

2024 Collective Bargaining

The Employer's Comprehensive Proposal (C1)

Between

THE LIQUOR CONTROL BOARD OF ONTARIO
(hereinafter referred to as the "LCBO" or "Employer")

- and the -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
on behalf of its LIQUOR BOARD EMPLOYEES DIVISION
(hereinafter referred to as the "OPSEU" or "Union")

1. This is a comprehensive package proposal that is being made on a without prejudice or precedent basis. This package is being offered conditional upon all proposals in this document being accepted by OPSEU as outlined below. The Employer reserves the right to revise, modify, substitute or withdraw any of the following, at its sole discretion.
2. All other proposals not included in this package (C1) or already signed off as agreed to issues are to be considered withdrawn by both parties.

A summary of the proposals included in this package are as follows:

- **Job Security:** increase retail proportion of PFTs to 35%; new LOA re: case volume at LCBO Retail Service Centres; renew LOAs re: Agency Store, Repatriation and Contracting Out
 - **Severance:** account for all continuous hours worked at the LCBO without a break in service
 - **Scheduling:** expand shift ranges for Retail PFTs; discussion on alternate work schedules in RSCs
 - **Compensation:** across the board increases; special adjustments for selected positions to improve attraction and retention; increase eligibility for casual benefits
3. The wage rates set out in the Salary and Classification Schedule shall be increased as follows:

| | |
|--------|--------------------|
| Year 1 | 2.5% April 1, 2024 |
| Year 2 | 2.5% April 1, 2025 |
| Year 3 | 2.0% April 1, 2026 |

4. Special Wage Adjustments: in addition to general wage adjustments outlined in #3, the following positions shall receive special wage adjustments as follows:

| Position Title | Required Red Seal Certification | End Rate Amount (including general wage increase for April 1, 2024) |
|-----------------------------|---|--|
| Electronic Technician 706 | <i>Industrial Electrician (442A) or (309A) PLC Level I & II Certification</i> | \$51.00 |
| Maintenance Electrician 707 | <i>Industrial Electrician (442A) or (309A)</i> | \$49.75 |
| Maintenance Mechanic 708 | <i>Industrial Mechanic Millwright (433A)</i> | \$49.75 |

For clarity, only employees who hold the above-noted red seal certifications at time of ratification will be eligible to receive the Special Wage Adjustments.

5. Alternate Work Schedules in Logistics Facilities – to be discussed (see Appendix).
6. The LCBO and OPSEU agree to renew the following Letters of Agreement:

Original: July 25, 2005
 Renewed: April 1, 2024~~4~~
 LETTER OF AGREEMENT - RE: Agency Stores
 ...

Original: July 26, 2005
 Renewed: April 1, 2024~~4~~
 LETTER OF AGREEMENT - RE: Contracting Out
 ...

Original: April 1, 2017
 Renewed: April 1, 2024~~4~~
 LETTER OF AGREEMENT - RE: Repatriation

7. The LCBO and OPSEU agree to the following collective agreement amendments:

LETTER OF AGREEMENT –RE: Enhanced Severance – Privatization – Permanent Employees

...

d) For the purposes of calculating years of service in (a), their years of service shall be the sum of all continuous time worked without break in service at the LCBO divided by 2080 hours. For clarity, this includes all time worked in all employee types (e.g. PFT, seasonal, casual, and fixed term).

Original: April 1, 2017–

Renewed: April 1, 2021–

~~LETTER OF AGREEMENT –RE: Grocery Program Channel Stores~~

...

LETTER OF AGREEMENT - RE: Post and Fill

...

By the end of this Collective Agreement (March 31, 2021), the Employer will ensure that Casual retail employees do not exceed 70% **65%** of the LCBO's retail PFT store workforce. It is agreed that the Employer will disclose the postings and the ratio at PLMC meetings.

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NEW - LETTER OF AGREEMENT – RE: CASE VOLUME AT LCBO RETAIL SERVICE CENTRES

Starting no later than April 1, 2025 and for the life of the Collective Agreement, an additional volume of at least one (1) million new cases will be serviced by Durham Retail Service Centre.

ARTICLES 32 – CASUALS

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

32.13 Casual Benefit Plan

Effective April 1, 2014, casual employees who have worked 4300 **1000** 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:

...

ARTICLE 6 - Job Security

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

6.2 For the purpose of this Article:

- (a) An “establishment” is an employee’s headquarters at or from which an employee normally performs their duties.
- (b) (i) A “work area” includes all Employer establishments within ~~the geographic posting area of any given establishment~~ **a district with respect to retail; logistics facility; or head office.**
 - (ii) ~~In the event that there are fewer than five (5) establishments in the work area defined under (i) above, the five (5) establishments nearest the given establishment shall constitute that establishment’s work area.~~
 - (iii) ~~The current geographic posting areas shall not be altered by the Employer during the term of this agreement unless otherwise agreed between the parties.~~
- (c) It is understood that when it is necessary to assign surplus employees in accordance with this article, the provisions of Article 22 shall not apply.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

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

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

(i) Retail – Stores and Depot

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

Day Shifts (1 hr. unpaid lunch)

Begins between 7:00 a.m. and 10:00 a.m.

and ends between 4:00 p.m. and 7:00 p.m.

~~8:00 a.m. to 5:00 p.m.~~

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

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

~~9:15 a.m. to 6:15 p.m.~~

~~(where 6:00 p.m. is the normal closing for that day)~~

...

Afternoon Shifts

(1/2 hr. unpaid lunch)

~~12:00 noon to 8:30 p.m.~~

~~1:00 p.m. to 9:30 p.m.~~

~~2:00 p.m. to 10:30 p.m.~~

~~3:00 p.m. to 11:30 p.m.~~

Begins between 12:00 p.m. and 3:00 p.m.

and ends between 8:30 p.m. and 11:30 p.m.

...

Appendix

NEW - LETTER OF AGREEMENT - RE: Alternate Work Schedules in Logistics Facilities

To meet customer needs and optimize available capacities at Retail Service Centres (RSCs), the Employer may utilize Alternate Work Schedules (“AWS”) within an RSC for the following groups of employees: Operations Employees, Control Employees, VAX Systems Operators and Maintenance Employees.

1. Alternate Work Schedules

The Employer may transition between the conventional work schedule (found in Article 7.2) and an AWS for the groups of employees described below at its discretion, with a minimum of fourteen (14) calendar days’ notice to the union.

For groups A, B and C, AWS will be fixed based on an employee’s team assignment and will be scheduled on a six-day work week. On a semi-annual basis (April 1st to September 30th and October 1st to March 31st), an employee may request to change their team assignment as outlined in Section 4. For group D, AWS will be scheduled on a seven-day work week. There shall be no split shifts.

A. Operations Employees (Warehouse Workers, Forepersons, Warehouse Clerks)

The regular weekly paid hours for Operations Employees will be thirty-eight (38) hours. Operations Employees shall be assigned to a team and scheduled for four (4) fixed shifts per week, with each shift consisting of ten (10) hours. Operation Employees’ regularly scheduled work week will not include Sundays.

The work week is 12:01 a.m. Monday to 12:00 midnight Sunday. The hours of work for each team are as follows:

Day Shift (1/2-hour unpaid lunch)

Begins between 5:00 a.m. and 9:00 a.m. and ends between 3:00 p.m. and 7:00 p.m.

Afternoon Shift (1/2-hour unpaid lunch)

2:00 p.m. to 12:00 a.m.

Night Shift (1/2-hour unpaid lunch)

12:00 a.m. to 10:00 a.m.

| | Start Time | S | M | T | W | R | F | S |
|--------|------------|---|---|---|---|---|---|---|
| Team 1 | range | ● | ● | ● | ● | ● | | |
| Team 2 | range | | | | ● | ● | ● | ● |
| Team 3 | range | | ● | ● | | | ● | ● |
| Team 4 | 14:00 | | ◆ | ◆ | ◆ | ◆ | | |
| Team 5 | 14:00 | | | | ◆ | ◆ | ◆ | ◆ |
| Team 6 | 14:00 | | ◆ | ◆ | | | ◆ | ◆ |
| Team 7 | 0:00 | ● | ● | ● | ● | | | |
| Team 8 | 0:00 | | | | ● | ● | ● | ● |
| Team 9 | 0:00 | ● | ● | | | | ● | ● |

Illustrative example provided for bargaining purposes only

There will be two (2) paid fifteen (15) minute rest periods during the shift, one break during the first half of the shift and one break during the second half of the shift.

B. Control Employees (Senior Control Console Operators, Control Console Operators)

The regular weekly paid hours for Control Employees will be forty-four (44) hours. Control Employees shall be assigned to a team and scheduled for four (4) fixed shifts per week, with each shift consisting of twelve (12) hours. Control Employees' regularly scheduled work week will not include Sundays.

The work week is 12:01 a.m. Monday to 12:00 midnight Sunday. The hours of work for each team are as follows:

| <u>Day Shift</u> <u>unpaid</u> <u>12:00 a.m. to 12:00 p.m.</u> | <u>(Two (2) 1/2 hour</u> <u>lunches)</u> | Start Time | Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|--|---|------------|-----|-----|-----|-----|-----|-----|-----|
| ConsOp1 | | 12:00 | ☀ | ☀ | ☀ | ☀ | | | |
| ConsOp2 | | 12:00 | | | | ☀ | ☀ | ☀ | ☀ |
| ConsOp3 | | 12:00 | | ☀ | ☀ | | ☀ | ☀ | ☀ |
| ConsOp4 | | 12:00 | | ☀ | ☀ | ☀ | | | |
| ConsOp5 | | 12:00 | | | | ☀ | ☀ | ☀ | ☀ |
| ConsOp6 | | 0:00 | | ☾ | ☾ | | | ☾ | ☾ |
| ConsOp7 | | 0:00 | | ☾ | ☾ | ☾ | | | |
| ConsOp8 | | 0:00 | | | | ☾ | ☾ | ☾ | ☾ |
| ConsOp9 | | 0:00 | | ☾ | ☾ | | | ☾ | ☾ |

Illustrative example provided for bargaining purposes only

There will be two (2) paid fifteen (15) minute rest periods during the shift, one break during the first half of the shift and one break during the second half of the shift.

C. VAX Systems Operators

The regular average weekly paid hours for VAX Systems Operators will be thirty-eight and a half (38.5) hours. VAX Systems Operators will be assigned to teams and scheduled for twelve (12) hour shifts on a four-week rotation. For example:

Vax Operators 1 & 4:

- **Biweekly cycle: 1 off – 4 on – 6 off – 3 on – 1 off – 4 on – 6 off – 3 on.**
- **Rotation between Day Shift and Night Shift occurs every two calendar weeks.**

Vax Operators 2 & 3:

- **Biweekly cycle: 4 off – 3 on – 1 off – 4 on – 6 off – 3 on.**
- **Rotation between Day Shift and Night Shift occurs every two weeks.**

Vax Operator 5:

- 4-week cycle: 1 off – 3 Day Shifts on – 1 off – 1 Day Shift on – 3 off – 2 Night Shifts on – 2 off – 1 Night Shift on – 2 off – 2 Night Shifts on– 1 off – 2 Night Shifts on – 1 off – 3 Day Shifts on – 3 off.

VAX Systems Operators' regularly scheduled work week will not include Sundays. For clarity, it is understood that Sundays do not form part of the rotation above.

The work week is 12:01 a.m. Monday to 12:00 midnight Sunday. The hours of work for each team are as follows:

Day Shift

(Two (2) 1/2-hour unpaid paid meal breaks)
12:00 a.m. to 12:00 p.m.

Night Shift

(Two (2) 1/2-hour unpaid paid meal breaks)
12:00 p.m. to 12:00 a.m.

| | Start Time | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | PAY | |
|---------|------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|---|
| VAXOp 1 | 12:00 | ● | ● | ● | ● | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 7 | |
| VAXOp 2 | 0:00 | | | | | ☾ | ☾ | ☾ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 7 |
| VAXOp 3 | 12:00 | | | | ● | ● | ● | ● | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 7 |
| VAXOp 4 | 0:00 | | ☾ | ☾ | ☾ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 7 |
| VAXOp 5 | 12:00 | ● | ● | ● | ● | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 7 |

Illustrative example provided for bargaining purposes only

VAX Systems Operators will have two (2) paid fifteen (15) minute rest periods during the shift, one break during the first half of the shift and one break during the second half of the shift.

D. Maintenance Employees (Servicepersons, Maintenance Mechanics, Maintenance Electricians, Electronic Technicians, Building Maintenance Mechanics, WW3s employed as Janitors)

The average regular weekly paid hours for Maintenance Employees will be thirty-eight and a half (38.5) hours. Maintenance Employees will be assigned to teams and scheduled for twelve (12) hour shifts on an eight-week rotation as follows:

- A cycle of 4 on – 4 off consisting of a series of 3 cycles of Night Shifts followed by a series of 3 cycles of Day Shifts

Maintenance Employees are scheduled on a seven-day work week to allow for 24/7 coverage. For clarity, the schedule above is based on seven (7) calendar days.

The work week is 12:01 a.m. Sunday to 12:00 midnight Sunday. The hours of work for each team are as follows:

Day Shift

7:00 a.m. to 7:00 p.m.

(Two (2) 1/2-hour unpaid meal breaks)

Night Shift

(Two (2) 1/2-hour unpaid meal breaks)

7:00 p.m. to 7:00 a.m.

| | Period 1 | | | | | | | | | | | | | | Period 2 | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------|----------|-----|-----|-----|---------|-----|-----|-----|---------|-----|-----|-----|---------|-----|----------|-----|---------|-----|-----|-----|---------|-----|-----|-----|---------|-----|-----|-----|---------|-----|-----|-----|---------|-----|-----|-----|-----|-----|-----|-----|
| | Week -1 | | | | Week -2 | | | | Week -3 | | | | Week -4 | | | | Week -5 | | | | Week -6 | | | | Week -7 | | | | Week -8 | | | | Week -9 | | | | | | | |
| | Sun | Mon | Tue | Wed | Thu | Fri | Sat | PAY | Sun | Mon | Tue | Wed | Thu | Fri | Sat | PAY | Sun | Mon | Tue | Wed | Thu | Fri | Sat | PAY | Sun | Mon | Tue | Wed | Thu | Fri | Sat | PAY | Sun | Mon | Tue | Wed | Thu | Fri | Sat | PAY |
| Team 3 | ☺ | ☺ | ☺ | | | | | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ |
| Team 4 | | | | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ |
| Team 1 | ☺ | ☺ | ☺ | | | | | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ |
| Team 2 | | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ | ☺ |

Illustrative example provided for bargaining purposes only

Maintenance Employees will receive two (2) paid fifteen (15) minute rest periods during the shift, one break during the first half of the shift and one break during the second half of the shift.

2. Overtime (applicable to Permanent Full-time, Casual and Seasonal)

- i. **Overtime rates shall be applicable from the time an employee completes their normal work day determined from the time they commence work, but only if a minimum of fifteen (15) minutes in excess of the normal hours are worked, and overtime rates shall be paid to the nearest fifteen (15) minutes.**
- ii. **Authorized work performed in excess of an employee’s normal work day shall be paid at the rate of one and one half (1 ½) times the normal hourly rate of the employee unless otherwise provided in this Agreement.**
- iii. **Authorized work performed in excess of the regularly scheduled total hours per week shall be paid at overtime rates, subject to the other provisions of this Agreement.**

3. Shift Premium (applicable to Permanent Full-time)

- i. **An employee shall receive a shift premium of 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.**
- ii. **An employee working on a Night Shift as defined above, shall be paid a premium of two dollars and twenty cents (\$2.20) per hour for each hour worked.**

4. Team Assignments

For groups A, B and C:

- **The Employer will post the available team structures at least two (2) weeks before March 1st (for the April 1st to September 30th period) and August 1st (for the October 1st to March 31st period).**
- **Employees will then be assigned to teams using the following process:**
 - **Qualified permanent full-time employees will be solicited to identify their preferred teams in writing to the Employer by March 1st (for the April 1st to**

September 30th period) or August 1st (for the October 1st to March 31st period). The teams will be filled by seniority. Employees who do not submit their preferences to the Employer by March 1st or August 1st will be assigned to available teams by seniority.

- The Employer will fill the remaining teams with Casual employees starting with the junior most Casual.

NOTE: For the purposes of this clause, Seasonal employees will be considered to be Casual employees.

- Where there are no qualified Casual employees, the Employer will fill the remaining teams by assigning qualified permanent full-time employees starting with the junior most permanent full-time employee.
- The AWS will be posted in accordance with 7.4 (a)(i) and 32.1(a).

Employees requesting a change to their team must forward their request in writing to their Manager on or before March 1st for the April 1st to September 30th period, or on or before August 1st for the October 1st to March 31st period.

For group D:

The Employer shall determine the necessary shift requirements based on operational needs, job function and required skills. Maintenance Employees will be assigned to regular teams and the AWS will be posted in accordance with 7.4 (a)(i) and 32.1(a).

5. Applicability of Article 7, Article 32 and Appendix 4

- i. Article 7- Hours of Work and Overtime (applicable to Permanent Full-time, Seasonal and Casual: with applicability limited in respect of Seasonal and Casual employees to 7.6 (b) exclusively)

Except as may be specified within this Letter of Agreement, only the following articles from Article 7 are applicable to affected employees when an AWS is being utilized as specifically noted below:

- 7.1 (a), (c)
- 7.2 (b)
- 7.3
- 7.4 (a) (i), (ii)
- 7.5
- 7.6 (b), (d), (e) - Note: (d) and (e) does not apply to Maintenance Employees.
- 7.9
- 7.10
- 7.11
- 7.12 (b)
- 7.14 (a)
- 7.17
- 7.18 (b), (c) (iv), (v), (e), (f)

- ii. Article 32 - Casuals

Article 32 is applicable to affected casual employees assigned to an RSC when an AWS is being utilized except as may be specified within this Letter of Agreement and as specifically noted and/or modified below:

- 32.1 (d), (e), (f), (g)

- 32.1 (j) – does not apply to casual employees assigned to an AWS for Maintenance Employees
- 32.11 (night shift as defined in this Letter of Agreement)

iii. Appendix 4 - Seasonal Employees

Appendix 4 is applicable to affected seasonal employees at an RSC when an AWS is being utilized except as may be specified within this Letter of Agreement and as specifically noted and/or modified below:

- 4-2-4

6. Clocks Changing due to Daylight Savings Time

When the clocks are changed due to Daylight Savings Time and an AWS is being utilized, the following shall apply:

- Where an employee's regular shift is reduced by one (1) hour, the employee shall be paid for actual hours worked on that shift
- Where an employee's regular shift is increased by one (1) hour, the employee shall be paid at their regular hourly rate for all hours worked on that shift