

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

Between

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION/SYNDICAT DES
EMPLOYES 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, 2021
Up to and including March 31, 20XX

**UNE1 - MARCH 29TH, 2021, 10:00 AM
VIRTUAL**



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
SQ	Status Quo/No Change

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 in equity principles.

PREAMBLE

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3. **The parties to this Collective Agreement agree that the Collective Agreement will be written in gender neutral language.**
4. **Where any personal pronoun is used in this Agreement, it shall mean and include all gender pronouns where the context so applies.**

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 **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.

1.2 SQ

1.3 and re-number

Recognition of April 28th – the Day of Mourning for killed and injured workers

X.1 The Parties agree to recognize March 21 as the Day of Mourning for killed and injured workers with one minute of silence.

Recognition of November 11th – Remembrance Day

X.1 On Remembrance Day (November 11) at 11:11 am one minute of silence shall be observed in memory of veterans and those who continue to fight on behalf of all citizens of Ontario.

1.3 SQ

1.4 (c) For purposes of lay-off only, up to **fifty (50)** ~~forty (40)~~ Local Presidents, Unit Stewards, and members of the Divisional Executive Committee shall hold top seniority in his/her Union Local, during their term of office, provided the Employer has work available which they are qualified to perform.

1.5 SQ

ARTICLE 2 - HARASSMENT AND DISCRIMINATION

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

The Union proposes to include in the collective agreement further protections to uphold the Human Rights Code and other relevant legislation with language that includes a defined process, advancement in the grievance process and is accountable against any harassment or discrimination including but not limited to psychological bullying, sexual harassment and racial discrimination. The Union will put forward language.

Duty to Accommodate has been identified as an area of concern with the involvement of a 3rd party and their role in the workplace when it comes to workplace accommodation

plans and a reasonable safe return to work. Further the Union is committed to advancing language for all types of accommodations to ensure a safe space for all workers. To further define disabilities to include physical, mental, developmental or learning, episodic or permanent; evident at birth or acquired later in life; and acquired at work or elsewhere. The Union will put forward language.

ARTICLE 3 - RELATIONSHIPS

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

3.6 Union Member Orientation

The Employer agrees to designate ~~up to fifteen (15)~~ **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 orientation time shall be scheduled ~~ten (10)~~ **thirty (30)** minutes prior to the start of the lunch time **or other mutually agreed time in the scheduled orientation meeting.** 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)~~ **(a)** 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 4 – DUES AND INFORMATION: SQ

ARTICLE 5 - SENIORITY

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

Collective agreement language preserving good jobs for our members is a high priority for the Union in these renewal negotiations. Members who have advanced notice of a decision made on their employment security are better able to make an informed decision. Changes to the article that assist the valued employee to mitigate a layoff are being sought by the Union.

Our members have invested their career paths and employment in the LCBO from their first date of hire. The Union is seeking language that enshrines all years of service no

matter the classification(s) they have been employed in at time of their employment being severed.

The Union will put forward language.

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 seek 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, 2017 – March 31, 2021) 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.

The Union will put forward language.

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)

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 will put forward language.

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 1st**), 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 10 - ATTENDANCE CREDITS - SQ

(Applicable to Permanent Full-time)

ARTICLE 11 - ATTENDANCE BONUS - SQ

(Applicable to Permanent Full-time)

ARTICLE 13 - SICKNESS AND INJURY LEAVE

(Applicable to Permanent Full-time)

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.

ARTICLE 15 - MILITARY LEAVE - SQ

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

ARTICLE 16 - LEAVE WITHOUT PAY – SQ

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

ARTICLE 17 - COURT WITNESS

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

The Union's proposal is equitable. No worker should be left behind because they are called to their civic duty.

ARTICLE 18 - BEREAVEMENT LEAVE - SQ

(Applicable to Permanent Full-time, Seasonal and Casual: with applicability limited in respect of Seasonal and Casual employees to 18.2 exclusively)

The Union's proposal seeks to promote inclusion and intended to relieve the employees from time they would have otherwise been scheduled to work to grieve or attend to ceremonies that the Employer must respect.

The Union will put forward language.

ARTICLE 19 - WAR DISABILITY PENSION - SQ*(Applicable to Permanent Full-time)***ARTICLE 20 - PREGNANCY, PARENTAL AND ADOPTION LEAVE***(Applicable to Permanent Full-time)*

The Union proposes updating the current language in the collective agreement to reflect changes made to the employment insurance for pregnancy, parental and adoption leave. Further the Union proposes to include language for the loss of a child due to miscarriage or stillbirth.

The Union will put forward language.

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:

- 22.4 (a) (i) If a new job classification within the bargaining unit is created, or a permanent vacancy occurs in an existing job classification, before inviting applications from persons not employed by the Employer, or employees who are outside of the bargaining unit, the Employer will post within the geographic area as specified, notice of such new job or vacancy for a period of ten (10) working days during which employees within such area may apply. The notice shall stipulate qualifications, classification, salary range, department and **store** location concerned.
- (ii) Seniority, for a non-bargaining unit employee who is assigned to a position within the bargaining unit shall commence on the date he/she is assigned to such position and ~~he/she~~ **they** shall not receive a seniority credit for their employment prior to such assignment.

- 22.5 (a) Where employees are being considered for promotion, seniority will be the determining factor provided the employee is qualified to perform the work.
- (b) Where it is decided that it is necessary to make a temporary appointment to fill a temporary vacancy, including summer stores, which will last five (5) working days or more, or one (1) day in the case of stores, the Employer shall appoint the most senior employee in the next lowest classification in the same class series in the department, section or store involved, who is qualified and available to perform the work.
- (c) **Where there is work available for a project or unforeseen work that is temporary in nature the Employer shall post the position in accordance with Article 22.**
- (d) For C and D Stores and Assistant Manager positions where qualifications and ability are relatively equal, seniority shall be the determining factor.

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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 his/her 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.

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.

Further the Union will be tabling a proposal to define secondment and the process of temporary assignment of an employee to a management related project opportunity or to a management position (including C and D Store managers) and/or excluded positions.

ARTICLE 24 - STATUTORY PROVISIONS - SQ*(Applicable to Permanent Full-time, Permanent Part-time, Seasonal and Casual)***ARTICLE 25 - ENTITLEMENT ON DEATH - SQ***(Applicable to Permanent Full-time)***ARTICLE 27 - EMPLOYEE FILES AND DISCIPLINE***(Applicable to Permanent Full-time, Permanent Part-time, Seasonal and Casual)*

- 27.1 An employee's file will be open for inspection by that employee at any reasonable time during office hours. With the written permission of the employee the file may be opened for inspection to a representative of the Union provided that the above is consistent with the provisions of the *Freedom of Information and Protection of Individual Privacy Act*.
- 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 An employee who is required to attend a meeting for the purpose of discussing a matter which may result in disciplinary action being taken against the employee shall be made aware of the purpose of the meeting and his/her right to Union Representation in advance of the meeting. The employee shall be entitled to have a Union representative at such meeting provided this does not result in undue delay.
- 27.4 The Employer shall not discipline or dismiss an employee without just cause.

NEW AND RE-NUMBER**ARTICLE XX 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 incident 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.

ARTICLE 28 - GRIEVANCE PROCEDURE

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

28.1 Definitions:

- (a) "Employee Representative" means a duly authorized representative of the Union.
- (b) "Grievance" means a difference arising from the interpretation, application, administration or alleged contravention of the provisions of this Agreement.
- (c) "Days" means calendar days exclusive of Saturdays, Sundays and holidays designated in Article 8, Paid Holidays.

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, shall be given time off with no loss of pay or credits to attend such meeting or hearing **at a mutually agreed upon time**. 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 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 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 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.
- (a) 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.
- (b) 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 his/her ~~supervisor~~ **director or district manager or designated person with authority** specifying the clause or clauses in this Agreement alleged to have been violated.
- (b) The ~~supervisor~~ **director or district manager or designated person with authority** shall complete an investigation of the grievance and 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.

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~~ **Chair President** 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 President** 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 President** 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 President** 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**

If the grievor is not satisfied with the decision of the **Chair President** 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 3 provided he/she does so within ten (10) days of the date of the dismissal.
- 28.8 The Union shall have the right to lodge a grievance based on a difference arising directly with the Employer. However, such a grievance shall not include any matter upon which an employee is personally entitled to grieve. Such grievance shall first be presented, in writing, to the Employer within twenty (20) days of the circumstances giving rise to the grievance. A meeting between representatives of the Union and the Employer will be held within ten (10) days of receipt of the grievance. The grievance shall be answered in writing by the Employer within ten (10) days of such meeting, following which or failing settlement of the grievance; the Union may submit the grievance to the Crown Employees Grievance Settlement Board within a further period of ten (10) days.
- 28.9 The Employer shall have the right to lodge a grievance as defined above or relating to the conduct of the Union or any officer or representative of the Union or the conduct of the employee. Such grievance shall first be presented, in writing, to the Union within twenty (20) days of the circumstances giving rise to the grievance. A

meeting between representatives of the Union and the Employer will be held within ten (10) days of receipt of the grievance. The grievance shall be answered in writing by the Union within ten (10) days of such meeting, following which or failing settlement of the grievance; the Employer may submit the grievance to the Crown Employees Grievance Settlement Board within a further period of ten (10) days.

- 28.10 (a) The Crown Employees Grievance Settlement Board shall not be authorized to alter, modify or amend any part of this Agreement nor shall the Crown Employees Grievance Settlement Board give any decision inconsistent with the provisions of this Agreement.
- (b) The determination of a grievance by the Crown Employees Grievance Settlement Board pursuant to the terms of this Agreement is final and binding upon the parties and the employees covered by this Agreement.
- (c) At any STAGE of the Grievance Procedure, the time limits imposed upon either party may be extended, in writing, by mutual agreement.

28.11 Mediation Arbitration Process

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 by the following provisions and agreed as being in conformity with the provisions of Article 28.10 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 28.10, 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

28.12 Joint File Review

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

28.13 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.

ARTICLE 29 - STOCK AND CASH SHORTAGES - SQ

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

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

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

ARTICLE 31 - EXPENSES OF MOVING ON TRANSFER - SQ

(Applicable to Permanent Full-time)

ARTICLE 32 – CASUALS

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

The Union will put forward language that seeks improvements for casuals including but not limited to scheduling to their maximum availability in a day by seniority, fostering work-life balance.

The Union will table proposals.

ARTICLE 33 –~~PROVINCIAL~~ HEALTH AND SAFETY COMMITTEE

33.1 The Employer shall continue to make every reasonable provision for the health and safety of its employees, under the terms of the *Occupational Health and Safety Act (OHSA)*, during the hours of their employment, including with respect to workplace violence, workplace harassment and workplace sexual harassment. It is agreed that the Employer and Union shall cooperate to the fullest extent possible in the prevention of accidents and in the promotion of health and safety of LCBO employees.

Provincial Health and Safety Committee

33.2 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.

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

33.4 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 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, the “pool” will not be charged.

33.5 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 **eleven hundred (1100)** ~~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.

33.6 **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 work places and workload.

In addition, the PHSC will openly engage in discussions related to critical injury prevention, work refusals, unsafe work places, 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.

NEW 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.

33.9 Working Alone

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

33.10. 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.

33.11 VDT

(a) A VDT operator who is regularly required to operate a VDT for two (2) hours or more per day shall be required to undergo an eye exam every two (2) years by an Optometrist or an Ophthalmologist who is qualified to conduct the following tests:

1. unaided visual acuity (letter chart test)
2. refractive findings
3. corrected visual acuity
4. amplitude accommodation
5. suppression
6. muscle balance (near, one metre, distant)
7. slit lamp biomicroscopy

The cost of the eye exam, not to exceed the OHIP fee schedule for such examinations, shall be borne by the Employer.

(b) In the event an individual covered under (a) above receives a written instruction from a licensed Optometrist or licensed Ophthalmologist to have an annual eye examination, the cost of the additional examination will be borne by the Employer upon submission of the aforementioned instruction and related invoice.

33.12 Open Office Environment

The Employer recognizes that an open office environment may bring additional issues with respect to an employee's health and safety such as, diminished hearing. Both parties in good faith shall work together to recommend and implement appropriate working conditions that do not adversely impact the workers as a result of modernizing the workplace.

ARTICLE 33.13 – PANDEMIC AND EMERGENCY ORDER(S)**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 declared at a rate of \$2.00/hr.

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 an employee’s medical condition allow 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.

ARTICLE 33.14 –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 required under this provision, they may be placed on a paid leave of absence during any outbreak in their workplace until such time as the employee is cleared to return to work.

- e. 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.
- f. If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- g. Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to an employee free of charge.
- h. This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

ARTICLE 34 - PERMANENT PART-TIME EMPLOYEES – APPLICATION – SQ

(Applicable to Permanent Part-time)

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

(Applicable to Permanent Part-time)

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.
- 50.2 In the event of technological change the Employer will make every reasonable effort to minimize adverse effects on employees which may be caused by such change.
- 50.3 (a) The Employer shall give at least sixty (60) days notice to the Union 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 his/her probationary period, the notice under (a) above shall be at least ninety (90) days and shall be given to the Union and the employee(s) affected.

(c) Where the delay in introducing a technological change would have a 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.

50.4 (a) Matters relating to technological change and its effects shall be referred to the committee established under Article 1.7 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.

(a) It is understood that under (a) above the Committee may discuss reallocation and retraining provisions, if appropriate. Retraining costs shall be the responsibility of the Employer.

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 -Less than 24 hours notice

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.

ARTICLE 52 - Call In of Permanent Part-Time and/or Casual Employee's From Other Stores- SQ

(Applicable to Permanent Part-time, Casual)

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.

APPENDIX 2 - MEDIATION-ARBITRATION PROCESS

The Union proposes to move the appendix into the collective agreement under Article 28 – Grievance Procedure.

APPENDIX 3 - LABOUR/MANAGEMENT COMMITTEES

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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.
- 3.2 Notwithstanding Section 3.1 above, either party may invite one (1) or more persons to provide expertise and advice on specific items.
- 3.3 The Provincial Labour/Management Committee shall discuss only such matters that have corporate wide implications, or outstanding matters that the Local Labour/Management Committees were unable to reach agreement.
- 3.4 Notwithstanding Section 3.3 above, either party to the Agreement may formally request that a special meeting of the Labour/Management Committee be held, provided both parties agree, the meeting shall be convened within fourteen (14) days of the formal request.
- 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) members. In addition, a Representative of the Union and a Human Resource Advisor may attend these meetings.
- 4.2 Notwithstanding Section 4.1 above, either party may invite one (1) or more persons to provide expertise and advice on specific items, provided prior agreement is obtained from the other party.
- 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.**

- 4.4 Meetings of the Local Labour/Management Committee shall be held once every three (3) months or as required. 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

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: AGENCY STORES

The Employer agrees:

- (a) **no opening or operation of any franchise and/or agency stores within a 20km radius of an LCBO.**
- (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 employees 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) **No store consolidation or store relocations shall occur where there is also an existing franchise and/or agency store within a 20km radius or where there may be a new franchise and/or agency store to open within five (5) years.**

- (g) **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: 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.~~

LETTER OF AGREEMENT - RE: BENEFITS

The Union proposes to move the following language into the collective agreement

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:

Out of Country

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

Survivor Benefits

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

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

LETTER OF AGREEMENT - RE: CASUAL HOURS - RENEW

LETTER OF AGREEMENT - RE: CONTRACTING OUT

The Union proposes to move this 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: 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 re-organizations, 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.**

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: EMPLOYMENT EQUITY – RENEW AND ADD:

The Union will be proposing language that seeks to recognize societal racism and an establishment of an anti-racism action plan that provides support to black, indigenous and racialized members including concerns related to racial discrimination and racial violence.

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.

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 1st Monday in May until Labour Day.
 - (b) From the 1st Monday on or after November 15th up to and including December 31st.

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 2nd 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 or 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

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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: Grievance Process - RENEW

LETTER OF AGREEMENT - RE: Grocery Program Channel Stores

As you are aware, the Government of Ontario has announced that by 2025 up to 450 grocery stores in Ontario will be authorized to sell beer, wine and cider (the "Grocery Program Channel Stores"), and the Government has advised the LCBO that it has no plans to increase that number.

In order to allow the Parties a period of time to assess what effects the Grocery Program Channel Stores may have on the LCBO's operations and employees, for the life of this Agreement the Employer agrees:

- (a) not to close any of its retail stores as a direct result of the opening or operation of any Grocery Program Channel stores; and
- (b) not to layoff any permanent full time employees employed at the stores referenced in (a) above as a direct result of the Grocery Program Channel stores.
- (c) No opening or operation of any Grocery Program Channel within a 20km radius of an LCBO.**

- (d) not to close any of its retail stores as a result of the opening or operation of Grocery Program Channel stores;
- (e) no reduction in employees hours of work as a result of the Grocery Program Channel;
- (f) not to layoff any permanent full time employees employed at the stores referenced in (a) above as a direct result of the Grocery Program Channel;
- (g) There will be no reduction in store operational hours as a result of the opening or operation of any Grocery Program Channel;
- (h) 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;
- (i) 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.

LETTER OF AGREEMENT - RE: Head Office Relocation - RENEW

LETTER OF AGREEMENT - RE: INTERPRETATION OF ARTICLE 27.3

The Union requests a copy of the Investigation Notice Policy and the procedures as per the June 2015 PLMC Minutes.

LETTER OF AGREEMENT - RE: KILOMETRE RATES - RENEW

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

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

LETTER OF AGREEMENT – RE: MENTAL HEALTH

The Union will put forward language to enshrine the parties commitment to mental illness is just as real as physical illness and our joint interest in promoting mental health in the workplace into the collective agreement.

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

LETTER OF AGREEMENT - RE: REPATRIATION - RENEW

LETTER OF AGREEMENT - RE: SCHEDULING - RENEW

LETTER OF AGREEMENT - RE: STORE MAINTENANCE DUTIES – RENEW

All other proposals will be tabled in the Union's monetary package.

Respectfully submitted,