

Memorandum of Settlement
Between the Liquor Control Board of Ontario (LCBO)
and
Ontario Public Service Employees Union on behalf of its
Liquor Board Employees Division (LBED)

1. The parties hereto agree to the terms of this memorandum as constituting full settlement of all issues between the Parties with respect to the renewal of the Collective Agreement the term for which expired on March 31, 2021.
2. The undersigned representatives of the parties agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties agree that the term of the Collective Agreement shall be from **April 1, 2021** to **March 31, 2024**.
4. The parties further agree that the Collective Agreement shall incorporate all the terms of the previous Collective Agreement which expired on **March 31, 2021**, together with the amendments set out in **Appendix A and Appendix B**.
5. The parties further agree that the amendments to the Collective Agreement shall be effective on the date of ratification by the Union except as provided otherwise in these terms of settlement. Wage increases shall be retroactive to **April 1, 2021**. For the purpose of clarity, unless otherwise agreed to in this Memorandum, wage rates shall be rounded to two decimals.

The effective date of any provisions or terms of the renewed Collective Agreement, unless otherwise stated therein, shall be the ratification date. The Parties agree that when used herein and when used in the renewed Collective Agreement, the ratification date shall be deemed to be the latter of the date that LCBO bargaining unit employees represented by the Union ratified such agreement or the date that the Employer's Board of Directors ratified such agreement.

6. The Parties agree that notwithstanding paragraph 5 above, before the renewed Collective Agreement becomes effective the Government of Ontario must provide its approval for same through an Order in Council.
7. The Parties agree that some of the language agreed to will require a "parallel" change elsewhere in the Collective Agreement.
8. The wage rates set out in the Salary and Classification Schedule shall be increased as follows:

Year 1 1% April 1, 2021

Year 2 1% April 1, 2022

Year 3 1% April 1, 2023

9. Retroactive pay adjustments shall be paid no later than 60 days from the date of ratification by both parties.
10. The parties agree to meet within 60 days from ratification for the purpose of proofreading a draft revised Collective Agreement incorporating the terms of this Memorandum. The Union will produce the initial draft. The parties will meet within 90 days to sign the final agreement.

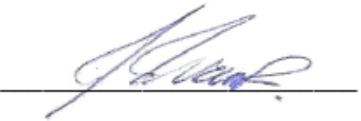
Signed on the **9th day of May, 2021.**

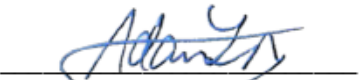
For the Union













For the Employer:













Appendix A

AGREED TO ISSUES 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")

MARCH 30, 2021

Remove Letter of Agreement – RE: 200 Full Time CSR positions, Expired at March 31, 2021

APRIL 14, 2021

Article 33.5 – Housekeeping - 1100 days

RENEW

Memorandum of Agreement – RE: Allocation of Additional Hours

Memorandum of Agreement – RE: Allocation of Overtime Hours in the Retail Stores and Depots

Letter of Agreement – RE: Kilometre Rates

Letter of Agreement – RE: Logistics Call in Protocol

Letter of Agreement – RE: Permanent Employees Transferred from Department 739

Letter of Agreement – RE: Store Maintenance Duties

APRIL 16, 2021

AMEND

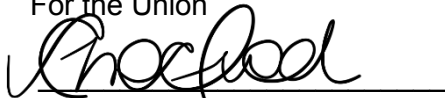
Letter of Agreement – RE: Head Office Relocation – Add new paragraph: **This Letter of Agreement will expire and will not be renewed for future Collective Agreements.**

RENEW

Letter of Agreement – RE: Benefits

Agreed to in virtual conference (Zoom).

For the Union



For the Employer



Rachel Brunet

Adam Z.

Adam Z.

Steve

Adam Z.

Adam Z.

APPENDIX

Letter of Agreement – RE: 200 Full Time CSR positions – Delete.

May 10, 2017

Jeff Weston, Lead Negotiator
Ontario Public Service Employees Union 100 Lesmill Road,
Toronto, Ontario M3B 3P8

LETTER OF AGREEMENT – RE: 200 Full Time CSR Positions

~~As awarded by Arbitrator Kaplan on February 10, 2017, the Employer will post and fill one hundred (100) new Permanent Full Time (“PFT”) CSR bargaining unit positions by August 1, 2017 and a further one hundred (100) new PFT CSR bargaining unit positions will be posted no later than January 1, 2018 and filled no later than April 30, 2018. While it is the intention of the Employer to fill the positions by the specified dates, it is recognized that there may be circumstances beyond the Employer’s control, including individual employee preference regarding start dates, which may impact the Employer’s ability to fill those positions by such dates. In such cases, the employer will discuss with the Union.~~

~~The one hundred (100) new PFT CSR bargaining unit positions to be filled by August 1, 2017 and April 30, 2018 will be for promotion only. No transfer or demotion requests will be considered for the filling of these two hundred (200) new PFT CSR bargaining unit positions. These positions will be explicitly posted as a group of “100 new PFT CSR Positions”.~~

~~These new PFT CSR bargaining unit positions are over and above any positions declared as part of the PVR process for the 2016 calendar year.~~

~~Between August 1, 2017 and January 1, 2018, and prior to the second posting of “100 new PFT CSR Positions”, the Employer shall post up to thirty (30) new Product Consultant (PC) positions. If any of these Product Consultant positions are filled by Casual Employees, they will count towards the second set of “100 new PFT CSR Positions”.~~

~~In Toronto and Ottawa, job postings will be identified by districts and all postings will include the number of positions available. Employees may only apply to a maximum of five (5) positions for each posting of “100 new PFT CSR Positions”. Such postings will not limit or restrict the Employer’s right to transfer in accordance with the Collective Agreement.~~

~~An employee shall be given up to twenty four (24) hours to accept a job offer. In the event the Employer does not receive notification of acceptance from the employee within the twenty four (24) hours, the offer will be withdrawn.~~

~~In the event an employee is offered a position and declines the first job offer, the employee shall remain eligible for any other available remaining position(s) that the employee had identified in his or her original application, provided that the employee’s seniority permits him or her to do so.~~

~~Once the two hundred (200) new PFT CSR bargaining unit positions are filled, this Letter of Agreement will expire and will not be renewed for future Collective Agreements.~~

~~Yours truly, Arthur Roberts
Director, LCBO Employee Relations & Corporate Health & Safety Services
55 Lake Shore Blvd. East Toronto, ON
M5E 1A4~~

Article 33 – Provincial Health and Safety

- 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.

MEMORANDUM OF AGREEMENT - RE: Allocation of Additional Hours – *renew*

BETWEEN:

THE LIQUOR CONTROL BOARD OF ONTARIO
(The "Employer")

- AND -

THE ONTARIO LIQUOR BOARDS EMPLOYEES' UNION
(The "Union")

It should be understood that the allocation of additional hours will be assigned by store in order of seniority, to PPT employees first, then to Casual employees, provided they are qualified to perform the work and no overtime is incurred.

In stores with PPT employees, it is understood additional hours are hours of work available after PFT and PPT weekly core hours of work have been scheduled.

In stores without PPT employees it is understood additional hours are hours of work available after PFT hours of work have been scheduled.

Dated this 24th day of May, 2002. Renewed April 1, ~~2017~~**2021**.

~~For the Employer~~ _____ ~~For the Union~~

~~Wayne Zachar~~ _____ ~~John Coones Director, Employee Relations~~ ~~President OLBEU~~

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

Between:

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

AND –

OPSEU, Liquor Board Employees Division (The “Union”)

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

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

1. Where there is a requirement for overtime work, overtime shifts must be identified and posted prior to canvassing a shift, the overtime opportunity shall be offered on a voluntary basis in the following manner and sequence:

Overtime work opportunities shall be first offered to qualified permanent full-time employees in each retail store on a voluntary basis in a rotating cycle. For further clarity, this means the first overtime opportunity following the execution of this Memorandum of Agreement will be offered sequentially to the most senior qualified permanent full-time employee on the seniority list at each retail store until the overtime opportunity has been filled.

When the next overtime opportunity arises, the employer will offer that overtime opportunity to the next qualified permanent full-time employee who appears on the seniority list immediately following the employee who accepted the previous overtime opportunity and continue sequentially down the list until that overtime opportunity has been filled. When the end of the seniority list has been reached the cycle will repeat itself.

2. Where all qualified permanent full-time employees on the seniority list at a retail store have been offered the overtime opportunity and said opportunity still exists, such overtime shall then be offered to the qualified permanent part-time employees in the retail store and then to the qualified casual employees. Failing sufficient volunteers, overtime will be assigned to the least senior qualified employee.
3. The employer shall maintain an updated seniority list in each retail store which contains an updated notation of which permanent full-time employee accepted the last available overtime opportunity so as to ensure the proper allocation of the next overtime opportunity.
4. Permanent full-time employees transferred to another retail store shall be dovetailed into the seniority list at such store. Transferred employees will become eligible to accept the next overtime opportunity at the retail store they are transferred to based on their respective position on the seniority list and the position of the overtime allocation cycle, provided they are qualified.
5. An employee who is or will be on vacation shall be eligible to work overtime opportunities on the Saturday immediately prior to, during or following his/her vacation period, provided he/she provides a written statement indicating his/her availability for such overtime and a contact number prior to the posting of the applicable schedule, provided he/she is qualified. Otherwise, should an overtime opportunity become available, he/she is ineligible to work overtime during said vacation period and the offer will be made to the next most senior qualified employee on the seniority list.
6. It is agreed that the Union and the Employer shall meet upon the request of either party, but not later than thirteen months following the first day of the implementation of this agreement, to review this Memorandum of Agreement and make any changes agreed to be necessary.

Dated this 27th day of July, 2005. Renewed April 1, ~~2017~~2021.

For the Employer _____ For the Union

~~Wayne Zachar~~ _____ ~~John Coones~~ Director, Employee Relations President OLBEU

Letter of Agreement – RE: Kilometre Rates – renew

Original: May 24, 2002
Renewed: April 1, 2017 **2021**

Mr. J. Coones, President
~~Ontario Liquor Boards Employees' Union 5757 Coopers Avenue~~
~~Mississauga, Ontario L4Z 1R9~~

LETTER OF AGREEMENT - RE: Kilometre Rates

~~Dear Mr. Coones:~~

This will confirm the Employer's agreement with respect to kilometre rates and alternate transportation as follows:

The following provisions shall be applicable to employees who use their own automobiles in the conduct of Board business:

The Employer agrees to furnish alternative means of transportation to employees who are required to travel to conduct Board business, should any of the employees not wish to use their privately-owned automobiles for such purposes.

An employee authorized to use his car on approved Board business, including travelling to assigned duties away from his/ her accustomed work location, shall be paid kilometre allowance in accordance with LCBO policies and guidelines as contained in the LCBO Administration Manual.

The parties acknowledge the rates paid may be amended from time to time to reflect changes in vehicle operating costs incurred by employees in their use. All changes in the rate will be the same as those paid to management and excluded employees.

Yours truly,

~~Wayne Zachar~~
~~Director Employee Relations~~

Letter of Agreement – RE: Logistics Call in Protocol – renew

Original: July 27, 2005
Amended: April 1, 2017
Renewed: April 1, 2021

~~Jeff Weston, Lead Negotiator~~
~~Ontario Public Service Employees Union 100 Lesmill Road,~~
~~Toronto, Ontario M3B 3P8~~

~~Dear Mr. Weston:~~

LETTER OF AGREEMENT - RE: Logistics Call In Protocol

The Employer will use the following Logistics Call In Protocol.

Unforeseen Work for Casual/Seasonal Employees

The Parties agree that this protocol will be used to call in casual and seasonal employees in Logistics Facilities for work that is unforeseen when the schedule is posted.

1. An employee who is not scheduled must advise the Employer of his/her shift availability for unforeseen work;
2. An employee is to call the telephone number(s) as provided by the Employer by 4:00 p.m. Thursday for unforeseen work that may occur the following work week;
3. Unforeseen work that becomes available shall be offered to an employee who has indicated he/she is available as per (1) above, in order of seniority, provided the employee is qualified to perform the work and no overtime is incurred;
4. Such unforeseen work shall be offered by the Employer between 8:00 a.m. and 10:00 a.m. The Employer shall only make one attempt to contact an employee who has complied with (1) above.
5. If the Employer does not establish contact with an employee or if the employee does not accept the offer at the time of the Employer's contact, the next most senior employee who has complied with (1) above may be offered the work;
6. An employee who declines the offer as mentioned above shall not be disciplined and will continue to be eligible for subsequent unforeseen work offers; and
7. Should fewer than the required number of casual or seasonal employees accept such offers, such work shall be assigned first to fixed term employees, and then, if necessary, to casual employees and seasonal employees in reverse order of seniority.

For clarity, "schedule" referenced herein means hours of work posted as per Article 32.1(a) of the Collective Agreement. Further, the terms of this agreement are not intended to apply to overtime situations.

~~Yours truly,~~

~~Arthur Roberts~~

~~Director, LCBO Employee Relations & Corporate Health & Safety Services~~

~~55 Lake Shore Blvd. East Toronto,~~

~~ON M5E 1A4~~

Letter of Agreement – RE: Permanent Employees Transferred from Department 739 – renew

Original: May 24, 2002

Renewed: April 1, 2017 **2021**

~~Mr. J. Coones, President~~

~~Ontario Liquor Boards Employees' Union 5757 Coopers Avenue~~

~~Mississauga, Ontario L4Z 1R9~~

LETTER OF AGREEMENT – RE: Permanent Employees Transferred from Department 739

~~Dear Mr. Coones:~~

Permanent employees transferred from Department 739 shall not be required to rotate through the shifts at Department 941 afternoon shift employees will be permanently on that shift while day shift employees would remain in their current day shift). This is an ongoing grandfathering arrangement not available to new employees, nor employees who opt to rotate through shifts.

The Employer, where necessary, may temporarily assign the above grandfathered employees to a different shift for the purposes of training, absentee relief, or other unforeseeable emergencies. Such assignments will be of such a temporary nature so as not to extend beyond a two (2) week period.

Should a current 739 employee so request, the LCBO shall not transfer such employee to a regular LCBO store once

he/she has been reassigned to the new facility. The exception to this would be in the event of a surplus/layoff situation. This is an ongoing grandfathering arrangement not available to new employees nor employees who opt to accept transfer.

~~Yours truly,~~

~~Wayne Zachar,
Director Employee Relations~~

Letter of Agreement – RE: Store Maintenance Duties – *renew*

Original: May 24, 2002
Renewed: April 1, 2017 **2021**

Mr. J. Coones, President
Ontario Liquor Boards Employees' Union 5757 Coopers Avenue
Mississauga, Ontario L4Z 1R9

Letter of Agreement – RE: Store Maintenance Duties

Dear Mr. Coones:

This will confirm the Employer's agreement with respect to the performance of certain store maintenance duties as follows:

The Employer agrees it is not a job requirement for store employees to perform the following duties during normal working hours:

- the stripping of waxed floors and waxing resulting there from;
- the washing of walls and painting.

~~F.A. MacInnis
General Manager (LCBO)~~

Letter of Agreement – RE: Head Office Relocation – *Amend.*

Original: ~~May 10, 2017~~ **April 1, 2017**
Renewed: ~~April 14, 2021~~ **April 1, 2021**

~~April 1, 2017~~

~~Jeff Weston Lead Negotiator
Ontario Public Service Employees Union
100 Lesmill Road
Toronto, Ontario M3B 3P8~~

LETTER OF AGREEMENT - RE: Head Office Relocation

During the 2017 collective agreement negotiations, the sale of the LCBO head office was discussed and its impending relocation.

The Employer agrees to meet with the Union's Provincial Labour Management representatives and affected local presidents to provide updates on head office relocation plans that materially and substantively affect the terms and conditions of employment of bargaining unit employees.

This Letter of Agreement will expire and will not be renewed for future Collective Agreements.

~~Yours truly,
Arthur Roberts
Director, LCBO Employee Relations & Corporate Health & Safety Services
55 Lake Shore Blvd. East Toronto, ON
M5E 1A4~~

Letter of Agreement – RE: Benefits – renew.

Original: April 1, 2017

Renewed: April 1, 2021

~~Jeff Weston Lead Negotiator
Ontario Public Service Employees Union 100 Lesmill Road,
Toronto, Ontario M3B 3P8~~

LETTER OF AGREEMENT - RE: Benefits

Dear Mr. Weston,

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.

~~Yours truly,~~

~~Arthur Roberts
Director, LCBO Employee Relations & Corporate Health & Safety Services
55 Lake Shore Blvd. East Toronto, ON
M5E 1A4~~

Appendix B

PREAMBLE

1. The general purpose of this Agreement is to establish and continue harmonious relations between the Employer and the employees covered by this Agreement and consistent therewith to provide procedures for the prompt and just disposition of differences and grievances.
2. It is understood that the provisions of this Agreement apply equally to male and female employees.
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 1.4

- 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 assigned to the LBED and other Union members authorized to engage in official Union business, as designated by the Union.
- (b) The Union shall provide the Employer with an updated list annually of its Union Representatives, as defined in Article 1.4 (a). The Union shall notify the Employer of any revisions to this list, as they occur.
- (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.

Article 5.5

- 5.5 A seniority list shall be provided in a sortable electronic format **quarterly** ~~semi-annually~~ to the LBED Chair.

Article 7.12

7.12 Acting Pay

- (a) The Employer agrees to pay a premium of eighteen dollars (\$18.00) per day to an employee acting for the Store Manager in his/her absence, provided he/ she is assigned to act for a minimum of three (3) consecutive hours. **Effective April 1, 2023, the Employer agrees to pay a premium of eighteen dollars and forty cents (\$18.40), per day to an employee acting for the Store Manager in his/her absence, provided he/ she is assigned to act for a minimum of three (3) consecutive hours.** Such premium will not be paid to an Assistant Manager in charge of the second shift. However, it would be applicable to other employees in charge of the store during the Manager's absence, while working the second shift.
- (b) An employee (other than those in (a) above) designated by the Employer to replace another employee in a higher classification shall receive a premium of two dollars (\$2.00) per hour for each hour such duties are performed provided he/she works one (1) shift in the higher classification. Acting pay shall not exceed the maximum of the salary range of the higher classification.

Article 7.15

7.15 Shift Premium

- (a) An employee shall receive a shift premium of one dollar (\$1.00) per hour for all regular hours worked between 6:00 p.m. and 7:00 a.m. **Effective April 1, 2022, the shift premium shall be one dollar and twenty-five cents (\$1.25) per hour for all regular hours worked between 6:00 p.m. and 7:00 a.m.** **Effective April 1, 2023, the shift premium shall be one dollar and fifty-three cents (\$1.53) per hour for all regular hours worked between 6:00 p.m. and 7:00 a.m.** Where more than fifty percent (50%) of the hours, inclusive of lunch and rest periods, fall within this period the premium shall be paid for all hours worked.
- (b) An employee working on the night shift as defined in 7.2 (a) above, shall be paid a premium of two dollars (\$2.00) per hour for each hour worked. **Effective April 1, 2022, an employee working on the night shift as defined in 7.2 (a) above, shall be paid a premium of two dollars and twenty cents (\$2.20) per hour for each hour worked.**
- (c) An employee who works the night shift and receives the premium set out in (b) above shall not also be eligible for the premium set out in Article 7.15 (a).
- (d) Shift premium shall not be considered as part of an employee's basic hourly rate.

Article 21.2

- (e) (i) The Employer agrees to pay one hundred percent (100%) of the monthly premiums for vision care and hearing aid coverage under the Supplementary Health and Hospital Plan.
- (ii) This coverage provides for vision care to a maximum of ~~three hundred and forty dollars (\$340.00)~~ **four hundred dollars (\$400.00)** per insured person in any twenty-four (24) month period from the date of expense for the purchase of prescribed lenses and frames, or contact lenses **or towards laser surgery.**
- (iii) This coverage provides for hearing aid coverage to a maximum of two thousand five hundred dollars (\$2,500.00 [2 x \$1,250.00/ear]) in any thirty six (36) month period.

Article 32.13

32.13 Casual Benefit Plan

Effective April 1, 2014 casual employees who have worked 1300 hours in the previous calendar year and who have five (5) years of casual seniority may opt into the Casual Benefit Plans under the same benefit plans as full time employees, subject to the following limitations:

Basic Life Insurance- For employees only, in the amount of ten thousand dollars (\$10,000.00) shall be provided to Casual employees as defined above.

Dental- for employees and their family, routine (Basic) services as provided under the Manulife Policy # 10055, or its equivalent up to a maximum of one thousand dollars (\$1,000.00) per year per covered person.

Supplementary Health and Hospitalization- only the prescription drug plan will apply.

Vision Care - This coverage provides for vision care to a maximum of two hundred (\$200.00) dollars per insured person in any twenty-four (24) month period from the date of expense for the purchase of prescribed lenses and frames, or contact lenses or towards laser surgery.

Orthotics - This coverage provides for orthotics coverage at fifty percent (50%) of the permanent full time coverage.

For the purposes of the Casual Benefit Plan, it is understood bereavement leave, Union leave, and statutory leaves, including but not limited to WSIB and pregnancy/parental leave shall apply for the calculation of hours and that the following articles do not apply to casual employees:

21.1, 21.2 (a) (b) (c)(iii) (d) (e) and (f), 21.3 in its entirety,

21.4 in its entirety, 21.5 in its entirety, 21.7(a) major treatment and three thousand dollars (\$3,000) maximum coverage does not apply, and 21.8.

Letter of Agreement – RE: Leave of Absence for Union Business on a Full Time Basis – renew

Original: May 24, 2002
Renewed: April 1, 2017 **2021**

Mr. J. Coones, President
Ontario Liquor Board Employees' Union 5757 Coopers Avenue
Mississauga, Ontario L4Z 1R9

LETTER OF AGREEMENT - RE: Leave of Absence for Union Business on a Full-Time Basis

~~Dear Mr. Coones:~~

This will confirm the Employer's agreement with respect to a leave of absence for a bargaining unit employee in order that the employee may perform the duties and responsibilities of a position with the Union on a full-time basis.

It is understood that under this agreement the Union will reimburse the Employer for the employee's salary, the Employer's share of Superannuation, fringe benefits, including medical, surgical and life insurance and the cost equivalent of attendance credits. A statement will be issued, each month end, by the Union to the Employer confirming the employee's use of attendance and vacation credits.

It is understood that for purposes of incurring any liability to third parties, the employee will be considered to be an employee of the Union throughout the period of such leave and the Union will indemnify the Liquor Control Board of Ontario in respect to any such claim.

It is understood that the employee will retain the job classification held at the time of commencement of the leave, as modified from time to time. Upon return to regular duty the employee will be reappointed to such classification in the system.

~~Yours truly, Wayne Zachar~~
~~Director~~
~~Employee Relations~~

Letter of Agreement – RE: Grievance Process – Delete.

April 1, 2017

Jeff Weston Lead Negotiator
Ontario Public Service Employees Union 100 Lesmill Road,
Toronto, Ontario M3B 3P8

LETTER OF AGREEMENT – RE: Grievance Process

~~The Parties acknowledge their common interest in the efficient processing and resolution of grievances as well as methods to promote early stage resolution of grievances, with the goal of minimizing, where appropriate, mediation and/or arbitration.~~

~~The Parties also acknowledge that while they may have different interests in the grievance resolution process, at that same time they have a common interest in ensuring and promoting effective labour relations within the grievance resolution process.~~

~~Given the above, the Parties agree that within 90 days of the ratification of the Collective Agreement they will meet to discuss the scheduling of grievance meetings, mediation and arbitration with the Grievance Settlement Board (GSB), and will work together in a timely manner to reduce the grievance backlog.~~

~~In addition, the Parties also agree to hold joint training provided by the Ministry of Labour ("Ministry") Dispute Resolution Services for representatives involved in the hearing and resolution of grievances from the LCBO (as chosen by the LCBO) and from OPSEU (as chosen by OPSEU). This training will be provided regionally within six (6) months of ratification of the collective agreement.~~

~~The training will be a customized workshop with the focus on the following items:~~

- ~~• Effective communications between union stewards and LCBO managers; and~~
- ~~• Review of grievance procedure and tools for effective workplace problem solving.~~

~~The parties may add additional item(s) to the training workshop if jointly agreed.~~

~~The LCBO will cover the Ministry's fee for the Dispute Resolution Services as well as the costs of the venue for such training.~~

~~The Union withdraws policy grievance #2016-0999-0038. However, nothing in this letter prevents the Union from filing a grievance regarding the Employer's actions with regard to the scheduling of grievances either at arbitration or at mediation/ arbitration in the future.~~

Yours truly, Arthur Roberts
Director, LCBO Employee Relations & Corporate Health & Safety Services
55 Lake Shore Blvd. East Toronto, ON
M5E 1A4

Letter of Agreement – RE: Scheduling – Delete.

Original: May 16, 2013
Renewed: April 1, 2017

Ms. M. Alvarado Lead Negotiator
Ontario Public Service Employees Union 100 Lesmill Road
Toronto, Ontario M3B 3P8

LETTER OF AGREEMENT – RE: Scheduling

~~Upon the Union's request, the Employer agrees to meet within 60 days following ratification of the 2013 Collective Agreement to discuss concerns pertaining to the Union's proposals for amendments to Article 7.4 (a) (iii), including double shift store scheduling issues. The purpose of these discussions will be to explore potential opportunities to address the concerns of both parties regarding the proposed amendments. The meeting shall be composed of three (3) "Union Representatives" selected by the Union and three (3) "Employer Representatives" selected by the Employer.~~

~~All time off for such meetings shall be charged to the pool under Article 1.5 (a).~~

~~The Union agrees to adjourn the outstanding grievances (GSB #2012-0137, 0138, 0139, 0140, 0141, 0142, 0143, 0397, and 0398) to provide time for meaningful discussions.~~

Yours truly, Wayne Zachar
Director, Employee Relations, Corporate Health & Safety Services
Liquor Control Board of Ontario

LETTER OF AGREEMENT – RE: Wage Re-Opener on Monetary Proposals - NEW

April 1, 2021

During the round of negotiations the parties agreed that should *Bill 124 - Protecting a Sustainability Public Sector for Future Generations Act, 2019* be found unconstitutional by a court of competent jurisdiction or the legislation is either repealed or amended in such a way as to shorten the moderation period or increase the 1 percent restraint measures prior to the expiry of the Collective Agreement, the parties shall meet within 60 days of the decision to negotiate a remedy, if any, for bargaining unit employees impacted by the legislative restraints. Further, the parties agree to invite Gerry Lee, Mediator to assist the parties.