

AGREEMENT
between
LIQUOR CONTROL BOARD OF ONTARIO &
LIQUOR LICENCE BOARD OF ONTARIO
and
ONTARIO LIQUOR BOARDS
EMPLOYEES' UNION

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Effective
January 1, 1989

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
*	Preamble	5
*	1 Recognition	5
*	2 Relationships	8
*	3 Dues and Information	9
*	4 Seniority	10
*	5 Job Security	11
*	6 Hours of Work and Overtime	15
*	7 Paid Holidays	21
*	8 Vacation & Vacation Credits	22
	9 Attendance Credits	25
*	10 Attendance Bonus	26
*	11 Termination Payments	27
*	12 Sickness & Injury Leave	29
	13 Special or Compassionate Leave	30
	14 Military Leave	31
	15 Leave Without Pay	31
	16 Court Witness	31
	17 Bereavement Leave	32
	18 War Disability Pension	32
*	19 Maternity & Adoption Leave	32
*	20 Employees' Group Insurance & Medical Benefits Plans	34
*	21 Assignments & Job Postings	45
*	22 Uniforms, Attire & Special Allowances	48
	23 Statutory Provisions	50
	24 Entitlement on Death	50
*	25 Salaries	51
*	26 Employee Files & Discipline	51
*	27 Grievance Procedure	52
	28 Stock & Cash Shortages	56
	29 Utilization of Permanent Part-Time Employees & Casuals	56
*	30 Expenses of Moving on Transfer	57
	31 Casuals	57
*	32 Safety Committee	60
	33 Permanent Part-Time Employees– Application	61
	34 Other Applicable Articles–Permanent Part-Time Employees	61
*	35 Definitions–Permanent Part-Time Positions	62

*	36	Seniority—PermanentPart-Time Employees	62
*	37	Hours of Work & Overtime	63
	38	Paid Holidays	66
	39	Vacation& Vacation Credits	67
	40	Attendance Credits	69
*	41	Termination Payments	70
	42	Sickness & Injury Leave	71
	43	Special & Compassionate Leave	73
*	44	Bereavement Leave	73
*	45	Maternity & Adoption Leave	74
	46	Uniforms, Attire & Special Allowances	75
	47	Job Security	76
*	48	Employees' Group Insurance & Medical Benefits Plans	80
	49	Technological Change	87
	50	Video Display Terminals	88
*	51	Term of Agreement	89
*		Schedule of Casual Hourly Wage Rates	
		Salary and Classification Schedule	94
*		Letters of Agreement	
		–KilometerRates	126
		–Leave of Absence for Union Business on a Full-Time Basis	128
		St o r e Maintenance Duties	129
*		–Temporary Replacement of Store Manager	129
*		–Overtime	130
*		–Employee Assistance & Trauma Response	131
*		–French Language Services	132
*		–Point of Sales Project	133
		–Rest Period—Head Office & Warehouse Office	134
*		–PPT Implementation	135
*		–Modified Work	136
*		–Remembrance Day	137
*		Appendix 1—Rescheduled Hours	138
*		Appendix 2—Expedited Arbitration	140
		Appendix 3—Local Labour Management Committee	143
*		Appendix 4—LLBO-Averaging of Hours	145

*Indicates change from previous agreement

THIS AGREEMENT
BETWEEN

**THE LIQUOR CONTROL BOARD OF ONTARIO
AND THE LIQUOR LICENCE BOARD OF ONTARIO**

(herein referred to as the “Employers”)

–and–

THE ONTARIO LIQUOR BOARDS EMPLOYEES’ UNION

(herein referred to as “the Union”)

PREAMBLE

1. The general purpose of this Agreement is to establish and continue harmonious relations between the Employers 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.

ARTICLE 1

RECOGNITION

- 1.1 (a) The Employers recognize the Union as the exclusive bargaining agent for all employees in classifications shown in Salary and Classification Schedule appended hereto.
- (b) Solely for the matters dealt with in Article 31, Casuals, the Employers recognize the Union as the exclusive bargaining agent for employees employed as casuals.
- 1.2* The union will be provided with copies of the class standards and any amendments as they are made from time to time. Prior to the implementation of amendments the Union will be provided with the opportunity to consider

and respond to the Employers' proposals.

16-3

1.3 In the event the Employers introduce a new classification during the life of the Agreement, they shall immediately notify the Union of such classification and the proposed rate. If there is disagreement as to the rate the Employers **and** the Union shall meet to discuss a rate for the classification and, failing settlement, the Union may process a grievance, commencing under Article 27.5.

1.4* (a) The Employers agree to recognize Union Representatives as designated by the Union.

* (b) The Union shall provide the Employers with an updated list, of union representatives and revisions to this list as they occur.

63K-1

1.5* (a) Effective January 1, 1989, a pool of eight hundred (800) days shall be established for the use of Union Representatives in each calendar year. At the written request of the Union **of** at least fourteen (14) days, where practicable, and with the approval of the Employers, Union Representatives shall be entitled to be absent from work to attend to their official duties and such absences shall be charged against the established pool. No individual Union Representative will be allocated more than twenty (20) days per calendar year, with the exception of Members of the Executive and the Board of Directors who shall be entitled to be absent from work to attend meetings of the Executive and the Board of Directors for up to *two (2)* additional days per month. If a Union Representative requires a portion of a day, such absence shall be charged against the pool on a pro rata basis. The leave shall be without loss of pay, credits or regular days off.

63D-1 |

It is understood that this clause also applies to the negotiating committee of the Union which will be comprised of a maximum of five (5) employees for the purpose of preparing for negotiations.

1.5* (b) (i) The Employers shall also provide leave of absence without pay for Union Representatives engaged in their official duties.

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(ii) During such leaves of absence the salary of the Union Representative shall be maintained with the Union reimbursing the Employers for any

- salary and benefits paid for the employee.
- * (iii) The union shall notify and seek approval from the Employers at least seven (7) days in advance for all requests for unpaid leaves.
- 1.6** The Employers further agree to recognize a Steward of the Union in each of the Employer's warehouses and three (3) Stewards per zone in each of the zones referred to in Article 1.4. The function of the Steward shall be to serve as the official spokesperson for employees of the warehouses and stores represented.
- 1.7"** A Committee composed of six (6) members for the Union and six (6) members for the Employers will meet every three months, or as required, to discuss issues arising out of this agreement, or otherwise as mutually agreed upon. 6-1
- 1.8"** Upon notification to and with approval of the Employers, a Zone Representative or his appointed alternate shall be entitled to be absent from work for the purpose of attending the funeral of a member of the zone that he represents without loss of regular pay, vacation credits or regular days off over and above the maximum allowed under Article 1.5.
- 1.9** The Employers agree to recognize and deal with the Negotiating Committee of employees selected by the Union which may be assisted by representatives of the Union for the purpose of negotiating a renewal of this Agreement in conformity with the provisions hereof.
- 1.10** Upon notification to and with the approval of the Employers the members of the Negotiating Committee shall be entitled to be absent from work for the purpose of attending Contract Negotiations without loss of regular pay, vacation credits or regular days off over and above the maximum allowed under Article 1.5(a).
- 1.11** It is understood that the leaves requested by the Union may be withheld if such leaves disrupt the Employers' operations.

ARTICLE 2

RELATIONSHIPS

- 2.1** The Employers and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union, or because of the exercise by an employee of a right under this Agreement or under the Crown Employees Collective Bargaining Act.
- 2.2** The Union agrees that no employee or Union official will solicit membership in the Union, collect dues or engage in any Union activity on the Employers' premises or during the working hours of an employee, except as provided for in this Agreement.
- 2.3** Violation by an employee of any of the foregoing provisions shall be cause for discharge or discipline, subject to the provisions of the Grievance Procedure of Article 27.
- 2.4** The Employers agree to permit the use of the cafeteria in Head Office by the Union for the purpose of meetings with its membership provided such meetings are conducted after working hours and that written notice of such meetings is given to the Employers by the Union and that expenses involved are the responsibility of the Union.
- 2.5*** It is agreed the Employers and the Union may enter into local negotiation, such that are appropriate as not being excluded by the provisions of the Crown Employees Collective Bargaining Act. Such negotiations shall not be subject to the mediation and arbitration procedures under the Act, provided, however, that nothing shall preclude a grievance alleging a violation of the Collective Agreement in the said Act. Employees attending meetings for this purpose shall be given time off with no **loss** of pay, or credits to attend such meeting provided prior approval has been granted by his/her Supervisor.
- 2.6** The Employers agree that representatives **of the** Union may visit the Employers' premises and confer with

employees under proper authority of the Employers, which shall not be unreasonably withheld.

- 2.7 The Employers agree to permit the Union to post notices pertaining to Union business in Employers' establishments provided such notices receive the Employers' approval before being posted and such notices shall not be unreasonably withheld from posting.
- 2.8* An employee has the right to be accompanied by a union representative when filing a complaint under the Employers' policy on Personal Harassment.

ARTICLE 3

DUES AND INFORMATION

- 3.1 Each employee shall have deducted from his regular pay the equivalent of the membership dues of the Union.
- 3.2 The term "membership dues" shall mean the regular dues of the Union as duly authorized by its membership in conformity with the Constitution of the Union.
- 3.3 The deductions made pursuant to Article 3.1 shall continue for the term of this Agreement. All monies so deducted shall be remitted to the Union within two (2) weeks of the date that the deductions were made.
- 3.4 The Employers shall supply the Union with lists on written request showing the names of the members of the bargaining unit of the Union together with their departments and/or store numbers, classification, social insurance number and sex, present salary step, date of appointment, date of continuous service, and home address, not more than twice a year.
- 3.5 The Employers shall also supply, on written request by the Union, no more than twice yearly a listing of all employees within the bargaining unit alphabetically by classification.
- 3.6 The Employers agree to supply the Union, monthly, with the names and dates of termination of any full-time employees in the bargaining unit.
- 3.7* The Union shall supply to the Employer a list containing the names of Zone Representatives, Stewards, and Employee Representatives, their store or department

numbers and the numbers and locations of the stores or departments for which they are responsible. Changes to this list shall be in writing as they occur.

- 3.8* The Union agrees to compensate the Employers for direct costs associated with any required systems, systems development, and computer time required to produce information. The Union will provide ancillary items (i.e. tapes, reels, discs, etc.) required to the appropriate standards of the Employers.
- 3.9* The Employer will continue to provide information which will include the employee's social insurance number and sex, This information will be provided in a form and format appropriate to the needs of the Union.

ARTICLE 4

SENIORITY

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4.1 (a) Unless otherwise specified in this Agreement, an employee's seniority will accumulate upon completion of a probationary period of not less than ~~six (6) months~~ and will be calculated from his first day of work of his most recent appointment to the permanent full-time staff of the Employers. An employee appointed to the permanent full-time staff from the casual staff shall, upon completion of the probationary period, be credited with seniority from July 1, 1985 calculated in accordance with the formula described in Article 4.1(b)(i).

886-1
(b) (i) Notwithstanding Article 4.1(a), where a permanent ~~part-time~~ employee covered by the provisions contained in Article 33, Permanent Part-Time Employees, of the Collective Agreement, becomes a permanent full-time employee, any service as a permanent part-time employee which forms part of this unbroken service on the permanent staff shall for the purpose of seniority, be calculated according to the following formula:

$$\frac{\text{Total hours of work}}{\text{Full Time Hours of Work for the Class (Weekly)}} \div 52.17857 = \text{number of years of Full seniority}$$

*Example
Store Employee*

- Total hours of work from July 1, 1985 as a Permanent Part-Time and/or Casual employee 4,800
 - Full time hours of work for the class (weekly) 40
 - Seniority on becoming a Permanent Full Time employee
- $$\frac{4800}{40} \div 52.17857 = 2.30 \text{ years or 2 years \& 110 days}$$

- 4.1 (b) (ii) In addition, any seniority credited an employee upon appointment as a Permanent Part-Time Employee for service as a casual (refer to Article 36.1(a)) shall also be credited upon appointment to the permanent full-time staff.
- 4.2* An employee will lose all seniority and his employment shall be deemed to be terminated if
- (a) an employee resigns or retires; or
 - (b) an employee is dismissed unless such dismissal is reversed through the grievance procedure; or
 - (c) an employee is absent without leave in excess of ten (10) consecutive working days.

ARTICLE 5

JOB SECURITY

- 5.1 Where a lay-off may occur for a period in excess of ninety (90) calendar days by reason of shortage of work or funds or the abolition of a position or other material change in organization, the identification of a surplus employee in an establishment and subsequent assignment, displacement or lay-off shall be in accordance with seniority subject to the conditions set out in this article. It is understood that for the purpose of this article the employees of each Employer constitute separate units.

- 5.2** For the purpose of this article:
- (a) An “establishment” is an employee’s headquarters at or from which an employee normally performs his duties.
 - (b) (i) A “work area” includes all Employer establishments within a fifty (50) kilometre radius of any given establishment.
 - (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.
 - (c) It is understood that when it is necessary to assign surplus employees in accordance with this article, the provisions of Article 21 shall not apply.
- 5.3** (a) Where an employee is identified as surplus, he shall be assigned on the basis of his seniority to a vacancy in his work area, provided he is qualified to perform the work and the salary maximum of the vacancy is not greater than two percent (2%) above nor sixteen percent (16%) below the maximum salary of his class as follows:
- a vacancy which is in the same class or position as the employee’s class or position;
 - a vacancy in a class or position in which the employee has served since his appointment date;
 - another vacancy.
- (b) Where an employee is assigned under (a) above to a position in a class with a lower maximum salary than the maximum salary for the class of the position from which he was assigned, he shall continue to be entitled to salary progression in accordance with Article 21.1 to the maximum salary of the higher classification, including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the assignment takes effect.
- 5.4** With mutual consent (employee and Employer), a surplus employee shall be assigned on the basis of his seniority to a vacant position in another work area provided he is qualified to perform the work and the salary maximum of the vacancy is not greater than two percent

(2%) above nor sixteen percent (16%) below the maximum salary of his class.

- 5.5** An employee who does not accept an assignment in accordance with Article 5.3, shall be laid off and the provisions of Article 5.7 shall not apply.
- 5.6** Where an employee has not been assigned to a vacancy in accordance with Articles 5.3 or 5.4, he shall be subject to lay-off in accordance with the following applicable provisions.
- 5.7** An employee who has completed his probationary period and who is subject to lay-off as a surplus employee shall have the right to displace an employee who shall be identified by the Employer in the following manner and sequence:
 - (a) Within the surplus employee's work area, the Employer will identify the employee with the least seniority in the same class in which the surplus employee is presently working and if such employee has less seniority than the surplus employee, he shall be displaced by the surplus employee, provided that the surplus employee is qualified to perform the work of such employee.
 - (b) Failing the opportunity for displacement under (a) above, the Employer will review the classes in the same class series within the surplus employee's work area, in descending order, until a class is found in which the employee with the least seniority in the class has less seniority than the surplus employee. Such employee shall be displaced by the surplus employee, provided that the surplus employee is qualified to perform the work of such employee.
 - (c) Failing the opportunity for displacement under (b) above, the Employer will review the classes in any other class series in which the surplus employee has served since his appointment date within the surplus employee's work area, in descending order, until a class is found in which the employee with the least seniority in the class has less seniority than the surplus employee. Such employee shall be displaced by the surplus employee, provided the surplus employee is qualified to perform the work of such employee.

* (d) Failing the opportunity for displacement under (c) above, the Employer will review any Permanent Part-Time positions within the surplus employees store in descending order of hours until a position is found where the surplus employee has more seniority than the employee occupying the position. Such employee shall be displaced by surplus employee, provided the surplus employee is qualified to perform the work of such employee.

5.8 Where no displacement is possible under Article 5.7 or where an employee chooses not to exercise those rights, he shall be laid off.

5.9 An employee who intends to exercise his rights under Article 5.7 must notify the Employer as far in advance as possible but not later than two (2) weeks prior to the effective date of his lay-off **or** he shall be deemed to have opted to be laid off.

5.10 An employee who is displaced by an employee who exercises his rights under Article 5.7 shall be declared surplus and the provisions of this article shall apply.

5.11 An employee shall receive a notice of lay-off or pay in lieu thereof as follows:

- (a) two (2) weeks' notice if his seniority is less than five (5) years;
 - (b) four (4) weeks' notice if his seniority is five (5) years or more but less than ten (10) years; and
 - (c) eight (8) weeks' notice if his seniority is ten (10) years or more; -
- with copies of such notice to the Union.

28-040

5.12 An employee who is laid off shall be placed on a recall list.

5.13 An employee on the recall list shall be notified of all vacancies, including those posted in accordance with Article 21. Notices shall be forwarded by registered mail to the employee's last known address. Such employee ~~shall~~ be assigned to the vacancy if

27D-1

- (a) he applies therefore within fourteen (14) days, and
- (b) he has the greatest seniority amongst the eligible applicants, including ~~those~~ those who are being considered in accordance with Article 21.5(a) and he is qualified to perform the work.

- 5.14** Relocation expenses resulting from any assignments under this article shall be the responsibility of the employee.
- 5.15** Where an employee who has been laid off is assigned under this article to the same position or a position in the same class as the position he occupied at the time of lay-off, he shall be assigned to the step within the salary range applicable to the position, equivalent to the step at which he was paid at the time of lay-off.
- 5.16** Where an employee is assigned under this article to a position with a classification having a different maximum salary than the maximum salary of the employee's position prior to assignment or lay-off, the employee shall be paid at the rate closest to but not greater than the rate he was receiving prior to the assignment or lay-off. This provision shall not apply to an employee promoted under Article 5.13.
- 5.17** An employee shall be removed from the recall list after two (2) years of continuous lay-off. *29-24*
- 5.18** In no case will the Employers train a new employee for a vacancy or a new position where there is a surplus employee who has not been assigned under any other provision of this Article or any person who has rights under Article 5.13 who could qualify for the vacancy through the same training program, and where that surplus employee or other person agrees to accept retraining in lieu of all other rights set out in this Article.
- 5.19** The Employers shall provide the Union with recall lists and amendments thereto.

ARTICLE 6

HOURS OF WORK AND OVERTIME

- 6.1** For the purpose of this Article:
- (a) "overtime" means a period of work computed to the nearest fifteen (15) minutes and,
- (i) performed on a regular working day in excess of the regular working period consisting of at least fifteen (15) minutes, or,
- (ii) performed on a holiday or other day that is not a regular working day but shall not occur

where the work performed is due to shift rotation.

- (b) the starting time of the work week shall be Monday, 12:01 a.m.


6.2 (a) The Employers shall prescribe the number of hours in each working day not exceeding ~~eight (8) hours~~ for the various departments or establishments of the Employers. Normal hours of work will be as follows:

- (i) Stores:
9:00 a.m. to 6:00 p.m. (day shift)
2:00 p.m. to 9:00 p.m.
(second shift—9 p.m. closing)
3:00 p.m. to 10:00 p.m.
(second shift—10:00 p.m. to closing)
+5:30 p.m. to 12 midnight
(second shift—midnight closing)
+No fifteen (15) minute rest periods
- (ii) Warehouses:
8:00 a.m. to 4:00 p.m. (day shift)
No fifteen (15) minute rest periods during the afternoon
4:00 p.m. to 10:30 p.m. (night shift)
No fifteen (15) minute rest periods
- (iii) LCBO/LLBO Head Office and Warehouse Offices (Monday through Friday, inclusive):
Between 7:30 a.m. and 9:30 a.m. to between 3:30 p.m. and 5:30 p.m.
- (iv) Toronto Airport Stores:
6:00 a.m. to 1:00 p.m.
8:00 a.m. to 4:30 p.m.
1:00 p.m. to 8:00 p.m.
2:00 p.m. to 9:00 p.m.
4:00 p.m. to 11:00 p.m.

- (b) Normal hours of work may be subject to change by the Employers depending upon local conditions.

* (c) Employees classified as Liquor Licence Inspectors, Stationary Engineers, Field Auditors, Systems Officers 1, Systems Officers 2 and Systems Officers 3 who perform authorized work in excess of their respective hours, in excess of eight (8) hours per day or forty (40) hours per week or seven and one quarter ($7\frac{1}{4}$) hours per day or thirty six and one quarter ($36\frac{1}{4}$) hours per week, they shall be paid at overtime rates as defined in Article 6.6 and 6.7.

- (d) Where an employee covered by sections (a) (i) and (a) (iv) above is required to work before twelve (12) hours have elapsed since the completion of the employee's previous shift, he shall be paid time and one-half (1½) for those hours that fall within the twelve (12) hour period.
 - (e) An employee who is scheduled to work the second shift on one day will not be scheduled to work beyond 6:00 p.m. on the day immediately following, if scheduled to work the day shift.
- 6.3** Hours per week may vary according to the classification of the position and in accordance with the schedule in which the classification is listed (Salary and Classification Schedule attached to this Agreement).
- 6.4** (a) (i) Hours of work shall be posted at least two (2) weeks in advance for each establishment and there shall be no change in the schedule after it has been posted unless notice is given to the employee one (1) week in advance of the starting time of the shift as originally scheduled. If the employee is not notified one (1) week in advance he shall be paid at the same hourly rate which would apply to overtime hours worked on that day for all hours worked outside his posted scheduled hours.
- (ii) Hours of work may be changed without any premium or penalty if agreed upon between the employee and management.
 - (iii) Days off for store employees will be on a rotational basis unless otherwise mutually agreed to in writing by the employee and his supervisor. However, the Employer agrees to provide for employees who work in stores other than those that observe a weekly closing day, twelve (12) Saturdays off on a rotational basis as part of their regular days off each contract year. Days off for employees working a day shift in double shift stores will be on a rotational basis, Monday through Friday, unless otherwise mutually agreed to in writing by the employee and his supervisor. Saturday will normally be the day off for employees engaged on the second shift. The provision whereby twelve (12)

- * (c) Liquor Licence Inspectors, Field Auditors, Systems Officers 1, Systems Officers 2, and Systems Officers 3 who perform authorized work under Article 6.2 shall take lieu days in payment of such overtime work providing work demands on Field Auditors, Systems Officers 1, Systems Officers 2, and Systems Officers 3 are such to permit the Employers to grant such lieu days no later than the end of the second month following the month in which the overtime occurred. Where this is not the case, persons in these classifications shall be paid overtime rates in accordance with Article 6.6(a). 
- (d) Where an employee is required to work on a Sunday as part of that employee's regular shift, the employee is to be paid at the rate of one and one half (1½) times the regular hourly rate of the employee. ⁴³⁻ _{10/1000}
- (e) Where an employee is required to work on a Sunday, provided the Sunday is not part of the employee's regular shift, the employee shall be paid at the rate of twice the regular hourly rate of the employee. ✓
- 6.7 Except as provided in Article 6.5 overtime rates shall be applicable from the time an employee completes his basic work day determined from the time he commences work, but only if a minimum of fifteen (15) minutes in excess of the basic hours are worked, and overtime rates shall be paid to the nearest fifteen (15) minutes. An employee who works three (3) hours in excess of his basic working hours shall receive one half (½) hour off with pay for a lunch period.
- 6.8 Authorized work performed in excess of five (5) regular days during any week, or five (5) days less one (1) day for each paid holiday (as defined in Article 7) during that week, shall be paid at the overtime rates, subject to the other provisions of this Agreement.
- 6.9 Scheduled overtime worked shall be paid the incumbent in accordance with the provisions herein established even though such overtime may subsequently be declared unnecessary.
- 6.10 (a) Where an employee is required to report for any period of work on a day that is not a regular work-

ing day, or on his scheduled day off, he shall be entitled to a credit of a minimum of four (4) hours of pay at overtime rates, but where an employee performs work for more than four (4) hours after being so required to report for work, he shall be entitled to a minimum of eight (8) hours of pay at the overtime rate.

46D-1

(b) An employee who leaves his place of work and is subsequently called back to work prior to the starting time of his next scheduled shift shall be paid a minimum of four (4) hours of pay at the overtime rate.

6.11 Two (2) or more kinds of overtime will not be paid for the same hours worked.

46-01

6.12*(a) The Employer agree to pay a premium of \$5.50 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 the person designated to act for the Assistant Manager in his/her absence while working the second shift.

Effective July 1, 1989 the premium under this provision shall be \$1.00 per hour for each hour worked in an acting capacity, provided he/she is assigned to act for a minimum of three (3) consecutive hours.

* (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 eighty cents (80¢) per hour for each hour such duties are performed provided he works a minimum of two (2) continuous days in the higher classification.

Effective July 1, 1989, the premium under this provision shall be one dollar (\$1.00) per hour.

(c) A Liquor Store Clerk Grade 4 when acting as a Manager in a "C" store shall be paid a premium in accordance with section (a) above.

6.13 There shall be one (1) fifteen (15) minute rest period during each half (1/2) shift or each half (1/2) work day. Such rest period shall be at times designated by the

Store Manager or Department Head (except with respect to rest periods referred to in Article 6.2).

- 6.14 Where employees are required to work on a shift basis such employees shall work the shifts on a rotational basis unless otherwise mutually agreed to in writing by the employee and his supervisor.
- 6.15* (a) An employee whose position is classified in a class that receives a shift premium as indicated in "Salary and Classification Schedule" shall receive a shift premium of fifty-five cents (55¢) per hour for all hours worked between 6:00 p.m. and 7:00 a.m. Where more than fifty percent (50%) of the hours fall within this period the premium shall be paid for all hours worked. Effective January 1, 1990, this premium shall be sixty cents (60¢) per hour.
- (b) Shift premium shall not be considered as part of an employee's basic hourly rate.
- 6.16 It is understood and agreed that other arrangements regarding hours of work and overtime may be entered into between the parties with respect to variable work days or variable work weeks which includes compressed work week arrangements.
- 6.17 Provisions pertaining to hours of work and overtime that are applicable to Liquor License Inspectors, are specified in Appendix 4, The Memorandum of Agreement for "Annual Averaging of Hours—Liquor Licence Inspector".

ARTICLE 7

PAID HOLIDAYS

- 7.1 An employee shall be entitled to the following paid holidays each year: New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, 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, such holiday shall be deemed to be a paid holiday.

- 7.2 Special holidays as proclaimed by the Governor-General or Lieutenant Governor as referred to in Article 7.1 which are granted during vacation leave shall be computed as part thereof but no other holidays shall be computed therein.
- 7.3 Where a paid holiday occurs on a Saturday or on a Sunday, employees will be granted a day in lieu of such paid holiday as allocated by the Employers.
- 7.4 Where employees are required to perform work on a paid holiday (refer to Article 7.1) such employees shall be entitled to receive payment in the amount of ~~three (3) times their regular straight time hourly rate for all hours worked on such holiday.~~ ^{three (3)} times their regular straight time hourly rate for all hours worked on such holiday.
- 7.5* For the purpose of this Article:
“holiday” means a day on which a holiday falls or the day that is allowed in lieu thereof when the employee is required to work on the day of the holiday.
- 7.6* Where an employee is required to report for any period of work on a paid holiday, he shall be entitled to a credit of a minimum of four (4) hours at two (2) times his regular hourly rate of pay. Where an employee performs work for more than four (4) hours after being so required to report for work, he shall be entitled to a minimum of eight (8) hours at two (2) times his regular hourly rate of pay.

ARTICLE 8

VACATION AND VACATION CREDITS

- 8.1 An employee may take vacation leave of absence only to the limit of his accumulated vacation credits, may not take vacation leave of absence during his first six (6) months of service (which includes a period served in the OPS immediately prior to appointment to the Employers) and his accumulated vacation credits shall be reduced by the vacation leave of absence taken.
- 8.2 An employee who leaves the Employers after serving less than six (6) months service shall receive vacation pay at the rate of four percent (4%) of salary paid to the employee during this period.

- 8.3 Pay in lieu of vacation credits is payable on separation or on death of an employee from the Employers when an employee has been with the Employers for six (6) months or more.
- 8.4 (a) An employee may accumulate vacation credits to a maximum of twice his rate of accrual but shall be required to reduce his balance of credits to a maximum of one (1) year's accrual by each December 31st.
- (b) Where the Employers are unable to grant an employee his vacation entitlement following proper notice in accordance with the established procedures, the employee shall not lose vacation credits or pay.
- 8.5 An employee will be credited with his vacation for a calendar year at the beginning of each calendar year.
- 8.6* (a) Effective July 1, 1988, vacation credits shall accumulate pro rata for each month of service as follows:
- * (i) one and one-quarter ($1\frac{1}{4}$) days per month for up to and including eight (8) years of service;
 - * (ii) one and two-thirds ($1\frac{2}{3}$) days per month after eight (8) years of service; or
 - * (iii) two and one-twelfth ($2\frac{1}{12}$) days per month after seventeen (17) years of service.
- * (b) Effective July 1, 1989, vacation credits shall accumulate pro rata for each month of service as follows:
- (i) one and one-quarter ($1\frac{1}{4}$) days per month for up to and including eight (8) years of service;
 - (ii) one and two-thirds ($1\frac{2}{3}$) days per month after eight (8) years of service; or
 - * (iii) two and one-twelfth ($2\frac{1}{12}$) days per month after sixteen (16) years of service.
- * (c) Effective July 1, 1990, vacation credits shall accumulate pro rata for each month of service as follows:
- (i) one and one-quarter ($1\frac{1}{4}$) days per month for up to and including eight (8) years of service;
 - (ii) one and two-thirds ($1\frac{2}{3}$) days per month after eight (8) years of service;
 - * (iii) two and one-twelfth ($2\frac{1}{12}$) days per month after sixteen (16) years of service; or

* (iv) two and one-half (2½) days per month after twenty seven (27) years of service.

(d) Where an employee has completed twenty-five (25) years of service there is added on that occasion only, five (5) days vacation credits.

(e) An employee who has completed twenty-five (25) or more years of service and who is in his sixty-fifth (65th) year shall be entitled to one (1) week pre-retirement leave during the twelve (12) month period immediately preceding the employee's retirement date. It is understood and agreed, however, that should the employee's retirement date coincide with the anniversary of his twenty-fifth (25th) year of service he shall not be entitled to the five (5) days vacation credits provided for above and the maximum vacation entitlement under this subsection in any year shall be six (6) weeks.

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8.7 Except as provided under Article 8.8 below, an employee is entitled to vacation credits under Article 8.6 in respect of a calendar month in which he is at work or on leave of absence with pay for at least one (1) full day.

8.8 Vacation credits are credited in full for the first month to new employees who commence work on the first working day of the month. Vacation credits are reduced to three-quarter (¾) day for the first month to new employees starting on or after the second working day and on or before the twelfth (12th) working day of that month. Vacation credits are not credited for the first month to new employees starting after the twelfth (12th) working day of that month.

8.9 Where vacation leave-of-absence is applied under Article 12.2 an employee may apply to the Employers for leave-of-absence without pay, after return to duty from sick leave and within a twelve (12) month period, equal to the vacation credits applied to his deficit of attendance credits.

8.10 Provided the Employers' operation are not disrupted approval will be given to the preference of employees in scheduling of vacation and no change will be made in such vacation schedule except by mutual agreement between the Employers and the employee.

8.11 On the basis of seniority, approval will be given to employee's request to observe at least two (2) consecutive weeks of vacation which may occur during the period from the Monday nearest May 1st to the first Saturday in October, provided the Employers operations are not disrupted. This section applies for vacation purposes only and store managers within the bargaining unit are excluded from the seniority requirements in this section only.

ARTICLE 9

ATTENDANCE CREDITS

- 9.1** In this Article "attendance year" means the period from the 1st day of January in a year to and including the 31st day of December in the same year.
- 9.2** An employee is entitled to an attendance credit of fifteen (15) days in respect of each attendance year at the commencement of each attendance year and such attendance credits will be added to those accumulated by the employee. 7. 17227
- 9.3** An employee who commences his employment after the first regular working day of an attendance year is entitled,
- (a) to an attendance credit in days computed by multiplying by one and one-quarter ($1\frac{1}{4}$) the number of whole months remaining in the attendance year calculated from and including the date of commencement of his service; and
 - (b) where he commences his service after the first regular working day but not later than the twelfth (12th) regular working day of his first month of service, to an attendance credit of three-quarters ($\frac{3}{4}$) of a day in respect of his first month of service.
- 9.4** An employee is entitled to attendance credits under Article 9.2 in respect of a calendar month in which he is at work or on leave-of-absence with pay for at least one (1) full day.
- 9.5** Notwithstanding the provisions of Article 9.4, an employee is not entitled to attendance credits under

Article 9.2 in respect of a month in which the employee is absent from work,

- (a) without leave;
- (b) by removal from employment for cause; or
- (c) without pay for the whole calendar month.

ARTICLE 10

ATTENDANCE BONUS

10.1 In this Article,

- (a) “attendance year” means the period from the 1st day of January in a year to and including the 31st day of December in the same year; and
- (b) “unused attendance credits” means attendance credits to which an employee is entitled for the attendance year less any attendance credits used during that attendance year.

10.2* Within four (4) weeks after the close of an attendance year an employee shall,

(a) elect to have all his unused attendance credits for the attendance year added to his total of accumulated attendance credits; or

(b) if he has not elected under clause (a), be paid a bonus of,

- (i) one-fifth ($1/5$) of his unused attendance credits for that attendance year, where the employee has completed at least one (1) but less than ten (10) years of service,
- (ii) one-quarter ($1/4$) of his unused attendance credits for that attendance year, where the employee has completed ten (10) or more years of service and has accumulated less than two hundred sixty (260) days of attendance credits,
- (iii) one-third ($1/3$) of his unused attendance credits for that attendance year, where the employee has completed ten (10) or more years of service and has two hundred sixty (260) or more days of accumulated attendance credits,

and the employee's attendance credits for that attendance year shall be reduced by the amount of attendance credits for which he was paid the bonus.

- 10.3** The bonus referred to in Article 10.2(b) shall be,
- (a) determined from the employee's length of service and accumulated attendance credits, as of the 1st day of January in the attendance year, and
 - (b) calculated at the rate of salary the employee was receiving on the 31st day of December in the attendance year.

ARTICLE 11

TERMINATION PAYMENTS

11.1 Preamble

- (a) For the purposes of this Article, 11.1.1
3.1
 - * (i) "Attendance Gratuity" is an amount computed by multiplying one-half ($1/2$) of the number of days of an employee's accumulated attendance credits by the annual salary to which he was entitled at the date he ceased to be an employee and dividing the product by 260.8928.
 - (ii) "Severance Pay" is an amount computed by multiplying the total number of years of service of an employee by the weekly salary to which he was entitled at the date he ceased to be an employee.
- (b) The total amount paid to an employee in respect of an Attendance Gratuity or Severance Pay shall not exceed one-half ($1/2$) of the annual salary of the employee at the date when he ceased to be an employee.
- (c) Any Severance Pay to which an employee is entitled shall be reduced by an amount equal to any payment to which the employee is entitled under Article 24.1(b).
- (d) Employees who are terminated for cause or who abandon their positions are not eligible for severance pay.

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11.2 An employee appointed prior to November 1, 1965 who ceases to be an employee for any reason shall be entitled to an Attendance Gratuity.

11.3 An employee appointed on or after November 1, 1965 and before January 1, 1970 who ceases to be an employee shall be entitled to either:

(a) Severance Pay, if termination is by reason of

314 (i) death,

* (ii) retirement with eligibility for a Superannuation allowance pursuant to Section 11 of the P.S.S.A. (i.e. at age 65, at age 60 with 20 years service or the 90 year rule), or payment under Section 18 of the P.S.S.A.

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OR
(iii) termination due to inability to perform his duties by reason of mental or physical incapacity with eligibility for either a disability allowance under Section 12 of the P.S.S.A. or a payment under Section 18 of the P.S.S.A., or

(iv) layoff

OR

(b) An Attendance Gratuity, regardless of the reason for termination.

11.4 An employee appointed on or after January 1, 1970 who has completed one (1) year of continuous service, and who ceases to be an employee by reason of:

(i) death,

(ii) retirement with eligibility for a Superannuation allowance pursuant to Section 11 of the P.S.S.A. (i.e. at age 65, at age 60 with 20 years service or the 90 year rule), or payment under Section 18 of the P.S.S.A.

(iii) termination due to inability to perform his duties by reason of mental or physical incapacity with eligibility for either a disability allowance under Section 12 of the P.S.S.A. or a payment under Section 18 of the P.S.S.A., or

(iv) layoff

shall be entitled to Severance Pay.

ARTICLE 12

SICKNESS AND INJURY LEAVE

- 12.1** Except as herein provided no employee shall receive pay for absence caused by sickness or injury in excess of his accumulated credits.
- 12.2** Where, after having served one (1) year, an employee is absent by reason of sickness or injury for a period in excess of his accumulated credits, any credits the employee has accumulated for overtime and for vacation leave of absence shall be applied to the employee's deficit of attendance credits.
- 12.3** An employee may be granted pay for not more than thirty (30) days of excess absence and any payments in excess of credits shall be charged against the future credits to which the employee becomes entitled, and any unpaid balance shall be deducted from the amount paid the employee or the employee's personal representative under Article 24.
- 12.4** After five (5) days absence caused by sickness or injury, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Employers certifying as to the nature of the sickness and that the employee is unable to attend to his official duties. Notwithstanding this provision, the Employers may require an employee to submit the certificate required hereunder in respect of a period of absence of less than five (5) days.
- 12.5** Where an employee is absent from work by reason of a condition for which the Workers' Compensation Board assumes liability, the employee shall be eligible for Compensation Leave for a period not exceeding three (3) months or a total of sixty-five (65) working days where such absences are intermittent for each unrelated claim. During such leave the employee shall receive full salary with no reduction of accrued credits but vacation and attendance credits shall continue to accumulate during the period.
- 12.6** Where an award is made under the Workers' Compensation Act to an employee that is less than the regular salary of the employee and the award applies for longer than the period set out in Article 12.5 and the

employee has accumulated credits, the regular salary may be paid to the employee and the difference between the regular salary paid and the compensation awarded shall be converted to its equivalent time and deducted from the employee's accumulated credits.

- 12.7** An employee to whom Articles 12.5 or 12.6 applies is not entitled to be in receipt of compensation from the Workers' Compensation Board in respect of the absences covered by these articles.
- 12.8** Where an employee receives an award under the Workers' Compensation Act, and the award applies for longer than the period set out in Article 12.5 and the employee has exhausted all accumulated credits, the employee will be considered on leave without pay.
- 12.9** The Sick Credit Pool Plan established pursuant to an Arbitration Award, dated April 4, 1979, shall be administered in accordance with the Letter of Agreement agreed to on February 29, 1980.
- 12.10***(a) Where for reasons of health an employee is frequently absent or unable to perform his duties the Employers may require him to submit to a medical examination at the expense of the Employers.
- * (b) It is agreed that where the employee is unable to accept the choice of the doctor under 12.10(a) above, that arrangements will be made to select another doctor who would be mutually acceptable to the employee and the Employers.

ARTICLE 13

SPECIAL OR COMPASSIONATE LEAVE

- 13.1** The Employers may grant leave-of-absence with pay for not more than six (6) days in any attendance year as defined in Article 9.1 to an employee upon any special or compassionate ground and the period of the leave shall be charged against the attendance credits of the employee unless otherwise herein provided.
- 13.2** Leave-of-absence with pay may be granted for special or compassionate purposes,

- (a) up to six (6) months with the approval of the Employers; and
- (b) over six (6) months upon the recommendation of the Employers and with the approval of the Lieutenant Governor in Council.

ARTICLE 14

MILITARY LEAVE

- 14.1** Leave of absence for not more than five (5) days with pay and not more than five (5) days without pay may be granted in a year for the purpose of taking Canadian Forces Reserve Training. An employee may, however, use five (5) days of his vacation credits instead of the leave without pay.

ARTICLE 15

LEAVE WITHOUT PAY

- 15.1** Leave of absence without pay and without accumulation of credits may be granted to an employee by the Employers. 63N-3

ARTICLE 16

COURT WITNESS

- 16.1** Where an employee is absent by reason of a subpoena to serve as a witness or a juror the employee may at his option:
- (a) treat the absence as leave without pay and retain any fee he receives as a witness;
 - (b) deduct the period of absence from his vacation leave-of-absence credits or his overtime credits and retain any fee he receives as a witness; or
 - (c) treat the absence as leave with pay and pay to the Employers all monies received from the court and submit to the Employers an expense account covering the amount of out-of-pocket expenses incurred which the employee is entitled to recover. -1

ARTICLE 17

BEREAVEMENT LEAVE

- 63A-1
- 17.1 An employee shall be allowed three (3) consecutive days of leave-of-absence with pay, inclusive of the day of the funeral in the event of the death of a member of his immediate family and such leave shall not be charged against attendance credits.
- 17.2 For the purpose of this Article “immediate family” shall include the employee’s spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, **spouse’s** grandparents, grandchild, ward or guardian.

ARTICLE 18

WAR DISABILITY PENSION

- 18.1 Employees who are in receipt of a War Disability Pension will be allowed up to six (6) days leave of absence per annum without loss of pay or attendance credits to attend for medical treatment related to the disability, Such leave may include absences while hospitalized.

ARTICLE 19

MATERNITY AND ADOPTION LEAVE

- 58A-017
- 19.1 The Employers agree to provide for maternity leave, without pay and without accumulation of credits, in accordance with the provisions of the Ontario Employment Standards Act. During such leave, the ~~Employers shall~~ continue the O.H.I.P., Basic Life Insurance, L.T.I.P. and Supplementary Health & Hospital Insurance coverage (except the Visioncare component) provided under Article 20 of this Agreement for a maximum of seventeen (17) weeks. The Employers shall also continue the coverage under the Dental Plan and/or Visioncare Plan if the employee elects to pay her portion of the Dental Plan and/or Visioncare Plan premiums.

- 19.2 (a) An employee entitled to maternity leave under this Article, who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 30, Unemployment Insurance Act., 1971, shall be paid ~~an~~ allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (b) In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (i) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly pay for her classification, which she was receiving on the last day worked prior to the commencement of the maternity leave, including any retroactive salary adjustment to which she may become entitled; 57-117023
- and
- (ii) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly U.I.C. benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate for her classification, which she was receiving on the last day worked prior to the commencement of the maternity leave, including any retroactive salary adjustment to which she may become entitled.
- 19.3 An employee shall be entitled to a leave-of-absence without pay and without accumulation of credits of up to ~~six (6)~~ months, if requested in writing, at least four, (4) weeks before the expiration of her maternity leave. 78
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- 19.4* An employee returning from a leave-of-absence under Article 19.1 or 19.3 shall be assigned to her former classification and be paid at the step in the salary range that she had attained when the leave-of-absence was granted:
- 19.5 The Employers agree to provide for leave-of-absence for a period of up to seventeen (17) weeks without pay and without accumulation of credits for the purpose of adopting a child, for an employee who has completed one (1) year of service. 61A-017

ARTICLE 20

EMPLOYEES GROUP INSURANCE AND MEDICAL BENEFITS PLANS

The summaries contained in Article 20.1 through 20.5 inclusive and 20.7, are intended merely as a convenient reference to the more important terms and provisions of these benefits. The master contracts covering these plans shall be the governing documents.

20.1 Ontario Health Insurance Plan (O.H.I.P.)

- (a) The Ontario Health Insurance Plan (O.H.I.P.) as may be amended from time to time shall be made available to employees and eligible dependents as heretofore in effect as "Basic Health and Hospitalization Insurance Plan".
- (b) The Employers shall pay one hundred percent (100%) of the premiums as may be amended from time to time.

20.2 Supplementary Health and Hospitalization

- (a) The plan is intended to cover a number of medical and hospital costs not covered under O.H.I.P.
- (b) This plan shall continue as heretofore in effect for employees and eligible dependents.
- (c) Plan Details
 - (i) this plan shall cover the employee, the employee's spouse and all other dependents under twenty-one (21) years of age, or a dependent who is between the ages of twenty-one (21) and twenty-five (25) and is a full-time student attending an educational institution or a mentally retarded or physically handicapped child of an employee, provided such child is unmarried, twenty-one (21) years of age or over, dependent upon such employee for support and was mentally retarded or physically handicapped and insured as a dependent immediately prior to age twenty-one (21)
 - (ii) expenses incurred for p _____ ugs and medicines dispensed by a physician or by a licensed pharmacist on the written prescription

of a physician or dental surgeon shall be reimbursed to the employee at ninety percent (90%) of the cost

- (iii) reimbursement for all reasonable and necessary eligible expenses recommended and approved by a physician or surgeon shall be made at one hundred percent (100%) of cost or as detailed in the 'master contract'

Eligible expenses include:

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- (a) Charges by a licensed hospital for room and board and for hospital services and supplies furnished for care and treatment, up to fifty five dollars (\$55) per day, effective January 1, 1989, and up to sixty dollars (\$60) per day effective July 1, 1990.
- (b) Charges for private duty nursing in your home by a registered graduate nurse who is not ordinarily a resident in your home and is not related to you or to your dependents, provided the service was recommended and approved by a licensed physician or surgeon.
- (c) Artificial limbs and eyes, crutches, splints, casts, trusses and braces.
- (d) Rental of wheelchairs, hospital beds or iron lungs required for temporary therapeutic use. A wheelchair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost.
- (e) Oxygen and its administration.
- (f) Hearing aids and eye glasses if required as a result of accidental injury.
- (g) Ambulance services.
- (h) Dental services and supplies which are provided by a dental surgeon within a period of eighteen (18) months following accident for treatment of accidental injury to natural teeth including replacement of such teeth or for the setting of a jaw fractured or dislocated in an accident, excluding any

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benefits payable under any provincial medical plan, effective June 1, 1987.

- * (i) Charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and masseur to a maximum of twelve dollars (\$12.00) per visit for each visit not subsidized by O.H.I.P., and effective July 1, 1989 this maximum increases to fifteen dollars (\$15.00).
- * (j) Charges for the services of a psychologist up to sixteen dollars (\$16.00) per half (1/2) hour for individual psychotherapy and/or testing (effective July 1, 1989 increases to twenty dollars (\$20.00)), and twelve dollars (\$12.00) for all other visits, (effective July 1, 1989 increases to fifteen dollars (\$15.00)).
- (k) Fees for services rendered outside of Ontario, by a physician, surgeon or a specialist legally licensed to practice medicine, in excess of the charges which are allowed under the Provincial Health Insurance Plan, but not to exceed the amount specified in the Ontario Medical Association Tariff.
- * (l) Charges for surgery by a podiatrist, performed in a podiatrist's office to a maximum of one hundred dollars (\$100.00), effective July 1, 1989 this maximum increases to one hundred and twenty-five dollars (\$125.00).

It is not necessary for the employee or dependents to be confined to hospital to be eligible for benefits under this plan.

(d) The Employers shall pay one hundred percent (100%) of the premiums as may be amended from time to time.

* (e) (i) The Employers agree to pay 50% of the monthly premiums for vision care and hearing aid coverage under the Supplementary Health and Hospital Plan, with the balance of the

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monthly premiums being paid by the employee through payroll deductions.

- * (ii) This coverage provides for vision care to a maximum of one hundred dollars (\$100.00) per insured person in any 24-month period for the purchase of prescribed lenses and frames. Effective July 1, 1989 this maximum increases to one hundred and fifteen dollars (\$115.00) and effective July 1, 1990 this maximum increases to one hundred and thirty dollars (\$130.00).
- * (iii) Further vision care is provided to a maximum of two hundred dollars (\$200.00) per insured person in any 24 month period for the purchase of prescribed contact lenses for those unable to wear glasses.
- * (iv) Hearing aid coverage is provided to a maximum of two hundred and fifty dollars (\$250.00) per person for the purchase of hearing aids, on one occasion. Effective January 1, 1989 coverage is provided for two hearing aids (one for each ear, where necessary) to a maximum of five hundred dollars (\$500.00) (2 x \$250.00) per person, on one occasion.

20.3 ~~Basic Life Insurance~~

- (a) The Employers shall provide life insurance to each active employee in the amount of one hundred percent (100%) of salary or twelve thousand dollars (\$12,000.00), whichever is greater. 72-999
- (b) Upon retirement under the Public Service Superannuation Act, Basic Life Insurance shall be provided at no cost, but reduced as follows:
 - (i) at the first of the month coinciding with or next following date of retirement to five thousand dollars (\$5,000.00)
- * (ii) On October 1, coinciding with or next following date of retirement to four thousand five hundred dollars (\$4,500.00). This amount will continue for the remainder of life.
- (c) If any employee becomes totally disabled before his sixty-fifth (65th) birthday so that he is unable to perform any work for a continuous period of at least

nine (9) months, the Basic Life Insurance will be kept in force without cost to the employee as long as the total disability continues subject to reductions at age sixty-five (65) described above.

- (d) Conversion privileges to standard life and term insurance of the insurer are available upon leaving the employ of the Employers.
- (e) The Employers shall pay one hundred percent (100%) of the premiums as may be amended from time to time.

20.4 Supplementary Life Insurance For Employees and Dependents

- (a) **An employee may purchase life insurance additional to the Basic Life Insurance to an amount equivalent to once or twice annual salary as may be amended from time to time. This option shall be available without evidence of insurability when the employee first becomes eligible. If any application for Supplementary Life Insurance is made more than thirty-one (31) days after first becoming eligible, evidence of insurability satisfactory to the insurer must be supplied. Change from once to twice annual salary will also require evidence of health satisfactory to the insurer being supplied hereto.**
- (b) The amount of insurance and premium will be adjusted with the changes in salary from time to time. In the event of death from any cause while insured, the amount of Supplementary Life Insurance under the plan will be paid to the beneficiary named. Change of beneficiary (within the limits set by law) may be made at any time by completing a form which may be obtained from the Human Resources Department.
- (c) Employees at their option, may purchase life insurance for dependents in the amount of one thousand dollars (\$1,000.00) on the employee's spouse and/or five hundred dollars (\$500.00) on each child over fourteen (14) days and under twenty-one (21) years of age **OR** two thousand dollars (\$2,000.00) on the employee's spouse and/or one thousand dollars (\$1,000.00) on each child over fourteen (14) days and under twenty-one (21) years of age.

- (d) Conversion privileges are available upon leaving the employ of the Employers for employee and spouse insurance only.
- (e) The cost of the above plan shall be borne solely by ~~the employee.~~

20.5 Lone Term Income Protection Plan (L.T.I.P.)

- (a) The Long Term Income Protection Plan shall be continued and shall be upon the same basis as heretofore in effect.
- (b) Plan Details
 - (i) Long Term Income Protection benefits will become payable if while insured the employee becomes “totally disabled”—benefits continue during disability to age sixty-five (65), after an elimination period of six (6) months, or the expiration of accumulated attendance credits, whichever is the later
 - (ii) “total disability” under this plan means the continuous inability as the result of illness or injury of the insured employee to perform each and every duty of normal occupation during the elimination period, and during the first twenty-four (24) months of the benefit period; and thereafter, during the balance of the benefit period, the inability to perform any and every duty of each gainful occupation for which the employee is reasonably fitted by education, training or experience 75-0675997
 - (iii) L.T.I.P. benefits shall be sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the employee’s gross salary, earned on the last day worked, including any retroactive salary adjustment to which the employee is entitled
 - (iv) The Employers will maintain the employee’s pension contribution in accordance with the Public Service Superannuation Fund Act
 - (v) if the employee becomes disabled again while still insured for this benefit, the income benefits will be payable on completion of the elimination period however, if within three (3)

months after benefits have ceased, the employee has a recurrence of a disability due to the same or a related cause, it will not be necessary to satisfy the elimination period again

- (vi) an employee in receipt of **L.T.I.P.** benefits who is able to resume activity on a gradual basis during recovery, partial benefits may be continued during rehabilitative employment—“rehabilitative employment” means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received—when considering rehabilitative employment benefits, **L.T.I.P.** will take into account the employee’s training, education and experience—the rehabilitative benefit will be the monthly **L.T.I.P.** benefit less fifty percent (50%) of rehabilitative employment earnings—the benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months—rehabilitative employment may be with the Employers or with another employer
- (vii) **L.T.I.P.** was optional for employees appointed up to June 30th 1971—these employees may opt out of the **L.T.I.P.** plan in the future if they so desire—employees appointed July 1, 1971 and subsequently, do not have the privilege of opting out of the **L.T.I.P.** benefit
- (viii) Effective April 1, 1986, the **L.T.I.P.** benefit under (iii) will be increased for each employee who commenced to receive **L.T.I.P.** benefits:
 - (a) from and including January 1, 1975, to and including December 31, 1976, by one hundred twenty dollars (\$120.00) per month;
 - (b) from and including January 1, 1977, to and including December 31, 1978, by one hundred dollars (\$100.00) per month;
 - (c) from and including January 1, 1979, to and including December 31, 1980, by eighty dollars (\$80.00) per month;
 - (d) from and including January 1, 1981, to and

- * including December 31, 1982, by sixty dollars (\$60.00) per month;
- * (e) from and including January 1, 1983, to and including December 31, 1984, by forty dollars (\$40.00) per month effective January 1, 1989; and
- * (f) from and including January 1, 1985 to and including December 31, 1986 by twenty five dollars (\$25.00) per month effective January 1, 1989.

In respect of each month the employee continues to receive L.T.I.P. benefits under the plan.

- * Effective January 1, 1990 increase all rates contained in 20.5 (b) (viii) (a) through (f) by \$5.00 per month.

(ix) The L.T.I.P. benefit to which an employee is entitled under (iii) and (viii) above will be reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employers make a contribution except for Workers' Compensation Benefits paid for an unrelated disability. 70D-100

- (c) The Employers shall pay one hundred percent (100%) of the premium as may be amended from time to time.

- * (d) (i) When an employee, who has been receiving L.T.I.P. benefits, is able to return to full time employment the Employer may assign the employee to a vacancy which is in the same class or position as the employee's former class or position, for which he is qualified.
- * (ii) Where there is no such position the employee may be assigned to a lower classification for which he is qualified, in the work area.
- * (iii) An employee who is assigned under this clause shall be paid at the same step he had attained in the salary range of the classification of the position he occupied prior to disability for a period of six months. At the end of that period he shall be paid at a rate within the salary range of the classification of the position to which he has been assigned.

- * (iv) Where there is no available position in the work area for which the employee is qualified, he shall be declared surplus subject to the provisions of Article 5.
- * (v) Where an employee does not accept an assignment under this clause he shall be laid off and the provisions of Article 5.7 shall not apply.
- * (vi) It is understood that when it is necessary to assign an employee under this section the provision of Article 21 shall not apply.
- * (vii) It is understood that for the purpose of this clause employees of each Employer constitute separate units.

20.6 Joint Insurance and Benefit Committee

- (a) The Committee shall be referred to as the Joint Insurance Benefits Review Committee.
- (b) (i) The purpose of this Committee is to facilitate communications between the Employers and the Union on the subject of Group Insurance including Basic Life Insurance, Supplementary Life Insurance, Supplementary Health & Hospitalization Insurance, Long Term Income Protection Insurance, Dental Plan and such other negotiated benefits as may from time to time, be included in the Group Insurance Plan.
- (ii) It is understood that the Group Insurance benefits to be provided to employees and the cost sharing arrangements between the Employers and its employees shall be as set out in any applicable collective agreement or arbitration award, and the matters for consideration by this Committee shall be only as set out in these terms of reference.
- (c) The Committee shall be composed of an equal number of representatives from the Employers and the Union with not more than eight (8) representatives in total. At meetings of the Committee, each party may be accompanied by an actuary and/or consultant to provide technical advice and counsel.
- (d) (i) The duties of the Committee shall consist of the following:

- (a) development of the specifications for the public tendering of any negotiated benefits which may be included in the Group Insurance Plan (to cover the bargaining unit only);
 - (b) determination of the manner in which the specifications will be made available for public tendering;
 - (c) consideration and examination **of** all tenders submitted in response to the specifications for tender and preparation of a report thereon;
 - (d) recommendation to the Government of Ontario on the selection of insurance carrier or carriers *to* underwrite the Group Insurance Plans;
 - (e) review **of** the semi-annual financial reports on the Group Insurance Plan; and,
 - (f) review **of** the contentious claims and recommendations thereon, when such claim problems have not been resolved through the existing administrative procedures.
- (ii) The specifications for tender will describe the benefits to be provided, the cost sharing arrangement between the Employers and its employees, the past financial history of the insurance plans, the employee data, the format for the retention illustration for each coverage and the financial reporting requirements. Tenders shall be entertained by the Committee from any individual insurance carrier acting solely on its own behalf. This shall not preclude such carrier from arranging reinsurance as may be necessary.
- (iii) The basis for recommendation of an insurance carrier(s) will include the ability of the carrier(s) to underwrite the plan, compliance of the carrier's quotation with the specifications for tender, the carrier's service capabilities and the expected long term net cost of the benefits to be provided.
- (e) (i) The Committee will also meet every **six (6)** months to review the financial experience under these coverages. The specifications for

tender will describe the information to be included in the semi-annual financial statements to be prepared by the insurance carrier(s). These statements will include paid premiums, paid claims, changes in reserve requirements for open and for unreported claims, incurred claims, the retention elements of commissions, taxes, administrative expenses, contingency reserve charges and interest credits on claims and other reserves. The insurance carrier(s) will also be required to report on the level and method of administering the Employers' and employees' deposit accounts.

- (ii) The Committee shall request the insurance carrier(s) to provide such additional information for the Committee's consideration as may be required by either the Employers or the Union.
- (iii) If the Joint Insurance Benefits Review Committee fails to agree on a recommendation to the Government of Ontario on the selection of insurance carrier(s) to underwrite the Group Insurance Plan, the members of the said Committee nominated by the Employers and the Union may each make a recommendation in writing to the Government of Ontario on the selection of the insurance carrier(s) supported by reasons for their respective recommendations.
- (iv) It is understood that the Government at all times retains the right to select whatever carrier(s) (to underwrite the Group Insurance Plan) it may consider what would best serve the "public interest" and, in so doing, is under no obligation to select a carrier(s) that may be recommended by the Joint Insurance Benefits Review Committee.

20.7* Dental Plan

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- * (a) The Employers will provide the Ontario Blue Cross Dental Plan No. 9 plus Rider 2 (or its equivalent). Effective January 1, 1990, the Employers will provide Rider 3 (or its equivalent) with coinsurance for plan participants between the ages of six (6) to eighteen (18) years to a lifetime maximum of \$2,000.00. Effective January 1, 1989, the schedule of fees shall

be based on 1989 Ontario Dental Association Fee Schedule. Effective January 1, 1990, the schedule of fees shall be based on the 1990 Ontario Dental Association Fee Schedule.

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- * (b) The premium for such plan shall be on a cost-sharing basis of fifty percent (50%) employer-fifty percent (50%) employee. Effective July 1, 1990 the premium split for Ontario Blue Cross Dental Plan No. 9 plus Rider 2 (or its equivalent) shall be sixty percent (60%) employer-forty percent (40%) employee. Enrollment in this plan is on a voluntary basis.

20.8*

Accidental Death & Dismemberment

The Employers agree to continue to make payroll deductions equivalent to the premiums for the current Accidental Death and Dismemberment Insurance Plan administered by the Union. All monies so deducted shall be remitted to the Union within fifteen (15) days of the end of the month in which the deductions were made, along with a list of names of employees from whom the deductions were made.

ARTICLE 21

ASSIGNMENTS AND JOB POSTINGS

- 21.1** Employees shall progress through the steps of the salary ranges of their classification in accordance with the procedures of the Employers, as established from time to time, on the basis of satisfactory written recommendations and subject to the approval of the Employers. The Employers agree to permit employees to examine the said written recommendations upon their completion by the Supervisor or Department Head and will provide a copy of the Assessment Report if so requested.
- 21.2** An employee promoted to a higher classification set out in any approved classification schedule shall be entitled to a salary increase of at least one (1) step or an increase to the minimum of the range attached to the higher classification whichever is greater and such increases will be effective upon the effective date of promotion.
- 21.3** Where the classification of a store is changed all promotions resulting therefrom, within the bargaining unit,

shall be posted and filled in accordance with the provisions of Article 21.4.

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21.4 (a) 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 Employers, the Employers 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 location concerned.

(b) For the purpose of Article 21.5 (a), a promotion shall be deemed to include:

(i) the assignment of a permanent full-time employee to another permanent full-time position in a class with a higher maximum salary rate than the class of his former position; or

(ii) the assignment of a permanent part-time employee to a permanent full-time position if there was no permanent full-time employee eligible and qualified for the position; or

(iii) the assignment of a permanent part-time employee to another permanent part-time position with a higher weekly salary than his former position; or

(iv) the assignment of a casual to a permanent part-time position in accordance with the provisions of Article 31.4.

(c) Where the opening of a new operation necessitates the transferring of employees to complete the required complement because of insufficient applicants under Article 21.4 (a) above, then preference with regard to transferring to the new location shall be given to the views of the more senior employees.

(d) Where an employee is to be transferred, the employee shall be given two (2) weeks notice of transfer where practicable.

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21.5 (a) Where employees are being considered for promotion, seniority will be the determining factor provided the employee is qualified to perform the work.

- (b) Notwithstanding the provision of Article 21.5 (a) within any calendar year the Employers may identify a limited number of permanent part-time vacancies as vacancies to be filled by special merit promotion. In no case shall special merit promotions exceed ten percent (10%) of all promotions within the calendar year. Special merit promotions shall be so identified on the job posting and shall be awarded to bargaining unit employees only. In filling special merit promotions the Employers agree to give consideration to the qualifications and ability of permanent part-time employees and casuals to perform the duties of a vacant permanent part-time position. Where two (2) or more such employees are relatively equal in qualifications and abilities, the permanent part-time employee with the greatest seniority shall be awarded the position. If the employees who are deemed relatively equal are casuals, the senior casual shall be awarded the position.
- (c) In filling temporary vacancies (including summer stores) which will last five (5) working days or more, the Employer shall appoint the most senior employee in the department or section involved, provided the employee is qualified and available to perform the work. However, the minimum requirements of five (5) days shall not apply in the case of stores.

21.6 It is understood that the employees of each Employer will constitute a separate unit for the purpose of Articles 21.4 and 21.5.

21.7 Where the Employers select a candidate for a position advertised by a Job Posting Circular, from employee applicants, the successful candidate's name, department number and seniority shall be announced in writing within twenty (20) days of the closing date for receiving applications to the Job Posting Circular. Should no person presently employed by the Employers at the time of the opening be deemed to be satisfactory to the Employers' requirements, the Employers shall so announce in writing within twenty (20) days of the closing date for receiving applications to the Job Posting Circular.

21.8 (a) Other than for P-Circulars concerning positions in "Metropolitan" area stores inviting applications from employees, should the Employers select an

employee to be the successful candidate to a P-Circular advertising a position, the Employers shall announce the name, department number and seniority of the successful candidate within twenty (20) days of the closing date for receiving applications to the circular.

- (b) In the case of P-Circulars advertising positions in “Metropolitan” area stores, the Employers shall announce the name, department number and seniority of a successful candidate within twenty (20) days of appointment.

NOTE

It is recognized that “unusual” circumstances may prevail so as not to allow proper selection of a person to fill a vacant position within the time limits prescribed in Article 21.7 and 21.8, in which case additional time may be necessary. The Employers and the Union agree to cooperate so as to allow for proper selection of a person to fill any such vacancy.

- 21.9** (a) In the event an employee who has been promoted is unable to perform the requirements of the position in a satisfactory manner within a period not exceeding three (3) months from date of appointment, the employee shall be reclassified to the employee’s previous classification and assigned to the step in the salary range attained immediately prior to promotion.
 - (b) An employee who is demoted and to whom section (a) above does not apply shall be assigned to a step in the new salary range closest to but less than the rate he was receiving at the time of demotion.
- 21.10** Where a bargaining unit employee accepts a position with the Employer outside the bargaining unit, his seniority for promotional purposes shall continue to accumulate during such time as that employee is outside the bargaining unit only for a maximum of five (5) years.

ARTICLE 22

UNIFORMS, ATTIRE AND SPECIAL ALLOWANCES

- 22.1** (a) The Employer shall supply to a male employee in the store system an issue of five (5) long sleeve

shirts, five (5) short sleeve shirts, and five (5) ties, renewable every two (2) years and of a design approved by the Employer. Aprons of design approved by the Employer will be provided for use by store personnel involved in handling case stock.

- 22.1** (b) For female store personnel an issue will be made of five (5) long sleeve blouses and five (5) short sleeve blouses renewable every two (2) years and of a design approved by the Employer.
- 22.2** Employees in the LCBO warehouses will be issued two (2) clean shirts and two (2) clean pairs of trousers per week, the cost of which shall be the responsibility of the Employer.
- 22.3"** (a) Employees in the Warehouses, Distribution Depots and who operate power lifting equipment in the stores shall wear safety boots/shoes of a design approved by the Employer. Such footwear shall be replaced in the warehouses upon the recommendation of the Warehouse Foreman and the endorsement of the Warehouse Supervisor, and in the Distribution Depots/stores upon the recommendation of the Supervisor or Manager. Where such footwear is to be replaced it must be surrendered to the Employer before new footwear is issued. The cost of the safety boots/shoes issued pursuant to this provision is to be paid fully by the Employer.
- (b) All-weather jackets and/or work vests will be made available for those warehouse personnel whose work activities justify their use.
- (c) All-weather jackets for inclement weather will be made available at the applicable stores where the required duties necessitate store personnel to perform loading duties outdoors in such weather.
- 22.4** Employees physically unable to wear safety boots/shoes for medical reasons certified by a physician shall instead be required to wear safety toe caps on recognized work boots/shoes and the cost of such safety toe caps issued pursuant to this provision is to be paid fully by the Employer.
- 22.5** Female personnel at the Toronto Airport Stores shall be provided with two (2) blazers, two (2) slacks, two (2) skirts and two (2) vests. When such articles of clothing

are to be replaced they shall be surrendered to the Employer who will decide if new clothing is to be issued.

- 22.6** Male employees at the Toronto Airport Stores and male and female Wine Consultants will be provided with two (2) jackets of a design approved by the Employer. When such jackets are to be replaced they shall be surrendered to the Employer who will decide if a new jacket is to be issued.
- 22.7*** The Employer agrees to pay the sum of eighty-five dollars (\$85.00) per month to a Liquor Licence Inspector who provides office space in his home for the conduct of Employer business. Effective January 1, 1990 this sum will be ninety dollars (\$90.00) per month.
- 22.8** Employees assigned to the Bottling Department whose regular duties require the wearing of safety glasses, shall be reimbursed for the purchase of approved safety glasses to a maximum of eight dollars (\$8.00) per contract year.

ARTICLE 23

STATUTORY PROVISIONS

- 23.1** It is understood and agreed that the provisions of this Agreement do not conflict in any way with the provisions and requirements of relevant statutes, and in particular do not conflict in any way with the Liquor Control Act or the Liquor Licence Act.

ARTICLE 24

ENTITLEMENT ON DEATH

- 24.1** Where an employee who has served more than six (6) months dies, there shall be paid to his personal representative or, if there is no personal representative, to such person as the Employers determine, the sum of:
- (a) any regular salary due;
 - (b) one-twelfth (1/12) of his annual salary;
 - (c) his salary for the outstanding vacation and overtime

- credits that have accrued; and
- (d) any attendance gratuity or severance pay to which he is entitled under Article 11.
- 24.2** (a) The widow/widower or the dependents of the deceased may be paid up to five thousand dollars (\$5,000.00) of the above without the prior consent of the Provincial Treasurer.
- (b) Any indebtedness to the Crown on the part of the deceased member, such as overpaid (advance) salary, and overdrawn attendance credits, must be deducted from the above entitlement before payment is made.

ARTICLE 25

SALARIES

- 25.1** The Employers agree to pay and the Union agrees to accept the salaries for the classifications herein set forth in the Salary and Classification Schedule and Schedule of Casual Hourly Wage Rate note attached herein.
- 25.2** Pay days for the employees, covered by this Agreement shall be every second Thursday, nine (9) days after the pay period is completed subject to other Articles herein stated.
- 25.3** Employees' salary cheques will be enclosed in envelopes of a design approved by the Employers.
- 25.4** The Employers will, with proper notification, prior to the start of vacation, advance an amount equal to salary due to be paid during the vacation period.
- 25.5** Where an employee is not scheduled to work on a regular pay day or scheduled to work commencing noon or thereafter on the regular pay day, the employee's salary cheque shall be issued on the Wednesday immediately preceding the regular pay day.

ARTICLE 26

EMPLOYEE FILES AND DISCIPLINE

- 26.1*** 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.

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26.2 No discipline against an employee shall be used in a subsequent disciplinary proceeding if such prior incident is more than three (3) years old.

26.3 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 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.

ARTICLE 27

GRIEVANCE PROCEDURE

27.1 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 7, Paid Holidays.

27.2 (a) An employee, at his option, may 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. This section will also apply to the Employee Representative, representing the employee, if an employee of the Employers. 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) If requested, the Employer shall provide the grievor with particulars relating to his grievance during the grievance procedure.
- (d) Copies of written decisions provided by the Employers at STAGE 2 and STAGE 3 of this procedure shall be provided to the Union.

27.3 STAGE 1 (Complaint Stage)

- (a) (i) An employee who has a complaint or a difference shall discuss the complaint or difference with his supervisor, as designated by the Employers, 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 supervisor, a meeting in respect of an employee's complaint shall only be attended by the employee and his supervisor.
- (b) The supervisor shall consider the complaint or difference and give his response to the employee within ten (10) days of the discussion.
- (c) If the complaint or difference is not satisfactorily resolved by the supervisor, it may be processed 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.

27.4 STAGE 2

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

27.5 STAGE3

- (a) (i) If the grievance is not resolved under Article 27.4, the employee may submit the grievance to the Chairman of the LCBO or Chairman of the LLBO or their respective designees within five (5) days of the date that he received the decision under Article 27.4.
- (ii) In the event that no decision in writing is received in accordance with the specified time limits in Article 27.4, the grievor may submit the grievance to the appropriate Chairman or designee within five (5) days of the date that the supervisor was required to give his decision in writing in accordance with Article 27.4.
- (b) Where the grievor has not had an opportunity to be heard by the supervisor under Article 27.4, the Chairman or designee shall hold a meeting with the employee within twenty (20) days of receipt of the grievance and shall give the grievor his decision in writing within ten (10) days of the meeting.
- (c) Where the Chairman or designee does not hold a meeting he shall give the grievor his decision within ten (10) days of receipt of the grievance.

27.6 STAGE4

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

27.7 An employee claiming he **has** been dismissed without just cause shall be entitled to file a grievance commencing at STAGE 3 provided he does so within ten (10) days of the date of the dismissal.

27.8 The Union shall have the right to lodge a grievance based on a difference arising directly with the Employers. 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 Employers within twenty (20) days of the

circumstances giving rise to the grievance. A meeting between representatives of the Union and the Employers will be held within ten (10) days of receipt of the grievance. The grievance shall be answered in writing by the Employers 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.

- 27.9** The Employers 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 Employers 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 Employers may submit the grievance to the Crown Employees Grievance Settlement Board within a further period of ten (10) days.
- 27.10** (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.
- 27.11*** As an alternative to the procedures described at STAGE 4 in Article 27.6 the parties may choose to proceed with final disposition of a grievance by the use of Expedited Arbitration. This alternative shall be implemented within the provisions of Appendix 2 of this Agreement and agreed as being in conformity with the provisions of

Article 27.10 of this Agreement.

- 27. 2** 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 28

STOCK AND CASH SHORTAGES

- 28.1** The Employer agrees not to require reimbursement for stock shortages by the group of employees in the store involved where the shortages are deemed by the Employer to be reasonable except where the employee or employees involved are identified or such shortage occurs as a result of group action or a criminal act.
- 28.2** All daily cash shortages of two dollars (\$2.00) or less shall be absorbed by the Employer. All daily cash shortages in excess of two dollars (\$2.00) shall be the responsibility of the cashier and he shall reimburse the Employer fifty percent (50%) of such cash shortages in excess of two dollars (\$2.00) but not including the two dollars (\$2.00). All overages shall be retained by the Employer.

ARTICLE 29

UTILIZATION OF PERMANENT PART-TIME EMPLOYEES AND CASUALS

- 29.1** The Employers agree not to utilize permanent part-time employees or casuals to replace permanent full-time employees. Nor will the Employers utilize casuals to replace permanent part-time employees. Any utilization as referred to in this article will not adversely affect job training opportunities for permanent full-time or permanent part-time employees.

ARTICLE 30

EXPENSES OF MOVING ON TRANSFER

- 30.1** Unless otherwise specified in the Collective Agreement, eligibility for and payment of relocation expenses shall be paid in accordance with the provisions of the Employers' policies as may be amended from time to time.

ARTICLE 31

CASUALS

The provisions of this Collective Agreement shall apply to casuals except with respect to the following modifications and exceptions listed in Article 31.3.

- 31.1** (a) Hours of work shall be posted at least one (1) full week in advance for each establishment and there shall be no split shifts.
- * (b) Casuals, when scheduled to work on any day, shall not be employed for less than two (2) hours.
- (c) (i) Authorized work performed by a casual in excess of:
- (a) eight (8) hours per day or forty (40) hours per week for employees paid as Casuals - Cashier or Casuals - Stores; or
 - (b) seven and one half ($7\frac{1}{2}$) hours per day or thirty seven and one half ($37\frac{1}{2}$) hours per week for employees paid as Casuals - Warehouse; or
 - (c) seven and one quarter ($7\frac{1}{4}$) hours per day or thirty six and one quarter ($36\frac{1}{4}$) hours per week for employees classified in the Schedule of Casual Hourly Wage Rate, excluding (a) and (b) above.
- shall be paid at the rate of one and one half ($1\frac{1}{2}$) times the employee's regular rate of pay.
- (ii) Section (c) (i) above does not apply to casuals assigned to departments whose employees are

covered by variable work day or variable work week arrangements under Article 6.16.

(d) There shall be one (1) fifteen (15) minute rest period for each four (4) consecutive hours of work.

* (e) The Employers agree to pay a premium of \$5.50 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 the person designated to act for the Assistant Manager in his absence while working the second shift. Effective July 1, 1989 the premium under this provision shall be \$1.00 per hour for each hour worked in an acting capacity, provided he/she is assigned to act for a minimum of three (3) consecutive hours.

(f) The Employer will provide female casuals paid as Casuals - Cashier with three (3) summer weight and three (3) winter weight smocks of a design approved by the Employer and such attire will be cleaned as required by the Employer at its expense.

* (g) It is understood that casuals in all distribution depots, warehouses and stores where employees are required to use power lifting equipment as part of their regular duties, shall be reimbursed the cost of safety boots/shoes after six hundred (600) hours of work in a calendar year.

* (h) Where an employee is not instructed to work overtime, until the day during which the overtime is to be performed, the employee shall be reimbursed for the cost of one (1) meal to five dollars (\$5.00) effective January 1, 1989 and five dollars and twenty-five cents (5.25¢) effective January 1, 1990 provided the employee works two (2) hours or more overtime.

31.2 (a) Eight percent (8%) of gross pay, not including vacation pay, shall be added to the regular pay of a casual to compensate for the paid holidays in Article 7 and in lieu of benefits under Article 20. Authorized work performed on any holiday listed in Article 7.1 shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay.

- (b) Casuals shall receive vacation pay at the rate of four percent (4%) gross pay during the first six (6) months and the rate of six percent (6%) of gross pay thereafter, calculated and paid each pay.
 - (c) Casuals may observe up to three (3) weeks of vacation period provided such period is taken at a time acceptable to the Employers. The taking of such vacation itself will not be a reason to deny future work opportunity that otherwise would be available.
- 31.3** The following Articles shall not apply to casuals: Articles 4 to 18 inclusive, 20, 22, 24, 26, 30, and 33 to 48 inclusive. The application of Article 21, Assignments & Job Postings is limited by the provisions of Article 31.4, below.
- 31.4** (a) Casuals shall have the right to apply for certain permanent part-time positions in accordance with the provisions of Article 21, Assignments & Job Postings. However, except as noted in Article 21.5(b) (special merit promotion), they shall only be eligible to apply for vacancies within their geographic areas if there is no permanent part-time employee promoted in accordance with Article 21.5(a).
- (b) The Employer agrees to give consideration to the qualifications and ability of Casuals for Permanent Full-Time vacancies at the entry level in their geographic area, provided that no Permanent Part-time employees have applied. Where qualifications and ability are relatively equal, seniority shall be the determining factor.
- 31.5** (a) For the purpose of Articles 31.4, 31.7 and 21.5(b), the seniority of a casual employee shall be calculated from his first day of work of his most recent date of hire on the basis of total hours worked, but no seniority shall accumulate in any calendar year in which a casual works less than 400 hours. A seniority list of the casual employees assigned to work unit or department shall be posted twice a year.
- * (b) A casual employee will lose all seniority and his employment will be deemed to have been terminated if he is unavailable for work for a period of three (3) months or more, exclusive of any approved leave of absence.

- 31.6* Casuals who are paid as Casuals - Cashier shall have preference over other casuals for available work as Casual Cashiers.
- 31.7* Casual hours of work shall be allocated according to the seniority of the casual employees assigned to the applicable work unit or department.
- 31.8* (a) Where for reasons of health an employee is frequently absent or unable to perform his duties the Employers may require him to submit to a medical examination at the expense of the Employers.
 - * (b) It is agreed that where the employee is unable to accept the choice of the doctor under 31.8(a) above, that arrangements will be made to select another doctor who would be mutually acceptable to the employee and the Employers.

ARTICLE 32

SAFETY COMMITTEE

- 32.1" The Employers shall continue to make every reasonable provisions for the health and safety of its employees, under the terms of the Occupational Health and Safety Act, during the hours of their employment. It is agree that the Employers and Union shall co-operate to the fullest extent possible in the prevention of accidents and in the promotion of health and safety of its employees.
- 66-4 32.2* There shall be a Provincial Safety Committee consisting of three (3) representatives from the Union and three (3) representatives from the Employers. This committee shall meet once every three (3) months or as required.
- 32.3* The Provincial Safety Committee, in addition to its powers under the O.H.S.A., shall have the authority to make recommendations to the Employers to correct any condition deemed to be unsafe to the well being of all employees.
- 32.4" It is understood that the Employers will continue to recognize Worksite Safety Committees who will have all the powers specified under O.H.S.A.

ARTICLE 33

**PERMANENT PART-TIME EMPLOYEES-
APPLICATION**

- 33.1 The only terms of this Collective Agreement that apply to permanent part-time employees are those that are set out in Articles 33 to 48 and those listed in Article 34 - Other Applicable Articles - Permanent Part-Time Employees. No provision in this Collective Agreement other than those included in these articles shall apply to permanent employees in permanent part-time positions.

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ARTICLE 34

**OTHER APPLICABLE ARTICLES-
PERMANENT PART-TIME EMPLOYEES**

- 34.1 The following articles of the Collective Agreement shall also apply to permanent part-time employees:

- Article 1 - Recognition
- Article 2 - Relationships
- Article 3 - Dues and Information
- Article 4 - Seniority
- Article 14 - **Military Leave**
- Article 15 - Leave Without Pay
- Article 16 - Court Witness
- Article 21 - Assignments & Job Postings
- Article 23 - Statutory Provisions
- Article 25 - Salaries
- Article 26 - Employee Files and Discipline
- Article 27 - Grievance Procedure
- Article 28 - Stock and Cash Shortages
- Article 29 - Utilization of Permanent Part-Time Employees & Casual
- Article 32 - Safety Committee
- Article 49 - **Technological Change**
- Article 51 - Term of Agreement

- 3 -

ARTICLE 35

DEFINITIONS—PERMANENT PART-TIME POSITIONS

- 35.1** The regularly scheduled hours of work for a permanent part-time position shall be as determined by the Employers, provided they are:
- (a) less than thirty six and one quarter ($36\frac{1}{4}$), thirty seven and one half ($37\frac{1}{2}$) or forty (40) hours per week, as applicable **to** the classification to which the permanent part-time position is assigned, but not less than 15 hours per week; or
- (b) less than twenty (20) full days over a period of four (4) consecutive weeks, but not less than nine (9) full days of seven and one quarter ($7\frac{1}{4}$), seven and one half ($7\frac{1}{2}$) or eight (8) hours, as applicable to the classification to which the permanent part-time position is assigned.
- 35.2** The “basic hourly rate” of pay for permanent part-time employees is the basic hourly rate for the class.
- 35.3** The “weekly salary” **of** a permanent part-time employee is the basic hourly rate times the applicable weekly hours of work.
- 35.4** “Weekly hours of work” shall be the average of the regularly scheduled weekly hours of a position calculated over a period **of** four (4) consecutive weeks.
- 35.5** “Annual salary” shall be the weekly salary multiplied by 52.17857.
- 35.6*** Except by mutual agreement between the parties permanent part-time weekly hours **of** work of a position shall be limited to a maximum of five (5) days per calendar week.

86A-1

ARTICLE 36

SENIORITY—PERMANENT PART-TIME EMPLOYEES

- 36.1*** (a) A permanent part-time employee’s seniority will accumulate upon completion of a probationary period of not less than six (6) calendar months and

86B-1

will be calculated from his first day of work of his most recent appointment to the permanent part-time staff of the Employers. An employee appointed to the permanent part-time staff from the casual staff shall, upon completion of the probationary period, be credited with seniority from July 1, 1985 calculated in accordance with the formula described in Article 4.1(b) (i).

- (b) For the purpose of seniority based rights under the Collective Agreement, seniority for Permanent Part-Time employees will be calculated on hours worked which includes weekly hours of work for a permanent part-time position plus any additional hours worked, and where applicable the provisions of Article 36.1(c). A seniority list (by total hours) will be posted for the employees at each work place two (2) times per year.
- * (c) A permanent part-time employee's seniority shall continue to accumulate during:
 - (i) any leave of absence as specified in this Agreement, to a maximum of one (1) calendar year;
 - (ii) an absence due to an occupational accident or illness while the employee is performing work for the employer including any period where the employee is receiving Workers' Compensation benefits to a maximum of one (1) calendar year;
 - (iii) an absence due to illness or accident while the employee is receiving attendance credits or long term disability benefits as the result of such illness or accident, to a maximum of one (1) calendar year.

ARTICLE 37

HOURS OF WORK AND OVERTIME

- 37.1** (a) "Overtime" means a period of authorized work consisting of at least fifteen (15) minutes performed in excess of:

- * (i) eight (8) hours per day or forty (40) hours per week for employees working in the applicable classification as identified in the Salary and Classification Schedule;
 - * (ii) seven and one-half (7¹/₂) hours per day or thirty-seven and one-half (37¹/₂) hours per week for employees working in the applicable classifications as identified in the Salary and Classification Schedule, or
 - * (iii) seven and one-quarter (7¹/₄) hours per day or thirty-six and one-quarter (36¹/₄) hours per week for employees working in the applicable classification as identified in the Salary and Classification Schedule,
- computed to the nearest fifteen (15) minutes and shall be paid at the rate of one and one-half (1¹/₂) times the basic hourly rate of the employee unless otherwise provided in the Agreement.
- (b) The starting time of the work week shall be Monday, 12:01 a.m.
- 37.2** (a) Regularly scheduled hours of work shall be posted at least two (2) weeks in advance for each establishment and shall consist of at least two (2) hours in a day. Split shifts may be scheduled provided the minimum work period for any part of a shift is two (2) consecutive hours.
- (b) Hours of work may be changed without any premiums or penalty if agreed upon between the employee and management.
- * (c) Where an employee is not instructed to work overtime until the day during which the overtime is to be performed, the employee shall be reimbursed for the cost of one (1) meal to five dollars (\$5.00), effective January 1, 1989, and five dollars and twenty-five cents (\$5.25) effective January 1, 1990 provided the employee works two (2) hours or more overtime.
- 37.3** An employee who is required to work before twelve (12) hours have elapsed since the completion of the employee's previous shift shall be paid time and one-half (1¹/₂) for those hours that fall within the twelve (12) hour period.

- 37.4** Liquor Licence Inspectors who perform authorized work in excess of the hours listed in Article 37.1 (a) (i) shall take lieu days in payment of such overtime worked providing work demands on Inspectors are such to permit the Employer to grant such lieu days no later than the end of the second month following the month in which the overtime occurred. Where this is not the case the Inspectors shall be paid overtime rates in accordance with Article 37.1 (a).
- 37.5** An employee who works three (3) hours in excess of the applicable daily hours referred to in Article 37.1 shall receive one-half (1/2) hour off with pay for a meal period.
- 37.6** There shall be no duplication or pyramiding of any premium payments or compensating leave provided by this Agreement.
- 37.7*** (a) The Employers agree to pay a premium of \$5.50 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 the person designated to act for the Assistant Manager in his/her absence while working the second shift. Effective July 1, 1989 the premium under this provision shall be \$1.00 per hour for each hour worked in an acting capacity, provided he/she is assigned to act for a minimum of three (3) consecutive hours.
- * (b) An employee (other than those in (a) above) designated by the Employers to replace another employee in a higher classification shall receive a premium of eighty cents (80¢) per hour for each hour such duties are performed provided he works a minimum of two (2) continuous days in the higher classification. Effective July 1, 1989, the premium under this provision shall be one dollar (\$1.00) per hour.
- 37.7** (a) There shall be one (1) fifteen (15) minute paid rest period during each four (~~4~~) consecutive hours of work.
- (b) When an employee is required to report for work at 12 noon or thereafter and works in excess of five (5) continuous hours (inclusive of rest periods provided

under (a) above), he shall be eligible for one-half hour paid meal period.

37.8* (a) An Employee whose position is classified in a class that receives a shift premium, as indicated in Salary and Classification Schedule shall receive a shift premium of fifty-five cents (~~55¢~~) per hour for all hours worked between 6:00 p.m. and 7:00 a.m. Where more than fifty per cent (50%) of the hours fall within this period, the premium shall be paid for all hours worked. Effective January 1, 1990, this premium shall be sixty cents (60¢) per hour.

(b) Shift premium shall not be considered as part of an employee's basic hourly rate.

37.9 It is understood and agreed that other arrangements regarding hours of work and overtime may be entered into between the parties with respect of variable work days or variable work weeks which includes compressed work week arrangements.

ARTICLE 38

PAID HOLIDAYS

38.1 An employee shall be entitled to a holiday each year on each of the following days which fall on a day that is a regularly scheduled work day for the employee:

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New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	

and any special holiday as proclaimed by the Governor-General or Lieutenant Governor.

38.2 An employee shall be compensated for each of the holidays to which he is entitled under Article 38.1. The compensation shall be equivalent to that of his regularly scheduled working day, but shall not exceed seven and one-quarter ($7\frac{1}{4}$), seven and one-half ($7\frac{1}{2}$) or eight (8) hours, as applicable.

- 38.3** When an employee works on a holiday listed in Article 38.1, in addition to any compensation to which he may be entitled under Article 38.2, the employee shall be paid at the rate of two (2) times the basic hourly rate for all hours worked with a minimum credit of the number of hours in his regularly scheduled working day.

ARTICLE 39

VACATION AND VACATION CREDITS

- 39.1** An employee may take vacation leave of absence only to the limit of his accumulated vacation credits, may not take vacation leave of absence during his first six (6) months service and his accumulated vacation credits shall be reduced by the vacation leave of absence taken.
- 39.2** An employee who leaves the Employers after less than **six** (6) months service shall receive vacation pay at the rate of four percent (4%) of salary paid to the employee during this period.
- 39.3** Pay in lieu of vacation credits is payable on separation or on death of an employee from the Employers when an employee has been with the Employers for six (6) months or more.
- 39.4** (a) An employee may accumulate vacation credits to a maximum of twice his rate of accrual but shall be required to reduce his balance of credits to a maximum of one (1) year's accrual by each December 31st.
- (b) Where the Employers are unable to grant an employee his vacation entitlement following proper notice in accordance with the established procedures, the employee shall not lose vacation credits or pay.
- 39.5** An employee will be credited with his vacation for a calendar year at the beginning of each calendar year.
- 39.6** (a) An employee shall earn a pro-rated portion of the vacation credits shown below based on the ratio that his weekly hours of work bear to the normal hours of work (weekly) for the classification as prescribed by Salary and Classification Schedule:

Effective July 1, 1988, vacation credits shall accumulate pro rata for each month of service as follows:

- (i) one and one-quarter ($1\frac{1}{4}$) days per month for up to and including eight (8) years of service;
 - (ii) one and two-thirds ($1\frac{2}{3}$) days per month after eight (8) years of service; or
 - (iii) two and one-twelfth ($2\frac{1}{12}$) days per month after seventeen (17) years of service.
- (b) Effective July 1, 1989, vacation credits shall accumulate pro rata for each month of service as follows:
- (i) one and one-quarter ($1\frac{1}{4}$) days per month for **up** to and including eight (8) years of service;
 - (ii) one and two-thirds ($1\frac{2}{3}$) days per month after eight (8) years of service; or
 - (iii) Two and one-twelfth ($2\frac{1}{12}$) days per month after sixteen (**16**) years of service.
- (c) Effective July 1, 1990, vacation credits shall accumulate pro rata for each month of service as follows:
- (i) one and one-quarter ($1\frac{1}{4}$) days per month for up to and including eight (8) years of service;
 - (ii) one and two-thirds ($1\frac{2}{3}$) days per month after eight (8) years of service;
 - (iii) two and one-twelfth ($2\frac{1}{12}$) days per month after sixteen (16) years of service; or
 - (iv) two and one-half ($2\frac{1}{2}$) days per month after twenty seven (27) years of service.
- (d) Where an employee has completed twenty-five (25) years of service there is added on that occasion only, that portion of five (5) days vacation credits represented by the ratio that his weekly hours of work bear to the normal hours of work (weekly) for the classification as prescribed by the Salary and Classification Schedule.
- (e) **An** employee who has completed twenty-five (25) or more years of service and who is in his sixty-fifth (65th) year shall be entitled to that portion of five (5) days pre-retirement leave represented by the ratio of

his weekly hours of work bear to the normal hours of work (weekly) for the classification as prescribed by Salary and Classification Schedule during the twelve (12) month period immediately preceding the employee's retirement date. It is understood and agreed, however, that should the employee's retirement date coincide with the anniversary of his twenty-fifth (25th) year of service he shall not be entitled to additional days of vacation provided for above. The maximum vacation entitlement under this subsection in any year shall be equivalent to six (6) times the weekly hours of work.

- 39.7** An employee is entitled to vacation credits under Article 39.6. in respect of a calendar month in which he is at work or on leave of absence with pay for at least one (1) work day.
- 39.8** Where vacation leave-of-absence is applied under Article 42.2 an employee may apply to the Employers for leave-of-absence without pay, after return to duty from sick leave and within a twelve (12) month period, equal to the vacation credits applied to his deficit of attendance credits.
- 39.9** The Employers will consider the preference of employees in the scheduling of vacation.

ARTICLE 40

ATTENDANCE CREDITS

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- 40.1** In this Article "attendance year" means the period from the 1st day of January in a year to and including the 31st day of December in the same year.
- 40.2** An employee is entitled to an attendance credit of that portion of fifteen (15) days as his weekly hours of work bear to the normal hours of work (weekly) for the classification as prescribed by Salary and Classification Schedule in respect of each attendance year at the commencement of each attendance year and such credits will be added to those accumulated by the employee.
- 40.3** An employee is entitled to attendance credits under Article 40.2 in respect of a calendar month in which he is at work or on leave-of-absence with pay for at least

one (1) work day.

- 40.4** Upon commencement of employment an employee is entitled to an attendance credit in days computed by multiplying by that portion of one and one-quarter ($1\frac{1}{4}$) as his regular weekly hours of work bear to the normal hours of work (weekly) for the classification as prescribed by the Salary and Classification Schedule times the number of whole months remaining in the attendance year calculated from and including the date of commencement of his service.
- 40.5** Notwithstanding the provisions of Article 40.3 an employee is not entitled to attendance credits under Article 40.2 in respect of a month in which the employee is absence from work,
- (a) without leave;
 - (b) by removal from employment for cause; or
 - (c) without pay for the whole calendar month.

ARTICLE 41

TERMINATION PAYMENTS

- 41.1** (a) For the purposes of this Article “Severance Pay” is an amount computed by multiplying the total number of years of service of an employee by the weekly salary to which he was entitled at the date he ceased to be an employee.
- (b) The total amount paid to an employee in respect of Severance Pay shall not exceed one-half ($1/2$) of the annual salary of the employee at the date when he ceased to be an employee.
- (c) Employees who are terminated for cause or who abandon their positions are not eligible for severance pay.
- 41.2** An employee who has completed one (1) year of continuous service as a permanent employee, and who ceases to be an employee by reason of:
- (a) death,
 - (b) retirement with eligibility for a Superannuation

88H-1

allowance pursuant to Section 11 of the P.S.S.A. (i.e. at age 65, at age 60 with 20 years service or the 90 year rule), or a payment under Section 18 of P.S.S.A.

(c) termination due to inability to perform his duties by reason of mental or physical incapacity with eligibility for either a disability allowance under Section 12 of the P.S.S.A. or a payment under Section 18 of the P.S.S.A., or

(d) layoff

shall be entitled to Severance Pay.

ARTICLE 42

SICKNESS AND INJURY LEAVE

42.1 Except as herein provided no employee shall receive pay for absence caused by sickness or injury in excess of his accumulated credits.

42.2 Where, after having served one (1) year, an employee is absent by reason of sickness or injury for a period in excess of his accumulated credits, any credits the employee has accumulated for overtime and for vacation leave of absence shall be applied to the employee's deficit of attendance credits.

42.3 An employee may be granted pay for not more than fifteen (15) scheduled work days of excess absence and any payments in excess of credits shall be charged against the future credits to which the employee becomes entitled, and any unpaid balance shall be deducted from the amount paid the employee or the employee's personal representative under Article 41, Termination Payments.

42.4 After one (1) calendar week of absence caused by sickness or injury, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Employer certifying as to the nature of the sickness or injury and that the employee is unable to attend to his official duties. Notwithstanding this provision, the Employers may require an employee to submit the certificate required hereunder in respect of a period

of absence of less than one (1) calendar week.

- 42.5** Where an employee is absent from work by reason of a condition for which the Workers' Compensation Board assumes liability the employee shall be eligible for Compensation Leave for a period not exceeding three (3) months or a total of sixty-five (65) scheduled work days where such absences are intermittent for each unrelated claim. During such leave the employee shall receive weekly salary with no reduction of accrued credits, but vacation and attendance credits shall continue to accumulate during the period.
- 42.6** Where an award is made under the Workers' Compensation Act to an employee that is less than the weekly salary of the employee and the award applies for longer than the period set out in Article 42.5 and the employee has accumulated credits, the weekly salary may be paid to the employee and the difference between the weekly salary paid and the compensation awarded shall be converted to its equivalent time and deducted from the employee's accumulated credits.
- 42.7** An employee to whom Article 42.5 or 42.6 applies is not entitled to be in receipt of compensation from the Workers' Compensation Board in respect of the absences covered by these articles.
- 42.8** Where an employee receives an award under the Workers' Compensation Act, and the award applies for longer than the period set out in Article 42.5 and the employee has exhausted all accumulated credits, the employee will be considered on leave without pay.
- 42.9"** (a) Where for reasons of health an employee is frequently absent **or** unable to perform his duties the Employers may require him **to** submit to a medical examination at the expense of the Employers.
- * (b) It is agreed that where the employee is unable to accept the choice of the doctor under 42.9 (a) above, that arrangements will be made to select another doctor who would be mutually acceptable to the employee and the Employers.

ARTICLE 43

SPECIAL AND COMPASSIONATE LEAVE

- 43.1** The Employers may grant leave-of-absence with pay for not more than three (3) scheduled work days in any attendance year as defined in Article 40.1 to ~~an~~ employee upon any special or compassionate ground and the period of the leave shall be charged against the attendance credits of the employee unless otherwise herein provided.
- 43.2** Leave-of-absence with pay may be granted for special or compassionate purposes,
- (a) up to six (6) months with the approval of the Employers; and
 - (b) over six (6) months upon the recommendation of the Employers and with the approval of the Lieutenant Governor in Council.

ARTICLE 44

BEREAVEMENT LEAVE

- 44.1** An employee who would otherwise have been at work shall be allowed up to three (3) consecutive calendar days of leave-of-absence with pay, inclusive of the day of the funeral in the event of the death of a member of his immediate family and such leave shall not be charged against attendance credits.
- 44.2** For the purpose of this Article, “immediate family” shall include the employee’s spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse’s grandparents, grandchild, ward or guardian.

ARTICLE 45

MATERNITY AND ADOPTION LEAVE

- 45.1** The Employers agree to provide for maternity leave, without pay and without accumulation of credits, in accordance with the provisions of the Ontario Employment Standards Act. The Employers shall continue the coverage under O.H.I.P., Supplementary Health and Hospitalization (including vision care), Basic Life Insurance, L.T.I.P. and Dental if the employee elects to continue to pay her portion of the premiums for these plans.
- 45.2** (a) An employee entitled to maternity leave under this Article, who provides the Employers with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 30, Unemployment Insurance Act., 1971, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- 45.2** (b) In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (i) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her weekly salary for her classification, which she was receiving on the last day worked prior to the commencement of the maternity leave, including any retroactive salary adjustment to which she may become entitled;
 - and
 - (ii) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly U.I.C. benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of her weekly salary for the classification, which she was receiving on the last day worked prior to the commencement of the maternity leave, including any retroactive salary adjustment to which she may become entitled.

- 45.3** An employee shall be entitled to a leave-of-absence without pay and without accumulation of credits of up to **six (6)** months, if requested in writing, at least four (4) weeks before the expiration of her maternity leave.
- 45.4*** An employee returning from a leave-of-absence shall be assigned to her former classification and be paid at the step in the salary range that she had attained when the leave-of-absence was granted.
- 45.5** The Employers agree to provide for leave-of-absence for a period of up to seventeen (17) weeks without pay and without accumulation of credits for the purpose of adopting a child, for an employee who has completed one (1) year of service.

ARTICLE 46

UNIFORMS, ATIRE AND SPECIAL ALLOWANCES

- 46.1** (a) The Employer shall supply to a male employee in the store system an issue of one (1) long sleeve shirt and one (1) short sleeve shirt for each work day in his regularly scheduled work week, and two (2) ties renewable every two (2) years and of a design approved by the Employer. Aprons of a design approved by the Employer will be provided for use by store personnel involved in handling case stock.
- 46.1** (b) For female store personnel an issue will be made of one (1) long sleeve blouse and one (1) short sleeve blouse for each work day in her regularly scheduled work week, renewable every two (2) years and of a design approved by the Employer.
- 46.2** Employees in the LCBO warehouses will be issued one (1) clean shirt and one (1) clean pair of trousers per week, the cost of which shall be the responsibility **of** the Employer.
- 46.3"** (a) Employees in the Warehouses, Distribution Depots and who operate power lifting equipment in the Stores shall wear safety boots/shoes **of** a design approved by the Employer. Such footwear shall be replaced in the warehouses upon the recommendation of the Warehouse Foreman and the endorsement of the Warehouse Supervisor, and in the

Distribution Depots/Stores upon the recommendation of the Supervisor or Manager. Where such footwear is to be replaced it must be surrendered to the Employer before new footwear is issued. The cost of the safety boots/shoes issued pursuant to this provision is to be paid fully by the Employer.

- (b) All-weather jackets and/or work vests will be made available for those warehouse personnel whose work activities justify their use.
- (c) All-weather jackets for inclement weather will be made available at the applicable stores where the required duties necessitate store personnel to perform loading duties outdoors in such weather.

46.4 Employees physically unable to wear safety boots/shoes for medical reasons certified by a physician shall instead be required to wear safety toe caps on recognized work boots/shoes and the cost of such safety toe caps issued pursuant to this provision is to be paid fully by the Employers.

46.5* Female personnel at the Toronto Airport Stores shall be provided with two (2) blazers, two (2) slacks, two (2) skirts and two (2) vests. Male employees at the Toronto Airport Stores will be provided with two (2) jackets. The design of the above is to be approved by the Employer. When such articles of clothing are to be replaced they shall be surrendered to the Employer who will decide if new clothing is to be issued.

46.6 Wine Consultants will be provided with two (2) jackets of a design approved by the Employer. When such jackets are to be replaced they shall be surrendered to the Employer who will decide if a new jacket is to be issued.

ARTICLE 47

JOB SECURITY

47.1 Where a lay-off may occur for a period in excess of ninety (90) calendar days by reason of shortage of work or funds or the abolition of a position or other material change in organization, the identification of a surplus employee in an establishment and subsequent assign-

ment, displacement or lay-off shall be in accordance with seniority subject to the conditions set out in this article. It is understood that for the purpose of this article the employees of each Employer constitute separate units.

47.2 For the purpose of this article:

- (a) An “establishment” is an employee’s headquarters at or from which an employee normally performs his duties.
- (b)
 - (i) A “work area” includes all Employer establishments within a fifty (50) kilometer radius of any given establishment.
 - (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.
- (c) It is understood that when it is necessary to assign surplus employees in accordance with this article, the provisions of Article 21 shall not apply.

47.3 Where an employee is identified as surplus, he shall be assigned on the basis of his seniority to a permanent part-time vacancy in his work area, provided he is qualified to perform the work and the weekly salary of the vacancy is not greater than two percent (2%) above nor sixteen percent (16%) below the weekly salary of his position as follows:

- a vacancy which is in the same class or position as the employee’s class or position;
- a vacancy in a class or position in which the employee has served since his appointment date;
- another vacancy.

47.4 With mutual consent (employee and Employer), a surplus employee shall be assigned on the basis of his seniority to a vacant permanent part-time position in another work area provided he is qualified to perform the work and the weekly salary of the vacancy is not greater than two percent (2%) above nor sixteen percent (16%) below the weekly salary of his class.

47.5 An employee who does not accept an assignment in accordance with Article 47.3, shall be laid off and the

provisions of Article 47.7 shall not apply.

- 47.6** Where an employee has not been assigned to a vacancy in accordance with Articles 47.3 or 47.4, he shall be subject to lay-off in accordance with the following applicable provisions.
- 47.7** An employee who has completed his probationary period and who is subject to lay-off as a surplus employee shall have the right to displace an employee who shall be identified by the Employers in the following manner and sequence:
- (a) Within the surplus employee's work area, the Employer will identify the permanent part-time employee with the least seniority in the same class in which the surplus employee is presently working and if such employee has less seniority than the surplus employee, he shall be displaced by the surplus employee, provided that the surplus employee is qualified to perform the work of such employee.
 - (b) Failing the opportunity for displacement under (a) above, the Employer will review the classes in the same class series within the surplus employee's work area, in descending order, until a class is found in which the permanent part-time employee with the least seniority in the class has less seniority than the surplus employee. Such employee shall be displaced by the surplus employee, provided that the surplus employee is qualified to perform the work of such employee.
 - (c) Failing the opportunity for displacement under (b) above, the Employer will review the classes in any other class series in which the surplus employee has served since his appointment date within the surplus employee's work area, in descending order, until a class is found in which the permanent part-time employee with the least seniority in the class has less seniority than the surplus employee. Such employee shall be displaced by the surplus employee, provided the surplus employee is qualified to perform the work of such employee.
- 47.8** Where no displacement is possible under Article 47.7 or where an employee chooses not to exercise those rights, he shall be laid off.

- 47.9** An employee who intends to exercise his rights under Article 47.7 must notify the Employer as far in advance as possible but not later than two (2) weeks prior to the effective date of his lay-off or he shall be deemed to have opted to be laid off.
- 47.10** An employee who is displaced by an employee who exercises his rights under Article 47.7 shall be declared surplus and the provisions of this article shall apply.
- 47.11** An employee shall receive a notice of lay-off or pay in lieu thereof as follows:
- (a) two (2) weeks' notice if his period of employment is less than five (5) years;
 - (b) four (4) weeks' notice if his period of employment is five (5) years or more but less than ten (10) years; and
 - (c) eight (8) weeks' notice if his period of employment is ten (10) years or more;
- with copies of such notice to the Union.
- 47.12** An employee who is laid off shall be placed on a recall list.
- 47.13** An employee on the recall list shall be notified of all permanent part-time vacancies, including those posted in accordance with Article 21. Notices shall be forwarded by registered mail to the employee's last known address. Such employee shall be assigned to the vacancy if he applies therefore within fourteen (14) days and either:
- (a) he is qualified and has the greatest seniority amongst the eligible applicants, including those who are being considered in accordance with Article 21.5(a), or
 - (b) he is the successful candidate in accordance with the provision of Article 21.5(b), where applicable.
- 47.14** Relocation expenses resulting from any assignments under this article shall be the responsibility of the employee.
- 47.15** Where an employee who has been laid off is assigned under this article to the same position or a position in the same class as the position he occupied at the time of lay-off, he shall be assigned to the step within the salary

range applicable to the position, equivalent to the step at which he was paid at the time of lay-off.

- 47.16** Where an employee is assigned under this article to a position with a classification having a different maximum salary than the maximum salary of the employee's position prior to assignment or lay-off, the employee shall be paid at the rate closest to but not greater than the rate he was receiving prior to the assignment or lay-off. This provision shall not apply to an employee promoted under Article 47.13.
- 47.17** An employee shall be removed from the recall list after two (2) years of continuous lay-off.
- 47.18** In no case will the Employers train a new employee for a permanent part-time vacancy or a new permanent part-time position where there is a surplus employee who has not been assigned under any other provision of this Article or any person who has rights under Article 47.13 who could qualify for the vacancy through the same training program, and where that surplus employee or other person agrees to accept retraining in lieu of all other rights set out in this Article.
- 47.19** The Employers shall provide the Union with recall lists and amendments thereto. ✓

ARTICLE 48

EMPLOYEES GROUP INSURANCE AND MEDICAL BENEFITS PLANS

The summaries contained in Article 48 are intended merely as a convenient reference to the more important terms and provisions of these benefits. The master contracts covering these plans shall be the governing documents. ✓

48.1 Ontario Health Insurance Plan (O.H.I.P.)

The Employers shall pay forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%) or eighty percent (80%) of the monthly O.H.I.P. premium of each employee, whichever is closest to the percentage that the employee's weekly hours of work bear to the applicable weekly full-time hours. The employee shall pay the balance of the monthly premium through payroll deduction.

48.2 Supplementary Health and Hospitalization

(a) The plan is intended to cover a number of medical and hospital costs not covered under O.H.I.P. It is not necessary for the employee or dependents to be confined to hospital to be eligible for benefits under this plan.

(b) Plan Details

(i) this plan shall cover the employee, the employee's spouse and all other dependents under twenty-one (21) years of age, or a dependent who is between the ages of twenty-one (21) and twenty-five (25) and is a full-time student attending an educational institution or a mentally retarded or physically handicapped child of an employee, provided such child is unmarried, twenty-one (21) years or over, dependent upon such employee for support and was mentally retarded or physically handicapped and insured as a dependent immediately prior to age twenty-one (21)

(ii) expenses incurred for prescribed drugs and medicines dispensed by a physician or by a licensed pharmacist on the written prescription of a physician or dental surgeon shall be reimbursed to the employee at ninety percent (90%) of the cost

(iii) reimbursement for all reasonable and necessary eligible expenses recommended and approved by a physician or surgeon shall be made at one hundred percent (100%) of cost or as detailed in the 'master contract'

* Eligible Expenses Include:

(a) Charges by a licensed hospital for room and board and for hospital services and supplies furnished for care and treatment, up to fifty five dollars (\$55.00) per day, effective January 1, 1989, and up to sixty dollars (\$60.00) per day effective July 1, 1990.

(b) Charges for private duty nursing in your home by a registered graduate nurse who is not ordinarily a resident in your home and is not related to you or to your depen-

dents, provided the service was recommended and approved by a licensed physician or surgeon.

- (c) Artificial limbs and eyes, crutches, splints, casts, trusses and braces.
- (d) Rental of wheelchairs, hospital beds or iron lungs required for temporary therapeutic use. A wheelchair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost.
- (e) Oxygen and its administration.
- (f) Hearing aids and eye glasses if required as a result of accidental injury.
- (g) Ambulance services.
- (h) Dental services and supplies which are provided by a dental surgeon within a **period** of eighteen (18) months following accident for treatment of accidental injury to natural teeth including replacement of such teeth or for the setting of a jaw fractured or dislocated in **an** accident, excluding any benefits payable under any provincial medical plan.
- * (i) Charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and masseur to a maximum of twelve dollars (\$12.00) per visit for each visit not subsidized by O.H.I.P. and effective July 1, 1989 this maximum increases to fifteen dollars (\$15.00).
- * (j) Charges for the services of a psychologist up to sixteen dollars (\$16.00) per half (1/2) hour for individual psychotherapy and/or testing (effective July 1, 1989 increases to twenty dollars (\$20.00)) and twelve dollars (\$12.00) for all other visits (effective July 1, 1989 increases to fifteen dollars (\$15.00)).
- (k) Fees for services rendered outside of Ontario, by a physician, surgeon or a

specialist legally licensed to practice medicine, in excess of the charges which are allowed under the Provincial Health Insurance Plan, but not to exceed the amount specified in the Ontario Medical Association Tariff.

*

- (l) Charges for surgery by a podiatrist, performed in a podiatrist's office to a maximum of one hundred dollars (\$100.00), effective July 1, 1989 this maximum increases to one hundred and twenty-five dollars (\$125.00).
- (c) If an employee elects to participate in the Plan, the Employers shall pay forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%), or eighty percent (80%) of the monthly premium for the Supplementary Health and Hospital plan, whichever is closest to the percentage that the employee's weekly hours of work bear to the applicable weekly full-time hours.
- (d) (i) The Employers agree to pay fifty percent (50%) of the same percentage of the monthly premium for vision care coverage (Standard Great West Life Visioncare Plan or its equivalent) under the Supplementary Health and Hospital Plan that is appropriate under (c) above. The employee shall pay the balance of the monthly premium through payroll deduction. This coverage provides for vision care to a maximum of one hundred dollars (\$100.00) per insured person in any 24-month period for the purchase of prescribed lenses and frames, effective July 1, 1989 to a maximum of one hundred and fifteen dollars (\$115.00) and effective July 1, 1990 to a maximum of one hundred and thirty dollars (\$130.00) or to a maximum of two hundred dollars (\$200.00) per insured person in any 24-month period for the purchase of prescribed contact lenses for those unable to wear glasses.
- (ii) Hearing aid coverage is provided to a maximum of two hundred and fifty dollars (\$250.00) per person for the purchase of hearing

aids, on one occasion. Effective January 1, 1989 coverage is provided for two hearing aids (one for each ear, where necessary) to a maximum of five hundred dollars (\$500.00) (2 x \$250.00) per person, on one occasion.

48.3 Basic Life Insurance

- (a) The Employers shall provide life insurance to each active employee in the amount of one hundred percent (100%) of annual salary or six thousand dollars (\$6,000.00), whichever is greater.
- (b) Upon retirement under the Public Service Superannuation Act, Basic Life Insurance shall be provided at no cost, but reduced to two thousand dollars (\$2,000.00) on the first of the month coinciding with or next following date of retirement and this amount will be continued for the remainder of life.
- (c) If any employee becomes totally disabled before his sixty-fifth (65th) birthday so that he is unable to perform any work for a continuous period of at least nine (9) months, the Basic Life Insurance will be kept in force without cost to the employee as long as the total disability continues subject to reductions at age sixty-five (65) described above.
- (d) Conversion privileges to standard life and term insurance of the insurer are available upon leaving the employ of the Employers.
- (e) The Employers shall pay one hundred percent (100%) of the premiums as may be amended from time to time.

48.4 Supplementary Life Insurance For Employees and Dependents

- (a) An employee may purchase life insurance additional to the Basic Life Insurance to an amount equivalent to once or twice annual salary as may be amended from time to time. This option shall be available without evidence of insurability when the employee first becomes eligible. If any application for Supplementary Life Insurance is made more than thirty-one (31) days after first becoming eligible, evidence of insurability satisfactory to the insurer must be supplied. Change from once to

twice annual salary will also require evidence of health satisfactory to the insurer being supplied hereto.

- (b) The amount of insurance and premium will be adjusted with the changes in salary from time to time. In the event of death from any cause while insured, the amount of Supplementary Life Insurance under the plan will be paid to the beneficiary named. Change of beneficiary (within the limits set by law) may be made at any time by completing a form which may be obtained from the Human Resources Department.
- (c) Supplementary Life Insurance for dependents is available in the following amounts:
 - (i) spouse one thousand dollars (\$1,000.00), children over fourteen (14) days and under twenty-one (21) years of age five hundred dollars (\$500.00)
 - (ii) spouse two thousand dollars (\$2,000.00), children over fourteen (14) days and under twenty-one (21) years of age one thousand dollars (\$1,000.00)
- (d) Conversion privileges are available upon leaving the employ of the Employers for employee and spouse insurance only.
- (e) The cost of the above plan shall be borne solely by the employee.

48.5 Long Term Income Protection Plan (L.T.I.P.)

- (a) The Employers shall pay one hundred per cent (100%) of the premium of the L.T.I.P. Plan.
- (b) Plan Details
 - (i) Long Term Income Protection benefits will become payable if while insured the employee becomes "totally disabled" - benefits continue during disability to age sixty-five (65), after an elimination period of six (6) months, or the expiration of accumulated attendance credits, whichever is the later
 - (ii) "total disability" under this plan means the continuous inability as the result of illness or injury of the insured employee to perform

each and every duty of normal occupation during the elimination period, and during the first twenty-four (24) months of the benefit period; and thereafter, during the balance of the benefit period, the inability to perform any and every duty of each gainful occupation for which the employee is reasonably fitted by education, training or experience

- (iii) L.T.I.P. benefits shall be sixty-six and two-thirds percent ($66\frac{2}{3}$) of the employee's weekly salary, earned on the last day worked, including any retroactive salary adjustment to which the employee is entitled
- (iv) the Employers will maintain the employee's pension contributions while on L.T.I.P. benefits, in accordance with the Public Service Superannuation Act
- (v) if the employee becomes disabled again while still insured for this benefit, the income benefits will be payable on completion of the elimination period - however - if within three (3) months after benefits have ceased, the employee has a recurrence of a disability due to the same or a related cause, it will not be necessary to satisfy the elimination period again
- (vi) an employee in receipt of L.T.I.P. benefits who is able to resume activity on a gradual basis during recovery, partial benefits may be continued during rehabilitative employment - "rehabilitative employment" means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received - when considering rehabilitative employment benefits, L.T.I.P. will take into account the rehabilitative benefit which will be the monthly L.T.I.P. benefit less fifty percent (50%) of rehabilitative employment earnings - the benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months - rehabilitative employment may be with the Employers or with another employer
- (vii) the L.T.I.P. benefit to which an employee is

entitled under (iii) above will be reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employers make a contribution except for Workers' Compensation Benefits paid for an unrelated disability.

48.6 Dental Plan

- * (a) The Employers will provide the Ontario Blue Cross Dental Plan No. 9 plus Rider 2 (or its equivalent). Effective January 1, 1990, the Employers will provide Rider 3 (or its equivalent) with coinsurance for plan participants between the ages of six (6) to eighteen (18) years to a lifetime maximum of \$2,000.00. Effective January 1, 1989, the schedule of fees shall be based on 1989 Ontario Dental Association Fee Schedule. Effective January 1, 1990, the schedule of fees shall be based on the 1990 Ontario Dental Association Fee Schedule.
- * (b) If an employee elects to participate, the Employers shall pay forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%) or eighty percent (80%) of the monthly premium for the Dental Plan, whichever is closest to the percentage that the employee's weekly hours of work bear to the applicable weekly full-time hours. The employee shall pay the balance of the monthly premium through payroll deduction. Effective July 1, 1990 the Employers shall pay sixty percent (60%) of the appropriate percentage of the monthly premium, as defined above, for the Ontario Blue Cross Dental Plan No. 9 plus Rider 2 (or its equivalent).

ARTICLE 49

TECHNOLOGICAL CHANGE

- 49.1** 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.
- 49.2** In the event of technological change the Employers will

make every reasonable effort to minimize adverse effects on employees which may be caused by such change.

- 22A
- 49.3 (a) The Employers 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.
- 22B 1
- (b) Notwithstanding the above, where the introduction of technological change will result in the lay-off of an employee who has completed his 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 Employers' operations, the periods of notice in (a) and (b) above shall be provided to the Union as expeditiously as possible.

22E-1

49.4 (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.

22D-1 *

(b) 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 Employers.

ARTICLE 50

VIDEO DISPLAY TERMINALS

67A-1

50.1 After each hour of continuous operation of a VDT, a VDT operator shall be relieved of such duties for a period of ten (10) minutes.

50.2 At the beginning of assignment to a VDT and annually

67A-1

678-1
thereafter, 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 examination by an optometrist or ophthalmologist who is qualified to conduct the following tests:

- (a) unaided visual acuity (letter chart test)
- (b) refractive findings
- (c) corrected visual acuity
- (d) amplitude accommodation
- (e) suppression
- (f) muscle balance (near, one metre, distant)
- (g) slit lamp biomicroscopy

The cost of the eye examination, not to exceed the O.H.I.P. fee schedule for such examinations, shall be borne by the Employers and the VDT operator shall authorize release of a copy of the examination report to the Employers.

- 50.3
- (a) A pregnant VDT operator may request reassignment from VDT duties for the remainder of her pregnancy by forwarding a written request to the Employers together with a certificate from a legally qualified medical practitioner certifying that she is pregnant.
 - (b) Upon receipt of the written request specified in 50.3 (a), the Employers shall, where possible, assign the employee to a vacancy in the bargaining unit within the Employer, provided that she is able and qualified to perform the required duties and the salary maximum of the vacancy is not greater than the salary maximum of the classification of her position. Where more than one (1) such vacancy is available, the Employers shall assign the employee to the vacancy with the highest salary maximum. The assignment of a surplus employee to a vacancy, in accordance with Article 5, Job Security, shall have priority over an assignment under this section.
 - (c) Where an employee is assigned to a vacancy in accordance with this section, the provisions of Article 21, Assignments & Job Postings, shall have no application.
 - (d) Where an employee is assigned, under 50.3 (b), to a position in a classification with a lower salary maxi-



mum than the salary maximum of the classification of the position from which she was assigned, she shall be paid at the rate within the salary range of the classification of the position to which she has been assigned under 50.3 (b), which is closest to but not more than the rate she was receiving immediately prior to the assignment.

- (e) Where it is not possible to assign an employee in accordance with 50.3 (b), the employee shall, upon written request, be granted a leave of absence without pay to cover the period preceding the date on which she would be entitled to commence maternity leave of absence in accordance with Article 19, Maternity & Adoption Leave.
- (f) An employee who does not accept an assignment made in accordance with 50.3 (b), may elect either to continue work in her original position or request leave of absence in accordance with 50.3 (e).

ARTICLE 51

TERM OF AGREEMENT

51. This Agreement will continue in effect until December 31, 1990.

This Agreement shall continue automatically thereafter for periods of one (1) year unless either party notifies the other party in writing of its desire to enter into negotiations for renewal of this Agreement in which event this Agreement shall continue until a new Agreement is executed.

SCHEDULE OF CASUAL HOURLY WAGE RATE

- (a) Salary effective January 1, 1989
- (b) Salary effective July 1, 1989
- (c) Salary effective January 1, 1990
- (d) Salary effective July 1, 1990

*Starting Class Code

**Class Code After Six (6) Months

CLASS CODE*	CLASS CODE**	CLASS TITLE	SALARY RANGE
030	031	Filer	(a) \$ 8.37 (b) \$ 8.82 (c) \$ 9.27 (d) \$ 9.57
050	051	Typist	(a) \$ 9.35 (b) \$ 9.80 (c) \$10.25 (d) \$10.55
040	041	Office Clerk	(a) \$ 9.35 (b) \$ 9.80 (c) \$10.25 (d) \$10.55
060	061	Senior Typist	(a) \$ 9.89 (b) \$10.34 (c) \$10.79 (d) \$11.09
062	063	Clerk Typist	(a) \$ 9.89 (b) \$10.34 (c) \$10.79 (d) \$11.09
064	065	Keypunch Operator	(a) \$10.41 (b) \$10.86 (c) \$11.31 (d) \$11.61
066	067	Stenographer	(a) \$10.41 (b) \$10.86 (c) \$11.31 (d) \$11.61
068	069	Word Processor Operator	(a) \$10.41 (b) \$10.86 (c) \$11.31 (d) \$11.61

CLASS CODE*	CLASS CODE**	CLASS TITLE	SALARY RANGE
070	071	Senior Office Clerk	(a) \$10.68 (b) \$11.13 (c) \$11.58 (d) \$11.88
072	073	Computer Operator	(a) \$12.01 (b) \$12.46 (c) \$12.91 (d) \$13.21
020	021	Draftsperson	(a) \$10.68 (b) \$11.13 (c) \$11.58 (d) \$11.88
024	025	Lab Technician	(a) \$10.68 (b) \$11.13 (c) \$11.58 (d) \$11.88
027	028	Warehouse	(a) \$11.02 (b) \$11.47 (c) \$11.92 (d) \$12.22
022	023	Stationary Engineer	(a) \$11.48 (b) \$11.93 (c) \$12.38 (d) \$12.68
074	075	Maintenance Serviceman/Woman	(a) \$14.66 (b) \$15.11 (c) \$15.56 (d) \$15.86
076	077	Maintenance Mechanic	(a) \$16.51 (b) \$16.96 (c) \$17.41 (d) \$17.71
010	011	Stores	(a) \$11.02 (b) \$11.47 (c) \$11.92 (d) \$12.22
	026	Part-time Store Cashiers	(a) \$11.02 (b) \$11.47 (c) \$11.92 (d) \$12.22

CLASS CODE*	CLASS CODE**	CLASS TITLE	SALARY RANGE
033	034	Licence Inspector (Trainee)	(a) \$13.07 (b) \$13.52 (c) \$13.97 (d) \$14.27
035	036	Licence Inspector	(a) \$13.87 (+) \$14.37 (b) \$14.82 (c) \$15.27 (d) \$15.57

+Special Wage **Adjustment** effective May 1, 1989

SALARY AND CLASSIFICATION SCHEDULE

NOTE: (1) Semi-annual and annual increases are dependent upon satisfactory performance and recommendation from Supervisor.
 (2) For the purpose of job security, job class series are separated by dotted lines.

<u>Class Code</u>	<u>Title Class</u>					<u>Hours Of Work</u>	<u>Shift Premium</u>
428	Licence Inspector Grade 2 (Annual Increases)					40	NO
01/01/89	- Hourly	16.00	16.61	17.17	17.74	18.51	
	- Annual	33,436	34,667	35,836	37,026	38,633	
01/05/89	- Hourly	16.52	17.11	17.67	18.24	19.01	
	- Annual	34,480	35,711	36,880	38,069	39,677	
02/05/89*	- Hourly	17.62	18.25	18.85	19.46	20.28	
	- Annual	34,477	35,710	36,884	38,077	39,682	
01/07/89*	- Hourly	18.07	18.70	19.30	19.91	20.73	
	- Annual	35,358	36,590	37,764	38,958	40,562	
01/01/90*	- Hourly	18.52	19.15	19.75	20.36	21.18	
	- Annual	36,238	37,471	38,645	39,838	41,443	
01/07/90*	- Hourly	18.82	19.45	20.05	20.66	21.48	
	- Annual	36,825	38,058	39,232	40,425	42,030	

NOTE: Annual averaging of hours based on a 37.50 hour week.

<u>Class Code</u>	<u>Title Class</u>					<u>Hours Of Work</u>	<u>Shift Premium</u>
15	Liquor Store Clerk Grade 2-PPT Cashier (Semi-annual Increases)					40	NO
01/01/89	- Hourly	12.45	13.33				
	- Annual	25,985	27,822				
01/07/89	- Hourly	12.90	13.78				
	- Annual	26,924	28,761				
01/01/90	- Hourly	13.35	14.23				
	- Annual	27,863	29,700				
01/07/90	- Hourly	13.65	14.53				
	- Annual	28,489	30,326				
07	Liquor Store Clerk Grade 3 (Semi-annual increases to the third step, annual thereafter.)					40	NO
01/01/89	- Hourly	12.45	13.33	13.88	14.32	14.77	
	- Annual	25,985	27,822	28,970	29,888	30,827	
01/07/89	- Hourly	12.90	13.78	14.33	14.77	15.22	
	- Annual	26,924	28,761	29,909	30,827	31,766	
01/01/90	- Hourly	13.35	14.23	14.78	15.22	15.67	
	- Annual	27,863	29,700	30,848	31,766	32,706	
01/07/90	- Hourly	13.65	14.53	15.08	15.52	15.97	
	- Annual	28,489	30,326	31,474	32,392	33,332	

9

<u>Class Code</u>	<u>Title Class</u>					<u>Hours Of Work</u>	<u>Shift Premium</u>
06	Liquor Store Clerk Grade 4 (06 Bookkeeper, 10 'C' Store Asst.) (Annual Increases)					40	NO
01/01/89	-Hourly	14.32	14.77	15.24	15.71		
	- Annual	29,888	30,827	31,808	32,789		
01/07/89	- Hourly	14.77	15.22	15.69	16.16		
	- Annual	30,827	31,766	32,747	33,728		
01/01/90	- Hourly	15.22	15.67	16.14	16.61		
	- Annual	31,766	32,706	33,686	34,667		
01/07/90	- Hourly	15.52	15.97	16.44	16.91		
	- Annual	32,392	33,332	34,313	35,294		
05	Liquor Store Manager 1 (05 'D' Store Manager) (Annual Increases)					40	NO
01/01/89	-Hourly	15.24	15.71	16.13	16.67		
	- Annual	31,808	32,789	33,666	34,793		
01/07/89	- Hourly	15.69	16.16	16.58	17.12		
	- Annual	32,747	33,728	34,605	35,732		
01/01/90	-Hourly	16.14	16.61	17.03	17.57		
	- Annual	33,686	34,667	35,544	36,671		
01/07/90	- Hourly	16.44	16.91	17.33	17.87		
	- Annual	34,313	35,294	36,170	37,297		

Class Code	Title Class					Hours Of Work	Shift Premium
09	Liquor Store Manager 2 (09 'B' Store Assistant) (Annual Increases)					40	NO
01/01/89	-Hourly	16.21	16.67	17.10			
	- Annual	33,833	34,793	35,690			
01/07/89	-Hourly	16.66	17.12	17.55			
	- Annual	34,772	35,732	36,629			
01/01/90	-Hourly	17.11	17.57	18.00			
	- Annual	35,711	36,671	37,569			
01/07/90	- Hourly	17.41	17.87	18.30			
	- Annual	36,337	37,297	38,195			
428	Liquor Store Manager 3 (03 'A' Store Assistant, 04 'C' Store Manager) (Annual Increases)					40	NO
01/01/89	-Hourly	16.67	17.10	17.55	18.01		
	- Annual	34,793	35,690	36,629	37,589		
01/07/89	-Hourly	17.12	17.55	18.00	18.46		
	- Annual	35,732	36,629	37,569	38,529		
01/01/90	-Hourly	17.57	18.00	18.45	18.91		
	- Annual	36,671	37,569	38,508	39,468		
01/07/90	- Hourly	17.87	18.30	18.75	19.21		
	- Annual	37,297	38,195	39,134	40,094		

Class Code	Title Class				Hours Of Work	Shift Premium
703	Stationary Engineer (Annual Increases)				40	YES
01/01/89	-Hourly	13.41	14.09	14.77		
	- Annual	27,989	29,408	30,827		
01/07/89	-Hourly	13.86	14.54	15.22		
	- Annual	28,928	30,347	31,766		
01/01/90	- Hourly	14.31	14.99	15.67		
	- Annual	29,867	31,286	32,706		
01/07/90	- Hourly	14.61	15.29	15.97		
	- Annual	30,493	31,912	33,332		

721	Watchperson (Annual Increases)				40	YES
01/01/89	-Hourly	12.89	13.33	13.78		
	- Annual	26,903	27,822	28,761		
01/07/89	-Hourly	13.34	13.78	14.23		
	- Annual	27,842	28,761	29,700		
01/01/90	-Hourly	13.79	14.23	14.68		
	- Annual	28,782	29,700	30,639		
01/07/90	- Hourly	14.09	14.53	14.98		
	- Annual	29,408	30,326	31,265		

Class Code	Title Class					Hours Of Work	Shift Premium
16	Wine Consultant, Senior (Annual Increases)					40	NO
01/01/89	- Hourly	14.32	14.77	15.24	15.71		
	- Annual	29,888	30,827	31,808	32,789		
01/07/89	- Hourly	14.77	15.22	15.69	16.16		
	- Annual	30,827	31,766	32,747	33,728		
01/01/90	- Hourly	15.22	15.67	16.14	16.61		
	- Annual	31,766	32,706	33,686	34,667		
01/07/90	- Hourly	15.52	15.97	16.44	16.91		
	- Annual	32,392	33,332	34,313	35,294		
17	Wine Consultant (Semi-annual increases to the third step, annual thereafter.)					40	NO
01/01/89	- Hourly	12.45	13.33	13.88	14.32		
	- Annual	25,985	27,822	28,970	29,888		
01/07/89	- Hourly	12.90	13.78	14.33	14.77		
	- Annual	26,924	28,761	29,909	30,827		
01/01/90	- Hourly	13.35	14.23	14.78	15.22		
	- Annual	27,863	29,700	30,848	31,766		
01/07/90	- Hourly	13.65	14.53	15.08	15.52		
	- Annual	28,489	30,326	31,474	32,392		

100

Class Code	Title Class					Hours Of Work	Shift Premium
709	Building Maintenance Mechanic (Semi-annual increases to the second step, annual thereafter.)					37.5	YES
01/01/89	- Hourly	17.67	18.13	18.63	19.17		
	- Annual	34,575	35,475	36,453	37,510		
01/07/89	- Hourly	18.12	18.58	19.08	19.62		
	- Annual	35,455	36,355	37,334	38,390		
01/01/90	- Hourly	18.57	19.03	19.53	20.07		
	- Annual	36,336	37,236	38,214	39,271		
01/07/90	- Hourly	18.87	19.33	19.83	20.37		
	- Annual	36,923	37,823	38,801	39,858		
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723	Control Console Operator (Annual Increases)					37.5	YES
01/01/89	- Hourly	17.09	17.72	18.35	19.02	19.71	
	- Annual	33,440	34,673	35,905	37,216	38,566	
01/07/89	- Hourly	17.54	18.17	18.80	19.47	20.16	
	- Annual	34,320	35,553	36,786	38,097	39,447	
01/01/90	- Hourly	17.99	18.62	19.25	19.92	20.61	
	- Annual	35,201	36,434	37,666	38,977	40,328	
01/07/90	- Hourly	18.29	18.92	19.55	20.22	20.91	
	- Annual	35,788	37,021	38,253	39,564	40,915	

Class Code	Title Class					Hours Of Work	Shift Premium
724	Control Console Operator, Senior (Annual Increases)					37.5	YES
01/01/89	- Hourly	19.02	19.71	20.26	20.84		
	- Annual	37,216	38,566	39,643	40,778		
01/07/89	- Hourly	19.47	20.16	20.71	21.29		
	- Annual	38,097	39,447	40,523	41,658		
01/01/90	- Hourly	19.92	20.61	21.16	21.74		
	- Annual	38,977	40,328	41,404	42,539		
01/07/90	- Hourly	20.22	20.91	21.46	22.04		
	- Annual	39,564	40,915	41,991	43,126		

706	Electronic Technician (Semi-annual increases to the second step, annual thereafter.)					37.5	YES
01/01/89	- Hourly	19.71	20.26	20.84			
	- Annual	38,566	39,643	40,778			
01/07/89	- Hourly	20.16	20.71	21.29			
	- Annual	39,447	40,523	41,658			
01/01/90	- Hourly	20.61	21.16	21.74			
	- Annual	40,328	41,404	42,539			
01/07/90	- Hourly	20.91	21.46	22.04			
	- Annual	40,915	41,991	43,126			

Class Code	Title Class			Hours Of Work	Shift Premium
707	Maintenance Electrician (Semi-annual Increases)			37.5	YES
01/01/89	-Hourly	19.17	20.26		
	- Annual	37,510	39,643		
01/07/89	-Hourly	19.62	20.71		
	- Annual	38,390	40,523		
01/01/90	-Hourly	20.07	21.16		
	-Annual	39,271	41,404		
01/07/90	-Hourly	20.37	21.46		
	-Annual	39,858	41,991		

708	Maintenance Mechanic (Semi-annual Increases)			37.5	YES
01/01/89	- Hourly	19.17	20.26		
	- Annual	37,510	39,643		
01/07/89	- Hourly	19.62	20.71		
	- Annual	38,390	40,523		
01/01/90	- Hourly	20.07	21.16		
	- Annual	39,271	41,404		
01/07/90	- Hourly	20.37	21.46		
	- Annual	39,858	41,991		

Class Code	Title Class					Hours Of Work	Shift Premium
710	Maintenance Serviceman/woman (Semi-annual increases to the second step, annual thereafter.)					37.5	YES
01/01/89	-Hourly	17.18	17.67	18.13	18.63		
	- Annual	33,616	34,575	35,475	36,453		
01/07/89	-Hourly	17.63	18.12	18.58	19.08		
	- Annual	34,497	35,455	36,355	37,334		
01/01/90	-Hourly	18.08	18.57	19.03	19.53		
	- Annual	35,377	36,336	37,236	38,214		
01/07/90	-Hourly	18.38	18.87	19.33	19.83		
	- Annual	35,964	36,923	37,823	38,801		
722	Vax System Operator (Semi-annual increases to the third step, (annual thereafter.)					37.5	YES
01/01/89	-Hourly	14.05	14.55	15.06	15.66	16.19	
	- Annual	27,492	28,470	29,468	30,642	31,679	
01/07/89	-Hourly	14.50	15.00	15.51	16.11	16.64	
	- Annual	28,372	29,350	30,348	31,522	32,559	
01/01/89	-Hourly	14.95	15.45	15.96	16.56	17.09	
	- Annual	29,253	30,231	31,229	32,403	33,440	
01/07/90	-Hourly	15.25	15.75	16.26	16.86	17.39	
	- Annual	29,840	30,818	31,816	32,990	34,027	

104

<u>Class Code</u>	<u>Title Class</u>				<u>Hours Of Work</u>	<u>Shift Premium</u>
713	Warehouse Foreman/woman 1 (Annual Increases)				37.5	NO
01/01/89	-Hourly	16.13	16.65	17.09		
	- Annual	31,562	32,579	33,440		
01/07/89	-Hourly	16.58	17.10	17.54		
	- Annual	32,442	33,460	34,320		
01/01/90	-Hourly	17.03	17.55	17.99		
	- Annual	33,323	34,340	35,201		
01/07/90	-Hourly	17.33	17.85	18.29		
	-Annual	33,910	34,927	35,788		
712	Warehouse Foreman/woman 2 (Annual Increases)				37.5	NO
01/01/89	-Hourly	17.18	17.67	18.13		
	- Annual	33,616	34,575	35,475		
01/07/89	- Hourly	17.63	18.12	18.58		
	- Annual	34,497	35,455	36,355		
01/01/90	-Hourly	18.08	18.57	19.03		
	- Annual	35,377	36,336	37,236		
01/07/90	-Hourly	18.38	18.87	19.33		
	- Annual	35,964	36,923	37,823		

<u>Class Code</u>	<u>Title Class</u>					<u>Hours Of Work</u>	<u>Shift Premium</u>
711	Warehouse Foreman/woman 2 (sp) (Annual Increases)					37.5	NO
01/01/89	-Hourly	17.18	17.67	18.13	18.63		
	- Annual	33,616	34,575	35,475	36,453		
01/07/89	-Hourly	17.63	18.12	18.58	19.08		
	- Annual	34,497	35,455	36,355	37,334		
01/01/90	-Hourly	18.08	18.57	19.03	19.53		
	- Annual	35,377	36,336	37,236	38,214		
01/07/90	- Hourly	18.38	18.87	19.33	19.83		
	- Annual	35,964	36,923	37,823	38.801		
718	Utilities Person					37.5	NO
01/01/89	- Hourly	13.62					
	- Annual	26,650					
01/07/89	- Hourly	14.07					
	- Annual	27,531					
01/01/90	-Hourly	14.52					
	- Annual	28,411					
01/07/90	- Hourly	14.82					
	- Annual	28,998					

Class Code	Title Class					Hours Of Work	Shift Premium
717	Warehouse Worker 3 (Annual Increases)					37.5	NO
01/01/89	- Hourly	13.62	14.09	14.60			
	- Annual	26,650	27,570	28,568			
01/07/89	- Hourly	14.07	14.54	15.05			
	- Annual	27,531	28,450	29,448			
01/01/90	- Hourly	14.52	14.99	15.50			
	- Annual	28,411	29,331	30,329			
01/07/90	- Hourly	14.82	15.29	15.80			
	- Annual	28,998	29,918	30,916			
716	Warehouse Worker 4 (Annual Increases)					37.5	NO
01/01/89	- Hourly	14.18	14.68	15.15	15.65		
	- Annual	27,746	28,724	29,644	30,622		
01/07/89	- Hourly	14.63	15.13	15.60	16.10	16.60	
	- Annual	28,626	29,605	30,524	31,503	32,481	
01/01/90	- Hourly	15.08	15.58	16.05	16.55	17.05	
	- Annual	29,507	30,485	31,405	32,383	33,362	
01/07/90	- Hourly	15.38	15.88	16.35	16.85	17.35	
	- Annual	30,094	31,072	31,992	32,970	33,949	

NOTE: Effective July 1, 1989 the final wage step shall apply only to the positions located at Durham Warehouse. Qualified personnel shall progress to this step after completion of one year at previous step if so recommended by Supervisor.

Class Code	Title Class					Hours Of Work	Shift Premium
609	Clerk Grade 2 (Semi-annual increases to the third step, annual thereafter)					36.25	NO
01/01/89	- Hourly	11.21	11.55	11.89	12.26		
	- Annual	21,203	21,847	22,490	23,189		
01/07/89	- Hourly	11.66	12.00	12.34	12.71		
	- Annual	22,055	22,698	23,341	24,041		
01/01/90	- Hourly	12.11	12.45	12.79	13.16		
	- Annual	22,906	23,549	24,192	24,892		
01/0790	- Hourly	12.41	12.75	13.09	13.46		
	- Annual	23,473	24,116	24,759	25,459		
608	Clerk Grade 3 (Annual Increases)					36.25	NO
01/01/89	- Hourly	12.74	13.13	13.56	13.99		
	- Annual	24,097	24,835	25,648	26,462		
01/07/89	- Hourly	13.19	13.58	14.01	14.44		
	- Annual	24,949	25,686	26,500	27,313		
01/01/90	- Hourly	13.64	14.03	14.46	14.89		
	- Annual	25,800	26,537	27,351	28,164		
01/07/90	- Hourly	13.94	14.33	14.76	15.19		
	- Annual	26,367	27,105	27,918	28,731		

<u>Class Code</u>	<u>Title Class</u>					<u>Hours Of Work</u>	<u>Shift Premium</u>
607	Clerk Grade 4 (Annual Increases)					36.25	NO
01/01/89	- Hourly	14.03	14.47	14.96	15.44		
	- Annual	26,547	27,370	28,296	29,204		
01/07/89	- Hourly	14.48	14.92	15.41	15.89		
	- Annual	27,389	28,221	29,148	30,056		
01/01/90	- Hourly	14.93	15.37	15.86	16.34		
	- Annual	28,240	29,072	29,999	30,907		
01/07/90	- Hourly	15.23	15.67	16.16	16.64		
	- Annual	28,807	29,639	30,566	31,474		
605	Clerk Grade 5 (Annual Increases)					36.25	NO
01/01/89	-Hourly	16.13	16.67	17.24	17.87		
	- Annual	30,509	31,531	32,609	33,801		
01/07/89	- Hourly	16.58	17.12	17.69	18.32		
	- Annual	31,361	32,382	33,460	34,652		
01/01/90	- Hourly	17.03	17.57	18.14	18.77		
	- Annual	32,212	33,233	34,311	35,503		
01/07/90	- Hourly	17.33	17.87	18.44	19.07		
	- Annual	32,779	33,801	34,879	36,070		

<u>Class Code</u>	<u>Title Class</u>					<u>Hours Of Work</u>	<u>Shift Premium</u>
606	Clerk Grade 5 (sp) (Annual Increases)					36.25	NO
01/01/89	-Hourly	16.13	16.67	17.24	17.87	18.53	
	- Annual	30,509	31,531	32,609	33,801	35,049	
01/07/89	-Hourly	16.58	17.12	17.69	18.32	18.98	
	- Annual	31,361	32,382	33,460	34,652	35,900	
01/01/90	-Hourly	17.03	17.57	18.14	18.77	19.43	
	- Annual	32,212	33,233	34,311	35,503	36,751	
01/07/90	-Hourly	17.33	17.87	18.44	19.07	19.73	
	- Annual	32,779	33,801	34,879	36,070	37,319	

632	Computer Operator Grade 1 (Semi-annual Increases)					36.25	NO
01/01/89	-Hourly	12.41	12.79	13.18	13.60		
	- Annual	23,473	24,192	24,930	25,724		
01/07/89	-Hourly	12.86	13.24	13.63	14.05		
	- Annual	24,324	25,043	25,781	26,575		
01/01/90	-Hourly	13.31	13.69	14.08	14.50		
	- Annual	25,176	25,894	26,632	27,426		
01/07/90	-Hourly	13.61	13.99	14.38	14.80		
	- Annual	25,743	26,462	27,199	27,994		

<u>Class Code</u>	<u>Title Class</u>					<u>Hours Of Work</u>	<u>Shift Premium</u>
631	Computer Operator Grade 2 (Semi-annual increases to the third step, annual thereafter.)					36.25	NO
01/01/89	- Hourly	14.05	14.55	15.06	15.66	16.19	
	- Annual	26,575	27,521	28,486	29,620	30,623	
01/07/89	- Hourly	14.50	15.00	15.51	16.11	16.64	
	- Annual	27,426	28,372	29,337	30,472	31,474	
01/01/90	- Hourly	14.95	15.45	15.96	16.56	17.09	
	- Annual	28,278	29,223	30,188	31,323	32,325	
01/07/90	- Hourly	15.25	15.75	16.26	16.86	17.39	
	- Annual	28,845	29,791	30,755	31,890	32,893	

637	Data Entry Operator Grade 2 (Semi-annual increases to the third step, annual thereafter.)					36.25	NO
01/01/89	- Hourly	11.21	11.55	11.89	12.26		
	- Annual	21,203	21,847	22,490	23,189		
01/07/89	- Hourly	11.66	12.00	12.34	12.71		
	- Annual	22,055	22,698	23,341	24,041		
01/01/90	- Hourly	12.11	12.45	12.79	13.16		
	- Annual	22,906	23,549	24,192	24,892		
01/07/90	- Hourly	12.41	12.75	13.09	13.46		
	- Annual	23,473	24,116	24,759	25,459		

Class Code	Title Class					Hours Of Work	Shift Premium
636	Data Entry Operator Grade 3 (Annual Increases)					36.25	NO
01/01/89	- Hourly	12.41	12.79	13.18	13.60		
	- Annual	23,473	24,192	24,930	25,724		
01/07/89	- Hourly	12.86	13.24	13.63	14.05		
	- Annual	24,324	25,043	25,781	26,575		
01/01/90	- Hourly	13.31	13.69	14.08	14.50		
	- Annual	25,176	25,894	26,632	27,426		
01/07/90	- Hourly	13.61	13.99	14.38	14.80		
	- Annual	25,743	26,462	27,199	27,994		

488	Designer/Draftsperson II (Annual Increases)					36.25	NO
01/01/89	- Hourly	16.22	17.11	18.00	18.89	19.78	
	- Annual	30,680	32,363	34,047	35,730	37,413	
01/07/89	- Hourly	16.67	17.56	18.45	19.34	20.23	
	- Annual	31,531	33,214	34,898	36,581	38,265	
01/01/90	- Hourly	17.12	18.01	18.90	19.79	20.68	
	- Annual	32,382	34,065	35,749	37,432	39,116	
01/07/90	- Hourly	17.42	18.31	19.20	20.09	20.98	
	- Annual	32,949	34,633	36,316	38,000	39,683	

11

<u>Class Code</u>	<u>Title Class</u>					<u>Hours Of Work</u>	<u>Shift Premium</u>
487	Draftsperson					36.25	NO
(Semi-annual increases to the third step, annual thereafter.)							
01/01/89	-Hourly	13.47	13.88	14.32	14.77	15.24	
	- Annual	25,478	26,254	27,086	27,937	28,826	
01/07/89	-Hourly	13.92	14.33	14.77	15.22	15.69	
	- Annual	26,329	27,105	27,937	28,788	29,677	
01/01/90	-Hourly	14.37	14.78	15.22	15.67	16.14	
	- Annual	27,180	27,956	28,788	29,639	30,528	
01/07/90	-Hourly	14.67	15.08	15.52	15.97	16.44	
	- Annual	27,748	28,523	29,356	30,207	31,096	
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330	Distribution Analyst I (Annual Increases)					36.25	NO
01/01/89	-Hourly	15.55	16.13	16.75	17.39	18.07	
	- Annual	29,412	30,509	31,682	32,893	34,179	
01/07/89	-Hourly	16.00	16.58	17.20	17.84	18.52	
	- Annual	30,264	31,361	32,533	33,744	35,030	
01/01/90	-Hourly	16.45	17.03	17.65	18.29	18.97	
	- Annual	31,115	32,212	33,385	34,595	35,881	
01/07/90	-Hourly	16.75	17.33	17.95	18.59	19.27	
	- Annual	31,682	32,779	33,952	35,162	36,449	

<u>Class Code</u>	<u>Title Class</u>					<u>Hours Of Work</u>	<u>Shift Premium</u>
329	Distribution Analyst 2 (Annual Increases)					36.25	NO
01/01/89	- Hourly	19.25	20.23	21.24	22.21	23.21	
	- Annual	36,411	38,265	40,175	42,010	43,901	
01/07/89	- Hourly	19.70	20.68	21.69	22.66	23.66	
	- Annual	37,262	39,116	41,026	42,861	44,752	
01/01/90	- Hourly	20.15	21.13	22.14	23.11	24.11	
	- Annual	38,113	39,967	41,877	43,712	45,603	
01/07/90	- Hourly	20.45	21.43	22.44	23.41	24.41	
	- Annual	38,681	40,534	42,445	44,279	46,171	
328	Distribution Analyst 3 (Annual Increases)					36.25	NO
01/01/89	- Hourly	19.25	20.41	21.63	22.91	24.22	
	- Annual	36,411	38,605	40,913	43,334	45,811	
01/07/89	- Hourly	19.70	20.86	22.08	23.36	24.67	
	- Annual	37,262	39,456	41,764	44,185	46,663	
01/01/90	- Hourly	20.15	21.31	22.53	23.81	25.12	
	- Annual	38,113	40,307	42,615	45,036	47,514	
01/07/90	- Hourly	20.45	21.61	22.83	24.11	25.42	
	- Annual	38,681	40,875	43,182	45,603	48,081	

Class Code	Title Class						Hours Of Work	Shift Premium
650	Field Auditor (Annual Increases)						36.25	NO
01/01/89	-Hourly	17.41	18.28	19.13	20.12	21.14		
	- Annual	32,931	34,576	36,184	38,056	39,986		
01/07/89	- Hourly	17.86	18.73	19.58	20.57	21.59		
	- Annual	33,782	35,427	37,035	38,908	40,837		
01/01/90	-Hourly	18.31	19.18	20.03	21.02	22.04		
	- Annual	34,633	36,278	37,886	39,759	41,688		
01/07/90	- Hourly	18.61	19.48	20.33	21.32	22.34		
	- Annual	35,200	36,846	38,454	40,326	42,256		

508	Lab Technician Grade 1 (Semi-annual Increases)						36.25	NO
01/01/89	-Hourly	11.30	11.64	11.97	12.37			
	- Annual	21,374	22,017	22,641	23,398			
01/07/89	- Hourly	11.75	12.09	12.42	12.82			
	- Annual	22,225	22,868	23,492	24,249			
01/01/90	- Hourly	12.20	12.54	12.87	13.27			
	- Annual	23,076	23,719	24,343	25,100			
01/07/90	-Hourly	12.50	12.84	13.17	13.57			
	- Annual	23,643	24,287	24,911	25,667			

Class Code	Title Class						Hours Of Work	Shift Premium
507	Lab Technician Grade 2 (Semi-annual increases to the third step, annual thereafter.)						36.25	NO
01/01/89	- Hourly	12.54	12.92	13.33	13.74	14.18		
	- Annual	23,719	24,438	25,213	25,989	26,821		
01/07/89	- Hourly	12.99	13.37	13.78	14.19	14.63		
	- Annual	24,570	25,289	26,065	26,840	27,672		
01/01/90	- Hourly	13.44	13.82	14.23	14.64	15.08		
	- Annual	25,421	26,140	26,916	27,691	28,523		
01/07/90	- Hourly	13.74	14.12	14.53	14.94	15.38		
	- Annual	25,989	26,708	27,483	28,259	29,091		
506	Lab Technician Grade 3 (Annual Increases)						36.25	NO
01/01/89	- Hourly	15.05	15.60	16.13	16.67	17.24		
	- Annual	28,467	29,507	30,509	31,531	32,609		
01/07/89	- Hourly	15.50	16.05	16.58	17.12	17.69		
	- Annual	29,318	30,358	31,361	32,382	33,460		
01/01/90	- Hourly	15.95	16.50	17.03	17.57	18.14		
	- Annual	30,169	31,209	32,212	33,233	34,311		
01/07/90	- Hourly	16.25	16.80	17.33	17.87	18.44		
	- Annual	30,736	31,777	32,779	33,801	34,879		

<u>Class Code</u>	<u>Title Class</u>					<u>Hours Of Work</u>	<u>Shift Premium</u>
531	Lab Technologist (Annual Increases)					36.25	NO
01/01/89	- Hourly	17.55	18.42	19.25	20.23	21.24	
	- Annual	33,195	34,841	36,411	38,265	40,175	
01/07/89	- Hourly	18.00	18.87	19.70	20.68	21.69	
	- Annual	34,047	35,692	37,262	39,116	41,026	
01/01/90	- Hourly	18.45	19.32	20.15	21.13	22.14	
	- Annual	34,898	36,543	38,113	39,967	41,877	
01/07/90	- Hourly	18.75	19.62	20.45	21.43	22.44	
	- Annual	35,465	37,111	38,681	40,534	42,445	

518	Products Technician (Annual Increases)					36.25	NO
01/01/89	- Hourly	17.31	17.99	18.65	19.32		
	- Annual	32,741	34,028	35,276	36,543		
01/07/89	- Hourly	17.76	18.44	19.10	19.77		
	- Annual	33,593	34,879	36,127	37,394		
01/01/90	- Hourly	18.21	18.89	19.55	20.22		
	- Annual	34,444	35,730	36,978	38,246		
01/07/90	- Hourly	18.51	19.19	19.85	20.52		
	- Annual	35,011	36,297	37,546	38,813		

<u>Class Code</u>	<u>Title Class</u>					<u>Hours Of Work</u>	<u>Shift Premium</u>
515	Products Technician, Senior (Annual Increases)					36.25	NO
01/01/89	- Hourly	20.41	21.63	22.91	24.22		
	- Annual	38,605	40,913	43,334	45,811		
01/07/89	- Hourly	20.86	22.08	23.36	24.67		
	- Annual	39,456	41,764	44,185	46,663		
01/01/90	- Hourly	21.31	22.53	23.81	25.12		
	- Annual	40,307	42,615	45,036	47,514		
01/07/90	- Hourly	21.61	22.83	24.11	25.42		
	- Annual	40,875	43,182	45,603	48,081		
146	Public Relations Officer1 (Annual Increases)					36.25	YES
01/01/89	- Hourly	16.13	16.67	17.24	17.87		
	- Annual	30,509	31,531	32,609	33,801		
01/07/89	- Hourly	16.58	17.12	17.69	18.32		
	- Annual	31,361	32,382	33,460	34,652		
01/01/90	- Hourly	17.03	17.57	18.14	18.77		
	- Annual	32,212	33,233	34,311	35,503		
01/07/90	- Hourly	17.33	17.87	18.44	19.07		
	- Annual	32,779	33,801	34,879	36,070		

Class Code	Title Class					Hours Of Work	Shift Premium
147	Public Relations Officer2 (Annual Increases)					36.25	YES
01/01/89	-Hourly	17.87	18.44	19.03	19.63		
	- Annual	33,801	34,879	35,995	37,130		
01/07/89	-Hourly	18.32	18.89	19.48	20.08		
	- Annual	34,652	35,730	36,846	37,981		
01/01/90	-Hourly	18.77	19.34	19.93	20.53		
	- Annual	35,503	36,581	37,697	38,832		
01/07/90	- Hourly	19.07	19.64	20.23	20.83		
	- Annual	36,070	37,149	38,265	39,399		
148	Public Relations Officer3 (Annual Increases)					36.25	YES
01/01/89	-Hourly	20.62	21.46	22.35	23.27		
	- Annual	39,002	40,591	42,274	44,015		
01/07/89	-Hourly	21.07	21.91	22.80	23.72		
	- Annual	39,853	41,442	43,126	44,866		
01/01/90	-Hourly	21.52	22.36	23.25	24.17		
	- Annual	40,705	42,293	43,977	45,717		
01/07/90	-Hourly	21.82	22.66	23.55	24.47		
	- Annual	41,272	42,861	44,544	46,284		

Class Code	Title Class					Hours Of Work	Shift Premium
640	Purchasing Officer 1 (Annual Increases)					36.25	NO
01/01/89	- Hourly	14.13	14.51	14.94	15.39	15.85	
	- Annual	26,727	27,445	28,259	29,110	29,980	
01/07/89	- Hourly	14.58	14.96	15.39	15.84	16.30	
	- Annual	27,578	28,296	29,110	29,961	30,831	
01/01/90	- Hourly	15.03	15.41	15.84	16.29	16.75	
	- Annual	28,429	29,148	29,961	30,812	31,682	
01/07/90	- Hourly	15.33	15.71	16.14	16.59	17.05	
	- Annual	28,996	29,715	30,528	31,380	32,250	
641	Purchasing Officer 2 (Annual Increases)					36.25	NO
01/01/89	-Hourly	16.40	16.89	17.40	17.93	18.50	
	- Annual	31,020	31,947	32,912	33,914	34,992	
01/07/89	- Hourly	16.85	17.34	17.85	18.38	18.95	
	-Annual	31,871	32,798	33,763	34,765	35,843	
01/01/90	- Hourly	17.30	17.79	18.30	18.83	19.40	
	-Annual	32,722	33,649	34,614	35,616	36,695	
01/07/90	- Hourly	17.60	18.09	18.60	19.13	19.70	
	- Annual	33,290	34,217	35,181	36,184	37,262	

Class Code	Title Class					Hours Of Work	Shift Premium
620	Stenographer Grade 1 (Annual increases)					36.25	NO
01/01/89	- Hourly	10.66	10.95				
	- Annual	20,163	20,712				
01/07/89	- Hourly	11.11	11.40				
	- Annual	21,014	21,563				
01/01/90	- Hourly	11.56	11.85				
	- Annual	21,865	22,414				
01/07/90	- Hourly	11.86	12.15				
	- Annual	22,433	22,981				
619	Stenographer Grade 2 (Semi-annual increases to the third step, annual thereafter.)					36.25	NO
01/01/89	- Hourly	11.21	11.55	11.89	12.26		
	- Annual	21,203	21,847	22,490	23,189		
01/07/89	- Hourly	11.66	12.00	12.34	12.71		
	- Annual	22,055	22,698	23,341	24,041		
01/01/90	- Hourly	12.11	12.45	12.79	13.16		
	- Annual	22,906	23,549	24,192	24,892		
01/07/90	- Hourly	12.41	12.75	13.09	13.46		
	- Annual	23,473	24,116	24,759	25,459		

<u>Class Code</u>	<u>Title Class</u>					<u>Hours Of Work</u>	<u>Shift Premium</u>
618	Stenographer Grade 3 (Annual Increases)					36.25	NO
01/01/89	-Hourly	12.41	12.79	13.18	13.61		
	- Annual	23,473	24,192	24,930	25,743		
01/07/89	-Hourly	12.86	13.24	13.63	14.06		
	- Annual	24,324	25,043	25,781	26,594		
01/01/90	-Hourly	13.31	13.69	14.08	14.51		
	- Annual	25,176	25,894	26,632	27,445		
01/07/90	-Hourly	13.61	13.99	14.38	14.81		
	- Annual	25,743	26,462	27,199	28,013		

433	Systems Officer 1 (Annual Increases)					36.25	NO
01/01/89	- Hourly	14.28	14.82	15.39	15.99	16.62	
	- Annual	27,010	28,032	29,110	30,245	31,436	
01/07/89	- Hourly	14.73	15.27	15.84	16.44	17.07	
	- Annual	27,861	28,883	29,961	31,096	32,287	
01/01/90	-Hourly	15.18	15.72	16.29	16.89	17.52	
	- Annual	28,713	29,734	30,812	31,947	33,139	
01/07/90	-Hourly	15.48	16.02	16.59	17.19	17.82	
	- Annual	29,280	30,301	31,380	32,514	33,706	

<u>Class Code</u>	<u>Title Class</u>						<u>Hours Of Work</u>	<u>Shift Premium</u>
434	Systems Officer 2 (Annual Increases)						36.25	NO
01/01/89	-Hourly	16.25	17.06	17.89	18.79	19.73		
	-Annual	30,736	32,269	33,838	35,541	37,319		
01/07/89	-Hourly	16.70	17.51	18.34	19.24	20.18		
	-Annual	31,588	33,120	34,690	36,392	38,170		
01/01/90	-Hourly	17.15	17.96	18.79	19.69	20.63		
	-Annual	32,439	33,971	35,541	37,243	39,021		
01/07/90	-Hourly	17.45	18.26	19.09	19.99	20.93		
	-Annual	33,006	34,538	36,108	37,811	39,589		
435	Systems Officer 3 (Annual Increases)						36.25	NO
01/01/89	-Hourly	19.40	20.40	21.44	22.44	23.47		
	-Annual	36,695	38,586	40,553	42,445	44,393		
01/07/89	-Hourly	19.85	20.85	21.89	22.89	23.92		
	-Annual	37,546	39,437	41,404	43,296	45,244		
01/01/90	-Hourly	20.30	21.30	22.34	23.34	24.37		
	-Annual	38,397	40,288	42,256	44,147	46,095		
01/07/90	-Hourly	20.60	21.60	22.64	23.64	24.67		
	-Annual	38,964	40,856	42,823	44,714	46,663		

Class Code	Title Class	(Semi-annual increases)		Hours Of Work	Shift Premium
625	Typist Grade 1	<i>Base</i>		36.25	NO
01/01/89	- Hourly	<u>10.10</u>	10.39	10.70	
	- Annual	19,104	19,652	20,239	
01/07/89	- Hourly	<u>10.55</u>	10.84	11.15	
	- Annual	19,995	20,504	21,090	
01/01/90	- Hourly	<u>11.00</u>	11.29	11.60	
	- Annual	20,806	21,355	21,941	
01/07/90	- Hourly	<u>11.30</u>	11.59	11.90	
	- Annual	21,374	21,922	22,509	
624	Typist Grade 2	(Semi-annual increases to the third step, annual thereafter.)		36.25	NO
01/01/89	- Hourly	10.87	11.21	11.55	11.89
	- Annual	20,560	21,203	21,847	22,490
01/07/89	- Hourly	11.32	11.66	12.00	12.34
	- Annual	21,411	22,055	22,698	23,341
01/01/90	- Hourly	11.77	12.11	12.45	12.79
	- Annual	22,263	22,906	23,549	24,192
01/07/90	- Hourly	12.07	12.41	12.75	13.09
	- Annual	22,830	23,473	24,116	24,759

Class Code	Title Class					Hours Of Work	Shift Premium
623	Typist Grade 3 (Annual Increases)					36.25	NO
01/01/89	-Hourly	11.55	11.89	12.26	12.64		
	-Annual	21,847	22,490	23,189	23,908		
01/07/89	- Hourly	12.00	12.34	12.71	13.09		
	- Annual	22,698	23,341	24,041	24,759		
01/01/90	- Hourly	12.45	12.79	13.16	13.54		
	- Annual	23,549	24,192	24,892	25,611		
01/07/90	- Hourly	12.75	13.09	13.46	13.84		
	- Annual	24,116	24,759	25,459	26,178		

FOR THE UNION

John Miles
Rick Gans
Sharon McTamney
Wanda Steadman
Debi Junkin
Heino Nielsen
Jean Chaykowsky
Jim Ross

FOR THE EMPLOYERS

Jack Ackroyd
Andromache Karakatsanis
Sandy Rae
Larry Flynn
Wayne Zachar
Peter Buck
Jay Cowley
Don Bourre
Bob Aldous

June 1, 1989

Mr. John Miles
President
OLBEU
737 Kipling Avenue
Etobicoke, Ontario
M8Z 5G6

Dear Mr. Miles:

LETTER OF AGREEMENT

KILOMETRE RATES

This will confirm the Employers' 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 Employers agree to furnish alternative means of transportation to employees who are required to travel to conduct Boards' 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 accustomed work location, shall be paid kilometre allowance in accordance with the following:

- (a) for the first four thousand (4,000) kilometres driven - at the rate of 29.5 cents per kilometre for the part thereof in Northern Ontario and 29.0 cents per kilometre for the part thereof in Southern Ontario;
- (b) for over four thousand (4,001) kilometres and up to ten thousand seven hundred (10,700) kilometres driven - at the rate of 25.0 cents per kilometre for the part thereof in Northern Ontario and 24.5 cents per kilometre for the part thereof in Southern Ontario;
- (c) for over ten thousand seven hundred (10,701) kilometres and up to twenty four thousand (24,000) kilometres driven - at the rate of 22.5 cents per kilometre for the part thereof in Northern Ontario and at the rate of 21.0 cents per kilometre for the part thereof in Southern Ontario;

- (d) for over twenty four thousand (24,000+) kilometres driven - at the rate of 18.0 cents per kilometre for the part thereof in Northern Ontario and at the rate of 17.5 cents per kilometre for the part thereof in Southern Ontario;
- (e) the boundary between Northern and Southern Ontario shall be: Healy Lake (Municipal) Road from Healy Lake easterly to its junction with Highway 612; to Highway 103; Highway 103 easterly to its junction with Highway 69; Highway 69 easterly to its junction with Highway 118; Highway 118 through Bracebridge to its junction with Highway 11; Highway 11 northerly to its junction with Highway 60 at Huntsville; Highway 60 easterly to its junction with Highway 62 at Killaloe Station; Highway 62 to Pembroke, the above named Highways to be included in Southern Ontario;
- (f) for the purpose of this section all kilometres outside of Ontario will be at the rates for Southern Ontario.

Yours truly,

A.R. Rae
Manager
Staff Relations/Occupational Health & Safety

63J-3

LETTER OF AGREEMENT

LEAVE OF ABSENCE FOR UNION BUSINESS ON A FULL-TIME BASIS

This will confirm the Employers' agreement with respect to a leave of absence for a Board 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 Employers for the employees' salary, the Employers' 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 Employers 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/Liquor Licence Boards 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.

F.A. MacInnis
General Manager
(LCBO)

R.W. Cooper
Executive Director
(LLBO)

LETTER OF AGREEMENT

STORE MAINTENANCE DUTIES

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 therefrom;
- the washing of walls and painting.

F.A. MacInnis
General Manager
(LCBO)

LETTER OF AGREEMENT

TEMPORARY REPLACEMENT OF STORE MANAGER

Where it is decided that it is necessary to make a temporary appointment to replace the absent Store Manager, it is the policy of the Employer to appoint the most senior person in the next lowest classification who is qualified and available to perform the Store Manager's job.

F.A. MacInnis
General Manager
(LCBO)

May 16, 1989

Mr. John Miles
President
OLBEU
737 Kipling Avenue
Etobicoke, Ontario
M8Z 5G6

Dear Mr. Miles:

LETTER OF AGREEMENT

OVERTIME

This letter will confirm the understanding of the Liquor Licence Board that the hours **of** work of its inspectors shall conform with Article 5.2(c) of the Collective Agreement between the parties. It is also understood that the liquor licence inspectors shall receive paid rest periods according to Article 5.13.

The rest periods can be used at the discretion **of** the inspector **so** as to provide the flexibility required by working conditions (or circumstances) including combining into one longer period. Such time shall be deemed to be worked. In the event, the inspector chooses **to** use this time as break periods, he shall also receive an unpaid 1/2 hour lunch period.

Yours truly,

A.R. Rae
Manager
Staff Relations/Occupational Health & Safety

February 14, 1989

Mr. John Miles
President
OLBEU
737 Kipling Avenue
Toronto, Ontario
M8Z 5G6

Dear Mr. Miles:

LETTER OF AGREEMENT

EMPLOYEES' ASSISTANCE PROGRAM

It is recognized that the success of the Employees' Assistance Program is enhanced by the co-operation and support of the Employers and the Union. Therefore, the Employers agree to consult with the Union before any future appointments are made to the position of Co-ordinator for the Employee Assistance Program.

It is further agreed that substantial changes to the scope or framework of the program will only take place upon consultation between the parties.

In addition, under the Employees' Assistance Program, a Trauma Response Service will be available to LCBO and LLBO employees who, in the course of their duties, are subjected to acts of violence by members of the public.

Yours truly,

A.R. Rae
Manager
Staff Relations/Occupational Health & Safety

February 14, 1989

Mr. John Miles
Resident
OLBEU
737 Kipling Avenue
Toronto, Ontario
M8Z 5G6

Dear Mr. Miles:

LETTER OF AGREEMENT

FRENCH LANGUAGE SERVICES

In expanding its French Language Services the Employers agree to the following:

1. To make reasonable effort to minimize adverse effects on employees which may be caused by the designation of bilingual positions.
2. To keep the Union apprised **of** the Employers' implementation plans.
3. To provide the Union with an opportunity to review any policy being proposed **for** French language training applicable to bargaining unit employees. Employees directed by the Employer to undertake French language training shall do *so* at the Employers' expense and without **loss** of pay or credits.
4. To provide the Union with a list of all worksites at which the Employers are required to provide service in French in accordance with government or Employers' policies. Information will be provided as to the method by which the services will be provided at each worksite.
5. The designation of bilingual positions, the standards of fluency required, the training courses developed for bargaining unit employees and other related concerns shall be referred for discussion to the committee specified under Article 1.8 of the Collective Agreement.

Yours truly,

A.R. Rae
Manager
Staff Relations/Occupational Health & Safety

February 14, 1989

Mr. John Miles
President
OLBEU
737 Kipling Avenue
Toronto, Ontario
M8Z 5G6

Dear Mr. Miles:

LETTER OF AGREEMENT

POINT OF SALES PROJECT

The LCBO acknowledges that the introduction of a “point of sales” system will create changes in the scope and work content of certain jobs performed by employees within the bargaining unit represented by the OLBEU. As soon as practicable, the Employer will, therefore, meet with representatives of the Union and provide detailed description of the project and its implementation schedule and make available information as to the effects this new system may be expected to have on employees’ working conditions and terms of employment. This information will be updated as new developments occur.

The Union and the Employer will also meet at the request of either party with a view to reaching an understanding on any special arrangements which may be appropriate in order to minimize foreseen adverse effects on employees.

It is understood that for the purpose of these meetings, the Employer will permit up to three (3) employees from within the bargaining unit appointed by the Union to attend, without loss of pay and without loss of credits.

Yours truly,

A.R. Rae
Manager
Staff Relations/Occupational Health & Safety

March 20, 1989

Mr. John Miles
President
OLBEU
737 Kipling Avenue
Toronto, Ontario
M8Z 5G6

Dear Mr. Miles:

LETTER OF AGREEMENT

REST PERIOD—HEAD OFFICE AND WAREHOUSE OFFICES

This will confirm the Employers' understanding that upon the reintroduction of the second rest period during a shift for employees covered by Article 6.2 (a) (iii):

- (a) the second rest period as described in Article 6.13 will be scheduled at the end of the scheduled shift, except, where at the request of the employee and where reasonable accommodation can be made and with the approval of the Manager, the rest period may be scheduled at **some** other time during the latter half of the shift;
- (b) the prescribed hours of work will conform with those established in Section 6.2 (a) and in the Salary and Classification Schedule for the applicable classifications.

Yours truly,

A.R. Rae
Manager
Staff Relations/Occupational Health & Safety

August 12, 1989

LETTER OF AGREEMENT

As a result of our recent negotiations, the parties have agreed to the continuation of the Implementation Committee for Permanent Part-time employees.

The purpose of this committee would be to analyze and discuss problems arising from the implementation to Permanent Part-time positions in an effort to ensure a smooth transition.

The Committee will be composed of not more than three representatives from either party and will meet at the request of either party, with at least fourteen (14) days written notice.

Union members of the Committee who attend such meetings will be granted a leave-of-absence, without loss of pay or loss of credits.

Yours truly,

A.R. Rae
Manager
Staff Relations/Occupational Health & Safety

March 20, 1989

Mr. John Miles
President
OLBEU
737 Kipling Avenue
Toronto, Ontario
M8Z 5G6

Dear Mr. Miles:

LETTER OF AGREEMENT

MODIFIED WORK PROGRAM

As a result **of** the recent negotiations the parties have agreed to meet, within ninety (90) days from the signing of the collective agreement, for the purpose **of** reaching an understanding on the development and implementation **of** a modified work program.

In addition, the Employers will provide the Union with a list of all existing rehabilitative work type arrangements, as soon **as** practicable after signing of the agreement.

Yours truly,

A.R. Rae
Manager
Staff Relations/Occupational Health & Safety

March 20, 1989

Mr. John Miles
President
OLBEU
737 Kipling Avenue
Toronto, Ontario
M8Z 5G6

Dear Mr. Miles:

LETTER OF AGREEMENT

REMEMBRANCE DAY

It is agreed that should the Employer, during the course of this agreement, open for business on November 11 and the employee elects to work, a floating holiday will be added to the employee's vacation credits.

However, it is understood that where an employee elects to observe November 11 as a paid holiday under Article 7.1 he/she will be allowed to do *so*.

It is further understood that where an employee works on November 11, Articles 7.1, 7.4, 38.1 and 38.3 shall not apply. As such the employee shall be entitled to payment at straight time for normal hours of work.

This letter shall only apply to the Retail Division, except for Duty Free Stores.

Yours truly,

A.R. Rae
Manager
Staff Relations/Occupational Health & Safety

MEMORANDUM OF AGREEMENT

BETWEEN:

LIQUOR CONTROL BOARD AND LIQUOR LICENCE BOARD
(hereinafter called the "Employers")

AND:

ONTARIO LIQUOR BOARDS EMPLOYEES' UNION
(hereinafter called the "Union")

ALLOCATION OF RESCHEDULED HOURS TO P.P.T.

The purpose of this memorandum is to assist the parties in understanding the allocation of rescheduled hours for Permanent Part-Time and Casual Employees, working in Retail Stores.

It should be understood that the allocation of available hours will be assigned by store, in order of seniority, and provided the employee is qualified to perform the work.

DEFINITION

Rescheduled hours shall be deemed to be all hours which are known and which can be scheduled.

The Employer shall offer rescheduled hours, where required, to Permanent Part-Time employees when a Permanent Full-Time or Part-Time employee is absent.

The Employer shall reschedule hours, where required, to Casual employees under the following circumstances.

- (a) During the first seven (7) calendar days of an unforeseen absence to a Permanent Full-Time or Part-Time employee.
- (b) Where the allocation of rescheduled hours to a Permanent Part-Time employee, would constitute a premium payment under Articles 37.1 and/or 37.3.
- (c) Where the rescheduled hours are declined by a Permanent Part-Time Employee.

The minimum **two** hours provision specified in Article 31.1(b) shall not apply under (a) above.

The Employer may, due to operational requirements, assign part of the rescheduled hours to Permanent Part-Time and/or Casual employees under (a) above.

The Employer may, due to operational requirements, split rescheduled hours.

FOR THE EMPLOYER

FOR THE UNION

DATED THIS 1st DAY OF MAY, 1989

MEMORANDUM OF AGREEMENT

BETWEEN:

LIQUOR CONTROL BOARD AND LIQUOR LICENCE BOARD
(hereinafter called the "Employer")

AND:

ONTARIO LIQUOR BOARDS EMPLOYEES' UNION
(hereinafter called the "Union")

EXPEDITED ARBITRATION

1. MUTUAL AGREEMENT REQUIRED

It is understood that agreement in writing between the Union and Management shall be required before a grievance can be processed via Expedited Arbitration in accordance with Article 27.11 of the Collective Agreement.

2. NON-PRECEDENTIAL DECISIONS

The decision of the Expedited Arbitrator shall be applicable only to the case in question and shall not be used as a precedent for future cases, except where an earlier decision is related directly to the grievor.

3. NATURE OF GRIEVANCES NORMALLY EXPECTED TO BE HEARD VIA EXPEDITED ARBITRATION

- (a) Corrective discipline, excluding dismissals and suspensions in excess of twenty days.
- (b) Performance appraisals.
- (c) Minor interpretative matters.
- (d) Grievances which do not involve novel problems and which have limited contractual significance or complexity.
- (e) Where the respective positions of the parties with regard to the facts of a case are well known and there is no disagreement on the meaning of the provisions of the Collective Agreement which applies to a particular grievance.

4. PRE-HEARING SUBMISSIONS

It is agreed that Union and Management shall supply the Expedited Arbitrator with a brief and concise written statement of facts and an outline of their submissions on

which they intend to rely. This shall be sent to the Expedited Arbitrator not later than ten days prior to the hearing. The parties also agree to exchange copies of their briefs not later than ten days prior to the date of the hearing.

The purpose of the hearings shall be to clarify the issues or facts in dispute. To that end, the parties may agree to make further submissions or present additional information as the Expedited Arbitrator may allow.

5. SELECTION OF EXPEDITED ARBITRATOR

It is agreed between the Union and Management that Mr. H. Waisglass shall act as the Expedited Arbitrator for the duration of the Collective Agreement.

6. PRESENTATION OF CASES

- (a) Lawyers shall not be used as Counsel
- (b) Cases shall be presented by Union Officers and Management Representatives (persons responsible for local labour relations).

7. FORMAT AT THE HEARING

- (a) The hearing shall be informal.
- (b) There shall be no formal rules of evidence. The purpose of the hearing shall be to clarify issues or facts in dispute. The Expedited Arbitrator shall conduct any investigation he deems proper and he may require that the examination of witnesses take place under oath or affirmation.
- (c) There shall be introductory remarks by the Union and Management, setting forth their respective positions, along with signed witness statements and a short summation of their argument.

8. GRIEVOR REQUIRED TO BE PRESENT

The grievor shall be required to attend the hearing. Where more than one person is involved a representative shall be appointed to attend.

The Expedited Arbitrator may adjourn the hearing or dismiss the case where the grievor fails to show up for the hearing.

9. LOCATION OF HEARING

Grievances for Expedited Arbitration will be heard in the regional locations, where possible.

10. ADJOURNMENTS

Hearings may be adjourned by the Expedited Arbitrator only for good reason, and not for the convenience of the parties.

11. THE DECISION

- (a) The Expedited Arbitrator shall be bound by the terms of the Agreement on exactly the same basis as under regular arbitration procedures.
- (b) For purposes of enforcement and application the decision of the Expedited Arbitrator shall be final and binding on the parties and shall be deemed to be a decision of the Grievance Settlement Board.
- (c) Verbal decisions will not normally be given. Written decisions (normally not more than three pages in length) will be forwarded, with reasons, within two weeks of the hearing. Decisions will contain a brief statement of facts and contractual reliance upon which Expedited Arbitrator would have based his findings and decisions.

12. APPEALS

Decisions of the Expedited Arbitration Process shall not be subject to appeal.

13. ARBITRATION AVENUE RESTRICTION

Grievances, once submitted to the expedited arbitration process, shall not be transferred to the regular tripartite process. The only exception to this shall be when the Expedited Arbitrator determines that the case is not suitable for the expedited process and returns the grievance to the Registrar of the Grievance Settlement Board.

14. MISCELLANEOUS

The Expedited Arbitrator will not be requested to hear more than four cases in one day and will not be requested to sit for more than two consecutive days of hearings.

FOR THE EMPLOYERS

FOR THE UNION

DATED THIS 1st DAY OF MAY, 1989

MEMORANDUM OF AGREEMENT

BETWEEN:

LIQUOR CONTROL BOARD AND LIQUOR LICENCE BOARD

(hereinafter called the “Employers”)

AND:

ONTARIO LIQUOR BOARDS EMPLOYEES’ UNION

(hereinafter called the “Union”)

LABOUR/MANAGEMENT COMMITTEES

ARTICLE 1 – GENERAL

- 1.1** This Memorandum covers all employees of the Liquor Control Board of Ontario and Liquor Licence Board of Ontario who are members of the “Bargaining Unit” as defined in Article 1 of the Collective Agreement.
- 1.2** The purpose of this Memorandum is to permit discussions at both the local and provincial level and to provide the parties with the opportunity to explore matters of mutual interest and concern.
- 1.3** The authority for this Memorandum is derived from Article 2.5 of the Collective Agreement.

ARTICLE 2 – EXCLUSIONS FROM THE AGENDA

- 2.1** It is agreed that the following items will not be the subject of this Memorandum of Agreement.
 - (a) Any matters specified in Section 18(1) of the Crown Employees Collective Bargaining Act.
 - (b) Any matter specified in Section 7 of the Crown Employees Collective Bargaining Act.
 - (c) Any matter which may involve amendments to legislation or regulations.
 - (d) Any matter which requires central agency approval, such as Management Board of Cabinet.
 - (e) Any matter which might more properly be the subject of an individual grievance.

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 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 Committee 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, and provided both parties agree, the meeting shall be convened within fourteen (14) days of the formal request.

ARTICLE 4 – LOCAL/MANAGEMENT COMMITTEE

- 4.1** Either party will be represented by three (3) members on this Committee. In addition, a Staff 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** Meetings by the Local Labour/Management Committee will be held once every three months or as required, with notification of agenda items provided at least five days in advance of the meeting date.

ARTICLE 5 – TERM

This memorandum shall remain in effect for the term of the Collective Agreement.

FOR THE EMPLOYERS

FOR THE UNION

MEMORANDUM OF AGREEMENT

BETWEEN:

LIQUOR CONTROL BOARD AND LIQUOR LICENCE BOARD

(hereinafter called the “Employer”)

AND:

ONTARIO LIQUOR BOARDS EMPLOYEES’ UNION

(hereinafter called the “Union”)

ANNUAL AVERAGING OF HOURS–

LIQUOR LICENCE INSPECTORS

The parties have agreed that effective on the 1st of the month following signing of the agreement the following annual averaging of hours will apply to Liquor Licence Inspectors and Articles 6.2(c), 6.2(e), 6.5(a), 6.6(c), 6.6(d), 6.8, 6.14 will not apply to Liquor Licence Inspectors for the duration of the agreement.

1. (a) On all days that Liquor Inspectors are scheduled to work, they will be credited with their actual number of hours.
- (b) Unless mutually agreed, if the inspectors’ work hours exceed 7.5 hours the Inspectors will be credited at a rate of 1.5 times the number of hours worked over 7.5.
- (c) Unless mutually agreed, work performed in excess of five (5) regular days during any week, or five (5) days less one (1) day for each paid holiday (as defined in Article 7) during that week shall be paid at the overtime rates.
2. (a) The schedule of work days is to be prepared monthly and submitted to the Regional Manager for approval five working days before the schedule begins. The Inspectors, in preparing the schedule of their work assignments and days off, shall include night and weekend work in accordance with Branch policy.
- (b) Unless mutually agreed on an alternative schedule no Inspector shall be scheduled to work more than one Sunday per month.

- (c) During the month, the schedule may be amended as mutually agreed between the Regional Manager and the Inspector.
- 3. When schedules are prepared Statutory Holidays should be shown as a regular day but with no assigned duties. Work on Statutory Holidays shall only be assigned by the Regional Managers or with their permission.
- 4. When Inspectors are required to work on a paid holiday or other day that **is** not a regular working day, or on their scheduled day off (unless monthly schedule mutually amended between the Regional Manager and the Inspector) they will be credited with a minimum of four (4) hours at overtime rates, but where an Inspector performs work for more than four (**4**)hours after being so required to report for work, they shall be entitled to a minimum of 7.5 hours credit at the overtime rate.
- 5. When Inspectors take any approved leave including sick leave or annual vacation, they will be credited with 7.5 hours per day of leave.
- 6.
 - (a) On days when Inspectors travel and work, they shall be credited at straight time for the combined period of travel and work up to 7.5 hours of regular time and an overtime rate of 1.5 times the number of hours exceeding 7.5 hours.
 - (b) When Inspectors travel on paid holidays, with permission from the Regional Manager, they will be credited in the same manner as for working on a paid holiday.
- 7. When inspectors work more than 1950 hours in a year, they will be compensated for any hours over 1950 at time and one half.
- 8.
 - (a) Regular hours and overtime hours shall be accumulated on a fiscal year basis and all excess hours should be availed of by time off. Any accumulation remaining on March 31st of any year will be paid out at the salary rate in effect March 31st.
 - (b) Overtime shall be accumulated separately to regular hours, but shall be availed of as time off in the same manner as excess hours.

9. During the year if Inspectors buildup of hours is becoming excessive:
 - (a) They may be required to take time off on an hour by hour basis, in order to bring the hours accumulation into line with the averaging period.
 - (b) Will be given reasonable notice by the Regional Manager to take time off.
10. Inspectors are to take a minimum of .50 hour unpaid meal break when a work period exceeds 3.75 hours and there shall be one (1) fifteen minute rest period during each half work day.

FOR THE EMPLOYER

FOR THE UNION

DATED THIS 1st DAY OF MAY, 1989

REFERENCE INDEX

Article	Subject	Full Time	Part Time	Casual
1	Recognition	X	X	X
2	Relationships	X	X	X
3	Dues & Information	X	X	X
4	Seniority	X	X	
5	Job Security	X		
6	Hours of Work & Overtime	X		
7	Paid Holidays	X		
8	Vacation & Vacation Credits	X		
9	Attendance Credits	X		
10	Attendance Bonus	X		
11	Termination Payment	X		
12	Sickness & Injury Payments	X		
13	Special or Compassionate Leave	X		
14	Military Leave	X	X	
15	Leave without pay	X	X	
16	Court Witness	X	X	
17	Bereavement Leave	X		
18	War Disability Pension	X		
19	Maternity and Adoption Leave	X		X
20	Employees' Group Ins. & Medical Benefits Plans	X		
21	Assignments & Job Postings	X	X	X
22	Uniforms, Attire & Special Allowances	X		
23	Statutory Provisions	X	X	X

Article	Subject	Full Time	Part Time	Casual
24	Entitlement on Death	X		
25	Salaries	X	X	X
26	Employee Files & Discipline	X	X	
27	Grievance Procedure	X	X	X
28	Stock & Cash Shortages	X	X	X
29	Utilization of PPT Employees & Casuals	X	X	X
30	Expenses of Moving on Transfer	X		
31	Casuals			X
32	Safety Committee	X	X	X
33	PPT Application		X	
34	PPT - Other Applicable Art		X	
35	PPT Positions - Definitions		X	
36	PPT - Seniority		X	
37	Hours of Work & Overtime		X	
38	Paid Holidays		X	
39	Vacation & Vacation Credits		X	
40	Attendance Credits		X	
41	Termination Payments		X	
42	Sickness & Injury Leave		X	
43	Special & Compassionate Leave		X	
44	Bereavement Leave		X	
45	Maternity & Adoption Leave		X	
46	Uniforms, Attire & Special Allowance		X	
47	Job Security		X	
48	Employees Group Ins. & Medical Benefits Plan		X	
49	Technological Change	X	X	X
50	Video Display Terminals	X		X
51	Terms of Agreement	X	X	X