

Employer Proposal

For

Implementation of the Kaplan Award dated February 10, 2017

Between

The Liquor Control Board of Ontario (The “Employer” / “LCBO”)

-and-

OPSEU-Liquor Board Employees Division (The “Union” / “OPSEU”)

The LCBO reserves the right to add, amend, or remove any proposal it puts forward during the course of negotiations.

ARTICLE 7 - Hours of Work and Overtime

(Applicable to Permanent Full-time, Seasonal and Casual: with applicability limited in respect of Seasonal and Casual employees to 7.6 (b) exclusively)

7.1 (b) The starting time of the work week shall be ~~Monday~~ **Sunday**, 12:01 a.m.
(c) ~~For payroll purposes, the start of the work week shall be Sunday at 12:01 a.m.~~

7.2 (a) The Employer shall prescribe the number of hours in each working day not exceeding eight (8) hours for the various departments or establishments of the Employer. Normal hours of work will be as follows:

(i) Retail – Stores and Depot

The work week for stores shall be from 12:01 a.m. ~~Monday~~ **Sunday** to 12:00 midnight Saturday.

....

Employees in retail stores who work on the night shift shall be scheduled for a minimum of one (1) full week, ~~Monday~~ **Sunday** through ~~Friday~~ **Saturday** inclusive, in accordance with 7.16 below.

(iv) Retail POS/Help Desk

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

.....

(Sunday)

Day Shift

The POS Help Desk will be open from 8:30 a.m. to 6:30 p.m. Scheduling of hours shall be in accordance with the operational requirements of the Desk. ~~The scheduling of Sunday hours shall be in accordance with the Letter of Agreement – Sunday Openings.~~ If an employee is scheduled to work a shift greater than five (5) hours, he/she shall take a fifteen (15) minute paid break in the first half of the schedule, a half-hour unpaid lunch/supper break during the shift, and the second rest period will be scheduled at the end of the scheduled shift.

- 7.4 (a) (iv) **Retail – Store and Depot and Retail POS / Help Desk employees scheduled for Sundays will be scheduled on a rotational basis so that no one will be scheduled more than one (1) Sunday in every four (4) to a maximum of thirteen (13) in a contract year. Moreover, no such employee will be scheduled to work a Sunday directly following a Saturday that is their regular scheduled day off. Retail – Store and Depot or Retail POS / Help Desk employees will have two (2) consecutive scheduled days off in the week they work a Sunday.**

7.6 Overtime

- (d) Where an employee is required to work on a Sunday as part of that employee's regular shift, the employee is to be paid at the rate of one and one half (1 1/2) times the regular hourly rate of the employee. **This does not apply to Retail – Store and Depot and Retail POS / Help Desk employees.**
- (e) Where an employee is required to work on a Sunday, provided the Sunday is not part of the employee's regular shift, the employee shall be paid at the rate of one and one half (1 1/2) the regular hourly rate of the employee. **This does not apply to Retail – Store and Depot and Retail POS / Help Desk employees.**

ARTICLE 22- Assignments and Job Postings

(Applicable to Permanent Full-time, Permanent Part-time, Seasonal: applicability limited by Appendix 4 – Section 3, Casual: applicability limited by the provisions of 32.4)

- 22.2 An employee promoted to a higher classification set out in any approved classification schedule shall be entitled to a salary increase of at least one (1) step or an increase to the minimum of the range attached to the higher classification whichever is greater and such increases will be effective upon the effective date of promotion. **This does not apply to casual**

employees who have been promoted to a permanent full-time CSR position on the single wage grid.

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

~~(iii) the assignment of a permanent part time employee to another permanent part time position with a higher weekly salary than his/her former position; or~~

~~(iv) the assignment of a casual to a permanent part time position in accordance with the provisions of Article 32.4.~~

22.10 Retail Stores

(a) Permanent full time employees in retail stores may apply to postings for retail stores within the Retail Division, for the purpose of transfer, promotion or demotion, on the following terms and conditions:

~~(i) The posting is not for a Permanent Vacancy Review position;~~

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 two (2) full weeks in advance for each establishment. For scheduling purposes, the work week for casual employees shall commence at 12:01 a.m. **Monday Sunday** and there shall be no split shifts. ~~For payroll purposes, the start of the work week shall be Sunday at 12:01 a.m.~~ The work performed in the application of Article 51 and Article 52 shall not be considered to be split shifts.

~~(j) Casual employees in retail stores shall be scheduled to work Sundays in accordance with the Letter of Agreement – Sunday Openings.~~

(k) Where an employee performs work on a Sunday, he/she shall be entitled to receive payment at time and one half (1 ½) their regular hourly rate for all hours worked on that Sunday. **This does not apply to Retail – Store and Depot and Retail POS / Help Desk employees.**

32.4 Applying for vacancies

~~(a) Casuals shall have the right to apply to certain permanent part time positions in accordance with the provisions of Article 22, Assignments & Job Postings. They shall, however, only be eligible to apply for vacancies within their geographic areas if there is no permanent part time employees promoted in accordance with Article 22.5 (a)~~

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

ARTICLE 38 – Hours of Work and Overtime

(Applicable to Permanent Part-Time)

- 38.1 (b) The starting time of the work week shall be ~~Monday~~, **Sunday** 12:01 a.m.
(c) ~~For payroll purposes, the start of the work week shall be Sunday at 12:01 a.m.~~
- 38.8 (f) Where an employee performs work on a Sunday, he/she shall be entitled to receive payment at time and one half (1 ½) their regular hours for all hours worked on the Sunday. **This does not apply to Retail – Store and Depot and Retail POS / Help Desk employees.**

Wage Grid For Casual Employees and Salary and Classification Schedule: April 1, 2013 – March 31, 2017

Propose delete Class codes 012, 033, 052, Liquor Store Clerk Grade 3 (class code 07), and their respective wage rates, and replace with the new grid outlined below.

[NEW] CSR Grid

Steps	Rate	Progression on grid	Hours threshold
0	15.08	N/A	N/A
1	16.26	6 months	0
2	17.53	1750 hours or two (2) years	1750
3	18.90	1750 hours or two (2) years	3500
4	20.37	1750 hours or two (2) years	5250
5	21.97	1750 hours or two (2) years	7000
6	23.68	2080 hours	9080
7	25.53	2080 hours	11160
8	27.53	2080 hours	13210

LETTER OF AGREEMENT – Permanent Vacancy Review

To be removed

LETTER OF AGREEMENT – Sunday Openings

To be removed

**MEMORANDUM OF AGREEMENT - Re: Allocation of Overtime Hours
in the Retail Stores and Depots**

Between: The Liquor Control Board of Ontario (The “Employer”) – AND – OPSEU, Liquor Board Employees Division (The “Union”)

This proposal is only applicable to the allocation of scheduled overtime hours (“overtime”) in the retail stores throughout Ontario and is intended to clarify Article 7.6 (b) of the Collective Agreement for retail store employees only.

It is understood that this Agreement is not applicable to ~~the Letter of Agreement “Sunday Openings”~~ and situations of unscheduled overtime which, for purposes of this Agreement, is overtime that cannot be anticipated and therefore cannot be scheduled in advance. Without limiting the generality of the foregoing and by way of example only this would include emergencies such as response to alarms.

(remainder status quo)

.....

Dated this _____ day of _____, 2017.

For The Employer

For the Union

Arthur Roberts, Director

Jeffrey Weston

Employee Relations, Corporate Health & Safety

OPSEU, Liquor Board Employees Division

DATE (original date: July 25, 2005)

[Mr. J. Weston]

LETTER OF AGREEMENT – RE: Agency Stores

[Dear Mr. Weston]:

The Employer agrees:

... (status quo)...

Notwithstanding the foregoing, the Employer has reviewed its lower performing LCBO locations with the view of closing some that are no longer sufficiently profitable. In some instances such closure may result in the opening of an Agency Store. In determining which locations we would like to close we have taken into consideration among other things retirements, attrition and mobility of employees to minimize or avoid any hardship.

The parties agree that the Employer may convert 1 LCBO store to an Agency Store for every Agency Store that is repatriated.

The Employer agrees to meet and discuss with the Union the locations of any such closures, new agency locations and new retail store locations with a view to minimizing and avoiding hardship, taking into consideration among other things retirements, attrition and mobility of employees.

Yours truly,

Arthur Roberts
Director
Employee Relations, Corporate Health & Safety

PROPOSE ADD NEW LETTER OF AGREEMENT: Re: Casual Hours

Effective April 1, 2017, the Employer will ensure that a minimum of 50% of the total casual retail store employee complement will receive no less than one thousand (1000) hours annually (calendar year). The Employer will share the actual percentage with the Union annually (calendar year) and will adjust upward any percentage required from a deficiency in the previous year.

PROPOSE ADD NEW LETTER OF AGREEMENT Re: Full-Time Positions

The Employer will post and fill one hundred (100) new PFT positions by August 1, 2017 and a further one hundred (100) new PFT positions will be posted no later than January 1, 2018 and filled no later than April 30, 2018.

The PVR process outlined in the Letter of Agreement – Permanent Vacancy Review was eliminated effective January 1, 2017. There will continue to be no obligation to post PPT positions.