

**UNION NON-ECONOMIC PROPOSALS TO AMEND THE COLLECTIVE  
AGREEMENT**

**Between**

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION/SYNDICAT DES  
EMPLOYÉS DE LA FONCTION PUBLIQUE DE L'ONTARIO (OPSEU/SEFPO)**  
(Hereinafter referred to as the "Union")

**And**

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

**TERM OF THIS AGREEMENT**

From and including April 1, 2024  
Up to and including March 31, 20XX

**UNE1 - March 13<sup>TH</sup>, 2024, 12:00 PM**

**UNION NON-ECONOMIC PROPOSALS TO AMEND THE COLLECTIVE  
AGREEMENT**



The Union reserves the right to add, amend, add to, or delete from any proposals put forward during the course of negotiations.

**Legend:**

<del>Strikethrough</del>	Delete
<b>BOLDED</b>	Unions new proposed language

The Union proposes the following amendments and proposals to the collective agreement between the parties. The following proposals outline the priorities as set by the membership through their bargaining demands. All proposals expressed by the Union are put forward with the intent of gender neutrality and would request that the Employer seek to find solutions based on equity principles.

# No Privatization

*The LCBO is a valued quality public service that is essential to the Province of Ontario and its citizens in every local community. The Union will put forward language that protects the work at the LCBO and seeks to stop the further erosion of the quality public services that OPSEU members provide and stop the transfer, conveyance, disposition or sale of an undertaking, all or part of a business, program, project or work currently carried out by bargaining unit members by any other organization.*

*Further, the Union is seeking that there be a review of work that has been contracted out during the life of the collective agreement (April 1, 2021 – March 31, 2024) and that work be brought back into the LCBO to be performed by OPSEU members and an immediate recall and/or posting of positions for the work.*

## ARTICLE 6 - JOB SECURITY

### NEW

#### 6.22 CONTRACTING IN/OUT

**In order to provide job security for the members of the bargaining unit, the employer agrees that no work or services performed by the employees shall be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee.**

#### CONTRACTING IN

**6.22 (a) The parties agree that the Provincial Labour Management Committee will review the feasibility of contracting in work which is currently contracted out and which would otherwise be bargaining unit work.**

**(b) The Employer will provide the Union on an annual basis with disclosure of all existing contracts for work that could be covered under the collective agreement. This shall include, but not be limited to, information about the contractor/company, the length and cost of the contract, as well as the cost of negotiating, administering and supervising the contract.**

#### LETTER OF AGREEMENT - RE: CONTRACTING OUT

**The Union proposes to move this amended LOA into the collective agreement under Article 6 – Job Security.**

~~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~~

## **LETTER OF AGREEMENT - RE: AGENCY STORES**

The Employer agrees:

- (a) **The Agency Store Program shall be permanently suspended and no new agency stores shall be opened.**
- (b) not to close any of its retail stores as a result of the opening or operation of any franchise and/or agency stores;
- (c) **no reduction in employee hours of work as a result of the Agency Store Program;**
- (d) 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;
- (e) 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'
- (f) **The branding and merchandising for the agency store program shall be significantly different than that of an LCBO;**

**In addition, the Employer agrees to provide the Union with full disclosure on initiatives, government directives, quarterly sales volume data and applicable staffing data as requested.**

**LETTER OF AGREEMENT - RE: AGENCY WORKERS**

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

**LETTER OF AGREEMENT - RE: Grocery Program Channel Stores**

- (c) **No opening or operation of any Grocery Program Channel within a 20km radius of an LCBO.**
- (d) **No reduction in employees hours of work as a result of the Grocery Program Channel;**
- (e) **There will be no reduction in store operational hours as a result of the opening or operation of any Grocery Program Channel;**
- (f) **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 Grocery Program Channel;**
- (g) **No store consolidation or store relocations shall occur where there is also an existing Grocery Program Channel within a 20km radius or where there may be a new Grocery Program Channel to open within five (5) years.**

In addition, the Employer agrees to provide the Union with full disclosure on initiatives, government directives, quarterly sales volume data and applicable staffing data as requested.

**APPENDIX 1 – EXCLUDED POSITIONS**

The Union proposes a review of all classifications with the intent to include positions in this appendix to be covered by terms and conditions of this collective agreement.

**LETTER OF AGREEMENT - RE: REPATRIATION - RENEW**

# Working Conditions

*The scheduling articles in the Union's proposal looks to create job stability for members of OPSEU/SEFPO. Built on equitable scheduling practices the Union is proposing a standard work week, longer duration on posted schedules, priority scheduling, and shift preference across the LCBO. Our proposal is built on the premise of good full-time jobs where shift rotation looks to balance a variable work schedule. The Union's proposal is flexible and nimble in its approach while creating job stability in the workforce.*

*The Union is putting forward a number of proposals to address a number of working conditions including fair and equitable access to postings and ensuring the LCBO creates a working environment that is aware of cultural and family diversity, going beyond the colonial definitions of family. The proposals reflect the ever-changing need for flexibility and employee wellbeing by extending leave provisions to all employee groups of the LCBO and enshrining the practice of work from home at head office within the agreement.*

## **ARTICLE 1 – RECOGNITION**

### 1.1

(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 **based on seniority**, cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this agreement.

## 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 7.2 (a) i, ii, iii, iv, v, vii and 7.6 (b) exclusively)*

### 7.4 (a)

#### (iii) **Saturday: For Retail – Store and Depot and Retail POS/Help Desk Employees**

Days off will be on a rotational basis unless otherwise mutually agreed to in writing by the employee and their supervisor. However, the Employer agrees to provide for employees who work in stores other than those that observe a weekly closing day, ~~seventeen (17)~~ **twenty-six (26)** Saturdays off on a rotational basis as part of their regular days off each contract year. The provision whereby ~~seventeen (17)~~ **twenty-six (26)** 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.

**The Employer agrees to provide the Union and PLMC a list of all stores which observe a weekly closing day as of March 31, 2024 and that there shall be no further increase in the number of stores which observe a weekly closing day.**

## ARTICLE 32 – CASUALS

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

32.1 (a) Hours of work shall be posted at least three (3) full weeks in advance for each establishment. For scheduling purposes, the work week for casual employees shall commence at 12:01 a.m. Monday, except for Retail - Store and Depot and Retail/POS Help Desk Casual employees whose work week shall start on Sunday at 12:01 a.m. and there shall be no scheduled split shifts. For payroll purposes, the start of the work week shall be Sunday at 12:01 a.m. The work performed in the application of Article 51 and Article 52 shall not be considered to be split shifts. No casual employee shall be scheduled greater than six (6) days in any given work week, unless the employee voluntarily identifies availability for seven (7) days per week. **In addition, no casual employee shall be scheduled prior to the hours of work outlined in article 7.2 (a) until after all PFT and PPT have been canvassed for shift preference under Article 7.4 (a) ii.**

**ARTICLE 8 - PAID HOLIDAYS**

*(Applicable to Permanent Full-time) and mirrored proposal in similar articles for PPT, Seasonal, Casual and Fixed-Term.*

- 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 (**July 1<sup>st</sup>**), Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day (**November 11**), Christmas Day, Boxing Day, and any special holiday as proclaimed by the Governor-General or Lieutenant Governor. If, during the term of this Agreement, a public holiday is proclaimed by the Governor-General or Lieutenant Governor, such holiday shall be deemed to be a paid holiday.

**ARTICLE 16 - LEAVE WITHOUT PAY**

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

**ARTICLE 17 - COURT WITNESS**

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

**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 **chosen family or loss of a child due to miscarriage or stillbirth** 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 (4<sup>th</sup>) day of leave of absence with pay on a later date that is not consecutive to the third (3<sup>rd</sup>) day of leave of absence to address outstanding matters concerning the funeral proceedings, including interment. In such event, the fourth (4<sup>th</sup>) 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 (3<sup>rd</sup>) day of leave of absence with pay on a later date that is not consecutive to the second (2<sup>nd</sup>) day of leave of absence to address outstanding matters concerning the funeral proceedings, including interment. In such event, the third (3<sup>rd</sup>) 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 their aunt and uncle.~~

## **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)*

*To create a consistent and sustained approach to job stability in the local community, that is equitable, the Union proposes the following language:*

### **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 employee has a minimum of **two (2)** ~~three (3)~~ years permanent full time seniority to be considered for transfer requests;

- (ii) Upon transfer, the employee is ineligible to apply to or be considered for postings for the purposes of transfer for a period of **one (1)** ~~two (2)~~ years from the date of transfer;
  - (iii) 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
  - (iv) 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 their 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.

**The Union proposes to define the existing Geographic (Posting) Areas as a discussion item and will provide a proposal.**

- 22.11 All posted positions shall be filled no later than **thirty (30)** ~~sixty (60)~~ calendar days from the closing date of the job posting.

## 32.4 APPLYING FOR VACANCIES

### Casual Transfer Requests - (Existing practice)

- (c) Casual employees in retail stores who request a transfer to another store outside of their geographical area shall have their request granted prior to a job search outside of the bargaining unit. Such requests shall not be unreasonably denied.

## ARTICLE 27 - EMPLOYEE FILES AND DISCIPLINE

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

- 27.2 No discipline against an employee shall be used in a subsequent disciplinary proceeding if such prior incident is more than **one (1)** ~~three (3)~~ years-old.

### 27.3 NEW Removal of Notices from File

Each employee may, once each calendar year, request the removal of a disciplinary notice that has been in their official personnel file for more than one (1) year. The removal of such notice shall be at the discretion of the Employer. Such discretion shall not be exercised unreasonably.

## 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~~ **period** 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)~~ **sixteen (16)** 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)~~ **fifty-one (51)** 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)~~ **fifty-one (51)** weeks. Credits will continue to accumulate for this ~~thirty-five (35)~~ **fifty-one (51)** week period.

## 20.5 PARENTAL LEAVE

(a) The Employer agrees to provide parental leave without pay of up to ~~thirty-five (35)~~ **fifty-one (51)** 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-five (35)~~ **fifty-one (51)**. Credits will continue to accumulate for this ~~thirty-five (35)~~ **fifty-one (51)** week period.

- 20.6 (a) An employee entitled to parental leave under Article 20.3 or 20.5 who provides the Employer with proof that they have 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~~ **period** covering the employment insurance waiting period, payments equivalent to ninety-three percent (93%) of the actual gross weekly pay for their classification which they were receiving on the last day worked prior to the commencement of the parental leave, including any retroactive salary adjustment to which they 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 their classification which they were receiving on the last day worked prior to the commencement of the parental leave, including any retroactive salary adjustment to which they may become entitled.

**NEW****ARTICLE PROTECTION OF EMPLOYEES**

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

**LEGAL PROTECTION**

- a) **Where an action is brought against the Employer or any member, officer or employee of the Employer by a person/thing who has suffered damage by reason of any act or default on the part of the Employer or any member, officer or employee thereof in course of the pursuit or intended pursuit of their duties, or where the Employee is required to attend or appear before a tribunal or inquest by reason of any act or default on the part of the Employee in the course of the pursuit of their duties, the Employer shall assume the liability of the defense of the action and shall pay any damages or costs for which the Employer of the member, officer or employee is liable in respect of such act or default.**
  
- b) **Any employee in the pursuit or intended pursuit of employment duties who reasonably believes that they are the victim of a criminal act at the hands of a member of the public, shall report incidents to their immediate manager. The Employee shall be entitled, on reasonable notice, to time off from work with pay to meet with local police and crown attorney officials for the purposes of pursuing criminal prosecution. The Employee shall also be entitled to reasonable time off from work with pay for victim's aid services, if any.**

**NEW****ARTICLE WORK FROM HOME – HEAD OFFICE:**

**The Employer shall provide a hybrid workplace schedule where there shall be up to 3 days in person, and at least 2 days remotely in any 5-day work week at Head Office for positions where operationally feasible. The employer further agrees that where a scheduled in-person day(s) falls in a week where there is a paid holiday, scheduled vacation, sick day(s) or any approved leave, that day(s) shall be counted as being in-person for that week.**

**MEMORANDUM OF AGREEMENT - RE: ALLOCATION OF ADDITIONAL HOURS - RENEW**

**MEMORANDUM OF AGREEMENT - RE: ALLOCATION OF OVERTIME HOURS IN THE RETAIL STORES AND DEPOTS - RENEW**

**LETTER OF AGREEMENT - RE: KILOMETRE RATES - RENEW**

**LETTER OF AGREEMENT - RE: LOGISTICS CALL IN PROTOCOL - RENEW**

**LETTER OF AGREEMENT - RE: STORE MAINTENANCE DUTIES – RENEW**

# Job Security

*OPSEU/SEFPO is committed to the long-term sustainability of the LCBO as a public service. As part of the sustainability efforts OPSEU/SEFPO shall table language to ensure that Permanent-Part-time employees complement is in line with the staffing requirements of the LCBO and provides employment stability and commitment from the employer and employees for the longevity of the LCBO. The Union's proposal ensures the work of the LCBO employees in the bargaining unit is defined and cannot be performed by management. Technological change should be discussed with the Union and the impacts jointly assessed at the earliest point of contemplation, rather than after the fact.*

*Fixed Term employees deserve a career path within the LCBO when employed for consecutive terms and should be included as a casual employee without the need to apply.*

## **ARTICLE 30 - UTILIZATION OF PERMANENT PART-TIME, SEASONAL, AND CASUAL EMPLOYEES**

*(Applicable to Permanent Full-time, Permanent Part-time, Seasonal ~~and~~, Casual and Fixed Term)*

## **ARTICLE 34 - PERMANENT PART-TIME EMPLOYEES – APPLICATION –**

*(Applicable to Permanent Part-time)*

*OPSEU/SEFPO is committed to the long-term sustainability of the LCBO as a public service. As part of the sustainability efforts OPSEU/SEFPO shall table language to ensure that Permanent-Part-time employees complement is in line with the staffing requirements of the LCBO and provides employment stability and commitment from the employer and employees for the longevity of the LCBO.*

**The union shall table a proposal**

## **ARTICLE 35 - 49 OTHER APPLICABLE ARTICLES – PERMANENT PART-TIME EMPLOYEES – PARALLEL LANGUAGE FROM PFT PROPOSALS**

*(Applicable to Permanent Part-time)*

**The union shall table a proposal**



**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.

50.3

- (a) The Employer shall ~~give at least sixty (60) days notice~~ **provide a written notice to the Union when contemplating technological change at the earliest point of the process but no less than one-hundred and eighty 180 days** 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 their probationary period, the notice under (a) above shall be at least ~~ninety (90)~~ **one-hundred and eighty 180** days and shall be given to the Union and the employee(s) affected.
- (c) Where the delay in introducing a technological change would have an **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.

**LETTER OF AGREEMENT - RE: BARGAINING UNIT WORK**

This letter shall serve to confirm that ~~it is not the practice or the intention of Management to~~ **shall not** perform work that is ~~typically regularly performed or ought likely to be~~ performed by bargaining unit employees ~~to avoid the scheduling of that work to bargaining unit employees.~~

**Management shall be precluded from performing such work if there are bargaining unit employees available to work, unless it is due to safety, emergency or other bona fide reasons.**

~~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.~~

**LETTER OF AGREEMENT - RE: CASUAL HOURS - RENEW****LETTER OF AGREEMENT - RE: Fixed Term Employment**

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 to equal the first step of the CSR grid.
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 1<sup>st</sup> Monday in May until Labour Day.
  - (b) From the 1<sup>st</sup> Monday on or after November 15<sup>th</sup> up to and including December 31<sup>st</sup>.

**LOGISTICS DIVISION**

1. An hourly rate equal to the first step of the casual logistics grid.
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 April until the 2<sup>nd</sup> Saturday in January.

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

No fixed term employee shall be scheduled for work until all permanent full-time, permanent part-time, seasonal and casual employees who are assigned to the work site **have been offered and scheduled all available hours by day** ~~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 have completed at least one contract in logistics and at least two contracts in retail shall be offered an automatic rollover as a casual employee with the rights and benefits in accordance with Article 32 as a casual employee.**

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.

**LETTER OF AGREEMENT - FRENCH LANGUAGE SERVICES - RENEW**

**LETTER OF AGREEMENT – RE: PERMANENT EMPLOYEES TRANSFERRED FROM DEPARTMENT 739 – RENEW**

**LETTER OF AGREEMENT - RE: CANNABIS ACT (LEGALIZED MARIJUANA) - RENEW**

**LETTER OF AGREEMENT - RE: Head Office Relocation - RENEW**

# Equity

*Accommodation in the workplace is a fundamental right for LCBO employees and the Union has the responsibility to participate in the accommodation process. The Union's proposal ensures that the members are aware of their right to representation and the Local union will be at all accommodation and return-to-work meetings with the members needing accommodation.*

*Dismantling systemic racism in the workplace has been a priority for OPSEU/SEFPO. Our proposal ensures the joint Employment Equity Committee is enabled to ensure systemic barriers are removed and empower the employment equity committee to guide policy development and review. The Union's proposal for the establishment of Racial Justice Advocate and the recognition of March 21 and the International Day for the Elimination of Racial Discrimination, ensure the joint commitment to Equity, Diversity and Inclusion.*

## **2.3 DUTY TO ACCOMMODATE**

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

### **NEW**

- a) Where an employee requests an accommodation in the workplace, the employer shall notify the employee of their rights to Union representation in the accommodation process and will provide them the contact information for the Local Union President. The employer further agrees that the Local Union shall be present at all Accommodation and Return-to-Work meetings with the employee. The local union shall be notified of all employees who are off due to illness or injury.**

**LETTER OF AGREEMENT - RE: EMPLOYMENT EQUITY:**

The Union proposes to move this amended LOA into the collective agreement

**NEW****Employment Equity Committee**

The LCBO and the Union share a commitment to dismantling systemic racism, including Anti-Black, Anti-Indigenous and all forms of racism.

**Mandate:** To advise both Union and Management at the LCBO on Employment Equity issues and promote an atmosphere and policy framework that will facilitate employment equity program development. The committee will review employment policies and procedures and recommend measures to promote fairness; to eliminate barriers impacting women, Francophones, indigenous people, people with disabilities, and people who because of their race, colour, sexual orientation or gender orientation have been traditionally disadvantaged in Canada. The Employer agrees to implement the recommendations of the committee unless the employer demonstrates undue hardship.

The employer shall provide anonymized reports on self-identification from employees belonging to designated groups and committees to implement recommendations from the committee to increase the diversity of the LCBO at all levels.

This committee shall be composed of no more than three members from each party.

Time off will be provided for members to perform committee related tasks, provided the Employer's operations are not disrupted. The joint Employment Equity Committee shall meet at least quarterly.

**NEW****Establishment of a Racial Justice Advocate and Anti-Racism Action Plan**

- X.1** In recognition of societal racism, the Parties agree to identify a Racial Justice Advocate to represent members in Head Office (1), Logistics (1) and Retail (1).
- X.2** A Racial Justice Advocate is an individual who identifies as a member of the Black, Indigenous or racialized community.
- X.3** The OPSEU/SEFPO LBED Divisional Executive is responsible for the selection of the Racial Justice Advocate(s) with input of identifying Black, Indigenous and racialized union members.
- X.4** A Racial Justice Advocate is a workplace representative who will assist and provide support for Black, Indigenous and racialized workers whose role in the workplace will include:
- Listening;
  - Providing support to black, indigenous and racialized members including concerns related to racial discrimination and racial violence;
  - Assisting with racial justice initiatives;
  - Promoting access to community culturally appropriate services;
  - Working with facility leadership to develop, implement and monitor an anti-racism action plan that is aligned with both the Employer and Union anti-racism and equity strategies;
  - Networking with allied organizations and local community partners.
- X.5** Should the Racial Justice Advocate(s) require time off in order to fulfill their duties, the union, if in agreement, will submit a request for approval under Article 1.5(a) and such approval shall not be unreasonably withheld.

**Recognition of March 21 – the International Day for the Elimination of Racial Discrimination**

**X.1** The Parties agree to recognize March 21 as the International Day for the Elimination of Racial Discrimination.

**X.2** On each occasion, the Parties agree that at 11:00 a.m., each facility covered by this agreement will observe one minute of reflection in recognition to reaffirm the joint commitment to end racism.

# Health & Safety

*With increased violent thefts in our workplaces and the heightened threats against OPSEU/SEFPO members while at work, the employer has a responsibility for the physical and mental health of the LCBO employees. Whereas the Union has not been a part of the design processes and solutions, and the limited success of the current security and safety practices utilized in retail, the Union recommends a joint task force to recommend practical solutions in retail pertaining to violent theft and incidents, monitor effectiveness and implement changes as needed to ensure LCBO employees are properly equipped with tools, training and support in a safe work environment.*

*The Union's proposal defines bullying and psychological harassment and outlines the parameters of what bullying and psychological harassment is. The process of filing a complaint and ensuring proper supports are available for the bargaining unit members are of paramount importance to a successful anti-bullying/anti-harassment program.*

*Workers' health and safety continues to be a concern for the LCBO workers and our proposal reflects the commitment from the Union, through better defined responsibilities for both the provincial and local health and safety reps and committees, including training.*

## **NEW WORKING ALONE**

- (a) The Employer shall schedule sufficient complement of staff to ensure an employee does not work alone.

## **NEW JOINT TASK FORCE ON VIOLENCE**

The union shall table a proposal

## **NEW**

### **Art 2.1 (c) Bullying/Psychological Harassment**

**The LCBO shall make reasonable provisions to ensure that employees have the right to be free from bullying/psychological harassment as defined within this article. The LCBO and the Local Union shall cooperate to the fullest extent possible to ensure the workplace is free from bullying/psychological harassment.**

**Bullying/psychological harassment refers to any vexatious behaviour that is known, or ought reasonably to be known, to be unwelcome and that:**

- takes the form of repeated conduct which could reasonably be regarded as intending to intimidate, offend, degrade or humiliate, and/or
- affects an employee's dignity, or psychological or physical integrity, and/or
- results in a harmful work environment.

**Examples of bullying/psychological harassment include, but are not limited to, the following:**

- berating/belittling an individual;
- repeated unwarranted criticism;
- undermining or deliberately impeding a person's work;
- spreading malicious rumours or gossip that is not true;
- physical gestures intended to intimidate, offend, degrade or humiliate an individual.

**Reasonable action by the LCBO, a manager and/or a supervisor in the course of managing the workplace is not bullying/psychological harassment. Examples of this include, but are not limited to, the following:**

- the transfer, demotion, discipline, counsel or dismissal of an employee in a reasonable manner;
- a decision, based on reasonable grounds and facts, not to promote or grant another benefit in connection with an employee's employment or performance.

**The parties recognize that bullying/psychological harassment is unacceptable in the workplace, and to that end acknowledge the following objectives:**

- a complaint of this nature shall be promptly investigated and, where warranted, appropriate action taken, in any case the investigation shall be completed within 30 days of the complaint;
- every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint, and its resolution or disposition;



- the complaint shall be made to as impartial a person as possible, being the President or their designate and who is not the person against whom the complaint is made;
- frivolous allegations of bullying/psychological harassment that are unfounded, will be treated as a disciplinary offence, that could lead to dismissal;
- allegations found to be true, will be treated as a disciplinary offence that could lead to dismissal.

It is agreed that the complainant may choose a Union representative to assist them in presenting the complaint.

The Local Union and bargaining unit member who had filed the complaint or the complaint was filed against, shall receive a copy of the complaint and any other information related to the complaint, including the final report.

## **ARTICLE 33 –PROVINCIAL HEALTH AND SAFETY COMMITTEE**

### **Provincial Health and Safety Committee**

#### **33.6 Certification Training**

The Employer will provide Certification Training **by the Workers Health and Safety Centre** 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.

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

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

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

**In addition, the PHSC will openly engage in discussions related to critical injury prevention, work refusals, unsafe workplaces, workload, identified unsafe work practices and to act as a forum where potential areas of concern can be discussed and recommendations for action made to the Employer**

**(a) (ii) The PHSC will jointly**

- 1. develop and determine a Workload Analysis tool that is to be used in the workplace**
- 2. Develop an implementation plan and process to deal with workload issues**
- 3. Review current staffing levels, making recommendations based on workload analysis tool**
- 4. Create a workload dispute resolution mechanism**
- 5. Review new initiatives to determine workload implications and make recommendations to address workload issues**

**(a) (iii) The PHSC will jointly review, test, and recommend new PPE and this mandate will include:**

- Reviewing current PPE and recommending new PPE**
- Reviewing the current usage and policies on said PPE**
- Recommending best practices, policies & procedures for new PPE**

**(a) (iv) The PHSC will jointly review the trends of Occupational Stress and Workplace Violence. The mandate will include:**

- Receive and review statistics on levels of violence that have occurred in the workplace. The focus will be to determine any trends in the escalation of serious violent incidents and make recommendations.**
- Recommend a strategic plan for staff training to meet psychological demands**
- Recommend training to recognize and address signs of mental illness including but not limited to anxiety, depression or**

- addiction(s) and occupational stress injuries related to violent and traumatic incidents that have occurred in the workplace
- Identify support programs to treat mental illness including but not limited to anxiety, depression, addiction(s), and traumatic incidents for both short and long term occupational stress injuries.

### **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.~~

**Such local workplace committees shall function in accordance with the provisions for Joint Occupational Health and Safety committees as required by the Occupational Health and Safety Act and health and safety representatives shall have sole responsibility of local health and safety related matters in the workplace which include:**

- i. **Monthly workplace inspections;**
- ii. **Attendance at work refusals;**
- iii. **Conduct accident investigations**
- iv. **Meeting with the Ministry of Labour Inspectors during worksite visits,**
- v. **Identify situations that may be a source of danger or hazard to workers and to make recommendations or report his or her findings to the local employer representative,**
- vi. **To obtain information from the employer respecting:**
  - a. **the identification of potential or existing hazards of materials, processes or equipment, and**
  - b. **health and safety experience and work practices and standards in similar or other industries of which the constructor or employer has knowledge.**

**It is the policy of the employer and the Union to encourage the active participation of all workers in the prevention of accidents and in the promotion of health and safety in the workplace.**

**The parties acknowledge that the joint Occupational Health and Safety system can only be successful where the representatives of the Employer and the workers are committed to these responsibilities. Therefore, the parties undertake to cooperate in ensuring that these provisions will be carried out by their respective organizations.**

**The parties have adopted these provisions in good faith and agree to promote occupational health and safety in the workplace, and assist joint Occupational Health and Safety committees, committee members and workplace representatives, by providing such information and assistance as may reasonably be required for the purpose of carrying out their responsibilities.**

**At least (1) one member, elected or appointed by the Union, in each workplace/site will be certified by the Workers Health and Safety Centre.**

**LETTER OF AGREEMENT – RE: MENTAL HEALTH – RENEW**

## Committee Recommendations

*The joint and Union Committees serve an important role for maintaining good labour relations and otherwise advise the LCBO and the Union on important issues and betterment of policies and processes within the Collective Agreement and in general. The proposals below have been put forward through the direct experience using the Collective agreement and identified issues and concerns that would ensure the better understanding and expediency of processes.*

### ARTICLE 3 - RELATIONSHIPS

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

- 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.~~

### 3.6 Union Member Orientation

The Employer agrees to designate ~~up to fifteen (15)~~ **at least thirty (30)** minutes for a Union Representative(s) to have the opportunity to meet with new Bargaining unit employees during the Employer's new orientation meeting. **The Employer shall provide notice of at least (10) ten days to the Local President(s) prior to any scheduled orientation meeting.** The Union Representative(s) orientation time shall be scheduled ~~ten (10)~~ **at least thirty (30)** minutes prior to the start of the lunch time **or other mutually agreed time in the scheduled orientation meeting.** The Union Representative(s) 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)~~ **(a)** of the Collective Agreement. **The employer shall ensure that only bargaining unit members are present during the Union member orientation.**

~~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 28 - GRIEVANCE PROCEDURE**

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

- 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~~3~~, 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 **and disclosure** 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 their 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 their supervisor, a meeting in respect of an employee's complaint shall only be attended by the employee and their supervisor.
- (b) The supervisor shall consider the complaint or difference and give their 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.
- (d) **Should the parties resolve the complaint or difference, the Union shall be involved in a written resolve to the complaint or difference.**

#### 28.4 STAGE 2

- (a) The employee may file a grievance in writing with their supervisor specifying the clause or clauses in this Agreement alleged to have been violated.
- (b) The supervisor **President or designee** shall complete an investigation of the grievance and ~~provide the grievor with their written decision within fifteen (15) days of receiving the grievance shall hold a meeting with the employee within fifteen (15) days of receipt of the grievance and shall give the grievor their decision in writing within ten (10) days of the meeting.~~ The investigation may include a meeting with the employee affording them 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 they 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 their 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 their decision in writing within ten (10) days of the meeting.~~
- (c) ~~Where the Chair or designee does not hold a meeting they shall give the grievor their decision within ten (10) days of receipt of the grievance.~~

### **28.65 STAGE-4-3**

If the grievor is not satisfied with the decision of the **President 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 they received the decision or within five (5) days of the expiration of the specified time limit for receiving a decision.

**28.76** An employee claiming they have been dismissed without just cause shall be entitled to file a grievance commencing at STAGE 3 **2** provided they do so within ten (10) days of the date of the dismissal. ...

### **28.4211**

- (a) 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.
- (b) **Failure of the employer to respond to a grievance at any step of the grievance procedure shall constitute allowance of the grievance.**

## **APPENDIX 2 - MEDIATION-ARBITRATION PROCESS**

**The Union proposes to move this amended LOA into the collective agreement under Article 28 – Grievance Procedure.**



**28.12 Mediation Arbitration Process (New) Bring Appendix in the body**

As an alternative to the procedures described at STAGE 4- 3 in Article 28.5 the parties may choose to proceed with final disposition of a grievance by the following provisions and agreed as being in conformity with the provisions of Article 28.9 of this agreement. ~~the use of Mediation/Arbitration under 2. 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.~~

**(a) 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 28.9, unless the Arbitrator determines that the case is more suited for a formal hearing.

**(b) 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.

**(c) Nature of Cases to be Heard**

- (i) Discipline cases, excluding dismissals and suspensions in excess of twenty (20) days, except on agreement of the parties.
- (ii) Those grievances that do not involve novel problems and which have limited contractual significance or complexity.
- (iii) 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.

**(d) 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.

(e) **Hearing Format**

- (i) The hearing shall be informal in nature. No testimony by witnesses shall be required except as deemed necessary by the Arbitrator.
- (ii) 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.
- (iii) In addition to those who are presenting the cases, the Grievor and one (1) Employer representative shall be present at the hearing.
- (iv) 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.
- (v) 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.
- (vi) Cases shall be scheduled on a quarterly basis.
- (vii) 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.

(f) **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 (c) and (f) above shall not be unreasonably withheld

**28.13 Joint File Review**

**The Employer, Union and Chair of the Grievance Settlement Board shall meet the first Thursday quarterly to schedule hearing dates for the grievances to be heard.**

### 32.5 **Seniority**

- (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~~ **and shall be updated regularly and reposted monthly.**

## **APPENDIX 3 - LABOUR/MANAGEMENT COMMITTEES**

### **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, **scheduling at least two in person meetings per year.**
- 3.5 **On a yearly basis, the parties shall conduct joint labour relations training for all local presidents or designates, joint - committee members and the divisional executive committee members. The cost of which shall be borne by the Employer.**

### **Article 4 – Local/Labour Management Committee**

- 4.1 Either Party will be represented on the committee by ~~three (3)~~ **up to six (6)** members. In addition, a Representative of the Union and a Human Resource Advisor may attend these meetings.
- 4.3 **Outstanding matters that the Local Labour/Management Committees are unable to reach agreement on, shall be forwarded by the local parties to the Joint Provincial Labour Management Chairs within seven (7) days after their local meetings.**
- 4.34 Meetings of the Local Labour/Management Committee shall be held once every three (3) months or as required, **scheduling at least two in person meetings per year.** 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 **Chair of the Division and the assigned staff** ~~President~~ of the Union **within thirty (30) days of the meeting.**

Dated this 24th day of May, 2002.

Renewed April 1, 20XX

**NEW**

**JOB CLASSIFICATION COMMITTEE:**

- 1. Phase 1 The Parties will establish a joint committee, with equal representation from both the Employer and OPSEU/SEFPO, within sixty (60) days from the date of ratification of this agreement. This will be considered a duty assignment, including caucus time as necessary.**

**The Parties will meet and review existing and new classifications in the bargaining unit identified by OPSEU/SEFPO. OPSEU/SEFPO will make a written submission for review and consideration by the committee. The committee will review such submissions using the following criteria:**

- (a) retention and recruitment issues related to compensation;**
- (b) a comparison between the employees and other comparable employees in the public sector if there are no comparators within the public sector, other comparators can be used.**

**The Employer will issue its response to OPSEU/SEFPO submissions in writing. Should OPSEU/SEFPO disagree with the Employer's response and/or the Parties reach an impasse at the committee level on any of the classifications, either OPSEU/SEFPO or the Employer may refer the matter to Phase 2.**

- 2. Phase 2 – The Parties will agree to jointly appoint and share the cost of a third-party mediator to assist them in facilitating a final outcome. The mediator shall issue a report of non-binding recommendations to the Parties. If the Parties are unable to reach a final outcome at Phase 2, either OPSEU/SEFPO or the Employer may refer the matter to Phase 3.**
- 3. Phase 3 – The Parties will agree to jointly appoint and share the cost of an arbitrator. The Parties agree to prepare and deliver concise written interest arbitration submissions within the criteria noted in paragraph 1 and the arbitrator will issue a binding interest arbitration award. If the parties are not able to agree to an Arbitrator, then Grievance Settlement Board will appoint an Arbitrator.**

## **NEW ARTICLE – PANDEMIC AND EMERGENCY ORDER(S)**

Emergency Orders introduced early in the COVID-19 pandemic sought to reduce the strain that unnecessary medical notes puts on the health care system. The Union proposes the removal of the requirement of medical notes for short-term absences.

The Union will put forward language related to the pandemic, emergency orders and emergency leave.

### **PLANNING**

**In the event there are reasonable indications of the emergence of a pandemic, any employee working outside of the LCBO will, upon the request of the Employer, provide information of such employment to the Employer. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.**

### **COMMITTEE**

**Should the provincial or federal government declare a pandemic or issue an emergency order the parties agree to immediately schedule a meeting of the Union-Management Committee and the Chairs of the Joint Health and Safety Committee within (3) three days of the declared emergency. Either party may bring additional resources to the committee.**

**The parties shall review the policy and procedures for a pandemic and emergency preparedness in an effort to support the employees. The committee will continue to meet weekly, or more often if necessary, until the pandemic or emergency order is declared over and the Employer returns to “normal” working conditions.**

### **HEALTH AND SAFETY**

**All required PPE shall immediately be administered to the employees and shall follow the precautionary principle. The precautionary principle states that if an action or policy has a suspected risk of causing harm to the public or to the environment, in the absence of scientific consensus that the action or policy is harmful, the burden of proof that it is not harmful falls on those taking the action. The principle implies that there is a social responsibility to protect the public from exposure to harm, when scientific investigation has found a plausible risk. These protections can be relaxed only if further scientific findings emerge that provide sound evidence that no harm shall result.**

## **PAYMENT OF WAGES**

**All employees shall receive pandemic pay for all hours worked during a pandemic or emergency order being shall receive a premium of 6%.**

**Any employee who tests positive or is required to isolate as a result of exposure or is quarantined shall be paid for all days they are required to remain off of work as determined by a medical professional.**

## **Related Issues**

- 1. No stores shall observe a closing day during a pandemic or other emergency related order that otherwise would not have had a regular closing day.**
- 2. The Parties agree that, to the extent that workplace arrangements and if an employee's medical condition allows for it, an employee can be directed to carry out work during the period of self-isolation so long as the restrictions associated with self-isolation are maintained.**
- 3. The Parties agree that the results of any pandemic related testing will be treated as personal health information and, as such, will be shared only with the individual employee and any records will be maintained confidentially. Notwithstanding the above, the Parties recognize that the Employer may be obligated to disclose personal information about impacted employees to other government entities as a result of their positive diagnosis, including Public Health Ontario.**
- 4. All employees shall receive an automatic bank of 48 hours for ongoing issues that may arise as a result of a pandemic or emergency order being declared and will accrue at a rate of eight (8) hours per month for each additional month beyond six (6) months of such declaration.**
- 5. The Parties will discuss disputes arising from this agreement at the committee for an expedited resolution of any grievances. Any unresolved disputes concerning the interpretation or application of this Letter of Agreement may be addressed through grievances in accordance with the respective collective agreement.**

**VACCINE**

The Parties agree that vaccinations may be beneficial for customers and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable Provincial Legislation, the following rules will apply:

- a. Employees shall, subject to the following, be required to be vaccinated and shall receive three (3) hours of paid time to be vaccinated:
- b. If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine.
- c. Employers recognize that employees have the right to refuse any required vaccination.
- d. If an employee refuses to take the vaccine because it is medically contraindicated and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is agreed that such reassignment will not adversely impact the scheduled hours of other employees.
- e. If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- f. Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to an employee free of charge.
- g. This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

## LETTER OF AGREEMENT – RE: Disclosure Directive

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

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

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

- reasons for the business decision,
- the number and locations of bargaining unit employees affected,
- the names, job classifications and job specifications of the affected bargaining unit employees, if relevant,
- in the case of a reorganization or change in reporting relationships affecting bargaining unit employees, the existing and planned organization charts,
- the planned announcement date and,
- effects on the bargaining unit employees
- **quarterly sales to grocery store program and**
- **quarterly sales to franchise or agency store program**
- **quarterly third-party warehousing case volumes and costs**

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

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

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

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



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

**LETTER OF AGREEMENT - RE: Grievance Process – RENEW**

**LETTER OF AGREEMENT - RE: INTERPRETATION OF ARTICLE 27.3 - RENEW**

**LETTER OF AGREEMENT - RE: LEAVE OF ABSENCE FOR UNION BUSINESS ON A FULL-TIME BASIS - RENEW**

# Housekeeping

## PLMC HOUSEKEEPING SUBCOMMITTEE

The union would like to discuss the creation of an ad-hoc Housekeeping subcommittee of the PLMC to review the Collective agreement and provide recommendations to the following bargaining teams to remove redundant content, reorder articles, create a better table of contents and index by topic for easier use, and otherwise improve the readability of the Collective Agreement

### **APPENDIX 4 - Seasonal Employees**

*Applicable to Seasonal Employees (LCBO Logistics Facilities)*

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, they shall be credited with seven and one half (7 ½) hours.
- Where an absence resulting from a ~~handicap~~ **disability** 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, they shall be credited for any hours they would have otherwise worked.

4-5.1 A seasonal employee may lose their 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, they shall be credited with seven and one half (7 ½) hours.
- Where an absence resulting from bereavement leave, pregnancy leave, parental leave, a ~~handicap~~ **disability** 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, they shall be credited for any hours they would have otherwise worked.

**LETTER OF AGREEMENT – RE: Wage Re-Opener on monetary Proposals –  
RENEW**

**LETTER OF AGREEMENT - RE: BENEFITS**

**The Union proposes to move the following language into the collective agreement within Art 21**

**NEW ART 21.11**

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

**(a) Out of Country**

1. Optional, employee paid Out of Country medical coverage will be made available effective January 1, 2018.

**(b) Survivor Benefits**

2. The Employer agrees to increase the current coverage under the plan to one (1) year of coverage after death.

The Union reserves the right to add, amend, add to, or delete from any proposals put forward during the course of negotiations including the Union's monetary package.