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Wages EFF.	98	04	01
TERM.	2000	03	31
No. of EMPLOYEES	4400		
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COLLECTIVE AGREEMENT

BETWEEN:

THE LIQUOR CONTROL BOARD
OF ONTARIO
(The Employer)

- and -

THE ONTARIO LIQUOR BOARDS
EMPLOYEES' UNION
(The Union)

REGISTERED
1998

TERM OF AGREEMENT
April 1, 1998 to March 31, 2000

04498(07)

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THIS AGREEMENT BETWEEN

THE LIQUOR CONTROL BOARD OF ONTARIO
(herein referred to as the "Employer")

- 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 Employer and the employees covered by this Agreement and consistent therewith to provide procedures for the prompt and just disposition of differences and grievances.
- 2.** It is understood that the provisions of this Agreement apply equally to male and female employees.

ARTICLE 1
Recognition

- 1.1 (a) The Employer recognizes the Union as the exclusive bargaining agent for all employees in classifications shown in the Salary and Classification Schedule appended hereto.
- (b) Solely for the matters dealt with in Article 31, Casuals, the Employer recognizes 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 Employer's proposals.
- 1.3 In the event the Employer introduces a new classification during the life of the Agreement, it shall immediately notify the Union of such classification and the proposed rate. If there is disagreement as to the rate the Employer 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 Employer agrees to recognize Union Representatives as designated by the Union.
- (b) The Union shall provide the Employer with an updated list annually of its Officers, Zone Representatives, and Union Representatives. The Union shall notify the Employer of any revisions to this list, as they occur.

- (c) For purposes of lay-off only, up to forty (40) Union Zone Representatives and the five (5) Officers of the Union (President, 1st 2nd and 3rd Vice Presidents, Treasurer) shall hold top seniority in his/her Union Zone, during their term of office, provided the Employer has work available which they are qualified to perform.

- 1.5 (a) 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 practical, and with the approval of the Employer, 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.

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.

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

- (ii) During such leaves of absence the salary of the Union Representative shall be maintained with the Union reimbursing the Employer for any salary and benefits paid for the employee.
- (iii) The Union shall notify and seek approval from the Employer at least seven (7) days in advance for all requests for unpaid leaves.

- 1.6 The Employer further agrees 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 (8) members for the Union and six (8) members for the Employer will meet every three months, or as required, to discuss issues arising out of this Agreement, or otherwise as mutually agreed upon.
- 1.8 Upon notification to and with approval of the Employer a Zone Representative or his/her 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/she 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 Employer agrees 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 Employer 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 15(a).
- 1.11 It is understood that the leaves requested by the Union may be withheld if such leaves disrupt the Employer's operations.
- 1.12 The assignment of seniority based rights under this Agreement shall be determined in accordance with the following provisions:
- (a) Should a comparison be required between the seniority of permanent full-time, permanent part-time and/or casual employees, including but not limited to the displacement of employees under Article 5 or 47, employees with permanent full-time seniority shall be considered first, then employees with permanent part-time seniority and finally employees with casual seniority.
 - (b) If, as the result of being declared surplus under Article 5 of this Agreement a permanent full-time employee has displaced a permanent part-time employee or casual employee the seniority of the surplus permanent full-time employee shall supersede the seniority of other permanent part-time employees and casual employees during the period of his/her employment in a permanent-part time or casual position.
 - (c) If, as the result of being declared surplus under Article 47 of this Agreement a permanent part-time

employee has displaced a casual employee the seniority of the surplus permanent part-time employee shall supersede the seniority of other casual employees during the period of his/her employment in a casual position.

ARTICLE 2
Relationships

- 2.1 (a) The Employer 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.
- (b) There shall be no discrimination or harassment practised by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, as defined in the Ontario Human Rights Code.
- 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 Employer's 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 Employer agrees 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 Employer by the Union and that expenses involved are the responsibility of the Union.
- 2.5 It is agreed the Employer and the Union may enter into local negotiations, 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 Employer agrees that representatives of the Union may visit the Employer's premises and confer with employees under proper authority of the Employer, which shall not be unreasonably withheld.
- 2.7 The Employer agrees to permit the Union to post notices pertaining to Union business in Employer's establishments provided such notices receive the Employer's 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 Employer's policy - Human Rights/Workplace Harassment Prevention.

ARTICLE 3
Dues and Information

- 3.1 Each employee shall have deducted from his/her 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 Employer 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 Employer 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 Employer agrees 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 Employer 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 Employer.
- 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

- 4.1 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/her first day of work of his/her most recent appointment to the permanent staff of the Employer.
- 4.2 A casual employee who is appointed to permanent staff shall begin employment as permanent staff with a fixed seniority date that shall be equal to his/her first day of employment as permanent staff.
- 4.3 An employee will lose all seniority and his/her 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 6
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.
- 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/her duties.
 - (b) (i)** A "work area" includes all Employer establishments within the geographic posting area 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.
 - (iii) The current geographic posting areas shall not be altered by the Employer during the term of this agreement unless otherwise agreed between the parties.
 - (c) It is understood that when it is necessary to assign surplus employees in accordance with this article, the provisions of Article 21 shall not apply.

- 5.3 (a) Where an employee is identified as surplus, he/she shall be assigned on the basis of his/her seniority to a vacancy in his/her work area, provided he/she 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/her class in the following sequence:
- 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/her 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/she was assigned, he/she 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/her seniority to a vacant position in another work area provided he/she 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/her class. In those cases where

the employee accepts a position outside of his/her work area and the distance from his/her residence is greater than fifty (50) kilometres the Employer agrees to the reimbursement of approved relocation expenses up to five thousand dollars (\$5,000.00). Approved relocation expenses are identified in the Employer's Administration Manual.

- 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/she shall be subject to lay-off in accordance with the following applicable provisions.
- 5.7 An employee who has completed his/her 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/she 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/her 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 employee's work area 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 the surplus employee, provided the surplus employee is qualified to perform the work of such employee.
- (e) (i) Failing the opportunity for displacement under (d) above, the Employer shall review casual work requirements in the surplus employee's work area until a worksite is found where the surplus employee's seniority exceeds the casual employee's seniority. Such employee(s) shall be

displaced by the surplus employee provided that the surplus employee agrees to such a placement.

- (ii) A permanent full-time employee who displaces a permanent part-time employee shall retain his/her permanent full-time seniority during his/her status as a permanent part-time employee.
 - (iii) A permanent full-time employee who displaces a casual employee shall retain his/her permanent full-time seniority during his/her status as a casual employee.
 - (f) An employee may elect to waive one (1) or more of their displacement rights under Article 5.7 for the purpose of avoiding the need to travel to a new establishment.
- 5.8 Where no displacement is possible under Article 5.7 or where an employee chooses not to exercise those rights, he/she shall be laid off.
- 5.9 An employee who intends to exercise his/her rights under Article 5.7 must notify the Employer as far in advance as possible but not later than two (2) weeks from the date the employee is notified of being surplus. Where the employee fails to notify the Employer within the two (2) weeks specified, he/she shall be deemed to have opted to be laid off.
- 5.10 An employee who is displaced by an employee who exercises his/her 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:

One (1) weeks' notice for each year of seniority with a minimum of four (4) weeks and a maximum of fifteen (15) weeks, with copies of such notice to the Union.

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

- 5.13 An employee on the recall list, or an employee who has exercised his/her rights under Articles 57(d) or 5.7(e), 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:

- (a) he/she applies therefore within fourteen (14) days, and
- (b) he/she has the greatest seniority amongst the eligible applicants, including those who are being considered in accordance with Article 21.5(a) and he/she is qualified to perform the work.
- (c) Employees assigned under this article shall not be required to serve a probationary period.

- 5.14 Except as specified in Article 5.4, 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/she occupied at the time of lay-off, he/she shall be assigned to the step within the

salary range applicable to the position, equivalent to the step at which he/she 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/she was receiving prior to the assignment or lay-off. This provision shall not apply to an employee promoted under Article 5.13.
- 5.17** Where an employee who has been laid off or who has displaced a casual employee is reassigned to a permanent position his/her seniority shall be deemed to be continuous.
- 5.18** An employee shall be removed from the recall list after two (2) years of continuous lay-off.
- 5.19** In no case will the Employer 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.
- 5.20** The Employer shall provide the Union with recall lists and amendments thereto.
- 5.21** Where an employee resigns from his/her employment with the Employer within two (2) weeks after receiving notice of lay-off under Article 5.11 he/she shall be entitled to a separation allowance as follows:

- (a) one thousand dollars (\$1,000.00) for one (1) year of seniority or more, but less than five (5) years.
- (b) two thousand dollars (\$2,000.00) for five (5) years of seniority or more, but less than ten (10) years.
- (c) three thousand dollars (\$3,000.00) for ten (10) years of seniority or more, but less than fifteen (15) years.
- (d) four thousand dollars (\$4,000.00) for fifteen (15) years of seniority or more, but less than twenty (20) years.
- (e) five thousand dollars (\$5,000.00) for twenty (20) years of seniority or more.

In addition and upon request, he/she shall be provided assistance with resume preparation, job search skills, and where possible, notification of any retraining and/or job skill development opportunities, provided the employee requests the assistance within twelve (12) months of resignation.

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 Employer shall prescribe the number of hours in each working day not exceeding eight (8) hours for the various departments or establishments of the Employer. Normal hours of work will be as follows:
- (i) **Stores:**
The work week for stores shall be from 12:01 a.m. Monday to 12:00 midnight Saturday.
Day Shift (1 hr. unpaid lunch)
9:00 a.m. to 6:00 p.m.
Afternoon Shift (1/2 hr. unpaid lunch)
1:00 p.m. to 9:30 p.m.
2:00 p.m. to 10:30 p.m.
3:00 p.m. to 11:30 p.m.
 - (ii) **Warehouses:**
The work week for warehouses shall be from 12:01 a.m. Monday to 12:00 midnight Friday.
Day Shift (1/2 hr. unpaid lunch)
8:00 a.m. to 4:00 p.m. (no fifteen (15) minute rest period during the afternoon)
Afternoon Shift (1/2 hr. unpaid lunch)
4:00 p.m. to 12:00 midnight
(no fifteen (15) minute rest period during the last half shift)

- (iii) **LCBO 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.

**Receiving/Shipping/Order Processing
 Offices Only (Durham Warehouse):**
 (Monday through Friday, inclusive)

Day Shift

Between 7:30 a.m. and 9:30 a.m. to between
 3:30 p.m. and 5:30 p.m.

Afternoon Shift

3:00 p.m. to 1:00 p.m.

- (iv) **Toronto Airport Stores:**

The work week for Airport Stores shall be
 12:01 a.m. Monday to 12:00 midnight Sunday.

6:00 a.m. to 2:30 p.m.

8:00 a.m. to 4:30 p.m.

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

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

4:00 p.m. to 12:30 a.m.

- (b) Normal hours of work may be subject to change by the Employer depending upon local conditions.
- (c) Employees classified as 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 1/4) hours per day or thirty six and one quarter (36 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/she shall be paid time and one-half (1 1/2) 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 three (3) 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/she shall be paid at the same hourly rate which would apply to overtime hours worked on that day for all hours worked outside his/her 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/her 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/her supervisor. Saturday will normally be the day off for employees engaged on the second shift. The provision whereby twelve (12) Saturdays off on a rotational basis each contract year will be exclusive of vacation periods, paid holidays and leaves-of-absence with pay as defined in this Agreement.

- (b) A store employee may, with proper notification, opt to have his/her scheduled day off occur immediately before and after his/her vacation period.
- (c) Where an employee works in a store that observes a weekly closing day the employee is allowed to substitute the Saturday as the employee's weekly day off, in the week the paid holiday occurs provided the Employer's operations are not disrupted.

- 6.5 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 eight dollars (\$8.00), provided the employee works two (2) hours or more overtime.

- 6.6 (a) Authorized work performed in excess of the employee's normal work day shall be paid at the rate of one and one half (1 1/2) times the normal hourly rate of the employee unless otherwise provided in this Agreement. All work performed on any second consecutive day of overtime shall be paid at double the employee's normal rate of pay. It is understood that an employee is to receive double rates when the employee works on the employee's second scheduled day off.
- (b) Where there is a requirement for overtime to be worked, it shall first be offered to full-time employees on a rotational basis. Where sufficient personnel do not volunteer, such overtime shall then be offered to permanent part-time employees then to casual employees. Failing sufficient volunteers, overtime would be assigned to the least senior qualified employee.
- (c) 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 Officer 3 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, 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 (1 1/2) times the regular hourly rate of the employee.

- (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 one and one half (1 1/2) the regular hourly rate of the employee.
- 6.7 Overtime rates shall be applicable from the time an employee completes his/her normal work day determined from the time he/she commences work, but only if a minimum of fifteen (15) minutes in excess of the normal hours are worked, and overtime rates shall be paid to the nearest fifteen (15) minutes. An employee who works three (3) hours in excess of his/her normal working hours shall receive one half (1/2) hour off with pay for a lunch period.
- 6.6 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 to the incumbent in accordance with the provisions herein established. In the event such overtime is declared unnecessary, employees who report for work at the start of the scheduled overtime shift will be provided with at least one half (1/2) of the originally scheduled work. The provisions of this clause shall not apply where the employee has been notified by the Employer not to report for said shift at least twelve (12) hours before the start of the shift. Further, the provisions of this clause shall not apply in the event that the Employer's inability to provide work is due to reasons beyond its control as, for example, but not limited to: fire, flood, major mechanical difficulties, including hydro power interruptions.

- 6.10** (a) Where an employee is required to report for any period of work on a day that is not a regular working day, or on his/her scheduled day off, he/she 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/she shall be entitled to a minimum of the normal daily hours of work at the overtime rate as set out in the Salary and Classification Schedule.
- (b) An employee who leaves his/her place of work and is subsequently called back to work prior to the starting time of his/her 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.
- 6.12** (a) The Employer agrees to pay a premium of ten dollars (\$10.00) per day to an employee acting for the Store Manager in his/her absence, provided he/she is assigned to act for a minimum of three (3) consecutive hours. Such premium will not be paid to an Assistant Manager in charge of the second shift. However, it would be applicable to other employees in charge of the store during the Manager's absence, while working the second shift.
- (b) An employee (other than those in (a) above) designated by the Employer to replace another employee in a higher classification shall receive a premium of one dollar and twenty cents (\$1.20) per hour for each hour such duties are performed provided he/she works one (1) shift in the higher

classification. Acting pay shall not exceed the maximum of the salary range of the higher classification.

- 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/her supervisor.
- 6.15 (a) An employee shall receive a shift premium of one dollar (\$1.00) 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, inclusive of lunch and rest periods, fall within this period the premium shall be paid for all hours worked.
- (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.

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, Canada 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 Employer.
- 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.
- 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/she shall be entitled to a credit of a minimum of four (4) hours at two (2) times his/her 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/she shall be entitled to a minimum of eight (8) hours at two (2) times his/her regular hourly rate of pay.

ARTICLE 8
Vacation and Vacation Credits

- 6.1 An employee may take vacation leave of absence only to the limit of his/her accumulated vacation credits, may not take vacation leave of absence during his/her first six (6) months of service (which includes a period served in the OPS immediately prior to appointment to the Employer) and his/her accumulated vacation credits shall be reduced by the vacation leave of absence taken.
- 6.2 An employee who leaves the Employer 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.
- 6.3 Pay in lieu of vacation credits is payable on separation or on death of an employee from the Employer when an employee has been with the Employer for six (6) months or more.
- 6.4 (a) An employee may accumulate vacation credits to a maximum of twice his/her rate of accrual but shall be required to reduce his/her balance of credits to a maximum of one (1) year's accrual by each December 31st.
- (b) Where the Employer is unable to grant an employee his/her vacation entitlement following proper notice in accordance with the established procedures, the employee shall not lose vacation credits or pay.
- 6.5 An employee will be credited with his/her vacation for a calendar year at the beginning of each calendar year.
- 6.6 (a) Vacation credits shall be accumulated 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 six (26) years of service.
- (b) Where an employee has completed twenty-five (25) years of service there is added on that occasion only, five (5) days vacation credits.
- (c) An employee who has completed twenty-five (25) or more years of service and who is in his/her 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/her twenty-fifth (25th) year of service he/she 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.

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/she 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 (3/4) 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.

- 6.9 Where vacation leave-of-absence is applied under Article 12.2 an employee may apply to the Employer 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/her deficit of attendance credits,
- 6.10 Provided the Employer operation is 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 Employer and the employee.
- 6.11 On the basis of seniority, approval will be given to an 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 Employer operation is not disrupted. Requests made after March 31st will be considered on a first come, first served basis. 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.
- 9.3 An employee who commences his/her 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 1/4) the number of whole months remaining in the attendance year calculated from and including the date of commencement of his/her service; and
 - (b) where he/she commences his/her service after the first regular working day but not later than the twelfth (12th) regular working day of his/her first month of service, to an attendance credit of three-quarters (3/4) of a day in respect of his/her 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/she 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/her unused attendance credits for the attendance year added to his/her total of accumulated attendance credits; or
- (b) if he/she has not elected under clause (a), be paid a bonus of;
 - (i) one-fifth (1/5) of his/her 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/her 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 and sixty (260) days of attendance credits,

- (iii) one-third (1/3) of his/her unused attendance credits for that attendance year, where the employee has completed ten (10) or more years of service and has two hundred and 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/she 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,
 - (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/she was entitled at the date he/she ceased to be an employee and dividing the product by 260.6928.

(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/she was entitled at the date he/she 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 the annual salary of the employee at the date when he/she 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.

11.2 An employee appointed prior to January 1, 1970 who ceases to be an employee for any reason other than those listed below shall be entitled to an Attendance Gratuity.

11.3 An employee 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 pension pursuant to the Ontario Public Service Employees Union (OPSEU) Pension Plan;

(iii) termination due to inability to perform his/her duties by reason of mental or physical incapacity with eligibility for a disability pension under the OPSEU Pension Plan;

(iv) layoff;

is entitled to receive Severance Pay or an Attendance Gratuity, whichever is greater.

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/her 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/her accumulated credits, the employee has the option to use accumulated credits for overtime and for vacation leave of absence to reduce 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 Employer certifying as to the nature of the sickness and that the employee is unable to attend to his/her official duties. Notwithstanding this provision, the Employer 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 Workplace Safety and Insurance 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 Workplace Safety and Insurance 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 Workplace Safety and Insurance Board in respect of the absences covered by these articles.
- 12.6 Where an employee receives an award under the Workplace Safety and Insurance Act, and the award applies for longer than the period set out in Article 12.5 and the employee has exhausted all accumulated credits, (ie: attendance and vacation), 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/her duties the Employer may require him/her to submit to a medical examination at the expense of the Employer.
- (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 Employer.

ARTICLE 13

Special or Compassionate Leave

- 13.1** (a) The Employer 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 grounds and the period of the leave shall be charged against the attendance credits of the employee unless otherwise herein provided.
- (b) Up to three (3) days leave under Article 13.1 (a) may be granted for the following reasons:
- (i) professional, legal and/or medical appointments that cannot be scheduled outside the employee's work hours;
 - (ii) parental and/or family related responsibilities.
- (c) Leaves specified under 13.1(b) would be subject to the following provisions:
- (i) the employee applies for such leave at least seven (7) days in advance of the period

required, or as soon as such period is known: and

- (ii) the leave requested is approved by the employee's immediate supervisor or his/her designate.
- (d) For the purpose of administration, approved leave specified under 13.1(b) shall be charged against the employee's attendance credits as follows:
- (i) up to two (2) hours: one quarter (1/4) day credit;
 - (ii) between two (2) hours and four (4) hours: one half (1/2) day credit;
 - (iii) between four (4) hours and six (6) hours: three quarter (3/4) day credit;
 - (iv)** more than six (6) hours: one (1) full day credit.
- (e) Approval for such leave shall not be unreasonably withheld, however it is understood by the parties that approval may be denied if it disrupts the Employer operations.
- 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 Employer; and
 - (b) over six (6) months upon the recommendation of the Employer 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/her 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 Employer.

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/her option:
- (a) treat the absence as leave without pay and retain any fee he/she receives as a witness;
 - (b) deduct the period of absence from his/her vacation leave-of-absence credits or his/her overtime credits and retain any fee he/she receives as a witness; or
 - (c) treat the absence as leave with pay and pay to the Employer all monies received from the court and submit to the Employer an expense account covering the amount of out-of-pocket expenses incurred which the employee is entitled to recover.

ARTICLE 17
Bereavement Leave

- 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/her 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

- 16.1 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
Pregnancy, Parental and Adoption Leave

- 19.1 The Employer agrees to provide for pregnancy leave, without pay and in accordance with the provisions of the Ontario Employment Standards Act to a pregnant employee who has at least thirteen (13) weeks of service. During such leave, the Employer shall continue the Dental, Basic Life Insurance, L.T.I.P., and Supplementary Health & Hospital Insurance, including Vision/Hearing Care, coverage provided under Article 20 of this agreement for

a maximum of seventeen (17) weeks. Credits will continue to accumulate for this seventeen (17) week period.

- 19.2 (a) An employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (b) In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (i) for the first two (2) weeks covering the employment insurance waiting period, 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 pregnancy 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 employment insurance 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 pregnancy leave, including any retroactive salary adjustment to which she may become entitled.

- 19.3 An employee on pregnancy leave shall be entitled to an additional leave of absence without pay of up to six (6) months. The request for this extended leave must be made in writing at least four (4) weeks prior to the expiration of her pregnancy leave and must commence immediately following the pregnancy leave. The first eighteen (18) weeks of this extended leave will be in accordance with the provisions of parental leave granted under Article 19.5. Credits will not accumulate for the balance of this extended leave beyond the first eighteen (18) weeks.
- 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 (a) The Employer agrees to provide parental and/or adoption leave without pay to an employee who has at least thirteen (13) weeks of service in accordance with the Ontario Employment Standards Act. During such leave, the Employer shall continue the Dental, Basic Life Insurance, L.T.I.P., and Supplementary Health and Hospital Insurance, including Vision/Hearing Care, coverage provided under Article 20 of this agreement for a maximum of eighteen (18) weeks. Credits will continue to accumulate for this eighteen (18) week period.
- (b) An employee who is other than the natural mother must supply the Employer with proof of the child's

birth or an adoption certificate when applying for parental and/or adoption leave.

- 19.6 (a) An employee entitled to parental and/or adoption leave under Article 19.5 who provides the Employer with proof that he/she has applied for and is eligible to receive employment insurance benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (b) In respect of the period of parental and/or adoption leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

For natural fathers or adoptive parents only:

- (i) for the first two (2) weeks covering the employment insurance waiting period, payments equivalent to ninety-three percent (93%) of the actual weekly pay for his/her classification which he/she was receiving on the last day worked prior to the commencement of the parental and/or adoption leave, including any retroactive salary adjustment to which he/she may become entitled:

AND

For natural and adoptive parents:

- (ii) up to a maximum of ten (10) additional weeks payments equivalent to the difference between the sum of the weekly employment insurance

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 his/her classification which he/she was receiving on the last day worked prior to the commencement of the parental and/or adoption leave, including any retroactive salary adjustment to which he/she may become entitled.**

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 is available to employees and eligible dependents as Ontario residents as "Basic Health and Hospitalization Insurance".
- (b) The Employer shall pay the costs associated with this Plan.

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 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 ninety dollars (\$90.00) per day.

- (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 benefits payable under any provincial medical plan.
- (i) Charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physio-

therapist, speech therapist and masseur to a maximum of twenty-five dollars (\$25.00) per visit for each visit not subsidized by O.H.I.P

- (j) Charges for the services of a psychologist up to thirty dollars (\$30.00) per half (1/2) hour for individual psychotherapy and/or testing and twenty-five dollars (\$25.00) for all other visits.
- (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 and forty dollars (\$140.00).

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

- (d) The Employer shall pay one hundred percent (100%) of the premiums as may be amended from time to time.
- (e) (i) The Employer agrees to pay one hundred percent (100%) of the monthly premiums for vision care and hearing aid coverage under the Supplementary Health and Hospital Plan.

- (ii) This coverage provides for vision care to a maximum of one hundred and sixty dollars (\$160.00) per insured person in any twenty-four (24) month period from the date of expense for the purchase of prescribed lenses and frames, or to a maximum of two hundred and twenty-five dollars (\$225.00) per insured person in any twenty-four (24) month period from date of expense for the purchase of prescribed contact lenses for those medically unable to wear glasses.
- (iii) Hearing aid coverage is provided for two (2) hearing aids (one (1) 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 Employer shall provide life insurance to each active employee in the amount of one hundred percent (100%) of salary or twenty thousand dollars (\$20,000.00), whichever is greater.
- (b) Upon retirement under the OPSEU Pension Plan Text, Basic Life Insurance shall be provided at no cost, for those eligible, but reduced as follows:
 - (i) at the first of the month coinciding with or next following date of retirement to five thousand dollars (\$5000.00);
 - (ii) on October 1, coinciding with or next following date of retirement to four thousand five hundred dollars (\$4500.00). This amount will continue for the remainder of life.

- (c) If any employee becomes totally disabled before his/her sixty-fifth (65th) birthday so that he/she 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 Employer.
- (e) The Employer 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 Division.

- (c) Employees at their option, may purchase life insurance for dependents from the following options:

Single Amount: • one thousand dollars (\$1,000.00)
for spouse
* five hundred dollars (\$500.00)
for each dependant child

Double Amount: • two thousand dollars (\$2,000.00)
for spouse
* one thousand dollars (\$1,000.00)
for each dependent child

Option is also available to have only one dependent covered (ie. spouse only or one dependent child only), or more than one dependent (ie. spouse and/or all dependent children).

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

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

- (a) The L.T.I.P. Plan shall be continued and shall be upon the same basis as heretofore in effect.

(b) Plan Details

- (i) L.T.I.P. 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 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) While the employee is receiving L.T.I.P. benefits, the Employer will maintain the employee's pension contribution in accordance with the OPSEU Pension Plan text.
- (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 Employer 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) 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, 1981, to and including December 31, 1982, by eighty dollars (\$80.00) per month;
- (b) from and including January 1, 1983, to and including December 31, 1984, by sixty dollars (\$60.00) per month;
- (c) from and including January 1, 1985, to and including December 31, 1986, by forty-five dollars (\$45.00) per month;
- (d) from and including January 1, 1987, to and including December 31, 1988, by forty dollars (\$40.00) per month;
- (e) from and including January 1, 1989, to and including December 31, 1990, by twenty dollars (\$20.00) per month;
- (f) from and including January 1, 1991, to and including December 31, 1992, by ten dollars (\$10.00) per month.

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

- (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 Employer makes a contribution except for Workplace Safety and Insurance Benefits paid for an unrelated disability.

- (c) The Employer 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/she is qualified.

- (ii) Where there is no such position the employee may be assigned to a lower classification for which he/she is qualified, in the work area.

- (iii) An employee who is assigned under this clause shall be paid at the same step he/she had attained in the salary range of the classification of the position he/she occupied prior to disability for a period of six months. At the end of that period he/she shall be paid at a rate within the salary range of the classification of the position to which he/she has been assigned.

- (iv) Where there is no available position in the work area for which the employee is qualified, he/she shall be declared surplus subject to the provisions of Article 5.

- (v) Where an employee does not accept an assignment under this clause he/she 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.

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 Employer and the Union on the subject of Group Insurance including Basic Life Insurance, Supplementary Life Insurance, Supplementary Health & Hospitalization Insurance (including vision care), 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 Employer 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 Employer 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 Employer 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 Employer's and employee's 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 Employer 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 Employer 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

- (a) The Employer will provide the Ontario Blue Cross Dental Plan No. 9 plus Rider 2 and Rider 3 (or their equivalent). Rider 3 will be provided with coinsurance for plan participants between the ages of six (6) to eighteen (18) years to a lifetime maximum of three thousand dollars (\$3,000.00). Effective July 1, 1998,

the schedule of fees shall be based on the 1998 Ontario Dental Association Fee Schedule. Effective April 1, 1999, the 1999 Ontario Dental Association Fee Schedule shall apply.

- (b) The premium for Blue Cross Dental Plan No. 9 plus Rider 2 and Rider 3 (or their equivalent) shall be paid one hundred percent (100%) by the Employer.

20.6 Accidental Death & Dismemberment

The Employer agrees 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 Employer, as established from time to time, on the basis of satisfactory written recommendations and subject to the approval of the Employer. The Employer agrees 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.

- 21.4** (a) (i) If a new job classification within the bargaining unit is created, or a permanent vacancy occurs in an existing job classification, before inviting applications from persons not employed by the Employer, or employees who are outside of the bargaining unit, the Employer will post within the geographic area as specified, notice of such new job or vacancy for a period of ten (10) working days during which employees within such area may apply. The notice shall stipulate qualifications, classification, salary range, department and location concerned.
- (ii) Seniority, for a non bargaining unit employee who is assigned to a position within the bargaining unit shall commence on the date he/she is assigned to such position and he/she shall not receive a seniority credit for their employment prior to such assignment.
- (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/her 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/her 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 practical.
- 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) Where it is decided that it is necessary to make a temporary appointment to fill a temporary vacancy, including summer stores, which will last five (5) working days or more, or one day in the case of

stores, the Employer shall appoint the most senior employee in the next lowest classification in the department, section or store involved, who is qualified and available to perform the work.

- 21.6 Where the Employer selects 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 Employer at the time of the opening be deemed to be satisfactory to the Employer's requirements, the Employer shall so announce in writing within twenty (20) days of the closing date for receiving applications to the Job Posting Circular.
- 21.7 (a) Other than for postings concerning positions in "Metropolitan" area stores inviting applications from employees, should the Employer select an employee to be the successful candidate to a posting advertising a position, the Employer 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 postings advertising positions in "Metropolitan" area stores, the Employer 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 21.6 and 21.7, in which case additional time may be necessary. The Employer and the Union agree to cooperate so as to allow for proper selection of a person to fill any such vacancy.

- 21.6** (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/she was receiving at the time of demotion.
- 21.9** It is agreed that vacancies in the positions of C Store Manager and A Store Assistant shall be posted in accordance with the provisions of the Collective Agreement. The Employer further agrees not to transfer A Store Assistants to C Store Manager positions or vice-versa.

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.

- (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) Safety footwear, which is designated as CSA approved, shall be worn by:

- employees who are required to operate power lifting equipment;
- employees in Warehouses and Depots;
- all Maintenance employees;
- Printing and Mailing Department employees, where required;
- those employees in other locations deemed necessary by the Employer

It is understood that those employees in Retail Stores, as identified above, shall be required to wear safety shoes.

(b) (i) Upon proof of purchase, the Employer shall subsidize the cost of safety footwear for those employees identified in (a) above, to a maximum of one hundred and twenty-five dollars (\$125.00) once every twelve (12) month period.

(ii) In the event that earlier replacement of safety footwear is required as the result of wear, such footwear shall be surrendered to

the Employer and shall be replaced upon the recommendation of the employee's immediate supervisor. Said replacement shall not exceed one hundred and twenty-five dollars (\$125.00).

- (c) All-weather jackets and/or work vests will be made available for those warehouse personnel whose work activities justify their use.
 - (d) 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 footwear for medical reasons, as certified by a physician, shall not be permitted to enter the work area unless a physician's certificate of exemption has been provided to the employee's immediate supervisor. Those employees so authorized shall be required to wear safety toe caps, the cost of which shall be borne 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 Product 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 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.

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/her personal representative or, if there is no personal representative, to such person as the Employer determines, the sum of:
- (a)** any regular salary due;
 - (b)** one-twelfth (1/12) of his/her annual salary;
 - (c)** his/her salary for the outstanding vacation and overtime credits that have accrued; and
 - (d)** any attendance gratuity or severance pay to which he/she 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 26
Salaries

- 25.1 The Employer agrees to pay and the Union agrees to accept the salaries for the classifications herein set forth in the Salary and Classification Schedule and The Schedule of Casual Hourly Wage Rates attached hereto.
- 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 (a) Employees hired on permanent staff on or before February 1, 1994 shall have the option of one of the following:
- (i) An employee may receive his/her salary in the form of a cheque, enclosed in an envelope of a design approved by the Employer; or
 - (ii) An employee may receive his/her salary in the form of direct deposit. Such deposits shall be made to an account designated by the employee.
- (b) Employees hired after February 1, 1994 shall be required to receive his/her salary in the form of direct deposit. Such deposits shall be made to an account designated by the employee.
- (c) Employees on direct deposit shall receive a record of each deposit (pay stub) in a mailer of a design approved by the Employer designed to ensure confidentiality.

- 25.4 Except for employees on direct deposit, the Employer 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.
- 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/her right to Union Representation in advance of the meeting. The employee shall be entitled to have a Union representative at such meeting provided this does not result in undue delay.

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/her 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 Employer. Time off for the Employee Representative to attend a meeting or hearing, including reasonable travel time, shall be charged against the pool of days established under Article 1.5.

(c) If requested, the Employer shall provide the grievor with particulars relating to his/her grievance during the grievance procedure.

- (d) Copies of written decisions provided by the Employer at STAGE 2 and STAGE 3 of this procedure shall be provided to the Union.

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/her supervisor, as designated by the Employer, within ten (10) days of the employee first becoming aware of the circumstances giving rise to the complaint or difference.
- (ii) Unless otherwise agreed between the employee and his/her supervisor, a meeting in respect of an employee's complaint shall only be attended by the employee and his/her supervisor.
- (b) The supervisor shall consider the complaint or difference and give his/her response to the employee within ten (10) days of the discussion.
- (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/her 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/her written decision within fifteen (15) days of receiving the grievance. The investigation may include a meeting with the employee affording him/her an opportunity to be heard.

27.5 STAGE 3

- (a) (i)** If the grievance is not resolved under Article 27.4, the employee may submit the grievance to the Chair or designee within five (5) days of the date that he/she 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 Chair or designee within five (5) days of the date that the supervisor was required to give his/her decision in writing in accordance with Article 27.4.
- (b) Where the grievor has not had an opportunity to be heard by the supervisor under Article 27.4, the Chair or designee shall hold a meeting with the employee within twenty (20) days of receipt of the grievance and shall give the grievor his/her decision in writing within ten (10) days of the meeting.
- (c) Where the Chair or designee does not hold a meeting he/she shall give the grievor his/her decision within ten (10) days of receipt of the grievance.

27.6 STAGE 4

If the grievor is not satisfied with the decision of the Chair or designee or if a decision is not received within the specified time limits, the grievor may apply to the Crown Employees Grievance Settlement Board for a hearing of the grievance within five (5) days of the date he/she received the decision or within five (5) days of the expiration of the specified time limit for receiving a decision.

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

27.8 The Union shall have the right to lodge a grievance based on a difference arising directly with the Employer. However, such a grievance shall not include any matter upon which an employee is personally entitled to grieve. Such grievance shall first be presented, in writing, to the Employer within twenty (20) days of the circumstances giving rise to the grievance. A meeting between representatives of the Union and the Employer will be held within ten (10) days of receipt of the grievance. The grievance shall be answered in writing by the Employer within ten (10) days of such meeting, following which or failing settlement of the grievance, the Union may submit the grievance to the Crown Employees Grievance Settlement Board within a further period of ten (10) days.

27.9 The Employer shall have the right to lodge a grievance as defined above or relating to the conduct of the Union or any officer or representative of the Union or the conduct of the employee. Such grievance shall first be presented, in writing, to the Union within twenty (20) days of the circumstances giving rise to the grievance. A meeting

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

- 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 1 of this Agreement and agreed as being in conformity with the provisions of Article 27.10 of this Agreement.
- 27.12 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 26
Stock and Cash Shortages

- 26.1 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/she 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 Permanent full-time employees will not be adversely affected by job training opportunities provided to permanent part-time or casual 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 Employer's 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 1/2) hours per day or thirty-seven and one half (37 1/2) hours per week for employees paid as Casuals -Warehouse; or
 - (c) seven and one quarter (7 1/4) hours per day or thirty-six and one quarter (36 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 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 Employer agrees to pay a premium of ten dollars (\$10.00) per day to an employee acting for the Store Manager in his/her absence, provided he/she is assigned to act for a minimum of three (3) consecutive hours. Such premium will not be paid to an Assistant Manager in charge of the second shift. However, it would be applicable to other employees in charge of the store during the Manager's absence, while working the second shift.
- (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) (i)** It is understood that casual employees in all depots, warehouses, and those stores where they are required to operate power lifting equipment as part of their regular duties, shall be reimbursed the cost of CSA approved safety footwear upon completion of their probationary period. This reimbursement shall not exceed one hundred and twenty-five dollars (\$125.00) and shall be issued once every twelve (12) months thereafter.

- (ii) In the event that earlier replacement of safety footwear is required as a result of wear, such footwear shall be surrendered to the Employer and shall be replaced upon the recommendation of the employee's immediate supervisor. Said replacement shall not exceed one hundred and twenty-five dollars (\$125.00).
 - (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 eight dollars (\$6.00) provided the employee works two (2) hours or more overtime.
 - (i) Casual employees in retail stores, other than Toronto Airport Stores, shall not be scheduled to work on Sunday except as may be required by Article 6.6(b). Should a casual work on Sunday he/she shall be paid in accordance with Article 31.1 (c).
- 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 (1 1/2) times the employee's regular rate of pay.
- (b) Casuals shall receive vacation pay at the rate of four percent (4%) of 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 Employer. 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, 7 to 16 inclusive, 18, 20, 22, 24, 28, 29, 30, 33 to 46 inclusive and 48. The application of Article 5 shall be limited to 57(e)(iii) and 5.17 exclusively. The application of Article 6 shall be limited to 6.6(b) exclusively. The application of Article 17 is limited to 17.2 exclusively. The application of Article 21 is limited by the provisions of Article 31.4, below. The application of Article 47 is limited to 47.7(d)(ii) exclusively.
- 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. They shall, however, 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) (i) A casual employee's seniority will accumulate upon completion of a probationary period of not less than six (6) calendar months and will be calculated from his/her first day of work of

his/her most recent appointment to the casual staff of the Employer. Where an employee has worked less than four hundred (400) hours in the six (6) calendar months, it will be necessary to extend the probationary period.

- (ii) For the purposes of Article 31.4, 31.7, 51, 52 and the Memorandum of Agreement "Scheduling of Additional Hours", where employees have the same seniority date, the employee's casual appointment date shall be the determining factor. Where employees have the same casual appointment date, the employee identification number assigned by the Employer shall be the determining factor, with the senior employee having the lowest number.
 - (iii) For the purposes of seniority based rights under the Collective Agreement, a seniority list will be posted for the employees at each work place one (1) time per year.
- (b) A casual employee will lose all seniority and his/her employment will be deemed to have been terminated if he/she 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.

- 31.6 (a)** Where for reasons of health an employee is frequently absent or unable to perform his/her duties the Employer may require him/her to submit to a medical examination at the expense of the Employer.
- (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 Employer.
- 31.9** A casual employee who would otherwise be at work, shall be allowed up to one (1) day leave of absence with pay for those hours scheduled, on the day of the funeral, in the event of the death of a member of his/her "immediate family". "Immediate family" shall be as defined in the Collective Agreement.

ARTICLE 32
Safety Committee

- 32.1** The Employer shall continue to make every reasonable provision for the health and safety of its employees, under the terms of the Occupational Health and Safety Act, during the hours of their employment. It is agreed that the Employer and Union shall cooperate to the fullest extent possible in the prevention of accidents and in the promotion of health and safety of its employees.
- 32.2** There shall be a Provincial Safety Committee consisting of three (3) representatives from the Union and three (3) representatives for the Employer. 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 Employer to correct any condition deemed to be unsafe to the well being of all employees.

- 32.4 It is understood that the Employer 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.

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 01	Recognition
Article 02	Relationships
Article 03	Dues and Information
Article 04	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 & Casuals
Article 32	Safety Committee
Article 49	Technological Change
Article 51	Unforeseen Work at Stores
Article 52	Call in of PPT and/or Casual Employees From Other Stores
Article 53	Term of Agreement
	Memorandum of Agreement - Allocation of Additional Hours
	Letter of Agreement - Permanent Vacancy Review
	Memorandum of Settlement - Enhanced Severance for Bargaining Unit Surplus Employees

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 Employer, provided they are:
- (a) less than thirty-six and one quarter (36 1/4), thirty-seven and one half (37 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 fifteen (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 1/4), seven and one half (7 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.
- 36.6 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.

ARTICLE 36

Seniority - Permanent Part-Time Employees

- 36.1 (a) All permanent part-time employees shall be assigned a "fixed" seniority date as follows:
- (i) All permanent part-time employees shall have their seniority date calculated by utilizing the following formula and the seniority accumulated as per the July 1996 permanent part-time seniority list:
- $$\frac{\text{Total Hours of Full Time Hours of Work for the Class (Weekly)}}{52.17857} = \text{number of years of Full Seniority}$$
- (ii) A permanent part-time employee who becomes permanent full-time after July 1,

1996 shall retain his/her fixed seniority date as established in (a) above and his/her seniority shall continue unbroken.

- (iii) For the purposes of Articles 21.5(a), 47, 51 and 52 where employees have the same seniority date, the employee identification number assigned by the Employer shall be the determining factor, with the senior employee having the lowest number.
- (b) For the purposes of seniority based rights under the Collective Agreement, a seniority list will be posted for the employees at each work place one (1) time per 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 (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week for employees working in the applicable classifications as identified in the Salary and Classification Schedule; or
 - (iii) seven and one-quarter (7 1/4) hours per day or thirty-six and one-quarter (36 1/4) 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 (1 1/2) 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 three (3) 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 eight dollars (\$8.00) 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 (1 1/2) for those hours that fall within the twelve (12) hour period.

- 37.4 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.
- 37.5 There shall be no duplication or pyramiding of any premium payments or compensating leave provided by this Agreement.
- 37.6 (a) The Employer agrees to pay a premium of ten dollars (\$10.00) per day to an employee acting for the Store Manager in his/her absence, provided he/she is assigned to act for a minimum of three (3) consecutive hours. Such premium will not be paid to an Assistant Manager in charge of the second shift. However, it would be applicable to other employees in charge of the store during the Manager's absence, while working the second shift.
- (b) An employee (other than those in (a) above) designated by the Employer to replace another employee in a higher classification shall receive a premium of one dollar and twenty cents (\$1.20) per hour for each hour such duties are performed provided he/she works one (1) shift in the higher classification, Acting pay shall not exceed the maximum of the salary range of the higher classification.
- 37.7 There shall be one (1) fifteen (15) minute paid rest period during each four (4) consecutive hours of work.
- 37.6 (a) An employee shall receive a shift premium of one dollar (\$1.00) 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, inclusive of lunch and rest periods fall within this period, the premium shall be paid for all hours worked.

- (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 36
Paid Holidays

38.1 An employee shall be entitled to a holiday each year on each of the following days:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada 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/she is entitled under Article 38.1. The compensation shall be a pro-rated portion of the normal daily hours of work for the classification based on the ratio that his/her weekly core hours of work bear to normal weekly hours of work for the classification as prescribed by the Salary and Classification Schedule. Such compensation shall be considered time worked for the purpose of determining regularly scheduled hours and overtime.

38.3 When an employee works on a holiday listed in Article 38.1, in addition to any compensation to which he/she 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/her regularly scheduled working day.

ARTICLE 39
Vacation and Vacation Credits

- 39.1** (a) An employee may take vacation leave of absence only to the limit of his/her accumulated vacation credits, up to forty (40) hours per week in a normal work week. An employee may not take vacation leave of absence during his/her first six (6) months service and his/her accumulated vacation credits shall be reduced by the vacation leave of absence taken.
- (b) If the usage of vacation credits results in the employee receiving greater than forty (40) hours of compensation in a week, then only the credits required to attain forty (40) hours of compensation will be usable, and the balance will be returned to the employee.
- 39.2 An employee who leaves the Employer 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 Employer when an employee has been with the Employer for six (6) months or more.
- 39.4 (a)** An employee may accumulate vacation credits to a maximum of twice his/her rate of accrual but shall

be required to reduce his/her balance of credits to a maximum of one (1) year's accrual by each December 31st.

- (b) Where the Employer is unable to grant an employee his/her 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/her vacation for a calendar year at the beginning of each calendar year.

39.8 (a) An employee shall earn a pro-rated portion of the vacation credits shown below based on his/her weekly average which is the ratio that his/her weekly hours of work and the additional hours worked during the previous attendance year bear to the normal hours of work (weekly) for the classification as prescribed by the Salary and Classification Schedule. The weekly hours of work and the additional hours worked during the previous attendance year shall be divided by fifty-two (52) to determine a weekly average.

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 1/2) days per month after twenty-six (26) years of service.
 - (b) 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/her weekly hours of work bear to the normal hours of work (weekly) for the classification as prescribed by the Salary and Classification Schedule.
 - (c) An employee who has completed twenty-five (25) or more years of service and who is in his/her sixty-fifth (65th) year shall be entitled to that portion of five (5) days pre-retirement leave represented by the ratio that his/her weekly hours of work bear to the normal hours of work (weekly) for the classification as prescribed by the 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/her twenty-fifth (25th) year of service he/she 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/she 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 Employer 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/her deficit of attendance credits.

- 39.9 The Employer will consider the preference of employees in the scheduling of vacation.

ARTICLE 40
Attendance Credits

- 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/her weekly average which is the ratio that his/her weekly hours of work and the additional hours worked during the previous attendance year bear to the normal hours of work (weekly) for the classification as prescribed by the 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. The weekly hours of work and the additional hours worked during the previous attendance year shall be divided by fifty-two (52) to determine a weekly average.
- 40.3 An employee is entitled to attendance credits under Article 40.2 in respect of a calendar month in which he/she 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 1/4)

as his/her 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/her 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 absent from work:
- (a) without leave;
 - (b) by removal from employment for cause; or
 - (c) without pay for the whole calendar month.
- 40.6 (a) An employee may use attendance credits against scheduled hours of work.
- (b) If the usage of attendance credits results in the employee receiving greater than forty (40) hours of compensation in a week, then only the credits required to attain forty (40) hours of compensation will be usable, and the balance will be returned to the employee.

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/she was entitled at the date he/she ceased to be an employee.

- (b) The total amount paid to an employee in respect of Severance Pay shall not exceed the annual salary of the employee at the date when he/she 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 pension pursuant to the OPSEU Pension Plan;
- (c) termination due to inability to perform his/her duties by reason of mental or physical incapacity with eligibility for a disability pension under the OPSEU Pension Plan; 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/her 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/her accumulated credits, the employee has the option to use any credits accumulated for overtime and for vacation leave of absence to reduce 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/her official duties. Notwithstanding this provision, the Employer 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 Workplace Safety and Insurance 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 Workplace Safety and Insurance 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 Workplace Safety and Insurance Board in respect of the absences covered by these articles.
- 42.6 Where an employee receives an award under the Workplace Safety and Insurance 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/her duties the Employer may require him to submit to a medical examination at the expense of the Employer.
- (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 Employer.

ARTICLE 43

Special and Compassionate Leave

- 43.1 The Employer 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 Employer; and
- (b) over six (6) months upon the recommendation of the Employer 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/her 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

Pregnancy, Parental and Adoption Leave

45.1 The Employer agrees to provide for pregnancy leave, without pay and in accordance with the provisions of the Ontario Employment Standards Act to a pregnant

employee who has at least thirteen (13) weeks of service. During such leave, the Employer shall continue the Dental, Basic Life Insurance, LTIP, and Supplementary Health and Hospitalization Insurance, including Vision/Hearing Care, coverage provided under Article 48 of this agreement for a maximum of seventeen (17) weeks, if the employee elects to continue to pay her portion of the applicable premiums for these plans. Credits will continue to accumulate for this seventeen (17) week period.

- 45.2 (a) An employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (b) In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (i) for the first two (2) weeks covering the employment insurance waiting period, payments equivalent to ninety-three percent (93%) of the weekly salary for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy 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 employment insurance 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 pregnancy leave, including any retroactive salary adjustment to which she may become entitled.

- 45.3 An employee on pregnancy leave shall be entitled to an additional leave of absence without pay of up to six (6) months. The request for this extended leave must be made in writing, at least four (4) weeks before the expiration of her pregnancy leave. The first eighteen (18) weeks of this extended leave will be in accordance with the provisions of parental leave granted under Article 45.5. Credits will not accumulate for the balance of this extended leave beyond the first eighteen (18) weeks.
- 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 (a) The Employer agrees to provide parental and/or adoption leave without pay to an employee who has at least thirteen (13) weeks of service in accordance with the Ontario Employment Standards Act. During such leave, the Employer shall continue the Dental, Basic Life Insurance, L.T.I.P., and Supplementary Health and Hospital Insurance, including Vision/Hearing Care, coverage provided under Article 48 of this agreement for a maximum of eighteen (18) weeks, if the employee

elects to continue to pay his/her portion of the applicable premiums for these plans. Credits will continue to accumulate for this eighteen (18) week period.

- (b) An employee who is other than the natural mother must supply the Employer with proof of the child's birth or an adoption certificate when applying for parental and/or adoption leave.

45.6 (a) An employee entitled to parental and/or adoption leave under Article 45.5 who provides the Employer with proof that he/she has applied for and is eligible to receive employment insurance benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

- (b) In respect of the period of parental and/or adoption leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

For natural fathers or adoptive parents only:

- (i) for the first two (2) weeks covering the employment insurance waiting period, payments equivalent to ninety-three percent (93%) of the actual weekly salary for his/her classification which he/she was receiving on the last day worked prior to the commencement of the parental and/or adoption leave, including any retroactive salary adjustment to which he/she may become entitled;

AND

For all natural and adoptive parents:

- (ii) up to a maximum of ten (10) additional weeks payments equivalent to the difference between the sum of the weekly employment insurance benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the weekly salary for his/her classification which he/she was receiving on the last day worked prior to the commencement of the parental and/or adoption leave, including any retroactive salary adjustment to which he/she may become entitled.

ARTICLE 46

Uniforms, Attire 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/her 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.
- (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) Safety footwear, which is designated as CSA approved, shall be worn by:

employees who are required to operate power lifting equipment;
employees in Warehouses and Depots;
all Maintenance employees;
Printing and Mailing Department employees, where required;
those employees in other locations deemed necessary by the Employer.

It is understood that those employees in Retail Stores, as identified above, shall be required to wear safety shoes.

(b) (i) Upon proof of purchase, the Employer shall subsidize the cost of safety footwear for those employees identified in (a) above, to a maximum of one hundred and twenty-five dollars (\$125.00) once every twelve (12) month period.

(ii) In the event that earlier replacement of safety footwear is required as the result of wear, such footwear shall be surrendered to the Employer and shall be replaced upon the recommendation of the employee's immediate supervisor. Said replacement shall not exceed one hundred and twenty-five dollars (\$125.00).

- (c) All-weather jackets and/or work vests will be made available for those warehouse personnel whose work activities justify their use.
 - (d) 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 footwear for medical reasons, as certified by a physician, shall not be permitted to enter the work area unless a physician's certificate of exemption has been provided to the employee's immediate supervisor. Those employees so authorized shall be required to wear safety toe caps, the cost of which shall be borne by the Employer.
- 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 Product 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 assignment, displacement or lay-off shall be in accordance with seniority subject to the conditions set out in this article.

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/her duties.
- (b)
 - (i) A "work area" includes all Employer establishments within the geographic posting area 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 work area.
 - (iii) The current geographic posting areas shall not be altered by the Employer during the term of this agreement unless otherwise agreed between the parties.
- (c) It is understood that when it is necessary to assign surplus employees in accordance with this article, the provisions of Article 21 shall not apply.

47.3 Where an employee is identified as surplus, he/she shall be assigned on the basis of his/her seniority to a permanent part-time vacancy in his/her work area, provided he/she 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/her position in the following sequence:

- 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/her appointment date;
- another vacancy.

47.4 With mutual consent (employee and Employer), a surplus employee shall be assigned on the basis of his/her seniority to a vacant permanent part-time position in another work area provided he/she 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/her class. In those cases where an employee accepts a position outside of his/her work area and the distance from his/her residence is greater than fifty (50) kilometres the Employer agrees to the reimbursement of approved relocation expenses up to five thousand dollars (\$5,000.00).

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/she shall be subject to lay-off in accordance with the following applicable provisions.

47.7 An employee who has completed his/her 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 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/she 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/her 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.
- (d) (i) Failing the opportunity for displacement under (c) above, the Employer shall review casual work requirements in the surplus employee's work area until a work place is found where the surplus employee's seniority exceeds the casual employee's seniority. Such employee

shall be displaced by the surplus employee provided that the surplus employee agrees to such placement.

- (ii) A permanent part-time employee who displaces a casual employee shall retain his/her permanent part-time seniority during his/her status as a casual employee.
 - (e) An employee may elect to waive one (1) or more of their displacement rights under Article 47.7 for the purpose of avoiding the need to travel to a new establishment.
- 47.8 Where no displacement is possible under Article 47.7 or where an employee chooses not to exercise those rights, he/she shall be laid off.
- 47.9 An employee who intends to exercise his/her rights under Article 47.7 must notify the Employer as far in advance as possible but not later than two (2) weeks from the date the employee is notified of being surplus. Where the employee fails to notify the Employer within the two (2) weeks specified, he/she shall be deemed to have opted to be laid off.
- 47.10 An employee who is displaced by an employee who exercises his/her 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:
- One (1) weeks' notice for each year of seniority, with a minimum of four (4) weeks and a maximum of fifteen (15) weeks, 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/she applies therefore within fourteen (14) days and either:
- (a) he/she 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/she is the successful candidate in accordance with the provision of Article 21.5(b), where applicable.
- 47.14 Except as specified in Article 47.4, 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/she occupied at the time of lay-off, he/she shall be assigned to the step within the salary range applicable to the position, equivalent to the step at which he/she 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/she was receiving prior to the assignment or lay-off. This provision shall not apply to an employee promoted under Article 47.13.

- 47.17 Where an employee who has been laid off or who has displaced a casual employee is reassigned to a permanent position his/her seniority shall be deemed to be continuous.
- 47.18 An employee shall be removed from the recall list after two (2) years of continuous lay-off.
- 47.19 In no case will the Employer 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.
- 47.20 The Employer shall provide the Union with recall lists and amendments thereto.
- 47.21 Where an employee resigns from his/her employment with the Employer within two (2) weeks after receiving notice of lay-off under Article 47.11 he/she shall be entitled to a separation allowance as follows:
- (a) one thousand dollars (\$1,000.00) for one (1) year of seniority or more, but less than five (5) years.
 - (b) two thousand dollars (\$2,000.00) for five (5) years of seniority or more, but less than ten (10) years.
 - (c) three thousand dollars (\$3,000.00) for ten (10) years of seniority or more, but less than fifteen (15) years.
 - (d) four thousand dollars (\$4,000.00) for fifteen (15) years of seniority or more, but less than twenty (20) years.

- (e) five thousand dollars (\$5,000.00) for twenty (20) years of seniority or more.

In addition and upon request, he/she shall be provided assistance with resume preparation, job search skills, and where possible, notification of any retraining and/or job skill development opportunities, provided the employee requests the assistance within twelve (12) months of resignation.

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 Employer 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.

46.2 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 ninety dollars (\$90.00) per day.

- (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 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 twenty-five dollars (\$25.00) per visit for each visit not subsidized by O.H.I.P.

- (j) Charges for the services of a psychologist up to thirty dollars (\$30.00) per half (1/2) hour for individual psychotherapy and/or testing and twenty-five dollars (\$25.00) for all other visits.
 - (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 and forty dollars (\$140.00).
- (c) If an employee elects to participate in the Plan, the Employer 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 Hospitalization Plan (including vision/hearing), 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.

- (d) (i) Vision care provides coverage to a maximum of one hundred and sixty dollars (\$160.00) per insured person in any twenty-four (24) month period from date of expense for the purchase of prescribed lenses and frames, or to a maximum of two hundred and twenty-five dollars (\$225.00) per insured person in any twenty-four (24) month period from date of expense for the purchase of prescribed contact lenses for those unable to wear glasses.
- (ii) Hearing aid coverage is provided for two (2) hearing aids (one (1) 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 Employer shall provide life insurance to each active employee in the amount of one hundred percent (100%) of annual salary or ten thousand dollars (\$10,000.00), whichever is greater.
- (b) Upon retirement under the OPSEU Pension Plan text, 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/her sixty-fifth (65th) birthday so that he/she 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 Employer.
- (e) The Employer 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 the employees 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 Division.

- (c) Employees, at their option, may purchase life insurance for dependents from the following options:

Single Amount: * one thousand dollars (\$1,000.00)
for spouse
* five hundred dollars (\$500.00)
for each dependent child

or

Double Amount: * two thousand dollars (\$2,000.00)
for spouse
* one thousand dollars (\$1,000.00)
for each dependent child

Option is also available to have only one dependent covered (ie. spouse only or one dependent child only), or more than one dependent (ie. spouse and/ or all dependent children).

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

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

- (a) The Employer shall pay one hundred per cent (100%) of the premium of the L.T.I.P. Plan.

(b) Plan Details:

- (i) L.T.I.P. 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 (68 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) while the employee is receiving L.T.I.P. benefits, the Employer will maintain the employee's pension contributions in accordance with the OPSEU Pension Plan text;
- (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 Employer 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 Employer makes a contribution except for Workplace Safety and Insurance Benefits paid for an unrelated disability.

48.6 Dental Plan

- (a) The Employer will provide the Ontario Blue Cross Dental Plan No. 9 plus Rider 2 and Rider 3 (or their equivalent). Rider 3 will be provided with coinsurance for plan participants between the ages of six (6) to eighteen (18) years to a lifetime maximum of three thousand dollars (\$3,000.00). Effective July 1, 1998, the schedule of fees shall be based on the 1998 Ontario Dental Association Fee Schedule and, effective April 1, 1999, the 1999 Ontario Dental Association fee Schedule shall apply.
- (b) If an employee elects to participate, the Employer 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.

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

- 49.3 (a) The Employer shall give at least sixty (60) days notice to the Union prior to the introduction of technological change, providing information in writing as to the nature of the change, date of change, approximate number and location of employees likely to be affected and the expected effects on employees.
- (b) Notwithstanding the above, where the introduction of technological change will result in the lay-off of an employee who has completed his/her probationary period, the notice under (a) above shall be at least ninety (90) days and shall be given to the Union and the employee(s) affected.
- (c) Where the delay in introducing a technological change would have a significant adverse effect on the Employer's operations, the periods of notice in (a) and (b) above shall be provided to the Union as expeditiously as possible.
- 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.
- (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 Employer.

ARTICLE 50
Video Display Terminals

- 50.1 After each hour of continuous operation of a video display terminal (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 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 Employer and the VDT operator shall authorize release of a copy of the examination report to the Employer.

- 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 Employer 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 Employer 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 Employer 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 maximum 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, Pregnancy & 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

Unforeseen Work at Stores

- 51.1** When it is necessary to offer permanent part-time and/or casual employees work that becomes available after the schedule was posted, the following procedure shall apply.
- 51.2** For the purposes of clarity, "schedule" means hours of work posted as per Article 6.4(a)(i), 31.1 (a), and 37.2(a) of the collective agreement. Further, it is not intended to apply the terms of this agreement to overtime requirements.
- 51.3**
 - (a) The work shall be offered by store in order of seniority, to permanent part-time employees first, then to casual employees, provided they are qualified to perform the work and no overtime is incurred.
 - (b) In the event that the employee's availability cannot be confirmed at the time of offer, the next most senior employee shall be offered the work.
 - (c) An employee who declines the offer as mentioned above will not be subject to discipline as a result.
 - (d) An employee who is not available when the schedule was posted will be deemed not available until the next schedule is posted unless the employee confirms their availability to the Manager prior to when the work is offered.

- (e) If the employee identified by (a) above is already scheduled on the date the work is required, his/her schedule may be changed by mutual agreement between the Employer and the employee.

ARTICLE 52

**Call In of Permanent Part Time and/or Casual Employee's
From Other Stores**

- 52.1 When it is necessary to call in permanent part-time and/or casual employees from other stores, the following procedure will apply:
 - (a) For the purpose of this agreement each store will have a designated store that is to be contacted first. Stores will be designated by the Employer. In remote areas of the province it may not be practical to do so. The Employer agrees to provide the Union with a list indicating the designation of stores as per this Agreement and changes as they occur.
 - (b) Available employees at the contacted store shall be called in, in order of seniority, permanent part-time employees first, then casual employees, provided they are qualified to perform the work and no overtime is incurred.
 - (c) In the event that the employee's availability cannot be confirmed at the time of offer, the next most senior employee shall be offered the work.
- 52.2 It is understood that employees are not entitled to solicit work outside their home store.
- 52.3 An employee who declines the offer as mentioned above will not be subject to discipline as a result.

- 52.4 Permanent part-time employees must work scheduled shifts at their home store before starting work at another store.
- 52.5 It is understood that casual employees already scheduled to work at their home store, or at another store on the date the work is required will be deemed not available.
- 52.6 In the event there is a need to call-in employees from a store other than the designated store, the same procedure will apply.

ARTICLE 53
Term of Agreement

- 53.1 This Agreement will continue in effect until March 31, 2000.

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

<u>Starting Class Code</u>	<u>Class Code after 6 months</u>	<u>Class Title</u>	<u>Effective</u>	<u>Salary</u>
030	031	Filer	04/01/98 04/01/99	\$12.02 \$12.26
050	051	Typist	04/01/98 04/01/99	\$13.99 \$14.27
040	041	Office Clerk	04/01/98 04/01/99	\$13.12 \$13.38
060	061	Senior Typist	04/01/98 04/01/99	\$14.61 \$14.90
062	063	Clerk-Typist	04/01/98 04/01/99	\$14.61 \$14.90
064	065	Keypunch Op.	04/01/98 04/01/99	\$14.26 \$14.54
066	067	Stenographer	04/01/98 04/01/99	\$14.26 \$14.54
068	069	Wrd Proc. Op.	04/01/98 04/01/99	\$15.20 \$15.50
070	071	Sr. Off. Clerk	04/01/98 04/01/99	\$14.63 \$14.92
072	073	Computer Op.	04/01/98 04/01/99	\$14.96 \$15.26

<u>Starting Class Code</u>	<u>Class Code after 6 months</u>	<u>Class Title</u>	<u>Effective</u>	<u>Salary</u>
020	021	Draftsperson	04/01/98 04/01/99	\$13.45 \$13.72
024	025	Lab Tech.	04/01/98 04/01/99	\$14.91 \$15.21
027	028	Warehouse	04/01/98 04/01/99	\$13.83 \$14.11
022	023	Stat. Eng.	04/01/98 04/01/99	\$14.36 \$14.65
074	075	Mnt. Ser.man/ woman	04/01/98 04/01/99	\$17.95 \$18.31
076	077	Mnt. Mech.	04/01/98 04/01/99	\$20.05 \$20.45
010	011	Stores	04/01/98 04/01/99	\$13.83 \$14.11
	026	Pt-tm St. Cash.	04/01/98 04/01/99	\$13.83 \$14.11

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>Class Title</u>	<u>Hours of Work</u>
03	LIQUOR STORE MANAGER 3 (03 'A' Store Assistant, 04 'C' Store Manager) (Annual Increases)	40
04/01/98	Hourly 20.24 20.72 21.23 21.75 Annual 42,244 43,246 44,310 45,395	
04/01/99	Hourly 20.64 21.13 21.65 22.18 Annual 43,079 44,101 45,187 46,293	
09	LIQUOR STORE MANAGER 2 ('B' Store Assistant)(Annual Increases)	40
04/01/98	Hourly 19.71 20.24 20.72 Annual 41,138 42,244 43,246	
04/01/99	Hourly 20.10 20.64 21.13 Annual 41,952 43,079 44,101	
05	LIQUOR STORE MANAGER 1 ('D' Store Manager)(Annual Increases)	40
04/01/98	Hourly 18.60 19.15 19.62 20.24 Annual 38,821 39,969 40,950 42,244	
04/01/99	Hourly 18.98 19.53 20.02 20.64 Annual 39,614 40,762 41,785 43,079	
07	LIQUOR STORE CLERK GRADE 3 (Customer Service Representative) (Semi-annual increases to the third step, annual thereafter)	40
04/01/98	Hourly 15.45 16.44 17.06 17.56 18.08 Annual 32,246 34,313 35,607 36,650 37,736	
04/01/99	Hourly 15.76 16.77 17.41 17.92 18.45 Annual 32,893 35,001 36,337 37,402 38,508	

15 **LIQUOR STORE CLERK GRADE 2** 40**PPT CASHIER**

(Semi-annual increases)

04/01/98	Hourly	17.09	18.08
	Annual	35,669	37,736
04/01/99	Hourly	17.43	18.45
	Annual	36,379	38,508

703 **STATIONARY ENGINEER** 40

(Annual Increases)

04/01/98	Hourly	16.54	17.31	18.08
	Annual	34,521	36,128	37,736
04/01/99	Hourly	16.88	17.66	18.45
	Annual	35,231	36,859	38,508

347 **SENIOR SECURITY OFFICER** 40

(Annual Increases)

04/01/98	Hourly	15.33	15.94	16.58	17.24	17.94
	Annual	31,996	33,269	34,605	35,982	37,443
04/01/99	Hourly	15.64	16.26	16.91	17.58	18.30
	Annual	32,643	33,937	35,294	36,692	38,195

721 **WATCHPERSON** 40

(Annual Increases)

04/01/98	Hourly	15.95	16.44	16.96
	Annual	33,290	34,313	35,398
04/01/99	Hourly	16.27	16.77	17.30
	Annual	33,958	35,001	36,108

16 **PRODUCT CONSULTANT** 40

(Annual Increases)

04/01/98	Hourly	16.44	17.06	17.56	18.08	18.60	19.15
	Annual	34,313	35,607	36,650	37,736	38,821	39,969
04/01/99	Hourly	16.77	17.41	17.92	18.45	18.98	19.53
	Annual	35,001	36,337	37,402	38,508	39,614	40,762

438 **SYSTEMS OFFICER 3** 40

(Point of Sale) Annual Increases)

04/01/98	Hourly	23.32	24.45	25.62	26.76	27.93
	Annual	48,762	51,031	53,473	55,852	58,294
04/01/99	Hourly	23.78	24.94	26.13	27.30	28.49
	Annual	49,632	52,053	54,637	56,979	59,463

437	SYSTEMS OFFICER 2					40
	(Point of Sale)(Annual Increases)					
04/01/98	Hourly	19.75	20.68	21.61	22.63	23.68
	Annual	41,221	43,162	45,103	47,232	49,424
04/01/99	Hourly	20.14	21.09	22.05	23.09	24.16
	Annual	42,035	44,018	46,022	48,192	50,425

436	SYSTEMS OFFICER 1					40
	(Point of Sale)(Annual Increases)					
04/01/98	Hourly	17.52	18.14	18.78	19.46	20.17
	Annual	36,567	37,861	39,197	40,616	42,098
04/01/99	Hourly	17.87	18.50	19.15	19.85	20.57
	Annual	37,297	38,612	39,969	41,430	42,933

709	BUILDING MAINTENANCE MECHANIC					37.5
	(Semi-annual increases to the second step, annual thereafter)					
04/01/98	Hourly	21.36	21.88	22.45	23.06	
	Annual	41,795	42,813	43,928	45,121	
04/01/99	Hourly	21.79	22.32	22.90	23.52	
	Annual	42,636	43,673	44,808	46,022	

724	SENIOR CONTROL CONSOLE OPERATOR					37.5
	(Annual Increases)					
04/01/98	Hourly	22.89	23.66	24.29	24.95	
	Annual	44,789	46,295	47,528	48,820	
04/01/99	Hourly	23.35	24.14	24.77	25.45	
	Annual	45,689	47,235	48,467	49,798	

723	CONTROL CONSOLE OPERATOR					37.5
	(Annual Increases)					
04/01/98	Hourly	20.71	21.42	22.12	22.89	23.66
	Annual	40,523	41,912	43,282	44,789	46,295
04/01/99	Hourly	21.12	21.85	22.57	23.35	24.14
	Annual	41,325	42,754	44,163	45,689	47,235

706	ELECTRONIC TECHNICIAN					37.5
	(Semi-annual increases to the second step, annual thereafter)					
04/01/98	Hourly	23.66	24.29	24.95		
	Annual	46,295	47,528	48,820		
04/01/99	Hourly	24.14	24.77	25.45		
	Annual	47,235	48,467	49,798		

707 MAINTENANCE ELECTRICIAN 37.5

(Semi-annual increases)
 04/01/98 Hourly 23.06 24.29
 Annual 45,121 47,528
 04/01/99 Hourly 23.52 24.77
 Annual 46,022 48,467

708 MAINTENANCE MECHANIC 37.5

(Semi-annual increases)
 04/01/98 Hourly 23.06 24.29
 Annual 45,121 47,528
 04/01/99 Hourly 23.52 24.77
 Annual 46,022 48,467

710 MAINTENANCE SERVICEMAN/WOMAN 37.5

(Semi-annual increases to the second step, annual thereafter)
 04/01/98 Hourly 20.81 21.36 21.88 22.45
 Annual 40,719 41,795 42,813 43,928
 04/01/99 Hourly 21.22 21.79 22.32 22.90
 Annual 41,521 42,636 43,674 44,808

719 STOREKEEPER 37.5

(Annual Increases)
 04/01/98 Hourly 17.35 17.78 18.28 18.78
 Annual 33,949 34,790 35,768 36,747
 04/01/99 Hourly 17.70 18.13 18.64 19.15
 Annual 34,634 35,475 36,473 37,471

722 VAX SYSTEM OPERATOR 37.5

(Semi-annual increases to the third step, annual thereafter)
 04/01/98 Hourly 17.26 17.83 18.40 19.08 19.69 20.68 21.61
 Annual 33,773 34,888 36,003 37,334 38,527 40,464 42,284
 04/01/99 Hourly 17.60 18.19 18.77 19.47 20.08 21.09 22.05
 Annual 34,438 35,592 36,727 38,097 39,290 41,267 43,145

712 WAREHOUSE FOREMAN/WOMAN 2 37.5

(Annual Increases)
 04/01/98 Hourly 20.81 21.36 21.88
 Annual 40,719 41,795 42,813
 04/01/99 Hourly 21.22 21.79 22.32
 Annual 41,521 42,636 43,673

713	WAREHOUSE FOREMAN/WOMAN 1	37.5
	(Annual Increases)	
04/01/98	Hourly 19.62 20.22 20.71	
	Annual 38,390 39,564 40,523	
04/01/99	Hourly 20.02 20.62 21.12	
	Annual 39,173 40,347 41,325	

716	WAREHOUSE WORKER 4	37.5
	(Annual Increases)	
04/01/98	Hourly 17.41 17.97 18.51 19.07 19.65	
	Annual 34,066 35,162 36,218 37,314 38,449	
04/01/99	Hourly 17.76 18.33 18.88 19.46 20.04	
	Annual 34,751 35,866 36,942 38,077 39,212	

Note: The final wage step shall apply only to 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.

717	WAREHOUSE WORKER 3	37.5
	(Annual Increases)	
04/01/98	Hourly 16.78 17.31 17.89	
	Annual 32,833 33,870 35,005	
04/01/99	Hourly 17.11 17.66 18.25	
	Annual 33,479 34,555 35,710	

718	UTILITIES PERSON	37.5
04/01/98	Hourly 16.78	
	Annual 32,833	
04/01/99	Hourly 17.11	
	Annual 33,479	

605	CLERK GRADE 5	36.25
	(Annual Increases)	
04/01/98	Hourly 21.00 21.61 22.26 22.97	
	Annual 39,721 40,875 42,104 43,447	
04/01/99	Hourly 21.42 22.05 22.70 23.43	
	Annual 40,515 41,707 42,936 44,317	

607	CLERK GRADE 4	36.25
	(Annual Increases)	
04/01/98	Hourly 18.62 19.13 19.68 20.23	
	Annual 35,219 36,184 37,224 38,265	
04/01/99	Hourly 18.99 19.51 20.07 20.63	
	Annual 35,919 36,903 37,962 39,021	

608	CLERK GRADE 3									36.25
	(Annual increases)									
04/01/98	Hourly	17.17	17.61	18.09	18.57					
	Annual	32,477	33,309	34,217	35,125					
04/01/99	Hourly	17.51	17.96	18.46	18.95					
	Annual	33,120	33,971	34,917	35,843					
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609	CLERK GRADE 2									36.25
	(Semi-annual increases to third step, annual thereafter)									
04/01/98	Hourly	15.43	15.81	16.20	16.62					
	Annual	29,185	29,904	30,642	31,436					
04/01/99	Hourly	15.74	16.13	16.52	16.95					
	Annual	29,772	30,509	31,247	32,060					
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630	SHIFT LEADER									36.25
	(Annual Increases)									
04/01/98	Hourly	19.75	20.66	21.61	22.63	23.68				
	Annual	37,357	39,116	40,875	42,804	44,790				
04/01/99	Hourly	20.14	21.09	22.05	23.09	24.16				
	Annual	38,094	39,891	41,707	43,674	45,698				
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631	COMPUTER OPERATOR GRADE 2									36.25
	(Semi-annual increases to the third step, annual thereafter)									
04/01/98	Hourly	17.26	17.83	18.40	19.08	19.69	20.68	21.61		
	Annual	32,647	33,725	34,803	36,089	37,243	39,116	40,875		
04/01/99	Hourly	17.60	18.19	18.77	19.47	20.08	21.09	22.05		
	Annual	33,290	34,406	35,503	36,827	37,981	39,891	41,707		
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632	COMPUTER OPERATOR GRADE 1									36.25
	(Semi-annual increases)									
04/01/98	Hourly	15.41	15.84	16.28	16.76					
	Annual	29,148	29,961	30,793	31,701					
04/01/99	Hourly	15.72	16.16	16.60	17.09					
	Annual	29,734	30,566	31,398	32,325					
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636	DATA ENTRY OPERATOR GRADE 3									36.25
	(Annual Increases)									
04/01/98	Hourly	16.74	17.17	17.61	18.08					
	Annual	31,663	32,477	33,309	34,198					
04/01/99	Hourly	17.07	17.51	17.96	18.44					
	Annual	32,287	33,120	33,971	34,879					

637 DATA ENTRY OPERATOR GRADE 2 36.25

(Semi-annual increases to the third step, annual thereafter)

04/01/98	Hourly	15.37	15.76	16.15	16.56
	Annual	29,072	29,810	30,547	31,323
04/01/99	Hourly	15.68	16.07	16.47	16.90
	Annual	29,658	30,396	31,153	31,966

488 DESIGNER/DRAFTSPERSON 2 36.25

(Annual Increases)

04/01/98	Hourly	19.72	20.73	21.74	22.75	23.76
	Annual	37,300	39,210	41,121	43,031	44,941
04/01/99	Hourly	20.11	21.14	22.17	23.20	24.23
	Annual	38,038	39,986	41,934	43,882	45,830

487 DRAFTSPERSON 36.25

(Semi-annual increases to the third step, annual thereafter)

04/01/98	Hourly	16.61	17.06	17.56	18.08	18.60
	Annual	31,417	32,269	33,214	34,198	35,181
04/01/99	Hourly	16.94	17.41	17.92	18.45	18.98
	Annual	32,042	32,931	33,895	34,898	35,900

328 DISTRIBUTION ANALYST 3 36.25

(Annual Increases)

04/01/98	Hourly	23.15	24.46	25.84	27.30	28.77
	Annual	43,788	46,265	48,876	51,637	54,418
04/01/99	Hourly	23.62	24.95	26.35	27.84	29.35
	Annual	44,677	47,192	49,840	52,659	55,515

329 DISTRIBUTION ANALYST 2 36.25

(Annual Increases)

04/01/98	Hourly	23.15	24.26	25.40	26.50	27.64
	Annual	43,788	45,887	48,043	50,124	52,280
04/01/99	Hourly	23.62	24.74	25.91	27.03	28.19
	Annual	44,677	46,795	49,008	51,127	53,321

330 DISTRIBUTION ANALYST 1 36.25

(Annual Increases)

04/01/98	Hourly	18.96	19.62	20.32	21.04	21.82
	Annual	35,862	37,111	38,435	39,797	41,272
04/01/99	Hourly	19.34	20.02	20.72	21.46	22.25
	Annual	36,581	37,867	39,191	40,591	42,085

650 FIELD AUDITOR 36.25

	(Annual Increases)					
04/01/98	Hourly	21.06	22.05	23.01	24.14	25.30
	Annual	39,834	41,707	43,523	45,660	47,854
04/01/99	Hourly	21.48	22.49	23.47	24.63	25.80
	Annual	40,629	42,539	44,393	46,587	48,800

531 LAB TECHNOLOGIST 36.25

	(Annual Increases)					
04/01/98	Hourly	22.96	23.95	24.88	25.99	27.13
	Annual	43,428	45,301	47,060	49,159	51,316
04/01/99	Hourly	23.42	24.43	25.38	26.51	27.67
	Annual	44,298	46,209	48,006	50,143	52,337

506 LAB TECHNICIAN GRADE 3 36.25

	(Annual Increases)					
04/01/98	Hourly	20.12	20.75	21.35	21.97	22.61
	Annual	38,056	39,248	40,383	41,556	42,766
04/01/99	Hourly	20.53	21.16	21.78	22.41	23.07
	Annual	38,832	40,024	41,196	42,388	43,636

507 LAB TECHNICIAN GRADE 2 36.25

	(Semi-annual increases to the third step, annual thereafter)					
04/01/98	Hourly	17.29	17.72	18.18	18.65	19.15
	Annual	32,704	33,517	34,387	35,276	36,222
04/01/99	Hourly	17.63	18.07	18.54	19.02	19.53
	Annual	33,347	34,179	35,068	35,976	36,940

508 LAB TECHNICIAN GRADE 1 36.25

	(Semi-annual increases)					
04/01/98	Hourly	15.88	16.26	16.64	17.10	
	Annual	30,037	30,755	31,474	32,344	
04/01/99	Hourly	16.20	16.58	16.97	17.44	
	Annual	30,642	31,361	32,098	32,987	

515 SENIOR PRODUCTS TECHNICIAN 36.25

	(Annual Increases)					
04/01/98	Hourly	24.46	25.84	27.30	28.77	
	Annual	46,265	48,876	51,637	54,418	
04/01/99	Hourly	24.95	26.35	27.84	29.35	
	Annual	47,192	49,840	52,659	55,515	

518	PRODUCTS TECHNICIAN				36.25
	(Annual Increases)				
04/01/98	Hourly	20.95	21.72	22.47	23.23
	Annual	39,626	41,083	42,501	43,939
04/01/99	Hourly	21.37	22.15	22.92	23.69
	Annual	40,421	41,896	43,353	44,809

148	PUBLIC RELATIONS OFFICER 3				36.25
	(Annual Increases)				
04/01/98	Hourly	24.70	25.64	26.66	27.70
	Annual	46,719	48,497	50,427	52,394
04/01/99	Hourly	25.20	26.16	27.20	28.26
	Annual	47,665	49,481	51,448	53,453

147	PUBLIC RELATIONS OFFICER 2				36.25
	(Annual Increases)				
04/01/98	Hourly	21.59	22.24	22.90	23.58
	Annual	40,837	42,066	43,315	44,601
04/01/99	Hourly	22.03	22.68	23.36	24.05
	Annual	41,669	42,899	44,185	45,490

146	PUBLIC RELATIONS OFFICER 1				36.25
	(Annual Increases)				
04/01/98	Hourly	19.62	20.24	20.88	21.59
	Annual	37,111	38,283	39,494	40,837
04/01/99	Hourly	20.02	20.64	21.30	22.03
	Annual	37,867	39,040	40,288	41,669

655	MARKETING RESEARCH ANALYST				36.25
	(Annual Increases)				
04/01/98	Hourly	22.98	24.19	25.47	26.68
	Annual	43,466	45,755	48,176	50,465
04/01/99	Hourly	23.44	24.68	25.98	27.22
	Annual	44,336	46,682	49,140	51,486

656	JUNIOR MARKETING RESEARCH ANALYST				36.25
	(Annual Increases)				
04/01/98	Hourly	18.36	19.08	19.86	20.64
	Annual	34,709	36,089	37,565	39,040
04/01/99	Hourly	18.72	19.47	20.26	21.06
	Annual	35,408	36,827	38,321	39,834

641	PURCHASING OFFICER 2				36.25
	(Annual Increases)				
04/01/98	Hourly	19.92	20.48	21.05	21.65
	Annual	37,678	38,737	39,816	40,950
04/01/99	Hourly	20.32	20.89	21.47	22.09
	Annual	38,435	39,513	40,610	41,783
					43,012
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640	PURCHASING OFFICER 1				36.25
	(Annual Increases)				
04/01/98	Hourly	17.35	17.78	18.28	18.78
	Annual	32,817	33,630	34,576	35,522
04/01/99	Hourly	17.70	18.13	18.64	19.15
	Annual	33,479	34,292	35,257	36,222
					37,224
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618	STENOGRAPHER GRADE 3				36.25
	(Annual Increases)				
04/01/98	Hourly	16.73	17.16	17.60	18.08
	Annual	31,644	32,458	33,290	34,198
04/01/99	Hourly	17.06	17.50	17.95	18.45
	Annual	32,269	33,101	33,952	34,898
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619	STENOGRAPHER GRADE 2				36.25
	(Semi-annual increase to the third step, annual thereafter)				
04/01/98	Hourly	15.36	15.75	16.14	16.55
	Annual	29,053	29,791	30,528	31,304
04/01/99	Hourly	15.67	16.06	16.46	16.89
	Annual	29,639	30,377	31,134	31,947
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620	STENOGRAPHER GRADE 1				36.25
	(Semi-annual Increases)				
04/01/98	Hourly	14.75	15.07		
	Annual	27,899	28,505		
04/01/99	Hourly	15.04	15.37		
	Annual	28,448	29,072		
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247	SENIOR PROGRAMMER ANALYST				36.25
	(Annual Increases)				
04/01/98	Hourly	23.22	24.68	26.21	27.84
	Annual	43,920	46,682	49,576	52,659
04/01/99	Hourly	23.68	25.18	26.74	28.39
	Annual	44,790	47,627	50,578	53,699
					56,896

435 SYSTEMS OFFICER 3 36.25

(Annual Increases)

04/01/98	Hourly	23.32	24.45	25.62	26.76	27.93
	Annual	44,109	46,247	48,460	50,616	52,829
04/01/99	Hourly	23.78	24.94	26.13	27.30	28.49
	Annual	44,979	47,173	49,424	51,637	53,888

434 SYSTEMS OFFICER 2 36.25

(Annual Increases)

04/01/98	Hourly	19.75	20.68	21.61	22.63	23.68
	Annual	37,357	39,116	40,875	42,804	44,790
04/01/99	Hourly	20.14	21.09	22.05	23.09	24.16
	Annual	38,094	39,891	41,707	43,674	45,698

433 SYSTEMS OFFICER 1 36.25

(Annual Increases)

04/01/98	Hourly	17.52	18.14	18.78	19.46	20.17
	Annual	33,139	34,311	35,522	36,808	38,151
04/01/99	Hourly	17.87	18.50	19.15	19.85	20.57
	Annual	33,801	34,992	36,222	37,546	38,908

623 TYPIST GRADE 3 36.25

(Annual Increases)

04/01/98	Hourly	16.84	17.23	17.65	18.08
	Annual	31,852	32,590	33,385	34,198
04/01/99	Hourly	17.18	17.57	18.00	18.44
	Annual	32,496	33,233	34,047	34,898

624 TYPIST GRADE 2 36.25

(Semi-annual increases in the third step, annual thereafter)

04/01/98	Hourly	16.08	16.45	16.84	17.23
	Annual	30,415	31,115	31,852	32,590
04/01/99	Hourly	16.40	16.78	17.18	17.57
	Annual	31,020	31,739	32,496	33,233

625 TYPIST GRADE 1 36.25

(Semi-annual Increases)

04/01/98	Hourly	15.21	15.53	15.88
	Annual	28,769	29,375	30,037
04/01/99	Hourly	15.51	15.85	16.20
	Annual	29,337	29,980	30,642

170	CATEGORY ANALYST				36.25	
	(Annual Increases)					
04/01/98	Hourly	23.22	24.67	26.21	27.84	29.48
	Annual	43,920	46,663	49,576	52,659	55,761
04/01/99	Hourly	23.68	25.17	26.74	28.39	30.07
	Annual	44,790	47,608	50,578	53,699	56,877

NOTE: Dividing lines designate class series.

APPENDIX 1
MEMORANDUM OF AGREEMENT

BETWEEN:

LIQUOR CONTROL BOARD OF ONTARIO
(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) Grievances which do not involve novel problems and which have limited contractual significance or complexity.
- (d) 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 the following Arbitrators shall act as the Expedited Arbitrator for the duration of the Collective Agreement:

Jane Devlin	Jack Roberts
William Kaplan	Susan Stewart
Paula Knopf	Harry Waisglass

Should these designated arbitrators be unavailable the parties may, with mutual agreement, select an arbitrator not listed above.

6. PRESENTATION OF CASES

- (a) Lawyers shall not be used as Counsel unless both parties are represented by in-house Counsel.

In-house Counsel will be used on a trial basis for a period of one (1) year. At the end of this period either party may withdraw from this arrangement.

- (b) Cases shall be presented by Union Representatives 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/she deems proper and he/she 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.

6. 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 THE 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 regulation arbitration procedures.
- (b) For purposed 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 the Expedited Arbitrator would have based his/her 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 EMPLOYER
Wayne Zachar, Director
Employee Relations

FOR THE UNION
John Coones, President
OLBEU

Dated this 30th day of June, 1998.

MEMORANDUM OF AGREEMENT

BETWEEN:

**LIQUOR CONTROL BOARD OF ONTARIO
(hereinafter called the "Employer")**

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 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 discussion 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 the 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 matter which may involve amendments to legislation or regulation.

- (b) Any matter which requires central agency approval, such as Management Board of Cabinet.
- (c) 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, 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 EMPLOYER
Wayne Zachar, Director
Employee Relations

FOR THE UNION
John Coones, President
OLBEU

MEMORANDUM OF AGREEMENT

BETWEEN:

**LIQUOR CONTROL BOARD OF ONTARIO
(hereinafter called the "Employer")**

AND

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

RE: Allocation of Additional Hours

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

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

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

FOR THE EMPLOYER
Wayne Zachar, Director
Employee Relations

FOR THE UNION
John Coones, President
OLBEU

Dated this 3rd day of May, 1996.

MEMORANDUM OF SETTLEMENT

BETWEEN:

**LIQUOR CONTROL BOARD OF ONTARIO
(hereinafter called the "Employer")****AND****ONTARIO LIQUOR BOARDS EMPLOYEES' UNION
(hereinafter called the "Union")****RE. Enhanced Severance for
Bargaining Unit Surplus Employees**

1. Where a permanent employee of the bargaining unit resigns from his/her employment with the Employer within two (2) weeks of being declared surplus, he/she shall be entitled to:
 - (a) Severance pay in the amount computed by multiplying the total number of years of service of an employee, from their most recent appointment to permanent status, by two (2) times the regular weekly salary to which he/she was entitled at the date he/she ceased to be an employee and shall not exceed the employee's annual salary. This entitlement is conditional upon the employee having completed one (1) year of service as a permanent employee and not being eligible for an unreduced pension or any other special pension option.
 - (b) Upon production of receipts from an authorized educational institute or employment counselling firm the employee shall be entitled to

reimbursement of up to, but not exceeding five thousand dollars (\$5,000) as an employment transition allowance. To be eligible for reimbursement, receipts must be received within twelve (12) months from the date the employee resigns their employment.

- (c) The Employer shall reimburse the employee to a maximum of thirty (30) unused attendance credits at the employee's hourly rate in effect at the time of resignation.
- 2. This memorandum applies prospectively from the date of ratification of the collective agreement in effect from April 1, 1998 and shall remain in effect until the expiry of said agreement.
- 3. All rights under the collective agreement shall be forfeited when applying this agreement, with the exception of the right to grieve, provided the grievance is submitted prior to resignation.

FOR THE EMPLOYER
Wayne Zachar, Director
Employee Relations

FOR THE UNION
John Coones, President
OLBEU

This Memorandum dated June 30, 1998.

June 30, 1998

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

Dear Mr. Coones:

LETTER OF AGREEMENT
**Re: Enhanced Severance - Privatization -
Permanent Employees**

Where the privatization, in whole or in part, of the LCBO results in the closure of all or part of the Employer's establishments or where a department as a whole is privatized, the following shall apply to surplus permanent employees where no reassignment or displacement is possible as per Article 5 and 47 of the Collective Agreement:

- (1) He/she shall receive six months notice of layoff or termination or pay in lieu thereof.

- (2) Prior to the privatization of the establishment or department the Employer will make reasonable efforts to ensure that the new Employer(s) offer positions to employees on terms and conditions that are as close as possible to the then existing terms and conditions of employment of the employees in the bargaining unit, and where less than the full complement of employees is offered positions, to ensure that offers are made on the basis of seniority. Where an employee has been transferred to a new Employer he/she will cease to be an employee by reason of layoff for the purposes of Article

11 and 41 (Termination Pay). No other provisions of the Collective Agreement will apply. Further, the employee will not be entitled to term 3 of this letter.

(3) ENHANCED SEVERANCE

Where an employee has not been transferred or declined to be transferred to the new employer he/she will be entitled to:

- (a) Provided the employee has completed one (1) year of service and is not eligible for an unreduced pension or any other special pension option, he/she shall be entitled to severance pay in an amount computed by multiplying the total number of years of service of an employee by two (2) times the regular weekly salary to which he/she was entitled at the date he/she ceased to be an employee and shall not exceed annual salary.
- (b) On production of receipts from an authorized educational institute or employment counselling firm he/she shall be entitled to reimbursement of up to five thousand dollars (\$5,000) as an employment transition allowance. To be eligible for reimbursement, receipts must be received within twelve (12) months from the date the employee exited the Employer.
- (c) In addition the Employer shall buy-out unused attendance credits at the current hourly rate, to a maximum of thirty (30) days credits.

or

PENSION BRIDGING

Pension bridging provision as contained in Appendix 14 of the Letter of Agreement between

OPSEU and the Crown, dated March 29, 1996 (2 (a), (b) and 3) subject to the approval of OPSEU Pension Trust and Revenue Canada.

- (4) Where an employee affected by this letter is appointed to a position with their original Employer after the initially projected termination date, and prior to the expiration of twenty-four (24) months, the employee will pay to the Employer all monies, excluding the employment transition allowance. received under this letter.
- (5) All rights under the Collective Agreement shall be forfeited when applying this letter, except as specified under term 2.

This letter shall commence with the ratification of the collective agreement.

Yours truly,

W. Zachar
Director
Employee Relations

June 30, 1998

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

Dear Mr. Coones:

LETTER OF AGREEMENT

**Re: Enhanced Severance - Privatization -
Casual Employees**

Where the privatization, in whole or in part, of the LCBO results in the closure of all or part of the Employer's establishments, the following shall apply to terminated casual employees that have five (5) years or more of seniority:

- (1) The Employer will make reasonable efforts that the new Employer(s) offer positions to employees on terms and conditions that are as close as possible to the then existing terms and conditions of employment. Where an employee has been transferred to a new Employer he/she will be deemed to have resigned and no provisions of the collective agreement will apply. Further, the employee will not be entitled to term 2 of this letter.
- (2) Where an employee has not been transferred to the new Employer he/she will be entitled to:
 - (a) Severance pay in an amount determined as follows:

The average weekly earnings during the 12 month period proceeding the date of notice of termination multiplied by the employee's years of seniority.

(b) On production of receipts from an authorized educational institute or employment counselling firm he/she shall be entitled to reimbursement of up to one thousand dollars (\$1,000) as an employment transition allowance. To be eligible for reimbursement, receipts must be received within twelve (12) months from the date the employee exited the Employer.

(3) Where an employee affected by this letter is appointed to a position with their original Employer after the initially projected termination date, and prior to the expiration of a twenty-four (24) months, the employee will pay to the Employer all monies, excluding the employment transition allowance, received under this letter.

(4) All rights under the Collective Agreement shall be forfeited when applying this letter.

This letter shall commence with the ratification of the collective agreement.

Yours truly,

W. Zachar
Director
Employee Relations

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

Dear Mr. Coones:

LETTER OF AGREEMENT
 Schedule **Of Casual Hourly Wage Rates**

Effective the first of the month following ratification, it is agreed the following salary ranges will apply to any and all casual employees.

Retail - Stores (annual increases on anniversary date)

Effective April 1/98

\$9.18*	\$10.20	\$11.22	\$12.24	\$13.83
---------	---------	---------	---------	---------

Effective April 1/99

\$10.41	\$11.44	\$12.49	\$14.12
---------	---------	---------	---------

Distribution -Warehouses

(annual increases on anniversary date)

Effective April 1/98

\$9.18*	\$10.20	\$11.22	\$12.24	\$13.83
---------	---------	---------	---------	---------

Effective April 1/99

\$10.41	\$11.44	\$12.49	\$14.12
---------	---------	---------	---------

Head Office-Clerical (annual increases on anniversary date)

Effective April 1/98

\$9.18*	\$10.20	\$11.22	\$12.24	\$13.83
---------	---------	---------	---------	---------

Effective April 1/99

\$10.41	\$11.44	\$12.49	\$14.12
---------	---------	---------	---------

Employees may be allowed to progress through the salary range based upon satisfactory work performance and attendance.

Yours truly,

W. Zachar
Director
Employee Relations

* delete step the first of the month following ratification and it is understood that employees at \$9.18 shall automatically progress to \$10.20.

June 30, 1998

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

Dear Mr. Coones:

LETTER OF AGREEMENT

Fixed Term Help

It is agreed the following terms shall apply only to those employees hired for a fixed term.

RETAIL DIVISION

1. Hourly rate of \$8.50 per hour.
2. To provide Customer Service Representative services with no restriction on duties.
3. Periods of employment shall be the first Monday in November to December 31.

DISTRIBUTION DIVISION

1. Hourly rate of \$8.50 per hour.
2. To provide Warehouse Worker services with no restriction on duties.
3. Periods of employment shall be Labour Day to November 27.

Yours truly,

W. Zachar
Director
Employee Relations

June 30, 1998

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

Dear Mr. Coones:

LETTER OF AGREEMENT
Kilometre Rates

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

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

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

An employee authorized to use his car on approved Board business, including travelling to assigned duties away from his accustomed work location, shall be paid kilometre allowance in accordance with the following:

- (a) for the first four thousand (4,000) kilometres driven at 30.5 cents per kilometre for the part thereof in Northern Ontario and 30.0 cents per kilometre for the part thereof in Southern Ontario;
- (b) for over four thousand (4,000) kilometres and up to ten thousand seven hundred (10,700) kilometres driven at the

rate of 26.5 cents per kilometre for the part thereof in Northern Ontario and 26.0 cents per kilometre for the part thereof in Southern Ontario;

- (c) for over ten thousand seven hundred and one (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 22.0 cents per kilometre for the part thereof in Southern Ontario;
- (d) for over twenty four thousand (24,000+) kilometres driven at the rate of 19.0 cents per kilometre for the part thereof in Northern Ontario and at the rate of 18.0 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,

W. Zachar
Director
Employee Relations

June 30, 1998

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

Dear Mr. Coones:

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

This will confirm the Employer's 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 Employer for the employee's salary, the Employer's share of Superannuation, fringe benefits, including medical, surgical and life insurance and the cost equivalent of attendance credits. A statement will be issued, each month end, by the Union to the Employer confirming the employee's use of attendance and vacation credits.

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

It is understood that the employee will retain the job classification held at the time of commencement of the leave, as modified from

time to time. Upon return to regular duty the employee will be reappointed to such classification in the system.

Yours truly,

W. Zachar
Director
Employee Relations

June 30, 1998

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

Dear Mr. Coones:

LETTER OF AGREEMENT
Employee Assistance Program

It is recognized that the success of the Employee Assistance Program is enhanced by the co-operation and support of both the Employer and the Union. It is further agreed that substantial changes to the scope or framework of the Program shall only take place upon consultation between the parties.

Additionally, under the Employee Assistance Program, a Trauma Response Service will be made available to all LCBO employees who, in the course of their duties, are subject to acts of violence by members of the public.

Yours truly,

W. Zachar
Director
Employee Relations

June 30, 1998

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

Dear Mr. Coones:

LETTER OF AGREEMENT
French Language Services

In expanding its French Language Services the Employer agrees 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 Employer's 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 Employer's expense and without loss of pay or credits.
4. To provide the Union with a list of all worksites at which the Employer is required to provide service in French in accordance with government or Employer policies. 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,

W. Zachar
Director
Employee Relations

June 30, 1998

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

Dear Mr. Coones:

LETTER OF AGREEMENT
Rest Period - Head Office and Warehouse Offices

This will confirm the Employer's 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,

W. Zachar
Director
Employee Relations

June 30, 1998

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

Dear Mr. Coones:

LETTER OF AGREEMENT
Permanent Vacancy Review

Retail - Permanent Part-Time

All currently employed Permanent Part-Time employees who worked sixteen hundred (1600) hours or more in the previous calendar year, shall be offered Permanent Full-Time employment, by the end of February of the review year*, within the geographic posting area in which they are currently employed, provided his/her most recent performance appraisal was rated at a level 3 or better and has a satisfactory attendance and discipline record.

Should a Permanent Part-Time employee not qualify to be offered Permanent Full-Time employment, he/she shall be considered as per these terms at subsequent annual reviews, via the Local Labour Management Committee.

Once a Permanent Part-Time employee has been offered Permanent Full-Time employment as per these terms, he/she shall have one (1) week to accept such offer and shall be appointed to Full-Time status within thirty (30) days of acceptance of the Employer's offer. Failure to respond will be deemed as having not accepting the offer of full-time employment.

2. Notwithstanding the above, Permanent Part-Time employees who choose not to accept the offer of Permanent Full-Time employment shall have the right to continue as Permanent Part-Time employees and all rights currently applicable to these employees shall continue to apply.
3. It is understood that those positions vacated by Permanent Part-time employees accepting Permanent Full-Time employment shall not be posted. Further, the terms and conditions pertaining to Permanent Part-Time employees will cease to exist when the remaining Permanent Part-Time employees exit the organization.

Permanent Full-Time Vacancies

Following the determination of the number of PPT employees to be offered Permanent Full-Time employment, casual hours of work shall be reviewed during the annual review by the Local Labour Management Committee. The purpose of this review shall be to determine if Permanent Full-Time vacancies exist. Specifically, a casual employee's work shall be reviewed where he/she works in excess of:

- (a) 1,600 hours or more in Warehousing
- (b) 1,700 hours or more in Retail Stores
- (c) 1,550 hours or more in Head Office **

in the previous calendar year.

It is agreed that work resulting from the following shall be excluded from the review:

- sickness and/or accident
- vacation and leaves of absence including jury duty, bereavement, Union business, etc.

- temporary transfers/assignments
- modified work programs
- accommodation as required by legislation
- overtime

Should a casual employee work in the same position and Department/Store as per the hours listed above for reasons other than those listed above, a vacancy shall be declared and posted in accordance with the provisions of the Collective Agreement provided it is not already posted and/or there are no displaced permanent employees in his/her work area.

It is agreed by the parties that said positions shall be filled no later than June 30th of the review year.*

The Employer shall provide the Union with all information pertaining to the review.

Yours truly,

W. Zachar
Director
Employee Relations

* For the purposes of this article, "review year" shall mean the year following the year in which the hours were worked.

** For the purposes of the Head Office vacancy review, the Parties agree that vacancies resulting from the 1997 review of casual hours of work shall be filled not later than within four (4) months from the date of ratification of the collective agreement commencing April 1, 1998.

June 30, 1998

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

Dear Mr. Coones:

LETTER OF AGREEMENT
I.T. On-Call Policy

It is agreed that the following terms shall apply to the employees of Information Technology who are required to be on-call:

1. Requirements for I.T. employees to perform on-call support shall be assigned on a rotational basis to qualified employees.
2. Compensation to employees providing on-call support will be one (1) hour of overtime at time and one-half (1 1/2) for each twenty-four (24) hour period during which this support is provided.
3. When it is determined that the employee should go to the location of the problem to assist in its determination or correction, compensation shall be provided as follows:
 - (i) a minimum of four (4) hours at time and one-half (1 1/2) when called in and,
 - (ii) time and one-half (1 1/2) for all hours worked where more than four (4) hours is required.

Yours truly,

W. Zachar
Director
Employee Relations

June 30, 1998

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

Dear Mr. Coones:

LETTER OF AGREEMENT
Employment Equity

This letter will confirm the Employer's understanding of a joint Union/Management Committee on Employment Equity.

Mandate: To advise both Union and Management at the LCBO on Employment Equity issues and promote an atmosphere and policy framework that will facilitate program development. The committee will review employment policies and procedures, and recommend measures to promote fairness; to eliminate barriers impacting women, the disabled, francophones, natives and visible minorities.

This committee shall be a sub-committee of the Provincial Labour/Management Committee and shall be composed of no more than three members from each party.

Time off will be provided for members to perform committee related tasks, as deemed necessary, by the Employer, provided the Employer's operations are not disrupted.

Yours truly,

W. Zachar
Director
Employee Relations

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)

May 3, 1996

Mr. J. Coones
President
OLBEU
5757 Coopers Avenue
Mississauga, Ontario
L4Z 1R9

Dear Mr. Coones:

LETTER OF AGREEMENT
Seasonal Employees

As a result of the recent negotiations, the parties have agreed to meet, within ninety (90) days from the date of ratification, for the purpose of discussing the introduction of seasonal employees within the Distribution Division of the LCBO.

It is understood that any discussion would be limited to specific terms and conditions of employment for seasonal employees and that these would be incorporated as an addendum to the Collective Agreement.

For purposes of these discussions, there will be a sub committee of no more than three (3) management and three (3) union representatives.

If the parties are unable to reach a mutually satisfactory resolution before March 31, 1997, it is agreed that this matter will be allowed to proceed to arbitration.

Yours truly,

W. Zachar
Director
Employee Relations

LETTER OF AGREEMENT
Sunday Openings

The LCBO and the Union agree that work resulting from the opening of LCBO's stores on Sunday shall be voluntary for Permanent Full-Time (PFT) and Permanent Part-Time (PPT) employees.

Sunday Work shall also be voluntary for Casual employees for whom such Sunday work would result in overtime.

Sunday work shall be offered in the following manner and sequence:

- (a) First, to PFT employees on a voluntary basis in order of seniority.
- (b) Should fewer than the required number of PFT employees volunteer, such Sunday work shall then be offered to PPT employees, in order of seniority.
- (c) Should fewer than the required number of PPT employees volunteer, such Sunday work shall then be offered to Casual employees in order of seniority.
- (d) Should fewer than the required number of casual employees volunteer, such Sunday work may be assigned to casual employees who have worked less than forty (40) hours during that week.

Unless otherwise agreed between the casual employee and the Employer, the maximum number of hours that may be assigned shall not exceed the difference between the number of hours worked by the casual during the regular work week and forty (40) hours with such hours not to exceed eight (8) hours on the Sunday. Should such work, as the result of mutual agreement,

exceed eight (8) hours on the Sunday or forty (40) hours that week, the casual employee shall be paid at the rate of one and one half (1 1/2) times his/her hourly rate for all hours worked in excess of eight (8) hours on Sunday or forty (40) hours that week.

FOR THE EMPLOYER

M. Kane, Vice President
Human Resources Division

FOR THE UNION

J. Coones, President
Ontario Liquor Boards
Employees' Union

Dated this 18th day of April, 1997.

This Agreement executed in the City of Toronto, on the 30th day of July, 1998.

For the Employer

W. Zachar

P. Buck

J. Harris

W. Liddle

J. Pennock

Y. Simone

C. Smith

J. Turner

For the Union

J. Coones

M. Briffa

J. Chaykowsky

P. Dunford

G. Gerrard

J. Moffat

H. Nielsen

C. Richards

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34	Other App. Articles - PPT Employees		X	
35	Definitions - PPT Positions		X	
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38	Paid Holidays		X	
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41	Termination Payments		X	
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Article	Subject	PFT	<u>PPT</u>	CASUAL
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47	Job Security		X	X *
48	Employees' Group Insurance and Medical Benefits Plans		X	
49	Technological Change	X	X	X
50	Video Display Terminals	X		X
51	Unforeseen Work at Stores		X	X
52	Call In of PPT and/or Casual Emp. From Other Stores		X	X
53	Term of Agreement	X	X	X

(* limited application only)