
**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

June 3, 2024, 2:45 PM

CHANGE OF CIRCUMSTANCES

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:

Strikethrough	Delete
BOLDED	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.

The following proposals are tabled due to change of circumstance during bargaining as a result of the government announcement on May 14, 2024. The Union reserves the right to add, amend, add to, or delete from any proposals as new information becomes available through employer disclosure, change in regulations or further government announcements.

New ARTICLE - Marketplace Change

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

- xx.1 For the purpose of this article “Marketplace Change” shall be defined as the introduction of any changes in sales, distribution, wholesale of alcohol, including systems, processes and licensing to entities outside the LCBO.**
- xx.2 In the event of marketplace changes the Employer will make every reasonable effort to minimize adverse effects on employees which may be caused by such change.**
- xx.3 (a) The Employer shall give at least one-hundred and eighty (180) days notice to the Union prior to the introduction of marketplace 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) Where the introduction of marketplace change will result in the lay-off of an employee who has completed their probationary period, the affected employee(s) shall receive at least ninety (90) days notice.**
- (c) Where the introduction of marketplace changes will result in a reduction of hour(s) or any changes to conditions of employment to an employee(s), the affected employee(s) shall receive at least ninety (90) days notice.**
- xx.4 (a) Matters relating to marketplace change and its effects shall be referred to a subcommittee of the committee established under Article 1.7 composed by three (3) Union Representatives and three (3) members for the Employer, for discussion with the objective of reaching an understanding regarding any specific arrangements that may be appropriate in order to assist in minimizing the impact of such changes on employees as soon as the employer is made aware of such marketplace changes.**
- (b) It is understood that the Committee may discuss and implement reallocation and retraining provisions, if appropriate. Retraining costs shall be the responsibility of the Employer.**

NEW -Appendix 5 -Bargaining Unit Integrity

Article 1 - General

Whereas the Ontario Government announced an expansion of the provinces alcohol beverage marketplace to allow the sale of beer, wine, cider, and ready to drink beverages in grocery stores, convenience stores, and big box stores.

The parties acknowledge the following:

- 1.1 The wholesale, warehousing, storage, and distribution of alcohol supply is work of the bargaining unit.**
- 1.2 The increased demand caused by the expansion of beer, wine, cider, and ready to drink beverages to grocery stores, convenience stores and big box stores can and shall be facilitated and fulfilled by the LCBO head office, RSCs and Retail Depots and is the exclusive responsibility of the LCBO.**
- 1.3 Any product containing 10% alcohol by volume (ABV) or higher shall be sold exclusively at the LCBO Retail Stores by bargaining unit members.**

The Employer further agrees that all work already contracted out to third party facilities (currently referred to as 3PL Partnership(s)), shall be brought back in house by December 31, 2024.

**Amend LETTER OF AGREEMENT - RE: Grocery Program Channel Stores
to New Article in the Collective Agreement:**

**Grocery Program Channel Stores, Convenience Stores Program and Big-Box
Stores Program**

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

**Notwithstanding any other provision of the Collective Agreement, the
Employer agrees:**

- a) they shall not close any of the LCBO Retail stores, RSCs, Retail Depots or
Head office.**
- (b) they shall not layoff any employees employed at the LCBO Retail stores,
RSCs, Retail Depots or Head office referenced in (a) above.**
- (c) there shall be no reduction to total number of available working hours in
each of the LCBO Retail stores, RSCs, Retail Depots or Head office**
- (d) there shall be no reduction in store operational hours.**
- (e) there shall be no reduction of any permanent positions (PFT and PPT).**
- (f) there shall be no reduction of any casual positions who have worked 1000
hours or more in the fiscal 2023/24.**
- (g) No store consolidation or store relocations shall occur where there is also
an existing Grocery Program Channel Stores, Convenience Stores Program
and Big-Box Stores Program within a 20km radius or where there may be a
new Grocery Program Channel to open within five (5) years.**

**Specific to RSCs, there shall be no reduction of any seasonal positions who
maintained seasonal status as per Appendix 4 in the fiscal 2023/24.**

**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.**