

Collective Agreement

between

The Liquor Control Board
Of Ontario

And

The Ontario Liquor Boards Employees' Union

Begins:
04/01/2002

Terminates:
03/31/2005

04498 (09)

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* *These references to applicability are presented as a general guide and are not to be relied on to set a precedent or bind the parties.*

COLLECTIVE AGREEMENT

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

– and –

**THE ONTARIO LIQUOR BOARDS
EMPLOYEES' UNION**
(herein after 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 the classifications shown in the Salary and Classification Schedule appended hereto save and except those classifications set out in Appendix 1. The Employer agrees to review with the Union, any new excluded classifications before

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commencing recruiting/posting procedures. Should the parties disagree as to whether such new classifications are to be excluded, the matter shall be referred to the Ontario Labour Relations Board and the criteria for exclusions as per the Ontario Labour Relations Act shall determine the status of such classifications.

- (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. The parties also agree that this provision continues to apply to casual employees, during any period of time they retain seasonal status in accordance with the terms set out in the appendix applicable to seasonal employees.
- (c) The Union acknowledges that it is the exclusive function of management to:
- maintain order, discipline and efficiency;
 - hire, dismiss, transfer, classify, assign, appoint, promote, demote, layoff, recall, suspend or otherwise discipline employees subject to the right to grieve as provided for in this Agreement;
 - manage the operation and without restricting the generality of the foregoing, the right to plan, direct and control operations, direct its employees, determine complement, methods and the number, location and class of employees as required from time to time, the scheduling and assignment of work, cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this agreement.

The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

- 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 (6) members for the Union and six (6) 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 1.5(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. Casual employees who have attained seasonal status shall maintain their casual seniority for the purposes of this Article.

- (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, seasonal or casual employee the seniority of the surplus permanent full-time employee shall supersede the seniority of other permanent part-time, seasonal and casual employees during the period of his/her employment in a permanent-part time, seasonal 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 practiced 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** (a) 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, seniority and home address, not more than twice a year.

(b) The Employer shall provide the Union, each February, with the names, rates of pay and work location for any seasonal employees employed on December 31 of the previous 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.
- 4.4** Where two (2) or more employees have the same permanent full-time seniority date, the following shall be used as a tie-breaking method:
- (a) For those employees appointed to permanent staff prior to July 1, 1996, the alphabetical listing by employee surname shall be used as a tie-breaker.
 - (b) For those permanent full-time employees appointed to permanent staff on or after July 1, 1996, the employee's casual seniority date shall be the first tie breaking method. In the event of an ongoing tie, the

final tie breaking method shall be the assigned employee number, with the lowest number being the most senior.

ARTICLE 5
Job Security

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

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) In logistics facilities where seasonal employees exist, and failing the opportunity for displacement under (c) above, the Employer will identify any seasonal employees within the surplus employee's work area. The surplus employee will displace the seasonal employee with the least seniority provided that the surplus employee is qualified to perform the work of such employee. Article 5.16 will apply in the event a

permanent full-time employee is assigned to seasonal employment under this provision.

- (f) (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 work site 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 seasonal or casual employee shall retain his/her permanent full-time seniority during his/her status as a seasonal or casual employee.
- (g) 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 5.7(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 seasonal or 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 (a) 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.

(c) For payroll purposes, the start of the work week shall be Sunday at 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) **Retail — Stores and Depot**

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

Day (1 hr. unpaid lunch)
Shifts 8:00 a.m. to 5:00 p.m.
 8:30 a.m. to 5:30 p.m.
 9:00 a.m. to 6:00 p.m.

Afternoon (1/2 hr. unpaid lunch)
Shifts 12:00 noon to 8:30 p.m.
 1:00 p.m. to 9:30 p.m.
 2:00 p.m. to 10:30 p.m.
 3:00 p.m. to 11:30 p.m.

Afternoon (1/2 hr. unpaid lunch)
Shifts 12:00 noon to 8:30 p.m.
 (Depots 1:00 p.m. to 9:30 p.m.
 Only) 2:00 p.m. to 10:30 p.m.
 3:00 p.m. to 11:30 p.m.
 4:00 p.m. to 12:30 a.m.
 5:00 p.m. to 1:30 a.m.

Night Shift 11:00 p.m. to 7:30 a.m.
(1/2 hr unpaid lunch)

Employees in retail stores who work on the night shift shall be scheduled for a minimum of one (1) full week, Monday through Friday inclusive, in accordance with 6.16 below.

Night shifts implemented under this arrangement shall not be subject to the rotational requirements of Article 6.14.

(ii) **Logistics — Facilities and Private Stock**

The work week for Facilities and Private Stock shall be from 12:01 a.m. Monday to 12:00 midnight Friday.

<u>Day</u>	(1/2 hr. unpaid lunch)
<u>Shift</u>	4:20 a.m. to 12:20 p.m.
	8:00 a.m. to 4:00 p.m. (VAX System Operators)
	7:00 a.m. to 3:00 p.m. (Security)
	7:45 a.m. to 3:45 p.m. (Tiers and Tunnels — Durham and a single maintenance employee also works this shift)
	8:00 a.m. to 4:00 p.m. (other employees)

No fifteen (15) minute rest period during the afternoon.

Afternoon (1/2 hr. unpaid lunch)
Shift 12:20 p.m. to 8:20 p.m.
 (VAX System Operators)
 3:00 p.m. to 11:00 p.m.
 (Security)
 3:45 p.m. to 11:45 p.m.
 (Durham Facility — Tiers and
 Tunnels only)
 4:00 p.m. to 12:00 midnight
 (other employees)

No fifteen (15) minute rest period
 during the last half shift.

Night (1/2 hr. unpaid lunch)
Shift 8:20 p.m. to 4:20 a.m.
 (VAX System Operators)
 11:00 p.m. to 7:00 a.m.
 (Security)
 11:45 p.m. to 7:45 a.m.
 (Durham Facility — Tiers and
 Tunnels only)
 12:00 midnight to 8:00 a.m.
 (other employees)

Fifteen (15) minute rest period
 during each half shift.

Night shifts implemented under this
 arrangement shall not be subject to the
 rotational requirements of Article 6.14. This is
 not applicable to those employees currently
 working in classifications operating on a three
 (3) shift rotation. (e.g. VAX System Operators,
 Security Officers, Maintenance employees and
 Console Operators)

- (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

4:00 p.m. to 12:00 midnight

Security Staff at the Head Office Desk

Security staff at the Head Office desk shall be
scheduled as follows on a seven (7) day
schedule:

Day Shift

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

Afternoon Shift

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

Night Shift

10:30 p.m. to 6:30 a.m.

The shifts worked by these employees are
subject to the rotational requirements set out
in Article 6.14. These employees shall also
receive, on the night shift a fifteen (15) minute
rest break during each half shift.

(iv) Toronto Airport Stores

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

Day Shifts

6:30 a.m. to 3:30 p.m.

Afternoon Shifts

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

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

(v) Retail POS/Help Desk

The work week for the POS Help Desk shall be Monday to Saturday, inclusive. POS Help Desk hours of work shall not be changed further without negotiation with the Union.

Day Shifts

7:30 a.m. to 4:30 p.m. (1 hr. unpaid lunch)

8:30 a.m. to 5:30 p.m. (1 hr. unpaid lunch)

11:15 a.m. to 7:45 p.m. (1/2 hr. unpaid supper)

Afternoon Shift

3:00 p.m. to 11:30 p.m. (1/2 hr. unpaid supper)

(Saturday)

Day Shifts

7:30 a.m. to 4:00 p.m. (1/2 hr. unpaid lunch)

8:30 a.m. to 5:00 p.m. (1/2 hr. unpaid lunch)

11:15 a.m. to 7:45 p.m. (1/2 hr. unpaid lunch)

Afternoon Shift

3:00 p.m. to 11:30 p.m. (1/2 hr. unpaid supper)

(Sunday)

Day Shift

The POS Help Desk will be open from 8:30 a.m. to 6:30 p.m. Scheduling of hours shall be in accordance with the operational requirements of the Desk. The scheduling of Sunday hours shall be in accordance with the Letter of Agreement— Sunday Openings. If an employee is scheduled to work a shift greater than five (5) hours, he/she shall take a fifteen (15) minute paid break in the first half of the schedule, a half-hour unpaid lunch/supper break during the shift, and the second rest period will be scheduled at the end of the scheduled shift.

Night Shift (As Required for POS Installations)

11:00 p.m. to 7:30 a.m. (1/2 hr. unpaid lunch)

- (vi) **Head Office Computer Operators**
(Monday through Friday, inclusive)

Day Shift

7:00 a.m. to 3:15 p.m. (1 hr. unpaid lunch)

Afternoon Shift

3:00 p.m. to 11:15 p.m. (1 hr. unpaid lunch)

Night Shift

11:00 p.m. to 7:15 a.m. (1 hr. unpaid lunch)

The shifts worked by these employees are subject to the rotational requirements set out in Article 6.14.

- (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, or in logistics facilities to seasonal employees, and 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.

6.8 Authorized work performed in excess of five (5) regular days during any week, or five (5) days less one (1) day for each paid holiday (as defined in Article 7) during that week, shall be paid at the overtime rates, subject to the other provisions of this Agreement.

6.9 Scheduled overtime worked shall be paid 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 regular hours worked between 6:00 p.m. and 7:00 a.m. Where more than fifty percent (50%) of the hours, inclusive of lunch and rest periods, fall within this period the premium shall be paid for all hours worked.

(b) An employee working on the night shift as defined in 6.2 (a) above, shall be paid a premium of two dollars (\$2.00) per hour for each hour worked.

(c) An employee who works the night shift and receives the premium set out in (b) above shall not also be eligible for the premium set out in Article 6.15(a).

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

- 6.16** Except for employees which are currently working on a three (3) shift basis (VAX Operators, Security Guards, Maintenance and Console Operators) such work shall be offered in the following manner and sequence:
- (a) Night shift requirements shall be posted within the applicable work-site. The posting shall specify that successful applicants shall not be required to remain on the night shift in excess of six (6) months. In the event that the requirement exceeds six (6) months, there shall be a subsequent posting and the incumbent employees will be entitled to re-apply should they be interested.
 - (b) Employees interested in the night shift shall apply to the posting and the night shift requirements shall be filled in order of seniority from qualified applicants.
- 6.17** 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 Sunday that is not a regular working day for that employee's classification, employees shall be granted a day in lieu of such paid holiday as allocated by the Employer.
- 7.4** In addition to the entitlement to holiday pay, where an employee is required to perform work on a paid holiday (refer to Article 7.1), he/she shall also be entitled to receive payment in the amount of two (2) times their regular straight time hourly rate for all hours worked on the 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** In addition to the entitlement to holiday pay, where an employee is required to report for any period of work on a paid holiday (refer to Article 7.1), he/she shall be paid a minimum of four (4) hours at two (2) times their normal hourly rate of pay. Where an employee performs work in excess of four (4) hours, he/she shall be entitled to a minimum of the normal daily hours of work at two (2) times their regular hourly rate of pay as set out in the Salary and Classification Schedule.
- 7.7** Employees in receipt of premium payments contained in this article are not entitled to any other premiums contained in the collective agreement, with the exception of the premiums set out in Article 6.12 (a).

ARTICLE 8**Vacation and Vacation Credits**

- 8.1** 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.
- 8.2** 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.
- 8.3** 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.
- 8.4** (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.
- 8.5** An employee will be credited with his/her vacation for a calendar year at the beginning of each calendar year.
- 8.6** (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 ($\frac{3}{4}$) 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.

- 8.9** 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.
- 8.10** 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.
- 8.11** 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 ($1 \frac{1}{4}$) 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 ($\frac{3}{4}$) 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 260.8928.
 - (ii) "Severance Pay" is an amount computed by multiplying the total number of years of service

of an employee by the weekly salary to which he/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

- 2.1** Except as herein provided no employee shall receive pay for absence caused by sickness or injury in excess of his/her accumulated credits.
- 2.2** 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.
- 12.8** 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.

12.11 The Employer shall not require an employee, after his/her Workplace Safety and Insurance Board (WSIB) claim has been denied, to repay monies received from the Employer under Article 12, until such employees' WSIB appeals have been exhausted or when such appeals have been determined by a WSIB Tribunal.

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 be limited to 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, great grandparents, spouse's great grandparents, grandchild, ward or guardian.

ARTICLE 18

War Disability Pension

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

ARTICLE 19

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 whose due date is at least thirteen (13) weeks after she commenced employment. 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 Article 19.1, who provides the Employer with proof

that she has applied for and is eligible to receive employment insurance benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid an allowance in accordance with the Supplemental Unemployment Benefit Plan.

- (b) In respect of the period of pregnancy leave, payments made according to the Supplemental 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 gross 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 gross 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 under 19.1 shall also be entitled to an additional parental leave of absence without pay of up to thirty-five (35) weeks in accordance with the

Employment Standards Act. The request for this additional 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. 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 thirty-five (35) weeks. Credits will continue to accumulate for this thirty-five (35) week period.

- 19.4** An employee returning from a leave of absence under Article 19.1, 19.3 or 19.5 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, or would have attained had she worked through the leave.
- 19.5** (a) The Employer agrees to provide parental leave without pay of up to thirty-seven (37) weeks to an employee, who has not received pregnancy leave under 19.1, and who has been employed for at least thirteen (13) weeks, 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 period of up to thirty-seven (37) weeks. Credits will continue to accumulate for this thirty-seven (37) week period.
- (b) To receive the leave set out in 19.5 (a) above, an employee must supply the Employer with proof of the child's birth or an adoption certificate when applying for parental leave.

- 19.6** (a) An employee entitled to parental leave under Article 19.3 or 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 23 of the Employment Insurance Act, shall be paid an allowance in accordance with the Supplemental Unemployment Benefit Plan.
- (b) In respect of the period of parental leave, payments made according to the Supplemental 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 gross weekly pay for his/her classification which he/she was receiving on the last day worked prior to the commencement of the parental 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 gross weekly pay for his/her classification which he/she was receiving on the last day worked prior to the commencement of the parental 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 for such coverage through the applicable payroll tax.

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** one hundred and forty dollars (\$140.00) per day, effective July 1, 2002 (for expenses incurred after that date): one hundred and fifty dollars (\$150.00) per day, effective April 1, 2003; and one hundred and sixty dollars (\$160.00) per day, effective April 1, 2004.
- (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, chiropodist, naturopath, podiatrist, physio-therapist, speech therapist and masseur *to a maximum of*

thirty-five dollars (\$35.00) per visit for each visit not subsidized by O.H.I.P.

- (j) Charges for the services of a psychologist up to forty-five dollars (\$45.00) per half (1/2) hour for individual psychotherapy and/or testing and thirty-five dollars (\$35.00) 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 two hundred dollars (\$200.00) 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 (\$5,000.00);
 - (ii) on October 1, coinciding with or next following date of retirement to four thousand five hundred dollars (\$4,500.00). This amount will continue for the remainder of life.
- (c) If any employee becomes totally disabled before his/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 Optional Life Insurance For Employees and Dependents

- (a) An employee may purchase life insurance additional to the Basic Life Insurance in units of ten thousand dollars (\$10,000) up to a maximum of three hundred and fifty thousand dollars (\$350,000), or as may be amended from time to time. This option shall be available without evidence of insurability for coverage amounts of up to forty thousand dollars (\$40,000) when the employee first becomes eligible. If any application for Optional Life Insurance is made for more than forty thousand dollars (\$40,000), or it is made more than thirty-one (31) days after first becoming eligible, evidence of insurability satisfactory to the insurer must be supplied. An application from an employee to increase the amount of insurance currently held will also require evidence of health satisfactory to the Insurer.
- (b) The premium will be determined by the amount of insurance and will be adjusted with changes in the insurance amount and in the age of the employee as per the established five (5) year age bands in the

premium schedule. In the event of death from any cause (excluding suicide within the first two (2) years of coverage), the amount of Optional 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) At their option, employees may purchase life insurance for dependents in the following amounts:

For Spouse:

In units of ten thousand dollars (\$10,000) to a maximum of two hundred thousand dollars (\$200,000).

For Dependent Children:

In units of one thousand dollars (\$1,000) to a maximum of five thousand dollars (\$5,000).

Option is also available to have only one dependent covered (ie. spouse only or one dependent child only), or more than one dependent (i.e.. 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-five dollars (\$85.00) per month;
- (b) from and including January 1, 1983, to and including December 31, 1984, by sixty-five dollars (\$65.00) per month;
- (c) from and including January 1, 1985, to and including December 31, 1986, by fifty dollars (\$50.00) per month;
- (d) from and including January 1, 1987, to and including December 31, 1988, by forty-five dollars (\$45.00) per month;
- (e) from and including January 1, 1989, to and including December 31, 1990, by twenty-five dollars (\$25.00) per month;
- (f) from and including January 1, 1991, to and including December 31, 1992, by fifteen dollars (\$15.00) per month;
- (g) from and including January 1, 1993, to and including December 31, 1994, by five dollars (\$5.00) 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, Optional 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, 2002 (for expenses incurred after that date), the schedule of fees shall be based on the 2002 Ontario Dental Association Fee Schedule; effective April 1, 2003, the

schedule of fees shall be based on the 2003 Ontario Dental Association Fee Schedule; and effective April 1, 2004, the schedule of fees shall be based on the 2004 Ontario Dental Association Fee Schedule.

- (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.

20.8 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 there from, 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.
 - (v) in Logistics, the assignment of a seasonal employee to an entry level permanent full-time position.
- (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 (1) day in the case of stores, the Employer shall appoint the most senior employee in the next lowest classification in the same class series 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 appointment to the position. 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 inviting applications from employees, for positions in "Metropolitan" area stores, 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 from the date of appointment to the position.

(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.

- 21.8** (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 (a) Maintenance employees, in 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.

- (b) All other employees, in LCBO Warehouses, assigned to a classification which was previously eligible for uniforms, shall be issued a lump sum payment of four hundred dollars (\$400.00) payable on September 1, 2000 and no later than the first pay in the month of September annually thereafter.

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** 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 25
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) All employees shall be required to receive his/her salary in the form of a direct deposit. Such deposits shall be made to an account designated by the employee.
- (b) 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.

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.
- 26.4** The Employer shall not discipline or dismiss an employee without just cause.

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) (i) If requested, the Employer shall provide the Union with particulars relating to a grievance filed by the Union on behalf of a member or the Union itself during the grievance procedure.
- (ii) If requested, the Union shall provide the Employer with particulars relating to a grievance filed by the Union on behalf of a member or the Union itself 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 Mediation/**Arbitration**. This alternative shall be implemented within the provisions of Appendix 2 of this Agreement and agreed as being in conformity with the provisions of Article 27.10 of this Agreement.

27.12 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 28

Stock and Cash Shortages

28.1 The Employer agrees not to require reimbursement for stock shortages by the group of employees in the store involved where the shortages are deemed by the Employer to be reasonable except where the employee or employees involved are identified or such shortage occurs as a result of group action or a criminal act.

28.2 All daily cash shortages of five dollars (\$5.00) or less shall be absorbed by the Employer. All daily cash shortages in excess of five dollars (\$5.00) shall be the responsibility of the cashier and he/she shall reimburse the Employer fifty percent (50%) of such cash shortages in excess of five dollars (\$5.00) but not including the five dollars (\$5.00). All overages shall be retained by the Employer.

ARTICLE 29**Utilization of Permanent Part-Time, Seasonal,
and Casual Employees**

- 29.1** Permanent full-time employees will not be adversely affected by job training opportunities provided to permanent part-time, seasonal or casual employees.
- 29.2** Permanent full-time employees will not be adversely affected by the utilization of seasonal employees. The parties agree that the creation of the Seasonal Employee category will not affect the current practices with regard to job postings.

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 two (2) full weeks in advance for each establishment. For scheduling purposes, the work week for casual employees shall commence at 12:01 a.m. Monday and there shall be no split shifts. For payroll purposes, the start of the work week shall be Sunday at 12:01 a.m.

- (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) (i) There shall be one (1) fifteen (15) minute rest period for each four (4) consecutive hours of work.
- (ii) In addition a casual employee who is scheduled for a period in excess of five (5) hours shall receive one-half (1/2) hour off without pay for a

meal period. Such meal period shall be scheduled in such a way that no employee works longer than five (5) hours without a meal period.

- (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 (\$8.00) provided the employee works two (2) hours or more overtime.
 - (i) Casual employees in retail stores, other than Duty Free Stores, shall be scheduled to work Sundays in accordance with the Letter of Agreement — Sunday Openings.
 - (j) Where an employee performs work on a Sunday, he/she shall be entitled to receive payment at time and one half (1-1/2) their regular hourly rate for all hours worked on that Sunday.
 - (k) Casual employees shall receive pregnancy and parental leave in accordance with the Employment Standards Act.
- 31.2**
- (a) (i) Eight percent (8%) of gross pay, not including vacation pay, shall be added to the regular pay of a casual hired on or before August 31, 2002, to compensate for the paid holidays in Article 7 and in lieu of benefits under Article 20.
 - (ii) Effective September 1, 2002, six percent (6%) of gross pay, not including vacation pay, shall be added to the regular pay of a casual employee hired after August 31, 2002, to compensate for the paid holidays in Article 7 (at 3% of gross pay) and in lieu of benefits under Article 20 (at 3% of gross pay).

Authorized work performed on any holiday listed in Article 7.1 shall be paid at the rate of two (2) times the employee's regular rate of pay.

- (b) (i) A casual employee hired on or before August 31, 2002, 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.
- (ii) Effective September 1, 2002, a casual employee hired after August 31, 2002, shall receive vacation pay at the rate of four percent (4%) of gross pay 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, 19, 20, 22, 24, 29, 30, 33 to 46 inclusive and 48. The application of Article 5 shall be limited to 5.7(f)(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. A casual employee in logistics who attains seasonal status shall retain his/her casual seniority in accordance with the provision, for the period of his/her seasonal status.
- (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.

31.8 (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 three (3) consecutive days leave of absence with pay, for those hours scheduled, inclusive of 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 Article 17 of the Collective Agreement.

- 31.10** Where a casual employee is entitled to severance pay under the Employment Standards Act, the Employer agrees to determine the payment based on the average weekly hours of the employee over the past twelve (12) calendar months, multiplied by the employee's years of service.
- 31.11** Casual employees shall only be scheduled on night shift (as defined in Article 6) on a voluntary basis however, if insufficient numbers of permanent full-time, permanent part-time, seasonal or casual employees volunteer for such shifts, casual employees may be assigned by reverse order of seniority commencing with the most junior qualified casual employee.
- 31.12** A casual employee working on the night shift as defined in 6.2 (a), shall be paid a premium of two dollars (\$2.00) per hour for each hour worked.
- 31.13** Appendix 4 (Seasonal Employees Logistics) of this Collective Agreement shall apply to those casual employees assigned to any logistics facility who achieved seasonal status in accordance with such Article.

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.
- 35.6** Except by mutual agreement between the parties permanent part-time weekly hours of work of a position shall be limited to a maximum of five (5) days per calendar week.

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:

$$\frac{\text{Total Hours of Work}}{\text{Full Time Hours of Work for the Class (Weekly)}} \text{ divided by } 52.17857 = \text{number of years of Full Seniority}$$

- (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.
- (c) For payroll purposes, the start of the work week shall be Sunday at 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** (a) There shall be one (1) fifteen (15) minute paid rest period during each four (4) consecutive hours of work.
- (b) In addition an employee who is scheduled for a period in excess of five (5) hours shall receive one-half (1/2) hour off without pay for a meal period. Such meal period shall be scheduled in such a way that no employee works longer than five (5) hours without a meal period.

- 37.8** (a) An employee shall receive a shift premium of one dollar (\$1.00) per hour for all regular hours worked between 6:00 p.m. and 7:00 a.m. 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) An employee working on the night shift as defined in 6.2 (a), shall be paid a premium of two dollars (\$2.00) per hour for each hour worked.
- (c) An employee who works the night shift and receives the premium set out in (b) above shall not also be eligible for the premium set out in Article 37.8(a).
- (d) Shift premium shall not be considered as part of an employee's basic hourly rate.
- (e) Employees shall apply for night shifts in accordance with Article 6.16.
- (f) Where an employee performs work on a Sunday, he/she shall be entitled to receive payment at time and one half (1-1/2) their regular hours for all hours worked on the Sunday.
- 37.9** It is understood and agreed that other arrangements regarding hours of work and overtime may be entered into between the parties with respect of variable work days or variable work weeks which includes compressed work week arrangements.

ARTICLE 38
Paid Holidays

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

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.

38.4 Employees in receipt of premium payments contained in this article are not entitled to any other premiums contained in the collective agreement, with the exception of the premiums set out in article 37.6 (a).

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.

39.6 (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 ($2 \frac{1}{2}$) 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, 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.
- 42.8** 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.
- 42.10** The Employer shall not require an employee, after his/her Workplace Safety and Insurance Board (WSIB) claim *has* been denied, to repay monies received from the Employer under Article 42, until such employees' WSIB appeals have been exhausted or when such appeals have been determined by a WSIB Tribunal.

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 be limited to 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, great grandparents, spouse's great 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 whose due date is at least thirteen (13) weeks after she commenced employment. During such leave, the Employer shall continue the Dental, Basic Life Insurance, L.T.I.P., 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 Article 45.1, who provides the Employer with proof

that she has applied for and is eligible to receive employment insurance benefits pursuant to Section 22 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 gross 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 actual gross 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 under 45.1 shall also be entitled to an additional parental leave of absence without pay of up to thirty-five (35) weeks in accordance with the Employment Standards Act. The request for this

additional 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. During such leave, the Employer shall continue the Dental, Basic Life Insurance, L.T.I.P., and Supplementary Health and Hospitalization Insurance, including Vision/Hearing Care, coverage provided under Article 48 of this agreement for a maximum of thirty-five (35) 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 thirty-five (35) week period.

- 45.4** An employee returning from a leave of absence under 45.1, 45.3 or 45.5 shall be assigned to his/her former classification and be paid at the step in the salary range that he/she had attained when the leave of absence was granted, or would have attained had he/she worked through the leave.
- 45.5** (a) The Employer agrees to provide parental leave without pay of up to thirty-seven (37) weeks to an employee, who has not received pregnancy leave under 45.1, and who has been employed for at least thirteen (13) weeks, 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 period of up to thirty-seven (37) 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 thirty-seven (37) week period.
- (b) To receive the leave set out in 45.5(a) above, an employee must supply the Employer with proof of the child's birth or an adoption certificate when applying for parental leave.

- 45.6** (a) An employee entitled to parental leave under Article 45.3 or 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 23 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 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 gross weekly salary for his/her classification which he/she was receiving on the last day worked prior to the commencement of the parental 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 actual gross weekly salary for his/her classification which he/she was receiving on the last day worked prior to the commencement of the parental 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** (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.
- 46.3** 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.
- 46.4** 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.

- 46.5** 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.)

- (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 for such coverage through the applicable payroll tax.

48.2 Supplementary Health and Hospitalization

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

- (b) Plan Details:

- (i) this plan shall cover the employee, the employee’s spouse and all other dependents under twenty-one (21) years of age, or a dependent who is between the ages of twenty-one (21) and twenty-five (25) and is a full-time student attending an educational institution or a mentally retarded or physically handicapped child of an employee, provided such child is unmarried, twenty-one (21) years or over, dependent upon such employee for support and was mentally retarded or physically handicapped and insured as a dependent immediately prior to age twenty-one (21);
- (ii) expenses incurred for prescribed drugs and medicines dispensed by a physician or by a licensed pharmacist on the written prescription of a physician or dental surgeon shall be reimbursed to the employee at ninety percent (90%) of the cost;

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

Eligible expenses include:

- (a) Charges by a licensed hospital for room and board and for hospital services and supplies furnished for care and treatment, up to one hundred and forty dollars (\$140.00) per day, effective July 1, 2002 (for expenses incurred after that date); one hundred and fifty dollars (\$150.00) per day, effective April 1, 2003; and one hundred and sixty dollars (\$160.00) per day, effective April 1, 2004.
- (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, chiropodist, naturopath, podiatrist, physiotherapist, speech therapist and masseur to a maximum of thirty-five dollars (\$35.00) per visit for each visit not subsidized by O.H.I.P.
- (j) Charges for the services of a psychologist up to forty-five dollars (\$45.00) per half (1/2) hour for individual psychotherapy and/or testing and thirty-five dollars (\$35.00) 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 two hundred dollars (\$200.00) 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 Optional Life Insurance For Employees and Dependents

- (a) An employee may purchase life insurance additional to the Basic Life Insurance in units of ten thousand dollars (\$10,000) up to a maximum of three hundred and fifty thousand dollars (\$350,000), or as may be

amended from time to time. This option shall be available without evidence of insurability for coverage amounts of up to forty thousand dollars (\$40,000) when the employee first becomes eligible. If any application for Optional Life Insurance is made for more than forty thousand dollars (\$40,000), or it is made more than thirty-one (31) days after first becoming eligible, evidence of insurability satisfactory to the insurer must be supplied. An application from an employee to increase the amount of insurance currently held will also require evidence of health satisfactory to the Insurer.

- (b) The premium will be determined by the amount of insurance and will be adjusted with changes in the insurance amount and in the age of the employee as per the established five (5) year age bands in the premium schedule. In the event of death from any cause (excluding suicide within the first two (2) years of coverage), the amount of Optional 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) **At their option, employees may purchase life insurance for dependents in the following amounts:**

For Spouse:

In units of ten thousand dollars (\$10,000) to a maximum of two hundred thousand dollars (\$200,000).

For Dependent Children:

In units of one thousand dollars (\$1,000) to a maximum of five thousand dollars (\$5,000).

Option is also available to have only one dependent covered (i.e. spouse only or one dependent child only), or more than one dependent (i.e. 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 ($66\frac{2}{3}\%$) of the employee's weekly salary, earned on the last day worked, including any retroactive salary adjustment to which the employee is entitled;
- (iv) 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, 2002 (for expenses incurred after that date), the schedule of fees shall be based on the 2002 Ontario Dental Association Fee Schedule; effective April 1, 2003, the schedule of fees shall be based on the 2003 Ontario Dental Association Fee Schedule; and effective April 1, 2004, the schedule of fees shall be based on the 2004 Ontario Dental Association Fee Schedule.
- (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 pregnancy leave of absence in accordance with Article 19, Pregnancy, Parental & 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, 2005.

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>
040	041	Office Clerk	04/01/02	14.76
			04/01/03	15.28
			04/01/04	15.81
070	071	Sr. Off. Clerk	04/01/02	16.46
			04/01/03	17.04
			04/01/04	17.64
024	025	Lab Tech.	04/01/02	16.79
			04/01/03	17.38
			04/01/04	17.99
027	028	Warehouse	04/01/02	15.57
			04/01/03	16.11
			04/01/04	16.67
022	023	Stat. Eng.	04/01/02	16.16
			04/01/03	16.73
			04/01/04	17.32
074	075	Maint. Service Person	04/01/02	20.21
			04/01/03	20.92
			04/01/04	21.65
076	077	Mnt. Mech.	04/01/02	22.56
			04/01/03	23.35
			04/01/04	24.17
010	011	Stores	04/01/02	15.57
			04/01/03	16.11
			04/01/04	16.67
	026	Pt-tm St. Cash.	04/01/02	15.57
			04/01/03	16.11
			04/01/04	16.67

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					40
	(03 'A' Store Assistant, 04 'C' Store Manager)(Annual Increases)					
04/01/02						
Hourly	22.78	23.31	23.89	24.48		
Annual	47,545	48,651	49,862	51,093		
04/01/03						
Hourly	23.58	24.13	24.73	25.34		
Annual	49,215	50,363	51,615	52,888		
04/01/04						
Hourly	24.41	24.97	25.60	26.23		
Annual	50,947	52,116	53,430	54,746		
09	LIQUOR STORE MANAGER 2					40
	('B' Store Assistant)(Annual increases)					
04/01/02						
Hourly	22.17	22.78	23.31			
Annual	46,272	47,545	48,651			
04/01/03						
Hourly	22.95	23.58	24.13			
Annual	47,900	49,215	50,363			
04/01/04						
Hourly	23.75	24.41	24.97			
Annual	49,570	50,947	52,116			
05	LIQUOR STORE MANAGER 1					40
	('D' Store Manager)(Annual increases)					
04/01/02						
Hourly	20.95	21.55	22.09	22.78		
Annual	43,726	44,978	46,105	47,545		
04/01/03						
Hourly	21.68	22.30	22.86	23.58		
Annual	45,249	46,543	47,712	49,215		
04/01/04						
Hourly	22.44	23.08	23.66	24.41		
Annual	46,835	48,171	49,382	50,947		

<u>Class Code</u>	<u>Class Title</u>						<u>Hours of Work</u>
07	LIQUOR STORE CLERK GRADE 3 (Customer Service Representative) (Semi-annual increases to the third step, annual thereafter)						40
04/01/02							
Hourly	17.39	18.50	19.21	19.77	20.35		
Annual	36,295	38,612	40,094	41,263	42,473		
04/01/03							
Hourly	18.00	19.15	19.88	20.46	21.06		
Annual	37,569	39,969	41,492	42,703	43,955		
04/01/04							
Hourly	18.63	19.82	20.58	21.18	21.80		
Annual	38,883	41,367	42,953	44,206	45,500		
15	LIQUOR STORE CLERK GRADE 2 PPT CASHIER (Semi-annual increases)						40
04/01/02							
Hourly	19.23	20.35					
Annual	40,136	42,473					
04/01/03							
Hourly	19.90	21.06					
Annual	41,534	43,955					
04/01/04							
Hourly	20.60	21.80					
Annual	42,995	45,500					
019	CLERK GRADE 5 (RETAIL DEPOTS ONLY) (Annual increases)						40
04/01/02							
Hourly	23.63	24.33	25.04	25.84			
Annual	49,319	50,780	52,262	53,932			
04/01/03							
Hourly	24.46	25.18	25.92	26.74			
Annual	51,052	52,554	54,099	55,810			
04/01/04							
Hourly	25.32	26.06	26.83	27.68			
Annual	52,846	54,391	55,998	57,772			

<u>Class Code</u>	<u>Class Title</u>					<u>Hours of Work</u>
032	MAINTENANCE SERVICEPERSON (RETAIL DEPOTS ONLY)					40
	(Semi-annual increases to the second step, annual thereafter)					
04/01/02						
Hourly	23.42	24.03	24.63	25.27		
Annual	48,881	50,154	51,406	52,742		
04/01/03						
Hourly	24.24	24.87	25.49	26.15		
Annual	50,592	51,907	53,201	54,579		
04/01/04						
Hourly	25.09	25.74	26.38	27.07		
Annual	52,366	53,723	55,059	56,499		
<hr/>						
029	CONTROL CONSOLE OPERATOR (RETAIL DEPOTS ONLY)					40
	(Annual increases)					
04/01/02						
Hourly	23.30	24.12	24.91	25.76	26.63	
Annual	48,630	50,342	51,991	53,765	55,581	
04/01/03						
Hourly	24.12	24.96	25.78	26.66	27.56	
Annual	50,342	52,095	53,807	55,643	57,522	
04/01/04						
Hourly	24.96	25.83	26.68	27.59	28.52	
Annual	52,095	53,911	55,685	57,584	59,525	
<hr/>						
703	STATIONARY ENGINEER					40
	(Annual Increases)					
04/01/02						
Hourly	18.63	19.49	20.35			
Annual	38,883	40,678	42,473			
04/01/03						
Hourly	19.28	20.17	21.06			
Annual	40,240	42,098	43,955			
04/01/04						
Hourly	19.95	20.88	21.80			
Annual	41,638	43,580	45,500			
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<u>Class Code</u>	<u>Class Title</u>							<u>Hours of Work</u>
347	SENIOR SECURITY OFFICER							40
	(Annual Increases)							

04/01/02

Hourly	17.25	17.94	18.66	19.40	20.20		
Annual	36,003	37,443	38,946	40,491	42,160		

04/01/03

Hourly	17.85	18.57	19.31	20.08	20.91		
Annual	37,255	38,758	40,303	41,910	43,642		

04/01/04

Hourly	18.47	19.22	19.99	20.78	21.64		
Annual	38,550	40,115	41,722	43,371	45,166		

Note: Employees previously classified as Watchperson shall be reclassified to Senior Security Officer. Any employee reclassified as the result of this provision shall, effective prior to the application of the salary increases set out in this agreement, move to the salary step in the Senior Security Officer range immediately above the rate they received as Watchperson.

16	PRODUCT CONSULTANT							40
	(Annual Increases)							

04/01/02

Hourly	18.50	19.21	19.77	20.35	20.95	21.55	22.03 *
Annual	38,612	40,094	41,263	42,473	43,726	44,978	45,980

04/01/03

Hourly	19.15	19.88	20.46	21.06	21.68	22.30	22.80
Annual	39,969	41,492	42,703	43,955	45,249	46,543	47,587

04/01/04

Hourly	19.82	20.58	21.18	21.80	22.44	23.08	23.60
Annual	41,367	42,953	44,206	45,500	46,835	48,171	49,257

Effective April 1, 2002 the wage range of the Product Consultant classification shall be amended to add an additional step marked by the (*) above.

Any Product Consultant(s) who has been at the pre April 1st 2002 maximum of the wage range for one (1) year or more, as of April 1, 2002, or thereafter, shall have their rates adjusted to the new top step in the range, effective April 1, 2002, or if after April 1, 2002, on the date the employee attains one (1) year of service at the pre April 1, 2002 for Product Consultant.

<u>Class Code</u>	<u>Class Title</u>					<u>Hours of Work</u>
18	IN STORE SPECIAL EVENTS COORDINATOR					40
	(Annual Increases)					
04/01/02						
Hourly	20.02	20.64	21.30	22.03		
Annual	41,785	43,079	44,456	45,980		
04/01/03						
Hourly	20.72	21.36	22.05	22.80		
Annual	43,246	44,581	46,021	47,587		
04/01/04						
Hourly	21.45	22.11	22.82	23.60		
Annual	44,769	46,148	47,629	49,257		
438	SYSTEMS OFFICER 3					40
	(Point of Sale)(Annual Increases)					
04/01/02						
Hourly	26.23	27.52	28.83	30.12	31.43	
Annual	54,746	57,428	60,172	62,865	65,599	
04/01/03						
Hourly	27.15	28.48	29.84	31.17	32.53	
Annual	56,666	59,442	62,280	65,056	67,895	
04/01/04						
Hourly	28.10	29.48	30.88	32.26	33.67	
Annual	58,642	61,529	64,451	67,331	70,274	
437	SYSTEMS OFFICER 2					40
	(Point of Sale)(Annual Increases)					
04/01/02						
Hourly	22.21	23.26	24.33	25.47	26.66	
Annual	46,355	48,547	50,780	53,160	55,643	
04/01/03						
Hourly	22.99	24.07	25.18	26.36	27.59	
Annual	47,983	50,238	52,554	55,017	57,584	
04/01/04						
Hourly	23.79	24.91	26.06	27.28	28.56	
Annual	49,653	51,991	54,391	56,937	59,609	
436	SYSTEMS OFFICER 1					40
	(Point of Sale)(Annual Increases)					
04/01/02						
Hourly	19.72	20.42	21.12	21.90	22.70	
Annual	41,158	42,619	44,080	45,708	47,378	
04/01/03						
Hourly	20.41	21.13	21.86	22.67	23.49	
Annual	42,599	44,101	45,625	47,316	49,027	
04/01/04						
Hourly	21.12	21.87	22.63	23.46	24.31	
Annual	44,080	45,646	47,232	48,964	50,738	

<u>Class Code</u>	<u>Class Title</u>					<u>Hours of Work</u>
709	BUILDING MAINTENANCE MECHANIC					37.5
	(Semi-annual increases to the second step, annual thereafter)					
04/01/02						
Hourly	24.03	24.63	25.27	25.96		
Annual	47,019	48,193	49,446	50,796		
04/01/03						
Hourly	24.87	25.49	26.15	26.87		
Annual	48,663	49,876	51,168	52,576		
04/01/04						
Hourly	25.74	26.38	27.07	27.81		
Annual	50,365	51,618	52,968	54,416		
724	SENIOR CONTROL CONSOLE OPERATOR					37.5
	(Annual Increases)					
04/01/02						
Hourly	25.76	26.63	27.33	28.08		
Annual	50,404	52,107	53,477	54,944		
04/01/03						
Hourly	26.66	27.56	28.29	29.06		
Annual	52,166	53,927	55,355	56,862		
04/01/04						
Hourly	27.59	28.52	29.28	30.08		
Annual	53,985	55,805	57,292	58,857		
723	CONTROL CONSOLE OPERATOR					37.5
	(Annual Increases)					
04/01/02						
Hourly	23.30	24.12	24.91	25.76	26.63	
Annual	45,591	47,196	48,741	50,404	52,107	
04/01/03						
Hourly	24.12	24.96	25.78	26.66	27.56	
Annual	47,196	48,839	50,444	52,166	53,927	
04/01/04						
Hourly	24.96	25.83	26.68	27.59	28.52	
Annual	48,839	50,541	52,205	53,985	55,805	
706	ELECTRONIC TECHNICIAN					37.5
	(Semi-annual increases to the second step, annual thereafter)					
04/01/02						
Hourly	26.63	27.33	28.08			
Annual	52,107	53,477	54,944			
04/01/03						
Hourly	27.56	28.29	29.06			
Annual	53,927	55,355	56,862			
04/01/04						
Hourly	28.52	29.28	30.08			
Annual	55,805	57,292	58,857			

<u>Class Code</u>	<u>Class Title</u>					<u>Hours of Work</u>
707	MAINTENANCE ELECTRICIAN (Semi-annual increases)					37.5
04/01/02						
Hourly	25.96	27.33				
Annual	50,796	53,477				
04/01/03						
Hourly	26.87	28.29				
Annual	52,576	55,355				
04/01/04						
Hourly	27.81	29.28				
Annual	54,416	57,292				
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708	MAINTENANCE MECHANIC (Semi-annual increases)					37.5
04/01/02						
Hourly	25.96	27.33				
Annual	50,796	53,477				
04/01/03						
Hourly	26.87	28.29				
Annual	52,576	55,355				
04/01/04						
Hourly	27.81	29.28				
Annual	54,416	57,292				
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710	MAINTENANCE SERVICEPERSON (Semi-annual increases to the second step, annual thereafter)					37.5
04/01/02						
Hourly	23.42	24.03	24.63	25.27		
Annual	45,826	47,019	48,193	49,446		
04/01/03						
Hourly	24.24	24.87	25.49	26.15		
Annual	47,430	48,663	49,876	51,168		
04/01/04						
Hourly	25.09	25.74	26.38	27.07		
Annual	49,094	50,365	51,618	52,968		
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719	STOREKEEPER (Annual Increases)					37.5
04/01/02						
Hourly	19.53	20.00	20.57	21.12		
Annual	38,214	39,134	40,249	41,325		
04/01/03						
Hourly	20.21	20.70	21.29	21.86		
Annual	39,545	40,504	41,658	42,773		
04/01/04						
Hourly	20.92	21.42	22.04	22.63		
Annual	40,934	41,912	43,126	44,280		
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<u>Class Code</u>	<u>Class Title</u>							<u>Hours of Work</u>
722	VAX SYSTEM OPERATOR							37.5
	(Semi-annual increases to the third step, annual thereafter)							
04/01/02								
Hourly	19.42	20.07	20.71	21.48	22.15	23.26	24.33	
Annual	37,999	39,271	40,523	42,030	43,341	45,513	47,606	
04/01/03								
Hourly	20.10	20.77	21.43	22.23	22.93	24.07	25.18	
Annual	39,330	40,641	41,932	43,497	44,867	47,098	49,270	
04/01/04								
Hourly	20.80	21.50	22.18	23.01	23.73	24.91	26.06	
Annual	40,699	42,069	43,400	45,024	46,432	48,741	50,992	
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712	WAREHOUSE FOREMAN/WOMAN 2							37.5
	(Annual Increases)							
04/01/02								
Hourly	23.42	24.03	24.63					
Annual	45,826	47,019	48,193					
04/01/03								
Hourly	24.24	24.87	25.49					
Annual	47,430	48,663	49,876					
04/01/04								
Hourly	25.09	25.74	26.38					
Annual	49,094	50,365	51,618					
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713	WAREHOUSE FOREMAN/WOMAN 1							37.5
	(Annual Increases)							
04/01/02								
Hourly	22.09	22.76	23.30					
Annual	43,223	44,534	45,591					
04/01/03								
Hourly	22.86	23.56	24.12					
Annual	44,730	46,100	47,196					
04/01/04								
Hourly	23.66	24.38	24.96					
Annual	46,295	47,704	48,839					

<u>Class Code</u>	<u>Class Title</u>						<u>Hours of Work</u>
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716	WAREHOUSE WORKER 4						37.5
	(Annual Increases)						

04/01/02						
Hourly	19.58	20.23	20.83	21.47	22.11	
Annual	38,312	39,584	40,758	42,010	43,263	
04/01/03						
Hourly	20.27	20.94	21.56	22.22	22.88	
Annual	39,662	40,973	42,186	43,478	44,769	
04/01/04						
Hourly	20.98	21.67	22.31	23.00	23.68	
Annual	41,051	42,402	43,654	45,004	46,335	

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)						

04/01/02						
Hourly	18.88	19.49	20.13			
Annual	36,942	38,136	39,388			
04/01/03						
Hourly	19.54	20.17	20.83			
Annual	38,234	39,467	40,758			
04/01/04						
Hourly	20.22	20.88	21.56			
Annual	39,564	40,856	42,186			

718	UTILITIES PERSON						37.5
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04/01/02						
Hourly	18.88					
Annual	36,942					
04/01/03						
Hourly	19.54					
Annual	38,234					
04/01/04						
Hourly	20.22					
Annual	39,564					

<u>Class Code</u>	<u>Class Title</u>					<u>Hours of Work</u>
605	CLERK GRADE 5					36.25
	(Annual Increases)					
04/01/02						
Hourly	23.63	24.33	25.04	25.84		
Annual	44,696	46,020	47,362	48,876		
04/01/03						
Hourly	24.46	25.18	25.92	26.74		
Annual	46,265	47,627	49,027	50,578		
04/01/04						
Hourly	25.32	26.06	26.83	27.68		
Annual	47,892	49,292	50,748	52,356		
607	CLERK GRADE 4					36.25
	(Annual Increases)					
04/01/02						
Hourly	20.96	21.53	22.14	22.77		
Annual	39,645	40,723	41,877	43,069		
04/01/03						
Hourly	21.69	22.28	22.91	23.57		
Annual	41,026	42,142	43,334	44,582		
04/01/04						
Hourly	22.45	23.06	23.71	24.39		
Annual	42,464	43,617	44,847	46,133		
608	CLERK GRADE 3					36.25
	(Annual increases)					
04/01/02						
Hourly	19.32	19.82	20.36	20.91		
Annual	36,543	37,489	38,510	39,551		
04/01/03						
Hourly	20.00	20.51	21.07	21.64		
Annual	37,829	38,794	39,853	40,931		
04/01/04						
Hourly	20.70	21.23	21.81	22.40		
Annual	39,153	40,156	41,253	42,369		
609	CLERK GRADE 2					36.25
	(Semi-annual increases to third step, annual thereafter)					
04/01/02						
Hourly	17.36	17.79	18.23	18.70		
Annual	32,836	33,649	34,482	35,371		
04/01/03						
Hourly	17.97	18.41	18.87	19.35		
Annual	33,990	34,822	35,692	36,600		
04/01/04						
Hourly	18.60	19.05	19.53	20.03		
Annual	35,181	36,033	36,940	37,886		

<u>Class Code</u>	<u>Class Title</u>							<u>Hours of Work</u>
630	SHIFT LEADER (Annual Increases)							36.25
04/01/02								
Hourly	22.21	23.26	24.33	25.47	26.66			
Annual	42,010	43,996	46,020	48,176	50,427			
04/01/03								
Hourly	22.99	24.07	25.18	26.36	27.59			
Annual	43,485	45,528	47,627	49,859	52,186			
04/01/04								
Hourly	23.79	24.91	26.06	27.28	28.56			
Annual	44,998	47,117	49,292	51,599	54,020			
631	COMPUTER OPERATOR GRADE 2 (Semi-annual increases to the third step, annual thereafter)							36.25
04/01/02								
Hourly	19.42	20.07	20.71	21.48	22.15	23.26	24.33	
Annual	36,732	37,962	39,172	40,629	41,896	43,996	46,020	
04/01/03								
Hourly	20.10	20.77	21.43	22.23	22.93	24.07	25.18	
Annual	38,019	39,286	40,534	42,047	43,371	45,528	47,627	
04/01/04								
Hourly	20.80	21.50	22.18	23.01	23.73	24.91	26.06	
Annual	39,343	40,667	41,953	43,523	44,885	47,117	49,292	
632	COMPUTER OPERATOR GRADE 1 (Semi-annual increases)							36.25
04/01/02								
Hourly	17.35	17.83	18.31	18.86				
Annual	32,817	33,725	34,633	35,673				
04/01/03								
Hourly	17.96	18.45	18.95	19.52				
Annual	33,971	34,898	35,843	36,922				
04/01/04								
Hourly	18.59	19.10	19.61	20.20				
Annual	35,162	36,127	37,092	38,208				

<u>Class Code</u>	<u>Class Title</u>						<u>Hours of Work</u>
487	DRAFTSPERSON						36.25
	(Semi-annual increases to the third step, annual thereafter)						
04/01/02							
Hourly	18.89	19.21	19.77	20.35	20.95		
Annual	35,352	36,335	37,394	38,491	39,626		
04/01/03							
Hourly	19.34	19.88	20.46	21.06	21.68		
Annual	36,581	37,802	38,700	39,834	41,007		
04/01/04							
Hourly	20.02	20.58	21.18	21.80	22.44		
Annual	37,867	38,927	40,061	41,234	42,445		
328	DISTRIBUTION ANALYST 3						36.25
	(Annual Increases)						
04/01/02							
Hourly	26.05	27.53	29.07	30.72	32.39		
Annual	49,273	52,072	54,985	58,106	61,265		
04/01/03							
Hourly	26.96	28.49	30.09	31.80	33.52		
Annual	50,994	53,888	56,914	60,149	63,402		
04/01/04							
Hourly	27.90	29.49	31.14	32.91	34.69		
Annual	52,772	55,780	58,900	62,248	65,615		
329	DISTRIBUTION ANALYST 2						36.25
	(Annual Increases)						
04/01/02							
Hourly	26.06	27.29	28.59	29.83	31.11		
Annual	49,292	51,618	54,077	56,423	58,844		
04/01/03							
Hourly	26.97	28.25	29.59	30.87	32.20		
Annual	51,013	53,434	55,969	58,390	60,905		
04/01/04							
Hourly	27.91	29.24	30.63	31.95	33.33		
Annual	52,791	55,307	57,936	60,433	63,043		
330	DISTRIBUTION ANALYST 1						36.25
	(Annual Increases)						
04/01/02							
Hourly	21.34	22.09	22.86	23.67	24.55		
Annual	40,364	41,783	43,239	44,771	46,436		
04/01/03							
Hourly	22.09	22.86	23.66	24.50	25.41		
Annual	41,783	43,239	44,752	46,341	48,062		
04/01/04							
Hourly	22.86	23.66	24.49	25.36	26.30		
Annual	43,239	44,752	46,322	47,968	49,746		

<u>Class Code</u>	<u>Class Title</u>						<u>Hours of Work</u>
650	FIELD AUDITOR (Annual Increases)						36.25
04/01/02							
Hourly	23.69	24.80	25.90	27.18	28.46		
Annual	44,809	46,909	48,989	51,410	53,831		
04/01/03							
Hourly	24.52	25.67	26.81	28.13	29.46		
Annual	46,379	48,554	50,710	53,207	55,723		
04/01/04							
Hourly	25.38	26.57	27.75	29.11	30.49		
Annual	48,006	50,256	52,488	55,061	57,671		
531	LAB TECHNOLOGIST (Annual Increases)						36.25
04/01/02							
Hourly	25.83	26.95	28.00	29.26	30.53		
Annual	48,857	50,975	52,961	55,345	57,747		
04/01/03							
Hourly	26.73	27.89	28.98	30.28	31.60		
Annual	50,559	52,753	54,815	57,274	59,771		
04/01/04							
Hourly	27.67	28.87	29.99	31.34	32.71		
Annual	52,337	54,607	56,725	59,279	61,870		
506	LAB TECHNICIAN GRADE 3 (Annual Increases)						36.25
04/01/02							
Hourly	22.65	23.34	24.02	24.72	25.45		
Annual	42,842	44,147	45,433	46,757	48,138		
04/01/03							
Hourly	23.44	24.16	24.86	25.59	26.34		
Annual	44,336	45,698	47,022	48,403	49,821		
04/01/04							
Hourly	24.26	25.01	25.73	26.49	27.26		
Annual	45,887	47,306	48,668	50,105	51,562		
507	LAB TECHNICIAN GRADE 2 (Semi-annual increases to the third step, annual thereafter)						36.25
04/01/02							
Hourly	19.45	19.94	20.46	20.99	21.55		
Annual	36,789	37,716	38,700	39,702	40,761		
04/01/03							
Hourly	20.13	20.64	21.18	21.72	22.30		
Annual	38,075	39,040	40,061	41,083	42,180		
04/01/04							
Hourly	20.83	21.36	21.92	22.48	23.08		
Annual	39,399	40,402	41,461	42,520	43,655		

<u>Class Code</u>	<u>Class Title</u>						<u>Hours of Work</u>
515	SENIOR PRODUCTS TECHNICIAN						36.25
	(Annual Increases)						
04/01/02							
Hourly	27.53	29.07	30.72	32.39			
Annual	52,072	54,985	58,106	61,265			
04/01/03							
Hourly	28.49	30.09	31.80	33.52			
Annual	53,888	56,914	60,149	63,402			
04/01/04							
Hourly	29.49	31.14	32.91	34.69			
Annual	55,780	58,900	62,248	65,615			
518	PRODUCTS TECHNICIAN						36.25
	(Annual Increases)						
04/01/02							
Hourly	23.58	24.43	25.29	26.14			
Annual	44,601	46,209	47,835	49,443			
04/01/03							
Hourly	24.41	25.29	26.18	27.05			
Annual	46,171	47,835	49,519	51,164			
04/01/04							
Hourly	25.26	26.18	27.10	28.00			
Annual	47,779	49,519	51,259	52,961			
655	MARKETING RESEARCH ANALYST						36.25
	(Annual Increases)						
04/01/02							
Hourly	25.85	27.23	28.66	30.04	31.45		
Annual	48,895	51,505	54,210	56,820	59,487		
04/01/03							
Hourly	26.75	28.18	29.66	31.09	32.55		
Annual	50,597	53,302	56,101	58,806	61,567		
04/01/04							
Hourly	27.69	29.17	30.70	32.18	33.69		
Annual	52,375	55,174	58,068	60,868	63,724		
656	JUNIOR MARKETING RESEARCH ANALYST						36.25
	(Annual Increases)						
04/01/02							
Hourly	20.65	21.48	22.36	23.23	24.19		
Annual	39,059	40,629	42,293	43,939	45,755		
04/01/03							
Hourly	21.37	22.23	23.14	24.04	25.04		
Annual	40,421	42,047	43,769	45,471	47,362		
04/01/04							
Hourly	22.12	23.01	23.95	24.88	25.92		
Annual	41,839	43,523	45,301	47,060	49,027		

<u>Class Code</u>	<u>Class Title</u>						<u>Hours of Work</u>
642	PURCHASING OFFICER 3						36.25
	(Annual Increases)						
04/01/02							
Hourly	25.61	26.78	27.79	28.83	29.91		
Annual	48,819	50,654	52,564	54,531	56,574		
04/01/03							
Hourly	26.71	27.72	28.76	29.84	30.96		
Annual	50,521	52,432	54,399	56,442	58,560		
04/01/04							
Hourly	27.64	28.69	29.77	30.88	32.04		
Annual	52,280	54,266	56,309	58,409	60,603		
641	PURCHASING OFFICER 2						36.25
	(Annual Increases)						
04/01/02							
Hourly	22.42	23.06	23.68	24.37	25.08		
Annual	42,407	43,617	44,790	46,095	47,438		
04/01/03							
Hourly	23.20	23.87	24.51	25.22	25.96		
Annual	43,882	45,149	46,360	47,703	49,103		
04/01/04							
Hourly	24.01	24.71	25.37	26.10	26.87		
Annual	45,414	46,738	47,987	49,367	50,824		
640	PURCHASING OFFICER 1						36.25
	(Annual Increases)						
04/01/02							
Hourly	19.53	20.00	20.57	21.12	21.72		
Annual	36,940	37,829	38,908	39,948	41,083		
04/01/03							
Hourly	20.21	20.70	21.29	21.86	22.48		
Annual	38,227	39,153	40,269	41,348	42,520		
04/01/04							
Hourly	20.92	21.42	22.04	22.63	23.27		
Annual	39,570	40,515	41,688	42,804	44,015		
247	SENIOR PROGRAMMER ANALYST						36.25
	(Annual Increases)						
04/01/02							
Hourly	26.12	27.79	29.50	31.32	33.19		
Annual	49,405	52,564	55,798	59,221	62,778		
04/01/03							
Hourly	27.03	28.76	30.53	32.42	34.35		
Annual	51,127	54,399	57,747	61,322	64,972		
04/01/04							
Hourly	27.98	29.77	31.60	33.55	35.55		
Annual	52,923	56,309	59,771	63,459	67,242		

<u>Class Code</u>	<u>Class Title</u>						<u>Hours of Work</u>
435	SYSTEMS OFFICER 3						36.25
	(Annual Increases)						
04/01/02							
Hourly	26.24	27.52	28.83	30.12	31.43		
Annual	49,632	52,053	54,531	56,971	59,449		
04/01/03							
Hourly	27.16	28.48	29.84	31.17	32.53		
Annual	51,372	53,869	56,442	58,957	61,530		
04/01/04							
Hourly	28.11	29.48	30.88	32.26	33.67		
Annual	53,169	55,761	58,409	61,019	63,686		
434	SYSTEMS OFFICER 2						36.25
	(Annual Increases)						
04/01/02							
Hourly	22.21	23.26	24.33	25.47	26.66		
Annual	42,010	44,996	46,020	48,176	50,427		
04/01/03							
Hourly	22.99	24.07	25.18	26.36	27.59		
Annual	43,485	45,528	47,627	49,859	52,186		
04/01/04							
Hourly	23.79	24.91	26.06	27.28	28.56		
Annual	44,998	47,117	49,292	51,599	54,020		
433	SYSTEMS OFFICER 1						36.25
	(Annual Increases)						
04/01/02							
Hourly	19.72	20.42	21.12	21.90	22.70		
Annual	37,300	38,624	39,948	41,423	42,936		
04/01/03							
Hourly	20.41	21.13	21.86	22.67	23.49		
Annual	38,605	39,967	41,348	42,880	44,430		
04/01/04							
Hourly	21.12	21.87	22.63	23.46	24.31		
Annual	39,948	41,367	42,804	44,374	45,982		

Class Code	Class Title						Hours of Work
170	CATEGORY ANALYST						36.25
	(Annual Increases)						
04/01/02							
Hourly	26.12	27.77	29.50	31.32	33.18		
Annual	49,405	52,526	55,798	59,241	62,759		
04/01/03							
Hourly	27.03	28.74	30.53	32.42	34.34		
Annual	51,127	54,361	57,747	61,322	64,953		
04/01/04							
Hourly	27.98	29.75	31.60	33.55	35.54		
Annual	52,923	56,271	59,771	63,459	67,223		
180	ANALYST						36.25
	(Annual Increases)						
04/01/02							
Hourly	25.85	27.23	28.66	30.04	31.45		
Annual	48,895	51,505	54,210	56,820	59,487		
04/01/03							
Hourly	26.75	28.18	29.66	31.09	32.55		
Annual	50,597	53,302	56,101	58,806	61,567		
04/01/04							
Hourly	27.69	29.17	30.70	32.18	33.69		
Annual	52,375	55,174	58,068	60,868	63,724		

Note: Dividing lines designate class series.

APPENDIX 1

Positions to be excluded in addition to those who would normally be considered managerial in accordance with the Labour Relations Act.

Coordinator IT Service Desk
Senior Systems Analyst
Service Desk Analyst
Systems Analyst
Data Administrator
Database Administrator
Consulting Technical Systems Specialist
Senior Technical Systems Specialist
Assistant Design Coordinator
Auto CAD Designer/Administrator
Design Coordinator
Lease-Real Estate Administrator
Coordinator Documentation and Training
Coordinator POS Services and Support
Documentation Training Coordinator
User Acceptance Testing Coordinator
FOI Administrative Assistant
Communications Consultant
Senior Communications Consultant
Coordinator Environmental Management
Audit Clerk
Assistant — FLS
Loss Prevention Clerk
Manuals Writer
HR Administrator
HR Information Systems Administrator
PKCC Administrator
Financial Analyst
Operations Analyst
Planogram Analyst

Inventory Coordinator
Assistant Construction Coordinator
Senior Treasury Analyst
Treasury Analyst
Benefits Advisor
Retail Training Consultant
Training Consultant
Special Projects Officer
Coordinator — Brewery, Distillery, Winery
Retail Planning Analyst
Construction Coordinator
Senior Policy Analyst
Information Systems Auditor
Management Auditor
Coordinator of Strategic Planning
Manager of Insurance and Risk
Economic Policy Analyst
Senior Economic Policy Analyst
Benefits Counselor
Analyst — HR Systems
Receptionist — Regional Offices
Financial Quality Assurance Analyst
Receptionist — HR
Supervisor, Records Management
Administrative Assistant, Corporate Policy
Senior Financial Analyst

Foreperson Shipping and Receiving and Foreperson MPL —
Durham Facility (Those in such positions which were excluded
as of July 14, 2000)

APPENDIX 2
MEMORANDUM OF AGREEMENT

Between:

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

– and –

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

Mediation-Arbitration Process

The Parties acknowledge that, there is a mutual interest in reducing the number of outstanding grievances and in effecting the quick disposition of any complaints or differences submitted through the grievance procedure. As a result, the Parties agree to implement a Med-Arb process as a joint attempt to reduce the number of outstanding grievances and to effect the quick disposition of grievances.

(1) Mutual Agreement

It is understood that the Parties shall agree in writing, to those grievances which shall proceed through the Med-Arb. process and not be subject to a formal hearing as contemplated under Article 27.10, unless the Arbitrator determines that the case is more suited for a formal hearing.

(2) Non-Precedental Decisions

The decision of the Arbitrator appointed under this process shall be applicable only to the case heard and shall not

be used as a precedent for future cases. Further, a decision issued under this process is not subject to appeal.

(3) Nature of Cases to be Heard

- (A) Discipline cases, excluding dismissals and suspensions in excess of twenty (20) days.
- (B) Those grievances that do not involve novel problems and which have limited contractual significance or complexity.
- (C) Where the respective position of the Parties with regard to the facts of the case is 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 both Parties shall provide the Arbitrator appointed to hear the particular case(s), an agreed statement of facts. Further, where there are differences as to the facts at hand, the Parties agree to provide each other and the Arbitrator a summary of those differences. This documentation shall be provided no later than fourteen (14) days prior to the date of the Med-Arb hearing.

(5) Hearing Format

- (a) The hearing shall be informal in nature. No testimony by witnesses shall be required except as deemed necessary by the Arbitrator.

- (b) There shall be no formal rules of evidence and the Arbitrator shall conduct any investigation deemed necessary in an attempt to effect the quick disposition of the grievance.
- (c) In addition to those who are presenting the cases, the Grievor and one (1) Employer representative shall be present at the hearing.
- (d) The cases shall not be presented by lawyers. Those presenting the cases shall mutually agree on the number of cases to be heard on a particular day and the location of the hearing.
- (e) The Arbitrator shall attempt to mediate the matter at hand and where a mediated agreement is not attainable, shall issue a verbal decision on the matter. This decision shall be confirmed in writing, no later than two (2) weeks from the date of the hearing.
- (f) Cases shall be scheduled on a quarterly basis.
- (g) The Arbitrator shall be bound by the terms and conditions of the collective agreement and shall not be authorized to amend any of the terms contained therein.

(6) Selection of Arbitrators

Grievances which proceed through this Mediation/ Arbitration system shall be heard by GSB arbitrators selected through the mutual agreement of both parties.

The Parties agree to include the Med-Arb process as part of the collective agreement.

The Parties further agree that the provisions set out in this letter may be replaced or amended during the term of the agreement as the result of further negotiations currently underway regarding the Med-Arb procedure.

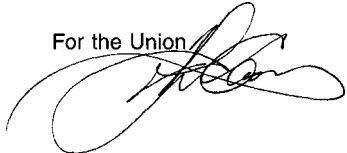
Date this May 24, 2002.

For the Employer



Wayne Zachar,
Director
Employee Relations

For the Union



John Coones,
President
OLBEU

APPENDIX 3
MEMORANDUM OF AGREEMENT

Between:

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

- and -

THE 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 this Memorandum is derived from Article 2.5 of the Collective Agreement.

Article 2 — Exclusion 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.
 - (d) Any matter involving the interpretation and application of the collective agreement.
- 2.2 It is agreed and understood the purpose of this committee is to encourage an exchange of information and ideas. Accordingly, any discussion during these meetings is to be considered as non-precedental in nature and shall not be used to the detriment of either Party in any future proceedings.

Article 3 — Provincial Labour/Management Committee

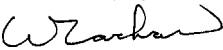
- 3.1 Either Party will be represented by up to six (6) members on the Committee and will meet every three (3) months, or as required.
- 3.2 Notwithstanding Section 3.1 above, either party may invite one (1) or more persons to provide expertise and advice on specific items.
- 3.3 The Provincial Labour/Management Committee shall discuss only such matters that have corporate wide implications, or outstanding matters that the Local Labour/Management Committees 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/Labour Management Committee

- 4.1 Either Party will be represented on the committee by three (3) members. In addition, a 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 of the Local Labour/Management Committee shall be held once every three (3) months or as required. Notification of agenda items shall be provided at least ten (10) days in advance of the meeting. The minutes of the meeting shall be circulated to those members of the Local Labour/Management Committee and a copy shall be provided to the President of the Union.

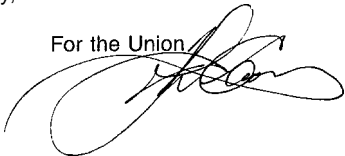
Dated this 24th day of May, 2002.

For the Employer



Wayne Zachar,
Director
Employee Relations

For the Union



John Coones,
President
OLBEU

APPENDIX 4
Applicable to Seasonal Employees
(LCBO Logistics Facilities)

SECTION 1 — APPLICATION

This Appendix has been developed to cover the terms and conditions of employment for seasonal employees within the following facilities of the Logistics Division of the LCBO:

- 4-1.1 Toronto Warehouse, Thunder Bay Warehouse, Ottawa Warehouse, London Warehouse, Durham Warehouse, Vintages (Department 738), Department 739 and the Security Desk at Head Office/Freeland Street.
- 4-1.2 Subject to Appendix 4, the seasonal periods of employment and the scheduling of employees will be subject to change by the Employer from year to year as determined by the unique needs of each warehouse. Accordingly, the number of employees who attain, or lose seasonal status, as defined below, will be subject to change.

SECTION 2 — SCHEDULING OF HOURS OF WORK

- 4-2.1 In Logistics facilities, hours of work will be assigned by Department in the following order:
- first to employees who have attained seasonal status commencing with the seasonal employee with the earliest seasonal attainment date, and then
 - to casual employees in order of seniority

provided they are qualified to perform the work, and no overtime is incurred.

- 4-2.2 It is understood that these available hours of work are hours of work required after hours of work for permanent full-time employees have been scheduled.
- 4-2.3 Should two (2) or more seasonal employees have the same seasonal attainment date their casual seniority date shall be the determining factor with the employee with the greatest seniority coming first. Should a further determination be required the casual appointment dates shall be the determining factor with the employee with the earliest casual appointment date coming first.

**SECTION 3 —
PROMOTION TO A PERMANENT FULL-TIME VACANCY**

- 4-3.1 Promotion of a Seasonal employee to a permanent full-time vacancy, at the entry level, shall be in accordance with article 21.5(a). An employee assigned to such position shall also be covered by Articles 21.8(a) and (b).
- 4-3.2 A seasonal employee may also be required to fill a temporary vacancy provided that he/she is qualified to do such work and he/she works within the department in which the temporary vacancy exists. Seasonal employee(s) shall not be assigned such temporary vacancy until eligible permanent full-time employees have first been considered in accordance with Article 21.5(b).

SECTION 4 — SEASONAL STATUS DEFINED

- 4-4.1 Casual employees who are scheduled or work for more than fourteen (14) consecutive weeks at thirty-five (35) hours or more per week shall thereafter be considered to be a "seasonal employee". It is understood that the thirty-five (35) hours does not include overtime hours.

4-4.2 The following periods shall also be credited to an employee for the purposes of determining whether they achieve status as a seasonal employee:

- Where a paid holiday occurs on a day that would otherwise have been a regular working day for such casual employee, during one of the above weeks, he/she shall be credited with seven and one half (7-1/2) hours.
- Where an absence resulting from a handicap as defined within the Ontario Human Rights Code, or pregnancy leave occurs on a day that would otherwise have been a regular working day for such casual employee, during one of the above weeks, he/she shall be credited for any hours they would have otherwise worked.

SECTION 5 — LOSS OF SEASONAL STATUS

4-5.1 A seasonal employee may lose his/her status as a seasonal employee and revert to casual status in the event that they are not scheduled or do not work for fourteen (14) consecutive weeks at thirty-five (35) hours or more per week for two (2) successive calendar years. The following periods shall also be credited to an employee for the purposes of determining whether they retain status as a seasonal employee:

- Where a paid holiday occurs on a day that would otherwise have been a regular working day for such casual employee, during one of the above weeks, he/she shall be credited with seven and one half (7-1/2) hours.
- Where an absence resulting from a handicap as defined within the Ontario Human Rights Code, or

pregnancy leave occurs on a day that would otherwise have been a regular working day for such casual employee, during one of the above weeks, he/she shall be credited for any hours they would have otherwise worked.

- 4-5.2 The parties agree that upon termination of a seasonal employee, that employee's seasonal status will also be terminated. Accordingly, if the terminated employee is subsequently rehired by the Employer he/she will be required to re-attain seasonal status. In addition the previous period of seasonal status including any accumulation of service shall not be credited to any subsequent period of employment should the former employee be rehired. (For example, a termination may occur when an employee resigns voluntarily or when the employment of such employee is terminated for just cause by the Employer subject to the employee's right to grieve such termination.)

SECTION 6 — SENIORITY AND PROBATIONARY PERIOD

- 4-6.1 Article 31.5(a) shall continue to apply to casual employees who have achieved seasonal status. Seasonal employees shall retain their casual seniority date. It is understood that seniority shall not be effected by a casual employee achieving or losing his/her status as a seasonal employee. Similarly once an employee has completed his/her probationary period he/she shall not be subject to a further probationary period as the result of achieving or losing status as a seasonal employee.
- 4-6.2 For the purpose of Section 3, Articles 5.7(e), 5.17 and 6.6(b), where seasonal employees have the same seniority date, the seasonal 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.

SECTION 7 —
PERIOD OF SERVICE FOR SEASONAL EMPLOYEES

- 4-7.1 The period of service for a seasonal employee shall commence at the date upon which the casual employee first attains seasonal status. Where a seasonal employee loses his/her status for a period of two (2) years or more, service will not be retained. It is understood that no past service as a seasonal employee will be credited where the service has not been retained. Periods where an employee does not have seasonal status, will not count towards the accumulated service of the seasonal employee.

SECTION 8 — SERVICE COMMENCEMENT/LOSS DATES

- 4-8.1 The commencement date for the purposes of service accumulation shall be the date upon which the employee attains seasonal status, provided such employee attains status on the first day of a calendar month. If however status is attained after the first day of a calendar month the commencement date for service accumulation shall be the first day of the month following the month during which status was attained.
- 4-8.2 The date upon which service shall cease to accumulate shall be the date upon which the employee loses status, provided such employee loses status on the last day of a calendar month. If however status is lost prior to the last day of a calendar month service accumulation shall cease on the last date of the month in which he/she loses status.

SECTION 9 — PAID HOLIDAYS

Entitlement to Pay In Lieu

- 4-9.1 A casual employee who has attained seasonal status shall for the first thirty-six (36) months of his/her accumulated service as a seasonal employee receive payment in lieu equivalent to the amount applicable under 31.2(a) (i) or (ii) of his/her gross salary in lieu of paid holidays as defined in Section 4-9.3, below.

Paid Holiday Entitlement

- 4-9.2 A seasonal employee who has attained thirty-six (36) months of accumulated service as a seasonal employee shall be entitled thereafter to the provisions set out in this section, provided they retain their seasonal status.
- 4-9.3 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.
- 4-9.4 Special holidays as proclaimed by the Governor-General or Lieutenant Governor as referred to in section 4-9.3 above, which are granted during vacation leave shall be computed as part thereof but no other holidays shall be computed therein.
- 4-9.5 Where a paid holiday occurs on a Saturday or Sunday that is not a regular working day for that employee's

classification, employees shall be granted a day in lieu of such paid holiday as allocated by the Employer.

- 4-9.6 In addition to the entitlement to holiday pay, where an employee is required to perform work on a paid holiday (refer to section 4-9.3 above), he/she shall also be entitled to receive payment in the amount of two (2) times their regular straight time hourly rate for all hours worked on the holiday.
- 4-9.7 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.
- 4-9.8 In addition to the entitlement to holiday pay, where an employee is required to report for any period of work on a paid holiday (refer to section 4-9.3 above), he/she shall be paid a minimum of four (4) hours at two (2) times their normal hourly rate of pay. Where an employee performs work in excess of four (4) hours, he/she shall be entitled to a minimum of the normal daily hours of work at two (2) times their regular hourly rate of pay as set out in the Salary and Classification Schedule.
- 4-9.9 Employees in receipt of premium payments contained in this article are not entitled to any other premiums contained in the collective agreement.

SECTION 10 — VACATION AND VACATION CREDITS

Entitlement to Pay In Lieu

- 4-10.1 A casual employee who has attained seasonal status for the first thirty-six (36) months of accumulated service as a seasonal employee shall be entitled to the

applicable provisions of Article 31.2(b) and (c) of the Collective Agreement.

Vacation Entitlement

- 4-10.2 A seasonal employee who has attained thirty-six (36) months of accumulated service as a seasonal employee shall be entitled thereafter to the provisions set out below, provided they retain their seasonal status.
- 4-10.3 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.
- 4-10.4 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.
- 4-10.5 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.
- 4-10.6 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.
- 4-10.7 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.

4-10.8 An employee will be credited with his/her vacation for a calendar year at the beginning of each calendar year.

- (a) Vacation credits shall be accumulated pro rata for each month of service as follows:
 - (i) one and one-quarter (**1 1/4**) days per month for up to and including eight (8) years of service;
 - (ii) one and two-thirds (**1 2/3**) days per month after eight (8) years of service;
 - (iii) two and one-twelfth (**2 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, 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**.

- 4-10.9 For the purposes of Section 4-10.8, the years of service for a seasonal employee shall commence with the date he/she first attains seasonal status, adjusted in accordance with Service Commencement/Loss Dates as set out above, however, vacation credits shall not begin to accumulate until he/she attains thirty-six (36) months of accumulated service as a seasonal employee. Only periods during which the employee has status as a seasonal shall be considered in determining the full duration of the employee's years of service.
- 4-10.10 Except as provided under Section 4-10.11 below, an employee is entitled to vacation credits under Section 4-10.8 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. One (1) full day shall be defined as seven and one half (7-1/2) hours worked on one (1) calendar day.
- 4-10.11 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.
- 4-10.12 Where vacation leave-of-absence is applied under Section 4-11.14 the 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.

- 4-10.13 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. For clarity this provision applies only to employee(s) who attain credits in 4-10.2 above.
- 4-10.14 Any vacation credits accumulated by a seasonal employee who loses his/her seasonal status shall, at the option of the employee be:
- paid out at the rate in effect at that time
 - scheduled as vacation days with pay commencing at the time the employee loses his/her seasonal status
- 4-10.15 For the purposes of administration, usage of vacation credits shall be charged against the employees vacation credits as follows:
- up to two (2) hours; one quarter (1/4) day credit:
 - between two (2) hours and four (4) hours; one half (1/2) day credit:
 - between four (4) hours and six (6) hours; three quarters (3/4) day credit;
 - more than six (6) hours; one (1) full day credit.
- 4-10.16 A seasonal employee who becomes a permanent full-time employee shall retain his/her accumulated vacation credits.

SECTION 11 — SICK LEAVE AND ATTENDANCE CREDITS

- 4-11.1 A seasonal employee who has attained twelve (12) months of accumulated service as a seasonal employee shall be entitled thereafter to the provisions set out below provided they retain their seasonal status.

Attendance Credits

- 4-11.2 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.
- 4-11.3 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.
- 4-11.4 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.
- 4-11.5 For the purposes of these sections, the years of service for a seasonal employee shall commence with the date he/she first attains seasonal status adjusted in accordance with Service Commencement/Loss Dates as set out above, however, attendance credits shall not begin to accumulate until he/she attains twelve (12) months of accumulated service as a seasonal

employee. Only periods during which the employee has status as a seasonal employee shall be considered in determining the full duration of the employee's years of service.

- 4-11.6 An employee is entitled to attendance credits under Section 4-11.13 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. One (1) full day shall be defined as seven and one half (7-1/2) hours worked on one (1) calendar day.
- 4-11.7 Any attendance credits accumulated by a seasonal employee who loses his/her seasonal status shall be paid out at the rate in effect at that time.
- 4-11.8 For the purpose of administration, usage of attendance credits shall be charged against the employees attendance credits as follows:
- up to two (2) hours; one quarter (1/4) day credit:
 - between two (2) hours and four (4) hours; one half (1/2) day credit:
 - between four (4) hours and six (6) hours; three quarters (3/4) day credit;
 - more than six (6) hours; one (1) full day credit.
- 4-11.9 Notwithstanding the provisions of Section 4-11.4, an employee is not entitled to attendance credits under Section 4-11.3 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.

Attendance Bonus

4-11.10 In this Section,

- (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.

4-11.11 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.

- 4-11.12 The bonus referred to in Section 4-11.11(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.

Sickness Leave

- 4-11.13 Except as herein provided no employee shall receive pay for absence caused by sickness or injury in excess of his/her accumulated credits.
- 4-11.14 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.
- 4-11.15 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.

- 4-11.16 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.
- 4-11.17 Where an employee receives an award under the Workplace Safety and Insurance Act and the employee has exhausted all accumulated credits, (ie: attendance and vacation), the employee will be considered on leave without pay.
- 4-11.18 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.
- 4-11.19 (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 Section 4-11.19(a) above, that arrangements will be made to select another doctor who would be mutually acceptable to the employee and the Employer.
- 4-11.20 A seasonal employee who becomes a permanent full-time employee shall retain his/her accumulated attendance credits.

SECTION 12 —**GROUP INSURANCE AND MEDICAL BENEFITS****Entitlement to Pay In Lieu**

- 4-12.1 A casual employee who has attained seasonal status shall for the first twelve (12) months of his/her accumulated service as a seasonal employee shall receive a payment equivalent to the amount applicable under 31.2(a) (i) or (ii) of his/her gross salary in lieu of benefits as defined in section 4-12.2, below.

Entitlement to Insurance Plans

- 4-12.2 A seasonal employee who has attained twelve (12) months of accumulated service as a seasonal employee shall be entitled thereafter to the provisions set out in Article 20 of the Collective Agreement, provided they retain their status.
- 4-12.3 During this period of entitlement, the responsibility for paying the cost of premiums for such insurance benefits will be specified for each benefit contained in Article 20. The only exception to this will occur when an employee with seasonal status is not working. During such a non-working period a seasonal employee may continue his/her benefit coverage by paying his/her own premiums as follows:
- (a) The employee will be required to indicate, in advance, whether he/she intends to continue such benefits during a non-working period. Such decision shall be given in writing at attainment of seasonal status, however, the employee may amend such decision in writing. The employee's choice in effect on the Employer's records, two (2)

months in advance of the non-working period shall apply during such period.

- (b) During such period the Employer shall continue to pay the premiums applicable to such coverage, however, the employee will be required to reimburse the Employer for any such payments. The Employer shall have the right to deduct such payments from the employee's salary upon his/her return to work in the event such reimbursements are not made by the employee to the Employer at the appropriate time.
- (c) Selection of specific benefit coverage (except Long Term Income Protection) will be at the discretion of the employee.

4-12.4 A seasonal employee who becomes a permanent full-time shall have his/her benefits continued.

SECTION 13 —

SCHEDULE OF SEASONAL HOURLY WAGE RATES

4-13.1 Seasonal employee hourly wage rates shall be based on the first step of the salary range of Warehouse Worker 3 wage rate, as per the following progression:

<u>Duration of Seasonal Status</u>	<u>% of First Step of Whse. Worker 3 Wage Rate</u>
At attainment	88%
At twelve (12) months of accumulated service	92%
At twenty-four (24) months of accumulated service	96%
At thirty-six (36) months of accumulated service	100%

**SECTION 14 — APPLICABILITY OF PROVISIONS
OF COLLECTIVE AGREEMENT**

4-14.1 Except as may be specified within this Appendix only the following articles from the remainder of the Collective Agreement are applicable to Seasonal employees as specifically noted and/or modified:

- Article 1
- Article 2
- Article 3
- Article 5 (application limited to 5.7(e) and 5.17)
- Article 6 (application limited to 6.6(b))
- Article 20 (applicable as set out in Section 12, above)
- Article 21 (applicable as set out in Section 3, above)
- Article 23
- Article 25
- Article 26
- Article 27
- Article 28
- Article 29
- Article 31 (applicability limited to 31.1(a), (b), (c), (d), (g), (h), (j), (k), 31.5(a)(i) and (iii), 31.8(a), (b), 31.9, 31.10, 31.11 and 31.12)
- Article 32
- Article 49
- Article 50
- Article 53

SECTION 15 —
LETTERS AND MEMORANDA OF AGREEMENT

4-15.1 Only the following specific Letters/Memoranda are applicable to Seasonal employees:

Med/Arb	FLS
Labour Management	EAP
E.S. Priv. Cas.	On Call
Fixed Term Help	Emp. E.
Kilometre Rates	Permanent Vacancy Review
L of Ab. Union Bus.	Amalgamation of 625+739

MEMORANDUM OF AGREEMENT

BETWEEN:

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

- AND -

THE ONTARIO LIQUOR BOARDS EMPLOYEES' UNION
(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.

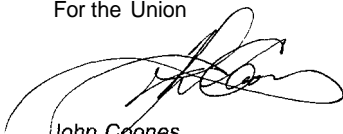
In stores without PPT employees it is understood additional hours are hours of work available after PFT hours of work have been scheduled.

For the Employer

For the Union



Wayne Zachar,
Director
Employee Relations



John Coones,
President
OLBEU

Dated this 24th day of May, 2002.

MEMORANDUM OF AGREEMENT

BETWEEN:

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

- and -

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

RE: CID Store Manager Geographical Posting Area

The Parties agree that the following shall apply for the posting of 'C' and 'D' Store Manager vacancies:

1. The first geographic posting area for 'C' and 'D' Store Manager vacancies will be the store's region and open to permanent employees only. Permanent full-time employees will be considered before permanent part-time employees.
2. If the position is not filled, the next geographic posting area will be the province and open to permanent employees only. Permanent full-time employees will be considered before permanent part-time employees.
3. If the position is not filled, the next geographical posting area will be the store's region and open to casual employees. Casual employees who apply shall be selected in accordance with Article 31.4(b).
4. For the purposes of Article 5 (Job Security) in the case of layoff, the area for displacement as per Article 5.7 shall be the normal geographic posting area for bargaining unit

vacancies in that location as agreed to between the Parties.

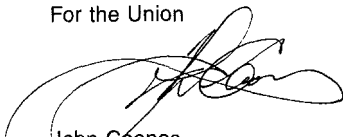
Dated this 24th day of May, 2002.

For the Employer



Wayne Zachar,
Director
Employee Relations

For the Union



John Coones,
President
OLBEU

May 24, 2002

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 counseling 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

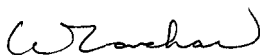
PENSION BRIDGING

Pension bridging provision as contained in Appendix 14 of the Letter of Agreement between OPSEU and the Crown, dated March 29, 1996 (2 (a) and (b)) 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

May 24, 2002

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:

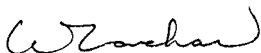
- (1) The Employer will make reasonable efforts that the new Employer(s) offer positions to employees on terms and conditions that are as close as possible to the then existing terms and conditions of employment. Where an employee has been transferred to a new Employer he/she will be deemed to have resigned 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 preceding 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 counseling 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

May 24, 2002

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

The following salary ranges shall apply to any and all casual employees, effective April 1, 2002.

Retail — Stores and Depots	(annual increases on anniversary date)			
Effective April 1, 2002	11.48	12.62	13.79	15.57*
Effective April 1, 2003	11.88	13.06	14.27	16.11*
Effective April 1, 2004	12.30	13.52	14.77	16.67*

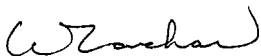
Logistics	(annual increases on anniversary date)			
Effective April 1, 2002	11.48	12.62	13.79	15.57*
Effective April 1, 2003	11.88	13.06	14.27	16.11*
Effective April 1, 2004	12.30	13.52	14.77	16.67*

Head Office — Clerical	(annual increases on anniversary date)			
Effective April 1, 2002	11.48	12.62	13.79	15.57*
Effective April 1, 2003	11.88	13.06	14.27	16.11*
Effective April 1, 2004	12.30	13.52	14.77	16.67*

- The final wage step shall apply only to casual employees hired before September 1st, 2002.

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

Yours truly,

A handwritten signature in black ink, appearing to read "W. Zachar". The signature is fluid and cursive, with a large initial "W" and a long, sweeping underline.

W. Zachar
Director
Employee Relations

May 24, 2002

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 that the following terms shall apply to those employees hired for a fixed term. Except during the periods set out below the Employer shall not utilize employees for a fixed term.

RETAIL DIVISION

1. An hourly rate of ten dollars (\$10.00) per hour. Employees shall also receive vacation pay in accordance with the Employment Standards Act.
2. To provide Customer Service Representatives services with no restrictions on the duties to be performed.
3. Periods of employment shall be;
 - (a) From the Monday prior to Victoria Day until Labour Day.
 - (b) From the last Monday in November up to and including December 31st.

LOGISTICS DIVISION

1. An hourly rate of ten dollars (\$10.00) per hour. Employees shall also receive vacation pay in accordance with the Employment Standards Act.

2. To provide Warehouse Worker services with no restrictions on the duties to be performed.
3. Period of employment shall be from the first Monday in May until Labour Day.

No fixed term employee shall be scheduled for work until all permanent full-time, permanent part-time, seasonal and casual employees who are assigned to the work site have been scheduled in accordance with the collective agreement, including employees who may be eligible for work under Article 51 and the Memorandum of Agreement— Allocation of Additional Hours.

No fixed term employee shall be scheduled for work which has not been offered in accordance with seniority to any permanent full-time and/or permanent part-time employee, or seasonal employee who is laid off and on a recall list in the geographic posting area in which the need for fixed term help arises.

Employees who may be temporarily recalled shall receive the maximum rate for casual employees during their period of temporary recall, including any other rights and benefits accorded to casual employees under Article 31.

It is understood that this letter shall expire on the date that the Collective Agreement effective April 1, 2005 is ratified or the date upon which a strike or lock-out can legally commence. It is further understood that when this letter expires, it will be replaced in the Collective Agreement, by the Letter, "Fixed Term Help" dated July 14, 2000.

Yours truly,



W. Zachar
Director
Employee Relations

May 24, 2002

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:

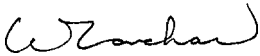
The Employer agrees to furnish alternative means of transportation to employees who are required to travel to conduct Board business, should any of the employees not wish to use their privately-owned automobiles for such purposes.

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

The parties acknowledge the rates paid may be amended from time to time to reflect changes in vehicle operating costs incurred

by employees in their use. **All** changes in the rate will be the same as those paid to management and excluded employees.

Yours truly,

A handwritten signature in black ink, appearing to read "W. Zachar". The signature is fluid and cursive, with a large initial "W" and a long, sweeping tail.

W. Zachar
Director
Employee Relations

May 24, 2002

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**

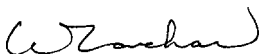
This will confirm the Employer's agreement with respect to a leave of absence for a Board employee, in order that the employee may perform the duties and responsibilities of a position with the Union on a full-time basis.

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,

A handwritten signature in black ink, appearing to read "W. Zachar". The signature is fluid and cursive, with a large initial "W" and a long, sweeping tail.

W. Zachar
Director
Employee Relations

May 24, 2002

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

Dear Mr. Coones:

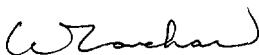
LETTER OF AGREEMENT

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

May 24, 2002

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

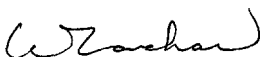
In expanding its French Language Services the Employer agrees to the following:

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 apprized 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

May 24, 2002

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

Dear Mr. Coones:

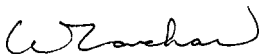
LETTER OF AGREEMENT

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

May 24, 2002

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

1. 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 and in addition in the case of logistics, seasonal 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 and in addition in the case of logistics, seasonal hours of 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:

- hours worked on Sunday
- hours worked on a paid holiday as listed in Article 7.1
- 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

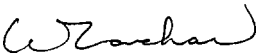
Following this review, there shall be a reimbursement of up to eighty (80) hours (Retail), seventy-five (75) hours (Logistics) and seventy-two and *one* half (72 1/2) hours (Head Office) for those hours that were excluded for vacation replacement. It is understood that to be reimbursed, said work must have been performed and excluded during the review.

Should a casual employee, and in addition in the case of logistics, seasonal 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,

A handwritten signature in black ink, appearing to read "W. Zachar". The signature is fluid and cursive, with a large initial "W" and a long, sweeping tail.

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.

May 24, 2002

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

Dear Mr. Coones:

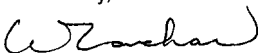
LETTER OF AGREEMENT

On-Call Policy

It is agreed that the following terms shall apply to those employees who are required by the Employer to be on-call:

1. Employees shall be assigned to be "on-call" on a rotational basis.
2. Compensation to employees who are "on-call" will be one (1) hour of overtime at time and one-half (1-1/2 X) for each twenty-four (24) hour period during which they are required to be "on-call".
3. When an employee is required to report to work while on-call, he/she shall be paid 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

May 24, 2002

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

Dear Mr. Coones:

LETTER OF AGREEMENT

Employment Equity

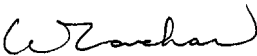
This letter will confirm the Employer's understanding of a joint Union/Management Committee on Employment Equity.

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 there from;
- the washing of walls and painting.

F.A. MacInnis
General Manager
(LCBO)

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:

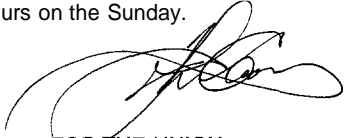
- (a) First, to PFT employees on a voluntary basis in order of seniority.
- (b) Should fewer than the required number of PFT employees volunteer, such Sunday work shall then be offered to PPT employees, in order of seniority.
- (c) Should fewer than the required number of PPT employees volunteer, such 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.



FOR THE EMPLOYER
Wayne Zachar
Liquor Control Board
of Ontario



FOR THE UNION
J. Coones, President
Ontario Liquor Boards
Employees' Union

Dated *this* 24th day of May, 2002.

May 24, 2002

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

Dear Mr. Coones:

LETTER OF AGREEMENT
Amalgamation of Depots 625 and 739

The following terms and conditions shall apply to employees at Department 625 and Department 739 who are affected by the amalgamation of these Depots.

The new Depot shall be part of the Retail Division.

NOTICE OF REORGANIZATION

All affected employees shall be given three (3) months notice of transfer. These employees shall, at the time notice is given, be provided with a listing of their options as defined below. The employee shall indicate their choice of the applicable options within one (1) month of being provided with the following options.

CURRENT DEPARTMENT 625 EMPLOYEES

1. He/she shall be transferred to a Retail Store in the Mississauga GPA.
2. Transfer to the new facility at their current classification and salary rate.

3. The transfer of employees in accordance with (1) above, shall not affect the other permanent retail employees in the Mississauga GPA.

CURRENT DEPARTMENT 739 EMPLOYEES

Current Department 739 full-time employees shall be provided with the options set out below. Employees shall be assigned to their chosen options in accordance with seniority with the most senior employee receiving their choice first.

1. **Assignment to a Vacancy**

Employees shall be notified of any existing vacancies, at or below their current classification, in Departments 738, 910 or 940, provided such vacancies exist at the time 739 is relocated to the new Depot. Employees selecting this option shall be assigned to such positions in accordance with seniority and provided they are qualified. It is understood that such vacancies shall not be posted.

2. **Enhanced Severance**

- a) Provided the employee has completed at least one (1) year of service and is not eligible for an unreduced pension and/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 three (3) 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 their annual salary.
- b) On production of receipts for an authorized educational institute, 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.
- d) He/she shall be entitled to payment for all unused vacation credits at the current hourly rate.
- e) Following the provision of notice, an employee who resigns from his/her employment prior to the expiry of the notice period shall not lose his/her entitlement to enhanced severance but, shall forfeit the balance of their entitlement to notice.

3. Reassignment to the New Depot

Those 739 employees, who do not elect Options 1 or 2 above, shall be reassigned to the new Depot and they shall be reclassified to Liquor Store Clerk Grade 3. However their salary shall be red-circled, meaning that they shall continue to be entitled to salary progression in accordance with Article 21.1 to the maximum salary of the higher classification that takes effect during the term of the collective agreement, in which the assignment takes place.

Where a permanent employee agrees to relocate outside of their own work area and the distance from his/her residence to the new Depot is greater than fifty (50) kilometres, the Employer agrees to the reimbursement of approved relocation expenses up to five thousand dollars (\$5,000). Approved relocation expenses are identified in the Employer's Administration Manual.

RETRAINING APPLICABLE TO ALL EMPLOYEES- DEPT. 739

All employees who are reassigned to the new Depot shall receive any training, which may be required to do the work at the new Depot.

ASSESSMENT PERIOD FOR ALL EMPLOYEES

All employees who opt for relocation to the new Depot will be entitled to a three (3) month assessment period. If an employee chooses not to remain in the position or is unable to perform the required work, during the assessment period, he/she shall be eligible for the following:

- 625 employees shall be assigned to a position at their classification in a Retail store within the Mississauga GPA.
- 739 employees shall have the right to instead receive their enhanced severance benefits in accordance with this Memorandum.

SEASONAL AND CASUAL EMPLOYEES- DEPT. 739

Current seasonal casual employees assigned to Department 739 shall be provided with the options set out below. Seasonal and casual employees shall be assigned to their chosen option in accordance with seniority with the most senior seasonal employee receiving their first choice. Casual employees shall be provided with their options in accordance with seniority thereafter.

Option 1 — Enhanced Severance

Seasonal and Casual employees at Department 739 shall be entitled to severance pay in an amount determined as follows:

- a) Two (2) times the average weekly earnings during the twelve (12) month period preceding the date of notice of

termination multiplied by the employee's years of seniority with a minimum of one thousand dollars (\$1,000).

- b) On production of receipts from an authorized educational institute, he/she shall be entitled to reimbursement of up to two thousand dollars (\$2,000) 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.

Option 2 — Reassignment to the New Depot

Those seasonal and casual employees at Department 739 who do not elect Option 1 shall be reassigned to the new Depot. Seasonal employees so reassigned shall, after such assignment, become casual employees.

OTHER PROVISIONS

Employees who are receiving income replacement benefits from LTIP or WSIB, during the notice period, shall have their entitlements under this letter delayed until they cease to be in receipt of income replacement benefits from LTIP or WSIB. Their entitlement shall arise on the day following their last day of receipt of income replacement benefits.

Employees who have applied for income replacement benefits from LTIP or WSIB, during the notice period and start to receive said benefits after the notice period, shall have their entitlements under this letter delayed until they cease to be in receipt of income replacement benefits from LTIP or WSIB. Their entitlement shall arise on the day following their last day of receipt of income replacement benefits.

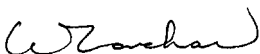
Employees who have applied for income replacement benefits from LTIP or WSIB, during the notice period, and whose entitlement to these income replacement benefits is denied after

the notice period, shall have their entitlements under this letter delayed until the decision concerning entitlement to income replacement benefits has been made. Their entitlement shall arise effective the date of the decision to deny income replacement benefits.

It is understood that all rights under the Collective Agreement shall be forfeited when applying this letter, with the exception of the right to grieve provided the grievance is submitted at Stage 3 in accordance with the timeframes specified in Article 27.

This letter shall remain in effect until the affected employees have transferred or severed in accordance with the terms of this letter.

Yours truly,

A handwritten signature in black ink, appearing to read 'W. Zachar', written in a cursive style.

W. Zachar
Director
Employee Relations

May 24, 2002

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

Dear Mr. Coones:

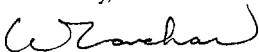
LETTER OF AGREEMENT

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

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

Should a current 739 employee so request, the LCBO shall not transfer such employee to a regular LCBO store once he/she has been reassigned to the new facility. The exception to this would be in the event of a surplus/layoff situation. This is an ongoing grandfathering arrangement not available to new employees nor employees who opt to accept transfer.

Yours truly,



W. Zachar, Director
Employee Relations

May 24, 2002

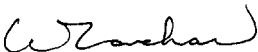
Mr. J. Coones
President
Ontario Liquor Boards Employees' Union
5757 Coopers Avenue
Mississauga, Ontario
L4Z 1R9

Dear Mr. Coones:

LETTER OF AGREEMENT
Seasonal Employees

The Parties agree that any agreement negotiated between the parties or as ordered by the Board of Arbitration chaired by Paula Knopf with respect to seasonal employees shall form part of the collective agreement.

Yours truly,



W. Zachar
Director
Employee Relations

May 24, 2002

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

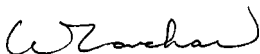
Dear Mr. Coones:

The Employer agrees that no permanent employees will be declared surplus nor laid off during the term of this Collective Agreement.

If an Arbitrator decides that an employee was improperly promoted, and as a result is returned to his/her former position, it is understood that this does not constitute a violation of this letter.

It is further understood that this letter shall expire on the date that the Collective Agreement effective April 1, 2005 is ratified or on the date upon which a strike or lock-out can legally commence.

Yours truly,



W. Zachar
Director
Employee Relations

May 24, 2002

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

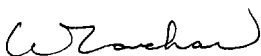
Dear Mr. Coones:

LETTER OF AGREEMENT
Franchise/Agency Stores

The Employer agrees not to close any of its existing retail stores as the result of the opening of any franchise and/or agency stores.

It is understood that this letter shall expire on the date that the next Collective Agreement effective April 1, 2005 is ratified or on the date upon which a strike or lock-out can legally commence.

Yours truly,



W. Zachar
Director
Employee Relations

December 3, 1998

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

Dear Mr. Coones:

This letter will confirm the following agreement between the parties:

It is agreed that the LCBO will open six (6) new Agency Stores. The communities in which these stores will open shall be selected from the 16 communities contained within the attached list entitled "Southern Agency Stores" and dated November 6, 1998.

It is agreed that the six (6) communities selected from this list shall be as follows: Keene, Mount Albert, Beeton, Woodville, Rockwood, and either Avonmore or South Mountain.

It is also agreed that, other than the six communities agreed to above, the LCBO will not open Agency Stores in any of the remaining communities contained within the above mentioned list "Southern Agency Stores" and dated November 6, 1998, for a period of five (5) years from the date of the signing of this agreement.

It is further agreed that the six Agency Stores agree to above will not adversely affect* any LCBO stores within a 10 kilometre

radius of each of these six Agency Stores as a result of their opening. ("adversely affect" is defined by the asterisk below.)

In return for the above, it is agreed that the LCBO will eliminate the red circling of all employees who were previously classified as Clerk 4 in retail stores and Foreman 2 Special in warehouses, and these employees shall be grandfathered at the current salary rates for Clerk 4 and Foreman 2 Special as noted below in Appendix A. It is also agreed that these employees will receive an increase of 2% to their current salary rate and this increase shall be retroactive to April 1, 1998. Every effort will be made to ensure that these employees will receive their retroactive pay not later than December 24, 1998.

This agreement shall become an addendum to the Collective Agreement.

* "adversely affect" shall include but not be limited to store closings, any reduction in hours of store operations, and reduction in employee hours of work, layoff or permanent loss of jobs.

Sincerely

Andrew S. Brandt
Chair and Chief Executive Officer

APPENDIX A

This Appendix shall continue in force and effect for the term of the Collective Agreement effective April 1, 2002.

(FORMER) LIQUOR STORE CLERK GRADE 4

(Bookkeeper, "C" Store Assistant)

(Annual Increases)

04/01/02	Hourly	21.55
	Annual	44,978

04/01/03	Hourly	22.30
	Annual	46,543

04/01/04	Hourly	23.08
	Annual	48,171

(FORMER) WAREHOUSE FOREMAN/WOMEN 2 (sp)

(Annual Increases)

04/01/02	Hourly	25.27
	Annual	49,446

04/01/03	Hourly	26.15
	Annual	51,168

04/01/04	Hourly	27.07
	Annual	52,968

This Agreement executed in the City of Toronto, on the 30th day of October, 2002.

For the Employer
Wayne Zachar
Richard Whitelaw
Rick Redwood
Bob Clevely
Gary Coyle
Neil Lenihan
Vic Araujo
Lauri Green

For the Union
John Coones
Jo Ann Fisher
A. R. Kemp
Tom Galli
Mehta Karmody
Jean Chaykowsky
Heino Nielsen

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