
- all Maintenance employees;
- Printing and Mailing Department employees, where required;
- those employees in other locations deemed necessary by the Employer **or the Ministry of Labour.**

It is understood that those employees in Retail Stores, as identified above, shall be required to wear safety shoes.

Article 32 - Casuals

(Applicable to Seasonal as limited by Appendix 4- Section 4-14.1 and Casual)

32.1

- (h) (i) It is understood that casual employees in all depots, warehouses, and those stores where they are required to operate power lifting equipment as part of their regular duties, **or as deemed necessary by the employer or the Ministry of Labour** shall be reimbursed the cost of CSA approved safety footwear upon completion of their probationary period. This reimbursement shall not exceed one hundred and fifty dollars (\$150.00) and shall be issued once every twelve (12) months thereafter.

- (i) Where an employee is **at work and** is not instructed to work overtime until the day during which the overtime is to be performed, the employee **shall be reimbursed ten dollars (\$10.00) for the cost of one (1) meal**, provided the employee works three (3) hours or more overtime.

32.2 (c) 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 day.

For the purposes of Article 32.2(b) and Article 32.2(c), the term "gross pay" includes the following payments set out in the Collective Agreement:

- i. **payment with respect to work on a Sunday, prior to March 31, 2017, as set out in Article 32.1 (k);**
- ii. **payment with respect to authorized work performed on a holiday, as set out in Article 32.2(a);**

- iii. payment with respect to acting for the Store Manager, as set out in Article 32.1(f);
- iv. payment with respect to working on the night shift, as set out in Article 32.11; and
- v. payment with respect to overtime, as set out in Article 32.1(d).

32.4 Applying for vacancies

- (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, provided that no permanent part-time employees have applied. Where qualifications and ability are relatively equal, seniority shall be the determining factor.

ARTICLE 33 - Provincial Health and Safety Committee

(Applicable to Permanent Full-time, Permanent Part-time, Seasonal and Casual)

33.7 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.

The parties recognize their mutual interest in ensuring the health and safety of all Employees and are committed to cooperating fully, individually and collectively for the advancement of health and safety. The parties understand and will comply with their duties and obligations in respect of the Occupational Health and Safety Act and its regulations. It is not intended to prevent the employer from developing, implementing, and maintaining policies, programs and guidelines but rather to establish a collaborative relationship between the Employer, the Union, the Provincial Health and Safety Committee and Regional/Local Health and Safety Committees and Health and Safety Representatives.

Furthermore, the PHSC should establish administrative practices for the sharing of relevant information between the Employer and the Regional/Local Health and Safety Committees and to openly engage in discussions related to critical injury prevention, work refusals, unsafe work places and workload.

ARTICLE 35 - Other Applicable Articles - Permanent Part-Time Employees

(Applicable to Permanent Part-time)

- 35.1 The following articles of the Collective Agreement shall also apply to permanent part-time employees:

Article 01 Recognition

Article 02 Harassment and Discrimination

Article 03 Relationships
Article 04 Dues and Information
Article 05 Seniority
Article 15 Military Leave
Article 16 Leave Without Pay
Article 17 Court Witness
Article 22 Assignments & Job Postings
Article 24 Statutory Provisions
Article 26 Salaries
Article 27 Employee Files and Discipline
Article 28 Grievance Procedure
Article 29 Stock and Cash Shortages
Article 30 Utilization of Permanent Part-Time Employees & Casuals
Article 33 Provincial Health & Safety Committee
Article 50 Technological Change
Article 51 Unforeseen Work at Stores
Article 52 Call in of PPT and/or Casual Employees From Other Stores
Article 53 Term of Agreement Memorandum of Agreement – Allocation of Additional Hours
~~Letter of Agreement – Permanent Vacancy Review~~
Memorandum of Settlement – Enhanced Severance for Bargaining Unit Surplus Employees

ARTICLE 38 – Hours of Work

(Applicable to Permanent Part-time)

- 38.2 (c) Where an employee is **at work and** is not instructed to work overtime until the day during which the overtime is to be performed, the employee **shall be reimbursed ten dollars (\$10.00) for the cost of one (1) meal**, provided the employee works three (3) hours or more overtime.

APPENDIX 4 - Seasonal Employees

Applicable to Seasonal Employees
(LCBO Logistics Facilities)

- 4-13.1 A seasonal employee shall be issued a lump sum payment of two hundred dollars (\$200.00) payable ~~on September 1, 2013~~ and no later than the first pay in the month of September annually thereafter.

May 24, 2002

Mr. J. Coones, President
OLBEU
5757 Coopers Avenue
Mississauga, Ontario
L4Z 1R9

LETTER OF AGREEMENT - Employment Equity

Dear Mr. Coones:

This letter will confirm the Employer's understanding of a joint Union/Management Committee on Employment Equity.

Mandate: To advise both Union and Management at the LCBO on Employment Equity issues and promote an atmosphere and policy framework that will facilitate program development. The committee will review employment policies and procedures, and recommend measures to promote fairness; to eliminate barriers impacting ~~women, the disabled, francophones, natives, and visible minorities,~~ **women, indigenous people, people with disabilities, and people who because of their race, colour, sexual orientation or gender orientation have been traditionally disadvantaged in Canada.**

This committee shall be a sub-committee of the Provincial Labour/ Management Committee and shall be composed of no more than three members from each party.

Time off will be provided for members to perform committee related tasks, as deemed necessary, by the Employer, provided the Employer's operations are not disrupted.

Yours truly,

Wayne Zachar
Director
Employee Relations

Agreed Items as of June 20, 2017

OPSEU

AND

THE LIQUOR CONTROL BOARD OF ONTARIO

Dated this day 20 of June, 2017

For the Union

Denise Klavio
Chocford
Jamiller
[Signature]
[Signature]
[Signature]

For the Employer

[Signature]
[Signature]
Mr. [Signature]
Jeff [Signature]
[Signature]
[Signature]

Additional Agreed to Items as of June 20, 2017.

Article 21- Employees' Group Insurance and Medical Benefits Plans

(Applicable to Permanent Full-time, Seasonal with applicability in respect to Seasonal employees limited by Appendix 4-Section 12, and casual as per Article 32.13.)

21.2 Supplementary Health and Hospitalization

(c) Plan Details

- (iii) (b) Charges for private duty nursing in your home by a registered graduate nurse, **registered nursing assistant or licensed practical nurse (or designated equivalent)** who is not ordinarily a resident in your home and is not related to you or to your dependents, provided the service was recommended and approved by a licensed physician or surgeon.

21.10 Employee Family Assistance Program

- (c) Permanent full time, permanent part time, seasonal, and casual employees ~~(who have successfully completed their probationary period)~~ shall have access to the Employee **Family** Assistance Program.

Agreed Items as of June 24, 2017

OPSEU

AND

THE LIQUOR CONTROL BOARD OF ONTARIO

Dated this day 25th of June, 2017

For the Union

Alene Lewis
Choccol
Janette
AM
MB
WJ
CC

For the Employer

John B
John B
John B
John B
John B

Additional Agreed to Items as of June 24, 2017.

ARTICLE 1 – Recognition

(Applicable to Permanent Full-time, Permanent Part-time, Seasonal, Casual)

- 1.5 (a) A pool of ~~nine hundred (900)~~ **eleven hundred (1100)** 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.

Article 2 - Harassment and Discrimination

(Applicable to Permanent Full-time, Permanent Part-time, Seasonal, Casual)

2.1 (b) No Harassment or Discrimination

LCBO and the Union agree to uphold the Human Rights Code and will not permit employment practices and procedures in contravention of it. There shall be no discrimination or harassment practiced by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences marital status, family status, or disability as defined in the Ontario Human Rights Code.

2.2 Rights During Investigation

An employee has the right to be accompanied by a Union Representative when filing a complaint under the Employer's policy Manual Section – Human Rights/Workplace Harassment Prevention, Subjects: Discrimination and Harassment Prevention and Internal Resolutions Process.

2.3 Duty to Accommodate

The Employer, employees and the Union agree that they will comply with their duty to accommodate under the Ontario Human Rights Code or due to WSIB.

Article 7 - Hours of Work and Overtime

(Applicable to Permanent Full-time, Seasonal and Casual: with applicability limited in respect of Seasonal and Casual employees to 7.6 (b) exclusively)

7.xx Any time traveling for the Employer shall be considered work time and shall be paid at the appropriate rate of pay for all hours spent in travel, **as may be required by the ESA**

ARTICLE 21- Employees' Group Insurance and Medical Benefits Plans

(Applicable to Permanent Full-time, Seasonal with applicability in respect to Seasonal employees limited by Appendix 4 – Section 12, and casual as per Article 32.13)

21.2 Supplementary Health and Hospitalization

(c) Plan Details

(iii) Eligible expenses include:

- (a) Charges by a licensed hospital for **semi-private** room and board and for hospital services and supplies furnished for care and treatment, up to ~~one hundred and seventy dollars (\$170.00)~~ **two hundred and forty dollars (\$240.00)** per day, effective **August 1, 2017** ~~September 1, 2005~~ (for expenses incurred after that date).

21.7 Dental Plan

- (b) **Effective August 1, 2017**, the schedule of fees shall be the current Ontario Dental Association Fee Schedule.

Article 32 - Casuals

(Applicable to Seasonal as limited by Appendix 4- Section 4-14.1 and Casual)

32.1 (h) (iii) **The Employer shall supply to an employee in the store system an issue of long sleeve or short sleeve shirts or blouses, every one (1) year and of a design approved by the Employer in the following manner:**

Minimum hours per year	Shirts
0	2
416	3
832	4
1248	5

32.13 Casual Benefit Plan

(a) ...

For the purposes of the Casual Benefit Plan, it is understood **bereavement leave, Union leave, and statutory leaves, including but not limited to WSIB and pregnancy/parental leave** shall apply for the calculation of hours and that the following articles do not apply to casual employees:

Article 33 - Provincial Health and Safety Committee

(Applicable to Permanent Full-time, Permanent Part-time, Seasonal and Casual)

Union amends as part of Harassment & Discrimination package

33.1 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 (OHSA), during the hours of their employment, **including with respect to workplace violence, workplace harassment and workplace sexual harassment**. 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.

.....

APPENDIX 4 - Seasonal Employees

Applicable to Seasonal Employees
(LCBO Logistics Facilities)

4-12.1 A casual employee who has attained seasonal status shall for the first twelve (12) months of his/her accumulated service as a seasonal employee shall receive a payment equivalent to the amount applicable under Article 32.2 (b) of his/her gross salary in lieu of benefits as defined in Article 4-12.2 (b), where, however, a seasonal employee is in receipt of benefits under Article 4-12.2 (a), he/she shall not receive any payment in lieu of the benefits defined in Article 4-12.2(b).

For clarity, where a seasonal employee becomes entitled to benefits, he or she shall continue to receive payment in lieu during the waiting period.

ADD NEW LETTER OF AGREEMENT RE: MENTAL HEALTH

April 1, 2017

Jeff Weston, Lead Negotiator
Ontario Public Service Employees Union
100 Lesmill Road,
Toronto, Ontario
M3B 3P8

LETTER OF AGREEMENT – RE: Mental Health

The Parties acknowledge that mental illness is just as real as physical illness. In recognition of this fact, the Employer has and continues to have an interest in promoting mental health in the workplace and, to this end, will take every precaution reasonable in the circumstances to prevent bullying, including psychological bullying and/or psychological harassment, that constitutes workplace harassment under the *Human Rights Code* and/or the *Occupational Health and Safety Act*.

The Parties also agree that the topic of mental health will be discussed at the PHSC.

Yours truly,

Arthur Roberts
Director, LCBO Employee Relations & Corporate Health & Safety Services
55 Lakeshore Blvd. East
Toronto, ON
M5E 1A4

PROPOSE ADD NEW LETTER OF AGREEMENT RE: DISCLOSURE DIRECTIVE

April 1, 2017

Jeff Weston, Lead Negotiator
Ontario Public Service Employees Union
100 Lesmill Road
Toronto, Ontario
M3B 3P8

LETTER OF AGREEMENT – RE: Disclosure Directive

In recognition of the principle that the timely sharing of appropriate and relevant information fosters positive labour relations, this Letter of Agreement sets out the process of confidential disclosure to the Union of business decisions that are made by the employer.

Confidential disclosure to the Union shall be provided where business decisions are made which will materially and substantively affect the terms and conditions of employment of employees represented by the Union. Examples of situations in which such disclosure may apply include, but are not limited to, corporate re-organizations, corporate initiatives, corporate employment policy changes, and new store openings and permanent store closures, where they materially and substantively affect the terms and conditions of employment of bargaining unit employees.

Where required by the circumstances, such disclosure may include, to the extent possible, the following:

- reasons for the business decision,
- the number and locations of bargaining unit employees affected,
- the names, job classifications and job specifications of the affected bargaining unit employees, if relevant,
- in the case of a reorganization or change in reporting relationships affecting bargaining unit employees, the existing and planned organization charts,
- the planned announcement date and,
- effects on the bargaining unit employees.

When a matter arises which requires disclosure to be issued, the Employer shall provide such to the assigned Union staff contact and chair of the division.

In order to maintain the integrity of the disclosure process and to ensure ongoing open communication between the employer and the Union, all information that is disclosed by the employer shall be kept confidential unless or until the employer advises the Union that such information may be disclosed.

Nothing in this Letter of Agreement relieves the disclosing party of any other contractual or legislative obligation it may have to make disclosure to the receiving party or limits the receiving party's rights to discuss disclosed information internally on a confidential basis with those officials who need to know such information.

In addition, nothing in this Letter of Agreement will require the employer's disclosure of information where such disclosure is contrary to contractual or legal requirements, or government directives or requirements.

Where necessary, the Union may be required to sign a confidentiality agreement before a business decision is disclosed.

Yours truly,

Arthur Roberts
Director, LCBO Employee Relations & Corporate Health & Safety Services
55 Lakeshore Blvd. East
Toronto, ON
M5E 1A4

ADD NEW LETTER OF AGREEMENT RE: HEAD OFFICE RELOCATION

April 1, 2017

Jeff Weston, Lead Negotiator
Ontario Public Service Employees Union
100 Lesmill Road
Toronto, Ontario
M3B 3P8

LETTER OF AGREEMENT – RE: Head Office Relocation

During the 2017 collective agreement negotiations, the sale of the LCBO head office was discussed and its impending relocation.

The Employer agrees to meet with the Union's Provincial Labour Management representatives and affected local presidents to provide updates on head office relocation plans that materially and substantively affect the terms and conditions of employment of bargaining unit employees.

Yours truly,

Arthur Roberts
Director, LCBO Employee Relations & Corporate Health & Safety Services
55 Lakeshore Blvd. East
Toronto, ON
M5E 1A4

Appendix C

A handwritten signature in black ink, consisting of a stylized, cursive name followed by a small mark.

Agreed Items as of June 26, 2017

OPSEU

AND

THE LIQUOR CONTROL BOARD OF ONTARIO

Dated this day 26 of June, 2017

For the Union

For the Employer

Dennis Davis
Chocpool
Amazettea
VH
Mark R
JPZ

John AB

H. Stewart
Jeff Jensen
Johnson

AM 9

Additional Agreed Items as of June 26, 2016

ARTICLE 7 - Hours of Work and Overtime

(Applicable to Permanent Full-time, Seasonal and Casual: with applicability limited in respect of Seasonal and Casual employees to 7.6 (b) exclusively)

7.2 (a) The Employer shall prescribe the number of hours in each working day not exceeding eight (8) hours for the various departments or establishments of the Employer. Normal hours of work will be as follows:

(ii) Logistics – Facilities and Private Stock– Amend.
The work week for Facilities and Private Stock shall be from 12:01 a.m. Monday to 12:00 midnight Friday **Saturday, subject to 7.4 (a) (vi).**

(iii) LCBO Head Office and Warehouse Offices
(LCBO Head Office Monday through Friday, inclusive. LCBO Warehouse Offices Monday to **Saturday inclusive, subject to 7.4 (a) (vi).**)

Logistics Warehouse Offices (Operation Clerks, Help Desk Clerks)
(Monday through **Saturday, inclusive**)

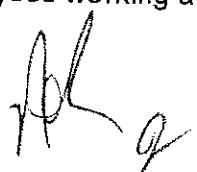
(vi) Contact Centre (Hours of Work)
(Monday through **Saturday, inclusive**)

~~The scheduling of hours of work on a Sunday shall be in accordance with the Letter of Agreement – Sunday Openings, provided they are qualified. The shifts shall be posted in accordance with Articles 7.4 (a) (i), 32.1 (a) and 38. 2(a) of the Collective Agreement.~~

7.4 (a) (i) Hours of work shall be posted at least three (3) 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 at the same hourly rate which would apply to overtime hours worked on that day for all hours worked outside his/her posted scheduled hours.

(ii) Hours of work may be changed without any premium or penalty if agreed upon between the employee and management.

(iii) **Saturday: For Retail – Store and Depot and Retail POS/Help Desk employees,** 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)~~ **seventeen (17)** 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) seventeen (17) 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.~~

(iv) Sunday: Retail – Store and Depot and Retail POS/Help Desk employees

Subject to what is set out in this Article, Sunday shall be voluntary for Permanent Full-Time (PFT) employees. Management will determine staffing requirements for each Sunday and a Sunday sign-up sheet shall be posted four (4) weeks in advance for employees to voluntarily sign-up for identified PFT shifts. Where there is a requirement for Sunday PFT shifts to be scheduled, shifts will be assigned to the most senior qualified employee(s) who sign up until the required number of identified PFT shifts are filled for that particular Sunday. Failing sufficient volunteers, Sunday shifts will be assigned to the least senior qualified PFT employee, on a rotational basis. An employee can be scheduled to a maximum of ten (10) Sundays in a contract year (inclusive of those that the employee has volunteered for) unless the employee volunteers for more than ten (10) Sundays. No employee will be scheduled to work a Sunday directly following a Saturday that is his or her regularly scheduled day off. Management will use its best efforts to ensure that Retail – Store and Depot and Retail POS/Help Desk employees will have two (2) consecutive scheduled days off in the week they work a Sunday.

(v) Weekends Off (Saturday and Sunday): The combination of paragraphs (iii) and (iv) above will ensure that Retail – Store and Depot and Retail POS/Help Desk employees will have a minimum of seventeen (17) weekends off (Saturday and Sunday) per contract year excluding vacation periods, paid holiday and leaves-of-absence with pay as defined in this Agreement.

(vi) Saturdays: Logistics – Facilities and Private Stock

Saturday shall be voluntary for Permanent Full-Time (PFT) employees. Saturday shifts will be assigned to fixed term employees, casuals employees and seasonal employees. The schedules will be posted for sign-up by volunteers first, and the remaining shifts will be assigned to fixed term employees, casual employees and seasonal employees at management's discretion.

7.14 Shift Rotation

(a) Where employees are required to work on a shift basis such employees shall work the shifts on a rotational basis unless otherwise mutually agreed to in writing by the employee and his/her supervisor.

(b) Retail store employees in double shift stores shall not be scheduled both day and afternoon shifts in the same work week with the exception of Product Consultants



and Special Event Coordinators who attend functions representing the LCBO, for training and development, Vintages Releases, or unless mutually agreed to in writing by the employee and his or her supervisor.

(c) A double shift store is an LCBO store that operates both day shifts and afternoon shifts over at least five (5) days per week.

21.2 (c) Plan Details

(ii) (c) The LCBO plan will not reimburse member costs for any prescription drug covered by the provincial plan for members or their dependents who are age 65 and over, other than the \$100 personal deductible and \$6.11 per script co-pay.

(iii) (i) Charges for the services of a chiropractor, osteopath, chiropodist, naturopath, podiatrist, physiotherapist, speech therapist, massage therapist and acupuncturist to a maximum of ~~thirty five dollars (\$35.00)~~ **fifty (\$50.00)** per visit for each visit not subsidized by OHIP. In any event, the reimbursement for the combined services of the listed practitioners shall not exceed Two Thousand Dollars (\$2,000.00) per year.

(e) (ii) This coverage provides for vision care to a maximum of three hundred ~~and forty~~ **dollars (\$300.00) (\$340.00)** per insured person in any twenty-four (24) month period from the date of expense for the purchase of prescribed lenses and frames, or contact lenses.

(g) **Residential Treatment: Applicable to all employees for drug and alcohol addictions and mental health treatment. This benefit will cover residential treatment for up to a maximum of 30 days and a maximum \$20,000 per stay. Services must be provided in a 'licensed' facility and must be medically necessary. The plan will be second payer to any provincially funded benefits that apply. This benefit is subject to predetermination by the group benefits carrier.**

32.1 (a) Hours of work shall be posted at least ~~two (2)~~ **three (3)** full weeks in advance for each establishment. For scheduling purposes, the work week for casual employees shall commence at 12:01 a.m. Monday, **except for Retail – Store and Depot and Retail POS/Help Desk Casual employees whose work week shall start on Sunday at 12:01 a.m.**, and there shall be no **scheduled** 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. **No casual employee shall be scheduled greater than six (6) days in any given work week, unless the employee voluntarily identifies availability for seven (7) days per week.**

(c) Casuals, when scheduled to work on any day, shall not be scheduled for less than four (4) hours, except where the hours worked are for the purposes of **call in as per Article 51**, 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)~~ **three (3)** hours. – *Amend.*

- 32.2 (c) 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 day.

For the purposes of Article 32.2(b) and Article 32.2(c), the term “gross pay” includes the following payments set out in the Collective Agreement:

- i. payment with respect to work on a Sunday as set out in Article 32.1 (k) (with the exception of Retail – Store and Depot and Retail POS/Help Desk employees who are not entitled to such payment);
- ii. payment with respect to authorized work performed on a holiday, as set out in Article 32.2(a);
- iii. payment with respect to acting for the Store Manager, as set out in Article 32.1(f);
- iv. payment with respect to working on the night shift, as set out in Article 32.11; and
- v. payment with respect to overtime, as set out in Article 32.1(d).

- 32.3 The following Articles shall not apply to casuals: Articles 5, 8 to 17 inclusive, 19, 20, 21, 23, 25, 30, 31, 34 to 47 inclusive and 49. The application of Article 6 shall be limited to 6.7(f) (iii) and 6.17 exclusively. The application of Article 7 shall be limited to **7.4 (a) (vi) and 7.6(b)** exclusively. The application of Article 22 is limited by the provisions of Article 32.4, below. The application of Article 48 is limited to 48.7(d) (ii) exclusively.

38.2 Hours of Work

- (a) Regularly scheduled hours of work shall be posted at least three (3) weeks in advance for each establishment and shall consist of at least ~~two (2)~~ **three (3)** hours in a day. Split shifts may be scheduled provided the minimum work period for any part of a shift is ~~two (2)~~ **three (3)** consecutive hours. – *Amend.*

49.1 Supplementary Health and Hospitalization

(c) Plan Details:

(iii) Eligible expenses include:

- (a) Charges by a licensed hospital for **semi-private** room and board and for hospital services and supplies furnished for care and treatment, up to ~~one hundred and seventy dollars (\$170.00)~~ **two hundred and forty dollars (\$240.00)** per day, effective **August 1, 2017** ~~September 1, 2005~~ (for expenses incurred after that date).
- (b) Charges for private duty nursing in your home by a registered graduate nurse, **registered nursing assistant or licensed practical nurse** (or

designated equivalent) who is not ordinarily a resident in your home and is not related to you or to your dependents, provided the service was recommended and approved by a licensed physician or surgeon.

- (j) Charges for the services of a psychologist or **social worker or Master of Social Work** up to fifty dollars (\$50.00) per half (1/2) hour **per family member and group sessions**, for individual psychotherapy and/or testing and thirty-five dollars (\$35.00) for all other visits purposes.

49.2 (c) (iii) (i) Charges for the services of a chiropractor, osteopath, chiropodist, naturopath, podiatrist, physiotherapist, speech therapist, massage therapist and acupuncturist to a maximum of ~~thirty five dollars (\$35.00)~~ **fifty (\$50.00)** per visit for each visit not subsidized by OHIP. In any event, the reimbursement for the combined services of the listed practitioners shall not exceed Two Thousand Dollars (\$2,000.00) per year.

- (e) (ii) This coverage provides for vision care to a maximum of three hundred **and forty** dollars (~~\$300.00~~) **(\$340.00)** per insured person in any twenty-four (24) month period from the date of expense for the purchase of prescribed lenses and frames, or contact lenses.

- (g) **Residential Treatment: Applicable to all employees for drug and alcohol addictions and mental health treatment. This benefit will cover residential treatment for up to a maximum of 30 days and a maximum \$20,000 per stay. Services must be provided in a 'licensed' facility and must be medically necessary. The plan will be second payer to any provincially funded benefits that apply. This benefit is subject to predetermination by the group benefits carrier.**

49.6 Dental Plan

- (b) **Effective August 1, 2017** the schedule of fees shall be the current Ontario Dental Association Fee Schedule.

49.8 Employee Family Assistance Program

- (a) It is recognized that the success of the Employee **Family 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 **through the JIBRC, as listed in Article 21.6.**
- (b) Additionally, under the Employee **Family 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, and casual employees ~~(who have successfully completed their probationary period)~~ shall have access to the Employee **Family** Assistance Program.

53.1 This Agreement will continue in effect until **April 1, 2017 – March 31, 2021**.

SECTION 15 – APPLICABILITY OF PROVISIONS OF COLLECTIVE AGREEMENT

~~4-15.1~~ Except as may be specified within this Appendix only the following articles from the remainder of the Collective Agreement are applicable to Seasonal employees as specifically noted and/or modified:

Article 32 (applicability limited to 32.1(a), (b), (c), (d), (g), (h), ~~(j)~~ (i), ~~(k)~~, 32.5(a)(i) and (iii), 32.8(a),(b) and (c), 32.9, 32.10, 32.11, and 32.12)

SECTION 16 – LETTERS AND MEMORANDA OF AGREEMENT

4-16.1 Only the following specific Letters/Memoranda are applicable to Seasonal employees:

~~On-Call Policy~~

Handwritten signature and initials in the bottom right corner of the page.

May 24, 2002

Mr. J. Coones, President
Ontario Liquor Boards Employees' Union
5757 Coopers Avenue
Mississauga, Ontario
L4Z 1R9

LETTER OF AGREEMENT - On-Call Policy

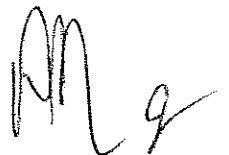
Dear Mr. Coones:

It is agreed that the following terms shall apply to those employees who are required by the Employer to be on-call:

1. ~~Employees shall be assigned to be "on-call" on a rotational basis.~~
2. ~~Compensation to employees who are "on-call" will be one (1) hour of overtime at time and one-half (1 1/2 X) for each twenty-four (24) hour period during which they are required to be "on-call".~~
3. ~~When an employee is required to report to work while on-call, he/she shall be paid as follows:~~
 - (i) ~~a minimum of four (4) hours at time and one-half (1 1/2) when called in and,~~
 - (ii) ~~time and one-half (1 1/2) for all hours worked where more than four (4) hours is required.~~

Yours truly,

Wayne Zachar
Director
Employee Relations
July 26, 2005

A handwritten signature in black ink, appearing to be 'AM 9', located in the bottom right corner of the page.

PROPOSE TO RENEW – Amend.

April 1, 2017

Jeff Weston, Lead Negotiator
Ontario Public Service Employees Union
100 Lesmill Road,
Toronto, Ontario
M3B 3P8

LETTER OF AGREEMENT - RE: Contracting Out

Dear Mr. Weston:

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,

Arthur Roberts
Director, LCBO Employee Relations & Corporate Health & Safety Services
55 Lakeshore Blvd. East
Toronto, ON
M5E 1A4



April 1, 2017

Jeff Weston, Lead Negotiator
Ontario Public Service Employees Union
100 Lesmill Road,
Toronto, Ontario
M3B 3P8

LETTER OF AGREEMENT - RE: Bargaining Unit Work


Dear Mr. Weston:

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.

Yours truly,

Arthur Roberts
Director, LCBO Employee Relations & Corporate Health & Safety Services
55 Lakeshore Blvd. East
Toronto, ON
M5E 1A4

A handwritten signature in black ink, appearing to be 'AR' followed by a flourish, located in the bottom right corner of the page.

ADD NEW LETTER OF AGREEMENT RE: GROCERY PROGRAM CHANNEL STORES

April 1, 2017

Jeff Weston, Lead Negotiator
Ontario Public Service Employees Union
100 Lesmill Road
Toronto, Ontario
M3B 3P8

LETTER OF AGREEMENT – RE: Grocery Program Channel Stores

Dear Mr. Weston:

As you are aware, the Government of Ontario has announced that by 2025 up to 450 grocery stores in Ontario will be authorized to sell beer, wine and cider (the "Grocery Program Channel Stores"), and the Government has advised the LCBO that it has no plans to increase that number.

In order to allow the Parties a period of time to assess what effects the Grocery Program Channel Stores may have on the LCBO's operations and employees, for the life of this Agreement the Employer agrees:

- (a) not to close any of its retail stores as a direct result of the opening or operation of any Grocery Program Channel stores; and
- (b) not to layoff any permanent full time employees employed at the stores referenced in (a) above as a direct result of the Grocery Program Channel stores.

Yours truly,

Arthur Roberts
Director
Employee Relations, Corporate Health & Safety



ADD NEW LETTER OF AGREEMENT RE: GRIEVANCE PROCESS

April 1, 2017

Jeff Weston, Lead Negotiator
Ontario Public Service Employees Union
100 Lesmill Road,
Toronto, Ontario
M3B 3P8

LETTER OF AGREEMENT Re: Grievance Process

The Parties acknowledge their common interest in the efficient processing and resolution of grievances as well as methods to promote early stage resolution of grievances, with the goal of minimizing, where appropriate, mediation and/or arbitration.

The Parties also acknowledge that while they may have different interests in the grievance resolution process, at that same time they have a common interest in ensuring and promoting effective labour relations within the grievance resolution process.

Given the above, the Parties agree that within 90 days of the ratification of the Collective Agreement they will meet to discuss the scheduling of grievance meetings, mediation and arbitration with the Grievance Settlement Board (GSB), and will work together in a timely manner to reduce the grievance backlog.

In addition, the Parties also agree to hold joint training provided by the Ministry of Labour ("Ministry") Dispute Resolution Services for representatives involved in the hearing and resolution of grievances from the LCBO (as chosen by the LCBO) and from OPSEU (as chosen by OPSEU). This training will be provided regionally within six (6) months of ratification of the collective agreement.

The training will be a customized workshop with the focus on the following items:

- Effective communications between union stewards and LCBO managers; and
- Review of grievance procedure and tools for effective workplace problem solving.

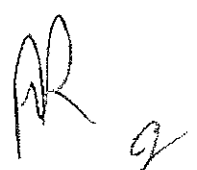
The parties may add additional item(s) to the training workshop if jointly agreed.

The LCBO will cover the Ministry's fee for the Dispute Resolution Services as well as the costs of the venue for such training.

The Union withdraws policy grievance #2016-0999-0038. However, nothing in this letter prevents the Union from filing a grievance regarding the Employer's actions with regard to the scheduling of grievances either at arbitration or at mediation/arbitration in the future.

Yours truly,

Arthur Roberts



Director, LCBO Employee Relations & Corporate Health & Safety Services
55 Lakeshore Blvd. East
Toronto, ON M5E 1A4

May 16, 2013

Ms. M. Alvarado, Lead Negotiator
Ontario Public Service Employees Union
100 Lesmill Road
Toronto, Ontario
M3B 3P8

LETTER OF AGREEMENT -- RE: Health and Safety

Dear Ms. Alvarado:

The Letter of Agreement confirms that Health and Safety issues were discussed extensively during the negotiations 2013.

The parties recognize their mutual interest in ensuring the health and safety of all Employees and are committed to cooperating fully, individually and collectively for the advancement of health and safety.

The parties understand and will comply with their duties and obligations in respect of the Occupational Health and Safety Act and its regulations. The Letter of Agreement is not intended to prevent the employer from developing, implementing, and maintaining policies, programs and guidelines but rather to establish a collaborative relationship between the Employer, the Union, the Provincial Health and Safety Committee and Regional/Local Health and Safety Committees and Health and Safety Representatives.

Furthermore, the PHSC should establish administrative practices for the sharing of relevant information between the Employer and the Regional/Local Health and Safety Committees and to openly engage in discussions related to critical injury prevention, work refusals, unsafe work places and workload.

In addition, the employer agrees that at least one (1) member of the bargaining unit elected/appointed to each workplace safety committee as required by OHSA is a certified member. All members including those from the PHSC shall become certified no later than November 30, 2013. The certification will be done by the Workers Health and Safety Centre for certification training to June 30, 2014 at which time the parties will review the continuation of the service provider. All cost associated with certification training as required by law shall be compensated by the Employer.

Yours truly,

Wayne Zachar,
Director, Employee Relations, Corporate Health & Safety Services



PROPOSE ADD NEW LETTER OF AGREEMENT Re: Post and Fill

April 1, 2017

Jeff Weston, Lead Negotiator
Ontario Public Service Employees Union
100 Lesmill Road
Toronto, Ontario
M3B 3P8

LETTER OF AGREEMENT – RE: Post and Fill

For the purposes of this Letter of Agreement, the Parties agree that effective January 1, 2017 there was a total of 2498 permanent full time (“PFT”) bargaining unit employees in Head Office, Retail Operations and Logistics.

Effective January 1, 2017, when a PFT bargaining unit position becomes vacant in Logistics, Head office and Retail Operations due to attrition (for any reason other than layoff, as defined in Article 6.1), the Employer shall post and fill a PFT position. For Retail Operations and Head office groups, the positions shall be posted within those groups. In Logistics, the positions shall be posted by Facility in which the attrition occurred.

The Employer agrees that such positions will be posted the first Tuesday of January, May and September of each calendar year, unless the Employer requires a particular position to be posted earlier.

Where such posting is filled by an existing PFT employee, a PFT position shall be posted in accordance with this article.

For Retail Operations and Head Office, employees may apply to these postings for the purpose of promotion, transfer or demotion, in accordance with the Collective Agreement, and lateral transfer or demotion requests shall take priority over promotion. For Logistics, employees may apply to these postings for the purpose of promotion or demotion. It is understood that employees must be qualified for the position in order to exercise the above noted options.

An employee shall be given up to twenty-four (24) hours to accept a job offer. In the event the Employer does not receive notification of acceptance from the employee within the twenty-four (24) hours, the offer will be withdrawn.

In the event an employee is offered a position and declines the first job offer, the employee shall remain eligible for any other available remaining position(s) that the employee had identified in their original application, provided that the employee’s seniority permits him or her to do so.

In addition:

- a) Where the LCBO opens a new store (as defined below) which the LCBO classifies as an A store or above, it will post two (2) PFT CSR positions in the Geographic Area in which

that New Store is located;

- b) Where the LCBO opens a new store (as defined below) which the LCBO classifies as an B store, it will post one (1) PFT CSR positions in the Geographic Area in which that New Store is located;
- c) For the purposes of this letter, a new store is defined as:
 - I. A new store which the LCBO classifies as a B store or higher at the time of opening. For greater clarity, this Agreement does not apply to openings of new C and D stores; and
 - II. A New Store does not include a store that is a renovated, relocated, temporary (for example but not limited to summer stores referred to in Article 22.5(b) and trailers), or consolidated store; and

The New Store postings discussed above shall be subject to and will proceed in accordance with the provisions set out in Article 22.10 of the Collective Agreement.

Effective October 1, 2017, twenty-five (25) new PFT positions will be posted in Logistics.

Effective April 1, 2019, twenty-five (25) new PFT positions will be posted.

Effective April 1, 2020, fifty (50) new PFT positions will be posted.

This Letter of Agreement will resolve all outstanding PVR Grievances including PVR (Policy) Grievance No. 2014-0999-0148. This Letter of Agreement will also resolve the 50 Jobs Grievance No. 2014-0999-0065 and the CSR Post and Fill Grievance No. 2016-0999-0037 and Grievance No. 2015-0727-0011. The union agrees not to file any grievances pertaining to the PVR process for 2016.

By the end of this Collective Agreement (March 31, 2021), the Employer will ensure that Casual retail employees do not exceed 70% of the LCBO's retail PFT store workforce. It is agreed that the Employer will disclose the posting and the ratio at PLMC meetings.

There will continue to be to be no obligation to post Permanent Part-Time positions.

Yours truly,

Arthur Roberts
Director, LCBO Employee Relations & Corporate Health & Safety Services
55 Lakeshore Blvd. East
Toronto, ON M5E 1A4

April 1, 2017

Jeff Weston, Lead Negotiator
Ontario Public Service Employees Union
100 Lesmill Road,
Toronto, Ontario
M3B 3P8

LETTER OF AGREEMENT - RE: Logistics Call In Protocol

Dear Mr. Weston:

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 **work** 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. **Such unforeseen work shall be offered by the Employer between 8:00 a.m. and 10:00 a.m.** 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; and
7. **Should fewer than the required number of casual or seasonal employees accept such offers, such work shall be assigned first to fixed term employees, and then, if necessary, to casual employees and seasonal employees in reverse order of seniority.**

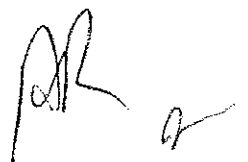
For clarity, "schedule" referenced herein means hours of work posted as per Article 32.1(a) of the Collective Agreement. Further, the terms of this agreement are not intended to apply to overtime situations.

Yours truly,

Arthur Roberts



Director, LCBO Employee Relations & Corporate Health & Safety Services
55 Lakeshore Blvd. East
Toronto, ON
M5E 1A4

Handwritten signature or initials, possibly 'AR', followed by a small mark.

April 1, 2017

Jeff Weston, Lead Negotiator
Ontario Public Service Employees Union
100 Lesmill Road
Toronto, Ontario
M3B 3P8

LETTER OF AGREEMENT - Fixed Term Employment

Dear Mr. Weston:

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

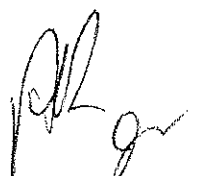
1. An hourly rate of ~~to equal the first step of the CSR grid.~~
 - ~~(a) Effective April 1, 2013 an hourly rate of twelve dollars and twenty one cents (\$12.21)~~
 - ~~(b) Effective April 1, 2014 an hourly rate of twelve dollars and twenty one cents (\$12.21)~~
 - ~~(c) Effective April 1, 2015 an hourly rate of twelve dollars and forty five cents (\$12.45)~~
 - ~~(d) Effective April 1, 2016 an hourly rate of twelve dollars and sixty nine cents (\$12.69)~~
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 1st Monday in May until Labour Day.
 - (b) From the 1st Monday on or after November 15th up to and including December 31st.

LOGISTICS DIVISION

1. An hourly rate of ~~equal to the first step of the casual logistics grid.~~
 - ~~(a) Effective April 1, 2013 an hourly rate of twelve dollars and twenty one cents (\$12.21)~~
 - ~~(b) Effective April 1, 2014 an hourly rate of twelve dollars and twenty one cents (\$12.21)~~
 - ~~(c) Effective April 1, 2015 an hourly rate of twelve dollars and forty five cents (\$12.45)~~
 - ~~(d) Effective April 1, 2016 an hourly rate of twelve dollars and sixty nine cents (\$12.69)~~

~~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 first Monday in ~~May~~ **April** until ~~Labour Day~~ the **2nd Saturday in January.**

For clarity, it is agreed that fixed term employees shall not progress on the CSR grid or the Casual logistics grid, and they shall receive vacation pay in accordance with the *Employment Standards Act, 2000.*

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.

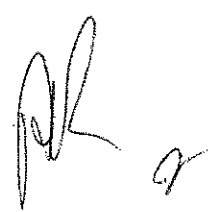
No fixed term employee shall be scheduled for work which has not been offered in accordance with seniority to any permanent full-time and/or permanent part-time employee or seasonal employee who is laid off and on a recall list in the geographic posting area in which the need for fixed term help arises.

Hours of work shall be posted at least two (2) weeks in advance for each establishment.

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 32.

Yours truly,

Arthur Roberts
Director, LCBO Employee Relations & Corporate Health & Safety Services
55 Lakeshore Blvd. East
Toronto, ON
M5E 1A4



ADD NEW LETTER OF AGREEMENT Re: Agency Workers

April 1, 2017

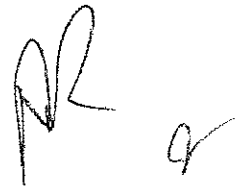
Jeff Weston, Lead Negotiator
Ontario Public Service Employees Union
100 Lesmill Road,
Toronto, Ontario
M3B 3P8

LETTER OF AGREEMENT – RE: Agency Workers

The employer agrees that the Logistics Department will no longer use agency workers in the Logistics Facilities after March 31, 2018, with the exception of agency security workers.

Yours truly,

Arthur Roberts
Director, LCBO Employee Relations & Corporate Health & Safety Services
55 Lakeshore Blvd. East
Toronto, ON
M5E 1A4

Handwritten signature of Arthur Roberts, consisting of the letters 'AR' followed by a stylized flourish.

ADD NEW LETTER OF AGREEMENT Re: Cannabis Act (Legalized Marijuana)

April 1, 2017

Jeff Weston, Lead Negotiator
Ontario Public Service Employees Union
100 Lesmill Road,
Toronto, Ontario
M3B 3P8

LETTER OF AGREEMENT – RE: Cannabis Act (Legalized Marijuana)

During the 2017 round of collective agreement negotiations, the parties discussed the pending federal legislation *Cannabis Act* and the possible impact on the bargaining unit members and the work of the bargaining unit.

Following Royal Assent, the Government of Canada intends to bring the proposed *Cannabis Act* into force no later than July 2018. It is anticipated that at that time, adults would be able to legally possess, grow and purchase limited amounts of cannabis.

Upon coming into force, it is also anticipated that adults would be able to purchase cannabis from a retailer that has been authorized by the province or territory to sell or distribute cannabis.

The Employer undertakes to discuss with the Union any and all Ontario government directives or orders for the LCBO to become a retailer or distributor of cannabis at the appropriate time.

If the Employer is directed or ordered by the Ontario government to retail cannabis through the existing Liquor Control Board of Ontario, or a successor entity as defined under the *Labour Relations Act, 1995* the Employer agrees to voluntarily recognize any new or changed bargaining unit classifications that are required by enacting any and all Ontario government directives or orders in relation to the sale of cannabis.

Yours truly,

Arthur Roberts
Director, LCBO Employee Relations & Corporate Health & Safety Services
55 Lakeshore Blvd. East
Toronto, ON
M5E 1A4



ADD NEW LETTER OF AGREEMENT Re: Benefits

April 1, 2017

Jeff Weston, Lead Negotiator
Ontario Public Service Employees Union
100 Lesmill Road,
Toronto, Ontario
M3B 3P8

LETTER OF AGREEMENT – RE: Benefits

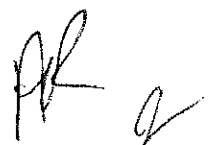
Dear Mr. Weston,

The Employer will offer the following two benefit enhancements applicable to PFT employees, PPT employees and Seasonal employees who may be entitled to benefits under the plan as per Section 12 of Appendix 4—Seasonal Employees of the Collective Agreement:

1. Optional, employee paid Out of Country medical coverage will be made available effective January 1, 2018.
2. The Employer agrees to increase the current coverage under the plan to one (1) year of coverage after death.

Yours truly,

Arthur Roberts
Director, LCBO Employee Relations & Corporate Health & Safety Services
55 Lakeshore Blvd. East
Toronto, ON
M5E 1A4



ADD NEW LETTER OF AGREEMENT RE: HEAD OFFICE RELOCATION

April 1, 2017

Jeff Weston, Lead Negotiator
Ontario Public Service Employees Union
100 Lesmill Road
Toronto, Ontario
M3B 3P8

LETTER OF AGREEMENT – RE: Head Office Relocation

During the 2017 collective agreement negotiations, the sale of the LCBO head office was discussed and its impending relocation.

The Employer agrees to meet with the Union's Provincial Labour Management representatives and affected local presidents to provide updates on the head office relocation plans that materially and substantively affect the terms and conditions of employment of bargaining unit employees.

Yours truly,

Arthur Roberts
Director, LCBO Employee Relations & Corporate Health & Safety Services
55 Lakeshore Blvd. East
Toronto, ON
M5E 1A4

