

2009 BARGAINING BULLETIN

**OPSEU
SEFPO**
Liquor Board
Employees Division
Division des employés
de la régie des alcools

Information for OPSEU members in the Liquor Board Employees Division • Issue #14 • June 25, 2009

Better Jobs

This new tentative agreement is a winner for all of us



Full Details inside

These people deliver! This picture of the 2009 LBED bargaining team with OPSEU President Warren (Smokey) Thomas was taken on June 24, just minutes after the signing of a new tentative collective agreement. Left to right: OPSEU Senior Negotiator Rob Field; Dora Robinson, OPSEU Local 376; Senior Researcher Joyce Hansen; President Thomas; Laurie Miller, Local 682; Colleen MacLeod, Local 5107; Team Chair Vanda Klumper, Local 165; Tracy Vyfschaft, Local 377; Lori Miller, Local 499; and Team Vice-Chair Denise Davis, Local 378.

A Letter from the OPSEU Liquor Board Employees Division Bargaining Team



Dear brothers and sisters,

More full-time jobs. Higher pay. More and better benefits. Job security protected. No takeaways.

This is what your new tentative collective agreement delivers.

When we started this round of bargaining more than a year ago, we knew it would be tough. But from the very beginning, we had a vision of what we could do.

In this round of bargaining, your bargaining team was democratically elected.

In this round of bargaining, your bargaining goals were democratically debated and voted on.

In this round of bargaining, we did it together.

We set a goal early on that we would not settle for any deal unless it protected the livelihoods of our permanent staff. We said we would not settle for any deal unless it made measurable gains for our casual members.

Brothers and sisters, we achieved both those goals – and more. That's why your team is unanimously recommending that you vote in favour of this new contract when we hold our ratification vote in July.

This contract does not provide everything we were hoping for. That's not the way negotiations work. But it is a major step forward to protect and improve jobs at the LCBO.

The damage that was done to our collective agreement in the past was done over a period of 30 years. It will not be repaired overnight. We

intend to keep working on our contract in the years ahead – not just for current workers, but future ones, too.

Your team is immensely proud of the work of all our Liquor Board mobilizers, our local executive committees, and our members. You carried our message about good jobs to every corner of this province. You gave us the power to win this contract.

From the bottom of our hearts, thank you.

A few years ago, we joined OPSEU. Boy, was that the right decision! This time around, we had the support of union staff who are second to none. We benefited greatly from their strategic insight, their vast experience, and their incredible commitment to the cause of working people.

We had the backing of a powerful union and its elected leaders who were prepared to go to the wall to get us what we needed.

And we got it.

The team would also like to recognize the work of Jackie McVeigh, Senior Mediator with the Office of Mediation of the Ontario Ministry of Labour. It was not an easy job to stand between two bargaining teams with very different philosophies, but Jackie handled it with the utmost professionalism. Thank you, Jackie.

Most of us have simple dreams – to live decently, to bring our children up properly, to enjoy life, and to retire with dignity. But our simple dreams are big dreams when we dream

them for everyone.

These days, more and more people are realizing that an economic system where business does well but working people don't is a system that doesn't work. That's why we are part of the fight for good jobs for all working people everywhere.

This new collective agreement is good for our members. It's good for our families. It's good for our communities.

It's a big step forward in a long, important journey, and we're very proud of it.

Please give it your full support.

In solidarity,

*Vanda Klumper, chair,
Local 165*

*Denise Davis, vice-chair,
Local 378*

Dora Robinson, Local 376

Tracy Vyfschaft, Local 377

Lori Davis, Local 499

Colleen MacLeod, Local 5107

Laurie Miller, Local 682



Congratulations on a job well done

Dear sisters and brothers,

On behalf of the Executive Board and all 120,000 members of OPSEU, congratulations on your new tentative collective agreement.

There were lots of people who said that the middle of a global recession was no time for unionized workers to be asking for major gains. But you did it. You got major gains in this contract.

Why did you succeed where others are struggling?

There are many reasons why.

First of all, you elected a great bargaining team. Throughout this round, the "seven sisters" displayed intelligence, courage, and grace under pressure. I applaud their achievement.

Second, your campaign was in tune with the times. Working people today are hungry for leadership that will lead them out of this mess. Your campaign made your bargaining goals a solution to the crisis. You told the public that good jobs – not corporate profits – are the bedrock of our economy, and the majority of the public said, "You know, those crazy union people are right!"

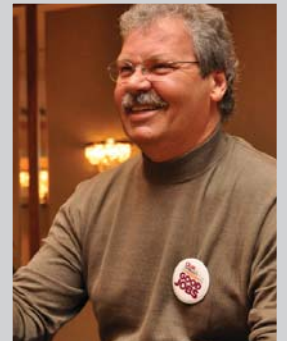
The third reason you succeeded? You worked your asses off. At the bargaining table, in the workplace, in Strike Headquarters across Ontario, you sacrificed your time and poured your sweat into winning this new contract. You should be very proud.

Good work. Congratulations. Give yourself a hand.

In solidarity,

A handwritten signature in black ink, appearing to read 'Warren Thomas'.

Warren (Smokey) Thomas
President, Ontario Public Service Employees Union



Ratification vote set for July

This is your tentative collective agreement

The following pages are a summary of the tentative agreement signed by OPSEU and the LCBO on June 24.

To come into effect, the contract must be ratified by a majority of the bargaining unit in a ratification vote. The ratification vote will be held across Ontario in July. Planning for the vote is under way right now. Watch for exact times and locations in the next *Bargaining Bulletin*.

All seven members of your OPSEU bargaining team are asking you to support your new contract and vote to ratify it. Here's what it includes:

1. A General Wage Increase

In the new contract, LCBO employees will get a pay increase each year, as follows:

April 1, 2009 – 1.75 per cent
April 1, 2010 – 2.0 per cent
April 1, 2011 – 2.0 per cent
April 1, 2012 – 2.0 per cent

OPSEU members in the Ontario Public Service received the same raises in their latest contract.

At the LCBO, pay increases are retroactive to April 1, 2009. You will get your retro pay within three months after ratification.

2. A signing bonus

As a signing bonus, each permanent full-timer will receive \$500 after ratification. Each permanent part-time, seasonal, or casual employee will get a signing bonus of 25 cents for each regular hour worked in the 2008 calendar year.

A few notes on terminology

PLEASE NOTE: In this bulletin, the “existing” or “current” collective agreement means the one that expired on March 31, 2009. The “new” collective agreement means the one that will expire on March 31, 2013 if it is ratified. Also, this summary uses the word “contract” to mean “collective agreement” in all cases. It’s quicker to read.

3. All casuals can reach the top of the grid

Under the existing contract, casuals hired after Sept. 1, 2002 could never reach the top step of the pay grid. Under the new contract, they will.

This is a significant pay hike.

The new wage grid will have five steps instead of the current four. If you are a casual hired between Sept. 1, 2002 and July 31, 2006, you will move from your current top rate of \$16.62 an hour to the new next step of \$17.72.

In a year, you will move up to the top rate of \$18.77 an hour. By then you will be

making \$2.15 an hour more than you are today. That’s a 13 per cent raise.

If you are a casual hired on or after Aug. 1, 2006, you will move up the new grid each year, starting from where you are now. You **will** be able to reach the top.

The new pay grid for casuals

\$13.84 an hour
\$15.22
\$16.62
\$17.62
\$18.77

(PLEASE NOTE: In the new contract, each step on the

grid will actually be higher than these figures because of the General Wage Increase each year).

4. Newer casuals get equal pay in lieu

In the existing contract, casuals receive extra pay (“pay in lieu”) to make up for the fact that they don’t get benefits, holiday pay, or vacation pay. Currently, people hired after Aug. 31, 2002 receive less pay in lieu than those hired on or before that date.

The new contract changes Article 31.2 so that pay in lieu for the newer casuals rises to the same rate it is for the “older” casuals:

- 8 per cent pay in lieu of holidays and benefits, plus
- 6 per cent pay in lieu of vacation (4 per cent if you have 6 months’ service or less).

This means that total pay in lieu for casuals hired after Aug. 31, 2002 rises to 14 per cent of gross pay.

5. Casuals and new seasonals get benefits

As of April 1, 2010, casuals who worked 1,300 hours in the previous calendar year, and have

five years’ seniority, are set to get a prescription drug card, a dental plan, and life insurance.

The prescription drug plan is the same one enjoyed by full-time permanent employees. The dental plan covers basic services up to a maximum of \$1,000 per year per family member. The life insurance coverage for employees is \$10,000.

The same coverage will also apply to seasonals in their first year of seasonal status.

The LCBO estimates the new coverage will apply to 848 employees in the first year, 981 in the second, and a total of 1,083 in the third.

Casuals and new seasonals who qualify for these benefits will no longer receive the 4 per cent pay in lieu of benefits under Article 31.2 of the contract.

6. No short-term layoffs for permanent staff

At the end of April, the LCBO said that it had the right to lay off permanent full-time and part-time staff for up to 90 days, any time of the year. The employer tabled some “guidelines” explaining how these layoffs would occur.

That proposal is now dead as a doornail. The new contract makes no mention of short-term layoffs. In the presence of provincial mediators, the LCBO agreed in bargaining that such layoffs will not happen. Under the legal principle called “estoppel,” they can’t.





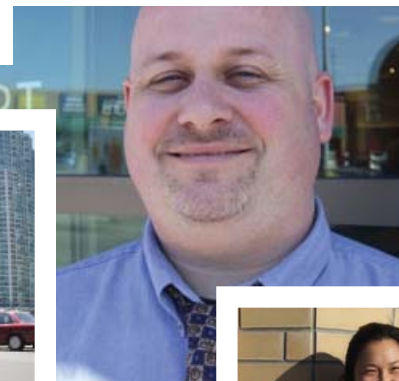
7. More full-time jobs!

In addition to permanent full-time jobs created through the Permanent Vacancy Review, the LCBO has agreed to post 25 new permanent full-time jobs in each year of the new contract. These will be Customer Service Representative jobs in Retail Stores.

Over four years, this means 100 new, well-paid jobs with benefits, a pension, and good job security. It means financial stability for 100 families. It is a major improvement.

8. Job security protections remain

The LCBO started this round of bargaining wanting to remove all existing contract language that protects employees from privatization and technological change. The employer dropped all of those demands. Those protections remain in the new contract.



9. Fixed-terms get first pay hike since 2000

Fixed-term casuals have been stuck at \$10 an hour for nine years. The new contract gives them a significant increase.

Under the new contract, fixed-term casuals do not receive the 1.75 per cent general wage increase as of April 1, 2009. Instead, fixed-term pay will go up from \$10 an hour to \$11.50 as of Nov. 1, 2009. After that, fixed-terms will receive the 2 per cent general wage increase in

2010, 2011, and 2012.

Increasing the pay rate for fixed-terms now sets the stage for eliminating this category in the next round of bargaining and having fixed-term work paid at the regular casual rate.

10. More hours will count towards the PVR

Under the Permanent Vacancy Review (p. 200 of the existing contract), a new permanent full-

time job is created when a casual employee works a certain number of hours per calendar year. The threshold of hours is 1,550 in Head Office, 1,600 in Warehousing, and 1,700 in Retail Stores.

For OPSEU members, a major frustration with the PVR has been that many of the hours a casual works do not count towards the threshold. The new contract removes some of the exceptions and makes more hours count towards the PVR tally.

Under the new contract, hours worked by a casual because a co-worker is off on Long-Term Income Protection (LTIP) will count towards the PVR. So will all hours worked on a split shift. So will hours worked to fill in for a co-worker who is on a leave of absence (except where the leave of absence is for jury duty, bereavement, or union business).

Hours worked by a casual filling in for an absent Special Event Coordinator will count towards the PVR. So will hours worked in a Logistics Facility (for whatever reason) whenever the number of temp agency workers who are working there is more than the number of permanent full-timers who are absent.

The new contract also increases the PVR credit a casual may receive for hours worked while filling in for a co-worker who is on vacation. Under the existing contract, this is either 72.5, 75, or 80 hours depending on where the work is. In the new contract, the “reimbursement credit” will increase to 108.75, 112.5, or 120 hours depending on the job classification.

The PVR is a complex formula. The main point of all these changes is this: Taken together, they will help create more permanent full-time jobs at the LCBO.

11. More hours for casuals through protection of our work

The new contract confirms that it is not the

practice or intention of LCBO management to do bargaining unit work in order to avoid scheduling bargaining unit workers. For the first time, casual workers who can't work because managers are doing their work will have a way to address this problem.

12. Better benefits for PFTs

Under the new contract, permanent full-time workers will receive a number of improvements to their benefit plan. These include:

- coverage for vaccines (Hepatitis A/B, Influenza, Meningitis, Chicken Pox) and allergy serums;
- payment of up to \$35 per visit for acupuncture;
- an increase in vision care from \$225 to \$275 every 24 months;
- an increase in hearing aid coverage from \$600 for both ears on one occasion to \$2,500 for both ears in any 36-month period; and
- a change to the dental plan to cover “pit and fissure” sealants for dependent children age 6 to 18.

The new agreement also ensures that, over the term of the contract, dental fees will always be paid based on the most recent year of the Ontario Dental Association Fee Schedule.

13. No six-day work week in Logistics

At the start of bargaining, the employer had demanded a six-day work week for members in Logistics. That demand was dropped in the new contract.

14. PFTs get 15 Saturdays off

The new contract increases the number of Saturdays off per year for permanent full-

time employees from 12 to 15. This is a good improvement – especially since the employer proposed changing the number to **zero**.

12. Acting pay goes up

Bargaining unit members who fill in for an absent Store Manager will see acting pay rise from the current \$10 a day to \$18 a day over the life of the new contract, as follows:

Nov. 1, 2009: \$12
April 1, 2010: \$14
April 1, 2011: \$16
April 1, 2012: \$18

Employees who fill in for other co-workers in higher classifications will get an extra \$2 an hour, up from \$1.20.

16. Minimum call-in for casuals increases in some situations

Under the new contract, the minimum shift for casuals called in to work will now be three hours, up from two. However, this does not apply if the casual is filling in for a manager or co-worker who is away for training, staff meetings, lunch, or business outside the store. In those situations, the minimum call-in remains at two hours.

17. Retail casuals may apply for a PVR vacancy anywhere

Under Article 31.4 (b) of the existing contract, the employer agrees to consider casuals for permanent full-time vacancies in their geographic area. This does not change under the new contract. However, if the vacancy has been created in a Retail Store as a result of the Permanent Vacancy Review (p. 200 of

the existing contract), then the employer will consider casual applicants from anywhere in the province.

18. More province-wide job options for PFTs

If the new contract is ratified, permanent full-time employees in Retail Stores will have access to job postings anywhere in Ontario when it comes to transfers, promotions, and demotions.

To qualify, employees must have at least three years of permanent full-time seniority. If they do move, they are responsible for their own relocation expenses (unless they are promoted to management). They cannot apply to move again for two years. Seniority will be the determining factor in transfers where qualified employees compete for the same posting.

This new provision does not apply to postings created as a result of the Permanent Vacancy Review.

19. Retail casuals may request a transfer

Under the new contract, casuals in Retail Stores will be able to request a transfer to another location anywhere in Ontario. They may make such a request once a year. If they are transferred, they will keep their seniority and their wage rate.

Any employee who is transferred must pay his or her own moving expenses. He or she may not request a new transfer for at least two years after moving.

20. No arbitrary firings, discipline

In bargaining, the LCBO demanded the right to fire you “for certain offences” without

recourse to the grievance process. The LCBO also wanted to stop you from having a union representative in the room in any meeting that could result in discipline.

The employer dropped both of these demands in the new contract.

21. More compassionate leave

The new contract gives permanent full-timers up to eight days off with pay on “special or compassionate” grounds, an increase from the current six. It also increases the number of leave days for “professional, legal and/or medical appointments” and “parental and/or family related responsibilities” to four days per year, up from three.

These days continue to be charged against attendance credits.

22. More bereavement leave

The new agreement provides four days of bereavement leave, up from three, where the deceased is the employee’s mother, father, step-mother, step-father, son, daughter, step-son, step-daughter, or spouse. These days are not charged against attendance credits.

23. Casuals get access to the EAP

Under the new contract, all permanent full-time, permanent part-time, seasonal and casual employees who have completed their probationary period will have access to the Employee Assistance Program.

24. More time off for union business

The new contract increases the pool of employer-paid days off for union business from

800 per year to 900. The union will only have to give seven days’ notice to the employer of a union-related absence, not 14 days.

25. Leave with pay for Provincial Health and Safety meetings

The new agreement says that OPSEU members on the Provincial Health and Safety Committee are entitled to miss work to attend committee meetings, paid for by the employer. The employer will also pay for Certification Training for union members on the committee, provided no more than three are trained per year.

The LCBO wanted to get rid of the committee altogether.

The employer has admitted that bullying is an important issue and has agreed to work with the union to comply with existing legislation.

26. Training options in Logistics to strengthen seniority

In the existing contract, rules around shift rotation in Logistics Facilities are set out in a Memorandum of Agreement on p. 218. The new agreement allows permanent full-time workers who are not qualified to work the shift they want to request training at their Retail Service Centre. In the new agreement the employer also agrees to provide training to more junior employees to help more senior employees get the shifts they prefer.

27. Respecting seniority for accommodated workers in Logistics

When it comes to the assignment of overtime shifts, the LCBO does not always respect the seniority of workers who are on

accommodation because of injury or illness. The new contract creates an Accommodation List in Logistics, similar to the Overtime List. The new list is a tool to ensure that the LCBO respects the seniority of accommodated workers in Logistics when assigning overtime.

28. Figuring out fair job assignments in Logistics

The Durham warehouse has created a framework aimed at making job assignments as fair as possible. The employer and the union have agreed to try to improve this framework and try to apply it at the London, Ottawa, and Toronto warehouses.

29. More money for safety shoes and boots

Where employees must wear safety footwear, the new agreement gives permanent full-time, seasonal and casual employees \$150 per year, up from \$125.

30. Wash-up time, breaks remain

Early on in bargaining, the LCBO proposed the elimination of “wash-up time” in Logistics Facilities. The employer withdrew this demand.

The 10-minute wash up time and five-minute extension of lunch in the existing contract are replaced by a second 15-minute break in the new contract, to be scheduled at the end of shifts.

The LCBO also dropped its former position that seasonal workers had no right to breaks or lunch periods. The new contract reads:

- There shall be one fifteen (15) minute paid rest period during each four (4) consecutive hours worked.
- A seasonal employee who works in excess of five (5) regular hours shall receive one half hour off without pay for a meal period.

31. New hires will know about the pension plan

Under the new contract, all new hires at the LCBO will receive information about their pension plan in their LCBO orientation package.



There's more

This issue of the LBED *Bargaining Bulletin* is an overview only. It does not include every point covered in the 30-page Memorandum of Agreement signed on June 24. For example, “housekeeping” matters are not included here. Issues like pay equity, or improving the relationship between the LCBO and its union, are also not included in this bulletin. However, the LCBO and OPSEU have agreed to continue working on them.

The complete Memorandum of Agreement is available on the OPSEU web site at www.opseu.org/lbed/2009bargaining/MOAlldocs.pdf.

Your bargaining team

The OPSEU bargaining team for the Liquor Board Employees Division consists of seven members:

Vanda Klumper, Chair, OPSEU Local 165
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Denise Davis, Vice-Chair, Local 378
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Lori Davis, Local 499
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Colleen MacLeod, Local 5107
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Laurie Miller, Local 682
lauriem3@sympatico.ca

The bargaining team is assisted by OPSEU Senior Negotiator Rob Field, Senior Researcher Joyce Hansen, and other assigned staff.

Meet your mobilizers!

OPSEU mobilizers are your co-workers at the LCBO. They're the direct link between you and your bargaining team. The following people are mobilizers in the OPSEU locals indicated.

Guy Jeremschuck: Local 162

Dave Holmes: Local 163

Mike Robertson: Local 164

Mike Sullivan: Local 165

Bonnie Jolley: Local 284

Paula Sossi: Local 285

Deb Altoft: Local 286

Shawn Swayze: Local 287

Matt Savelli: Local 287

Frank Gullace: Local 288

Maria Bauer: Locals 375, 376

Doug Parks: Locals 377, 378

Eileen Allen: Local 379

Terri Taylor: Locals 497, 498

Devon Ford: Locals 499, 4100

Kevin Ramsay: Locals 5107, 5110

Roberto Ianni: Locals 5108, 5111

Craig Hadley: Locals 5109, 5110, 5111

Mellisa Jackson: All Locals in OPSEU Region 6

Anne Makela: All Locals in Region 7

EAP Hotline: 1-800-263-1401

The LCBO Employee Assistance Program is a confidential, hassle-free counseling service for eligible LCBO employees and their immediate families. For assistance, call 1-800-263-1401. To find out more about the program, visit: www.opseu.org/lbeb/eap.

Your 2009 Bargaining Bulletin

is authorized for distribution by Vanda Klumper, Chair, Liquor Board Employees Division, and Warren (Smokey) Thomas, President, OPSEU.

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Stay informed

As negotiations pick up speed, make it your priority to stay on top of bargaining news.

1. Attend upcoming bargaining information meetings (see listing on the OPSEU web site at www.opseu.org/lbed/collective.htm).
2. Receive this bargaining bulletin (and our regular newsletter, the *Echo*) directly by e-mail. Just call OPSEUdirect at 1-800-268-7376 or (416) 443-8888 and give the operator your name and e-mail address.
3. Bookmark the address at www.opseu.org/lbed/collective.htm on the OPSEU website to learn more about what's happening in bargaining.

