

2017 BARGAINING BULLETIN



Information for OPSEU members in the Liquor Board Employees Division • Issue #19 – June 27, 2017

WE DID IT! Deal reached on a better LCBO

In the late hours of June 25, the OPSEU bargaining team reached a deal that strikes a blow against precarious work and sets a new standard for employers everywhere.



In this round, we went head-to-head with an employer that had steadily increased the number of casual employees, made scheduling worse, and led continued attacks on the quality of life of workers. In the face of this, your union stood by its demands for a better deal for workers, calling out the LCBO publicly for its treatment of its workers.

We said publicly, and at the table, that a profitable Crown corporation could – and should – do better. We demanded an end to the LCBO's race to the bottom with Walmart.

And we won!

Thanks to the support and hard work of OPSEU members across Ontario, your bargaining team reached a last-minute deal that takes on the challenge of precarious work head-on. Throughout this fight we talked about the shameful fact that 84 per cent of retail workers were trapped in casual positions. This deal breaks new ground. We have put a hard cap on the percentage of the retail workforce that can be in casual positions, and will bring the number of



retail workers trapped in those positions down to 70 per cent over the next four years.

This deal is an incredible leap forward on the path to building a better LCBO. Finally, we will use this Crown corporation to set an example for how we want employers to act in Ontario.

This deal was only possible because of your tireless work to build public support for our plan for a better LCBO.

We saw an incredible level of public support – and that's thanks to your hard work. We also want to thank the staff, Executive Board Members, and OPSEU members from many other sectors who supported our efforts to get this deal.

Thank you! Without the efforts of members, and all the support we received, the deal described here wouldn't have been possible.

In solidarity,

Handwritten signatures of Warren (Smokey) Thomas and Denise Davis.

Warren (Smokey) Thomas
OPSEU President

Denise Davis
Chair, LBED bargaining team

Taking steps towards a better LCBO

Details of the tentative agreement between OPSEU and the LCBO

Below is an overview of the key features of the tentative agreement on a new four-year contract reached between OPSEU and the LCBO. A copy of the full Memorandum of Settlement is available on the OPSEU website at:

https://opseu.org/sites/default/files/final-mos_lbed.pdf

The deal we fought to achieve takes on precarious work, while creating hundreds of new full-time jobs. It improves job security by protecting workers from job loss as a result of the expansion of beer, cider, and wine sales in grocery stores, while maintaining current protections against the contracting out of our jobs.

It brings an end to the use of temp agency workers in logistics, and improves the process for how casual and seasonal logistics workers are called in to handle unforeseen work. At the same time, this agreement takes significant concrete steps to improve scheduling that will make it easier for workers to spend time with their families and loved ones, stop seven-day-a-week scheduling of casual workers, and eliminate two-hour shifts entirely.

Even in areas where we weren't able to achieve all our goals, we still made improvements. For example, though Sundays remain part of the regular work week in retail, the number of Sundays that Permanent Full-Time (PFT) Customer Service Representatives (CSRs) are required to work has been reduced. And where employer changes will impact workers, like a move to a Monday-Saturday work week in Logistics, your bargaining team fought to limit the impacts of these changes as much as possible, for example, keeping Saturday work voluntary for PFTs in Logistics.

Ratification vote set for July 18 and 19

OPSEU members at the LCBO will have an opportunity to vote on the tentative agreement on July 18 and 19. Planning for this vote is underway, and additional details will be provided as they are available.

Telephone town halls

OPSEU President Warren (Smokey) Thomas and the members of your bargaining team will be holding a series of telephone town halls for OPSEU members at the LCBO to go over the details of the tentative settlement and answer your questions.

These will be held on June 27 and 28 at 7 p.m., and on June 29 at 10 a.m. If you miss the call or didn't receive a call, you can call 1-877-229-8493 and enter ID Code 112847.

You can find more details at www.opseu.org/LBEDbargaining.



1. TAKING ON PRECARIOUS WORK WITH A GROUND-BREAKING LIMIT ON PART-TIME POSITIONS

- In this round, members took on the challenge of precarious work and the increasing number of casual workers. We said publicly that a profitable Crown corporation could, and should, do better – and this agreement does that. For the first time ever, this collective agreement includes a hard cap on the percentage of the retail workforce that can be casual employees, capping the number at 70 per cent.
- This represents a solid first step in the right direction. This agreement will bring the percentage of retail workers in casual positions down significantly from the current level over the next four years.

2. HUNDREDS OF NEW FULL-TIME JOBS

- Over the term of this agreement, there will be 383 new full-time positions created at the LCBO. This includes:
 - 200 awarded through the Kaplan award
 - 100 created as the result of hard bargaining by your team on the new post-and-fill language in this agreement
 - 83 new positions resulting from the 2016 PVR process
- Despite the employer's push-back, this agreement requires the LCBO to post a PFT position within a division for every PFT vacancy that occurs, back-dated to January 1 of this year, with regular posting of these positions the first Tuesday in January, May and September of each year.
- As well, the agreement requires the employer to post new PFT positions whenever a new store is opened, with a requirement to post one new PFT CSR position with the opening of a new B store, and two new PFT CSR positions with the opening of a new A store.

3. IMPROVING WAGES

- This agreement includes a general wage increase of 7.5 per cent over four years, in line with those received by other public sector workers.

- 1% April 1, 2017
- 0.5% October 1, 2017
- 1% April 1, 2018
- 1% October 1, 2018
- 1% April 1, 2019
- 1% October 1, 2019
- 1% April 1, 2020
- 1% October 1, 2020

- This increase includes retroactive pay to April 1, 2017, which will be paid out within 60 days of the ratification of the agreement.
- The wage grid for Product Consultants has also been brought directly in line with the new retail CSR wage grid. It increases the bottom step to \$25.53. It removes steps 2 and 3, and it makes \$27.53 the second step on the grid.

4. PREVENTING JOB LOSS FROM BEER, WINE AND CIDER IN GROCERY STORES

- The LCBO was forced to agree to ensure that there are no store closures or PFT job losses due to grocery store sales of beer, wine, and cider over the term of this agreement. These are our jobs and we own them.

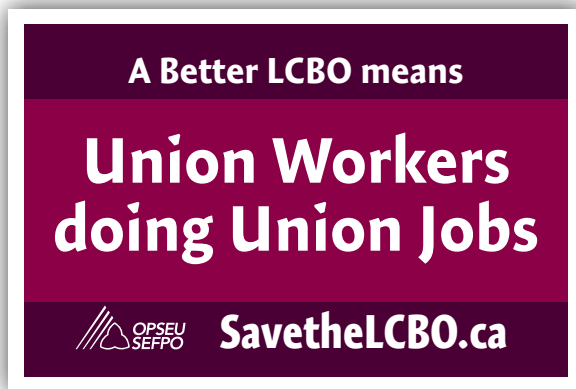


5. IMPROVED JOB SECURITY FOR ALL DIVISIONS

- The employer fought hard to eliminate restrictions on contracting out. The agreement reached by your team maintains the ban on contracting out where it would lead to the layoff of any PFT positions.

6. NO MORE AGENCY WORKERS

- Under this agreement, the LCBO will end the use of temp agency workers in Logistics by March 31, 2018, and will hire 25 new casual Logistics employees to ensure that union work is being done by OPSEU members.



7. IMPROVED CALL-IN PROTOCOL FOR CASUAL/SEASONAL LOGISTICS WORKERS

- No more waiting by the phone for a potential shift offer at any time in the day. Under the improved process, all unforeseen work offers will happen in order of seniority, with calls being made between 8 and 10 a.m. Should an insufficient number of workers accept offered shifts, the work will be assigned first to fixed term workers, and then to casual and seasonal workers in reverse order of seniority.

8. MORE IMPROVEMENTS FOR LOGISTICS WORKERS

- Restrictions on the Warehouse Worker 4 classification have been ended, giving access to the top step to workers at all facilities, including Thunder Bay and Ottawa.
- Pre-2005 hires in logistics now have the right to pick their preferred shift in the same way as their colleagues.

9. BETTER PAY FOR FIXED TERM WORKERS

- Fixed term workers to be paid an hourly rate equal to the first step of the CSR grid, for fixed term workers in the retail division, and equal to the first step of the casual logistics grid, for

fixed term workers in the logistics division. This will move fixed term workers up from \$12.69 to \$15.23 an hour.

10. SIGNIFICANT BENEFIT IMPROVEMENTS

- This agreement includes a number of improvements in benefits,
 - coverage for semi-private hospital rooms increases from \$170 to \$240,
 - vision care coverage increases from \$300 to \$340 every two years
 - dental care will increase to the current fee schedule
 - paramedical benefits will increase from \$35 to \$50 per visit
- The options available to members for psychotherapy have been expanded, and workers will now be able to access the Employee Family Assistance Plan during their probationary period. The agreement also extends survivor benefits for a year after death.
- The agreement also adds optional employee-paid out-of-country medical coverage, with employee-paid premiums of \$6.11 a month for a single person, and \$9.63 a month for family coverage.
- Until now, seasonal workers had a gap in benefit payment, where their pay-in-lieu of benefits would end as soon as they qualified for benefits, despite the fact that they were not able to access them for a period of several months. Now, pay-in-lieu of benefits for seasonals will continue until the benefit waiting period is over and workers can actually access benefits.

11. DEEMED-QUALIFIED DISPLACEMENTS

- Workers who are displacing lower-seniority workers will no longer have to prove that they are qualified for jobs in the class series they were already working in.
- Your team also won changes to the displacement language that mean workers will now have the option to choose to look beyond their work area when displacing before going to the next step down in the displacement process.

12. PROTECTING HEAD OFFICE WORKERS DURING RELOCATION OF THE OFFICE

- The employer has committed to provide updates and meet with your elected representatives throughout the head office relocation process.



13. IMPROVING UNION REPRESENTATION

- Changes to the language in this agreement will make it easier for union representatives to be released to address urgent situations in the workplace, while also increasing the pool of available days for the use of union representatives from 900 to 1100.
- The Provincial Health and Safety Committee is now paid-duty for all representatives, including casual workers.

14. AN END TO 7-DAY-A-WEEK SCHEDULING

- In an effort to address situations where workers would work 50- or 60-day stretches without a day off, the new agreement will ensure that casuals are not scheduled for more than six days in a given work week, unless they voluntarily make themselves available for a seventh day.
- The employer has committed to ensure casual workers will receive comparable weekly hours over the six days to what they are currently working over seven.

15. NO MORE TWO-HOUR SHIFTS

- This agreement increases the minimum number of hours of work in a shift to three hours, ending the employer's use of two-hour shifts.



16. MORE WEEKENDS OFF FOR PFT RETAIL WORKERS TO IMPROVE QUALITY OF LIFE

- The bargaining team successfully negotiated an increase in the number of Saturdays off for PFT retail workers each year from 15 to 17, providing workers with more time to spend with their families and loved ones. This continues to exclude vacation periods, paid holidays, and leaves-of-absence with pay.
- This agreement also cuts the maximum number of Sundays that PFT retail workers can be scheduled as a result of the Kaplan award from 13 to 10 in a year. It also introduces a new process for voluntary posting of Sunday PFT shifts, allowing them to select when they work their 10 shifts. The use of mandatory scheduling will be limited to situations where there are too few volunteers.



17. BETTER WORK-LIFE BALANCE FOR RETAIL WORKERS

- Now, double-shift stores (those with day and afternoon shifts) can only schedule PFT workers on one of these shifts in any given week. This eliminates the current situation where workers would be moved back and forth between day and afternoon shifts in the same week. This will give these workers a regular schedule to meet other commitments.
- In an effort to improve casual workers' ability to plan their lives beyond work, this agreement requires schedules to be posted three weeks in advance for all workers, including casuals.

18. STANDING FIRM TO LIMIT EMPLOYER ATTACKS ON THE WORK WEEK IN LOGISTICS

- The union fought back the employer's demand to move to a 7-day-a-week schedule in logistics, limiting the regular work week in Logistics to Monday to Saturday, not including Sundays. This agreement also includes a voluntary signup system for Saturday work for PFT Logistics workers, ensuring that Saturday work remains voluntary for them.



19. TAKING HARASSMENT SERIOUSLY

- The agreement includes improved harassment and discrimination language that now includes workplace harassment and workplace violence, in addition to sexual harassment.
- The new language also includes improvements to the handling of formal complaints under the LCBO's human rights/workplace harassment

prevention policy. In cases where employees file formal complaints, the employer has committed to conduct and finalize investigations within 45 days where possible, as well as to provide complainants and respondents with summaries of findings following investigations.

20. BETTER GRIEVANCE HANDLING

- A commitment has been made by the parties to resolve the grievance backlog. As a part of improving the processing of grievances, both sides have agreed to hold joint training provided by the Ministry of Labour Dispute Resolution Services for representatives on both management and labour sides, to be paid for by the employer. Incidental expenses will be covered by the union.

21. IMPROVED HEALTH AND SAFETY

- Despite pressure from the employer, this agreement resists LCBO management's efforts to limit the work of the Provincial Health and Safety Committee, and moves the letter of agreement language won in the last round into the body of the collective agreement.

22. HELP FOR WORKERS WITH MENTAL HEALTH ISSUES OR DRUG AND ALCOHOL ADDICTIONS

- As an organization charged with the responsibility of ensuring safe access to a controlled substance, the LCBO and its workers understand the potential for harm that can result from substance abuse and addiction. This agreement expands benefit coverage to include residential treatment programs when required for the treatment of drug and alcohol addictions or for mental health treatment.

23. IMPROVING LANGUAGE TO LOCK IN RECENT GRIEVANCE WINS

- In keeping with the union's recent grievance win on vacation pay calculations, this agreement sets out clearly that pay-in-lieu of vacation will be calculated based on all pay received, including payment for holiday work, acting as the Manager, night shifts and overtime work.

- As well, the agreement will ensure that all hours for authorized leaves, including bereavement leave, union leave, and statutory leaves, such as WSIB and pregnancy/parental leave, are included when calculating hours for the purposes of qualifying for the Casual Benefit Plan.

24. ADDRESSING CASUAL AVAILABILITY CHANGES

- The union has agreed to withdraw its Unfair Labour Practice freeze violation charge against the LCBO related to the forced change in casual availabilities. All discipline around Sunday work and forced availability changes will be removed from employee files. Under the new agreement, however, there will be no more exceptions for pre-1996 workers, who will be required to be available for the same casual availability days as other casuals.

25. IMPROVED EQUITY LANGUAGE

- The Union/Management Committee on Employment Equity's mandate has been expanded through this agreement to include consideration of those who because of race, colour, sexual orientation or gender orientation have been traditionally disadvantaged in Canada.

26. IMPROVED COVERAGE FOR UNIFORMS AND EQUIPMENT

- The union bargaining team made gains on uniforms by increasing the uniform allotment so that all casuals receive at least two shirts, rather than starting with only one, and ensuring payment for safety footwear required by the Ministry of Labour, as well as when required by the employer. At the same time, the team was successful in fighting off the employer's attempts to require workers to provide their own cold-weather gear.





27. REQUIRING THE EMPLOYER TO DISCLOSE PLANS FOR BUSINESS CHANGES

- This agreement will improve transparency and increase union involvement in business decisions that will impact workers through the inclusion of a new “Disclosure Directive.” This new approach should help to foster positive labour relations through the regular sharing of information about business changes that might impact the terms and conditions of employment of union members.

28. MAKING IT EASIER FOR CASUALS TO GET FULL SHIFTS

- By creating an exemption to the four-hour minimum shift for call in shifts under Article 51, this agreement will make it possible for casuals on five-hour shifts to pick up an additional three-hour shift in cases of unforeseen work. The goal of this change is to make it easier for casuals to assemble full eight-hour days.

29. VOLUNTARY RECOGNITION RELATED TO THE SALE OF CANNABIS

- Should the LCBO or a successor entity be selected to retail cannabis, the employer has agreed to voluntarily recognize OPSEU as the bargaining agent for any new or changed bargaining unit classification required. That means those jobs are our jobs.

Meet your bargaining team

The OPSEU bargaining team for the Liquor Board Employees Division consists of five members:

Denise Davis,
Chair, Local 378

Colleen MacLeod,
Vice-Chair, Local 5107

Jennifer van Zetten,
Local 162

Robin Reath,
Local 163

Mark Larocque,
Local 499

The bargaining team is assisted by OPSEU Negotiator Jeff Weston, Researcher Steve Crossman, and other assigned staff.

Stay informed!

You can receive this bargaining bulletin (and our regular newsletter, the Echo) directly by e-mail. Just call OPSEU at **1-800-268-7376** or **(416) 443-8888**, and give the operator your name and e-mail address.

You can also watch for updates on the OPSEU website at www.opseu.org/lbedbargaining. And be sure to attend upcoming bargaining information meetings in your area.



Meet your mobilizers

In collective bargaining, power comes from the support of union members. Experience has shown that employers move at the bargaining table when members take action inside and outside the workplace. To help build that power, OPSEU has booked off mobilizers, elected by LBED members at your Pre-Bargaining Conference in April 2016. These mobilizers, who are your co-workers at the LCBO, are on union leave, starting Monday, February 27. They will be working to build support for your elected bargaining team and the bargaining priorities you selected during demand-setting.

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