

2009 BARGAINING BULLETIN



Information for OPSEU members in the Liquor Board Employees Division • Issue #2 • March 17, 2009

LCBO tables takeaways

Making the LCBO a better place to work just isn't a priority for the LCBO.

In bargaining last week, the employer tabled a proposal that is all takeaways. Among other things, the LCBO wants to:

- remove all protections against privatization;
- get rid of Saturdays off for full-timers;
- create a six-day work week in Logistics;
- stop paying seasonals for breaks; and
- make sure no casual ever gets a full-time job except through pure favouritism.

"We went to the bargaining table with a

mandate from our members to build better jobs and a better LCBO," said Vanda Klumper, elected chair of the OPSEU bargaining team.

"What we learned last week is that this employer doesn't want to build with us, it wants to bulldoze through us.

"Our job over the next several weeks is to stop the employer's attempts to turn good jobs into bad ones and get our members the improvements they need," she said. "With our members showing their strong support for the team, we will be successful."

For more on the proposals, see page 2



Turnout swells at member meetings

Hundreds of OPSEU members at the LCBO have already turned out to member meetings to learn more about what's ahead in the bargaining process. For a full listing of upcoming meetings (and for all bargaining info) check the OPSEU web site at <http://www.opseu.org/lbed/collective.htm>.

The LCBO and OPSEU opening positions are available online

Key points summarized here; full documents at www.opseu.org/lbed/collective.htm



Vanda Klumper

Your OPSEU bargaining team for the Liquor Board Employees Division has posted the opening positions of both the LCBO and the union bargaining team on the OPSEU web site at www.opseu.org/lbed/collective.htm. (Click on

the “Opening Positions” link.)

“As negotiations unfold, it will not make sense to publicize every twist and turn at the

table,” says Vanda Klumper, chair of the OPSEU team. “But we think it’s important for members to know where the two sides are starting from.

“This round of bargaining is different from past rounds,” she said. “We’ve got a team that was democratically elected by the members, and we are bargaining for improvements that were democratically voted on by the members.

“In that same spirit, we think it’s important to have as much openness as possible at this initial stage in the process.”

The employer’s position

This is what the LCBO wants to take away from you

The LCBO’s opening position at the bargaining table is rambling, unfocused, and vague. But through the fog, it’s clear that your employer wants to change your life at work in ways that just aren’t positive.

Some of their proposed takeaways affect every OPSEU member; others are targeted at specific groups. They all add up to a bad set of proposals.

Read the employer’s complete proposal online for details that don’t appear in this partial summary.

Privatization protection: gone

There are three sections in the collective agreement that protect OPSEU members from having their job sold to a private company or individual. The LCBO wants to delete all three, as follows:

- **Finding you a job, enhanced severance, training.** Under two letters of agreement in the contract (p. 185, p. 188), all full-time employees, and casuals with at least five years’ seniority, get several things if they lose their job to privatization. For starters, the employer must try to find you a job with the new employer. If this doesn’t happen, or you decline the job, you get enhanced (double) severance pay. You get money to train for a new career. Plus, full-timers get a payout of up to 30 days of attendance credits. Under the LCBO’s new proposal, you would get none of this in the event of privatization. Both protections would be gone from the contract.
- **Contracting out.** A letter on page 212 of your contract says

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“there shall be no new contracting out of work that is usually performed by members of the bargaining unit, if a layoff of any permanent full-time employees results....”

The employer wants this gone. This change could affect any type of work at the LCBO, from one person’s job to an entire Division.

- **Agency stores.** The LCBO now licences about 200 privately-run “agency stores,” mostly in smaller communities, but the pressure is building as these non-union outlets move ever-closer to real LCBO outlets. One thing that has held them back is the collective agreement, which says (p. 211) that the LCBO will not close retail stores, lay off their full-time employees, or reduce their store hours as a result of the operation of an agency store. The LCBO wants this protection gone.

Full-Time Retail

Your 12 Saturdays off: gone

The LCBO has big plans to mess with your work week – no matter where you work. For full-time employees in Retail, the LCBO wants to “reduce the number of Saturdays off” and “provide for additional shifts.” Losing the 12 Saturdays off that are guaranteed in Article 6.4 is bad enough; “additional shifts” means more changes to start times and end times. It means more days where your schedule doesn’t mesh with the needs of your family, friends, or other responsibilities.

Logistics

The five-day workweek: gone

If you work in Logistics, the LCBO has big plans to mess with your work week, too, but in a different way. The LCBO wants to change the work week to a six-day week (Monday to Saturday) at Logistics facilities, Private Stock,

and Logistics warehouse offices. As in Retail, LCBO wants to introduce varied start and end times for shifts, at its own discretion. Clearly the idea is that you would mostly get Sunday off, plus one other day (that might change from week to week). And even though your home life would take a hit, you wouldn’t be compensated with overtime pay.

To further complicate your life, the LCBO wants to reduce the notice for posting of shift schedules to one week – down from three in Article 6.4 of the current contract.

Of course, there may not be as many shifts available if the LCBO gets its way. The employer wants to expand the use of Fixed-Term help so that these \$10-an-hour serfs will be working in Logistics throughout most of the year. Fixed-Term workers are an exploited underclass. Their jobs should be casual, seasonal, or full-time.

In another blow against all OPSEU members in Logistics, the employer told the union last week that “wash up time in Logistics Facilities will no longer be practiced.” And OPSEU members in Logistics who are hired after April 1, 2009 will have to bring their own tools to do the job they are hired for.

Casuals

Hope for a full-time job: gone

Hundreds of casuals (and a few permanent part-timers) who have worked at the LCBO for five, 10, or 15 years carry with them the hope that they will get a full-time permanent job through the Permanent Vacancy Review (PVR). The PVR (pp. 200-203 of the contract) says that when a casual works a certain number of hours in a calendar year, the employer must create a new full-time position in their workplace. The resulting position then goes to the casual with the most seniority. Every year, despite many shifts worked that don’t count towards the PVR, as many as 100 casuals do get full-time jobs.

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Under the LCBO's proposal at the bargaining table, it may never happen again. The LCBO wants to change the contract so that only shifts that match a regular work day count towards the PVR. This means the shift would have to be a full-time shift and it would have to happen on a regular work day. Further, the employer only wants to count five days of any calendar week towards the PVR.

With these changes and others that the LCBO wants to make, some casuals may still get full-time jobs, but it won't be through the PVR. It'll be pure favouritism.

Seasonals

No pay raise without manager's say-so

If you work as seasonal staff at an LCBO warehouse and feel like you've at least moved ahead from your casual days, your employer has a message for you: "We don't like you that much." If the LCBO has its way, seasonals won't move up the pay grid automatically; pay raises will be "contingent on satisfactory performance and recommendation from supervisor." For good measure, the LCBO aims to stop paying seasonal employees for break periods.

Seniority won't count for much

If there's a common theme to the LCBO's proposals, it's that this employer hates the principle of seniority.

Seniority was invented for one reason only: To stop employers from using favouritism when it comes to shift schedules, training opportunities, promotion to a new job, and so on. The LCBO is attacking seniority in several areas:

- **Deletion of Article 29.** This article says that "Permanent full-time employees will not be adversely affected by job training

opportunities provided to permanent part-time, seasonal or casual employees." Article 29 also says that full-timers will not be adversely affected by the use of seasonals. The employer wants this article gone.

- The employer also wants to **change casual seniority rights** (Article 31 of the contract) so that seniority is calculated based on hours worked rather than date of hire. This would allow managers to manipulate seniority to benefit their favourites – not the workers who have been around longest.
- In the LCBO's perfect world, **seniority would not be a factor in job competitions** for casuals. Right now, Article 31.4 (b) of the contract says that, when two casuals with equal qualifications are seeking the same full-time job, the one with the most seniority should get it. The employer prefers to hire based on the manager's discretion, i.e., favouritism.

Benefits: reduced

The LCBO wants to "reduce the rate of increase in costs" for the extended health benefits provided under Article 20. This is a roundabout way of saying, "Cut benefits." In the same vein, the LCBO wants to get rid of a joint union-employer committee called the Joint Insurance and Benefit Committee (JIBC). This committee gives the union equal say with the employer in several key areas. The committee gives the union access to full information about benefits, including costings, and gives members a channel to appeal claims that are unfairly denied. And while the Ontario government has final say on what company administers the benefit plan, the JIBC is a forum for the union to influence that decision on the members' behalf. If the LCBO gets its way, this committee will be gone.

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Firing at will and other discipline issues

The LCBO wants to “institute an automatic discharge penalty for certain offences.” In other words, you could be fired without recourse to the grievance process.

The employer also wants to delete Article 26.3. This article gives union members the right to have a union representative with them at any meeting with management that could result in disciplinary action against the member. With Article 26.3 gone, members could be en route to severe discipline, or even firing, before their union even knew there was a problem.

Short-term layoffs: a distinct possibility

Some things don't mean anything until someone mentions them. That's the story with short-term layoffs.

Right now, the collective agreement outlines what happens when a worker receives a layoff of more than 90 calendar days. But it is silent on shorter layoffs. So it was very interesting that, in its opening position, the LCBO told the union that it “reserves its right to administer layoffs of less than 90 days.”

The employer says that it “currently” has no plans to lay anyone off. So why mention it?

Your union attacked

As part of its general anti-union approach, the LCBO now wants any OPSEU member who needs time off for union business to give three weeks' notice (up from two). In a stranger proposal, the LCBO wants to delete a Letter of Agreement called “Leave of Absence for Union Business on a Full-Time Basis.” The last person to make use of this article was John Coones, president of the old Ontario Liquor Boards Employees Union. The employer thinks the article is now redundant. It's not. Many OPSEU

collective agreements, notably the one in the Ontario Public Service, allow leaves of absence for members to serve in one of the two full-time elected positions in the union, i.e., President and First Vice-President/Treasurer.

Technology protections: gone

You just have to walk into the nearest Home Depot to see how technology can bring big changes to any workplace – in retail, in offices, or in warehouses. Right now, OPSEU members at the LCBO are protected from the worst affects of technological change by Article 49. Under Article 49, the employer must try to minimize the bad effects of technological change on employees. It must give the union 60 days' notice of any change, and where a layoff is to occur, the employee must receive 90 days' notice. Article 49 also gives the union a way to address reassignment and retraining of workers. The LCBO wants Article 49 gone.

Shoes, floater days, and more....

As mentioned above, the employer's opening position at the bargaining table is rambling, unfocused, and vague. Some of the LCBO's proposals don't relate to the others. All they have in common is that they are takeaways.

From now on, the LCBO says, all new employees in Retail and Logistics will have to wear (and pay for) CSA-approved safety footwear. For new employees in Logistics, this amounts to \$125 less a year in income.

The LCBO wants to replace some statutory holidays (Easter Monday, Remembrance Day, and the Civic Holiday in August) with “floater” days. Maybe the idea is to avoid paying the statutory holiday overtime, but as with so many of the employer's statements, the intent is far from clear.

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The LCBO has made many proposals that seem to be aimed at reducing holiday pay and sick leave pay as well. But for the time being, details are lacking.

The LCBO wants to merge Warehouse Worker 3s and 4s into a single Warehouse Worker classification. Then it wants to increase the work week for Warehouse Clerks to 37.5 hours and put these Clerks in the same series as the Warehouse Workers. In Retail, the LCBO wants to reclassify A Store Assistants and B Store Assistants as “Assistant Managers.” What do these changes mean? We won’t know for sure until we get more details.

Many of the LCBO’s proposals for the next contract are aimed at one particular group but include an odd phrase: “Where applicable,

apply the same principles to casual, seasonal and part-time employees,” or “Where applicable, apply the same principles to seasonal employees.” The overall impression this creates is that the LCBO has simply not bothered to think these issues through.

“A lot of the things the LCBO put on the bargaining table are very alarming, but it’s not enough for us to be alarmed,” says union bargaining team chair Vanda Klumper. “We need to be determined, united, and angry enough to push this garbage off the table and move forward with our own agenda.

“We have a progressive agenda that will mean better lives for our members and stronger local economies in our communities,” she says. “I know we will all do what it takes to win.”

The union’s position

“We will be seeking to address chronic problems....”

“To begin, and for complete clarity, the Ontario Public Service Employees Union (OPSEU) is not the Ontario Liquor Boards Employees’ Union (OLBEU).”

So began the presentation to the employer by your elected representatives last week at the bargaining table.

“Based on our experience with this employer since 2005, it’s pretty clear that they are unaccustomed to collective bargaining in the 21st century,” said OPSEU Senior Negotiator Rob Field. “We thought it was a good idea to explain where we are coming from right from the start.”

As part of its presentation, the union team explained to the LCBO how the OPSEU membership elected the bargaining team and debated and voted on priorities to take to the bargaining table.

Those issues are spelled out in detail in the

union’s submission U-2, available on the OPSEU web site at www.opseu.org/lbed/collective.htm. (Click on the “Opening Positions” link.) Key goals for the union include:

- expanded job security protection, particularly against privatization;
- a stronger bargaining unit, with union work being done by union members, not agency stores, private warehouses, temp agency workers, IT consultants, in-store tasting reps, and the like;
- more and better full-time permanent and part-time permanent jobs;
- fixing a multi-tier wage structure that lets the employer exploit casuals and seasonals;
- minimum staffing levels and other health and safety protections;
- improved benefits, vacation time, and

early retirement options;

- recognition that workers can lead better lives through a minimum four-hour call-in, fair rules covering transfers, and compressed work week arrangements;
- proper pay and recognition for workers doing acting assignments; and
- recognition of the union's role in a healthy modern workplace.

"Make no mistake about it, this is new territory for the LCBO," says OPSEU bargaining team chair Vanda Klumper. "We have a lot of work to do to show them how a progressive employer relates to its employees.

"The LCBO has a great image with its customers, and it's because of our work," she says. "It's time to make the reality of our lives at work match the image the LCBO projects."



OPSEU bargaining team member Colleen MacLeod, Local 5107

More dates added for bargaining

More dates have been added to the schedule of contract talks between the LCBO and the OPSEU bargaining team for the Liquor Board Employees Division. Bargaining is now slated for **March 9-10, March 23-26, April 1-2, April 6-9, April 14-16, April 27-May 1, and May 4-8.**

More dates will be scheduled if necessary.

Meet your mobilizers!

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

- Guy Jeremschuck:** Local 162
- Dave Holmes:** Local 163
- Mike Robertson:** Local 164
- Mike Sullivan:** Local 165
- Bonnie Jolley:** Local 284
- Paula Sossi:** Local 285
- Deb Altoft:** Local 286
- Shawn Swayze:** Local 287
- Matt Savelli:** Local 287
- Frank Gullace:** Local 288
- Maria Bauer:** Locals 375, 376
- Doug Parks:** Locals 377, 378
- Eileen Allen:** Local 379
- Terri Taylor:** Locals 497, 498
- Devon Ford:** Locals 499, 4100
- Kevin Ramsay:** Locals 5107, 5110
- Roberto Ianni:** Locals 5108, 5111
- Craig Hadley:** Locals 5109, 5110, 5111
- Mellisa Jackson:** All Locals in OPSEU Region 6
- Anne Makela:** All Locals in Region 7

Your bargaining team

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

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

Stay informed

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

1. Attend upcoming **bargaining information meetings** (see listing on the OPSEU web site at www.opseu.org/lbed/collective.htm).

2. Receive this bargaining bulletin (and our regular newsletter, the *Echo*) directly by **e-mail**. Just call OPSEUdirect at 1-800-268-7376 or (416) 443-8888 and give the operator your name and e-mail address.

3. Bookmark the address at www.opseu.org/lbed/collective.htm on the **OPSEU website** to learn more about what's happening inside the Liquor Board Employees Division.



EAP Hotline: 1-800-263-1401

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

Your 2009 *Bargaining Bulletin* is authorized for distribution by:

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