

2021 BARGAINING BULLETIN



Information for OPSEU/SEFPO members in the Liquor Board Employees Division

Q&A on the LBED tentative agreement

Q. When/how do we get to ask questions about the new contract?

You have a number of opportunities to ask questions about the tentative agreement:

- **Mobilizer meetings:** Between May 25 and the ratification vote, regional mobilizers are hosting a series of Zoom meetings where you'll have a chance to ask even more questions about the tentative agreement. Visit <https://opseu.org/information/tentative-settlement-information-meetings-2021/122500/> for the full schedule of Regional Meetings.
- **Emailing the team:** You can email your questions to the Bargaining Team at lbedbargaining@opseu.org

Q. What happens if the majority of members who vote accept the agreement?

The tentative agreement becomes your new collective agreement and will be in force until March 31, 2024.

Q. What happens if the majority of members who vote reject the agreement?

Should the tentative settlement not be ratified, the union will file an application for conciliation and invite the employer back to the table. The application for conciliation goes to the Ministry of Labour and a conciliation officer is appointed. Gerry Lee does **not** come back to the table as mediator.

Either party can request the No Board report, which triggers a 17-day countdown to a strike or lockout, once it is issued. The employer, by law, could bring back the concessions they tabled at the start of bargaining and which the team pushed back on. In the 17-day countdown, the employer, by law, could table a final offer that the union is forced to bring back to the membership for a vote. That offer could be much worse than the current tentative agreement.

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Q. What is a concession, and what does it mean that there are “no concessions” in this Collective Agreement?

In bargaining terminology, a “concession” is something you lose during bargaining from your Collective Agreement.

There are no concessions in the 2021 tentative agreement. In other words, LBED members lose nothing in this agreement – no wages are lost, no benefits are lost, and no rights are lost. Simply put, there are no take-a-ways.

For a list of concessions the employer wanted your bargaining team to accept, see the section with the heading “The Employer’s Proposal” in bargaining bulletin #3: <https://opseu.org/news/a-new-vision-for-the-lcbo-safe-public-and-more-secure-than-ever/120165/>

Q. What is the connection between Bill 124 and pandemic pay? What was the employer’s response to our demand for pandemic pay?

Bill 124 made it more difficult for your bargaining team to push for pandemic pay during bargaining. That’s because the value of the pandemic pay would have to be counted as part of your wage increase, which is capped at one per cent.

However, once bargaining has finished, there would be nothing stopping the LCBO to decide to begin offering pandemic pay.

Some employers, including the provincial government, have unilaterally decided to give some workers pandemic pay and not others.

Q. With Bill 124, why wasn’t our contract just extended for one year?

Bill 124 constrains your wage and non-wage compensation increases at one per cent a year for a three-year moderation period.

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Q. Does Bill 124, which limits Ontario public sector wage increases to one per cent a year for three years, apply to LCBO workers?

Unfortunately, yes. Bill 124 does exempt a small number of public sector employers from Bill 124, but the LCBO is not one of them.

The LCBO is covered by Bill 124 because of Section 8, Paragraph 2, which specifies that the Act applies to, *“An organization that represents employees under the Crown Employees Collective Bargaining Act, 1993.”*

You can read the entire Act here:

<https://www.ontario.ca/laws/statute/s19012#BK11>

OPSEU/SEFPO believes Bill 124 is a clear violation of LBED workers’ constitutional rights, and was one of the first unions to launch a Charter challenge against the bill. Unfortunately, a decision on our challenge is unlikely to be passed down before LBED members have voted on the tentative agreement.

Q. Why are we saying that we should accept the contract when it seems it was done very quickly with few changes?

Your bargaining team is recommending the tentative settlement, which reflects what the parties were able to negotiate as the best possible Collective Agreement for our members. The assistance of the mediator was instrumental in achieving a settlement.

Keep in mind that the tentative agreement contains a “wage reopener.” If Bill 124 is repealed, amended, or declared unconstitutional, your bargaining team will return to negotiate a remedy in the monetary proposals. The mediator also returns to the table to assist the parties.

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Q. Shouldn't we have received a signing bonus?

Unfortunately, Bill 124 takes signing bonuses into account when calculating total annual compensation, which cannot exceed one per cent in each year of the three-year moderation period.

Q. Why wasn't there an option for a fourth year in the contract? Couldn't the wage increases in the fourth year make up for the three years of one per cent?

The bargaining team did explore a four-year term. However, a fourth year came with concessions that the Employer had proposed.

Also, Bill 124 does not let the parties negotiate in the fourth year a "make-up" for the three-year moderation period.

Q. Was there any talks of increasing the hours for casuals from four to five?

Yes. There was a fulsome proposal tabled by the Union's bargaining team.

Q. The employer had a record sales year, but we didn't receive pandemic pay. Why not?

The Union consistently asked for the Employer to provide pandemic pay to members working at the LCBO, as you were deemed essential workers by Emergency Order. The LCBO did not provide pandemic pay on an hourly basis for all employees. They did provide 32 hours leave for COVID-related issues. The Union continues to request pandemic pay for LBED members.

Q. What happens if I vote no? Will the Employer give us more?

No, the employer will not give us more. It is important to note that there is nowhere the parties can go, legally, regarding monetary proposals. **The bargaining team achieved the entire one per cent total compensation allowed under Bill 124.**

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