

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

On behalf of its

Liquor Board Employees Division

And

Liquor Control Board of Ontario

Wednesday February 22, 2017

Union Opening Non-Economic Proposals (UNE1)



The following are contract proposals of OPSEU and its Liquor Board Employees Division

The union reserves the right to add to, deleted from, amend or modify any or all of these proposals at any time during negotiations

Language Proposal Changes Guide	
Delete Language	Strikethrough
Add Language	Bold
Current language (status quo)	Regular type font
Move to next amended article
Note about proposal	* <i>italic type font with bookend asterisks</i> *

ARTICLE 1 – Recognition

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

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 **for just cause**, 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.

The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

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1.4 (a) The Employer agrees to recognize Union Representatives, which includes elected Local Union Presidents, Local Unit Stewards, Stewards, Officers of the Union's executive, OPSEU Staff **Representatives** assigned to the LBED and other Union members authorized to engage in official Union business, as designated by the Union.

Article 2 - Harassment and Discrimination

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

language additions would result in renumbering of current articles

2.1 **No Discrimination or Harassment**

LCBO and the Union agree to uphold the Human Rights Code and will not under any circumstances permit employment practices and procedures in contravention of it. Accordingly, there shall be no discrimination, interference, restriction, coercion or harassment exercised or practiced in any matter concerning the application of the provisions of this Agreement by reason of race, ancestry, place of origin, colour, ethnic

origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences **(unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of employment)**, marital status, family status, or disability **(including AIDS/HIV status)**, nor by reason of the employee's non-membership, membership or activity in the Union or as defined in the Ontario Human Rights Code.

In addition to the Ontario Human Rights Grounds, the parties will recognize national origin, language of origin, religious or political affiliation or belief, number of dependents, gender orientation, parental status, personal appearance, mode of dress, place of residence, academic school of thought, or mental health (including learning disability).

2.2 **Right to Representation**

An employee has the right to be accompanied by a Union Representative when filing a complaint under the Employer's policy Manual Section – Human Rights/Workplace Harassment Prevention, Subjects: Discrimination and Harassment Prevention and Internal Resolutions Process. **The Union shall be entitled to receive a written investigation report, upon request.**

2.3 **No Reprisal**

The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union, **because of an employee's activity or lack of activity in the Union, or because of an employee filing or not filing a grievance** or because of the exercise by an employee of a right under this Agreement or under the Crown Employees Collective Bargaining Act.

Further, every employee has a right to a workplace free of harassment, discrimination, reprisal or retaliation. Accordingly, every employee may bring forward, provide information, assist, or otherwise be involved in the resolution of a complaint without fear of retaliation or reprisal including, but not limited to, disciplinary action or discharge, whether that complaint is brought forward through a grievance under the collective agreement or a complaint in accordance with another LCBO policy or guideline.

Any allegation(s) of reprisal or retaliation may be the subject of a grievance commencing at Stage 2.

2.4 **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.

The Union shall be fully involved in the accommodation process.

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2.6 Equity

LCBO and the Union are committed to equal opportunity in employment for women, indigenous people, people with disabilities, and people who because of their race, colour, sexual orientation or gender orientation have been traditionally disadvantaged in Canada. LCBO and the Union are committed to employment equity and to make reasonable effort to achieving and maintaining a workforce representative of those identified groups available for recruitment and promotion by the LCBO.

2.7 Sexual Harassment

Sexual harassment shall be considered discrimination under Article 2.1 of this Agreement.

Harassment based on sex includes:

- (a) Unwanted sexual attention of a persistent or abusive nature, by a person who knows or ought reasonably to know that such attention is unwanted; or
- (b) A course of physical or verbal conduct, or other forms of communications occurring while a member is in the employ of LCBO or acting on behalf of LCBO, that is directed at one or more specific individual, that emphasizes the sex or sexual orientation of the individual or those individuals in a manner which is known or ought reasonably to be known to create for that individual or those individuals an intimidating, hostile, or offensive working environment and that exceeds the bounds of freedom of expression as it is understood in applicable LCBO policies and accepted practices, including but not restricted to those explicitly adopted; or
- (c) Implied or expressed promise of reward for complying with a sexually oriented request; or
- (d) Implied or expressed threat or reprisal, in the form of either actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.
- (e) Where an Employee alleges sexual harassment, he/she may submit a complaint under LCBO Sexual Harassment Policy. Where an Employee raises a complaint, the Employer shall, within 45 days of the initial complaint, fully investigate and make a determination. Nothing prevents an employee from filing a grievance while the investigation is underway. Where the person normally hearing the complaint is the alleged harasser, the next level of management shall investigate.
- (f) The time limit for filing a complaint under LCBO Sexual Harassment Policy or a grievance alleging sexual harassment under this collective agreement shall be no longer than six (6) months after the occurrence of the matter which is the subject of the complaint/grievance. Where the alleged harasser is the Supervisor of the complainant/grievor, the time limit to file a complaint or grievance shall extend to twelve (12) months.

2.8 Bullying and General Harassment

LCBO will provide an environment where members of the Bargaining Unit are not subjected to bullying and/or personal harassment. Where an Employee raises a complaint of harassment, the Employer shall, within 45 days of the initial complaint, fully investigate and make a determination. Nothing prevents an employee from filing a grievance while the investigation is underway.

Article 3 – Relationships

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

- 3.1 (a) The Union agrees that no employee or Union official will solicit membership in the Union, collect dues or engage in any **unreasonable** Union activity on the Employer's premises ~~or during~~ **that Employee's** working hours ~~of an employee~~, except as provided for in this Agreement.
- ~~(b) Violation by an employee of any of the foregoing provisions shall be cause for discharge or discipline, subject to the provisions of the Grievance Procedure of Article 28.~~

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3.6 Union Member Orientation

The Employer agrees to designate up to fifteen (15) 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 Union Representative orientation time shall be scheduled ten (10) minutes prior to the start of the lunch time. The Union Representative 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) of the Collective Agreement.

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 5 - Seniority

(Applicable to Permanent Full-time, Permanent Part-time)

5.5 A seniority list shall be provided quarterly to each local president for employees within their local, to be sorted by location.

Article 6 - Job Security

(Applicable to Permanent Full-time, Seasonal and Casual: with applicability limited in respect of Seasonal and Casual employees to 6.7 (f) (iii) and 6.17 exclusively. 6.7(e) shall also be applicable exclusively to Seasonal employees.)

6.1

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- (d) **The Employer shall release casual and seasonal employees, in reverse order of seniority, prior to any layoff notice issued to a permanent part-time or permanent full-time.**

6.7 Displacement

An employee who has completed his/her probationary period and who is subject to lay-off as a surplus employee shall have the right to displace **the least senior an employee within the work area and whom also has lower seniority than the surplus Employee,** who shall be identified by the Employer in the following manner and sequence:

- a) Within the same classification in the employees work area, or failing that;**
 - b) Within the next lower class with in the class series, to be repeated until a position is found or the class series is exhausted, or failing that;**
 - c) Within descending order of any class series that the surplus employee has worked within the organization, or failing that;**
 - d) All locations other than logistics facilities: Repeating the steps in a) through to c) but looking for a PPT position, or failing that;**
 - e) Logistics facilities only: Repeating the steps in a) through to c) but looking for a seasonal position, or failing that;**
 - f) Repeating the steps in a) through to c) but looking for a casual position**
- ~~(a) Within the surplus employee's work area, the Employer will identify the employee with the least seniority in the same class in which the surplus employee is presently working and if such employee has less seniority than the surplus employee, he/she shall be displaced by the surplus employee, provided that the surplus employee is qualified to perform the work of such employee.~~
- ~~(b) Failing the opportunity for displacement under (a) above, the Employer will review the classes in the same class series within the surplus employee's work area, in descending order, until a class is found in which the employee with the least seniority in the class has less seniority than the surplus employee. Such employee shall be displaced by the surplus employee, provided that the surplus employee is qualified to perform the work of such employee.~~

~~(c) Failing the opportunity for displacement under (b) above, the Employer will review the classes in any other class series in which the surplus employee has served since his/her appointment date within the surplus employee's work area, in descending order, until a class is found in which the employee with the least seniority in the class has less seniority than the surplus employee. Such employee shall be displaced by the surplus employee, provided the surplus employee is qualified to perform the work of such employee.~~

~~(d) Failing the opportunity for displacement under (c) above, the Employer will review any permanent part-time positions within the surplus employee's work area in descending order of hours until a position is found where the surplus employee has more seniority than the employee occupying the position. Such employee shall be displaced by the surplus employee, provided the surplus employee is qualified to perform the work of such employee.~~

~~(e) In logistics facilities where seasonal employees exist, and failing the opportunity for displacement under (c) above, the Employer will identify any seasonal employees within the surplus employee's work area. The surplus employee will displace the seasonal employee with the least seniority provided that the surplus employee is qualified to perform the work of such employee. Article 6.16 will apply in the event a permanent full-time employee is assigned to seasonal employment under this provision.~~

~~(f) (i) Failing the opportunity for displacement under (d) above, the Employer shall review casual work requirements in the surplus employee's work area until a work site is found where the surplus employee's seniority exceeds the casual employee's seniority. Such employee(s) shall be displaced by the surplus employee provided that the surplus employee agrees to such a placement.~~

(ii) A permanent full-time employee who displaces a permanent part-time employee shall retain his/ her permanent full-time seniority during his/her status as a permanent part-time employee.

(iii) A permanent full-time employee who displaces a seasonal or casual employee shall retain his/her permanent full-time seniority during his/her status as a seasonal or casual employee.

(g) An employee may elect to waive one (1) or more of their displacement rights under Article 6.7 for the purpose of avoiding the need to travel to a new establishment.

(h) A surplus employee who elects displacement under Article 6.7 may, at any step of the process, elect for the search to be expanded outside of the work area when no position is found within the work area. When such election is made, the next step of the displacement process shall not be utilized until the election for a search outside the work area is satisfied.

When searching outside the work area, the Employer shall look at locations nearest to the Employees work area and expanding outward, based on the criteria utilized within the work area.

(i) Where the employee accepts a position outside of his/her work area and the distance from his/her residence is greater than fifty (50) kilometres the Employer agrees to the reimbursement of approved relocation expenses up to

five thousand dollars (\$5,000.00). Approved relocation expenses are identified in the Employer's Administration Manual.

New article

6.21 Quality Public Services

Preamble

- a) The Employer and the Union share a commitment to ensuring that the citizens of Ontario receive quality public services delivered in an effective and professional manner by LCBO employees. The parties agree to explore options to improve and enhance the delivery of public services and that new services offered meet the highest possible standard.
- b) The parties further agree to ensure that LCBO services in Ontario are provided in an accountable, transparent and efficient manner to all members of the public.
- c) The Union and the Employer agree to establish a process to encourage input from employees on how the delivery of the services they provide can be improved and delivered in a more effective and efficient manner.

Notification

- d) The Employer agrees that it will notify the Union of any proposals being considered to any services that are covered by this collective agreement that would involve the transfer, conveyance, disposition or sale of an undertaking, all or part of a business, program, project or work currently carried out by the Employer and employees covered by this collective agreement to another organization.
- e) The Employer further agrees that no proposal for a transfer of an undertaking will be considered, and that work of the bargaining unit will not be privatized or contracted out to the private sector, unless there is demonstrable evidence these will lead to improved delivery of public services and the process below has been followed:
 - I. Prior to developing an RFP or making any recommendations, the Employer and the Union will establish a Public Service Review Committee (PSRC) that will review and analyze the proposal under consideration. The PSRC will be provided with all relevant information necessary to conduct a cost benefit analysis of the proposal to determine what the actual costs of the proposal will be. The cost benefit analysis will include a comprehensive social and economic impact study.
 - II. The PSRC will have equal representation from the Union and the Employer and an independent third party will be hired by the Employer to act as Chair. For the time spent participating in the work of the PSRC, employees' salary, credits, and applicable benefits shall be maintained by the Employer. For clarify, such coverage shall not be counted against the pool of union leave days listed in Article 1.5(a).

- III. The PSRC shall decide on a mechanism for consultation with members of the public who may be affected by the proposal and for input from other stakeholders.
- IV. The PSRC will issue a final report and recommendations which shall be made public and shared with the appropriate politicians and/or government bureaucrats.
- V. The Employer agrees that any proposal for a transfer of an undertaking described above will proceed only if the PSRC determines that it will lead to improved delivery and quality of services with the same level of accountability and transparency that is provided by the public service.
- VI. If there is a transfer of an undertaking agreed to by the PSRC, employees will have the ability to move to the new employer with all existing rights, benefits and entitlements as per the Enhanced Severance Letters of Agreement in this collective agreement.

Contracting In

- f) The parties agree that the PLMC will review any existing contracted out work or work conducted by consultants which would otherwise be bargaining unit work, with a view to assessing the practicality and cost-effectiveness of having such work performed in-house by members of the OPSEU bargaining unit.
- g) 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, the length and cost of the contract, as well as the cost of negotiating, administering and supervising the contract.

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)

- 7.2 (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 12:00 a.m. Monday to 11:59 p.m. Friday ~~midnight Saturday~~. Shifts defined in this article shall be scheduled on a minimum one (1) week basis. Night shifts, as defined in this article, shall begin at 11pm on Sunday.

Day Shifts (1 hr. unpaid lunch)
8:00 a.m. to 5:00 p.m.

8:30 a.m. to 5:30 p.m.

9:00 a.m. to 6:00 p.m.

9:15 a.m. to 6:15 p.m. (where 6:00 p.m. is the normal closing for that day)

parties to discuss available hours outside of defined day shifts

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Night shifts implemented under this arrangement shall not be subject to the rotational requirements of Article 7.14.

.....

changes to (iv) are linked

(iv) Retail POS/Help Desk

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

Day Shifts

7:30 a.m. to 4:30 p.m. (1 hr. unpaid lunch)

8:30 a.m. to 5:30 p.m. (1 hr. unpaid lunch)

11:15 a.m. to 7:45 p.m. (1/2 hr. unpaid supper)

Afternoon Shift

3:00 p.m. to 11:30 p.m. (1/2 hr. unpaid supper)

(Saturday)

Day Shift

7:30 a.m. to 4:00 p.m. (1/2 hr. unpaid lunch)

8:30 a.m. to 5:00 p.m. (1/2 hr. unpaid lunch)

11:15 a.m. to 7:45 p.m. (1/2 hr. unpaid lunch)

Afternoon Shift

3:00 p.m. to 11:30 p.m. (1/2 hr. unpaid supper)

.....

7.2 (b) Normal hours of work may be subject to change by the Employer depending upon local conditions **that are beyond the Employer's control or with prior agreement from the Union.**

7.4 (a)

(iii) **The normal days off for employees shall be Saturday and Sunday. Days off for store employees will be on a rotational basis unless otherwise mutually agreed to in writing by the employee and his/her supervisor. However, the Employer agrees to provide for employees who work in stores other than those that observe a weekly closing day, fifteen (15) Saturdays off on a rotational basis as part of their regular days off each**

~~contract year. Days off for employees working a day shift in double shift stores will be on a rotational basis, Monday through Friday, unless otherwise mutually agreed to in writing by the employee and his/her supervisor. Saturday will normally be the day off for employees engaged on the second shift. The provision whereby fifteen (15) 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.~~

7.14 **Shift Rotation**

Where employees are required to work on a shift basis such employees shall work the shifts on a **full week** rotational basis unless otherwise mutually agreed to in writing by the employee and his/her supervisor.

7.18 **Shift Rotation for Logistics Employees**

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(b) For the purposes of this Article Warehouse Worker 3 and Warehouse Worker 4 classifications will be one classification.

~~For departments outside of Warehouse Operations, specifically Maintenance, Console and Vax Operators and Security:~~

~~The employees in these departments who were hired prior to January 1st, 2005 will be excluded from the terms of this Article and will follow a regular shift rotation. Any employee hired into one of these departments after January 1st, 2005, will be subject to the terms of this Article as detailed below.~~

Article 21- Employees’ Group Insurance and Medical Benefits Plans

21.9 **Pensions**

The parties agree to provide an information package regarding pension entitlements, **benefits** and OPT enrollment criteria in the new employee orientation package **(including new hires to the organization).**

Article 22- Assignments and Job Postings

22.5

(c) ~~For C and D Stores and Assistant Manager positions where qualifications and ability are relatively equal, seniority shall be the determining factor.~~

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;~~

.....

- (d) For clarity, Article 22 does not, in any way, restrict management rights to transfer employees, **to a maximum of twice per year**, for operational or bona fide reasons. **Such transfer may be challenged by the Employee and the transfer placed on hold during the challenge.** The employer will provide the Local President with a copy of an employee's transfer letter.

ARTICLE 27 - Employee Files and Discipline

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

- 27.2 No discipline, **letter to file or counselling** against an employee shall be used in a subsequent disciplinary proceeding if such prior incident is more than ~~three (3)~~**two (2)** years old. **Following such period, the discipline shall be removed from the Employee's record.**

New

- 27.5 Any discipline or attendance concerns shall not be applicable to an Employee who is being considered for promotion or transfer.**

Article 28 - Grievance Procedure

- 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~~**the Grievance Settlement Board**, 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.

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- (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 his/her 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 his/her supervisor, a meeting in respect of an employee's complaint shall only be attended by the employee, **a Union representative** and his/her supervisor.
- (b) The supervisor shall consider the complaint or difference and give his/her 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 **to the next stage** 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.

28.4 **STAGE 2**

- (a) The employee may file a grievance in writing with his/her supervisor specifying the clause or clauses in this Agreement alleged to have been violated.
- (b) The **supervisor chair or designee** shall **hold a meeting, with the grievor and Union representative, within 5 days of the receipt of grievance. The chair shall** provide the grievor with his/her written decision within fifteen (15) days of receiving the grievance. **The investigation may include a meeting with the employee affording him/her an opportunity to be heard.**

Delete the following and renumber article references accordingly:

~~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 he/she 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 his/her 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 his/her decision in writing within ten (10) days of the meeting.~~
- ~~(c) Where the Chair or designee does not hold a meeting he/she shall give the grievor his/her decision within ten (10) days of receipt of the grievance.~~

28.6 **STAGE 4 Grievance Settlement Board**

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

28.7 An employee claiming he/she has been dismissed without just cause shall be entitled to file a grievance commencing at STAGE **32** provided he/she does so within ten (10) days of the date of the dismissal.

28.11 As an alternative to the procedures described at **STAGE 4** in Article 28.6 the parties may ~~choose to proceed with final disposition of a grievance, and except for grievances concerning dismissal, sexual harassment, and/or human rights, and Union grievances with corporate policy implications, all grievances shall proceed through the GSB to a single mediator/arbitrator for the purpose of resolving the grievance in an expeditious and informal manner~~ by the use of Mediation/Arbitration. 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.

Article 32 - Casuals

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

The provisions of this Collective Agreement shall apply to casuals except with respect to the following modifications and exceptions listed in Article 32.3.

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:**004** a.m. Monday 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.

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(c) Casuals, when scheduled to work on any day, shall **be scheduled to the maximum availability for all available hours and shall** not be scheduled for less than four (4) hours, ~~except where the hours worked are for the purposes of training, staff meetings, lunch relief, or relief for the Manager or designate when performing business outside of the store, in which case, they shall not be scheduled for less than two (2) hours.~~

.....

(e)

(iii) The Employer agrees not to schedule two (2) shifts within a store that, if combined, would become one continuous shift of eight (8) hours or less, provided that the two (2) shifts are not separated by more than one **and a half (1.5)** hours and no

overtime is incurred. ~~It is understood that this provision does not apply to overlapping shifts.~~

32.2

(d) Casuals may observe up to three (3) weeks of vacation period provided such period is taken at a time acceptable to the Employer. The taking of such vacation itself will not be a reason to deny future work opportunity that otherwise would be available. **For the application of this provision, Articles 9.6 and 9.12 shall apply.**

32.3 The following Articles shall not apply to casuals: Articles 5, 8 to **16-17** inclusive, 19, 20, 21, 23, 25, 30, 31, 34 to 47 inclusive and 49. The application of Article 6 shall be limited to 6.7(f) (iii) and 6.17 exclusively. The application of Article 7 shall be limited to 7.6(b) exclusively. The application of Article 22 is limited by the provisions of Article 32.4, below. The application of Article 48 is limited to 48.7(d) (ii) exclusively.

32.4 **Applying for vacancies**

(a) Casuals shall have the right to apply for 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 employee promoted in accordance with Article 22.5 (a).

linked to post and fill language

(b) **A casual employee shall be considered for an Article 22.4 posting only when no other Permanent Fulltime Employee or Permanent Part time Employee has applied. For such purposes, seniority shall be the determining factor.**~~The Employer agrees to give consideration to the qualifications and ability of casuals for permanent full-time vacancies at the entry level in their geographic area, subject to the provisions of Article 32.4 (c), provided that no permanent part-time employees have applied. Where qualifications and ability are relatively equal, seniority shall be the determining factor.~~

(c) Casual employees in retail stores **who request a transfer to another store shall be selected on the basis of seniority prior to the hiring of any new casual employee. Such requests shall not unreasonably denied.** ~~may apply to Permanent Vacancy Review postings in retail stores province wide.~~

32.5 **Seniority**

(a) (i) A casual employee's seniority will accumulate upon completion of a probationary period of ~~not less than~~ six (6) calendar months **or four hundred (400) hours, whichever comes first,** and will be calculated from his/her first day of work of his/her most recent appointment to the casual staff of the Employer. ~~Where an employee has worked less than four hundred (400) hours in the six (6) calendar months, it will be necessary to extend the probationary period.~~ A casual employee in logistics who attains seasonal status shall retain his/her casual seniority in accordance with the provision, for the period of his/her seasonal status.

.....

- (iv) The Employer agrees authorized leaves shall not be excluded from the calculation of hours worked when determining years of service and seniority.

Amend accordingly:

- 32.6 Casual hours of work shall be ~~allocated~~ **scheduled** according to the seniority of ~~the that store's~~ casual employees assigned to the applicable work unit or department. **This includes scheduling all known hours for the day to a maximum of the casual's daily availability, taking into consideration shift preference and work assignment.**

Nothing in this article shall conflict with Article 30.1 and shall not have an impact on the rights of the Permanent Full-Time Employees

Amend accordingly and renumber in the order shown below:

Article 33 - Provincial Health and Safety Committee

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

- 33.2 The OHSA shall be followed regarding inspections of the physical condition of the workplace. Time off with pay and without loss of credits will be allowed in order to complete the inspections and the necessary documentation.**

- 33.3 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.**

- 33.4 (a) The employer agrees that at least one (1) member of the bargaining unit elected/appointed to each workplace safety committee as required by OHSA is a certified member. All members including those from the PHSC shall become certified no later than November 30, 2013. The certification will be done by the Workers Health and Safety Centre for certification training to June 30, 2014 at which time the parties will review the continuation of the service provider. All cost associated with certification training as required by law shall be compensated by the Employer.**

- (b) Health & Safety reps and committee member(s) of the bargaining unit elected/appointed to each workplace safety committee as required by OHSA will receive Part I certification training. The certification will be done by the Workers Health and Safety Centre. All costs associated with certification training shall be compensated by the Employer.**

33.5 Provincial Health and Safety Committee

A Provincial Health & Safety Committee (PHSC) will be established for 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 work places and workload.

- I. The PHSC shall:**

- a) Jointly develop and determine a Workload Analysis tool that is to be used in the workplace
 - b) Develop an implementation plan and process to deal with workload issues
 - c) Review current staffing levels, making recommendations based on workload analysis tool
 - d) Create a workload dispute resolution mechanism
 - e) Review new initiatives to determine workload implications and make recommendations to address workload issues
 - f) Review, test, and recommend new PPE, including:
 - Reviewing current PPE and recommending new PPE
 - Reviewing the current usage and policies on said PPE
 - Recommending best practices, policies & procedures for new PPE
 - g) Review the trends of Occupational Stress and Workplace Violence, including:
 - 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 depression, anxiety, addictions, and occupational stress injuries related to violent and traumatic incidents that have occurred in the workplace
 - Identify support programs to treat depression, anxiety, addictions, and Post Traumatic Stress Disorders (PTSDs) for both short and long term Occupational Stress Injuries
 - h) have the authority to make recommendations to the Employer to correct any condition deemed to be unsafe to the well-being of all employees.
 - i) Develop a Terms of Reference
- ii. The Provincial Labour Management Committee PLMC shall be used as a second-tier

33.6 Composition and Time Off

The PHSC shall be composed of three (3) "Union representatives" selected by the Union, and three (3) "Employer representatives", selected by the Employer. It is understood that "Union representatives" means bargaining unit employees of the LCBO. Provided there is at least thirty (30) calendar days notice in advance of the meeting, either party may invite one (1) person to attend meetings to provide expertise and/or advice to the committee on safety issues that are being dealt with by the PHSC.

33.7 The PHSC shall meet once every three (3) months, or as required.

33.8 Upon notification to and with the approval of the Employer the OPSEU LBED members of the Provincial Health and Safety Committee (PHSC) shall be entitled to be absent from work for the purpose of attending meetings of the PHSC without loss of regular pay, vacation credits, or regular days off over and above the maximum allowed under Article 1.5(a). For greater clarity, all time spent by Permanent full time employees at the PHSC meetings, including travel and caucus time on the day of the meeting, shall be paid for by the Employer without loss of pay or credits, to a maximum of a regular day of work for each representative, for each meeting they attend with the Employer representatives of the

PHSC, provided no overtime is incurred (that day or week) as a result. For casual, PPT and seasonal employees, ~~they shall be compensated as per the terms of Article 1.5 (c); with the exception being~~ the “pool” will not be charged.

33.9 All time lost, other than specified in the paragraph above, spent by the PHSC committee members to attend to PHSC business shall be charged to the Pool of nine hundred (900) days identified in Article 1.5(a) or shall be invoiced directly to the Liquor Board Employees Division of OPSEU as per the terms of Article 1.5(b) of the Collective Agreement.

33.10 Certification Training

The Employer will provide Certification Training ~~through 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 ~~(unless appointed by the Local President/designee)~~, 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.~~

33.11 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.

33.12 Working Alone

a) ~~The Employer will make every reasonable effort to schedule sufficient compliment of staff to ensure an employee does not work alone for more than one (1) hour.~~

b) ~~The Employer agrees to pay a premium of two dollars (\$2.00) per hour for each hour an employee is working alone. Where an employee works alone for four (4) consecutive hours, the employee shall receive 15 min overtime pay at the rate of 1 1/2x, and 30min overtime when working alone for more than 4 hours. Where an employee works alone for five (5) or more consecutive hours, the employee shall be reimbursed for the cost of one (1) meal to ten dollars (\$10.00)~~

33.13 Illness/Injury at Work

~~An employee who is injured while at work and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of his/her work day at his/her regular rate of pay. The Employer shall bear the costs of any necessary transportation.~~

33.14 Early and Safe Return to Work

The Employer, being committed to providing fair, consistent, and reasonable practices for accommodating employees who have been ill, injured, or have sustained a permanent disability, will accommodate employees in accordance with the Human Rights Code and all relevant legislation. A Union representative shall represent the employees when discussing work accommodation efforts.

33.15 Wellness

The Employer shall establish a Wellness Fund in each year for permanent full-time and part-time employees for the purpose of health and wellness activities. Such activities shall not include any services covered by paramedical coverage in the insured benefits plans.

Each permanent full-time and part-time employee shall be reimbursed up to two hundred and fifty dollars (\$250) with receipts from the year of the claim, each calendar year for health and wellness activities. Employees who submit a receipt shall be reimbursed.

Article 51 - Unforeseen Work at Stores

(Applicable to Permanent Part-time and Casual)

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51.3 Where unforeseen work is known after the schedule has been posted and no less than twenty four (24) hours prior to the shift required, the Employer shall offer the available work in the following manner:

- (a) The work shall be offered by store in order of seniority, to permanent part-time employees first, then to casual employees, provided they are qualified to perform the work and no overtime is incurred.
- (b) In the event that the employee's availability cannot be confirmed at the time of offer, the next most senior employee shall be offered the work, after a 30 minute wait period.
- (c) An employee who declines the offer as mentioned above will not be subject to discipline as a result.
- (d) An employee who is not available when the schedule was posted will be deemed not available until the next schedule is posted unless the employee confirms their availability to the Manager prior to when the work is offered.
- (e) If the employee identified by (a) above is already scheduled on the date the work is required, **the Employer shall adjust the scheduled shifts to allow for the additional hours needed, to a maximum of eight (8) hours daily.**

51.4 Emergency Work

Where emergency work becomes known with less than twenty four (24) hours of the required shift, the Employer shall offer the available work in the following manner:

- (a) The work shall be offered by store in order of seniority, to permanent part-time employees first, then to casual employees, provided they are qualified to perform the work and no overtime is incurred.
- (b) In the event that the employee's availability cannot be confirmed at the time of offer, the next most senior employee shall be offered the work
- (c) An employee who declines the offer as mentioned above will not be subject to discipline as a result.
- (d) An employee who is not available when the schedule was posted will be deemed not available until the next schedule is posted unless the employee confirms their availability to the Manager prior to when the work is offered.
- (e) If the employee identified by (a) above is already scheduled on the date the work is required, he/she must work the scheduled shift unless there is mutual agreement between the Employer and the employee, in which case, his/her schedule may be changed.

Appendix 2 - Mediation-Arbitration Process

(1) 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 28.10, unless the Arbitrator, **Union or Employer** determines that the case is more suited for a formal hearing.

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(3) Nature of Cases to be Heard

(a) **All matters, except for grievances concerning dismissal, sexual harassment, and/or human rights, and Union grievances with corporate policy implications** Discipline cases, excluding dismissals and suspensions in excess of twenty (20) days, **except on agreement of the parties.**

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(c) **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.**

(4) 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.

Amend in conjunction with 3(a)

(6) 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 ~~that to make every effort to ensure~~ Mediation/Arbitration is **to be the default process** utilized, **except for the provisions in section 3(a).**

All requests under clause (3) and (6) above shall not be unreasonably withheld.

Letter of Agreement - French Language Services

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4. To provide the Union with a list of all worksites at which the Employer is required to provide service in French in accordance with government or Employer policies, **current complement of FLS Employees in each store, listing of self-disclosed FLS and FLS qualified Employees in each store and the demonstrated need for additional FLS designated positions.** Information will be provided as to the method by which the services will be provided at each worksite.

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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.~~

~~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.~~

Amend by moving the deletions into article 33

Letter of Agreement - RE: Health and Safety

The Letter of Agreement confirms that Health and Safety issues were discussed extensively during the negotiations 2013.

~~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. The Letter of Agreement 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 work places and workload.

~~In addition, the employer agrees that at least one (1) member of the bargaining unit elected/appointed to each workplace safety committee as required by OHSA is a certified member. All members including those from the PHSC shall become certified no later than November 30, 2013. The certification will be done by the Workers Health and Safety Centre for certification training to June 30, 2014 at which time the parties will review the continuation of the service provider. All cost associated with certification training as required by law shall be compensated by the Employer.~~

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Items to be discussed:

Kaplan decision – Article 7 - Sunday Premium

Kaplan decision – Article 22 - Post & Fill

Article 53 – Term of Agreement

Renewal of various appendix, memorandum of agreements, and letter of agreements

Amending CA into 3 sections: Central issues, Logistics Issues, All other issues

Economic Proposals