COLLECTIVE AGREEMENT

BETWEEN:

THE LIQUOR CONTROL BOARD OF ONTARIO
(hereinafter referred to as the "Employer")

- and the -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
on behalf of its LIQUOR BOARD EMPLOYEES DIVISION
(hereinafter referred to as the "Union")

TERM OF THIS AGREEMENT

From and including April 1, 2013
up to and including March 31, 2017

Sector 26
9-998-654-201703331-26

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PREAMBLE

1. The general purpose of this Agreement is to establish and continue harmonious relations between the Employer and the employees covered by this Agreement and consistent therewith to provide procedures for the prompt and just disposition of differences and grievances.

2. It is understood that the provisions of this Agreement apply equally to male and female employees.

ARTICLE 1 – Recognition

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

1.1 (a) The Employer recognizes the Union as the exclusive bargaining agent for all employees in the classifications shown in the Salary and Classification Schedule appended hereto save and except those classifications set out in Appendix 1. The Employer agrees to review with the Union, any new excluded classifications before commencing recruiting/posting procedures. Should the parties disagree as to whether such new classifications are to be excluded, the matter shall be referred to the Ontario Labour Relations Board and the criteria for exclusions as per the Ontario Labour Relations Act shall determine the status of such classifications.

(b) Solely for the matters dealt with in Article 32, Casuals, the Employer recognizes the Union as the exclusive bargaining agent for employees employed as casuals. The parties also agree that this provision continues to apply to casual employees, during any period of time they retain seasonal status in accordance with the terms set out in the appendix applicable to seasonal employees.

(c) The Union acknowledges that it is the exclusive function of management to:

- maintain order, discipline and efficiency;
- hire, dismiss, transfer, classify, assign, appoint, promote, demote, layoff, recall, suspend or otherwise discipline employees subject to the right to grieve as provided for in this Agreement;
- manage the operation and without restricting the generality of the foregoing, the right to plan, direct and control operations, direct its employees, determine complement, methods and the number, location and class of employees as required from time to time, the scheduling and assignment of work, cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this agreement.

The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

1.2 The Union will be provided with copies of the class standards and any amendments as they are made from time to time. Prior to the implementation of amendments the Union will be provided with the opportunity to consider and respond to the Employer's proposals.

1.3 In the event the Employer introduces a new classification during the life of the Agreement, it shall immediately notify the Union of such classification and the proposed rate. If there is disagreement as to the rate the Employer and the Union shall meet to discuss a rate for the classification and, failing settlement, the Union may process a grievance, commencing under Article 28.5.

1.4 (a) The Employer agrees to recognize Union Representatives, which includes elected Local Union Presidents, Local Unit Stewards, Stewards, Officers of the Union's executive, OPSEU Staff Representatives assigned to the LBED and other Union members authorized to engage in official Union business, as designated by the Union.

(b) The Union shall provide the Employer with an updated list annually of its Union Representatives, as defined in Article 1.4 (a). The Union shall notify the Employer of any revisions to this list, as they occur.

(c) For purposes of lay-off only, up to forty (40) Local Presidents, Unit Stewards, and members of the Divisional Executive Committee shall hold top seniority in his/her Union Local, during their term of office, provided the Employer has work available which they are qualified to perform.

1.5 (a) A pool of nine hundred (900) days shall be established for the use of Union Representatives as defined in Article 1.4 (a) in each calendar year. At the written request of the Union of at least seven (7) days, where practical, and with the approval of the Employer, Union Representatives shall be entitled to be absent from work to attend to their official Union duties and such absences shall be charged against the established pool. If a Union Representative requires a portion of a day to attend to their official Union duties, such absence shall be charged against the pool on a pro rata basis. The leave shall be without loss of pay, credits or regular days off.

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

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

(ii) During such leaves of absence the salary of the Union Representative, as defined in Article 1.4 (a), shall be maintained with the Union reimbursing the Employer for any salary and benefits paid for the Union Representative. The parties agree that union time off invoices will be reconciled by the parties within forty five (45) calendar days of submissions by the employer.

The Union shall make reimbursements within sixty (60) calendar days from the date such invoices have been reconciled by both parties.

(iii) The Union shall notify and seek approval from the Employer at least seven (7) days in advance for all requests for unpaid leaves.

(c) Where time is approved, under Article 1.5 (a) for a Casual, PPT or Seasonal employee, the employee shall be compensated for, and the pool charged for, regular hours of work for which the employee is scheduled at the time of the request. Where the request is received prior to the schedule being posted, the employee will be compensated, and the pool charged for regular hours the employee would otherwise have been scheduled at the time the schedule is posted, as per the requirements of the Collective Agreement.

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

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

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

1.9 The Employer agrees to recognize and deal with the Negotiating Committee of employees selected by the Union which may be assisted by assigned Union staff for the purpose of negotiating a renewal of this Agreement in conformity with the provisions hereof. The parties agree that this paragraph limits the number of LCBO members on the Union Negotiating Committee to five (5).

1.10 Upon notification to and with the approval of the Employer the members of the Negotiating Committee shall be entitled to be absent from work for the purpose of attending collective agreement negotiations without loss of regular pay, vacation credits or regular days off over and above the maximum allowed under Article 1.5 (a).

1.11 It is understood that the leaves requested by the Union may be withheld if such leaves disrupt the Employer's operations.

1.12 The assignment of seniority based rights under this Agreement shall be determined in accordance with the following provisions:

(a) Should a comparison be required between the seniority of permanent full-time, permanent part-time and/or casual employees, including but not limited to the displacement of employees under Article 6 or 48, employees with permanent full-time seniority shall be considered first, then employees with permanent part-time seniority and finally employees with casual seniority. Casual employees who have attained seasonal status shall maintain their casual seniority for the purposes of this Article.

(b) If, as the result of being declared surplus under Article 6 of this Agreement a permanent full-time employee has displaced a permanent part-time, seasonal or casual employee the seniority of the surplus permanent full-time employee shall supersede the seniority of other permanent part-time, seasonal and casual employees during the period of his/her employment in a permanent part-time, seasonal or casual position.

(c) If, as the result of being declared surplus under Article 48 of this Agreement a permanent part-time employee has displaced a casual employee the seniority of the surplus permanent part-time employee shall supersede the seniority of other casual employees during the period of his/her employment in a casual position.

ARTICLE 2 - Harassment and Discrimination

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

2.1 (a) The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in

the Union, or because of the exercise by an employee of a right under this Agreement or under the Crown Employees Collective Bargaining Act.

(b) There shall be no discrimination or harassment practised 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 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 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.

2.4 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.

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 or during the working hours of an employee, except as provided for in this Agreement.

(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.

3.2 The Employer agrees to permit the use of the cafeteria in Head Office by the Union for the purpose of meetings with its membership provided such meetings are conducted after working hours and that written notice of such meetings is given to the Employer by the Union and that expenses involved are the responsibility of the Union.

3.3 It is agreed the Employer and the Union may enter into local negotiations, such that are appropriate as not being excluded by the provisions of the Crown Employees Collective Bargaining Act. Such negotiations shall not be subject to the mediation and arbitration procedures under the Act, provided, however, that nothing shall preclude a grievance alleging a violation of the Collective Agreement in the said Act. Employees attending meetings for this purpose shall be given time off with no loss of pay, or credits to attend such meeting provided prior approval has been granted by his/her Supervisor.

The Employer agrees that Union Representatives, as defined in Article 1.4 (a) may visit the Employer's premises and confer with employees under proper authority of the Employer, which shall not be unreasonably withheld.

3.4 The Employer agrees to permit the Union to post notices pertaining to Union business in Employer's establishments provided such notices receive the Employer's approval before being posted and such notices shall not be unreasonably withheld from posting.

3.5 **Premises Visits**

The Employer agrees that Union Representatives, as defined in Article 1.4 (a) may visit the Employer's premises and confer with employees under proper authority of the Employer, which shall not be unreasonably withheld. The Union agrees to follow the Employer's policy "Premises Visits Protocol", during all Union Representative visits to the Employer's premises.

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 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 4 - Dues and Information

4.1 Each employee shall have deducted from his/her regular pay the equivalent of the membership dues of the Union.

4.2 The term "membership dues" shall mean the regular dues of the Union as duly authorized by its membership in conformity with the Constitution of the Union.

4.3 The deductions made pursuant to Article 4.1 shall continue for the term of this Agreement. All monies so deducted shall be remitted to the Union within two (2) weeks of the date that the deductions were made.

4.4 (a) The Employer shall supply the Union with lists on written request showing the names of the members of the bargaining unit of the Union together with their departments and/or store numbers, classification, social insurance number and gender, present salary step, date of appointment, date of continuous service, seniority and home address, not more than twice a year.

(b) The Employer shall provide the Union, each February, with the names, rates of pay and work location for any seasonal employees employed on December 31 of the previous year.

4.5 The Employer shall also supply, on written request by the Union, no more than twice yearly a listing of all employees within the bargaining unit alphabetically by classification.

4.6 The Employer agrees to supply the Union, monthly, with the names and dates of termination of any full-time employees in the bargaining unit.

4.7 The Union shall supply to the Employer a list containing the names of Union Representatives, as defined in Article 1.4 (a), their store or department numbers and the numbers and locations of the stores or departments for which they are responsible. Changes to this list shall be in writing as they occur.

4.8 The Union agrees to compensate the Employer for direct costs associated with any required systems, systems development, and computer time required to produce information. The Union will provide ancillary items (i.e. tapes, reels, discs, etc.) required to the appropriate standards of the Employer.

4.9 The Employer will continue to provide information which will include the employee's social insurance number and gender. This information will be provided in a form and format appropriate to the needs of the Union.

ARTICLE 5 - Seniority

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

5.1 Unless otherwise specified in this Agreement, an employee's seniority will accumulate upon completion of a probationary period of not less than six (6) months and will be calculated from his/her first day of work of his/her most recent appointment to the permanent staff of the Employer.

5.2 A casual employee who is appointed to permanent staff shall begin employment as permanent staff with a fixed seniority date that shall be equal to his/her first day of employment as permanent staff.

5.3 An employee will lose all seniority and his/her employment shall be deemed to be terminated if:

(a) An employee resigns or retires; or

(b) An employee is dismissed unless such dismissal is reversed through the grievance procedure; or

(c) An employee is absent without leave in excess of ten (10) consecutive working days.

5.4 Where two (2) or more employees have the same permanent full-time seniority date, the following shall be used as a tie-breaking method:

(a) For those employees appointed to permanent staff prior to July 1, 1996, the alphabetical listing by employee surname shall be used as a tie-breaker.

(b) For those permanent full-time employees appointed to permanent staff on or after July 1, 1996, the employee's casual seniority date shall be the first tie breaking method. In the event of an ongoing tie, the final tie breaking method shall be the assigned employee number, with the lowest number being the most senior.

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.)

6.1 (a) Where a lay-off may occur for a period in excess of ninety (90) calendar days by reason of shortage of work or funds or the abolition of a position or other material change in organization, the identification of a surplus employee in an establishment and subsequent assignment, displacement or lay-off shall be in accordance with seniority subject to the conditions set out in this article.

(b) The Union shall meet with the employer to explore alternative ways to mitigate the impact of the surplus.

(c) An employee, shall be accompanied and represented by the Local President or designate and/or OPSEU Staff Representative when an employee is being advised of his/her options as per Article 6.

6.2 For the purpose of this Article:

(a) An "establishment" is an employee's headquarters at or from which an employee normally performs his/her duties.

(b) (i) A "work area" includes all Employer establishments within the geographic posting area of any given establishment.

(ii) In the event that there are fewer than five (5) establishments in the work area defined under (i) above, the five (5) establishments nearest the given establishment shall constitute that establishment's work area.

(iii) The current geographic posting areas shall not be altered by the Employer during the term of this agreement unless otherwise agreed between the parties.

(c) It is understood that when it is necessary to assign surplus employees in accordance with this article, the provisions of Article 22 shall not apply.

6.3 (a) Where an employee is identified as surplus, he/she shall be assigned on the basis of his/her seniority to a vacancy in his/her work area, provided he/ she is qualified to perform the work and the salary maximum of the vacancy is not greater than two percent (2%) above nor sixteen percent (16%) below the maximum salary of his/her class in the following sequence:

- a vacancy which is in the same class or position as the employee's class or position;
- a vacancy in a class or position in which the employee has served since his/her appointment date;
- another vacancy.

(b) Where an employee is assigned under (a) above to a position in a class with a lower maximum salary than the maximum salary for the class of the position from which he/she was assigned, he/she shall continue to be entitled to salary progression in accordance with Article 22.1 to the maximum salary of the higher classification, including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the assignment takes effect.

6.4 With mutual consent (employee and Employer), a surplus employee shall be assigned on the basis of his/her seniority to a vacant position in another work area provided he/she is qualified to perform the work and the salary maximum of the vacancy is not greater than two percent (2%) above nor sixteen percent (16%) below the maximum salary of his/her class. In those cases where the employee accepts a position outside of his/her work area and the distance from his/her residence is greater than fifty (50) kilometres the Employer agrees to the

reimbursement of approved relocation expenses up to five thousand dollars ($5,000.00). Approved relocation expenses are identified in the Employer's Administration Manual.

6.5 An employee who does not accept an assignment in accordance with Article 6.3, shall be laid off and the provisions of Article 6.7 shall not apply.

6.6 Where an employee has not been assigned to a vacancy in accordance with Articles 6.3 or 6.4, he/she shall be subject to lay-off in accordance with the following applicable provisions.

6.7 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.

(d) Failing the opportunity for displacement under (c) above, the Employer will review any permanent part-time positions within the surplus employee's work area in descending order of hours until a position is found where the surplus employee has more seniority than the employee occupying the position. 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.

(f) (i) Failing the opportunity for displacement under (d) above, the Employer shall review casual work requirements in the surplus employee's work area until a work site is found where the surplus employee's seniority exceeds the casual employee's seniority. Such employee(s) shall be displaced by the surplus employee provided that the surplus employee agrees to such a placement.

(ii) A permanent full-time employee who displaces a permanent part-time employee shall retain his/ her permanent full-time seniority during his/her status as a permanent part-time employee.

(iii) A permanent full-time employee who displaces a seasonal or casual employee shall retain his/her permanent full-time seniority during his/her status as a seasonal or casual employee.

(g) An employee may elect to waive one (1) or more of their displacement rights under Article 6.7 for the purpose of avoiding the need to travel to a new establishment.

6.8 Where no displacement is possible under Article 6.7 or where an employee chooses not to exercise those rights, he/she shall be laid off.

6.9 An employee who intends to exercise his/her rights under Article 6.7 must notify the Employer as far in advance as possible but not later than two (2) weeks from the date the employee is notified of being surplus. Where the employee fails to notify the Employer within the two (2) weeks specified, he/she shall be deemed to have opted to be laid off.

6.10 An employee who is displaced by an employee who exercises his/her rights under Article 6.7 shall be declared surplus and the provisions of this article shall apply.

6.11 **Notice of lay-off or pay in lieu**

An employee shall receive a notice of lay-off or pay in lieu thereof as follows:

One (1) weeks' notice for each year of seniority with a minimum of four (4) weeks and a maximum of fifteen (15) weeks, with copies of such notice to the Union.

6.12 **Recall**

An employee who is laid off shall be placed on a recall list.

6.13 An employee on the recall list, or an employee who has exercised his/her rights under Articles 6.7 (d) or 6.7 (e), shall be notified of all vacancies, including those posted in accordance with Article 22. Notices shall be forwarded by registered mail to the employee's last known address. Such employee shall be assigned to the vacancy if:

(a) he/she applies therefore within fourteen (14) days, and

(b) he/she has the greatest seniority amongst the eligible applicants, including those who are being considered in accordance with Article 22.5 (a) and he/she is qualified to perform the work.

(c) Employees assigned under this article shall not be required to serve a probationary period.

6.14 Except as specified in Article 6.4, relocation expenses resulting from any assignments under this article shall be the responsibility of the employee.

6.15 Where an employee who has been laid off is assigned under this article to the same position or a position in the same class as the position he/she occupied at the time of lay-off, he/she shall

be assigned to the step within the salary range applicable to the position, equivalent to the step at which he/she was paid at the time of lay-off.

6.16 Where an employee is assigned under this article to a position with a classification having a different maximum salary than the maximum salary of the employee's position prior to assignment or lay-off, the employee shall be paid at the rate closest to but not greater than the rate he/she was receiving prior to the assignment or lay-off. This provision shall not apply to an employee promoted under Article 6.13.

6.17 Where an employee who has been laid off or who has displaced a seasonal or casual employee is reassigned to a permanent position his/her seniority shall be deemed to be continuous.

6.18 An employee shall be removed from the recall list after two (2) years of continuous lay-off.

6.19 In no case will the Employer train a new employee for a vacancy or a new position where there is a surplus employee who has not been assigned under any other provision of this Article or any person who has rights under Article 6.13 who could qualify for the vacancy through the same training program, and where that surplus employee or other person agrees to accept retraining in lieu of all other rights set out in this Article.

6.20 The Employer shall provide the Union with recall lists and amendments thereto.

6.21 **Separation Allowance**

Where an employee resigns from his/her employment with the Employer within two (2) weeks after receiving notice of lay-off under Article 6.11 he/she shall be entitled to a separation allowance as follows:

(a) One thousand dollars ($1,000.00) for one (1) year of seniority or more, but less than five (5) years.

(b) Two thousand dollars ($2,000.00) for five (5) years of seniority or more, but less than ten (10) years.

(c) Three thousand dollars ($3,000.00) for ten (10) years of seniority or more, but less than fifteen (15) years.

(d) Four thousand dollars ($4,000.00) for fifteen (15) years of seniority or more, but less than twenty (20) years.

(e) Five thousand dollars ($5,000.00) for twenty (20) years of seniority or more.

In addition and upon request, he/she shall be provided assistance with resume preparation, job search skills, and where possible, notification of any retraining and/or job skill development opportunities, provided the employee requests the assistance within twelve (12) months of resignation.

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 For the purpose of this Article:

(a) "Overtime" means a period of work computed to the nearest fifteen (15) minutes and,

(i) performed on a regular working day in excess of the regular working period consisting of at least fifteen (15) minutes, or,

(ii) performed on a holiday or other day that is not a regular working day but shall not occur where the work performed is due to shift rotation.

(b) The starting time of the work week shall be Monday, 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 to 12:00 midnight Saturday.

Day Shifts	(1 hr. unpaid lunch) 8:00 a.m. to 5:00 p.m. 8:30 a.m. to 5:30 p.m. 9:00 a.m. to 6:00 p.m. 9:15 a.m. to 6:15 p.m. (where 6:00 p.m. is the normal closing for that day)
Afternoon Shifts	(1/2 hr. unpaid lunch) 12:00 noon to 8:30 p.m. 1:00 p.m. to 9:30 p.m. 2:00 p.m. to 10:30 p.m. 3:00 p.m. to 11:30 p.m.
Afternoon Shifts (Depots Only)	(1/2 hr. unpaid lunch) 12:00 noon to 8:30 p.m. 1:00 p.m. to 9:30 p.m. 2:00 p.m. to 10:30 p.m. 3:00 p.m. to 11:30 p.m. 4:00 p.m. to 12:30 a.m. 5:00 p.m. to 1:30 a.m.
Night Shifts	11:00 p.m. to 7:30 a.m. (1/2 hr unpaid lunch)

Employees in retail stores who work on the night shift shall be scheduled for a minimum of one (1) full week, Monday through Friday inclusive, in accordance with 7.16 below. Night shifts implemented under this arrangement shall not be subject to the rotational requirements of Article 7.14.

(ii) Logistics – Facilities and Private Stock

The work week for Facilities and Private Stock shall be from 12:01 a.m. Monday to 12:00 midnight Friday.

Day Shift	(1/2 hr. unpaid lunch)	
	4:20 a.m. to 12:20 p.m.	
	8:00 a.m. to 4:00 p.m.	(VAX System Operators)
	7:00 a.m. to 3:00 p.m.	(Security)
	7:45 a.m. to 3:45 p.m.	(Tiers and Tunnels – Durham and a single maintenance employee also works this shift)
	8:00 a.m. to 4:00 p.m.	(other employees)

The second fifteen (15) minute rest period, as described in Article 7.13, will be scheduled for the last fifteen (15) minutes of the scheduled shift.

Afternoon Shift	(1/2 hr. unpaid lunch)	
	12:20 p.m. to 8:20 p.m.	(VAX System Operators)
	3:00 p.m. to 11:00 p.m.	(Security)
	3:45 p.m. to 11:45 p.m.	(Durham Facility – Tiers and Tunnels only)
	4:00 p.m. to 12:00 midnight	(other employees)

The second fifteen (15) minute rest period, as described in Article 7.13, will be scheduled for the last fifteen (15) minutes of the scheduled shift.

Night Shift	(1/2 hr. unpaid lunch)	
	8:20 p.m. to 4:20 a.m.	(VAX System Operators)
	11:00 p.m. to 7:00 a.m.	(Security)
	11:45 p.m. to 7:45 a.m.	(Durham Facility – Tiers and Tunnels only)
	12:00 midnight to 8:00 a.m.	(other employees)

The second fifteen (15) minute rest period, as described in Article 7.13, will be scheduled for the last fifteen (15) minutes of the scheduled shift.

Night shifts implemented under this arrangement shall not be subject to the rotational requirements of Article 7.14. This is not applicable to those employees currently working in classifications operating on a three (3) shift rotation. (e.g. VAX System Operators, Security Officers, Maintenance employees and Console Operators)

(iii) LCBO Head Office and Warehouse Offices

(Monday through Friday, inclusive)

Between 7:30 a.m. and 9:30 a.m. to between 3:30 p.m. and 5:30 p.m.

Logistics Warehouse Offices (Operations Clerks)
(Monday through Friday, inclusive)

Day Shift (1/2 hr. unpaid lunch)
Between 7:30 a.m. and 9:30 a.m. to between 3:30 p.m. and 5:30 p.m.

Afternoon Shift (1/2 hr. unpaid lunch)
4:00 p.m. to 12:00 midnight

Night Shift (1/2 hr. unpaid lunch)
12:00 midnight to 8:00 a.m.

Security Staff at the Head Office Desk

Security staff at the Head Office desk shall be scheduled as follows on a seven (7) day schedule:

Day Shift
6:30 a.m. to 2:30 p.m.

Afternoon Shift
2:30 p.m. to 10:30 p.m.

Night Shift
10:30 p.m. to 6:30 a.m.

The shifts worked by these employees are subject to the rotational requirements set out in Article 7.14. These employees shall also receive, on the night shift a fifteen (15) minute rest break during each half shift.

(iv) Retail POS/Help Desk

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

Day Shifts
7:30 a.m. to 4:30 p.m. (1 hr. unpaid lunch)
8:30 a.m. to 5:30 p.m. (1 hr. unpaid lunch)
11:15 a.m. to 7:45 p.m. (1/2 hr. unpaid supper)
Afternoon Shift
3:00 p.m. to 11:30 p.m. (1/2 hr. unpaid supper)

(Saturday)

Day Shift
7:30 a.m. to 4:00 p.m. (1/2 hr. unpaid lunch)
8:30 a.m. to 5:00 p.m. (1/2 hr. unpaid lunch)
11:15 a.m. to 7:45 p.m. (1/2 hr. unpaid lunch)

Afternoon Shift
3:00 p.m. to 11:30 p.m. (1/2 hr. unpaid supper)

(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.

Night Shift (As Required for POS Installations)
11:00 p.m. to 7:30 a.m. (½ hr. unpaid lunch)

(v) Head Office Computer Operators
(Monday through Friday, inclusive)

Day Shift
7:00 a.m. to 3:15 p.m. (1 hr. unpaid lunch)

Afternoon Shift
3:00 p.m. to 11:15 p.m. (1 hr. unpaid lunch)

Night Shift
11:00 p.m. to 7:15 a.m. (1 hr. unpaid lunch)

The shifts worked by these employees are subject to the rotational requirements set out in Article 7.14.

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

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

*Day Shift
Between 7:30 a.m. and 11:30 a.m. to between 4:30 p.m. and 8:30 p.m.
(1 hr. unpaid lunch)
*Afternoon Shift
Between 12:00 p.m. and 3:00 p.m. to between 8:30 p.m. and 11:30 p.m.
(1/2 hr. unpaid lunch)

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.

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

(b) Normal hours of work may be subject to change by the Employer depending upon local conditions.

(c) Employees classified as Stationary Engineers, Field Auditors, Systems Officers 1, Systems Officers 2 and Systems Officers 3 who perform authorized work in excess of their respective hours, in excess of eight (8) hours per day or forty (40) hours per week or seven and one quarter (7 1/4) hours per day or thirty six and one quarter (36 1/4) hours per week, they shall be paid at overtime rates as defined in Article 7.6 and 7.7.

(d) Where an employee covered by section (a)(i) above is required to work before twelve (12) hours have elapsed since the completion of the employee's previous shift, he/she shall be paid time and one-half (1 1/2) for those hours that fall within the twelve (12) hour period.

(e) An employee who is scheduled to work the second shift on one day will not be scheduled to work beyond 6:00 p.m. on the day immediately following, if scheduled to work the day shift.

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

(b) A store employee may, with proper notification, opt to have his/her scheduled day off occur immediately before and after his/her vacation period.

(c) Where an employee works in a store that observes a weekly closing day the employee is allowed to substitute the Saturday as the employee's weekly day off, in the week the paid holiday occurs provided the Employer's operations are not disrupted.

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

7.6 **Overtime**

(a) Authorized work performed in excess of the employee's normal work day shall be paid at the rate of one and one half (1 1/2) times the normal hourly rate of the employee unless otherwise provided in this Agreement. All work performed on any second consecutive day of overtime shall be paid at double the employee's normal rate of pay. It is understood that an employee is to receive double rates when the employee works on the employee's second scheduled day off.

(b) Where there is a requirement for overtime to be worked, it shall first be offered to full-time employees on a rotational basis. Where sufficient personnel do not volunteer, such overtime shall then be offered to permanent part-time employees or in logistics facilities to seasonal employees and then to casual employees. Failing sufficient volunteers, overtime would be assigned to the least senior qualified employee.

(c) Field Auditors, Systems Officers 1, Systems Officers 2, and Systems Officers 3 who perform authorized work under Article 7.2 shall take lieu days in payment of such overtime work providing work demands on Field Auditors, Systems Officers 1, Systems Officers 2, and Systems Officer 3 are such to permit the Employer to grant such lieu days no later than the end of the second month following the month in which the overtime occurred. Where this is not the case, persons in these classifications shall be paid overtime rates in accordance with Article 7.6 (a).

(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.

(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.

7.7 Overtime rates shall be applicable from the time an employee completes his/her normal work day determined from the time he/she commences work, but only if a minimum of fifteen (15) minutes in excess of the normal hours are worked, and overtime rates shall be paid to the nearest fifteen (15) minutes. An employee who works three (3) hours in excess of his/her normal working hours shall receive one half (1/2) hour off with pay for a lunch period.

7.8 Authorized work performed in excess of five (5) regular days during any week, or five (5) days less one (1) day for each paid holiday (as defined in Article 8) during that week, shall be paid at the overtime rates, subject to the other provisions of this Agreement.

7.9 Scheduled overtime worked shall be paid to the incumbent in accordance with the provisions herein established. In the event such overtime is declared unnecessary, employees who report for work at the start of the scheduled overtime shift will be provided with at least one half (1/2) of the originally scheduled work. The provisions of this clause shall not apply where the employee has been notified by the Employer not to report for said shift at least twelve (12) hours before the start of the shift. Further, the provisions of this clause shall not apply in the event that the Employer's inability to provide work is due to reasons beyond its control as, for example, but not limited to: fire, flood, major mechanical difficulties, including hydro power interruptions.

7.10 (a) Where an employee is required to report for any period of work on a day that is not a regular working day, or on his/her scheduled day off, he/she shall be entitled to a credit of a minimum of four (4) hours of pay at overtime rates, but where an employee performs work for more than four (4) hours after being so required to report for work, he/she shall be entitled to a minimum of the normal daily hours of work at the overtime rate as set out in the Salary and Classification Schedule.

(b) An employee who leaves his/her place of work and is subsequently called back to work prior to the starting time of his/her next scheduled shift shall be paid a minimum of four (4) hours of pay at the overtime rate.

7.11 Two (2) or more kinds of overtime will not be paid for the same hours worked.

7.12 **Acting Pay**

(a) The Employer agrees to pay a premium of eighteen dollars ($18.00) per day to an employee acting for the Store Manager in his/her absence, provided he/she is assigned to act for a minimum of three (3) consecutive hours. Such premium will not be paid to an Assistant Manager in charge of the second shift. However, it would be applicable to other employees in charge of the store during the Manager's absence, while working the second shift.

(b) An employee (other than those in (a) above) designated by the Employer to replace another employee in a higher classification shall receive a premium of two dollars ($2.00) per hour for each hour such duties are performed provided he/she works one (1) shift in the higher classification. Acting pay shall not exceed the maximum of the salary range of the higher classification.

7.13 **Rest Periods**

(a) There shall be one (1) fifteen (15) minute rest period during each half (1/2) shift or each half (1/2) work day. Such rest period shall be at times designated by the Store Manager or Department Head (except with respect to rest periods referred to in Article 7.2).

Employees covered by Article 7.2 (a) (iii):

(b) The second rest period as described in Article 7.13 (a) will be scheduled at the end of the scheduled shift, except, where at the request of the employee and where reasonable accommodation can be made and with the approval of the Manager, the rest period may be scheduled at some other time during the latter half of the shift;

(c) The prescribed hours of work will conform with those established in Section 7.2 (a) and in the Salary and Classification Schedule for the applicable classifications.

7.14 **Shift Rotation**

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.

7.15 **Shift Premium**

(a) An employee shall receive a shift premium of one dollar ($1.00) per hour for all regular hours worked between 6:00 p.m. and 7:00 a.m. Where more than fifty percent (50%) of the

hours, inclusive of lunch and rest periods, fall within this period the premium shall be paid for all hours worked.

(b) An employee working on the night shift as defined in 7.2 (a) above, shall be paid a premium of two dollars ($2.00) per hour for each hour worked.

(c) An employee who works the night shift and receives the premium set out in (b) above shall not also be eligible for the premium set out in Article 7.15 (a).

(d) Shift premium shall not be considered as part of an employee's basic hourly rate.

7.16 **Night Shift**

Except for employees which are currently working on a three (3) shift basis (VAX Operators, Security Guards, Maintenance and Console Operators) such work shall be offered in the following manner and sequence:

(a) Night shift requirements shall be posted within the applicable work-site. The posting shall specify that successful applicants shall not be required to remain on the night shift in excess of six (6) months. In the event that the requirement exceeds six (6) months, there shall be a subsequent posting and the incumbent employees will be entitled to re-apply should they be interested.

(b) Employees interested in the night shift shall apply to the posting and the night shift requirements shall be filled in order of seniority from qualified applicants.

7.17 It is understood and agreed that other arrangements regarding hours of work and overtime may be entered into between the parties with respect to variable work days or variable work weeks which includes compressed work week arrangements.

7.18 **Shift Rotation for Logistics Employees**

(a) This Article (7.18) is applicable to permanent full time employees working in Durham, London, Toronto, Ottawa and Thunder Bay logistics facilities and replaces the provisions of Articles' 7.14 and 7.16 of the Collective Agreement for Logistics employees only. Preferred shifts will be fixed (non-rotational), on a semi-annual basis January 1st to June 30th and July 1st to December 31st.

(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.

(c) The Employer shall determine the necessary shift requirements based upon operational needs, job function and required skills. Permanent full time employees will be assigned to regular shifts as defined in Article 7 on the following basis:

(i) Qualified permanent full time employees will be solicited to identify their preferred shift first by seniority on a voluntary basis to fulfill the requirements in (c) above.

(ii) Failing sufficient volunteers, the employer will fill the remaining shift requirements – Casual employees starting with the junior most Casual. (**NOTE:** For the purposes of this clause Seasonal employees will be considered to be Casual employees.)

(iii) Where there are no qualified Casual Employees, the employer will fill the remaining shift requirements by assigning qualified permanent full time employees starting with the junior most permanent full time employee.

(iv) Where a permanent full time employee is not qualified to be assigned to the shift of his/her preference within his/her classification and junior qualified employees within the same aforementioned classification have been assigned to that shift, then such employee may request to be included in training initiatives undertaken by the employer at his/her Retail Service Centre, provided such training initiatives directly relate to the required qualifications for the shift of his/her preference. The employer will endeavor to provide the necessary training within six (6) months.

(v) Where a permanent full time employee is not assigned to his/her shift of preference within his/her classification because there are no junior employees within the same aforementioned classification qualified to perform the work on the shift that he/she has been assigned to, the employer will endeavor to provide the necessary training to a junior employee within a six (6) month period.

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

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

(d) Employees requesting a change to their regular shift must forward their request in writing to their Manager on or before December 1st for the January 1st to June 30th period, or on or before May 1st for the July 1st to December 31st period.

(e) It is understood that no PFT employees will be assigned to a shift other than day shift while a casual is scheduled to the same job task on the day shift.

(f) All disputes under this Article will first be referred to the Local Labour Management Committee for resolution. Failing resolution, the affected employee(s) may file a grievance at Stage 2 of the grievance procedure.

ARTICLE 8 - Paid Holidays

(Applicable to Permanent Full-time)

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, such holiday shall be deemed to be a paid holiday.

8.2 Special holidays as proclaimed by the Governor-General or Lieutenant Governor as referred to in Article 8.1 which are granted during vacation leave shall be computed as part thereof but no other holidays shall be computed therein.

8.3 Where a paid holiday occurs on a Saturday or Sunday that is not a regular working day for that employee's classification, employees shall be granted a day in lieu of such paid holiday as allocated by the Employer.

8.4 In addition to the entitlement to holiday pay, where an employee is required to perform work on a paid holiday (refer to Article 8.1), he/she shall also be entitled to receive payment in the amount of two (2) times their regular straight time hourly rate for all hours worked on the holiday.

8.5 For the purpose of this Article: "holiday" means a day on which a holiday falls or the day that is allowed in lieu thereof when the employee is required to work on the day of the holiday.

8.6 In addition to the entitlement to holiday pay, where an employee is required to report for any period of work on a paid holiday (refer to Article 8.1), he/she shall be paid a minimum of four (4) hours at two (2) times their normal hourly rate of pay. Where an employee performs work in excess of four (4) hours, he/she shall be entitled to a minimum of the normal daily hours of work at two (2) times their regular hourly rate of pay as set out in the Salary and Classification Schedule.

8.7 Employees in receipt of premium payments contained in this article are not entitled to any other premiums contained in the collective agreement, with the exception of the premiums set out in Article 7.12 (a).

ARTICLE 9 - Vacation and Vacation Credits

(Applicable to Permanent Full-time)

9.1 An employee may request vacation leave of absence only to the limit of his/her accumulated vacation credits. Accumulated vacation credits shall be reduced by the vacation leave of absence taken.

9.2 An employee who leaves the Employer after serving less than six (6) months service shall receive vacation pay at the rate of four percent (4%) of salary paid to the employee during this period.

9.3 Pay in lieu of vacation credits is payable on separation or on death of an employee from the Employer when an employee has been with the Employer for six (6) months or more.

9.4 (a) An employee may accumulate vacation credits to a maximum of twice his/her rate of accrual but shall be required to reduce his/her balance of credits to a maximum of one (1) year's accrual by each December 31st.

(b) Where the Employer is unable to grant an employee his/her vacation entitlement following proper notice in accordance with the established procedures, the employee shall not lose vacation credits or pay.

9.5 An employee will be credited with his/her vacation for a calendar year at the beginning of each calendar year.

9.6 All vacation planners shall be posted in a common visible area for retail, depot and warehouse sites.

9.7 (a) Vacation credits shall be accumulated pro rata for each month of service as follows:

(i) one and one-quarter (1 1/4) days per month for up to and including eight (8) years of service;

(ii) one and two-thirds (1 2/3) days per month after eight (8) years of service;

(iii) two and one-twelfth (2 1/12) days per month after sixteen (16) years of service; or

(iv) two and one-half (2 1/2) days per month after twenty six (26) years of service.

(b) Where an employee has completed twenty-five (25) years of service there is added on that occasion only, five (5) days vacation credits.

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

9.8 Except as provided under Article 9.9 below, an employee is entitled to vacation credits under Article 9.7 in respect of a calendar month in which he/she is at work or on leave of absence with pay for at least one (1) full day.

9.9 Vacation credits are credited in full for the first month to new employees who commence work on the first working day of the month. Vacation credits are reduced to three-quarter (3/4) day for the first month to new employees starting on or after the second working day and on or before the twelfth (12th) working day of that month. Vacation credits are not credited for the first month to new employees starting after the twelfth (12th) working day of that month.

9.10 Where vacation leave-of-absence is applied under Article 13.2 an employee may apply to the Employer for leave of absence without pay, after return to duty from sick leave and within a twelve (12) month period, equal to the vacation credits applied to his/her deficit of attendance credits.

9.11 Provided the Employer operation is not disrupted approval will be given to the preference of employees in scheduling of vacation and no change will be made in such vacation schedule except by mutual agreement between the Employer and the employee.

9.12 **Request process**

On the basis of seniority, approval will be given to an employee's request to observe at least two (2) consecutive weeks of vacation which may occur during the period from the Monday nearest May 1st to the first Saturday in October, provided the Employer operation is not disrupted. Requests made after March 31st will be considered on a first come, first served basis. This section applies for vacation purposes only and store managers within the bargaining unit are excluded from the seniority requirements in this section only.

ARTICLE 10 - Attendance Credits

(Applicable to Permanent Full-time)

10.1 In this Article "attendance year" means the period from the 1st day of January in a year to and including the 31st day of December in the same year.

10.2 An employee is entitled to an attendance credit of fifteen (15) days in respect of each attendance year at the commencement of each attendance year and such attendance credits will be added to those accumulated by the employee.

10.3 An employee who commences his/her employment after the first regular working day of an attendance year is entitled:

(a) to an attendance credit in days computed by multiplying by one and one-quarter (1 1/4) the number of whole months remaining in the attendance year calculated from and including the date of commencement of his/her service; and

(b) where he/she commences his/her service after the first regular working day but not later than the twelfth (12th) regular working day of his/her first month of service, to an attendance credit of three-quarters (3/4) of a day in respect of his/her first month of service.

10.4 An employee is entitled to attendance credits under Article 10.2 in respect of a calendar month in which he/she is at work or on leave of absence with pay for at least one (1) full day.

10.5 Notwithstanding the provisions of Article 10.4, an employee is not entitled to attendance credits under Article 10.2 in respect of a month in which the employee is absent from work:

(a) without leave;

(b) by removal from employment for cause; or

(c) without pay for the whole calendar month.

ARTICLE 11 - Attendance Bonus

(Applicable to Permanent Full-time)

11.1 In this Article,

(a) "Attendance year" means the period from the 1st day of January in a year to and including the 31st day of December in the same year; and

(b) "Unused attendance credits" means attendance credits to which an employee is entitled for the attendance year less any attendance credits used during that attendance year.

11.2 Within four (4) weeks after the close of an attendance year an employee shall:

(a) Elect to have all his/her unused attendance credits for the attendance year added to his/her total of accumulated attendance credits; or

(b) If he/she has not elected under clause (a), be paid a bonus of;

(i) one-fifth (1/5) of his/her unused attendance credits for that attendance year, where the employee has completed at least one (1) but less than ten (10) years of service,

(ii) one-quarter (1/4) of his/her unused attendance credits for that attendance year, where the employee has completed ten (10) or more years of service and has accumulated less than two hundred and sixty (260) days of attendance credits,

(iii) one-third (1/3) of his/her unused attendance credits for that attendance year, where the employee has completed ten (10) or more years of service and has two hundred and sixty (260) or more days of accumulated attendance credits, and the employee's attendance credits for that attendance year shall be reduced by the amount of attendance credits for which he/she was paid the bonus.

11.3 The bonus referred to in Article 11.2 (b) shall be:

(a) Determined from the employee's length of service and accumulated attendance credits, as of the 1st day of January in the attendance year, and

(b) Calculated at the rate of salary the employee was receiving on the 31st day of December in the attendance year.

ARTICLE 12 - Termination Payments

(Applicable to Permanent Full-time)

12.1 **Preamble**

(a) For the purposes of this Article,

(i) "Attendance Gratuity" is an amount computed by multiplying one-half (1/2) of the number of days of an employee's accumulated attendance credits by the annual salary to which he/she was entitled at the date he/she ceased to be an employee and dividing the product by 260.8928.

(ii) "Severance Pay" is an amount computed by multiplying the total number of years of service of an employee by the weekly salary to which he/she was entitled at the date he/she ceased to be an employee.

(b) The total amount paid to an employee in respect of an Attendance Gratuity or Severance Pay shall not exceed the annual salary of the employee at the date when he/she ceased to be an employee.

(c) Any Severance Pay to which an employee is entitled shall be reduced by an amount equal to any payment to which the employee is entitled under Article 25.1 (b).

(d) Employees who are terminated for cause or who abandon their positions are not eligible for severance pay.

12.2 An employee who has completed one (1) year of continuous service and who ceases to be an employee by reason of:

(i) death;

(ii) retirement with eligibility for a pension pursuant to the Ontario Public Service Employees Union (OPSEU) Pension Plan;

(iii) termination due to inability to perform his/her duties by reason of mental or physical incapacity with eligibility for a disability pension under the OPSEU Pension Plan;

(iv) layoff;

is entitled to receive Severance Pay or an Attendance Gratuity, whichever is greater.

ARTICLE 13 - Sickness and Injury Leave

(Applicable to Permanent Full-time)

13.1 Except as herein provided no employee shall receive pay for absence caused by sickness or injury in excess of his/her accumulated credits.

13.2 Where, after having served one (1) year, an employee is absent by reason of sickness or injury for a period in excess of his/her accumulated credits, the employee has the option to use accumulated credits for overtime and for vacation leave of absence to reduce the employee's deficit of attendance credits.

13.3 An employee may be granted pay for not more than thirty (30) days of excess absence and any payments in excess of credits shall be charged against the future credits to which the employee becomes entitled, and any unpaid balance shall be deducted from the amount paid the employee or the employee's personal representative under Article 25.

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

13.5 Where an employee is absent from work by reason of a condition for which the Workplace Safety and Insurance Board assumes liability, the employee shall be eligible for Compensation Leave for a period not exceeding three (3) months or a total of sixty-five (65) working days where such absences are intermittent for each unrelated claim. During such leave the employee shall receive full salary with no reduction of accrued credits but vacation and attendance credits shall continue to accumulate during the period.

13.6 Where an award is made under the Workplace Safety and Insurance Act to an employee that is less than the regular salary of the employee and the award applies for longer than the period set out in Article 13.5 and the employee has accumulated credits, the regular salary may be paid to the employee and the difference between the regular salary paid and the compensation awarded shall be converted to its equivalent time and deducted from the employee's accumulated credits.

13.7 An employee to whom Article 13.5 or 13.6 applies is not entitled to be in receipt of compensation from the Workplace Safety and Insurance Board in respect of the absences covered by these articles.

13.8 Where an employee receives an award under the Workplace Safety and Insurance Act, and the award applies for longer than the period set out in Article 13.5 and the employee has exhausted all accumulated credits, (i.e.: attendance and vacation), the employee will be considered on leave without pay.

13.9 The Sick Credit Pool Plan established pursuant to an Arbitration Award, dated April 4, 1979, shall be administered in accordance with the Letter of Agreement agreed to on February 29, 1980.

13.10 (a) Where for reasons of health an employee is frequently absent or unable to perform his/her duties the Employer may require him/her to submit to a medical examination at the expense of the Employer.

(b) It is agreed that where the employee is unable to accept the choice of the doctor under 13.10 (a) above, that arrangements will be made to select another doctor who would be mutually acceptable to the employee and the Employer.

13.11 The Employer shall not require an employee, after his/her Workplace Safety and Insurance Board (WSIB) claim has been denied, to repay monies received from the Employer under Article 13, until such employees' WSIB appeals have been exhausted or when such appeals have been determined by a WSIB Tribunal.

ARTICLE 14 - Special or Compassionate Leave

(Applicable to Permanent Full-time)

14.1 (a) The Employer may grant leave of absence with pay for not more than eight (8) days in any attendance year as defined in Article 10.1 to an employee upon any special or compassionate grounds and the period of the leave shall be charged against the attendance credits of the employee unless otherwise herein provided.

(b) Up to four (4) days leave under Article 14.1(a) may be granted for the following reasons:

(i) professional, legal and/or medical appointments that cannot be scheduled outside the employee's work hours;

(ii) parental and/or family related responsibilities.

(c) Leaves specified under 14.1(b) would be subject to the following provisions:

(i) the employee applies for such leave at least seven (7) days in advance of the period required, or as soon as such period is known; and

(ii) the leave requested is approved by the employee's immediate supervisor or his/her designate.

(d) For the purpose of administration, approved leave specified under 14.1(b) shall be charged against the employee's attendance credits as follows:

(i) up to two (2) hours: one quarter (1/4) day credit;

(ii) between two (2) hours and four (4) hours: one half (1/2) day credit;

(iii) between four (4) hours and six (6) hours: three quarter (3/4) day credit;

(iv) more than six (6) hours: one (1) full day credit.

(e) Approval for such leave shall not be unreasonably withheld, however it is understood by the parties that approval may be denied if it disrupts the Employer operations.

14.2 Leave of absence with pay may be granted for special or compassionate purposes:

(a) Up to six (6) months with the approval of the Employer; and

(b) Over six (6) months upon the recommendation of the Employer and with the approval of the Lieutenant Governor in Council.

ARTICLE 15 - Military Leave

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

15.1 Leave of absence for not more than five (5) days with pay and not more than five (5) days without pay may be granted in a year for the purpose of taking Canadian Forces Reserve Training. An employee may, however, use five (5) days of his/her vacation credits instead of the leave without pay.

ARTICLE 16 - Leave Without Pay

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

16.1 Leave of absence without pay and without accumulation of credits may be granted to an employee by the Employer.

ARTICLE 17 - Court Witness

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

17.1 Where an employee is absent by reason of a subpoena to serve as a witness or a juror the employee may at his/her option:

(a) Treat the absence as leave without pay and retain any fee he/she receives as a witness;

(b) Deduct the period of absence from his/her vacation leave-of-absence credits or his/her overtime credits and retain any fee he/she receives as a witness; or

(c) Treat the absence as leave with pay and pay to the Employer all monies received from the court and submit to the Employer an expense account covering the amount of out-of-pocket expenses incurred which the employee is entitled to recover.

ARTICLE 18 - Bereavement Leave

(Applicable to Permanent Full-time, Seasonal and Casual: with applicability limited in respect of Seasonal and Casual employees to 18.2 exclusively)

18.1 (a) An employee shall be allowed four (4) consecutive days of leave of absence with pay, inclusive of the day of the funeral in the event of the death of an employee's mother, father,

brother, sister, step-mother, step-father, son, daughter, step-son, step-daughter, spouse and such leave shall not be charged against attendance credits.

(b) In the event the funeral proceedings are not concluded within the four (4) consecutive days of leave of absence with pay, as specified in Article 18.1 (a) above, the employee shall be allowed to use the fourth (4th) day of leave of absence with pay on a later date that is not consecutive to the third (3rd) day of leave of absence to address outstanding matters concerning the funeral proceedings, including interment. In such event, the fourth (4th) day of leave of absence with pay must be used within six (6) calendar months of the date of death.

18.2 (a) An employee shall be allowed three (3) consecutive days of leave of absence with pay, inclusive of the day of the funeral in the event of the death of an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, great-grandparents, spouse's great-grandparents, grandchild, ward or guardian and such leave shall not be charged against attendance credits.

(b) In the event the funeral proceedings are not concluded within three (3) consecutive days of leave of absence with pay, as specified in Article 18.2 (a) above, the employee shall be allowed to use the third (3rd) day of leave of absence with pay on a later date that is not consecutive to the second (2nd) day of leave of absence to address outstanding matters concerning the funeral proceedings, including interment. In such event, the third (3rd) day of leave of absence with pay must be used within six (6) calendar months of the date of death.

18.3 An employee who would otherwise have been at work shall be allowed one (1) day leave of absence with pay in the event of the death and to attend the funeral of his or her aunt and uncle.

ARTICLE 19 - War Disability Pension

(Applicable to Permanent Full-time)

19.1 Employees who are in receipt of a War Disability Pension will be allowed up to six (6) days leave of absence per annum without loss of pay or attendance credits to attend for medical treatment related to the disability. Such leave may include absences while hospitalized.

ARTICLE 20 - Pregnancy, Parental and Adoption Leave

(Applicable to Permanent Full-time)

20.1 **Pregnancy Leave**

The Employer agrees to provide for pregnancy leave, without pay and in accordance with the provisions of the Ontario Employment Standards Act to a pregnant employee whose due date is at least thirteen (13) weeks after she commenced employment. During such leave, the Employer shall continue the Dental, Basic Life Insurance, LTIP, and Supplementary Health & Hospital Insurance, including Vision/Hearing Care, coverage provided under Article 21 of this agreement for a maximum of seventeen (17) weeks. Credits will continue to accumulate for this seventeen (17) week period.

20.2 (a) An employee entitled to pregnancy leave under Article 20.1, who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid an allowance in accordance with the Supplemental Unemployment Benefit Plan.

(b) In respect of the period of pregnancy leave, payments made according to the Supplemental Unemployment Benefit Plan will consist of the following:

(i) for the first two (2) weeks covering the employment insurance waiting period, payments equivalent to ninety-three percent (93%) of the actual gross weekly pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustment to which she may become entitled;

AND

(ii) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly employment insurance benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual gross weekly rate for her classification which she was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustment to which she may become entitled.

20.3 An employee on pregnancy leave under Article 20.1 shall also be entitled to an additional parental leave of absence without pay of up to thirty-five (35) weeks in accordance with the Employment Standards Act. The request for this additional leave must be made in writing at least four (4) weeks prior to the expiration of her pregnancy leave and must commence immediately following the pregnancy leave. During such leave, the Employer shall continue the Dental, Basic Life Insurance, LTIP, and Supplementary Health and Hospital Insurance, including Vision/Hearing Care, coverage provided under Article 21 of this agreement for a maximum of thirty-five (35) weeks. Credits will continue to accumulate for this thirty-five (35) week period.

20.4 An employee returning from a leave of absence under Article 20.1, 20.3 or 20.5 shall be assigned to his or her former classification and be paid at the step in the salary range that she or he had attained when the leave of absence was granted, or in the step in the salary range she or he would have attained had she or he worked throughout the leave, whichever is greater.

20.5 **Parental Leave**

(a) The Employer agrees to provide parental leave without pay of up to thirty-seven (37) weeks to an employee, who has not received pregnancy leave under Article 20.1, and who has been employed for at least thirteen (13) weeks, in accordance with the Ontario Employment Standards Act. During such leave, the Employer shall continue the Dental, Basic Life Insurance, LTIP, and Supplementary Health and Hospital Insurance, including Vision/Hearing Care coverage provided under Article 21 of this agreement for a period of up to thirty-seven (37) weeks. Credits will continue to accumulate for this thirty-seven (37) week period.

(b) To receive the leave set out in Article 20.5 (a) above, an employee must supply the Employer with proof of the child's birth or an adoption certificate when applying for parental leave.

20.6 (a) An employee entitled to parental leave under Article 20.3 or 20.5 who provides the Employer with proof that he/she has applied for and is eligible to receive employment insurance benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid an allowance in accordance with the Supplemental Unemployment Benefit Plan.

(b) In respect of the period of parental leave, payments made according to the Supplemental Unemployment Benefit Plan will consist of the following:

For natural fathers or adoptive parents only:

(i) for the first two (2) weeks covering the employment insurance waiting period, payments equivalent to ninety-three percent (93%) of the actual gross weekly pay for his/her classification which he/she was receiving on the last day worked prior to the commencement of the parental leave, including any retroactive salary adjustment to which he/she may become entitled;

AND

For natural and adoptive parents:

(ii) up to a maximum of ten (10) additional weeks payments equivalent to the difference between the sum of the weekly employment insurance benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual gross weekly pay for his/her classification which he/she was receiving on the last day worked prior to the commencement of the parental leave, including any retroactive salary adjustment to which he/she may become entitled.

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.)

The Parties agree the details set out herein under Article 21 are intended merely as a convenient reference to the more important terms and provisions of the benefits. The master contracts covering these plans shall be the governing documents and the entitlement to benefits is determined solely by the Insurance Carrier.

21.1 Ontario Health Insurance Plan (OHIP)

(a) The Ontario Health Insurance Plan (OHIP) as may be amended from time to time is available to employees and eligible dependents as Ontario residents as "Basic Health and Hospitalization Insurance".

(b) The Employer shall pay for such coverage through the applicable payroll tax.

21.2 Supplementary Health and Hospitalization

(a) The plan is intended to cover a number of medical and hospital costs not covered under OHIP.

(b) This plan shall continue as heretofore in effect for employees and eligible dependents.

(c) Plan Details

(i) this plan shall cover the employee, the employee's spouse and all other dependents under twenty-one (21) years of age, or a dependent who is between the ages of twenty-

one (21) and twenty-five (25) and is a full-time student attending an educational institution or a mentally or physically handicapped child of an employee, provided such child is unmarried, twenty-one (21) years of age or over, dependent upon such employee for support and was mentally or physically handicapped and insured as a dependent immediately prior to age twenty-one (21);

(ii) A pay-direct prescription drug card will be issued to all eligible employees to be utilized at pharmacies which honour this card system, upon completion of the enrollment process which includes the positive enrollment of all covered individuals (employees and dependents) and spousal coordination of benefits information. In instances where the pay-direct drug card cannot be utilized, the claim may be submitted to the insurance carrier on the prescribed paper form.

The following is the drug plan coverage provided for eligible employees and dependents under either method of claim submission:

(a) Ninety percent (90%) of reasonable and customary medically necessary expenses incurred for drugs and medicines requiring a prescription by law, vaccinations and serums (defined as preventative vaccines for Hepatitis A and/or B, Influenza, Meningitis and Chicken Pox with a drug identification number (DIN), and allergy serums as prescribed by a physician and administered by a qualified health care practitioner if they are not covered by a provincial health plan), and other specified life-sustaining drugs as defined and administered by the insurer and subject to change from time to time if they are:

(i) Prescribed by a physician, nurse practitioner, where applicable, or dentist for the treatment of a diagnosed illness or injury, and

(ii) Dispensed by a licensed pharmacist or by a physician or dentist legally licensed to dispense drugs,

(b) Such covered prescription drugs and medicines will be subject to generic substitution and an eight dollars ($8.00) maximum dispensing fee for each prescription. If the prescription specifically prescribes no generic substitution, then the brand name drug will be covered.

(iii) Eligible expenses include:

(a) Charges by a licensed hospital for room and board and for hospital services and supplies furnished for care and treatment, up to one hundred and seventy dollars ($170.00) per day, effective September 1, 2005 (for expenses incurred after that date).

(b) Charges for private duty nursing in your home by a registered graduate nurse 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.

(c) Artificial limbs and eyes, crutches, splints, casts, trusses and braces.

(d) Rental of wheelchairs, hospital beds or iron lungs required for temporary therapeutic use. A wheelchair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost.

(e) Oxygen and its administration.

(f) Hearing aids and eye glasses if required as a result of accidental injury.

(g) Ambulance services.

(h) Dental services and supplies which are provided by a dental surgeon within a period of eighteen (18) months following accident for treatment of accidental injury to natural teeth including replacement of such teeth or for the setting of a jaw fractured or dislocated in an accident, excluding any benefits payable under any provincial medical plan.

(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) 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.

(j) Charges for the services of a psychologist up to fifty dollars ($50.00) per half (1/2) hour for individual psychotherapy and/or testing and thirty-five dollars ($35.00) for all other visits.

(k) Fees for services rendered outside of Ontario, by a physician, surgeon or a specialist legally licensed to practice medicine, in excess of the charges which are allowed under the Provincial Health Insurance Plan, but not to exceed the amount specified in the Ontario Medical Association Tariff.

(l) Charges for surgery by a podiatrist, performed in a podiatrist's office to a maximum of one hundred and sixty dollars ($160.00). It is not necessary for the employee or dependents to be confined to hospital to be eligible for benefits under this plan.

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

(e) (i) The Employer agrees to pay one hundred percent (100%) of the monthly premiums for vision care and hearing aid coverage under the Supplementary Health and Hospital Plan.

(ii) This coverage provides for vision care to a maximum of three hundred dollars ($300.00) 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.

(iii) This coverage provides for hearing aid coverage to a maximum of two thousand five hundred dollars ($2,500.00 [2 x $1,250.00/ear]) in any thirty six (36) month period.

(f) This coverage provides for reimbursement of the costs of the employee's and dependent's eye exams not covered under the Provincial Health Plan, to a maximum of eighty dollars ($80.00) paid once every two years.

21.3 **Basic Life Insurance**

(a) The Employer shall provide life insurance to each active employee in the amount of one hundred percent (100%) of salary or twenty thousand dollars ($20,000.00), whichever is greater.

(b) Upon retirement under the OPSEU Pension Plan Text, Basic Life Insurance shall be provided at no cost, for those eligible, but reduced as follows:

(i) at the first of the month coinciding with or next following date of retirement to five thousand dollars ($5,000.00);

(ii) on October 1, coinciding with or next following date of retirement to four thousand five hundred dollars ($4,500.00). This amount will continue for the remainder of life.

(c) If any employee becomes totally disabled before his/her sixty-fifth (65th) birthday so that he/she is unable to perform any work for a continuous period of at least nine (9) months, the Basic Life Insurance will be kept in force without cost to the employee as long as the total disability continues subject to reductions at age sixty-five (65) described above.

(d) Conversion privileges to standard life and term insurance of the insurer are available upon leaving the employ of the Employer.

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

21.4 **Optional Life Insurance For Employees and Dependents**

(a) An employee may purchase life insurance additional to the Basic Life Insurance in units of ten thousand dollars ($10,000) up to a maximum of three hundred and fifty thousand dollars ($350,000), or as may be amended from time to time. This option shall be available without evidence of insurability for coverage amounts of up to forty thousand dollars ($40,000) when the employee first becomes eligible. If any application for Optional Life Insurance is made for more than forty thousand dollars ($40,000), or it is made more than thirty-one (31) days after first becoming eligible, evidence of insurability satisfactory to the insurer must be supplied. An application from an employee to increase the amount of insurance currently held will also require evidence of health satisfactory to the Insurer.

(b) The premium will be determined by the amount of insurance and will be adjusted with changes in the insurance amount and in the age of the employee as per the established five (5) year age bands in the premium schedule. In the event of death from any cause (excluding suicide within the first two (2) years of coverage), the amount of Optional Life Insurance under the plan will be paid to the beneficiary named. Change of beneficiary (within the limits set by law) may be made at any time by completing a form which may be obtained from the Human Resources Division.

(c) At their option, employees may purchase life insurance for dependents in the following amounts:

For Spouse:	In units of ten thousand dollars ($10,000) to a maximum of two hundred thousand dollars ($200,000).
For Dependent Children:	In units of one thousand dollars ($1,000) to a maximum of five thousand dollars ($5,000).

Option is also available to have only one dependent covered (i.e. spouse only or one dependent child only), or more than one dependent (i.e. spouse and/or all dependent children).

(d) Conversion privileges are available upon leaving the employ of the Employer for employee and spouse insurance only.

(e) The cost of the above plans shall be borne solely by the employee.

21.5 **Long Term Income Protection Plan (LTIP)**

(a) The LTIP Plan shall be continued and shall be upon the same basis as heretofore in effect.

(b) **Plan Details**

(i) LTIP benefits will become payable if while insured the employee becomes "totally disabled" - benefits continue during disability to age sixty-five (65), after an elimination period of six (6) months, or the expiration of accumulated attendance credits, whichever is the later.

(ii) "Total disability" under this plan means the continuous inability as the result of illness or injury of the insured employee to perform each and every duty of normal occupation during the elimination period, and during the first twenty-four (24) months of the benefit period; and thereafter, during the balance of the benefit period, the inability to perform any and every duty of each gainful occupation for which the employee is reasonably fitted by education, training or experience.

(iii) LTIP benefits shall be sixty-six and two-thirds percent (66 2/3%) of the employee's gross salary, earned on the last day worked, including any retroactive salary adjustment to which the employee is entitled.

(iv) While the employee is receiving LTIP benefits, the Employer will maintain the employee's pension contribution in accordance with the OPSEU Pension Plan text.

(v) If the employee becomes disabled again while still insured for this benefit, the income benefits will be payable on completion of the elimination period however, if within three (3) months after benefits have ceased, the employee has a recurrence of a disability due to the same or a related cause, it will not be necessary to satisfy the elimination period again.

(vi) An employee in receipt of LTIP benefits who is able to resume activity on a gradual basis during recovery, partial benefits may be continued during rehabilitative employment - "rehabilitative employment" means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received - when considering rehabilitative employment benefits, LTIP will take into account the employee's training, education and experience - the

rehabilitative benefit will be the monthly LTIP benefit less fifty percent (50%) of rehabilitative employment earnings - the benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months - rehabilitative employment may be with the Employer or with another employer.

(vii) LTIP was optional for employees appointed up to June 30th 1971 - these employees may opt out of the LTIP plan in the future if they so desire - employees appointed July 1, 1971 and subsequently, do not have the privilege of opting out of the LTIP benefit.

(viii) The LTIP benefit under (iii) will be increased for each employee who commenced to receive LTIP benefits:

(a) From and including January 1, 1981, to and including December 31, 1982, by ninety dollars ($90.00) per month;

(b) From and including January 1, 1983, to and including December 31, 1984, by seventy dollars ($70.00) per month;

(c) From and including January 1, 1985, to and including December 31, 1986, by fifty five dollars ($55.00) per month;

(d) From and including January 1, 1987, to and including December 31, 1988, by fifty dollars ($50.00) per month;

(e) From and including January 1, 1989, to and including December 31, 1990, by thirty dollars ($30.00) per month;

(f) From and including January 1, 1991, to and including December 31, 1992, by twenty dollars ($20.00) per month;

(g) From and including January 1, 1993, to and including December 31, 1994, by ten dollars ($10.00) per month;

(h) From and including January 1, 1995, to and including December 31, 1996, by five dollars ($5.00) per month.

In respect of each month the employee continues to receive LTIP benefits under the plan.

(ix) The LTIP benefit to which an employee is entitled under (iii) and (viii) above will be reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employer makes a contribution except for Workplace Safety and Insurance Benefits paid for an unrelated disability.

(c) The Employer shall pay one hundred percent (100%) of the premium as may be amended from time to time.

(d) (i) When an employee, who has been receiving LTIP benefits, is able to return to full time employment the Employer may assign the employee to a vacancy which is in the same class or position as the employee's former class or position, for which he/she is qualified.

(ii) Where there is no such position the employee may be assigned to a lower classification for which he/she is qualified, in the work area.

(iii) An employee who is assigned under this clause shall be paid at the same step he/she had attained in the salary range of the classification of the position he/she occupied prior to disability for a period of six months. At the end of that period he/she shall be paid at a rate within the salary range of the classification of the position to which he/she has been assigned.

(iv) Where there is no available position in the work area for which the employee is qualified, he/she shall be declared surplus subject to the provisions of Article 6.

(v) Where an employee does not accept an assignment under this clause he/she shall be laid off and the provisions of Articles 6.7 shall not apply.

(vi) It is understood that when it is necessary to assign an employee under this section the provision of Article 22 shall not apply.

21.6 **Joint Insurance and Benefit Committee**

(a) The Committee shall be referred to as the Joint Insurance Benefits Review Committee.

(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.

(ii) It is understood that the Group Insurance benefits to be provided to employees and the cost sharing arrangements between the Employer and its employees shall be as set out in any applicable collective agreement or arbitration award, and the matters for consideration by this Committee shall be only as set out in these terms of reference.

(c) The Committee shall be composed of an equal number of representatives from the Employer and the Union with not more than eight (8) representatives in total. At meetings of the Committee, each party may be accompanied by an actuary and/or consultant to provide technical advice and counsel.

(d) (i) The duties of the Committee shall consist of the following:

(a) Development of the specifications for the public tendering of any negotiated benefits which may be included in the Group Insurance Plan (to cover the bargaining unit only);

(b) Determination of the manner in which the specifications will be made available for public tendering;

(c) Consideration and examination of all tenders submitted in response to the specifications for tender and preparation of a report thereon;

(d) Recommendation to the Government of Ontario on the selection of insurance carrier or carriers to underwrite the Group Insurance Plans;

(e) Review of the semi-annual financial reports on the Group Insurance Plan; and,

(f) Review of the contentious claims and recommendations thereon, when such claim problems have not been resolved through the existing administrative procedures.

(ii) The specifications for tender will describe the benefits to be provided, the cost sharing arrangement between the Employer and its employees, the past financial history of the insurance plans, the employee data, the format for the retention illustration for each coverage and the financial reporting requirements. Tenders shall be entertained by the Committee from any individual insurance carrier acting solely on its own behalf. This shall not preclude such carrier from arranging reinsurance as may be necessary.

(iii) The basis for recommendation of an insurance carrier(s) will include the ability of the carrier(s) to underwrite the plan, compliance of the carrier's quotation with the specifications for tender, the carrier's service capabilities and the expected long term net cost of the benefits to be provided.

(e) (i) The Committee will also meet every six (6) months to review the financial experience under these coverages. The specifications for tender will describe the information to be included in the semi-annual financial statements to be prepared by the insurance carrier(s). These statements will include paid premiums, paid claims, changes in reserve requirements for open and for unreported claims, incurred claims, the retention elements of commissions, taxes, administrative expenses, contingency reserve charges and interest credits on claims and other reserves. The insurance carrier(s) will also be required to report on the level and method of administering the Employer's and employee's deposit accounts.

(ii) The Committee shall request the insurance carrier(s) to provide such additional information for the Committee's consideration as may be required by either the Employer or the Union.

(iii) If the Joint Insurance Benefits Review Committee fails to agree on a recommendation to the Government of Ontario on the selection of insurance carrier(s) to underwrite the Group Insurance Plan, the members of the said Committee nominated by the Employer and the Union may each make a recommendation in writing to the Government of Ontario on the selection of the insurance carrier(s) supported by reasons for their respective recommendations.

(iv) It is understood that the Government at all times retains the right to select whatever carrier(s) (to underwrite the Group Insurance Plan) it may consider what would best serve the "public interest" and, in so doing, is under no obligation to select a carrier(s) that may be recommended by the Joint Insurance Benefits Review Committee.

21.7 **Dental Plan**

(a) The Employer will continue to pay one hundred percent (100%) of the premiums for dental coverage as provided for under Manulife Policy Number 10055, or its equivalent, except for the modifications as set out herein.

Recall exams and scaling shall be limited to every nine (9) months (except for children 12 years and under); oral hygiene instruction shall be restricted to once per lifetime; pit and fissure sealants restricted to dependent children six (6) to eighteen (18) years of age; and combined basic [routine] and major treatment, shall be limited to a maximum of Three Thousand Dollars ($3,000.00) per year, per insured employee and Three Thousand Dollars ($3,000.00) per year for each of his/her dependents. Crown and bridges coverage at 50 percent (50%) reimbursement shall be included within the Three Thousand Dollar ($3,000.00) maximum per year referenced above. Orthodontic treatment eligible expenses covered at fifty percent (50%) to a lifetime maximum of Three Thousand Dollars ($3,000.00) (limited to eligible dependents six (6) to eighteen (18) years of age on the date the initial orthodontic appliance is installed)

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

Effective April 1, 2014 (for expenses incurred after that date), the schedule of fees shall be based on the 2014 Ontario Dental Association Fee Schedule.

Effective April 1, 2015 (for expenses incurred after that date), the schedule of fees shall be based on the 2015 Ontario Dental Association Fee Schedule.

Effective April 1, 2016 (for expenses incurred after that date), the schedule of fees shall be based on the 2016 Ontario Dental Association Fee Schedule.

21.8 **Accidental Death & Dismemberment**

The Employer agrees to continue to make payroll deductions equivalent to the premiums for the current Accidental Death and Dismemberment Insurance Plan administered by the Union. All monies so deducted shall be remitted to the Union within fifteen (15) days of the end of the month in which the deductions were made along with a list of names of employees from whom the deductions were made.

21.9 **Pensions**

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

21.10 **Employee Assistance**

(a) It is recognized that the success of the Employee Assistance Program is enhanced by the cooperation and support of both the Employer and the Union. It is further agreed that substantial changes to the scope or framework of the Program shall only take place upon consultation between the parties.

(b) Additionally, under the Employee Assistance Program, a Trauma Response Service will be made available to all LCBO employees who, in the course of their duties are subject to acts of violence. The Local Union President or Unit Steward, as applicable, will be advised forthwith whenever the Trauma Response Team is activated.

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

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)

22.1 Employees shall progress through the steps of the salary ranges of their classification in accordance with the procedures of the Employer, as established from time to time, on the basis of satisfactory written recommendations and subject to the approval of the Employer. The Employer agrees to permit employees to examine the said written recommendations upon their completion by the Supervisor or Department Head and will provide a copy of the Assessment Report if so requested.

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.

22.3 Where the classification of a store is changed all promotions resulting there from, within the bargaining unit, shall be posted and filled in accordance with the provisions of Article 22.4.

22.4 (a) (i) If a new job classification within the bargaining unit is created, or a permanent vacancy occurs in an existing job classification, before inviting applications from persons not employed by the Employer, or employees who are outside of the bargaining unit, the Employer will post within the geographic area as specified, notice of such new job or vacancy for a period of ten (10) working days during which employees within such area may apply. The notice shall stipulate qualifications, classification, salary range, department and location concerned.

(ii) Seniority, for a non-bargaining unit employee who is assigned to a position within the bargaining unit shall commence on the date he/she is assigned to such position and he/she shall not receive a seniority credit for their employment prior to such assignment.

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

(i) the assignment of a permanent full-time employee to another permanent full-time position in a class with a higher maximum salary rate than the class of his/her former position; or

(ii) the assignment of a permanent part-time employee to a permanent full-time position if there was no permanent full-time employee eligible and qualified for the position; or

(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.

(v) in Logistics, the assignment of a seasonal employee to an entry level permanent full-time position.

(c) Where the opening of a new operation necessitates the transferring of employees to complete the required complement because of insufficient applicants under Article 22.4 (a),

above, then preference with regard to transferring to the new location shall be given to the views of the more senior employees.

(d) Where an employee is to be transferred, the employee shall be given two (2) weeks notice of transfer where practical.

22.5 (a) Where employees are being considered for promotion, seniority will be the determining factor provided the employee is qualified to perform the work.

(b) Where it is decided that it is necessary to make a temporary appointment to fill a temporary vacancy, including summer stores, which will last five (5) working days or more, or one (1) day in the case of stores, the Employer shall appoint the most senior employee in the next lowest classification in the same class series in the department, section or store involved, who is qualified and available to perform the work.

(c) For C and D Stores and Assistant Manager positions where qualifications and ability are relatively equal, seniority shall be the determining factor.

22.6 Where the Employer selects a candidate for a position advertised by a Job Posting Circular, from employee applicants, the successful candidate's name, department number and seniority shall be announced in writing within twenty (20) days of appointment to the position. Should no person presently employed by the Employer at the time of the opening be deemed to be satisfactory to the Employer's requirements, the Employer shall so announce in writing within twenty (20) days of the closing date for receiving applications to the Job Posting Circular.

22.7 (a) Other than for postings inviting applications from employees, for positions in "Metropolitan" area stores, should the Employer select an employee to be the successful candidate to a posting advertising a position, the Employer shall announce the name, department number and seniority of the successful candidate within twenty (20) days from the date of appointment to the position.

(b) In the case of postings advertising positions in "Metropolitan" area stores, the Employer shall announce the name, department number and seniority of a successful candidate within twenty (20) days of appointment.

NOTE: It is recognized that "unusual" circumstances may prevail so as not to allow proper selection of a person to fill a vacant position within the time limits prescribed in Article 22.6 and 22.7, in which case additional time may be necessary. The Employer and the Union agree to cooperate so as to allow for proper selection of a person to fill any such vacancy.

22.8 (a) In the event an employee who has been promoted is unable to perform the requirements of the position in a satisfactory manner within a period not exceeding three (3) months from date of appointment, the employee shall be reclassified to the employee's previous classification and assigned to the step in the salary range attained immediately prior to promotion.

(b) An employee who is demoted and to whom section (a) above does not apply shall be assigned to a step in the new salary range closest to but less than the rate he/she was receiving at the time of demotion.

22.9 It is agreed that vacancies in the positions of C Store Manager and A Store Assistant shall be posted in accordance with the provisions of the Collective Agreement. The Employer further agrees not to transfer A Store Assistants to C Store Manager positions or vice-versa.

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;
(ii) The employee has a minimum of three (3) years permanent full time seniority to be considered for transfer requests;

(iii) Upon transfer, the employee is ineligible to apply to or be considered for postings for the purposes of transfer for a period of two (2) years from the date of transfer;

(iv) The employee is responsible for all relocation expenses associated with the transfer or demotion and shall not receive any payment or reimbursement from the Employer in respect of same, except where the employee has been promoted to a Manager position; and

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

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

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

(d) For clarity, Article 22 does not, in any way, restrict management rights to transfer employees for operational or bona fide reasons. The employer will provide the Local President with a copy of an employee's transfer letter.

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

22.11 All posted positions shall be filled no later than sixty (60) calendar days from the closing date of the job posting.

ARTICLE 23 - Uniforms, Attire and Special Allowances

(Applicable to Permanent Full-time)

23.1 The Employer shall supply to an employee in the store system an issue of five (5) long sleeve or short sleeve shirts or blouses, every one (1) year and of a design approved by the Employer.

23.2 Aprons of a design approved by the Employer will be provided for use by store personnel involved in handling case stock.

23.3 (a) Maintenance employees, in LCBO Warehouses, will be issued two (2) clean shirts and two (2) clean pairs of trousers per week, the cost of which shall be the responsibility of the Employer.

(b) All other employees, in LCBO Warehouses, assigned to a classification which was previously eligible for uniforms, shall be issued a lump sum payment of four hundred dollars ($400.00) payable on September 1, 2000 and no later than the first pay in the month of September annually thereafter.

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

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

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

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

(c) All-weather jackets and/or work vests will be made available for those warehouse personnel whose work activities justify their use.

(d) All-weather jackets for inclement weather will be made available at the applicable stores where the required duties necessitate store personnel to perform loading duties outdoors in such weather.

(e) Jackets or work vests will be made available at the applicable stores where the duties necessitate store personnel to perform duties in a refrigerated "Cold Room".

23.5 Employees physically unable to wear safety footwear for medical reasons, as certified by a physician, shall not be permitted to enter the work area unless a physician's certificate of exemption has been provided to the employee's immediate supervisor. Those employees so authorized shall be required to wear safety toe caps, the cost of which shall be borne by the Employer.

ARTICLE 24 - Statutory Provisions

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

24.1 It is understood and agreed that the provisions of this Agreement do not conflict in any way with the provisions and requirements of relevant statutes, and in particular do not conflict in any way with the Liquor Control Act.

ARTICLE 25 - Entitlement on Death

(Applicable to Permanent Full-time)

25.1 Where an employee who has served more than six (6) months dies, there shall be paid to his/her personal representative or, if there is no personal representative, to such person as the Employer determines, the sum of:

(a) Any regular salary due;

(b) One-twelfth (1/12) of his/her annual salary;

(c) His/her salary for the outstanding vacation and overtime credits that have accrued; and

(d) Any attendance gratuity or severance pay to which he/she is entitled under Article 12.

25.2 (a) The widow/widower or the dependents of the deceased may be paid up to five thousand dollars ($5,000.00) of the above without the prior consent of the Provincial Treasurer.

(b) Any indebtedness to the Crown on the part of the deceased member, such as overpaid (advance) salary, and overdrawn attendance credits, must be deducted from the above entitlement before payment is made.

ARTICLE 26 - Salaries

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

26.1 The Employer agrees to pay and the Union agrees to accept the salaries for the classifications herein set forth in the Salary and Classification Schedule and The Schedule of Casual Hourly Wage Rates attached hereto.

26.2 Pay days for the employees covered by this Agreement shall be every second Thursday, nine (9) days after the pay period is completed subject to other Articles herein stated.

26.3 (a) All employees shall be required to receive his/her salary in the form of a direct deposit. Such deposits shall be made to an account designated by the employee.

(b) Employees on direct deposit shall receive a record of each deposit (pay stub) in a mailer of a design approved by the Employer designed to ensure confidentiality.

ARTICLE 27 - Employee Files and Discipline

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

27.1 An employee's file will be open for inspection by that employee at any reasonable time during office hours. With the written permission of the employee the file may be opened for inspection to a representative of the Union provided that the above is consistent with the provisions of the Freedom of Information and Protection of Individual Privacy Act.

27.2 No discipline against an employee shall be used in a subsequent disciplinary proceeding if such prior incident is more than three (3) years old.

27.3 An employee who is required to attend a meeting for the purpose of discussing a matter which may result in disciplinary action being taken against the employee shall be made aware of the purpose of the meeting and his/her right to Union Representation in advance of the meeting. The employee shall be entitled to have a Union representative at such meeting provided this does not result in undue delay.

27.4 The Employer shall not discipline or dismiss an employee without just cause.

ARTICLE 28 - Grievance Procedure

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

28.1 **Definitions:**

(a) "Employee Representative" means a duly authorized representative of the Union.

(b) "Grievance" means a difference arising from the interpretation, application, administration or alleged contravention of the provisions of this Agreement.

(c) "Days" means calendar days exclusive of Saturdays, Sundays and holidays designated in Article 8, Paid Holidays.

28.2 (a) An employee shall be accompanied and represented by an Employee Representative at STAGES 2 and 3 of the Grievance Procedure.

(b) An employee who has a grievance and is required to attend a meeting at STAGE 2 or 3 of the Grievance Procedure or a hearing at STAGE 4, shall be given time off with no loss of pay or credits to attend such meeting or hearing. This section will also apply to the Employee Representative, representing the employee, if an employee of the Employer. Time off for the Employee Representative to attend a meeting or hearing, including reasonable travel time, shall be charged against the pool of days established under Article 1.5.

(c) (i) If requested, the Employer shall provide the Union with particulars relating to a grievance filed by the Union on behalf of a member or the Union itself during the grievance procedure.

(ii) If requested, the Union shall provide the Employer with particulars relating to a grievance filed by the Union on behalf of a member or the Union itself during the grievance procedure.

(d) Copies of written decisions provided by the Employer at STAGE 2 and STAGE 3 of this procedure shall be provided to the Union.

28.3 **STAGE 1** (Complaint Stage)

(a) (i) An employee who has a complaint or a difference shall discuss the complaint or difference with his/her supervisor, as designated by the Employer, within ten (10) days of the employee first becoming aware of the circumstances giving rise to the complaint or difference.

(ii) Unless otherwise agreed between the employee and his/her supervisor, a meeting in respect of an employee's complaint shall only be attended by the employee and his/her supervisor.

(b) The supervisor shall consider the complaint or difference and give his/her response to the employee within ten (10) days of the discussion.

(c) If the complaint or difference is not satisfactorily resolved by the supervisor, it may be processed within an additional ten (10) days from the date of the supervisor's response or the expiration of the time limits set out in (b) above, in the following manner.

28.4 **STAGE 2**

(a) The employee may file a grievance in writing with his/her supervisor specifying the clause or clauses in this Agreement alleged to have been violated.

(b) The supervisor shall complete an investigation of the grievance and provide the grievor with his/her written decision within fifteen (15) days of receiving the grievance. The investigation may include a meeting with the employee affording him/her an opportunity to be heard.

28.5 **STAGE 3**

(a) (i) If the grievance is not resolved under Article 28.4, the employee may submit the grievance to the Chair or designee within five (5) days of the date that he/she received the decision under Article 28.4.

(ii) In the event that no decision in writing is received in accordance with the specified time limits in Article 28.4, the grievor may submit the grievance to the Chair or designee within five (5) days of the date that the supervisor was required to give his/her decision in writing in accordance with Article 28.4.

(b) Where the grievor has not had an opportunity to be heard by the supervisor under Article 28.4, the Chair or designee shall hold a meeting with the employee within twenty (20) days of receipt of the grievance and shall give the grievor his/her decision in writing within ten (10) days of the meeting.

(c) Where the Chair or designee does not hold a meeting he/she shall give the grievor his/her decision within ten (10) days of receipt of the grievance.

28.6 **STAGE 4**

If the grievor is not satisfied with the decision of the Chair or designee or if a decision is not received within the specified time limits, the grievor may apply to the Crown Employees Grievance Settlement Board for a hearing of the grievance within five (5) days of the date he/she received the decision or within five (5) days of the expiration of the specified time limit for receiving a decision.

28.7 An employee claiming he/she has been dismissed without just cause shall be entitled to file a grievance commencing at STAGE 3 provided he/she does so within ten (10) days of the date of the dismissal.

28.8 The Union shall have the right to lodge a grievance based on a difference arising directly with the Employer. However, such a grievance shall not include any matter upon which an employee is personally entitled to grieve. Such grievance shall first be presented, in writing, to the Employer within twenty (20) days of the circumstances giving rise to the grievance. A meeting between representatives of the Union and the Employer will be held within ten (10) days of receipt of the grievance. The grievance shall be answered in writing by the Employer within ten (10) days of such meeting, following which or failing settlement of the grievance; the Union may submit the grievance to the Crown Employees Grievance Settlement Board within a further period of ten (10) days.

28.9 The Employer shall have the right to lodge a grievance as defined above or relating to the conduct of the Union or any officer or representative of the Union or the conduct of the employee. Such grievance shall first be presented, in writing, to the Union within twenty (20) days of the circumstances giving rise to the grievance. A meeting between representatives of the Union and the Employer will be held within ten (10) days of receipt of the grievance. The grievance shall be answered in writing by the Union within ten (10) days of such meeting, following which or failing settlement of the grievance; the Employer may submit the grievance to the Crown Employees Grievance Settlement Board within a further period of ten (10) days.

28.10 (a) The Crown Employees Grievance Settlement Board shall not be authorized to alter, modify or amend any part of this Agreement nor shall the Crown Employees Grievance Settlement Board give any decision inconsistent with the provisions of this Agreement.

(b) The determination of a grievance by the Crown Employees Grievance Settlement Board pursuant to the terms of this Agreement is final and binding upon the parties and the employees covered by this Agreement.

(c) At any STAGE of the Grievance Procedure, the time limits imposed upon either party may be extended, in writing, by mutual agreement.

28.11 As an alternative to the procedures described at STAGE 4 in Article 28.6 the parties may choose to proceed with final disposition of a grievance by the use of Mediation/Arbitration. This alternative shall be implemented within the provisions of Appendix 2 of this Agreement and agreed as being in conformity with the provisions of Article 28.10 of this Agreement.

28.12 Where a grievance is not processed within the time allowed or has not been processed by the employee or the Union within the time prescribed it shall be deemed to have been withdrawn.

ARTICLE 29 - Stock and Cash Shortages

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

29.1 The Employer agrees not to require reimbursement for stock shortages by the group of employees in the store involved where the shortages are deemed by the Employer to be reasonable except where the employee or employees involved are identified or such shortage occurs as a result of group action or a criminal act.

29.2 All daily cash shortages of five dollars ($5.00) or less shall be absorbed by the Employer. All daily cash shortages in excess of five dollars ($5.00) shall be the responsibility of the cashier and he/she shall reimburse the Employer fifty percent (50%) of such cash shortages in excess of five dollars ($5.00) but not including the five dollars ($5.00). All overages shall be retained by the Employer.

ARTICLE 30 - Utilization of Permanent Part-Time, Seasonal, and Casual Employees

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

30.1 Permanent full-time employees will not be adversely affected by job training opportunities provided to permanent part-time, seasonal or casual employees.

30.2 Permanent full-time employees will not be adversely affected by the utilization of seasonal employees. The parties agree that the creation of the Seasonal Employee category will not affect the current practices with regard to job postings.

ARTICLE 31 - Expenses of Moving on Transfer

(Applicable to Permanent Full-time)

31.1 Unless otherwise specified in the Collective Agreement, eligibility for and payment of relocation expenses shall be paid in accordance with the provisions of the Employer's policies as may be amended from time to time.

ARTICLE 32 - Casuals

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

The provisions of this Collective Agreement shall apply to casuals except with respect to the following modifications and exceptions listed in Article 32.3.

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 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.

(b) 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, or the employee and the Employer mutually agree to change the schedule. If the employee is not notified one (1) week in advance, and there is no mutual agreement,

the employee shall be paid for one half (1/2) of the originally scheduled work that is not worked. The provisions of this clause shall not apply in the event that the employer's inability to provide work is due to reasons beyond its control as for example, but not limited to: fire, flood, major mechanical difficulties, including hydro interruptions. It is understood that one (1) week referred to in Article 32.1 (b) means seven (7) calendar days.

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

(d) (i) Authorized work performed by a casual in excess of:

(a) Eight (8) hours per day or forty (40) hours per week for employees paid as Casuals in Retail – Stores and Depots or

(b) Seven and one half (7 1/2) hours per day or thirty-seven and one half (37 1/2) hours per week for employees paid as Casuals —Logistics; or

(c) Seven and one quarter (7 1/4) hours per day or thirty-six and one quarter (36 1/4) hours per week for employees classified in the Schedule of Casual Hourly Wage Rate, excluding (a) and (b) above shall be paid at the rate of one and one half (1 1/2) times the employee's regular rate of pay.

(ii) Section (d) (i) above does not apply to casuals assigned to departments whose employees are covered by variable work day or variable work week arrangements under Article 7.16.

(e) (i) There shall be one (1) fifteen (15) minute paid rest period during each four (4) consecutive hours of work, with the following exception: Where an employee is working alone on a Sunday, there shall be no rest period but the employee will be paid for all hours worked plus an additional fifteen (15) minutes, provided the employee works a minimum of four (4) hours or more.

(ii) In addition a casual employee who is scheduled for a period in excess of five (5) regular hours shall receive one-half (1/2) hour off without pay for a meal period. When a retail store casual employee is scheduled for nine (9) regular hours, he/she shall receive one hour off without pay for a meal period. Such meal period shall be scheduled in such a way that no employee works longer than five (5) regular hours without a meal period. An employee who is scheduled on the day shift to act for the store manager, in his/her absence, shall be scheduled the same hours as the absent store manager, including a one (1) hour meal period without pay. This does not apply to same day call-ins where less than eight (8) hours are worked.

(iii) The Employer agrees not to schedule two (2) shifts within a store that, if combined, would become one continuous shift of eight (8) hours or less, provided that the two (2) shifts are not separated by more than one (1) hour and no overtime is incurred. It is understood that this provision does not apply to overlapping shifts.

(f) The Employer agrees to pay a premium of eighteen dollars ($18.00) per day to an employee acting for the Store Manager in his/her absence, provided he/she is assigned to act for a minimum of three (3) consecutive hours. Such premium will not be paid to an

Assistant Manager in charge of the second shift. However, it would be applicable to other employees in charge of the store during the Manager's absence, while working the second shift.

(g) Aprons of a design approved by the Employer will be provided for use by store personnel involved in handling case stock.

(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, 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.

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

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

(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.

(l) Casual employees shall receive pregnancy and parental leave in accordance with the Employment Standards Act.

32.2 (a) Authorized work performed on any holiday listed in Article 8.1 shall be paid at the rate of two (2) times the employee's regular rate of pay.

(b) A casual employee shall receive eight percent (8%) of gross pay, not including vacation pay, which shall be added to his/her regular pay, to compensate for the paid holidays in Article 8 and in lieu of benefits under Article 21. Where, however, a casual employee is in receipt of benefits under Article 32.13, the casual employee shall receive four percent (4%) of gross pay, not including vacation pay, which shall be added to his/her regular pay, to compensate for the paid holidays in Article 8 and will not receive any amount in lieu of benefits under Article 21.

(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 pay.

(d) Casuals may observe up to three (3) weeks of vacation period provided such period is taken at a time acceptable to the Employer. The taking of such vacation itself will not be a reason to deny future work opportunity that otherwise would be available.

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 7.6(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.

32.4 **Applying for vacancies**

(a) Casuals shall have the right to apply for 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 employee promoted in accordance with Article 22.5 (a).

(b) The Employer agrees to give consideration to the qualifications and ability of casuals for permanent full-time vacancies at the entry level in their geographic area, subject to the provisions of Article 32.4 (c), provided that no permanent part-time employees have applied. Where qualifications and ability are relatively equal, seniority shall be the determining factor.

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

32.5 **Seniority**

(a) (i) A casual employee's seniority will accumulate upon completion of a probationary period of not less than six (6) calendar months and will be calculated from his/her first day of work of his/her most recent appointment to the casual staff of the Employer. Where an employee has worked less than four hundred (400) hours in the six (6) calendar months, it will be necessary to extend the probationary period. A casual employee in logistics who attains seasonal status shall retain his/her casual seniority in accordance with the provision, for the period of his/her seasonal status.

(ii) For the purposes of Article 32.4, 32.7, 51, 52 and the Memorandum of Agreement "Scheduling of Additional Hours", where employees have the same seniority date, the employee's casual appointment date shall be the determining factor. Where employees have the same casual appointment date, the employee identification number assigned by the Employer shall be the determining factor, with the senior employee having the lowest number.

(iii) For the purposes of seniority based rights under the Collective Agreement, a seniority list will be posted for the employees at each work place one (1) time per year.

(b) A casual employee will lose all seniority and his/her employment will be deemed to have been terminated if he/she is unavailable for work for a period of three (3) months or more, exclusive of any approved leave of absence.

32.6 Casual hours of work shall be allocated according to the seniority of the casual employees assigned to the applicable work unit or department.

32.7 **Medical Examinations**

(a) Where for reasons of health an employee is frequently absent or unable to perform his/her duties the Employer may require him/her to submit to a medical examination at the expense of the Employer.

(b) It is agreed that where the employee is unable to accept the choice of the doctor under 32.7(a) above, that arrangements will be made to select another doctor who would be mutually acceptable to the employee and the Employer.

32.8 **Bereavement Leave**

(a) (i) A casual employee, who would otherwise be at work, shall be allowed up to four (4) consecutive days of leave of absence with pay, for those hours scheduled, inclusive of the day of the funeral, in the event of the death of an employee's mother, father, brother, sister, step-mother, step-father, son, daughter, step-daughter, step-son or spouse.

(ii) In the event the funeral proceedings are not concluded within the four (4) consecutive days of leave of absence with pay, for those hours scheduled, as specified in Article 32.8(a) (i), the employee shall be allowed to use the fourth (4th) day of leave of absence with pay, for those hours scheduled, on a later date that is not consecutive to the third (3rd) day of leave of absence to address outstanding matters concerning the funeral proceedings, including interment. In such event, the fourth (4th) day of leave of absence with pay, for those hours scheduled, must be used within six (6) calendar months of the date of death.

(b) (i) A casual employee, who would otherwise be at work, shall be allowed up to three (3) consecutive days of leave of absence with pay, for those hours scheduled, inclusive of the day of the funeral, in the event of the death of an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, great grandparents, spouse's great-grandparents, grandchild, ward or guardian.

(ii) In the event the funeral proceedings are not concluded within three (3) consecutive days of leave of absence with pay, for those hours scheduled, as specified in Article 32.8 (b) (i), the employee shall be allowed to use the third (3rd) day of leave of absence with pay, for those hours scheduled, on a later date that is not consecutive to the second (2nd) day of leave of absence to address outstanding matters concerning the funeral proceedings, including interment. In such event, the third (3rd) day of leave of absence with pay, for those hours scheduled, must be used within six (6) calendar months of the date of death.

(c) A employee who would otherwise have been at work shall be allowed one (1) day leave of absence with pay in the event of the death, for those hours scheduled, and to attend the funeral of his or her aunt and uncle.

32.9 **Severance Pay**

Where a casual employee is entitled to severance pay under the Employment Standards Act, the Employer agrees to determine the payment based on the average weekly hours of the employee over the past twelve (12) calendar months, multiplied by the employee's years of service.

32.10 **Night Shift**

Casual employees shall only be scheduled on night shift (as defined in Article 7) on a voluntary basis however, if insufficient numbers of permanent full-time, permanent part-time, seasonal or casual employees volunteer for such shifts, casual employees may be assigned by reverse order of seniority commencing with the most junior qualified casual employee.

32.11 A casual employee working on the night shift as defined in Article 7.2(a), shall be paid a premium of two dollars ($2.00) per hour for each hour worked.

32.12 **Seasonal Status**

Appendix 4 (Seasonal Employees Logistics) of this Collective Agreement shall apply to those casual employees assigned to any logistics facility who achieved seasonal status in accordance with such Article.

32.13 **Casual Benefit Plan**

Effective April 1, 2014 casual employees who have worked 1300 hours in the previous calendar year and who have five (5) years of casual seniority may opt into the Casual Benefit Plans under the same benefit plans as full time employees, subject to the following limitations:

Basic Life Insurance- For employees only, in the amount of ten thousand dollars ($10,000.00) shall be provided to Casual employees as defined above.

Dental- for employees and their family, routine (Basic) services as provided under the Manulife Policy # 10055, or its equivalent up to a maximum of one thousand dollars ($1,000.00) per year per covered person.

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

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

21.1, 21.2 (a) (b) (c)(iii) (d) (e) and (f), 21.3 in its entirety, 21.4 in its entirety, 21.5 in its entirety, 21.7(a) major treatment and three thousand dollars ($3,000) maximum coverage does not apply, and 21.8.

ARTICLE 33 - Provincial Health and Safety Committee

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

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. 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.

33.2 **Composition and Time Off**

The PHSC shall be composed of three (3) "Union representatives" selected by the Union, and three (3) "Employer representatives", selected by the Employer. It is understood that "Union representatives" means bargaining unit employees of the LCBO. Provided there is at least thirty (30) calendar days notice in advance of the meeting, either party may invite one (1) person to attend

meetings to provide expertise and/or advice to the committee on safety issues that are being dealt with by the PHSC.

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

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.

33.5 All time lost, other than specified in the paragraph above, spent by the PHSC committee members to attend to PHSC business shall be charged to the Pool of nine hundred (900) days identified in Article 1.5(a) or shall be invoiced directly to the Liquor Board Employees Division of OPSEU as per the terms of Article 1.5(b) of the Collective Agreement.

33.6 **Certification Training**

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

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.

33.8 **Responsibility of Local Workplace Parties**

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

ARTICLE 34 - Permanent Part-Time Employees – Application

(Applicable to Permanent Part-time)

34.1 The only terms of this Collective Agreement that apply to permanent part-time employees are those that are set out in Article 34 to 49 and those listed in Article 35 – Other Applicable Articles – Permanent Part-Time Employees. No provision in this Collective Agreement other than those included in these articles shall apply to permanent employees in permanent part-time positions.

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 36 - Definitions – Permanent Part-Time Positions

(Applicable to Permanent Part-time)

36.1 The regularly scheduled hours of work for a permanent part-time position shall be as determined by the Employer, provided they are:

(a) less than thirty-six and one quarter (36 ¼), thirty-seven and one half (37 ½) or forty (40) hours per week, as applicable to the classification to which the permanent part-time position is assigned, but not less than fifteen (15) hours per week; or

(b) less than twenty (20) full days over a period of four (4) consecutive weeks, but not less than nine (9) full days of seven and one quarter (7 ¼), seven and one half (7 ½) or eight (8) hours, as applicable to the classification to which the permanent part-time position is assigned.

36.2 The "basic hourly rate" of pay for permanent part-time employees is the basic hourly rate for the class.

36.3 The "weekly salary" of a permanent part-time employee is the basic hourly rate times the applicable weekly hours of work.

36.4 "Weekly hours of work" shall be the average of the regularly scheduled weekly hours of a position calculated over a period of four (4) consecutive weeks.

36.5 "Annual salary" shall be the weekly salary multiplied by 52.17857.

36.6 Except by mutual agreement between the parties permanent part-time weekly hours of work of a position shall be limited to a maximum of five (5) days per calendar week.

ARTICLE 37 - Seniority – Permanent Part-Time Employees

(Applicable to Permanent Part-time)

37.1 (a) All permanent part-time employees shall be assigned a "fixed" seniority date as follows:

(i) All permanent part-time employees shall have their seniority date calculated by utilizing the following formula and the seniority accumulated as per the July 1996 permanent part-time seniority list:

$$\frac{\text{Total Hours of Work}}{\text{Full Time Hours of Work for the Class (Weekly)}} \text{ Divided by } 52.17857 = \text{Number of years of Full Seniority}$$

(ii) A permanent part-time employee who becomes permanent full-time after July 1, 1996 shall retain his/her fixed seniority date as established in (a) above and his/her seniority shall continue unbroken.

(iii) For the purposes of Article 22.5(a), 48, 51 and 52 where employees have the same seniority date, the employee identification number assigned by the Employer shall be the determining factor, with the senior employee having the lowest number.

(b) For the purposes of seniority based rights under the Collective Agreement, a seniority list will be posted for the employees at each work place one (1) time per year.

ARTICLE 38 - Hours of Work and Overtime

(Applicable to Permanent Part-time)

38.1 (a) "Overtime" means a period of authorized work consisting of at least fifteen (15) minutes performed in excess of:

(i) eight (8) hours per day or forty (40) hours per week for employees working in the applicable classification as identified in the Salary and Classification Schedule;

(ii) seven and one-half (7 ½) hours per day or thirty-seven and one-half (37 ½) hours per week for employees working in the applicable classifications as identified in the Salary and Classification Schedule; or

(iii) seven and one-quarter (7 ¼) hours per day or thirty-six and one-quarter (36 ¼) hours per week for employees working in the applicable classification as identified in the Salary and Classification Schedule;

computed to the nearest fifteen (15) minutes and shall be paid at the rate of one and one-half(1 ½) times the basic hourly rate of the employee unless otherwise provided in the Agreement.

(b) The starting time of the work week shall be Monday, 12:01 a.m.

(c) For payroll purposes, the start of the work week shall be Sunday at 12:01 a.m.

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) hours in a day. Split shifts may be scheduled provided the minimum work period for any part of a shift is two (2) consecutive hours.

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

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

38.3 An employee who is required to work before twelve (12) hours have elapsed since the completion of the employee's previous shift shall be paid time and one-half (1 ½) for those hours that fall within the twelve (12) hour period.

38.4 An employee who works three (3) hours in excess of the applicable daily hours referred to in Article 38.1 shall receive one-half (1/2) hour off with pay for a meal period.

38.5 There shall be no duplication or pyramiding of any premium payments or compensating leave provided by this Agreement.

38.6 **Acting Pay**

(a) The Employer agrees to pay a premium of eighteen dollars ($18.00) per day to an employee acting for the Store Manager in his/her absence, provided he/she is assigned to act for a minimum of three (3) consecutive hours. Such premium will not be paid to an Assistant Manager in charge of the second shift. However, it would be applicable to other employees in charge of the store during the Manager's absence, while working the second shift.

(b) An employee (other than those in (a) above) designated by the Employer to replace another employee in a higher classification shall receive a premium of two dollars ($2.00) per hour for each hour such duties are performed provided he/she works one (1) shift in the higher classification. Acting pay shall not exceed the maximum of the salary range of the higher classification.

38.7 **Rest Periods**

(a) There shall be one (1) fifteen (15) minute paid rest period during each four (4) consecutive hours of work.

(b) In addition an employee who is scheduled for a period in excess of five (5) hours shall receive one-half (1/2) hour off without pay for a meal period. Such meal period shall be scheduled in such a way that no employee works longer than five (5) hours without a meal period.

38.8 **Shift Premium and Night Shift**

(a) An employee shall receive a shift premium of one dollar ($1.00) per hour for all regular hours worked between 6:00 p.m. and 7:00 a.m. Where more than fifty per cent (50%) of the hours, inclusive of lunch and rest periods fall within this period, the premium shall be paid for all hours worked.

(b) An employee working on the night shift as defined in Article 7.2(a), shall be paid a premium of two dollars ($2.00) per hour for each hour worked.

(c) An employee who works the night shift and receives the premium set out in (b) above shall not also be eligible for the premium set out in Article 38.8(a).

(d) Shift premium shall not be considered as part of an employee's basic hourly rate.

(e) Employees shall apply for night shifts in accordance with Article 7.16.

(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.

38.9 It is understood and agreed that other arrangements regarding hours of work and overtime may be entered into between the parties with respect of variable work days or variable work weeks which includes compressed work week arrangements.

ARTICLE 39 - Paid Holidays

(Applicable to Permanent Part-time)

39.1 An employee shall be entitled to a holiday each year on each of the following days:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any special holiday as proclaimed by the Governor-General or Lieutenant Governor.

39.2 An employee shall be compensated for each of the holidays to which he/she is entitled under Article 39.1. The compensation shall be a pro-rated portion of the normal daily hours of work for the classification based on the ratio that his/her weekly core hours of work bear to normal weekly hours of work for the classification as prescribed by the Salary and Classification Schedule. Such compensation shall be considered time worked for the purpose of determining regularly scheduled hours and overtime.

39.3 When an employee works on a holiday listed in Article 39.1, in addition to any compensation to which he/she may be entitled under Article 39.2, the employee shall be paid at the rate of two (2) times the basic hourly rate for all hours worked with a minimum credit of the number of hours in his/her regularly scheduled working day.

39.4 Employees in receipt of premium payments contained in this article are not entitled to any other premiums contained in the collective agreement, with the exception of the premiums set out in Article 38.6(a).

ARTICLE 40 - Vacation and Vacation Credits

(Applicable to Permanent Part-time)

40.1 (a) An employee may take vacation leave of absence only to the limit of his/her accumulated vacation credits, up to forty (40) hours per week in a normal work week. An employee may not take vacation leave of absence during his/her first six (6) months service and his/her accumulated vacation credits shall be reduced by the vacation leave of absence taken.

(b) If the usage of vacation credits results in the employee receiving greater than forty (40) hours of compensation in a week, then only the credits required to attain forty (40) hours of compensation will be usable, and the balance will be returned to the employee.

40.2 An employee who leaves the Employer after less than six (6) months service shall receive vacation pay at the rate of four percent (4%) of salary paid to the employee during this period.

40.3 Pay in lieu of vacation credits is payable on separation or on death of an employee from the Employer when an employee has been with the Employer for six (6) months or more.

40.4 (a) An employee may accumulate vacation credits to a maximum of twice his/her rate of accrual but shall be required to reduce his/her balance of credits to a maximum of one (1) year's accrual by each December 31st.

(b) Where the Employer is unable to grant an employee his/her vacation entitlement following proper notice in accordance with the established procedures, the employee shall not lose vacation credits or pay.

40.5 An employee will be credited with his/her vacation for a calendar year at the beginning of each calendar year.

40.6 (a) An employee shall earn a pro-rated portion of the vacation credits shown below based on his/her weekly average which is the ratio that his/her weekly hours of work and the additional hours worked during the previous attendance year bear to the normal hours of work (weekly) for the classification as prescribed by the Salary and Classification Schedule. The weekly hours of work and the additional hours worked during the previous attendance year shall be divided by fifty-two (52) to determine a weekly average.

Vacation credits shall accumulate pro-rata for each month of service as follows:

(i) one and one-quarter (1 1/4) days per month for up to and including eight (8) years of service;

(ii) one and two-thirds (1 2/3) days per month after eight (8) years of service;

(iii) two and one-twelfth (2 1/12) days per month after sixteen (16) years of service; or

(iv) two and one-half (2 1/2) days per month after twenty-six (26) years of service.

(b) Where an employee has completed twenty-five (25) years of service there is added on that occasion only, that portion of five (5) days vacation credits represented by the ratio that

his/her weekly hours of work bear to the normal hours of work (weekly) for the classification as prescribed by the Salary and Classification Schedule.

(c) An employee who has completed twenty-five (25) or more years of service and is in at least his/her sixty-fifth (65th) year and who has advised the Employer in writing of his/her intention to retire during the calendar year shall be entitled to that portion of five (5) days pre-retirement leave represented by the ratio that his/her weekly hours of work bear to the normal hours of work (weekly) for the classification as prescribed by the Salary and Classification Schedule during the twelve (12) month period immediately preceding the employee's retirement date. It is understood and agreed, however, that should the employee's retirement date coincide with the anniversary of his/her twenty-fifth (25th) year of service he/she shall not be entitled to additional days of vacation provided for above. The maximum vacation entitlement under this subsection in any year shall be equivalent to six (6) times the weekly hours of work.

40.7 An employee is entitled to vacation credits under Article 40.6 in respect of a calendar month in which he/she is at work or on leave of absence with pay for at least one (1) work day.

40.8 Where vacation leave of absence is applied under Article 43.2 an employee may apply to the Employer for leave of absence without pay, after return to duty from sick leave and within a twelve (12) month period, equal to the vacation credits applied to his/her deficit of attendance credits.

40.9 The Employer will consider the preference of employees in the scheduling of vacation.

ARTICLE 41 - Attendance Credits

(Applicable to Permanent Part-time)

41.1 In this Article "attendance year" means the period from the 1st day of January in a year to and including the 31st day of December in the same year.

41.2 An employee is entitled to an attendance credit of that portion of fifteen (15) days as his/her weekly average which is the ratio that his/her weekly hours of work and the additional hours worked during the previous attendance year bear to the normal hours of work (weekly) for the classification as prescribed by the Salary and Classification Schedule in respect of each attendance year at the commencement of each attendance year and such credits will be added to those accumulated by the employee. The weekly hours of work and the additional hours worked during the previous attendance year shall be divided by fifty-two (52) to determine a weekly average.

41.3 An employee is entitled to attendance credits under Article 41.2 in respect of a calendar month in which he/she is at work or on leave of absence with pay for at least one (1) work day.

41.4 Upon commencement of employment an employee is entitled to an attendance credit in days computed by multiplying by that portion of one and one-quarter (1 1/4) as his/her regular weekly hours of work bear to the normal hours of work (weekly) for the classification as prescribed by the Salary and Classification Schedule times the number of whole months remaining in the attendance year calculated from and including the date of commencement of his/her service.

41.5 Notwithstanding the provisions of Article 41.3 an employee is not entitled to attendance credits under Article 41.2 in respect of a month in which the employee is absent from work:

(a) Without leave;

(b) By removal from employment for cause; or

(c) Without pay for the whole calendar month.

41.6 (a) An employee may use attendance credits against scheduled hours of work.

(b) If the usage of attendance credits results in the employee receiving greater than forty (40) hours of compensation in a week, then only the credits required to attain forty (40) hours of compensation will be usable, and the balance will be returned to the employee.

ARTICLE 42 - Termination Payments

(Applicable to Permanent Part-time)

42.1 (a) For the purposes of this Article "Severance Pay" is an amount computed by multiplying the total number of years of service of an employee by the weekly salary to which he/she was entitled at the date he/she ceased to be an employee.

(b) The total amount paid to an employee in respect of Severance Pay shall not exceed the annual salary of the employee at the date when he/she ceased to be an employee.

(c) Employees who are terminated for cause or who abandon their positions are not eligible for severance pay.

42.2 **Severance Pay**

An employee who has completed one (1) year of continuous service as a permanent employee and who ceases to be an employee by reason of:

(a) Death;

(b) Retirement with eligibility for a pension pursuant to the OPSEU Pension Plan;

(c) Termination due to inability to perform his/her duties by reason of mental or physical incapacity with eligibility for a disability pension under the OPSEU Pension Plan; or

(d) Layoff

shall be entitled to Severance Pay.

ARTICLE 43 - Sickness and Injury Leave

(Applicable to Permanent Part-time)

43.1 Except as herein provided no employee shall receive pay for absence caused by sickness or injury in excess of his/her accumulated credits.

43.2 Where, after having served one (1) year, an employee is absent by reason of sickness or injury for a period in excess of his/her accumulated credits, the employee has the option to use any credits accumulated for overtime and for vacation leave of absence to reduce the employee's deficit of attendance credits.

43.3 An employee may be granted pay for not more than fifteen (15) scheduled work days of excess absence and any payments in excess of credits shall be charged against the future credits to which

the employee becomes entitled, and any unpaid balance shall be deducted from the amount paid the employee or the employee's personal representative under Article 42, Termination Payments.

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

43.5 Where an employee is absent from work by reason of a condition for which the Workplace Safety and Insurance Board assumes liability the employee shall be eligible for Compensation Leave for a period not exceeding three (3) months or a total of sixty-five (65) scheduled work days where such absences are intermittent for each unrelated claim. During such leave the employee shall receive weekly salary with no reduction of accrued credits, but vacation and attendance credits shall continue to accumulate during the period.

43.6 Where an award is made under the Workplace Safety and Insurance Act to an employee that is less than the weekly salary of the employee and the award applies for longer than the period set out in Article 43.5 and the employee has accumulated credits, the weekly salary may be paid to the employee and the difference between the weekly salary paid and the compensation awarded shall be converted to its equivalent time and deducted from the employee's accumulated credits.

43.7 An employee to whom Article 43.5 or 43.6 applies is not entitled to be in receipt of compensation from the Workplace Safety and Insurance Board in respect of the absences covered by these articles.

43.8 Where an employee receives an award under the Workplace Safety and Insurance Act, and the award applies for longer than the period set out in Article 43.5 and the employee has exhausted all accumulated credits, the employee will be considered on leave without pay.

43.9 (a) Where for reasons of health an employee is frequently absent or unable to perform his/her duties the Employer may require him/her to submit to a medical examination at the expense of the Employer.

(b) It is agreed that where the employee is unable to accept the choice of the doctor under Article 43.9(a) above, that arrangements will be made to select another doctor who would be mutually acceptable to the employee and the Employer.

43.10 The Employer shall not require an employee, after his/her Workplace Safety and Insurance Board (WSIB) claim has been denied, to repay monies received from the Employer under Article 43, until such employees' WSIB appeals have been exhausted or when such appeals have been determined by a WSIB Tribunal.

ARTICLE 44 - Special and Compassionate Leave

(Applicable to Permanent Part-time)

44.1 The Employer may grant leave of absence with pay for not more than three (3) scheduled work days in any attendance year as defined in Article 41.1 to an employee upon any special or compassionate ground and the period of the leave shall be charged against the attendance credits of the employee unless otherwise herein provided.

44.2 Leave of absence with pay may be granted for special or compassionate purposes:

(a) Up to six (6) months with the approval of the Employer; and
(b) Over six (6) months upon the recommendation of the Employer and with the approval of the Lieutenant Governor in Council.

ARTICLE 45 - Bereavement Leave

(Applicable to Permanent Part-time)

45.1 (a) An employee who would have otherwise been at work shall be allowed up to four (4) consecutive calendar days of leave of absence with pay, inclusive of the day of the funeral in the event of the death of an employee's mother, father, brother, sister, step-mother, step-father, son, daughter, step-son, step-daughter, or spouse and such leave shall not be charged against attendance credits.

(b) In the event the funeral proceedings are not concluded within the four (4) consecutive days of leave of absence with pay, as specified in Article 45.1 (a) above, the employee shall be allowed to use the fourth (4th) day of leave of absence with pay on a later date that is not consecutive to the third (3rd) day of leave of absence to address outstanding matters concerning the funeral proceedings, including interment. In such event, the fourth (4th) day of leave of absence with pay must be used within six (6) calendar months of the date of death.

45.2 (a) An employee who would have otherwise been at work shall be allowed up to three (3) consecutive days of leave of absence with pay, inclusive of the day of the funeral in the event of the death of an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, great-grandparents, spouse's great-grandparents, grandchild, ward or guardian and such leave shall not be charged against attendance credits.

(b) In the event the funeral proceedings are not concluded within three (3) consecutive days of leave of absence with pay, as specified in Article 45.2 (a) above, the employee shall be allowed to use the third (3rd) day of leave of absence with pay on a later date that is not consecutive to the second (2nd) day of leave of absence to address outstanding matters concerning the funeral proceedings, including interment. In such event, the third (3rd) day of leave of absence with pay must be used within six (6) calendar months of the date of death.

(c) An employee who would otherwise have been at work shall be allowed one (1) day leave of absence with pay in the event of the death and to attend the funeral of his or her aunt and uncle.

ARTICLE 46 - Pregnancy, Parental and Adoption Leave

(Applicable to Permanent Part-time)

46.1 **Pregnancy Leave**

The Employer agrees to provide for pregnancy leave, without pay and in accordance with the provisions of the Ontario Employment Standards Act to a pregnant employee whose due date is at least thirteen (13) weeks after she commenced employment. During such leave, the Employer shall continue the Dental, Basic Life Insurance, LTIP, and Supplementary Health and Hospitalization Insurance, including Vision/Hearing Care, coverage provided under Article 49 of this agreement for a maximum of seventeen (17) weeks, if the employee elects to

continue to pay her portion of the applicable premiums for these plans. Credits will continue to accumulate for this seventeen (17) week period.

46.2 (a) An employee entitled to pregnancy leave under Article 46.1, who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

(b) In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

(i) for the first two (2) weeks covering the employment insurance waiting period, payments equivalent to ninety-three percent (93%) of the actual gross weekly salary for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustment to which she may become entitled;

AND

(ii) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly employment insurance benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of her actual gross weekly salary for the classification which she was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustment to which she may become entitled.

46.3 An employee on pregnancy leave under Article 46.1 shall also be entitled to an additional parental leave of absence without pay of up to thirty-five (35) weeks in accordance with the Employment Standards Act. The request for this additional leave must be made in writing, at least four (4) weeks prior to the expiration of her pregnancy leave and must commence immediately following the pregnancy leave. During such leave, the Employer shall continue the Dental, Basic Life Insurance, LTIP, and Supplementary Health and Hospitalization Insurance, including Vision/Hearing care, coverage provided under Article 49 of this Agreement for a maximum of thirty-five (35) weeks, if the employee elects to continue to pay her portion of the applicable premiums for these plans. Credits will continue to accumulate for this thirty-five (35) week period.

46.4 An employee returning from a leave of absence under Articles 46.1, 46.3 or 46.5 shall be assigned to his or her former classification and be paid at the step in the salary range that she or he had attained when the leave of absence was granted, or in the step in the salary range she or he would have attained had she or he worked throughout the leave, whichever is greater.

46.5 (a) The Employer agrees to provide parental leave without pay of up to thirty-seven (37) weeks to an employee who has not received pregnancy leave under Article 46.1, and who has been employed for at least thirteen (13) weeks in accordance with the Ontario Employment Standards Act. During such leave, the Employer shall continue the Dental, Basic Life Insurance, LTIP, and Supplementary Health and Hospital Insurance, including Vision/Hearing Care, coverage provided under Article 49 of this agreement for a period of up to thirty-seven (37) weeks, if the employee elects to continue to pay his/her portion of the applicable premiums for these plans. Credits will continue to accumulate for this thirty-seven (37) week period.

(b) To receive the leave set out in Article 46.5 (a) above, an employee must supply the Employer with proof of the child's birth or an adoption certificate when applying for parental leave.

46.6 **Parental Leave**

(a) An employee entitled to parental leave under Article 46.3 or 46.5 who provides the Employer with proof that he/she has applied for and is eligible to receive employment insurance benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

(b) In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following: For natural fathers or adoptive parents only:

(i) for the first two (2) weeks covering the employment insurance waiting period, payments equivalent to ninety-three percent (93%) of the actual gross weekly salary for his/her classification which he/ she was receiving on the last day worked prior to the commencement of the parental leave, including any retroactive salary adjustment to which he/she may become entitled;

AND

For all natural and adoptive parents:

(ii) up to a maximum of ten (10) additional weeks payments equivalent to the difference between the sum of the weekly employment insurance benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual gross weekly salary for his/her classification which he/she was receiving on the last day worked prior to the commencement of the parental leave, including any retroactive salary adjustment to which he/she may become entitled.

ARTICLE 47 - Uniforms, Attire and Special Allowances

(Applicable to Permanent Part-time)

47.1 The Employer shall supply to an employee in the store system an issue of five (5) long sleeve or short sleeve shirts or blouses, every one (1) year and of a design approved by the Employer. Aprons of a design approved by the Employer will be provided for use by store personnel involved in handling case stock.

47.2 (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.

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

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

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

(c) All-weather jackets and/or work vests will be made available for those warehouse personnel whose work activities justify their use.

(d) All-weather jackets for inclement weather will be made available at the applicable stores where the required duties necessitate store personnel to perform loading duties outdoors in such weather.

47.3 Employees physically unable to wear safety footwear for medical reasons, as certified by a physician, shall not be permitted to enter the work area unless a physician's certificate of exemption has been provided to the employee's immediate supervisor. Those employees so authorized shall be required to wear safety toe caps, the cost of which shall be borne by the Employer.

ARTICLE 48 - Job Security

(Applicable to Permanent Part-time, Casual: applicability limited to 48.7(d)(ii) exclusively)

48.1 Where a lay-off may occur for a period in excess of ninety (90) calendar days by reason of shortage of work or funds or the abolition of a position or other material change in organization, the identification of a surplus employee in an establishment and subsequent assignment, displacement or lay-off shall be in accordance with seniority subject to the conditions set out in this article.

48.2 For the purpose of this article:

(a) An "establishment" is an employee's headquarters at or from which an employee normally performs his/her duties.

(b) (i) A "work area" includes all Employer establishments within the geographic posting area of any given establishment.

(ii) In the event that there are fewer than five (5) establishments in the work area defined under (i) above, the five (5) establishments nearest the given establishment shall constitute that work area.

(iii) The current geographic posting areas shall not be altered by the Employer during the term of this agreement unless otherwise agreed between the parties.

(c) It is understood that when it is necessary to assign surplus employees in accordance with this article, the provisions of Article 22 shall not apply.

48.3 **Surplus and Lay Off**

Where an employee is identified as surplus, he/she shall be assigned on the basis of his/her seniority to a permanent part-time vacancy in his/her work area, provided he/she is qualified to

perform the work and the weekly salary of the vacancy is not greater than two percent (2%) above nor sixteen percent (16%) below the weekly salary of his/ her position in the following sequence:

- a vacancy which is in the same class or position as the employee's class or position;
- a vacancy in a class or position in which the employee has served since his/her appointment date;
- another vacancy.

48.4 With mutual consent (employee and Employer), a surplus employee shall be assigned on the basis of his/her seniority to a vacant permanent part-time position in another work area provided he/she is qualified to perform the work and the weekly salary of the vacancy is not greater than two percent (2%) above nor sixteen percent (16%) below the weekly salary of his/her class. In those cases where an employee accepts a position outside of his/her work area and the distance from his/her residence is greater than fifty (50) kilometres the Employer agrees to the reimbursement of approved relocation expenses up to five thousand dollars ($5,000.00).

48.5 An employee who does not accept an assignment in accordance with Article 48.3, shall be laid off and the provisions of Article 48.7 shall not apply.

48.6 Where an employee has not been assigned to a vacancy in accordance with Articles 48.3 or 48.4, he/she shall be subject to lay-off in accordance with the following applicable provisions.

48.7 **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 permanent part-time 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 permanent part-time 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 permanent part-time 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.

(d) (i) Failing the opportunity for displacement under (c) above, the Employer shall review casual work requirements in the surplus employee's work area until a work place is found where the surplus employee's seniority exceeds the casual employee's seniority. Such employee shall be displaced by the surplus employee provided that the surplus employee agrees to such placement.

(ii) A permanent part-time employee who displaces a casual employee shall retain his/her permanent part-time seniority during his/her status as a casual employee.

(e) An employee may elect to waive one (1) or more of their displacement rights under Article 48.7 for the purpose of avoiding the need to travel to a new establishment.

48.8 Where no displacement is possible under Article 48.7 or where an employee chooses not to exercise those rights, he/she shall be laid off.

48.9 An employee who intends to exercise his/her rights under Article 48.7 must notify the Employer as far in advance as possible but not later than two (2) weeks from the date the employee is notified of being surplus. Where the employee fails to notify the Employer within the two (2) weeks specified, he/she shall be deemed to have opted to be laid off.

48.10 An employee who is displaced by an employee who exercises his/her rights under Article 48.7 shall be declared surplus and the provisions of this article shall apply.

48.11 **Notice of Lay-off**

An employee shall receive a notice of lay-off or pay in lieu thereof as follows:

One (1) weeks' notice for each year of seniority, with a minimum of four (4) weeks and a maximum of fifteen (15) weeks, with copies of such notice to the Union.

48.12 **Recall**

An employee who is laid off shall be placed on a recall list.

48.13 An employee on the recall list shall be notified of all permanent part-time vacancies, including those posted in accordance with Article 22. Notices shall be forwarded by registered mail to the employee's last known address. Such employee shall be assigned to the vacancy if he/she applies therefore within fourteen (14) days and either:

(a) he/she is qualified and has the greatest seniority amongst the eligible applicants, including those who are being considered in accordance with Article 22.5(a); or

(b) he/she is the successful candidate in accordance with the provision of Article 22.5(b), where applicable.

48.14 Except as specified in Article 48.4, relocation expenses resulting from any assignments under this article shall be the responsibility of the employee.

48.15 Where an employee who has been laid off is assigned under this article to the same position or a position in the same class as the position he/she occupied at the time of lay-off, he/she shall be assigned to the step within the salary range applicable to the position, equivalent to the step at which he/she was paid at the time of lay-off.

48.16 Where an employee is assigned under this article to a position with a classification having a different maximum salary than the maximum salary of the employee's position prior to assignment or lay-off, the employee shall be paid at the rate closest to but not greater than the rate he/she was receiving prior to the assignment or lay-off. This provision shall not apply to an employee promoted under Article 48.13.

48.17 Where an employee who has been laid off or who has displaced a casual employee is reassigned to a permanent position his/her seniority shall be deemed to be continuous.

48.18 An employee shall be removed from the recall list after two (2) years of continuous lay-off.

48.19 In no case will the Employer train a new employee for a permanent part-time vacancy or a new permanent part-time position where there is a surplus employee who has not been assigned under any other provision of this Article or any person who has rights under Article 48.13 who could qualify for the vacancy through the same training program, and where that surplus employee or other person agrees to accept retraining in lieu of all other rights set out in this Article.

48.20 The Employer shall provide the Union with recall lists and amendments thereto.

48.21 **Separation Allowance**

Where an employee resigns from his/her employment with the Employer within two (2) weeks after receiving notice of lay-off under Article 48.11 he/she shall be entitled to a separation allowance as follows:

(a) One thousand dollars ($1,000.00) for one (1) year of seniority or more, but less than five (5) years.

(b) Two thousand dollars ($2,000.00) for five (5) years of seniority or more, but less than ten (10) years.

(c) Three thousand dollars ($3,000.00) for ten (10) years of seniority or more, but less than fifteen (15) years.

(d) Four thousand dollars ($4,000.00) for fifteen (15) years of seniority or more, but less than twenty (20) years.

(e) Five thousand dollars ($5,000.00) for twenty (20) years of seniority or more.

In addition and upon request, he/she shall be provided assistance with resume preparation, job search skills, and where possible, notification of any retraining and/or job skill development opportunities, provided the employee requests the assistance within twelve (12) months of resignation.

ARTICLE 49 - Employees' Group Insurance and Medical Benefits Plans

(Applicable to Permanent Part-time)

The Parties agree the details set out herein under Article 49 are intended merely as a convenient reference to the more important terms and provisions of these benefits. The master contracts covering these plans shall be the governing documents and the entitlement to benefits is determined solely by the Insurance Carrier.

49.1 **Ontario Health Insurance Plan (OHIP)**

(a) The Ontario Health Insurance Plan (OHIP) as may be amended from time to time is available to employees and eligible dependents as Ontario residents as "Basic Health and Hospitalization Insurance"

(b) The Employer shall pay for such coverage through the applicable payroll tax.

49.2 **Supplementary Health and Hospitalization**

(a) The plan is intended to cover a number of medical and hospital costs not covered under OHIP.

(b) This plan shall continue as heretofore in effect for employees and eligible dependents.

(c) Plan Details

(i) this plan shall cover the employee, the employee's spouse and all other dependents under twenty-one (21) years of age, or a dependent who is between the ages of twenty-one (21) and twenty-five (25) and is a full-time student attending an educational institution or a mentally or physically handicapped child of an employee, provided such child is unmarried, twenty-one (21) years of age or over, dependent upon such employee for support and was mentally or physically handicapped and insured as a dependent immediately prior to age twenty-one (21);

(ii) A pay-direct prescription drug card will be issued to all eligible employees to be utilized at pharmacies which honour this card system, upon completion of the enrollment process which includes the positive enrollment of all covered individuals (employees and dependents) and spousal coordination of benefits information. In instances where the pay-direct drug card cannot be utilized, the claim may be submitted to the insurance carrier on the prescribed paper form.

The following is the drug plan coverage provided for eligible employees and dependents under either method of claim submission:

(a) Ninety percent (90%) of reasonable and customary medically necessary expenses incurred for drugs and medicines requiring a prescription by law, vaccinations and serums (defined as preventative vaccines for Hepatitis A and/or B, Influenza, Meningitis and Chicken Pox with a drug identification number (DIN), and allergy serums as prescribed by a physician and administered by a qualified health care practitioner if they are not covered by a provincial health plan), and other specified life-sustaining drugs as defined and administered by the insurer and subject to change from time to time if they are:

(i) Prescribed by a physician, nurse practitioner, where applicable, or dentist for the treatment of a diagnosed illness or injury, and

(ii) Dispensed by a licensed pharmacist or by a physician or dentist legally licensed to dispense drugs,

(b) Such covered prescription drugs and medicines will be subject to generic substitution and an eight dollars ($8.00) maximum dispensing fee for each prescription. If the prescription specifically prescribes no generic substitution, then the brand name drug will be covered.

(iii) Eligible expenses include:

(a) Charges by a licensed hospital for room and board and for hospital services and supplies furnished for care and treatment, up to one hundred and seventy dollars ($170.00) per day, effective September 1, 2005 (for expenses incurred after that date).

(b) Charges for private duty nursing in your home by a registered graduate nurse 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.

(c) Artificial limbs and eyes, crutches, splints, casts, trusses and braces.

(d) Rental of wheelchairs, hospital beds or iron lungs required for temporary therapeutic use. A wheelchair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost.

(e) Oxygen and its administration.

(f) Hearing aids and eye glasses if required as a result of accidental injury.

(g) Ambulance services.

(h) Dental services and supplies which are provided by a dental surgeon within a period of eighteen (18) months following accident for treatment of accidental injury to natural teeth including replacement of such teeth or for the setting of a jaw fractured or dislocated in an accident, excluding any benefits payable under any provincial medical plan.

(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) 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.

(j) Charges for the services of a psychologist up to fifty dollars ($50.00) per half (1/2) hour for individual psychotherapy and/or testing and thirty-five dollars ($35.00) for all other visits.

(k) Fees for services rendered outside of Ontario, by a physician, surgeon or a specialist legally licensed to practice medicine, in excess of the charges which are allowed under the Provincial Health Insurance Plan, but not to exceed the amount specified in the Ontario Medical Association Tariff.

(l) Charges for surgery by a podiatrist, performed in a podiatrist's office to a maximum of one hundred and sixty dollars ($160.00).

(d) If an employee elects to participate in the Plan, the Employer shall pay forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%), or eighty percent (80%) of the monthly premium for the Supplementary Health and Hospitalization Plan (including vision/hearing), whichever is closest to the percentage that the employee's weekly hours of work bear to the applicable weekly full-time hours. The employee shall pay the balance of the monthly premium through payroll deduction.

(e) (i) This coverage provides for vision care to a maximum of three hundred dollars ($300.00) 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.

(ii) This coverage provides for hearing aid coverage to a maximum of two thousand five hundred dollars ($2,500.00 [2 x $1,250.00/ear]) in any thirty six (36) month period.

(f) This coverage provides for reimbursement of the costs of the employee's and dependent's eye exams not covered under the Provincial Health Plan, to a maximum of eighty dollars ($80) paid once every two years.

49.3 **Basic Life Insurance**

(a) The Employer shall provide life insurance to each active employee in the amount of one hundred percent (100%) of annual salary or ten thousand dollars ($10,000.00), whichever is greater.

(b) Upon retirement under the OPSEU Pension Plan text, Basic Life Insurance shall be provided at no cost, but reduced to two thousand dollars ($2,000.00) on the first of the month coinciding with or next following date of retirement and this amount will be continued for the remainder of life.

(c) If any employee becomes totally disabled before his/her sixty-fifth (65th) birthday so that he/she is unable to perform any work for a continuous period of at least nine (9) months, the Basic Life Insurance will be kept in force without cost to the employee as long as the total disability continues subject to reductions at age sixty-five (65) described above.

(d) Conversion privileges to standard life and term insurance of the insurer are available upon leaving the employ of the Employer.

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

49.4 **Optional Life Insurance For Employees and Dependents**

(a) An employee may purchase life insurance additional to the Basic Life Insurance in units of ten thousand dollars ($10,000) up to a maximum of three hundred and fifty thousand dollars ($350,000), or as may be amended from time to time. This option shall be available without evidence of insurability for coverage amounts of up to forty thousand dollars ($40,000) when the employee first becomes eligible. If any application for Optional Life Insurance is made for more than forty thousand dollars ($40,000), or it is made more than thirty-one (31) days after first becoming eligible, evidence of insurability satisfactory to the insurer must be supplied. An application from an employee to increase the amount of insurance currently held will also require evidence of health satisfactory to the Insurer.

(b) The premium will be determined by the amount of insurance and will be adjusted with changes in the insurance amount and in the age of the employee as per the established five (5) year age bands in the premium schedule. In the event of death from any cause (excluding suicide within the first two (2) years of coverage), the amount of Optional Life Insurance under the plan will be paid to the beneficiary named. Change of beneficiary (within the limits set by law) may be made at any time by completing a form which may be obtained from the Human Resources Division.

(c) At their option, employees may purchase life insurance for dependents in the following amounts:

For Spouse: In units of ten thousand dollars ($10,000) to a maximum of two hundred thousand dollars ($200,000).

For Dependent Children: In units of one thousand dollars ($1,000) to a maximum of five thousand dollars ($5,000).

Option is also available to have only one dependent covered (i.e. spouse only or one dependent child only), or more than one dependent (i.e. spouse and/or all dependent children).

(d) Conversion privileges are available upon leaving the employ of the Employer for employee and spouse insurance only.

(e) The cost of the above plans shall be borne solely by the employee.

49.5 **Long Term Income Protection Plan (LTIP)**

(a) The LTIP Plan shall be continued and shall be upon the same basis as heretofore in effect.

(b) Plan Details:

(i) LTIP benefits will become payable if while insured the employee becomes "totally disabled" - benefits continue during disability to age sixty-five (65), after an elimination period of six (6) months, or the expiration of accumulated attendance credits, whichever is the later;

(ii) "total disability" under this plan means the continuous inability as the result of illness or injury of the insured employee to perform each and every duty of normal occupation during the elimination period, and during the first twenty-four (24) months of the benefit period; and thereafter, during the balance of the benefit period, the inability to perform any and every duty of each gainful occupation for which the employee is reasonably fitted by education, training or experience;

(iii) LTIP benefits shall be sixty-six and two-thirds percent (66 2/3%) of the employee's weekly salary, earned on the last day worked, including any retroactive salary adjustment to which the employee is entitled;

(iv) while the employee is receiving LTIP benefits, the Employer will maintain the employee's pension contributions in accordance with the OPSEU Pension Plan text;

(v) if the employee becomes disabled again while still insured for this benefit, the income benefits will be payable on completion of the elimination period, however, if within three (3) months after benefits have ceased, the employee has a recurrence of a disability due to the same or a related cause, it will not be necessary to satisfy the elimination period again;

(vi) an employee in receipt of LTIP benefits who is able to resume activity on a gradual basis during recovery, partial benefits may be continued during rehabilitative employment - "rehabilitative employment" means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received - when considering rehabilitative employment benefits, LTIP will take into account the rehabilitative benefit which will be the monthly LTIP benefit less fifty

percent (50%) of rehabilitative employment earnings - the benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months – rehabilitative employment may be with the Employer or with another employer;

(vii) the LTIP benefit to which an employee is entitled under (iii) above will be reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employer makes a contribution except for Workplace Safety and Insurance Benefits paid for an unrelated disability.

49.6 Dental Plan

(a) The Employer will continue to provide the option of a dental coverage plan as provided for under Manulife Policy Number 10055, or its equivalent, except for the modifications as set out herein. Recall exams and scaling shall be limited to every nine (9) months (except for children 12 years and under); oral hygiene instruction shall be restricted to once per lifetime; pit and fissure sealants restricted to dependent children six (6) to eighteen (18) years of age; and combined basic [routine] and major treatment, shall be limited to a maximum of Three Thousand Dollars ($3,000.00) per year, per insured employee and Three Thousand Dollars ($3,000.00) per year for each of his/her dependents. Crown and bridges coverage at 50 percent (50%) reimbursement shall be included within the Three Thousand Dollar ($3,000.00) maximum per year referenced above. Orthodontic treatment eligible expenses covered at fifty percent (50%) to a lifetime maximum of Three Thousand Dollars ($3,000.00) (limited to eligible dependents six (6) to eighteen (18) years of age on the date initial orthodontic appliance is installed)

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

Effective April 1, 2014 (for expenses incurred after that date), the schedule of fees shall be based on the 2014 Ontario Dental Association Fee Schedule.

Effective April 1, 2015 (for expenses incurred after that date), the schedule of fees shall be based on the 2015 Ontario Dental Association Fee Schedule.

Effective April 1, 2016 (for expenses incurred after that date), the schedule of fees shall be based on the 2016 Ontario Dental Association Fee Schedule.

(c) If an employee elects to participate, the Employer shall pay forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%) or eighty percent (80%) of the monthly premium for the Dental Plan, whichever is closest to the percentage that the employee's weekly hours of work bear to the applicable weekly full-time hours. The employee shall pay the balance of the monthly premium through payroll deduction.

49.7 Pensions

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

49.8 Employee Assistance

(a) It is recognized that the success of the Employee Assistance Program is enhanced by the cooperation and support of both the Employer and the Union. It is further agreed that substantial changes to the scope or framework of the Program shall only take place upon consultation between the parties.

(b) Additionally, under the Employee Assistance Program, a Trauma Response Service will be made available to all LCBO employees who, in the course of their duties are subject to acts of violence. The Local Union President or Unit Steward, as applicable, will be advised forthwith whenever the Trauma Response Team is activated.

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

ARTICLE 50 - Technological Change

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

50.1 For the purpose of this article "technological change" shall be defined as the introduction of equipment or methods of operation which is significantly different from that previously utilized.

50.2 In the event of technological change the Employer will make every reasonable effort to minimize adverse effects on employees which may be caused by such change.

50.3 (a) The Employer shall give at least sixty (60) days notice to the Union prior to the introduction of technological change, providing information in writing as to the nature of the change, date of change, approximate number and location of employees likely to be affected and the expected effects on employees.

(b) Notwithstanding the above, where the introduction of technological change will result in the lay-off of an employee who has completed his/her probationary period, the notice under (a) above shall be at least ninety (90) days and shall be given to the Union and the employee(s) affected.

(c) Where the delay in introducing a technological change would have a significant adverse effect on the Employer's operations, the periods of notice in (a) and (b) above shall be provided to the Union as expeditiously as possible.

50.4 (a) Matters relating to technological change and its effects shall be referred to the committee established under Article 1.7 for discussion with the objective of reaching an understanding regarding any specific arrangements that may be appropriate in order to assist in minimizing the impact of such changes on employees.

(b) It is understood that under (a) above the Committee may discuss reallocation and retraining provisions, if appropriate. Retraining costs shall be the responsibility of the Employer.

ARTICLE 51 - Unforeseen Work at Stores

(Applicable to Permanent Part-time and Casual)

51.1 When it is necessary to offer permanent part-time and/or casual employees' work that becomes available after the schedule was posted, the following procedure shall apply.

51.2 For the purposes of clarity, "schedule" means hours of work posted as per Article 7.4(a)(i), 32.1(a), and 38.2(a) of the collective agreement. Further, it is not intended to apply the terms of this agreement to overtime requirements.

51.3 (a) The work shall be offered by store in order of seniority, to permanent part-time employees first, then to casual employees, provided they are qualified to perform the work and no overtime is incurred.

(b) In the event that the employee's availability cannot be confirmed at the time of offer, the next most senior employee shall be offered the work.
(c) An employee who declines the offer as mentioned above will not be subject to discipline as a result.
(d) An employee who is not available when the schedule was posted will be deemed not available until the next schedule is posted unless the employee confirms their availability to the Manager prior to when the work is offered.

(e) If the employee identified by (a) above is already scheduled on the date the work is required, he/she must work the scheduled shift unless there is mutual agreement between the Employer and the employee, in which case, his/her schedule may be changed.

ARTICLE 52 - Call In of Permanent Part-Time and/or Casual Employee's From Other Stores

(Applicable to Permanent Part-time, Casual)

52.1 When it is necessary to call in permanent part-time and/or casual employees from other stores, the following procedure will apply:

(a) For the purpose of this agreement each store will have a designated store that is to be contacted first. Stores will be designated by the Employer. In remote areas of the province it may not be practical to do so. The Employer agrees to provide the Union with a list indicating the designation of stores as per this Agreement and changes as they occur.

(b) Available employees at the contacted store shall be called in, in order of seniority, permanent part-time employees first, then casual employees, provided they are qualified to perform the work and no overtime is incurred.

(c) In the event that the employee's availability cannot be confirmed at the time of offer, the next most senior employee shall be offered the work.

52.2 It is understood that employees are not entitled to solicit work outside their home store.

52.3 An employee who declines the offer as mentioned above will not be subject to discipline as a result.

52.4 Permanent part-time and/or casual employees must work scheduled shifts at their home store. Employees must fulfill their obligation to work scheduled hours at their home store and cannot fail to appear for work by virtue of having obtained work at another store.

52.5 In the event there is a need to call-in employees from a store other than the designated store, the same procedure will apply.

ARTICLE 53 - Term of Agreement

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

53.1 This Agreement will continue in effect until March 31, 2017.

This Agreement shall continue automatically thereafter for periods of one (1) year unless either party notifies the other party in writing of its desire to enter into negotiations for renewal of this Agreement in which event this Agreement shall continue until a new Agreement is executed.

SCHEDULE OF CASUAL HOURLY WAGE RATES:
April 1, 2013 - March 31, 2017

Class Code	Class Title	Effective Date	Salary	Salary
021	Office Clerk	4/1/2013		$19.21
(Previously 40, 41)		6/5/2013	$18.65	$19.21
		4/1/2014	$18.65	$19.21
		4/1/2015	$19.01	$19.59
		4/1/2016	$19.38	$19.97
023	Senior Office Clerk	4/1/2013		$21.44
(Previously 70, 71)		6/5/2013	$20.82	$21.44
		4/1/2014	$20.82	$21.44
		4/1/2015	$21.23	$21.86
		4/1/2016	$21.64	$22.29
051	Lab Technician	4/1/2013		$21.86
(Previously 24, 25)		6/5/2013	$21.22	$21.86
		4/1/2014	$21.22	$21.86
		4/1/2015	$21.63	$22.29
		4/1/2016	$22.05	$22.73
061	Stationary Engineer	4/1/2013		$21.06
(Previously 22, 23)		6/5/2013	$20.45	$21.06
		4/1/2014	$20.45	$21.06
		4/1/2015	$20.85	$21.47
		4/1/2016	$21.26	$21.89
063	Maintenance Serviceperson	4/1/2013		$26.33
(Previously 74, 75)		6/5/2013	$25.56	$26.33
		4/1/2014	$25.56	$26.33
		4/1/2015	$26.06	$26.84
		4/1/2016	$26.57	$27.36
065	Maintenance Mechanic	4/1/2013		$29.39
(Previously 76, 77)		6/5/2013	$28.53	$29.39
		4/1/2014	$28.53	$29.39
		4/1/2015	$29.09	$29.96
		4/1/2016	$29.66	$30.54

Class Code	Location	Effective Date	Range	
069	Part-time Store Cashiers	4/1/2013		$20.27
(Previously 26)		6/5/2013	$19.68	$20.27
		4/1/2014	$19.68	$20.27
		4/1/2015	$20.06	$20.67
		4/1/2016	$20.45	$21.07

Employees may be allowed to progress through the salary range on the employee's anniversary date, upon satisfactory work performance and attendance.

WAGE GRID FOR CASUAL EMPLOYEES HIRED ON OR BEFORE SEPTEMBER 1, 2002

Class Code	Location	Effective Date		Range		
012	Retail - Stores and Depots	4/1/2013	$14.94	$16.44	$17.95	$20.27
		4/1/2014	$14.94	$16.44	$17.95	$20.27
		4/1/2015	$15.23	$16.76	$18.30	$20.67
		4/1/2016	$15.53	$17.09	$18.66	$21.07
(Annual increases on anniversary date)						
013	Logistics	4/1/2013	$14.94	$16.44	$17.95	$20.27
		4/1/2014	$14.94	$16.44	$17.95	$20.27
		4/1/2015	$15.23	$16.76	$18.30	$20.67
		4/1/2016	$15.53	$17.09	$18.66	$21.07
(Annual increases on anniversary date)						
014	Head Office - Clerical	4/1/2013	$14.94	$16.44	$17.95	$20.27
		4/1/2014	$14.94	$16.44	$17.95	$20.27
		4/1/2015	$15.23	$16.76	$18.30	$20.67
		4/1/2016	$15.53	$17.09	$18.66	$21.07
(Annual increases on anniversary date)						

Employees may be allowed to progress through the salary range on the employee's anniversary date, upon satisfactory work performance and attendance.

WAGE GRID FOR CASUAL EMPLOYEES HIRED AFTER SEPTEMBER 1, 2002 AND BEFORE JUNE 5, 2013

Class Code	Location	Effective Date		Range			
033	Retail - Stores and Depots	4/1/2013	$14.94	$16.44	$17.95	$19.03	$20.27
		4/1/2014	$14.94	$16.44	$17.95	$19.03	$20.27
		4/1/2015	$15.23	$16.76	$18.30	$19.40	$20.67
		4/1/2016	$15.53	$17.09	$18.66	$19.78	$21.07
(Annual increases on anniversary date)							

Class Code	Location	Effective Date		Range			
034	Logistics	4/1/2013	$14.94	$16.44	$17.95	$19.03	$20.27
		4/1/2014	$14.94	$16.44	$17.95	$19.03	$20.27
		4/1/2015	$15.23	$16.76	$18.30	$19.40	$20.67
		4/1/2016	$15.53	$17.09	$18.66	$19.78	$21.07
(Annual increases on anniversary date)							
035	Head Office - Clerical	4/1/2013	$14.94	$16.44	$17.95	$19.03	$20.27
		4/1/2014	$14.94	$16.44	$17.95	$19.03	$20.27
		4/1/2015	$15.23	$16.76	$18.30	$19.40	$20.67
		4/1/2016	$15.53	$17.09	$18.66	$19.78	$21.07
(Annual increases on anniversary date)							

Employees may be allowed to progress through the salary range on the employee's anniversary date, upon satisfactory work performance and attendance.

WAGE GRID FOR CASUAL EMPLOYEES HIRED ON OR AFTER June 5, 2013

Class Code	Location	Effective Date		Range				
052	Retail - Stores and Depots	6/5/2013	$14.51	$14.94	$16.44	$17.95	$19.03	$20.27
		4/1/2014	$14.51	$14.94	$16.44	$17.95	$19.03	$20.27
		4/1/2015	$14.79	$15.23	$16.76	$18.30	$19.40	$20.67
		4/1/2016	$15.08	$15.53	$17.09	$18.66	$19.78	$21.07
(Annual increases on anniversary date)								
053	Logistics	6/5/2013	$14.51	$14.94	$16.44	$17.95	$19.03	$20.27
		4/1/2014	$14.51	$14.94	$16.44	$17.95	$19.03	$20.27
		4/1/2015	$14.79	$15.23	$16.76	$18.30	$19.40	$20.67
		4/1/2016	$15.08	$15.53	$17.09	$18.66	$19.78	$21.07
(Annual increases on anniversary date)								
054	Head Office - Clerical	6/5/2013	$14.51	$14.94	$16.44	$17.95	$19.03	$20.27
		4/1/2014	$14.51	$14.94	$16.44	$17.95	$19.03	$20.27
		4/1/2015	$14.79	$15.23	$16.76	$18.30	$19.40	$20.67
		4/1/2016	$15.08	$15.53	$17.09	$18.66	$19.78	$21.07
(Annual increases on anniversary date)								

Employees may be allowed to progress through the salary range on the employee's anniversary date, upon satisfactory work performance and attendance.

SALARY AND CLASSIFICATION SCHEDULE:
April 1, 2013 - March 31, 2017

NOTE:

1. **Semi-annual and annual increases are dependent upon satisfactory performance and recommendation from supervisor.**
2. **For the purpose of job security, job class series are separated by dotted lines.**

Class Code	Class Title						Hours of Work
03	**LIQUOR STORE MANAGER 3** (03 'A' Store Assistant, 04 'C' Store Manager) (Annual Increases)						40
	4/1/2013	Hourly	$29.66	$30.35	$31.12	$31.89	
		Annual	$61,905	$63,345	$64,952	$66,559	
	4/1/2014	Hourly	$29.66	$30.35	$31.12	$31.89	
		Annual	$61,905	$63,345	$64,952	$66,559	
	4/1/2015	Hourly	$30.24	$30.94	$31.73	$32.51	
		Annual	$63,115	$64,576	$66,225	$67,853	
	4/1/2016	Hourly	$30.83	$31.54	$32.35	$33.14	
		Annual	$64,347	$65,828	$67,519	$69,168	
09	**LIQUOR STORE MANAGER 2** ('B' Store Assistant) (Annual Increases)						40
	4/1/2013	Hourly	$28.87	$29.66	$30.35		
		Annual	$60,256	$61,905	$63,345		
	4/1/2014	Hourly	$28.87	$29.66	$30.35		
		Annual	$60,256	$61,905	$63,345		
	4/1/2015	Hourly	$29.43	$30.24	$30.94		
		Annual	$61,425	$63,115	$64,576		
	4/1/2016	Hourly	$30.00	$30.83	$31.54		
		Annual	$62,614	$64,347	$65,828		

Class Code	Class Title							Hours of Work
05	**LIQUOR STORE MANAGER 1** ('D' Store Manager) (Annual Increases)							40
	4/1/2013	Hourly	$27.25	$28.04	$28.75	$29.66		
		Annual	$56,875	$58,523	$60,005	$61,905		
	4/1/2014	Hourly	$27.25	$28.04	$28.75	$29.66		
		Annual	$56,875	$58,523	$60,005	$61,905		
	4/1/2015	Hourly	$27.78	$28.59	$29.31	$30.24		
		Annual	$57,981	$59,671	$61,174	$63,115		
	4/1/2016	Hourly	$28.32	$29.15	$29.88	$30.83		
		Annual	$59,108	$60,840	$62,364	$64,347		
07	**LIQUOR STORE CLERK GRADE 3** (Customer Service Representative) (Semi-annual increases to the third step, annual thereafter)							40
	4/1/2013	Hourly	$22.65	$24.08	$25.03	$25.77	$26.48	
		Annual	$47,274	$50,258	$52,241	$53,786	$55,268	
	4/1/2014	Hourly	$22.65	$24.08	$25.03	$25.77	$26.48	
		Annual	$47,274	$50,258	$52,241	$53,786	$55,268	
	4/1/2015	Hourly	$23.09	$24.55	$25.52	$26.27	$27.00	
		Annual	$48,192	$51,239	$53,264	$54,829	$56,353	
	4/1/2016	Hourly	$23.54	$25.03	$26.02	$26.78	$27.53	
		Annual	$49,131	$52,241	$54,307	$55,894	$57,459	

Class Code	Class Title						Hours of Work
15	**LIQUOR STORE CLERK GRADE 2 PPT CASHIER** (Semi-annual increases)						40
	4/1/2013	Hourly	$25.05	$26.48			
		Annual	$52,283	$55,268			
	4/1/2014	Hourly	$25.05	$26.48			
		Annual	$52,283	$55,268			
	4/1/2015	Hourly	$25.54	$27.00			
		Annual	$53,306	$56,353			
	4/1/2016	Hourly	$26.04	$27.53			
		Annual	$54,349	$57,459			
019	**CLERK GRADE 5 (RETAIL DEPOTS ONLY)** (Annual Increases)						40
	4/1/2013	Hourly	$30.77	$31.67	$32.62	$33.65	
		Annual	$64,221	$66,100	$68,083	$70,232	
	4/1/2014	Hourly	$30.77	$31.67	$32.62	$33.65	
		Annual	$64,221	$66,100	$68,083	$70,232	
	4/1/2015	Hourly	$31.37	$32.29	$33.26	$34.31	
		Annual	$65,474	$67,394	$69,418	$71,610	
	4/1/2016	Hourly	$31.98	$32.92	$33.91	$34.98	
		Annual	$66,747	$68,709	$70,775	$73,008	

Class Code	Class Title						Hours of Work
043	**CLERK GRADE 4 (CONTACT CENTRE)** (Annual Increases)						40
	4/1/2013	Hourly	$27.27	$28.02	$28.82	$29.64	
		Annual	$56,916	$58,482	$60,151	$61,863	
	4/1/2014	Hourly	$27.27	$28.02	$28.82	$29.64	
		Annual	$56,916	$58,482	$60,151	$61,863	
	4/1/2015	Hourly	$27.80	$28.57	$29.38	$30.22	
		Annual	$58,023	$59,630	$61,320	$63,073	
	4/1/2016	Hourly	$28.34	$29.13	$29.95	$30.81	
		Annual	$59,150	$60,798	$62,510	$64,305	
042	**CLERK GRADE 3 (GTA SERVICE CENTRE)** (Annual Increases)						40
	4/1/2013	Hourly	$25.15	$25.83	$26.50	$27.20	
		Annual	$52,492	$53,911	$55,309	$56,770	
	4/1/2014	Hourly	$25.15	$25.83	$26.50	$27.20	
		Annual	$52,492	$53,911	$55,309	$56,770	
	4/1/2015	Hourly	$25.64	$26.33	$27.02	$27.73	
		Annual	$53,514	$54,954	$56,395	$57,876	
	4/1/2016	Hourly	$26.14	$26.84	$27.55	$28.27	
		Annual	$54,558	$56,019	$57,501	$59,004	

Class Code	Class Title						Hours of Work
032	**MAINTENANCE SERVICEPERSON (RETAIL DEPOTS ONLY)** (Semi-annual increases to the second step, annual thereafter)						40
	4/1/2013	Hourly	$30.50	$31.28	$32.07	$32.90	
		Annual	$63,658	$65,286	$66,935	$68,667	
	4/1/2014	Hourly	$30.50	$31.28	$32.07	$32.90	
		Annual	$63,658	$65,286	$66,935	$68,667	
	4/1/2015	Hourly	$31.10	$31.89	$32.70	$33.54	
		Annual	$64,910	$66,559	$68,250	$70,003	
	4/1/2016	Hourly	$31.71	$32.51	$33.34	$34.19	
		Annual	$66,183	$67,853	$69,585	$71,359	

Class Code	Class Title							Hours of Work
029	**CONTROL CONSOLE OPERATOR (RETAIL DEPOTS ONLY)** (Annual Increases)							40
	4/1/2013	Hourly	$30.33	$31.40	$32.43	$33.54	$34.67	
		Annual	$63,303	$65,536	$67,686	$70,003	$72,361	
	4/1/2014	Hourly	$30.33	$31.40	$32.43	$33.54	$34.67	
		Annual	$63,303	$65,536	$67,686	$70,003	$72,361	
	4/1/2015	Hourly	$30.92	$32.01	$33.06	$34.19	$35.35	
		Annual	$64,534	$66,809	$69,001	$71,359	$73,780	
	4/1/2016	Hourly	$31.52	$32.63	$33.71	$34.86	$36.04	
		Annual	$65,787	$68,103	$70,358	$72,758	$75,221	

Class Code	Class Title						Hours of Work
703	**STATIONARY ENGINEER** (Annual Increases)						40
	4/1/2013	Hourly	$24.26	$25.40	$26.48		
		Annual	$50,634	$53,013	$55,268		
	4/1/2014	Hourly	$24.26	$25.40	$26.48		
		Annual	$50,634	$53,013	$55,268		
	4/1/2015	Hourly	$24.73	$25.90	$27.00		
		Annual	$51,615	$54,057	$56,353		
	4/1/2016	Hourly	$25.21	$26.41	$27.53		
		Annual	$52,617	$55,121	$57,459		
703	**STATIONARY ENGINEER** (Semi-annual increases to the second step, annual thereafter) **(Applies to Toronto Facility only as per LOA dated August 13, 2003)**						40
	4/1/2013	Hourly	$31.90	$32.68	$33.50	$34.42	
		Annual	$66,580	$68,208	$69,919	$71,839	
	4/1/2014	Hourly	$31.90	$32.68	$33.50	$34.42	
		Annual	$66,580	$68,208	$69,919	$71,839	
	4/1/2015	Hourly	$32.52	$33.32	$34.15	$35.09	
		Annual	$67,874	$69,544	$71,276	$73,238	
	4/1/2016	Hourly	$33.15	$33.97	$34.82	$35.77	
		Annual	$69,189	$70,900	$72,674	$74,657	

Class Code	Class Title							Hours of Work
347	**SENIOR SECURITY OFFICER** (Annual Increases)							40
	4/1/2013	Hourly	$22.44	$23.36	$24.31	$25.26	$26.32	
		Annual	$46,835	$48,756	$50,738	$52,721	$54,934	
	4/1/2014	Hourly	$22.44	$23.36	$24.31	$25.26	$26.32	
		Annual	$46,835	$48,756	$50,738	$52,721	$54,934	
	4/1/2015	Hourly	$22.88	$23.82	$24.78	$25.75	$26.83	
		Annual	$47,754	$49,716	$51,719	$53,744	$55,998	
	4/1/2016	Hourly	$23.33	$24.28	$25.26	$26.25	$27.35	
		Annual	$48,693	$50,676	$52,721	$54,787	$57,083	

Class Code	Class Title								Hours of Work
16	**PRODUCT CONSULTANT** (Annual Increases)								40
	4/1/2013	Hourly	$24.08	$25.03	$25.77	$26.48	$27.25	$28.04	$28.68
		Annual	$50,258	$52,241	$53,786	$55,268	$56,875	$58,523	$59,859
	4/1/2014	Hourly	$24.08	$25.03	$25.77	$26.48	$27.25	$28.04	$28.68
		Annual	$50,258	$52,241	$53,786	$55,268	$56,875	$58,523	$59,859
	4/1/2015	Hourly	$24.55	$25.52	$26.27	$27.00	$27.78	$28.59	$29.24
		Annual	$51,239	$53,264	$54,829	$56,353	$57,981	$59,671	$61,028
	4/1/2016	Hourly	$25.03	$26.02	$26.78	$27.53	$28.32	$29.15	$29.81
		Annual	$52,241	$54,307	$55,894	$57,459	$59,108	$60,840	$62,218

Class Code	Class Title						Hours of Work
18	**IN STORE SPECIAL EVENTS COORDINATOR** (Annual Increases)						40
	4/1/2013	Hourly	$26.05	$26.88	$27.74	$28.68	
		Annual	$54,370	$56,102	$57,897	$59,859	
	4/1/2014	Hourly	$26.05	$26.88	$27.74	$28.68	
		Annual	$54,370	$56,102	$57,897	$59,859	
	4/1/2015	Hourly	$26.56	$27.40	$28.28	$29.24	
		Annual	$55,435	$57,188	$59,024	$61,028	
	4/1/2016	Hourly	$27.08	$27.93	$28.83	$29.81	
		Annual	$56,520	$58,294	$60,172	$62,218	

438	**SYSTEMS OFFICER 3** (Point of Sale) (Annual Increases)							40
	4/1/2013	Hourly	$34.14	$35.83	$37.53	$39.22	$40.91	
		Annual	$71,255	$74,782	$78,330	$81,858	$85,385	
	4/1/2014	Hourly	$34.14	$35.83	$37.53	$39.22	$40.91	
		Annual	$71,255	$74,782	$78,330	$81,858	$85,385	
	4/1/2015	Hourly	$34.81	$36.53	$38.26	$39.99	$41.71	
		Annual	$72,653	$76,243	$79,854	$83,465	$87,055	
	4/1/2016	Hourly	$35.49	$37.24	$39.01	$40.77	$42.52	
		Annual	$74,073	$77,725	$81,419	$85,093	$88,745	

Class Code	Class Title							Hours of Work
437	**SYSTEMS OFFICER 2** (Point of Sale) (Annual Increases)							40
	4/1/2013	Hourly	$28.93	$30.27	$31.67	$33.16	$34.71	
		Annual	$60,381	$63,178	$66,100	$69,210	$72,445	
	4/1/2014	Hourly	$28.93	$30.27	$31.67	$33.16	$34.71	
		Annual	$60,381	$63,178	$66,100	$69,210	$72,445	
	4/1/2015	Hourly	$29.49	$30.86	$32.29	$33.81	$35.39	
		Annual	$61,550	$64,409	$67,394	$70,566	$73,864	
	4/1/2016	Hourly	$30.07	$31.46	$32.92	$34.47	$36.08	
		Annual	$62,760	$65,662	$68,709	$71,944	$75,304	
436	**SYSTEMS OFFICER 1** (Point of Sale) (Annual Increases)							40
	4/1/2013	Hourly	$25.65	$26.59	$27.51	$28.52	$29.55	
		Annual	$53,535	$55,497	$57,417	$59,525	$61,675	
	4/1/2014	Hourly	$25.65	$26.59	$27.51	$28.52	$29.55	
		Annual	$53,535	$55,497	$57,417	$59,525	$61,675	
	4/1/2015	Hourly	$26.15	$27.11	$28.05	$29.08	$30.13	
		Annual	$54,579	$56,582	$58,544	$60,694	$62,886	
	4/1/2016	Hourly	$26.66	$27.64	$28.60	$29.65	$30.72	
		Annual	$55,643	$57,689	$59,692	$61,884	$64,117	

Class Code	Class Title						Hours of Work
709	**BUILDING MAINTENANCE MECHANIC** (Semi-annual increases to the second step, annual thereafter)						37.5
	4/1/2013	Hourly	$31.28	$32.07	$32.90	$33.80	
		Annual	$61,205	$62,751	$64,375	$66,136	
	4/1/2014	Hourly	$31.28	$32.07	$32.90	$33.80	
		Annual	$61,205	$62,751	$64,375	$66,136	
	4/1/2015	Hourly	$31.89	$32.70	$33.54	$34.46	
		Annual	$62,399	$63,984	$65,628	$67,428	
	4/1/2016	Hourly	$32.51	$33.34	$34.19	$35.13	
		Annual	$63,612	$65,236	$66,899	$68,739	
724	**SENIOR CONTROL CONSOLE OPERATOR** (Annual Increases)						37.5
	4/1/2013	Hourly	$33.54	$34.67	$35.59	$36.56	
		Annual	$65,628	$67,839	$69,639	$71,537	
	4/1/2014	Hourly	$33.54	$34.67	$35.59	$36.56	
		Annual	$65,628	$67,839	$69,639	$71,537	
	4/1/2015	Hourly	$34.19	$35.35	$36.28	$37.27	
		Annual	$66,899	$69,169	$70,989	$72,926	
	4/1/2016	Hourly	$34.86	$36.04	$36.99	$38.00	
		Annual	$68,210	$70,519	$72,378	$74,354	

Class Code	Class Title						Hours of Work
723	**CONTROL CONSOLE OPERATOR**						37.5
	(Annual Increases)						
	4/1/2013	Hourly	$30.33	$31.40	$32.43	$33.54	$34.67
		Annual	$59,347	$61,440	$63,456	$65,628	$67,839
	4/1/2014	Hourly	$30.33	$31.40	$32.43	$33.54	$34.67
		Annual	$59,347	$61,440	$63,456	$65,628	$67,839
	4/1/2015	Hourly	$30.92	$32.01	$33.06	$34.19	$35.35
		Annual	$60,501	$62,634	$64,688	$66,899	$69,169
	4/1/2016	Hourly	$31.52	$32.63	$33.71	$34.86	$36.04
		Annual	$61,675	$63,847	$65,960	$68,210	$70,519

706	**ELECTRONIC TECHNICIAN**					37.5
	(Semi-annual increases to the second step, annual thereafter)					
	4/1/2013	Hourly	$34.67	$35.59	$36.56	
		Annual	$67,839	$69,639	$71,537	
	4/1/2014	Hourly	$34.67	$35.59	$36.56	
		Annual	$67,839	$69,639	$71,537	
	4/1/2015	Hourly	$35.35	$36.28	$37.27	
		Annual	$69,169	$70,989	$72,926	
	4/1/2016	Hourly	$36.04	$36.99	$38.00	
		Annual	$70,519	$72,378	$74,354	

Class Code	Class Title				Hours of Work
707	**MAINTENANCE ELECTRICIAN**				37.5
	(Semi-annual increases)				
	4/1/2013	Hourly	$33.80	$35.59	
		Annual	$66,136	$69,639	
	4/1/2014	Hourly	$33.80	$35.59	
		Annual	$66,136	$69,639	
	4/1/2015	Hourly	$34.46	$36.28	
		Annual	$67,428	$70,989	
	4/1/2016	Hourly	$35.13	$36.99	
		Annual	$68,739	$72,378	
708	**MAINTENANCE MECHANIC**				37.5
	(Semi-annual increases)				
	4/1/2013	Hourly	$33.80	$35.59	
		Annual	$66,136	$69,639	
	4/1/2014	Hourly	$33.80	$35.59	
		Annual	$66,136	$69,639	
	4/1/2015	Hourly	$34.46	$36.28	
		Annual	$67,428	$70,989	
	4/1/2016	Hourly	$35.13	$36.99	
		Annual	$68,739	$72,378	

Class Code	Class Title						Hours of Work
710	**MAINTENANCE SERVICEPERSON**						37.5
	(Semi-annual increases to the second step, annual thereafter)						
	4/1/2013	Hourly	$30.50	$31.28	$32.07	$32.90	
		Annual	$59,679	$61,205	$62,751	$64,375	
	4/1/2014	Hourly	$30.50	$31.28	$32.07	$32.90	
		Annual	$59,679	$61,205	$62,751	$64,375	
	4/1/2015	Hourly	$31.10	$31.89	$32.70	$33.54	
		Annual	$60,853	$62,399	$63,984	$65,628	
	4/1/2016	Hourly	$31.71	$32.51	$33.34	$34.19	
		Annual	$62,047	$63,612	$65,236	$66,899	
719	**STOREKEEPER**						37.5
	(Annual Increases)						
	4/1/2013	Hourly	$25.44	$26.02	$26.79	$27.51	
		Annual	$49,778	$50,913	$52,420	$53,829	
	4/1/2014	Hourly	$25.44	$26.02	$26.79	$27.51	
		Annual	$49,778	$50,913	$52,420	$53,829	
	4/1/2015	Hourly	$25.94	$26.53	$27.31	$28.05	
		Annual	$50,757	$51,911	$53,437	$54,885	
	4/1/2016	Hourly	$26.45	$27.05	$27.84	$28.60	
		Annual	$51,755	$52,929	$54,474	$55,962	

Class Code	Class Title						Hours of Work	
722	**VAX SYSTEM OPERATOR**						37.5	
	(Semi-annual increases to the third step, annual thereafter)							
4/1/2013	Hourly	$25.28	$26.14	$26.98	$27.96	$28.84	$30.27	$31.67
	Annual	$49,465	$51,148	$52,792	$54,709	$56,431	$59,229	$61,969
4/1/2014	Hourly	$25.28	$26.14	$26.98	$27.96	$28.84	$30.27	$31.67
	Annual	$49,465	$51,148	$52,792	$54,709	$56,431	$59,229	$61,969
4/1/2015	Hourly	$25.77	$26.65	$27.51	$28.51	$29.40	$30.86	$32.29
	Annual	$50,424	$52,146	$53,829	$55,785	$57,527	$60,384	$63,182
4/1/2016	Hourly	$26.27	$27.17	$28.05	$29.07	$29.97	$31.46	$32.92
	Annual	$51,402	$53,163	$54,885	$56,881	$58,642	$61,558	$64,414

712	**WAREHOUSE FOREMAN/WOMAN 2**						37.5	
	(Annual Increases)							
4/1/2013	Hourly	$30.50	$31.28	$32.07				
	Annual	$59,679	$61,205	$62,751				
4/1/2014	Hourly	$30.50	$31.28	$32.07				
	Annual	$59,679	$61,205	$62,751				
4/1/2015	Hourly	$31.10	$31.89	$32.70				
	Annual	$60,853	$62,399	$63,984				
4/1/2016	Hourly	$31.71	$32.51	$33.34				
	Annual	$62,047	$63,612	$65,236				

Class Code	Class Title						Hours of Work
713	**WAREHOUSE FOREMAN/WOMAN 1**						37.5
	(Annual Increases)						
	4/1/2013	Hourly	$28.75	$29.63	$30.33		
		Annual	$56,255	$57,977	$59,347		
	4/1/2014	Hourly	$28.75	$29.63	$30.33		
		Annual	$56,255	$57,977	$59,347		
	4/1/2015	Hourly	$29.31	$30.21	$30.92		
		Annual	$57,351	$59,112	$60,501		
	4/1/2016	Hourly	$29.88	$30.80	$31.52		
		Annual	$58,466	$60,266	$61,675		
716	**WAREHOUSE WORKER 4**						37.5
	(Annual Increases)						
	4/1/2013	Hourly	$25.50	$26.35	$27.11	$27.95	$28.77
		Annual	$49,896	$51,559	$53,046	$54,690	$56,294
	4/1/2014	Hourly	$25.50	$26.35	$27.11	$27.95	$28.77
		Annual	$49,896	$51,559	$53,046	$54,690	$56,294
	4/1/2015	Hourly	$26.00	$26.86	$27.64	$28.50	$29.33
		Annual	$50,874	$52,557	$54,083	$55,766	$57,390
	4/1/2016	Hourly	$26.51	$27.38	$28.18	$29.06	$29.90
		Annual	$51,872	$53,574	$55,140	$56,862	$58,505

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

Class Code	Class Title					Hours of Work
717	**WAREHOUSE WORKER 3**					37.5
	(Annual Increases)					
	4/1/2013	Hourly	$24.57	$25.40	$26.21	
		Annual	$48,076	$49,700	$51,285	
	4/1/2014	Hourly	$24.57	$25.40	$26.21	
		Annual	$48,076	$49,700	$51,285	
	4/1/2015	Hourly	$25.05	$25.90	$26.72	
		Annual	$49,015	$50,678	$52,283	
	4/1/2016	Hourly	$25.54	$26.41	$27.24	
		Annual	$49,974	$51,676	$53,300	
718	**UTILITIES PERSON**					37.5
	4/1/2013	Hourly	$24.57			
		Annual	$48,076			
	4/1/2014	Hourly	$24.57			
		Annual	$48,076			
	4/1/2015	Hourly	$25.05			
		Annual	$49,015			
	4/1/2016	Hourly	$25.54			
		Annual	$49,974			

Class Code	Class Title						Hours of Work
055	**CLERK GRADE 4** (Logistics Operations Clerks Only) (Annual Increases)						37.5
	7/7/2013	Hourly	$27.27	$28.02	$28.82	$29.64	
		Annual	$53,359	$54,827	$56,392	$57,996	
	4/1/2014	Hourly	$27.27	$28.02	$28.82	$29.64	
		Annual	$53,359	$54,827	$56,392	$57,996	
	4/1/2015	Hourly	$27.80	$28.57	$29.38	$30.22	
		Annual	$54,396	$55,903	$57,488	$59,131	
	4/1/2016	Hourly	$28.34	$29.13	$29.95	$30.81	
		Annual	$55,453	$56,999	$58,603	$60,286	
056	**CLERK GRADE 3** (Logistics Operations Clerks Only) (Annual increases)						37.5
	7/7/2013	Hourly	$25.15	$25.83	$26.50	$27.20	
		Annual	$49,211	$50,541	$51,852	$53,222	
	4/1/2014	Hourly	$25.15	$25.83	$26.50	$27.20	
		Annual	$49,211	$50,541	$51,852	$53,222	
	4/1/2015	Hourly	$25.64	$26.33	$27.02	$27.73	
		Annual	$50,170	$51,520	$52,870	$54,259	
	4/1/2016	Hourly	$26.14	$26.84	$27.55	$28.27	
		Annual	$51,148	$52,518	$53,907	$55,316	

Class Code	Class Title						Hours of Work
605	**CLERK GRADE 5**						36.25
	(Annual Increases)						
	4/1/2013	Hourly	$30.77	$31.67	$32.62	$33.65	
		Annual	$58,201	$59,903	$61,700	$63,648	
	4/1/2014	Hourly	$30.77	$31.67	$32.62	$33.65	
		Annual	$58,201	$59,903	$61,700	$63,648	
	4/1/2015	Hourly	$31.37	$32.29	$33.26	$34.31	
		Annual	$59,336	$61,076	$62,910	$64,896	
	4/1/2016	Hourly	$31.98	$32.92	$33.91	$34.98	
		Annual	$60,489	$62,267	$64,140	$66,164	
607	**CLERK GRADE 4**						36.25
	(Annual Increases)						
	4/1/2013	Hourly	$27.27	$28.02	$28.82	$29.64	
		Annual	$51,580	$52,999	$54,512	$56,063	
	4/1/2014	Hourly	$27.27	$28.02	$28.82	$29.64	
		Annual	$51,580	$52,999	$54,512	$56,063	
	4/1/2015	Hourly	$27.80	$28.57	$29.38	$30.22	
		Annual	$52,583	$54,039	$55,571	$57,160	
	4/1/2016	Hourly	$28.34	$29.13	$29.95	$30.81	
		Annual	$53,604	$55,099	$56,650	$58,276	

Class Code	Class Title						Hours of Work
608	**CLERK GRADE 3** (Annual increases)						36.25
	4/1/2013	Hourly	$25.15	$25.83	$26.50	$27.20	
		Annual	$47,571	$48,857	$50,124	$51,448	
	4/1/2014	Hourly	$25.15	$25.83	$26.50	$27.20	
		Annual	$47,571	$48,857	$50,124	$51,448	
	4/1/2015	Hourly	$25.64	$26.33	$27.02	$27.73	
		Annual	$48,497	$49,802	$51,108	$52,451	
	4/1/2016	Hourly	$26.14	$26.84	$27.55	$28.27	
		Annual	$49,443	$50,767	$52,110	$53,472	
609	**CLERK GRADE 2** (Semi-annual increases to third step, annual thereafter)						36.25
	4/1/2013	Hourly	$22.62	$23.17	$23.75	$24.36	
		Annual	$42,785	$43,825	$44,922	$46,076	
	4/1/2014	Hourly	$22.62	$23.17	$23.75	$24.36	
		Annual	$42,785	$43,825	$44,922	$46,076	
	4/1/2015	Hourly	$23.06	$23.62	$24.21	$24.84	
		Annual	$43,617	$44,677	$45,793	$46,984	
	4/1/2016	Hourly	$23.51	$24.08	$24.68	$25.32	
		Annual	$44,469	$45,547	$46,682	$47,892	

Class Code	Class Title							Hours of Work
630	**SHIFT LEADER**							36.25
	(Annual Increases)							
	4/1/2013	Hourly	$28.93	$30.27	$31.67	$33.16	$34.71	
		Annual	$54,720	$57,255	$59,903	$62,721	$65,653	
	4/1/2014	Hourly	$28.93	$30.27	$31.67	$33.16	$34.71	
		Annual	$54,720	$57,255	$59,903	$62,721	$65,653	
	4/1/2015	Hourly	$29.49	$30.86	$32.29	$33.81	$35.39	
		Annual	$55,780	$58,371	$61,076	$63,951	$66,939	
	4/1/2016	Hourly	$30.07	$31.46	$32.92	$34.47	$36.08	
		Annual	$56,877	$59,506	$62,267	$65,199	$68,244	

631	**COMPUTER OPERATOR GRADE 2**							36.25	
	(Semi-annual increases to the third step, annual thereafter)								
	4/1/2013	Hourly	$25.28	$26.14	$26.98	$27.96	$28.84	$30.27	$31.67
		Annual	$47,816	$49,443	$51,032	$52,886	$54,550	$57,255	$59,903
	4/1/2014	Hourly	$25.28	$26.14	$26.98	$27.96	$28.84	$30.27	$31.67
		Annual	$47,816	$49,443	$51,032	$52,886	$54,550	$57,255	$59,903
	4/1/2015	Hourly	$25.77	$26.65	$27.51	$28.51	$29.40	$30.86	$32.29
		Annual	$48,743	$50,408	$52,034	$53,926	$55,609	$58,371	$61,076
	4/1/2016	Hourly	$26.27	$27.17	$28.05	$29.07	$29.97	$31.46	$32.92
		Annual	$49,689	$51,391	$53,056	$54,985	$56,687	$59,506	$62,267

Class Code	Class Title						Hours of Work
632	**COMPUTER OPERATOR GRADE 1**						36.25
	(Semi-annual increases)						
	4/1/2013	Hourly	$22.61	$23.23	$23.84	$24.54	
		Annual	$42,766	$43,939	$45,093	$46,417	
	4/1/2014	Hourly	$22.61	$23.23	$23.84	$24.54	
		Annual	$42,766	$43,939	$45,093	$46,417	
	4/1/2015	Hourly	$23.05	$23.68	$24.31	$25.02	
		Annual	$43,598	$44,790	$45,982	$47,325	
	4/1/2016	Hourly	$23.50	$24.14	$24.78	$25.51	
		Annual	$44,450	$45,660	$46,871	$48,251	

487	**DRAFTSPERSON**							36.25
	(Semi-annual increases to the third step, annual thereafter)							
	4/1/2013	Hourly	$24.34	$25.03	$25.77	$26.48	$27.25	
		Annual	$46,038	$47,344	$48,743	$50,086	$51,543	
	4/1/2014	Hourly	$24.34	$25.03	$25.77	$26.48	$27.25	
		Annual	$46,038	$47,344	$48,743	$50,086	$51,543	
	4/1/2015	Hourly	$24.82	$25.52	$26.27	$27.00	$27.78	
		Annual	$46,946	$48,270	$49,689	$51,070	$52,545	
	4/1/2016	Hourly	$25.30	$26.02	$26.78	$27.53	$28.32	
		Annual	$47,854	$49,216	$50,654	$52,072	$53,567	

Class Code	Class Title							Hours of Work
328	**DISTRIBUTION ANALYST 3**							36.25
	(Annual Increases)							
	4/1/2013	Hourly	$33.92	$35.85	$37.83	$40.00	$42.15	
		Annual	$64,159	$67,809	$71,554	$75,659	$79,726	
	4/1/2014	Hourly	$33.92	$35.85	$37.83	$40.00	$42.15	
		Annual	$64,159	$67,809	$71,554	$75,659	$79,726	
	4/1/2015	Hourly	$34.58	$36.55	$38.57	$40.78	$42.97	
		Annual	$65,407	$69,133	$72,954	$77,134	$81,277	
	4/1/2016	Hourly	$35.25	$37.26	$39.32	$41.58	$43.81	
		Annual	$66,674	$70,476	$74,373	$78,647	$82,865	
329	**DISTRIBUTION ANALYST 2**							36.25
	(Annual Increases)							
	4/1/2013	Hourly	$33.93	$35.54	$37.23	$38.84	$40.50	
		Annual	$64,178	$67,223	$70,420	$73,465	$76,605	
	4/1/2014	Hourly	$33.93	$35.54	$37.23	$38.84	$40.50	
		Annual	$64,178	$67,223	$70,420	$73,465	$76,605	
	4/1/2015	Hourly	$34.59	$36.23	$37.96	$39.60	$41.29	
		Annual	$65,426	$68,528	$71,800	$74,902	$78,099	
	4/1/2016	Hourly	$35.27	$36.94	$38.70	$40.37	$42.10	
		Annual	$66,712	$69,871	$73,200	$76,359	$79,631	

Class Code	Class Title							Hours of Work
330	**DISTRIBUTION ANALYST 1** (Annual Increases)							36.25
	4/1/2013	Hourly	$27.78	$28.75	$29.76	$30.81	$31.96	
		Annual	$52,545	$54,380	$56,290	$58,276	$60,451	
	4/1/2014	Hourly	$27.78	$28.75	$29.76	$30.81	$31.96	
		Annual	$52,545	$54,380	$56,290	$58,276	$60,451	
	4/1/2015	Hourly	$28.32	$29.31	$30.34	$31.41	$32.58	
		Annual	$53,567	$55,439	$57,387	$59,411	$61,624	
	4/1/2016	Hourly	$28.87	$29.88	$30.93	$32.02	$33.22	
		Annual	$54,607	$56,517	$58,503	$60,565	$62,835	
650	**FIELD AUDITOR** (Annual Increases)							36.25
	4/1/2013	Hourly	$30.84	$32.29	$33.73	$35.37	$37.06	
		Annual	$58,333	$61,076	$63,799	$66,901	$70,098	
	4/1/2014	Hourly	$30.84	$32.29	$33.73	$35.37	$37.06	
		Annual	$58,333	$61,076	$63,799	$66,901	$70,098	
	4/1/2015	Hourly	$31.44	$32.92	$34.39	$36.06	$37.78	
		Annual	$59,468	$62,267	$65,048	$68,207	$71,460	
	4/1/2016	Hourly	$32.05	$33.56	$35.06	$36.76	$38.52	
		Annual	$60,622	$63,478	$66,315	$69,531	$72,860	

Class Code	Class Title							Hours of Work
531	**LAB TECHNOLOGIST**							36.25
	(Annual Increases)							
	4/1/2013	Hourly	$33.64	$35.10	$36.46	$38.10	$39.74	
		Annual	$63,629	$66,391	$68,963	$72,065	$75,167	
	4/1/2014	Hourly	$33.64	$35.10	$36.46	$38.10	$39.74	
		Annual	$63,629	$66,391	$68,963	$72,065	$75,167	
	4/1/2015	Hourly	$34.30	$35.78	$37.17	$38.84	$40.52	
		Annual	$64,878	$67,677	$70,306	$73,465	$76,642	
	4/1/2016	Hourly	$34.97	$36.48	$37.90	$39.60	$41.31	
		Annual	$66,145	$69,001	$71,687	$74,902	$78,137	
506	**LAB TECHNICIAN GRADE 3**							36.25
	(Annual Increases)							
	4/1/2013	Hourly	$29.50	$30.39	$31.27	$32.20	$33.13	
		Annual	$55,798	$57,482	$59,146	$60,905	$62,665	
	4/1/2014	Hourly	$29.50	$30.39	$31.27	$32.20	$33.13	
		Annual	$55,798	$57,482	$59,146	$60,905	$62,665	
	4/1/2015	Hourly	$30.08	$30.98	$31.88	$32.83	$33.78	
		Annual	$56,896	$58,598	$60,300	$62,097	$63,894	
	4/1/2016	Hourly	$30.67	$31.58	$32.50	$33.47	$34.44	
		Annual	$58,011	$59,733	$61,473	$63,308	$65,142	

Class Code	Class Title						Hours of Work
507	**LAB TECHNICIAN GRADE 2**						36.25
	(Semi-annual increases to the third step, annual thereafter)						
	4/1/2013	Hourly	$25.32	$25.96	$26.64	$27.34	$28.04
		Annual	$47,892	$49,103	$50,389	$51,713	$53,037
	4/1/2014	Hourly	$25.32	$25.96	$26.64	$27.34	$28.04
		Annual	$47,892	$49,103	$50,389	$51,713	$53,037
	4/1/2015	Hourly	$25.81	$26.47	$27.16	$27.87	$28.59
		Annual	$48,819	$50,067	$51,372	$52,715	$54,077
	4/1/2016	Hourly	$26.31	$26.99	$27.69	$28.41	$29.15
		Annual	$49,765	$51,051	$52,375	$53,737	$55,136

515	**SENIOR PRODUCTS TECHNICIAN**						36.25
	(Annual Increases)						
	4/1/2013	Hourly	$35.85	$37.83	$40.00	$42.15	
		Annual	$67,809	$71,554	$75,659	$79,726	
	4/1/2014	Hourly	$35.85	$37.83	$40.00	$42.15	
		Annual	$67,809	$71,554	$75,659	$79,726	
	4/1/2015	Hourly	$36.55	$38.57	$40.78	$42.97	
		Annual	$69,133	$72,954	$77,134	$81,277	
	4/1/2016	Hourly	$37.26	$39.32	$41.58	$43.81	
		Annual	$70,476	$74,373	$78,647	$82,865	

Class Code	Class Title						Hours of Work
518	**PRODUCTS TECHNICIAN**						36.25
	(Annual Increases)						
	4/1/2013	Hourly	$30.70	$31.82	$32.93	$34.03	
		Annual	$58,068	$60,187	$62,286	$64,367	
	4/1/2014	Hourly	$30.70	$31.82	$32.93	$34.03	
		Annual	$58,068	$60,187	$62,286	$64,367	
	4/1/2015	Hourly	$31.30	$32.44	$33.57	$34.69	
		Annual	$59,203	$61,359	$63,497	$65,615	
	4/1/2016	Hourly	$31.91	$33.07	$34.23	$35.37	
		Annual	$60,357	$62,551	$64,745	$66,901	

655	**MARKETING RESEARCH ANALYST**							36.25
	(Annual Increases)							
	4/1/2013	Hourly	$33.66	$35.47	$37.32	$39.13	$40.93	
		Annual	$63,667	$67,091	$70,590	$74,013	$77,418	
	4/1/2014	Hourly	$33.66	$35.47	$37.32	$39.13	$40.93	
		Annual	$63,667	$67,091	$70,590	$74,013	$77,418	
	4/1/2015	Hourly	$34.32	$36.16	$38.05	$39.89	$41.73	
		Annual	$64,915	$68,396	$71,971	$75,451	$78,931	
	4/1/2016	Hourly	$34.99	$36.87	$38.79	$40.67	$42.54	
		Annual	$66,183	$69,739	$73,370	$76,926	$80,463	

Class Code	Class Title						Hours of Work
656	**JUNIOR MARKETING RESEARCH ANALYST**						36.25
	(Annual Increases)						
	4/1/2013	Hourly	$26.89	$27.96	$29.11	$30.24	$31.51
		Annual	$50,862	$52,886	$55,061	$57,198	$59,600
	4/1/2014	Hourly	$26.89	$27.96	$29.11	$30.24	$31.51
		Annual	$50,862	$52,886	$55,061	$57,198	$59,600
	4/1/2015	Hourly	$27.41	$28.51	$29.68	$30.83	$32.12
		Annual	$51,845	$53,926	$56,139	$58,314	$60,754
	4/1/2016	Hourly	$27.94	$29.07	$30.26	$31.43	$32.75
		Annual	$52,848	$54,985	$57,236	$59,449	$61,946

642	**PURCHASING OFFICER 3**						36.25
	(Annual Increases)						
	4/1/2013	Hourly	$33.59	$34.87	$36.19	$37.53	$38.93
		Annual	$63,535	$65,956	$68,452	$70,987	$73,635
	4/1/2014	Hourly	$33.59	$34.87	$36.19	$37.53	$38.93
		Annual	$63,535	$65,956	$68,452	$70,987	$73,635
	4/1/2015	Hourly	$34.25	$35.55	$36.90	$38.26	$39.69
		Annual	$64,783	$67,242	$69,795	$72,368	$75,073
	4/1/2016	Hourly	$34.92	$36.24	$37.62	$39.01	$40.46
		Annual	$66,050	$68,547	$71,157	$73,786	$76,529

Class Code	Class Title							Hours of Work
641	**PURCHASING OFFICER 2**							36.25
	(Annual Increases)							
	4/1/2013	Hourly	$29.17	$30.04	$30.82	$31.72	$32.67	
		Annual	$55,174	$56,820	$58,295	$59,998	$61,794	
	4/1/2014	Hourly	$29.17	$30.04	$30.82	$31.72	$32.67	
		Annual	$55,174	$56,820	$58,295	$59,998	$61,794	
	4/1/2015	Hourly	$29.74	$30.63	$31.42	$32.34	$33.31	
		Annual	$56,252	$57,936	$59,430	$61,170	$63,005	
	4/1/2016	Hourly	$30.32	$31.23	$32.03	$32.97	$33.96	
		Annual	$57,349	$59,071	$60,584	$62,362	$64,234	
640	**PURCHASING OFFICER 1**							36.25
	(Annual Increases)							
	4/1/2013	Hourly	$25.44	$26.02	$26.79	$27.51	$28.27	
		Annual	$48,119	$49,216	$50,673	$52,034	$53,472	
	4/1/2014	Hourly	$25.44	$26.02	$26.79	$27.51	$28.27	
		Annual	$48,119	$49,216	$50,673	$52,034	$53,472	
	4/1/2015	Hourly	$25.94	$26.53	$27.31	$28.05	$28.82	
		Annual	$49,065	$50,181	$51,656	$53,056	$54,512	
	4/1/2016	Hourly	$26.45	$27.05	$27.84	$28.60	$29.38	
		Annual	$50,029	$51,164	$52,659	$54,096	$55,571	

Class Code	Class Title						Hours of Work
247	**SENIOR PROGRAMMER ANALYST**						36.25
	(Annual Increases)						
	4/1/2013	Hourly	$34.01	$36.19	$38.41	$40.78	$43.21
		Annual	$64,329	$68,452	$72,651	$77,134	$81,731
	4/1/2014	Hourly	$34.01	$36.19	$38.41	$40.78	$43.21
		Annual	$64,329	$68,452	$72,651	$77,134	$81,731
	4/1/2015	Hourly	$34.67	$36.90	$39.16	$41.58	$44.05
		Annual	$65,577	$69,795	$74,070	$78,647	$83,319
	4/1/2016	Hourly	$35.35	$37.62	$39.92	$42.39	$44.91
		Annual	$66,864	$71,157	$75,508	$80,180	$84,946
435	**SYSTEMS OFFICER 3**						36.25
	(Annual Increases)						
	4/1/2013	Hourly	$34.16	$35.83	$37.53	$39.22	$40.91
		Annual	$64,613	$67,771	$70,987	$74,184	$77,380
	4/1/2014	Hourly	$34.16	$35.83	$37.53	$39.22	$40.91
		Annual	$64,613	$67,771	$70,987	$74,184	$77,380
	4/1/2015	Hourly	$34.83	$36.53	$38.26	$39.99	$41.71
		Annual	$65,880	$69,096	$72,368	$75,640	$78,893
	4/1/2016	Hourly	$35.51	$37.24	$39.01	$40.77	$42.52
		Annual	$67,166	$70,438	$73,786	$77,115	$80,425

Class Code	Class Title							Hours of Work
434	**SYSTEMS OFFICER 2**							36.25
	(Annual Increases)							
	4/1/2013	Hourly	$28.93	$30.27	$31.67	$33.16	$34.71	
		Annual	$54,720	$57,255	$59,903	$62,721	$65,653	
	4/1/2014	Hourly	$28.93	$30.27	$31.67	$33.16	$34.71	
		Annual	$54,720	$57,255	$59,903	$62,721	$65,653	
	4/1/2015	Hourly	$29.49	$30.86	$32.29	$33.81	$35.39	
		Annual	$55,780	$58,371	$61,076	$63,951	$66,939	
	4/1/2016	Hourly	$30.07	$31.46	$32.92	$34.47	$36.08	
		Annual	$56,877	$59,506	$62,267	$65,199	$68,244	
433	**SYSTEMS OFFICER 1**							36.25
	(Annual Increases)							
	4/1/2013	Hourly	$25.65	$26.59	$27.51	$28.52	$29.55	
		Annual	$48,516	$50,294	$52,034	$53,945	$55,893	
	4/1/2014	Hourly	$25.65	$26.59	$27.51	$28.52	$29.55	
		Annual	$48,516	$50,294	$52,034	$53,945	$55,893	
	4/1/2015	Hourly	$26.15	$27.11	$28.05	$29.08	$30.13	
		Annual	$49,462	$51,278	$53,056	$55,004	$56,990	
	4/1/2016	Hourly	$26.66	$27.64	$28.60	$29.65	$30.72	
		Annual	$50,427	$52,280	$54,096	$56,082	$58,106	

Class Code	Class Title							Hours of Work
170	**CATEGORY ANALYST**							36.25
	(Annual Increases)							
	4/1/2013	Hourly	$34.01	$36.17	$38.41	$40.78	$43.20	
		Annual	$64,329	$68,415	$72,651	$77,134	$81,712	
	4/1/2014	Hourly	$34.01	$36.17	$38.41	$40.78	$43.20	
		Annual	$64,329	$68,415	$72,651	$77,134	$81,712	
	4/1/2015	Hourly	$34.67	$36.88	$39.16	$41.58	$44.04	
		Annual	$65,577	$69,758	$74,070	$78,647	$83,300	
	4/1/2016	Hourly	$35.35	$37.60	$39.92	$42.39	$44.90	
		Annual	$66,864	$71,119	$75,508	$80,180	$84,927	
180	**ANALYST**							36.25
	(Annual Increases)							
	4/1/2013	Hourly	$33.66	$35.47	$37.32	$39.13	$40.93	
		Annual	$63,667	$67,091	$70,590	$74,013	$77,418	
	4/1/2014	Hourly	$33.66	$35.47	$37.32	$39.13	$40.93	
		Annual	$63,667	$67,091	$70,590	$74,013	$77,418	
	4/1/2015	Hourly	$34.32	$36.16	$38.05	$39.89	$41.73	
		Annual	$64,915	$68,396	$71,971	$75,451	$78,931	
	4/1/2016	Hourly	$34.99	$36.87	$38.79	$40.67	$42.54	
		Annual	$66,183	$69,739	$73,370	$76,926	$80,463	

NOTE: Dividing lines designate class series.

APPENDIX 1 – Excluded Positions

Positions to be excluded in addition to those who would normally be considered managerial in accordance with the Labour Relations Act.

Coordinator IT Service Desk
Senior Systems Analyst
Service Desk Analyst
Systems Analyst
Data Administrator
Database Administrator
Consulting Technical Systems Specialist
Senior Technical Systems Specialist
Assistant Design Coordinator
Auto CAD Designer/Administrator
Design Coordinator
Lease-Real Estate Administrator
Coordinator Documentation and Training
Coordinator POS Services and Support
Documentation Training Coordinator
User Acceptance Testing Coordinator
FOI Administrative Assistant
Communications Consultant
Senior Communications Consultant
Coordinator Environmental Management
Audit Clerk
Assistant – FLS
Loss Prevention Clerk
Manuals Writer
HR Administrator
HR Information Systems Administrator
PKCC Administrator
Financial Analyst
Operations Analyst
Planogram Analyst
Inventory Coordinator
Assistant Construction Coordinator
Senior Treasury Analyst
Treasury Analyst
Benefits Advisor
Retail Training Consultant
Training Consultant
Special Projects Officer
Coordinator – Brewery, Distillery, Winery
Retail Planning Analyst
Construction Coordinator
Senior Policy Analyst
Information Systems Auditor
Management Auditor
Coordinator of Strategic Planning
Manager of Insurance and Risk
Economic Policy Analyst

Senior Economic Policy Analyst
Benefits Counselor
Analyst – HR Systems
Receptionist – Regional Offices
Financial Quality Assurance Analyst
Receptionist – HR
Supervisor, Records Management
Administrative Assistant, Corporate Policy
Senior Financial Analyst

Foreperson Shipping and Receiving and Foreperson MPL –
Durham Facility (Those in such positions which were excluded as of July 14, 2000)

APPENDIX 2 - Mediation-Arbitration Process

MEMORANDUM OF AGREEMENT

Between:

THE LIQUOR CONTROL BOARD OF ONTARIO
(hereinafter called the "Employer")

– and –

THE ONTARIO LIQUOR BOARDS EMPLOYEES' UNION
(hereinafter called the "Union")

The Parties acknowledge that, there is a mutual interest in reducing the number of outstanding grievances and in effecting the quick disposition of any complaints or differences submitted through the grievance procedure. As a result, the Parties agree to implement a Med-Arb process as a joint attempt to reduce the number of outstanding grievances and to effect the quick disposition of grievances.

(1) Mutual Agreement

It is understood that the Parties shall agree in writing, to those grievances which shall proceed through the Med-Arb process and not be subject to a formal hearing as contemplated under Article 28.10, unless the Arbitrator determines that the case is more suited for a formal hearing.

(2) Non-Precedential Decisions

The decision of the Arbitrator appointed under this process shall be applicable only to the case heard and shall not be used as a precedent for future cases. Further, a decision issued under this process is not subject to appeal.

(3) Nature of Cases to be Heard

(a) Discipline cases, excluding dismissals and suspensions in excess of twenty (20) days, except on agreement of the parties.

(b) Those grievances that do not involve novel problems and which have limited contractual significance or complexity.

(c) Where the respective position of the Parties with regard to the facts of the case is well known and there is no disagreement on the meaning of the provisions of the collective agreement, which applies to a particular grievance.

(4) Pre-Hearing Submissions

It is agreed that both Parties shall provide the Arbitrator appointed to hear the particular case(s), an agreed statement of facts. Further, where there are differences as to the facts at hand, the Parties agree to provide each other and the Arbitrator a summary of those

differences. This documentation shall be provided no later than fourteen (14) days prior to the date of the Med-Arb hearing.

(5) Hearing Format

(a) The hearing shall be informal in nature. No testimony by witnesses shall be required except as deemed necessary by the Arbitrator.

(b) There shall be no formal rules of evidence and the Arbitrator shall conduct any investigation deemed necessary in an attempt to effect the quick disposition of the grievance.

(c) In addition to those who are presenting the cases, the Grievor and one (1) Employer representative shall be present at the hearing.

(d) The cases shall not be presented by lawyers. Those presenting the cases shall mutually agree on the number of cases to be heard on a particular day and the location of the hearing.

(e) The Arbitrator shall attempt to mediate the matter at hand and where a mediated agreement is not attainable, shall issue a verbal decision on the matter. This decision shall be confirmed in writing, no later than two (2) weeks from the date of the hearing.

(f) Cases shall be scheduled on a quarterly basis.

(g) The Arbitrator shall be bound by the terms and conditions of the collective agreement and shall not be authorized to amend any of the terms contained therein.

(6) Selection of Arbitrators

Grievances which proceed through this Mediation/Arbitration system shall be heard by GSB arbitrators selected through the mutual agreement of both parties.

The Parties agree to include the Med-Arb process as part of the Collective Agreement. Furthermore; the parties agree to make every effort to ensure Mediation/Arbitration is utilized.

All requests under clause (3) and (6) above shall not be unreasonably withheld.

Date this May 24, 2002.

For the Employer

Wayne Zachar
Director, Employee Relations

For the Union

John Coones
President OLBEU

APPENDIX 3 - Labour/Management Committees

MEMORANDUM OF AGREEMENT

BETWEEN:

THE LIQUOR CONTROL BOARD OF ONTARIO
(hereinafter called the "Employer")

– and –

THE ONTARIO LIQUOR BOARDS EMPLOYEES' UNION
(hereinafter called the "Union")

Article 1 – General

1.1 This Memorandum covers all employees of the Liquor Control Board of Ontario who are members of the "Bargaining Unit" as defined in Article 1 of the Collective Agreement.

1.2 The purpose of this Memorandum is to permit discussion at both the local and provincial level and to provide the parties with the opportunity to explore matters of mutual interest and concern.

1.3 The authority for this Memorandum is derived from Article 3.3 of the Collective Agreement.

Article 2 – Exclusion From the Agenda

2.1 It is agreed that the following items will not be the subject of this Memorandum of Agreement.

(a) Any matter which may involve amendments to legislation or regulation.

(b) Any matter which requires central agency approval, such as Management Board of Cabinet.

(c) Any matter which might more properly be the subject of an individual grievance.

(d) Any matter involving the interpretation and application of the collective agreement.

2.2 It is agreed and understood the purpose of this committee is to encourage an exchange of information and ideas. Accordingly, any discussion during these meetings is to be considered as non-precedential in nature and shall not be used to the detriment of either Party in any future proceedings.

Article 3 – Provincial Labour/Management Committee

3.1 Either Party will be represented by up to six (6) members on the Committee and will meet every three (3) months, or as required.

3.2 Notwithstanding Section 3.1 above, either party may invite one (1) or more persons to provide expertise and advice on specific items.

3.3 The Provincial Labour/Management Committee shall discuss only such matters that have corporate wide implications, or outstanding matters that the Local Labour/Management Committees were unable to reach agreement.

3.4 Notwithstanding Section 3.3 above, either party to the Agreement may formally request that a special meeting of the Labour/Management Committee be held, provided both parties agree, the meeting shall be convened within fourteen (14) days of the formal request.

Article 4 – Local/Labour Management Committee

4.1 Either Party will be represented on the committee by three (3) members. In addition, a Representative of the Union and a Human Resource Advisor may attend these meetings.

4.2 Notwithstanding Section 4.1 above, either party may invite one (1) or more persons to provide expertise and advice on specific items, provided prior agreement is obtained from the other party.

4.3 Meetings of the Local Labour/Management Committee shall be held once every three (3) months or as required. Notification of agenda items shall be provided at least ten (10) days in advance of the meeting. The minutes of the meeting shall be circulated to those members of the Local Labour/Management Committee and a copy shall be provided to the President of the Union.

Dated this 24th day of May, 2002.

For the Employer

Wayne Zachar
Director, Employee Relations

For the Union

John Coones
President OLBEU

APPENDIX 4 - Seasonal Employees

Applicable to Seasonal Employees
(LCBO Logistics Facilities)

SECTION 1 – APPLICATION

This Appendix has been developed to cover the terms and conditions of employment for seasonal employees within the following facilities of the Logistics Division of the LCBO:

4-1.1 Toronto Warehouse, Thunder Bay Warehouse, Ottawa Warehouse, London Warehouse, Durham Warehouse, Vintages (Department 738), Department 739 and the Security Desk at Head Office/Freeland Street.

4-1.2 Subject to Appendix 4, the seasonal periods of employment and the scheduling of employees will be subject to change by the Employer from year to year as determined by the unique needs of each warehouse. Accordingly, the number of employees who attain, or lose seasonal status, as defined below, will be subject to change.

SECTION 2 – SCHEDULING OF HOURS OF WORK

4-2.1 In Logistics facilities, hours of work will be assigned by Department in the following order:

- first to employees who have attained seasonal status commencing with the seasonal employee with the earliest seasonal attainment date, and then
- to casual employees in order of seniority

provided they are qualified to perform the work, and no overtime is incurred.

4-2.2 It is understood that these available hours of work are hours of work required after hours of work for permanent full-time employees have been scheduled.

4-2.3 Should two (2) or more seasonal employees have the same seasonal attainment date their casual seniority date shall be the determining factor with the employee with the greatest seniority coming first. Should a further determination be required the casual appointment dates shall be the determining factor with the employee with the earliest casual appointment date coming first.

4-2.4 (a) There shall be one (1) fifteen (15) minute paid rest period during each four (4) consecutive hours worked.

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

SECTION 3 – PROMOTION TO A PERMANENT FULL-TIME VACANCY

4-3.1 Promotion of a Seasonal employee to a permanent full-time vacancy, at the entry level, shall be in accordance with Article 22.5 (a). An employee assigned to such position shall also be covered by Articles 22.8 (a) and (b).

4-3.2 A seasonal employee may also be required to fill a temporary vacancy provided that he/she is qualified to do such work and he/she works within the department in which the temporary vacancy

exists. Seasonal employee(s) shall not be assigned such temporary vacancy until eligible permanent full time employees have first been considered in accordance with Article 22.5 (b).

SECTION 4 – SEASONAL STATUS DEFINED

4-4.1 Casual employees who work for seven hundred (700) hours or more, exclusive of overtime, in any consecutive twenty six (26) week period shall thereafter be considered to be seasonal employees.

4-4.2 The following periods shall also be credited to an employee for the purposes of determining whether they achieve status as a seasonal employee:

- Where a paid holiday occurs on a day that would otherwise have been a regular working day for such casual employee, during one of the above weeks, he/she shall be credited with seven and one half (7 ½) hours.

- Where an absence resulting from a handicap as defined within the Ontario Human Rights Code, or pregnancy leave occurs on a day that would otherwise have been a regular working day for such casual employee, during one of the above weeks, he/she shall be credited for any hours they would have otherwise worked.

SECTION 5 – LOSS OF SEASONAL STATUS

4-5.1 A seasonal employee may lose his/her status as a seasonal employee and revert to casual status in the event that they do not work for seven hundred (700) hours, exclusive of overtime, in any twenty six (26) week period for two (2) successive calendar year periods. The following periods shall also be credited to an employee for the purposes of determining whether they retain status as a seasonal employee:

- Where a paid holiday occurs on a day that would otherwise have been a regular working day for such casual employee, during one of the above weeks, he/she shall be credited with seven and one half (7 ½) hours.

- Where an absence resulting from bereavement leave, pregnancy leave, parental leave, a handicap as defined within the Ontario Human Rights Code, or the accommodation of a religious observance pursuant to the Ontario Human Rights Code, occurs on a day that would otherwise have been a regular working day for such casual employee, during one of the above weeks, he/she shall be credited for any hours they would have otherwise worked.

4-5.2 The parties agree that upon termination of a seasonal employee, that employee's seasonal status will also be terminated. Accordingly, if the terminated employee is subsequently rehired by the Employer he/she will be required to re-attain seasonal status. In addition the previous period of seasonal status including any accumulation of service shall not be credited to any subsequent period of employment should the former employee be rehired. (For example, a termination may occur when an employee resigns voluntarily or when the employment of such employee is terminated for just cause by the Employer subject to the employee's right to grieve such termination.)

SECTION 6 – SENIORITY AND PROBATIONARY PERIOD

4-6.1 Article 32.5(a) shall continue to apply to casual employees who have achieved seasonal status. Seasonal employees shall retain their casual seniority date. It is understood that seniority shall not be affected by a casual employee achieving or losing his/her status as a seasonal employee. Similarly once an employee has completed his/her probationary period he/she shall not be subject to a further probationary period as the result of achieving or losing status as a seasonal employee.

4-6.2 For the purpose of Section 3, Articles 6.7(e), 6.17 and 7.6(b) where seasonal employees have the same seniority date, the seasonal employee's casual appointment date shall be the determining factor. Where employees have the same casual appointment date, the employee identification number assigned by the Employer shall be the determining factor, with the senior employee having the lowest number.

SECTION 7 – PERIOD OF SERVICE FOR SEASONAL EMPLOYEES

4-7.1 The period of service for a seasonal employee shall commence at the date upon which the casual employee first attains seasonal status. Where a seasonal employee loses his/her status for a period of two (2) years or more, service will not be retained. It is understood that no past service as a seasonal employee will be credited where the service has not been retained. Periods where an employee does not have seasonal status, will not count towards the accumulated service of the seasonal employee.

SECTION 8 – SERVICE COMMENCEMENT/LOSS DATES

4-8.1 The commencement date for the purposes of service accumulation shall be the date upon which the employee attains seasonal status, provided such employee attains status on the first day of a calendar month. If however status is attained after the first day of a calendar month the commencement date for service accumulation shall be the first day of the month following the month during which status was attained.

4-8.2 The date upon which service shall cease to accumulate shall be the date upon which the employee loses status, provided such employee loses status on the last day of a calendar month. If however status is lost prior to the last day of a calendar month service accumulation shall cease on the last date of the month in which he/she loses status.

SECTION 9 – PAID HOLIDAYS

Entitlement to Pay In Lieu

4-9.1 A casual employee who has attained seasonal status shall for the first thirty-six (36) months of his/her accumulated service as a seasonal employee receive payment in lieu equivalent to the amount applicable under Article 32.2(b) of his/her gross salary in lieu of paid holidays as defined in Section 4-9.3, below.

Paid Holiday Entitlement

4-9.2 A seasonal employee who has attained thirty-six (36) months of accumulated service as a seasonal employee shall be entitled thereafter to the provisions set out in this section, provided they retain their seasonal status.

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, such holiday shall be deemed to be a paid holiday.

4-9.4 Special holidays as proclaimed by the Governor-General or Lieutenant Governor as referred to in Section 4-9.3 above, which are granted during vacation leave shall be computed as part thereof but no other holidays shall be computed therein.

4-9.5 Where a paid holiday occurs on a Saturday or Sunday that is not a regular working day for that employee's classification, employees shall be granted a day in lieu of such paid holiday as allocated by the Employer.

4-9.6 In addition to the entitlement to holiday pay, where an employee is required to perform work on a paid holiday (refer to Section 4-9.3 above); he/she shall also be entitled to receive payment in the amount of two (2) times their regular straight time hourly rate for all hours worked on the holiday.

4-9.7 For the purpose of this Article:

"holiday" means a day on which a holiday falls or the day that is allowed in lieu thereof when the employee is required to work on the day of the holiday.

4-9.8 In addition to the entitlement to holiday pay, where an employee is required to report for any period of work on a paid holiday (refer to section 4-9.3 above), he/she shall be paid a minimum of four (4) hours at two (2) times their normal hourly rate of pay. Where an employee performs work in excess of four (4) hours, he/she shall be entitled to a minimum of the normal daily hours of work at two (2) times their regular hourly rate of pay as set out in the Salary and Classification Schedule.

4-9.9 Employees in receipt of premium payments contained in this article are not entitled to any other premiums contained in the Collective Agreement.

SECTION 10 – VACATION AND VACATION CREDITS

Entitlement to Pay In Lieu

4-10.1 A casual employee who has attained seasonal status for the first thirty-six (36) months of accumulated service as a seasonal employee shall be entitled to the applicable provisions of Article 32.2(b) of the Collective Agreement.

Vacation Entitlement

4-10.2 A seasonal employee who has attained thirty-six (36) months of accumulated service as a seasonal employee shall be entitled thereafter to the provisions set out below, provided they retain their seasonal status.

4-10.3 An employee may take vacation leave of absence only to the limit of his/her accumulated vacation credits, may not take vacation leave of absence during his/her first six (6) months of service (which includes a period served in the OPS immediately prior to appointment to the Employer) and his/her accumulated vacation credits shall be reduced by the vacation leave of absence taken.

4-10.4 An employee who leaves the Employer after serving less than six (6) months service shall receive vacation pay at the rate of four percent (4%) of salary paid to the employee during this period.

4-10.5 Pay in lieu of vacation credits is payable on separation or on death of an employee from the Employer when an employee has been with the Employer for six (6) months or more.

4-10.6 An employee may accumulate vacation credits to a maximum of twice his/her rate of accrual but shall be required to reduce his/her balance of credits to a maximum of one (1) year's accrual by each December 31st.

4-10.7 Where the Employer is unable to grant an employee his/her vacation entitlement following proper notice in accordance with the established procedures, the employee shall not lose vacation credits or pay.

4-10.8 An employee will be credited with his/her vacation for a calendar year at the beginning of each calendar year.

(a) Vacation credits shall be accumulated pro rata for each month of service as follows:

(i) one and one-quarter (1 1/4) days per month for up to and including eight (8) years of service;

(ii) one and two-thirds (1 2/3) days per month after eight (8) years of service;

(iii) two and one-twelfth (2 1/12) days per month after sixteen (16) years of service; or

(iv) two and one-half (2 1/2) days per month after twenty six (26) years of service.

(b) Where an employee has completed twenty-five (25) years of service there is added on that occasion only, five (5) days vacation credits.

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

4-10.9 For the purposes of Section 4-10.8, the years of service for a seasonal employee shall commence with the date he/she first attains seasonal status, adjusted in accordance with Service Commencement/Loss Dates as set out above, however, vacation credits shall not begin to accumulate until he/she attains thirty-six (36) months of accumulated service as a seasonal employee. Only periods during which the employee has status as a seasonal shall be considered in determining the full duration of the employee's years of service.

4-10.10 Except as provided under Section 4-10.11 below, an employee is entitled to vacation credits under Section 4-10.8 in respect of a calendar month in which he/she is at work or on leave of absence with pay for at least one (1) full day. One (1) full day shall be defined as seven and one half (7 1/2) hours worked on one (1) calendar day.

4-10.11 Vacation credits are credited in full for the first month to new employees who commence work on the first working day of the month. Vacation credits are reduced to three-quarter (3/4) day for the first month to new employees starting on or after the second working day and on or before the twelfth (12th) working day of that month. Vacation credits are not credited for the first month to new employees starting after the twelfth (12th) working day of that month.

4-10.12 Where vacation leave-of-absence is applied under Section 4-11.14 the employee may apply to the Employer for leave of absence without pay, after return to duty from sick leave and within a twelve (12) month period, equal to the vacation credits applied to his/her deficit of attendance credits.

4-10.13 Provided the Employer operation is not disrupted approval will be given to the preference of employees in scheduling of vacation and no change will be made in such vacation schedule except by mutual agreement between the Employer and the employee. For clarity this provision applies only to employee(s) who attain credits in Section 4-10.2 above.

4-10.14 Any vacation credits accumulated by a seasonal employee who loses his/her seasonal status shall, at the option of the employee be:

- paid out at the rate in effect at that time
- scheduled as vacation days with pay commencing at the time the employee loses his/her seasonal status

4-10.15 For the purposes of administration, usage of vacation credits shall be charged against the employees' vacation credits as follows:

- up to two (2) hours; one quarter (1/4) day credit:
- between two (2) hours and four (4) hours; one half (½) day credit:
- between four (4) hours and six (6) hours; three quarters (3/4) day credit;
- more than six (6) hours; one (1) full day credit.

4-10.16 A seasonal employee who becomes a permanent full-time employee shall retain his/her accumulated vacation credits.

SECTION 11 – SICK LEAVE AND ATTENDANCE CREDITS

4-11.1 A seasonal employee who has attained twelve (12) months of accumulated service as a seasonal employee shall be entitled thereafter to the provisions set out below provided they retain their seasonal status.

Attendance Credits

4-11.2 In this Article "attendance year" means the period from the 1st day of January in a year to and including the 31st day of December in the same year.

4-11.3 An employee is entitled to an attendance credit of fifteen (15) days in respect of each attendance year at the commencement of each attendance year and such attendance credits will be added to those accumulated by the employee.

4-11.4 An employee who commences his/her employment after the first regular working day of an attendance year is entitled:

(a) to an attendance credit in days computed by multiplying by one and one-quarter (1 1/4) the number of whole months remaining in the attendance year calculated from and including the date of commencement of his/her service; and

(b) where he/she commences his/her service after the first regular working day but not later than the twelfth (12th) regular working day of his/her first month of service, to an attendance credit of three-quarters (3/4) of a day in respect of his/her first month of service.

4-11.5 For the purposes of these sections, the years of service for a seasonal employee shall commence with the date he/she first attains seasonal status adjusted in accordance with Service Commencement/Loss Dates as set out above, however, attendance credits shall not begin to accumulate until he/she attains twelve (12) months of accumulated service as a seasonal employee. Only periods during which the employee has status as a seasonal employee shall be considered in determining the full duration of the employee's years of service.

4-11.6 An employee is entitled to attendance credits under Section 4-11.13 in respect of a calendar month in which he/she is at work or on leave of absence with pay for at least one (1) full day. One (1) full day shall be defined as seven and one half (7 ½) hours worked on one (1) calendar day.

4-11.7 Any attendance credits accumulated by a seasonal employee who loses his/her seasonal status shall be paid out at the rate in effect at that time.

4-11.8 For the purpose of administration, usage of attendance credits shall be charged against the employees' attendance credits as follows:

- up to two (2) hours; one quarter (1/4) day credit:
- between two (2) hours and four (4) hours; one half (½) day credit:
- between four (4) hours and six (6) hours; three quarters (3/4) day credit;
- more than six (6) hours; one (1) full day credit.

4-11.9 Notwithstanding the provisions of Section 4-11.4, an employee is not entitled to attendance credits under Section 4-11.3 in respect of a month in which the employee is absent from work:

(a) without leave;
(b) by removal from employment for cause; or
(c) without pay for the whole calendar month.

Attendance Bonus

4-11.10 In this Section,

(a) "Attendance year" means the period from the 1st day of January in a year to and including the 31st day of December in the same year; and

(b) "Unused attendance credits" means attendance credits to which an employee is entitled for the attendance year less any attendance credits used during that attendance year.

4-11.11 Within four (4) weeks after the close of an attendance year an employee shall:

(a) elect to have all his/her unused attendance credits for the attendance year added to his/her total of accumulated attendance credits; or

(b) if he/she has not elected under clause (a), be paid a bonus of;

(i) one-fifth (1/5) of his/her unused attendance credits for that attendance year, where the employee has completed at least one (1) but less than ten (10) years of service,

(ii) one-quarter (1/4) of his/her unused attendance credits for that attendance year, where the employee has completed ten (10) or more years of service and has accumulated less than two hundred and sixty (260) days of attendance credits,

(iii) one-third (1/3) of his/her unused attendance credits for that attendance year, where the employee has completed ten (10) or more years of service and has two hundred and sixty (260) or more days of accumulated attendance credits, and the employee's attendance credits for that attendance year shall be reduced by the amount of attendance credits for which he/she was paid the bonus.

4-11.12 The bonus referred to in Section 4-11.11 (b) shall be;

(a) Determined from the employee's length of service and accumulated attendance credits, as of the 1st day of January in the attendance year, and

(b) Calculated at the rate of salary the employee was receiving on the 31st day of December in the attendance year.

Sickness Leave

4-11.13 Except as herein provided no employee shall receive pay for absence caused by sickness or injury in excess of his/her accumulated credits.

4-11.14 Where, after having served one (1) year, an employee is absent by reason of sickness or injury for a period in excess of his/her accumulated credits, the employee has the option to use accumulated credits for overtime and for vacation leave of absence to reduce the employee's deficit of attendance credits.

4-11.15 An employee may be granted pay for not more than thirty (30) days of excess absence and any payments in excess of credits shall be charged against the future credits to which the employee becomes entitled and any unpaid balance shall be deducted from the amount paid the employee.

4-11.16 After five (5) days absence caused by sickness or injury, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Employer certifying that the employee is unable to attend to his/her official duties due to sickness or injury, and the anticipated date of return. Notwithstanding this provision, the Employer may require an employee to submit the certificate required hereunder in respect of a period of absence of less than five (5) days.

4-11.17 Where an employee receives an award under the Workplace Safety and Insurance Act and the employee has exhausted all accumulated credits, (i.e. attendance and vacation), the employee will be considered on leave without pay.

4-11.18 The Sick Credit Pool Plan established pursuant to an Arbitration Award, dated April 4, 1979, shall be administered in accordance with the Letter of Agreement agreed to on February 29, 1980.

4-11.19 (a) Where for reasons of health an employee is frequently absent or unable to perform his/her duties the Employer may require him/her to submit to a medical examination at the expense of the Employer.

(b) It is agreed that where the employee is unable to accept the choice of the doctor under Section 4-11.19(a) above, that arrangements will be made to select another doctor who would be mutually acceptable to the employee and the Employer.

4-11.20 A seasonal employee who becomes a permanent full-time employee shall retain his/her accumulated attendance credits.

SECTION 12 – GROUP INSURANCE AND MEDICAL BENEFITS

Entitlement to Pay in Lieu

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).

Entitlement to Insurance Plans

4-12.2 (a) Effective April 1, 2010 seasonal employees in their first twelve (12) months of seasonal employment and who have worked 1300 hours in the previous calendar year (Year 1- based on 2009 hours) and who have five (5) years of casual seniority will receive benefits under the same benefit plans as full time employees during their first twelve (12) months of seasonal employment, subject to the following limitations:

Basic Life Insurance- For employees only, in the amount of ten thousand dollars ($10,000.00) shall be provided to seasonal employees as defined above.

Dental- for employees and their family, routine (Basic) services as provided under the Manulife Policy # 10055, or its equivalent up to a maximum of one thousand dollars ($1,000.00) per year per covered person.

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

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

21.1, 21.2 (a) (b) (c)(iii) (d) (e) and (f), 21.3 in its entirety, 21.4 in its entirety, 21.5 in its entirety, 21.7(a) major treatment and three thousand dollars ($3,000) maximum coverage does not apply, and 21.8.

(b) A seasonal employee who has attained twelve (12) months of accumulated service as a seasonal employee shall be entitled thereafter to the provisions set out in Article 21 of the Collective Agreement, provided they retain their status.

4-12.3 During this period of entitlement, the responsibility for paying the cost of premiums for such insurance benefits will be specified for each benefit contained in Article 21. The only exception to this will occur when an employee with seasonal status is not working. During such a non-working period a seasonal employee may continue his/her benefit coverage by paying his/her own premiums as follows:

(a) The employee will be required to indicate, in advance, whether he/she intends to continue such benefits during a non-working period. Such decision shall be given in writing at attainment of seasonal status; however, the employee may amend such decision in writing. The employee's choice in effect on the Employer's records, two (2) months in advance of the non-working period shall apply during such period.

(b) During such period the Employer shall continue to pay the premiums applicable to such coverage, however, the employee will be required to reimburse the Employer for any such payments. The Employer shall have the right to deduct such payments from the employee's salary upon his/her return to work in the event such reimbursements are not made by the employee to the Employer at the appropriate time.

(c) Selection of specific benefit coverage (except Long Term Income Protection) will be at the discretion of the employee.

4-12.4 A seasonal employee who becomes permanent full-time shall have his/her benefits continued.

SECTION 13 – UNIFORMS

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.

SECTION 14 – SCHEDULE OF SEASONAL HOURLY WAGE RATES

4-14.1 Seasonal employee hourly wage rates shall be based on the first step of the salary range of Warehouse Worker 3 wage rate, as per the following progression:

Duration of Seasonal Status	% of First Step of Warehouse Worker 3 Wage Rate
At attainment	88%
At twelve (12) months of accumulated service	92%
At twenty-four (24) months of accumulated service	96%
At thirty-six (36) months of accumulated service	100%

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

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 1	
Article 2	
Article 3	
Article 4	
Article 6	(application limited to 6.7 (e) and 6.17)
Article 7	(application limited to 7.6(b))
Article 14.1	(restricted by the requirements of Appendix 4-11.1)
Article 21	(applicable as set out in Section 12, above)
Article 22	(applicable as set out in Section 3, above)
Article 24	
Article 26	
Article 27	
Article 28	
Article 29	
Article 30	
Article 32	(applicability limited to 32.1(a), (b), (c), (d), (g), (h), (j), (k), 32.5(a)(i) and (iii), 32.8(a),(b) and (c), 32.9, 32.10, 32.11, and 32.12)
Article 33	
Article 50	
Article 53	

SECTION 16 – LETTERS AND MEMORANDA OF AGREEMENT

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

Mediation – Arbitration Process
Labour Management Committees
Enhanced Severance – Privatization – Casual Employee

Employment Assistance Program
Fixed Term Employment
Kilometre Rates
Leave of Absence Union Business
French Language Services
Permanent Vacancy Review
On Call Policy
Employment Equity

MEMORANDUM OF AGREEMENT - RE: Allocation of Additional Hours

BETWEEN:

THE LIQUOR CONTROL BOARD OF ONTARIO
(The "Employer")

– AND –

THE ONTARIO LIQUOR BOARDS EMPLOYEES' UNION
(The "Union")

It should be understood that the allocation of additional hours will be assigned by store in order of seniority, to PPT employees first, then to Casual employees, provided they are qualified to perform the work and no overtime is incurred.

In stores with PPT employees, it is understood additional hours are hours of work available after PFT and PPT weekly core hours of work have been scheduled.

In stores without PPT employees it is understood additional hours are hours of work available after PFT hours of work have been scheduled.

Dated this 24th day of May, 2002.

FOR THE EMPLOYER

Wayne Zachar
Director, Employee Relations

FOR THE UNION

John Coones
President OLBEU

May 24, 2002

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

LETTER OF AGREEMENT - Re: Enhanced Severance – Privatization – Permanent Employees

Dear Mr. Coones:

Where the privatization, in whole or in part, of the LCBO results in the closure of all or part of the Employer's establishments or where a department as a whole is privatized, the following shall apply to surplus permanent employees where no reassignment or displacement is possible as per Article 6 and 48 of the Collective Agreement:

(1) He/she shall receive six (6) months' notice of layoff or termination or pay in lieu thereof.

(2) Prior to the privatization of the establishment or department the Employer will make reasonable efforts to ensure that the new Employer(s) offer positions to employees on terms and conditions that are as close as possible to the then existing terms and conditions of employment of the employees in the bargaining unit, and where less than the full complement of employees is offered positions, to ensure that offers are made on the basis of seniority. Where an employee has been transferred to a new Employer he/she will cease to be an employee by reason of layoff for the purposes of Article 12 and 42 (Termination Pay). No other provisions of the Collective Agreement will apply. Further, the employee will not be entitled to term 3 of this letter.

(3) **ENHANCED SEVERANCE**

Where an employee has not been transferred or declined to be transferred to the new employer he/she will be entitled to:

(a) Provided the employee has completed one (1) year of service and is not eligible for an unreduced pension or any other special pension option, he/she shall be entitled to severance pay in an amount computed by multiplying the total number of years of service of an employee by two (2) times the regular weekly salary to which he/she was entitled at the date he/she ceased to be an employee and shall not exceed annual salary.

(b) On production of receipts from an authorized educational institute or employment counseling firm he/she shall be entitled to reimbursement of up to five thousand dollars ($5,000) as an employment transition allowance. To be eligible for reimbursement, receipts must be received within twelve (12) months from the date the employee exited the Employer.

(c) In addition the Employer shall buy-out unused attendance credits at the current hourly rate, to a maximum of thirty (30) days credits.

or

PENSION BRIDGING

Pension bridging provision as contained in Appendix 14 of the Letter of Agreement between OPSEU and the Crown, dated March 29, 1996 (2 (a) and (b)) subject to the approval of OPSEU Pension Trust and Revenue Canada.

(4) Where an employee affected by this letter is appointed to a position with their original Employer after the initially projected termination date, and prior to the expiration of twenty-four (24) months, the employee will pay to the Employer all monies, excluding the employment transition allowance, received under this letter.

(5) All rights under the Collective Agreement shall be forfeited when applying this letter, except as specified under term 2.

This letter shall commence with the ratification of the collective agreement.

Yours truly,

W. Zachar
Director
Employee Relations

May 24, 2002

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

LETTER OF AGREEMENT - Re: Enhanced Severance – Privatization – Casual Employees

Dear Mr. Coones:

Where the privatization, in whole or in part, of the LCBO results in the closure of all or part of the Employer's establishments, the following shall apply to terminated casual employees that have five (5) years or more of seniority:

(1) The Employer will make reasonable efforts that the new Employer(s) offer positions to employees on terms and conditions that are as close as possible to the then existing terms and conditions of employment. Where an employee has been transferred to a new Employer he/she will be deemed to have resigned and no provisions of the collective agreement will apply. Further, the employee will not be entitled to term 2 of this letter.

(2) Where an employee has not been transferred to the new Employer he/she will be entitled to:

(a) Severance pay in an amount determined as follows:

The average weekly earnings during the twelve (12) month period preceding the date of notice of termination multiplied by the employee's years of seniority.

(b) On production of receipts from an authorized educational institute or employment counseling firm he/she shall be entitled to reimbursement of up to two thousand dollars ($2,000) as an employment transition allowance. To be eligible for reimbursement, receipts must be received within twelve (12) months from the date the employee exited the Employer.

(3) Where an employee affected by this letter is appointed to a position with their original Employer after the initially projected termination date, and prior to the expiration of twenty-four (24) months, the employee will pay to the Employer all monies, excluding the employment transition allowance, received under this letter.

(4) All rights under the Collective Agreement shall be forfeited when applying this letter.

This letter shall commence with the ratification of the collective agreement.

Yours truly,

W. Zachar
Director
Employee Relations

May 24, 2002

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

LETTER OF AGREEMENT - Fixed Term Employment

Dear Mr. Coones:

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

   (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

   (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 until Labour Day.

No fixed term employee shall be scheduled for work until all permanent full-time, permanent part-time, seasonal and casual employees who are assigned to the work site have been scheduled in accordance with the Collective Agreement, including employees who may be eligible for work under Article 51 and the Memorandum of Agreement – Allocation of Additional Hours.

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

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,

Wayne Zachar,
Director
Employee Relations

May 24, 2002

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

LETTER OF AGREEMENT - Kilometre Rates

Dear Mr. Coones:

This will confirm the Employer's agreement with respect to kilometre rates and alternate transportation as follows:

The following provisions shall be applicable to employees who use their own automobiles in the conduct of Board business:

The Employer agrees to furnish alternative means of transportation to employees who are required to travel to conduct Board business, should any of the employees not wish to use their privately-owned automobiles for such purposes.

An employee authorized to use his car on approved Board business, including travelling to assigned duties away from his/her accustomed work location, shall be paid kilometer allowance in accordance with LCBO policies and guidelines as contained in the LCBO Administration Manual.

The parties acknowledge the rates paid may be amended from time to time to reflect changes in vehicle operating costs incurred by employees in their use. All changes in the rate will be the same as those paid to management and excluded employees.

Yours truly,

Wayne Zachar
Director
Employee Relations

May 24, 2002

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

LETTER OF AGREEMENT - Leave of Absence for Union Business on a Full-Time Basis

Dear Mr. Coones:

This will confirm the Employer's agreement with respect to a leave of absence for a bargaining unit employee in order that the employee may perform the duties and responsibilities of a position with the Union on a full-time basis.

It is understood that under this agreement the Union will reimburse the Employer for the employee's salary, the Employer's share of Superannuation, fringe benefits, including medical, surgical and life insurance and the cost equivalent of attendance credits. A statement will be issued, each month end, by the Union to the Employer confirming the employee's use of attendance and vacation credits.

It is understood that for purposes of incurring any liability to third parties, the employee will be considered to be an employee of the Union throughout the period of such leave and the Union will indemnify the Liquor Control Board of Ontario in respect to any such claim.

It is understood that the employee will retain the job classification held at the time of commencement of the leave, as modified from time to time. Upon return to regular duty the employee will be reappointed to such classification in the system.

Yours truly,

Wayne Zachar
Director
Employee Relations

May 24, 2002

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

LETTER OF AGREEMENT - French Language Services

Dear Mr. Coones:

In expanding its French Language Services the Employer agrees to the following:

1. To make reasonable effort to minimize adverse effects on employees which may be caused by the designation of bilingual positions.

2. To keep the Union apprised of the Employer's implementation plans.

3. To provide the Union through the Provincial Labour Management Committee with an opportunity to review any policy being proposed for French language training applicable to bargaining unit employees. Employees directed by the Employer to undertake French language training shall do so at the Employer's expense and without loss of pay or credits.

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. Information will be provided as to the method by which the services will be provided at each worksite.

5. The designation of bilingual positions, the standards of fluency required, the training courses to the Provincial Labour Management Committee specified under Article 1.7 of the Collective Agreement.

Yours truly,

Wayne Zachar
Director
Employee Relations

May 24, 2002

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

LETTER OF AGREEMENT - Permanent Vacancy Review

Dear Mr. Coones:

(1) **Retail – Permanent Part-Time**

(a) (i) All currently employed Permanent Part-Time employees who worked sixteen hundred (1600) hours or more in the previous calendar year, shall be offered Permanent Full-Time employment, by the end of February of the review year, within the geographic posting area in which they are currently employed, provided his/her most recent performance appraisal was rated at a level 3 or better and has a satisfactory attendance and discipline record.

(ii) Should a Permanent Part-Time employee not qualify to be offered Permanent Full-Time employment, he/she shall be considered as per these terms at subsequent annual reviews, via the Regional Local Labour Management Committee.

(iii) Once a Permanent Part-Time employee has been offered Permanent Full-Time employment as per these terms, he/she shall have one (1) week to accept such offer and shall be appointed to Full-Time status within thirty (30) days of acceptance of the Employer's offer. Failure to respond will be deemed as having not accepted the offer of full-time employment.

(b) Notwithstanding the above, Permanent Part-Time employees who choose not to accept the offer of Permanent Full-Time employment shall have the right to continue as Permanent Part-Time employees and all rights currently applicable to these employees shall continue to apply.

(c) It is understood that those positions vacated by Permanent Part-time employees accepting Permanent Full-Time employment shall not be posted. Further, the terms and conditions pertaining to Permanent Part- Time employees will cease to exist when the remaining Permanent Part-Time employees exit the organization.

(2) **Permanent Full-Time Vacancies**

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

(a) One thousand six hundred (1,600) hours or more for casual employees working in positions which, if they were full time, would be in a classification with thirty seven and a half (37.5) prescribed hours of work per work week;

(b) One thousand seven hundred (1,700) hours or more for casual employees working in positions which, if they were full time, would be in a classification with forty (40) prescribed hours of work per work week;

(c) One thousand five hundred and fifty (1,550) hours or more for casual employees working in positions which, if they were full time, would be in a classification with thirty six and one-quarter (36.25) prescribed hours of work per work week;

in the previous calendar year.

(3) **Exclusions**

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

(a) Hours worked on Sunday

(b) Hours worked on a paid holiday as listed in Article 8.1

(c) Sickness and/or accident, not including LTIP

(d) Vacation and leaves of absence including jury duty, bereavement, Union business

(e) Temporary transfers/assignments

(f) Modified work programs

(g) Accommodation as required by legislation

(h) Overtime

(i) Hours worked on the night shift

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

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

(4) **Reimbursement**

Following this review, there shall be a reimbursement of up to one hundred twenty (120) hours (where a casual employee works in a position which, if it was full time, would be in a classification for which a forty (40) hour work week applies), one hundred twelve and one-half (112.5) hours (where a casual employee works in a position which, if it was full time, would be in a classification for which a thirty seven and half [37.5] hour work week applies) and one hundred eight and three-quarters (108.75) hours (where a casual employee works in a position which, if it was full time, would be in a classification for which a thirty six and one-quarter [36.25] hour work

week applies) for those hours that were excluded for vacation replacement. It is understood that to be reimbursed, said work must have been performed and excluded during the review.

(5) **General**

(a) Should a casual employee, and in addition in the case of Logistics, Seasonal employee, work in the same position and Department/Store as per the hours listed above for reasons other than those listed above, a vacancy shall be declared and posted in accordance with the provisions of the Collective Agreement provided it is not already posted and/or there are no displaced permanent employees in his/her work area.

(b) It is agreed by the parties that said positions shall be filled no later than June 30th of the review year. For the purposes of this Article, "review year" shall mean the year in which the hours were worked.

(i) by February 1st of the review year, the parties will schedule meeting dates for each Regional-Local Labour Management Committee.

(ii) The Employer shall provide the Union with all information pertaining to the review to the Union 2 weeks prior to the annual PVR review meeting.

(c) An employee shall be given up to twenty four (24) hours to accept a position identified through the PVR process. 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.

(d) In the event an employee is offered a PVR position, he/she may decline the first job offer but still shall be eligible for any other available remaining position(s) the employee had identified in her/his original application provided that their seniority permits the individual to do so.

Yours truly,

W. Zachar
Director
Employee Relations

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 ½) when called in and,

    (ii) time and one-half (1 ½) for all hours worked where more than four (4) hours is required.

Yours truly,

Wayne Zachar
Director
Employee Relations

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.

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

May 24, 2002

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

LETTER OF AGREEMENT - Store Maintenance Duties

Dear Mr. Coones:

This will confirm the Employer's agreement with respect to the performance of certain store maintenance duties as follows:

The Employer agrees it is not a job requirement for store employees to perform the following duties during normal working hours:

- the stripping of waxed floors and waxing resulting there from;
- the washing of walls and painting.

F.A. MacInnis
General Manager
(LCBO)

May 24, 2002

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

LETTER OF AGREEMENT - Sunday Openings

Dear Mr. Coones:

The LCBO and the Union agree that work resulting from the opening of LCBO's stores on Sunday shall be voluntary for Permanent Full-Time (PFT) and Permanent Part-Time (PPT) employees.

Sunday Work shall also be voluntary for Casual employees for whom such Sunday work would result in overtime.

Sunday work shall be offered in the following manner and sequence:

(a) First, to PFT employees on a voluntary basis in order of seniority.

(b) Should fewer than the required number of PFT employees volunteer, such Sunday work shall then be offered to PPT employees, in order of seniority.

(c) Should fewer than the required number of PPT employees volunteer, such Sunday work shall then be offered to Casual employees in order of seniority.

(d) Should fewer than the required number of casual employees volunteer, such Sunday work may be assigned to casual employees who have worked less than forty (40) hours during that week.

Unless otherwise agreed between the casual employee and the Employer, the maximum number of hours that may be assigned shall not exceed the difference between the number of hours worked by the casual during the regular work week and forty (40) hours with such hours not to exceed eight (8) hours on the Sunday.

Dated this 24th day of May, 2002.

FOR THE EMPLOYER

Wayne Zachar
Liquor Control Board of Ontario

FOR THE UNION

J. Coones, President
Ontario Liquor Boards Employees' Union

May 24, 2002

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

LETTER OF AGREEMENT – RE: Transferred from Department 739

Dear Mr. Coones:

Permanent employees transferred from Department 739 shall not be required to rotate through the shifts at Department 941 (i.e. afternoon shift employees will be permanently on that shift while day shift employees would remain in their current day shift). This is an ongoing grandfathering arrangement not available to new employees, nor employees who opt to rotate through shifts.

The Employer, where necessary, may temporarily assign the above grandfathered employees to a different shift for the purposes of training, absentee relief, or other unforeseeable emergencies. Such assignments will be of such a temporary nature so as not to extend beyond a two (2) week period.

Should a current 739 employee so request, the LCBO shall not transfer such employee to a regular LCBO store once he/she has been reassigned to the new facility. The exception to this would be in the event of a surplus/layoff situation. This is an ongoing grandfathering arrangement not available to new employees nor employees who opt to accept transfer.

Yours truly,

Wayne Zachar,
Director
Employee Relations

July 25, 2005

Mr. J. Coones
5757 Coopers Avenue
MISSISSAUGA, ON
L4Z 1R9

LETTER OF AGREEMENT - RE: Agency Stores

Dear Mr. Coones:

The Employer agrees:

(a) not to close any of its retail stores as a result of the opening or operation of any franchise and/or agency stores;

(b) not to layoff any permanent full time employees employed at the stores referenced in (a) above as a direct result of the Agency Store Program;

(c) There will be no reduction in store operational hours as a result of the opening or operation of any franchise and/or agency stores;

(d) it is agreed that this agreement does not apply to store consolidations, or store relocations where such consolidations or relocations are not a result of the opening of any franchise and/or agency stores.

Yours truly,

Wayne Zachar
Director
Employee Relations

July 26, 2005

Mr. John Coones
5757 Coopers Avenue
Mississauga, ON
L4Z 1R9

LETTER OF AGREEMENT - RE: Contracting Out

Dear Mr. Coones:

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,

Wayne Zachar,
Director
Employee Relations

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.

1. Where there is a requirement for overtime work, overtime shifts must be identified and posted prior to canvassing a shift, the overtime opportunity shall be offered on a voluntary basis in the following manner and sequence:

   Overtime work opportunities shall be first offered to qualified permanent full-time employees in each retail store on a voluntary basis in a rotating cycle. For further clarity, this means the first overtime opportunity following the execution of this Memorandum of Agreement will be offered sequentially to the most senior qualified permanent full-time employee on the seniority list at each retail store until the overtime opportunity has been filled.

   When the next overtime opportunity arises, the employer will offer that overtime opportunity to the next qualified permanent full-time employee who appears on the seniority list immediately following the employee who accepted the previous overtime opportunity and continue sequentially down the list until that overtime opportunity has been filled. When the end of the seniority list has been reached the cycle will repeat itself.

2. Where all qualified permanent full-time employees on the seniority list at a retail store have been offered the overtime opportunity and said opportunity still exists, such overtime shall then be offered to the qualified permanent part-time employees in the retail store and then to the qualified casual employees. Failing sufficient volunteers, overtime will be assigned to the least senior qualified employee.

3. The employer shall maintain an updated seniority list in each retail store which contains an updated notation of which permanent full-time employee accepted the last available overtime opportunity so as to ensure the proper allocation of the next overtime opportunity.

4. Permanent full-time employees transferred to another retail store shall be dovetailed into the seniority list at such store. Transferred employees will become eligible to accept the next overtime opportunity at the retail store they are transferred to based on their respective position on the seniority list and the position of the overtime allocation cycle, provided they are qualified.

5. An employee who is or will be on vacation shall be eligible to work overtime opportunities on the Saturday immediately prior to, during or following his/her vacation period, provided he/she provides a written statement indicating his/her availability for such overtime and a contact number prior to the posting of the applicable schedule, provided he/she is qualified. Otherwise, should an overtime opportunity become available, he/she is ineligible to work overtime during said vacation period and the offer will be made to the next most senior qualified employee on the seniority list.

6. It is agreed that the Union and the Employer shall meet upon the request of either party, but not later than thirteen (13) months following the first day of the implementation of this agreement, to review this Memorandum of Agreement and make any changes agreed to be necessary.

Dated this 27th day of July, 2005.

For The Employer

Wayne Zachar, Director
Employee Relations

For the Union

John Coones, Chairperson
OPSEU, Liquor Board Employees Division

July 27, 2005

Mr. John Coones, Chairperson
OPSEU, Liquor Board Employees Division
5757 Coopers Avenue
Mississauga, ON
L4Z 1R9

Dear Mr. Coones:

LETTER OF AGREEMENT - RE: Logistics Call In Protocol

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 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. 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;

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,

Wayne Zachar,
Director
Employee Relations

MEMORANDUM OF AGREEMENT - Re: Overtime Equalization for Logistics Facilities

Between

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

and

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

This proposal is applicable to permanent full time employees working in Durham, London, Toronto, Ottawa and Thunder Bay logistics facilities only and is intended to replace Article 7.6 (b) of the Collective Agreement for Logistics employees only.

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

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

2. Where there is a requirement for overtime, work shall be offered on a voluntary basis in the following manner and sequence.

    a) Overtime shall be offered first to permanent full time employees with the least number of accumulated overtime hours in the department, at work, by shift, by the classification that normally performs the work for which such overtime is required based on the employer's most recent list.

    b) Where sufficient full time personnel do not volunteer, such overtime will be offered to seasonal employees in accordance with Appendix 4 Section 2 of the Collective Agreement.

    c) Where sufficient Seasonal personnel do not volunteer such overtime will be offered to Casual employees in order of seniority in the department, at work, by shift, by the classification that normally performs the work for which such overtime is required.

    d) Failing sufficient volunteers, overtime shall be assigned to the least senior qualified employee beginning with Casual employees, then Seasonal employees and then permanent full time employees.

    • **NOTE:** For the purposes of this clause, the most recent list shall mean the employer's daily adjusted list and not the weekly posted list.

    • **NOTE:** Where there are more employees with the same number of accumulated overtime hours than are required, such overtime will be allocated in order of seniority.

3. The Employer shall maintain a daily Overtime List of all hours worked and offered, by shift.

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

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

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

   A weekly summary of all Lists will be posted in each department, by shift, no later than 4 p.m. on the first working day of the new work week. Such lists shall contain the following:

   a) All hours worked and offered for the previous week;

   b) The total accumulated hours worked and offered to date;

   c) All hours declined and the reasons that they were declined.

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

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

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

Weekend and Statutory Holiday Solicitation

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

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

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

Tracking and Administration

Overtime hours will be charged to employees where:

a) Hours are offered and refused

b) They are absent due to any reason including vacation

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

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

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

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

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

Shift Changes

a) Employees who request assignment to a different shift, and maintain their classification shall also have their hours adjusted to be one hour greater than the hours of the employee with the most hours for that classification, on that shift in the same department. The most hours plus one shall be calculated using the daily list.

b) Where an employee's shift is changed by management, due to operational requirements, the Employee's overtime hours shall be reconciled at the time of the shift change and their hours for the new shift adjusted to be one hour greater than the hours of the employee with the most hours for that classification, on that shift in the same department.

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

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

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

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

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

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

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

It is agreed that the Union and the Employer shall meet upon the request of either party, but not later than thirteen (13) months following the first day of the renewal of this agreement, to review this Memorandum of Agreement and make any changes that the parties agree to be necessary.

NOTE: This Agreement will come into effect February 1, 2005.

Dated this 29th day of December, 2004.

John Coones
A. R. Kemp
For the Union

Bruce Pizzolato
For the Employer

Appendix A - Definition of DEPARTMENTS and CLASSIFICATIONS

Department	Classifications
Operations (#969)	• Clerks • Forepersons • Warehouse Worker 3 and Warehouse Worker 4
Maintenance (#967)	• Building Maintenance Mechanic • Electronic Technician • Maintenance Electrician • Maintenance Mechanic • Maintenance Serviceperson • Storekeeper • Janitors • Fork Lift Truck Mechanic
Controls (#968)	• Vax Systems Operators • Control Console Operators • Systems Analysts • PLC Systems Analysts
Stock Control & Admin. Services (#966)	• Office Clerks
Engineering (#963)	• Pallet Control Clerk • Dist. Analyst
Security (#962)	• Senior Security Officers

It is understood that where there is more than one shift for a classification, then each shift will be considered separate for equalization purposes.

LETTER OF AGREEMENT - Re: Applicability of Overtime & Shift Rotation in Logistics Facilities

Between

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

– and –

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

This letter will serve as an addendum to the above-noted Memorandums of Agreement dated December 29th, 2004; and will confirm the understanding between the Employer and the Union that further to the two Memorandums of Agreement regarding Shift Rotation and Overtime in all Logistics facilities as noted in those letters dated December 29, 2004; that for the Toronto Logistics Facility the applicability of those Memorandums of Agreement is only to those employees working in Departments #938 and #738, specifically the Private Ordering Service Centre and the Vintages Retail Service Centre.

Those employees working in Department #737 Building Maintenance and Department #910 Private Ordering Office are excluded from the terms and conditions of those memorandums.

Dated the 15th day of March, 2005.

For The Employer

For the Union

For The Employer

For the Union

For the Union

June 24, 2009

Ms. Vanda Klumper, Chairperson
OPSEU, Liquor Board Employees Division
5757 Coopers Avenue
Mississauga, ON
L4Z 1R9

LETTER OF AGREEMENT - RE: Bargaining Unit Work

Dear Ms. Klumper:

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,

Wayne Zachar,
Director
Employee Relations

May 16, 2013

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

LETTER OF AGREEMENT - RE: Scheduling

Upon the Union's request, the Employer agrees to meet within 60 days following ratification of the 2013 Collective Agreement to discuss concerns pertaining to the Union's proposals for amendments to Article 7.4 (a) (iii), including double shift store scheduling issues. The purpose of these discussions will be to explore potential opportunities to address the concerns of both parties regarding the proposed amendments. The meeting shall be composed of three (3) "Union Representatives" selected by the Union and three (3) "Employer Representatives" selected by the Employer.

All time off for such meetings shall be charged to the pool under Article 1.5 (a).

The Union agrees to adjourn the outstanding grievances (GSB #2012-0137, 0138, 0139, 0140, 0141, 0142, 0143, 0397, and 0398) to provide time for meaningful discussions.

Yours truly,

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

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

May 16, 2013

Mr. Wayne Zachar
Director, Employee Relations & Corporate Health & Safety Services
55 Lake Shore Blvd. East
Toronto, ON
M5E 1A4

LETTER OF AGREEMENT – RE: Interpretation of Article 27.3

Dear Mr. Zachar:

This letter shall serve to confirm the Union's interpretation of Article 27.3.

Where the Employer advises an employee that it wishes to discuss a matter that may result in discipline against that employee, and the Employer advises the employee of the purpose in advance of the meeting and that he or she shall be entitled to have a Union Representative at such meeting, such discussion does not constitute a meeting for the purpose of Article 27.3.

Yours truly,

Steve Nield
Supervisor LBED Division
Ontario Public Service Employees Union
100 Lesmill Road
Toronto, Ontario
M3B 3P8

May 16 , 2013

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

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

This Agreement executed in the City of Toronto, on the 15 day of April 2014

For the Employer:

Wayne Zachar

Lauri Green

Yolanda Watson

John Wilkinson

Patti Davis

Vic Araujo

For the Union:

Mirla G. Alvarado

Denise Davis

Tracy Vyfschaft

Colleen MacLeod

Jenn Van Zetten

Jeremy Trainor

Julian Benson

Nick Foti

Warren Smokey Thomas

Calendar for 2013

April

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Calendar for 2014

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Calendar for 2015

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Calendar for 2016

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Calendar for 2017

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