

Collective Agreement
between
Nova Scotia Liquor Corporation
- and -
Nova Scotia Government & General
Employees Union
Local 470

April 1, 2015– March 31, 2021

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PREAMBLE

Whereas the parties hereto recognize the common dependence of the Corporation and its employees upon the welfare of the Corporation's business as a whole, and recognize further that a relationship of good will and mutual respect between the Corporation and the Union can contribute greatly to the maintenance and increase of that welfare the parties hereto have joined in the Agreement to promote and maintain harmonious relations between the Corporation and its employees covered by the Agreement to define wages and conditions of employment; to provide an amicable method of settlement of grievances or differences which may from time to time arise; to promote the mutual interests of the Corporation and its employees covered by this Agreement; and to provide for the carrying on of the Corporation's business by methods which will advance to the fullest extent possible the safety and welfare of the employees together with efficiency and economy of operation and service to customers. It is further recognized to be the duty of the parties hereto to cooperate both collectively and individually for the promotion of the aforesaid conditions.

NO DISCRIMINATION, HARASSMENT OR WORKPLACE VIOLENCE

The Employer and the Union agree that there shall be no discrimination, harassment or workplace violence against any employee on the basis of the prohibited grounds as set out in the *Human Rights Act* except as authorized under the *Human Rights Act*.

The Employer and the Union recognize the right of employees to work in an environment free of discrimination, harassment and workplace violence. As such, the parties agree that these behaviours are not condoned in the workplace and will work collaboratively to provide measures to address this through policy and procedures.

The parties also agree there shall be no discrimination against any employee with respect to membership or activity in the Union.

ARTICLE 1 – DEFINITIONS

- 1.1 "Employee" means a person who is employed on a probationary or regular basis in a job classification within the Bargaining Unit.
- 1.2 A "Regular Full-Time" employee (RFT) is one who has been hired or promoted to fill a position with the hours specified in Article 6, regularly scheduled on an indefinite basis. Retail RFT Store Clerks and Product Specialists, shall have rights pursuant to the body of this Collective Agreement. Distribution Centre RFT Warehouse Workers, including Maintenance Workers and Lead Hands, shall have rights pursuant to Appendix "C" Distribution Centre (Regular Full Time).

- 1.3 A "Regular Part-Time" employee (RPT) is one who has been hired or promoted to fill a position that is regularly scheduled on an indefinite basis for less than the weekly hours for Regular Full-Time employees. RPTs have rights pursuant to Appendix "A" Retail (Regular Part Time) and Appendix "D" Distribution Centre (Regular Part Time).

The number of regular part-time positions per store, shall be equal to the classification of the respective store. The Distribution Centre shall have seven (7) regular part-time positions.

- 1.4 A "Casual" employee is one who has been hired to fill a non-regular position. Casuals have rights pursuant to Appendix "B" Retail (Casual) and Appendix "E" Distribution Centre (Casual).
- 1.5 Where the singular tense is used it shall be read as including the plural tense.
- 1.6 "Employer" or "Corporation" means the Nova Scotia Liquor Corporation (NSLC).
- 1.7 "Union" means the Nova Scotia Government & General Employees Union (NSGEU).

ARTICLE 2 – RECOGNITION

- 2.1 The Corporation shall deal with the authorized representatives of the Union on behalf of regular full-time, regular part-time and casual (pursuant to Article 1.4) Corporation employees in the Bargaining Unit as described in Certification Order L.R.B. 939 or such further classification as may be mutually agreed upon.
- 2.2 The occupational classifications in the Bargaining Unit at the date of signing, are as follows:

Store Clerk	Maintenance Worker
Product Specialist	Maintenance Worker II
Warehouse Worker	Lead Hand - Warehouse
	Lead Hand – Maintenance

ARTICLE 3 - NO STRIKE/LOCKOUT

- 3.1 During the term of this Agreement,
- i. there shall not be any slow down or stoppage of work for any reason by the employees or the Union;

- ii. the Corporation shall not lock out its employees;
- iii. nothing in the Article shall be construed to conflict with the *Trade Union Act, (Nova Scotia)*.

ARTICLE 4 - UNION MEMBERSHIP AND ACTIVITIES

- 4.1 The Corporation agrees to acquaint new employees with the fact that a Collective Agreement is in effect; and to introduce new employees to their supervisor and shop steward so that they can be advised of the terms and conditions set out in the Agreement.
- 4.2 The Corporation agrees that it will deduct from the earnings of all employees following completion of their first (1st) month of employment and remit to the Union an amount equivalent to the regular monthly union dues. Such deductions will be made from the first (1st) pay in the calendar month following the completion of the first (1st) month of employment. The Corporation will, at the time of making each remittance to the Union, specify the employees from whose pay such deductions have been made.
- 4.3 The Corporation or any of its supervisory employees shall not, in any way, attempt to persuade any employee to refrain from becoming an officer or representative of the Union or from exercising their lawful rights as a member of the Union.
- 4.4 The Union, its members or its agents shall not, during their working hours or on Corporation premises, conduct Union activities except as herein provided.
- 4.5 The Corporation shall pay to no more than five (5) employees designated as representatives of the Union, time lost, up to four (4) days, (a combined total of twenty (20) days), during a twelve (12) month period, when dealing with problems (other than grievances) which from time to time may arise between the Corporation and the Union or employees. Each twelve (12) month period shall begin on the anniversary of the effective date of this Agreement. All requests for leave to be in writing.
- 4.6 Where operational requirements permit, and on reasonable notice, leave without pay and without loss of seniority may be granted to employees who are elected as officials or delegates of the Union to attend to meetings or functions in their official capacity. Such permission will not be unreasonably withheld, however, the Employer reserves the right to restrict the use of such leaves of absence should requests for leave become too frequent. All requests for leave to be in writing.
- 4.7 The Employer will continue the salary of an employee who is granted leave without pay in accordance with Article 4.6 and will bill the Union for the employee's salary.

- 4.8 The Corporation shall pay to employees designated as members of the Union's Negotiating Committee time lost, up to a total of sixty (60) days, for the attendance at negotiation sessions with the Employer during the negotiation of a new Agreement. The Union may determine the number of employees on its Negotiating Committee. Application for leave to attend contract negotiations should be made to the immediate supervisor seven (7) days prior to the meeting. All requests for leave to be in writing. Any additional time off will be approved by the Employer and reimbursed by the Union.
- 4.9 The Union shall notify the Employer in writing of the names, including the department or store wherein the employee is employed, of the member of the Boards of Directors and Bargaining Unit Negotiating Committee.
- 4.10 Every thirty-six (36) months, where operational requirements permit, and on reasonable notice, the Corporation shall grant special leave with pay for up to a total of four (4) days each to a maximum of seven (7) employees who are elected as registered delegates to attend the NSGEU Convention.
- 4.11 a) The Employer, provided not less than fourteen (14) days' notice has been given, in writing, shall grant to an employee who has been appointed or elected to a position in the Union, or to a central labour organization to which it is affiliated, on a full-time basis, special leave, for a period of up to twelve (12) months or the remaining duration of this Agreement, whichever is greater, without pay.
- b) Leave of absence for an employee who becomes the full-time President of the Nova Scotia Government & General Employees Union shall be granted in accordance with Article 4.15
- 4.12 The Employer acknowledges the right of the Union to appoint employees as stewards.
- 4.13 a) The Corporation and the Union will agree on the number of stewards, taking into account both operational and geographical considerations. There shall be no more than one (1) steward per store.
- b) The Union agrees to provide the Corporation with a list of the employees designated as stewards for each jurisdictional area.
- 4.14 The Corporation agrees that where operational requirements permit and on reasonable notice the Employer shall grant time off with pay to designated employees to attend meetings of the Labour Management, Occupational Health & Safety and Benefit Committees.

4.15 Leave of Absence for Full-Time Union President

The parties agree that the following shall apply to a Bargaining Unit employee who is elected or appointed as the full-time President of the Union:

- a) An employee who declares their intention to offer for the position of President of the Union shall notify the Corporation as soon as possible after declaring their intention to seek the office of President.
- b) An employee elected or appointed as President of the Union shall be given a leave of absence without pay for the term they are to serve up to a maximum of three (3) years.
- c) Notwithstanding b), a leave of absence for a second (2nd) and subsequent consecutive terms shall be granted where operational requirements permit.
- d) For the purpose of b) and c), the leave of absence shall commence on July 1st and end on June 30th.
- e) All benefits of the employee shall continue in effect while the employee is serving as President, and, for such purposes, the employee shall be deemed to be in the employ of the Corporation.
- f) Notwithstanding b) and e), the gross salary of the President shall be determined by the Union and paid to the President by the Corporation, and the amount of this gross salary shall be reimbursed to the Corporation by the Union.
- g) Upon expiration of their term of office, the employee shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the employee and the Corporation, at a salary level commensurate with the position previously held.
- h) Notwithstanding b) or any provision of the Collective Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service and employment with the Corporation for all purposes.
- i) Notwithstanding the provisions of the Collective Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the employee returns from leave of absence.
- j) The Union shall reimburse to the Corporation the Corporation's share of contributions for U.I.C. premiums, Canada Pension Plan, Superannuation and group insurance premiums made on behalf of the employee during the period of leave of absence.

ARTICLE 5 - RIGHTS OF MANAGEMENT

- 5.1 This Agreement shall not affect the operation of the Corporation; the Union recognizes the Corporation's rights except where they are modified by the Collective Agreement to:
- a) manage the facilities and any enterprise in which the Corporation is engaged;
 - b) direct, hire, promote, transfer employees;
 - c) suspend, discipline, layoff, demote, dismiss or retire its employees for just cause;
 - d) assign employees and determine the number and classification of employees required to perform the work that the Corporation is engaged in;
 - e) enforce safety and other regulations made by the Corporation;
 - f) generally retain all rights with respect to the operation of the Corporation's business except to the extent that such rights have been modified by the Collective Agreement.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

- 6.1 a) Staff schedules shall be made by management, in consultation with staff and with the approval of the Regional Manager. Schedules for full-time employees may be created in a combination of eight (8), ten (10) and twelve (12)-hour shifts (exclusive of meal breaks) based on the operational needs of the work location.
- b) For full-time employees, such schedules shall result in an average of forty (40) hours per week through the length of the shift rotation. Any changes in the above hours of work shall be subject to joint agreement between the Corporation and the Union.
- 6.2 Employees appointed to full-time positions prior to October 3, 2005;
- a) may voluntarily participate in ten (10) or twelve (12) hour shifts if the manager makes such shifts available and shall be eligible for every other weekend off ("weekend" for this purpose means Saturday and Sunday). Employees shall be advised of the proposed shift schedule in advance of making their decision. Once electing to participate in ten (10) and twelve (12) hour shifts, such election shall be in effect until it is mutually agreed upon to discontinue, or;

- b) otherwise, will be scheduled five (5) eight (8) hour shifts per week and shall be eligible for every other weekend off ("weekend" for someone on eight (8) hour shifts means Saturday, Sunday and Monday).

6.3 Employees appointed to full-time positions on or after October 3, 2005:

- a) shall automatically participate in the schedule of eight (8), ten (10) or twelve (12) hours shifts as provided by management.
- b) If scheduled on ten (10) or twelve (12) hour shifts they shall be scheduled so as eligible to have every third (3rd) weekend off. After thirty-six (36) months employees shall be eligible to have every second (2nd) weekend off ("weekend" for this purpose means Saturday and Sunday).
- c) Five (5) eight (8) hour shift employees shall be eligible for every second weekend off after thirty-six (36) months ("weekend" for someone on eight (8) hours shifts means Saturday, Sunday and Monday).

6.4 Schedules will adhere to the following principles:

- a) There shall be no split shifting of full-time employees.
- b) Overtime shall be payable for work performed in excess of the scheduled hours per day.
- c) Vacation shall be taken on a pro-rated basis. Vacation leave is to be converted to hours.
- d) Special leave and sick leave shall be converted to hours.

e) Breaks

- i. For schedules of eight (8) hour shifts, there will be one (1) unpaid meal break per shift. In addition, there shall be two (2) fifteen (15) minute paid breaks.
- ii. For schedules of ten (10) and twelve (12) hour shifts there will be one (1) unpaid meal break. In addition, there shall be two (2) paid fifteen (15) minute breaks for a ten (10) hour shift and three (3) paid fifteen (15) minute breaks for a twelve (12) hour shift.
- f) Shift schedules shall average forty (40) hours per week over the period of the shift rotation. Pay will be averaged over the period of the shift rotation to provide consistent bi-weekly pay.

6.5 a) The Corporation shall schedule the hours of work for employees at least four (4) weeks in advance. Work schedules will be prominently displayed

but may be subject to change for operational reasons. An employee who is required to work on their scheduled day off because of an operational change shall be paid at two (2) times their basic hourly rate for all hours worked.

- b) If shift schedules are changed those employees participating in ten (10) or twelve (12) hour shifts on a voluntary basis have the opportunity to opt out effective at the start of the revised shift schedule.

6.6 "Overtime" shall mean overtime authorized by an employee's immediate supervisor. Work performed in excess of scheduled hours per day, or per scheduled rotation shall be recognized as overtime. Employees shall be paid for such overtime as follows:

- a) at one and one-half (1 ½) times the employee's basic hourly rate of pay for overtime worked up to three (3) hours per day;
- b) at two (2) times the employee's basic hourly rate of pay for all overtime worked if the overtime worked exceeds three (3) hours per day or more, and for all overtime worked on Saturdays or an employee's normally scheduled day off.
- c) at two and one-half (2 ½) times the employee's basic hourly rate of pay for all work performed on holidays and on Sundays, except as provided in Article 7.3.
- d) Compensation for overtime shall be paid, in the pay period in which it is earned except where, upon the request of the employee and with the approval of the Corporation, overtime may be granted in the form of time off in lieu of overtime hours worked. Time off shall be at the applicable rate of overtime worked. Time off in lieu shall be taken in the fiscal year (April 1-March 31) in which it is earned unless the time is extended by the Corporation upon the request of the employee, such request not to be unreasonably denied.

6.7 An employee's basic hourly rate of pay shall be as set out in Schedule A. Overtime will be calculated to the nearest one-half (½) hour:

Overtime of one (1) hour and fifteen (15) minutes calculated as one (1) hour overtime. Overtime of one (1) hour and sixteen (16) minutes calculated as one and one-half (1½) hours overtime.

6.8 "Call Out" shall mean the recall to work of an employee after they have left the Corporation premises. Where an employee is called out to work, overtime rates as specified in Article 6.6 shall apply provided however that no employee who is called out shall receive less than four (4) hours pay at one and one-half (1½) times their basic hourly rate.

- 6.9 An employee who is required to work during a regularly scheduled meal period shall be allowed one-half (½) hour off work and shall be paid at a rate of one and one-half (1½) times their basic hourly rate for the balance of the meal period and, in addition, shall be paid a meal allowance of twelve dollars (\$12.00). Meal allowances shall be paid in advance.
- 6.10 Shift differential shall not be paid when in receipt of overtime pay.
- 6.11 Where overtime following the completion of the regular shift exceeds one and one-half (1½) hour, the employee shall be provided with a meal allowance in accordance with Article 6.9.
- 6.12 Overtime hours will be assigned within each work location in order of seniority to employees who are at the work location when the work becomes available, in the following manner; first to the regular full-time employees, then to regular part-time employees and lastly to casual employees. Any remaining overtime will be offered in the same order to employees not working when the work becomes available.

ARTICLE 7 – HOLIDAYS

Employees shall be paid their regular salary for the following designated holidays:

New Year's Day	Labour Day
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

and any other day except Sunday, which is declared a holiday by Federal, Provincial or Municipal authority.

If any of the above holidays fall on a Sunday, the holiday shall be observed on the following Monday, and in the event of Christmas Day and Boxing Day falling on a Sunday and Monday respectively, the holidays shall be observed on the following Monday and Tuesday. In addition to the above mentioned holidays, each employee will be entitled to one (1) additional holiday with pay each calendar year as follows:

- a) in a municipality where a civic holiday is proclaimed by local authority and the Corporation decides to close its stores, that day shall constitute the holiday;

- b) where no such civic holiday is declared or the Corporation does not close its stores on such holiday, the employee shall be granted a holiday with pay at a time determined by the employee and the manager.
- 7.2 a) If any of the above holidays fall on an employee's day off, they will be paid for the holiday at their basic hourly rate.
- b) The regular scheduled hours for the day off can either be paid to the employee at the employee's basic hourly rate or they will be entitled to a day off in lieu on a day determined by the employee and the manager.
- 7.3 In the event an employee is required to work on a holiday the following shall apply:
- a) Victoria Day and Easter Monday
- i. On Victoria Day and/or Easter Monday, the day shall be considered a regular day of work.
- ii. Employees shall be paid at straight time for all hours worked (up to scheduled hours) and will be entitled to a floater holiday to be taken at a time to be determined by the employee and their manager.
- iii. Employee who is off on their regularly scheduled day off will be entitled to compensation as described in Article 7.2.
- b) All Other Holidays
- For all holidays other than Victoria Day and Easter Monday, work on a holiday shall be compensated at two and one-half (2½) times the employee's basic hourly rate for all hours worked.

ARTICLE 8 - VACATION LEAVE

- 8.1 Employees shall be entitled to receive vacation leave with pay as follows:
- a) during the first sixty (60) months of service (1 - 5 years), at the rate of 1.25 days for each completed month of service to a total of fifteen (15) working days per year;
- b) after the first sixty (60) months of service (6 – 8 years), the rate of 1.33 days for each completed month of service to a total of sixteen (16) working days per year;

- c) after the first ninety-six (96) months of service (9 - 13 years), at the rate of 1.75 working days for each completed month of service to a total of twenty-one (21) working days per year;
 - d) after the first one hundred and fifty-six (156) months of service (14 - 17 years), at the rate of 1.83 days for each completed month of service to a total of twenty-two (22) working days per year.
 - e) after the first two-hundred and four (204) months of service (18 - 25 years), at the rate of 2.25 days for each completed month of service to a total of twenty-seven (27) working days per year.
 - f) after the first three hundred (300) months of service (26-27 years), at the rate of 2.5 working days for each completed month of service to a total of thirty (30) working days per year.
 - g) after the first three hundred and twenty-four (324) months of service (28 years) at the rate of 2.75 days for each completed month of service to a total of thirty-three (33) working days per year.
- 8.2 For the purposes of Article 8.1 only, service for regular full-time employees includes service as a Regular Part-Time employee (RPT) or Casual with Benefits employee (CWB) as follows:

Less than four (4) years of RPT/CWB service will not be recognized towards the calculation of service for the purposes of Article 8.1.

Four (4) years or more of RPT/CWB service will be recognized at twenty-five percent (25%) per year towards the calculation of service for the purposes of Article 8.1.

The following example is provided for clarity:

A full-time employee with combined RPT/CWB service of 9 years will be credited with an additional 2.25 years of service toward the calculation of vacation as per Article 8.1

- 8.3
- a) Employees who are entitled to three (3) weeks' vacation or less shall take a minimum of two (2) weeks during the period of June to August inclusive and the remaining vacation at a time suitable to the employee and the Corporation outside of this period.
 - b) Employees who are entitled to four (4) weeks or more vacation shall take three (3) weeks during the period of June to August inclusive, and the remaining vacation at a time suitable to the employee and the Corporation outside of this period.

- c) The choice of vacation period will be governed by seniority within the work location. Requests for vacation shall be submitted by March 31st. Requests submitted within the timeframe will be governed by seniority. Requests submitted outside of the timeframe will be granted in the order in which they are requested. Full time employees will be given preference in the scheduling of vacation leaves.
 - d) The number of employees permitted to take vacations at the same time at any one of the Corporation business locations during the above periods shall be decided by the Corporation.
 - e) It is understood that in the key retail period of December the Employer may choose to not grant any vacation.
 - f) Vacation leave for a period of not more than five (5) days may, with the consent of the Corporation, be carried over to the following calendar year but shall lapse if not used before the close of that calendar year unless approval pursuant to Article 8.5 has been obtained.
- 8.4 Vacation leave entitlement shall be used within the calendar year in which it is earned.
- 8.5 a) An employee, with the approval of the Corporation, may be granted permission to carry over five (5) days of their vacation leave each year to a maximum of twenty-five (25) days if, in the opinion of the Corporation, it will not interfere with the efficient operation of the Corporation.
- b) An employee who has reached the maximum accumulation of twenty-five (25) days in their vacation bank shall be entitled to a payout of five (5) days' vacation annually upon request, such payout to be granted in a block of five (5) days.
- 8.6 The vacation leave approved pursuant to Article 8.5 shall be used within five (5) years subsequent to the date on which it is approved and shall lapse if not used within the period unless the time is extended by the Corporation.
- 8.7 With the approval of the Corporation, an employee who has been employed by the Corporation for a period of five (5) or more years may be advanced five (5) days from vacation leave of the subsequent year.
- 8.8 An employee, upon their separation from the Corporation, shall be compensated for vacation leave to which they are entitled or shall compensate the Corporation for vacation leave which they have taken but which has not been earned.
- 8.9 Vacation schedules for each calendar year will be posted by March 31st in that year. Once posted, vacation schedules will not normally change.

- 8.10 If an employee is transferred after their vacation has been scheduled by the Corporation, the employee's vacation schedule will not be affected by the transfer.
- 8.11 Employees are entitled to select their vacation period(s) based on their service with the Corporation. For this subsection only, service shall mean an employee's total years of continuous employment with the Corporation, and does not include time worked as a casual employee not in the Bargaining Unit.

ARTICLE 9 - BEREAVEMENT LEAVE

- 9.1 If a death occurs in the immediate family of an employee, they shall be excused from work immediately and be granted five (5) consecutive working days off (such leave not to exceed seven (7) calendar days) with pay following the day of the death for the purpose of attending the funeral and other related matters of the deceased relative. For greater clarity, a working day is a day in which the employee has been scheduled to work.
- 9.2 For the purposes of this Article, family shall mean spouse, or common law spouse, child, parent or legally designated guardian, grandparent, grandchild, sibling, including in-laws and step relatives of the same degree. The employee's niece, nephew, aunt or uncle shall also be considered a member of the family if such niece, nephew, aunt or uncle is permanently residing in the employee's household.
- 9.3 The Corporation may require such proof of eligibility as they deem reasonable for the bereavement leave granted to an employee.
- 9.4 Bereavement leave may be extended without pay at the discretion of the Vice President-Human Resources upon application by the employee.
- 9.5 Leave to the extent of up to eight (8) hours shall be granted with pay for attending the funeral of the employee's or spouse's niece, nephew, aunt or uncle.
- 9.6 If a death occurs in the immediate family of an employee while the employee is on vacation, the employee shall be granted bereavement leave in accordance with this Article and the appropriate number of days will be credited to their vacation credits.
- 9.7 An employee may defer a portion of their bereavement leave for the purpose of attending a memorial service or burial service held subsequent to the death of the relative. The employee shall notify their immediate supervisor of their intention to defer a portion of their bereavement leave upon becoming aware of the need to do so.

ARTICLE 10 - SICK LEAVE

10.1 "Sick Leave" means leave granted to an employee who is absent from duty by reason of mental or physical incapacity, or for consulting with a doctor or dentist. Employees will make a reasonable effort to arrange medical or dental appointments outside of scheduled working hours.

10.2 An employee shall be granted two and one twelfth (2 1/12) days sick leave with pay for each month of active service. An employee shall be entitled to accumulate sick leave up to a maximum of three hundred (300) days.

For the purposes of this Article, active service means service excluding sick leave, WCB, long-term disability, suspension or any unpaid leave.

10.3 If an employee becomes ill during a period of vacation and the illness is for a period of three (3) or more consecutive days, and such illness is supported by Form A-27 "Application for Sick Leave" from a legally qualified medical practitioner, the employee shall be granted sick leave and their vacation credit restored to the extent of the sick leave.

10.4 The pay of an employee who is in receipt of compensation from the Worker's Compensation Board of Nova Scotia arising from the same incapacity for which sick leave or special leave is granted shall be reduced by the amount paid to that employee by the Worker's Compensation Board.

10.5 The Corporation may require an employee to submit to the Corporation Form A-27 for any illness over three (3) days duration.

10.6 The Corporation reserves the right to have employees medically examined to determine their suitability to carry out the duties required by their job description. For this purpose, the Corporation may require the completion of a Form A-27 for the confidential review by the Corporation's Medical Consultant. The Corporation will make every effort to find alternative employment within its operation for employees who are medically unfit for their current job.

10.7 The Corporation may require the completion of Form A-27, for periods of three (3) days or less as it considers it necessary if it appears that employees are abusing their sick leave entitlement. A copy of the notice that a Form A-27 is required will be sent to the Union.

10.8 If it is necessary to report off sick, the employee shall notify their immediate supervisor as soon as possible and where shift schedules permit, no later than one (1) hour prior to the employee's normal starting time unless injury or illness prevents the employee from doing so.

10.9 Employees who are actively being treated for alcohol, drug or gambling dependencies are entitled to use sick leave for this purpose. The Corporation

may require supporting documentation identifying that treatment is being administered regularly and that the employee is actively participating.

ARTICLE 11 – LEAVES OF ABSENCE

11.1 Special Leave

The Vice President shall grant up to five (5) days special leave with pay per year to employees as follows:

- a) conveying a family member to a doctor;
- b) having to stay at home to administer to a family member for health reasons
- c) attending to any emergency at home such as fire, flood or theft;
- d) attending wedding or graduation from grade twelve (12) High School and beyond of any family member;
- e) change of residence;
- f) attending employee's own wedding;
- g) executive officers of clubs or fraternal organizations who are obligated to participate formally in funeral services for members;
- h) for legal and financial counsel.

Special leave under d), e), f) and g) shall only be granted if the employee's immediate supervisor is given forty-eight (48) hours' notice and the operation of any part of their division is not reduced to a point where they cannot carry out the operations they are responsible for.

- 11.2 The Vice President may grant up to two (2) days special leave without pay for urgent matters which cannot be scheduled outside the employee's regular working hours. Such leave shall only be granted if the employee's immediate supervisor is given forty-eight (48) hours' notice, provided the operation of any part of the division is not affected.

11.3 Leave for Birth or Adoption of a Child

The Vice President – Operations shall grant two (2) days leave with pay per year to an employee when the employee's spouse gives birth or if a child or children is placed in the employee's home for adoption and parental leave is not immediately taken by the employee.

11.4 Leave of Absence for Jury or Witness Duty

The Corporation will pay to an employee who is required to serve on a jury, or who is subpoenaed to appear as a witness in a criminal or civil trial in a Court of Law, their regular earnings for the time missed, provided that they furnish the Corporation with a certificate of service. No such payment will be made in a case where the employee is a party to the proceedings.

- a) Where at the request of the Corporation an employee, as a result of the functions they fulfill on behalf of the Employer, is required to appear as a witness in a criminal trial, civil trial or before an arbitrator on a day other than a regularly scheduled work day, they shall be granted another day of rest or vacation day.
- b) Any employee given leave of absence with pay to serve on a jury shall have deducted from their salary an amount equal to the amount that the employee receives for such jury duty.

11.5 Prepaid Leave

Regular full time employees will be entitled to take a leave of absence financed through a salary deferral arrangement in accordance with the provisions of the Prepaid Leave Plan set out in the Letter of Understanding between the Union and Employer.

11.6 Leave of Absence for Political Office

Leave of absence for political office shall be granted in accordance with the *Civil Service Act* of Nova Scotia.

11.7 Emotional Assistance Leave

Employees directly involved in a robbery, attempted robbery or other traumatic event in their workplace, may be granted a paid leave of up to five (5) working days as may be determined by the Employer on an individual basis. A physician's statement may be required.

11.8 Storm Leave

- a) In the event of inclement weather, NSLC locations will normally continue to operate but in exceptional circumstances, operations may be suspended. If the locations are closed, employees will be compensated at their regular rate of pay for all hours scheduled during the closure.
- b) If employees cannot travel to work, are going to be late for work, or must leave early as a result of the weather, they must advise their supervisor. Missed time can be made up (if operationally feasible) or taken as time off (using vacation, other banked time or unpaid leave).

11.9 Domestic Violence Leave

- a) Employees or employees who have children under eighteen (18) who are experiencing domestic violence, shall be entitled to a ten (10) day leave of absence to attend to matters directly related to the domestic violence. Such time may be taken continuously or intermittently in days or hours, as needed. Upon request, up to five (5) days per year, shall be paid by the Employer.
- b) Employees or employees who have children under eighteen (18) who are experiencing domestic violence, shall be entitled to a sixteen (16) week continuous unpaid leave of absence.
- c) Such employees shall be returned to their regular position at the end of their leave.
- d) The employee will provide as much notice as reasonably possibly of the leave. The Employer may require proof of eligibility for the leave.
- e) To be eligible for this leave, employees must be employed for greater than three (3) months.
- f) The Employer will make every reasonable effort to protect the confidentiality of employees experiencing domestic violence.

11.10 Pregnancy and Parental Leaves and Allowances

- a) The Corporation may require reasonable supporting documentation specifying the expected date of delivery.
- b) No employee shall be laid off, terminated or otherwise adversely affected in their employment because of pregnancy or while on pregnancy or parental leave.
- c) When an employee returns to work from a period of leave, the employee will resume work in the same or comparable position they held prior to the commencement of the leave.
- d) During a period of leave the calculation of vacation entitlement is as follows:
 - i. In a year in which an employee is on a leave, the period is not counted as a month of service for the purpose of calculating vacation entitlement for that year, except for partial months.
 - ii. Notwithstanding i. above, if the leave of absence commences on or after the fifteenth (15th) of the month, or ends before the fifteenth (15th) of the month, such month shall be counted as a month of service for the purpose of calculating vacation entitlement in that year.

- iii. The period of leave shall count as service for the purpose of determining the rate at which annual vacation entitlement is earned.
 - e) While an employee is on leave the Corporation shall allow the employee to maintain group plan benefits and pension. The employee will pay the entire cost of group plan premiums and the employee portion of the pension contributions during the period of the leave. These employee contributions may be deducted from the Supplementary Benefit payments made by the Corporation for up to a maximum of seventeen (17) weeks.
- (A) Pregnancy Leave
- a) A pregnant employee can take up to seventy-eight (78) weeks' total leave (sixteen (16) pregnancy and sixty-two (62) parental). The length of the leave should, where possible, be determined at the time of application.
 - b) If an employee is taking both pregnancy and parental leave the employee must take them consecutively without returning to work between the two leaves.
 - c) An employee who becomes pregnant, shall, upon request, be granted an unpaid leave of absence of up to sixteen (16) weeks as provided herein.
 - d) By no later than the fifth (5th) month of pregnancy, the employee shall submit to the Corporation, a written request for pregnancy leave.
 - e) Pregnancy leave shall begin on such date, not sooner than fifteen (15) weeks preceding the expected date of delivery, as the employee determines, and not later than the date of delivery.
 - f) Pregnancy leave shall end on such date not sooner than one (1) week after the date of delivery and not later than sixteen (16) weeks after the pregnancy leave began.
 - g) The Corporation may require an employee to commence a leave of absence at the time at which the duties of their position cannot reasonably be performed by a pregnant employee or the performance of the Corporation's work is materially affected by the pregnancy unless the Employer can reasonably modify the employee's duties for the period required or temporarily re-assign the employee to alternate duties. The Union shall support any modification of duties or temporary assignment as provided in this provision.
 - h) Leave for illness of an employee arising out of or associated with their pregnancy prior to the commencement of, or the ending of pregnancy

leave granted in accordance with this Article, may be granted in accordance with the provisions of the Sick Leave Article.

(B) Pregnancy Leave Allowance

- a) A full-time employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Corporation with proof that they have applied for and is eligible to receive employment insurance (EI) benefits pursuant to the *Employment Insurance Act 1996*, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit (S.U.B) Plan.
- b) In respect to the period of pregnancy leave, payments made according to the S.U.B. plan will consist of the following:
 - i. Where the employee is subject to a waiting period before receiving Benefits, payments equivalent to seventy-five percent (75%) of their weekly rate of pay for the waiting period, less any other earnings received by the employee during the benefit period. Employees must request from EI that their waiting period not be waived in order to receive this benefit.
 - ii. Up to a maximum of fifteen (15) additional weeks payments equivalent to the difference between the weekly EI Benefits the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI Benefits to which the employee would have been eligible if no other earnings had been received during the period.
 - iii. For the purposes of this allowance, an employee's weekly rate of pay is the one to which the employee is entitled for their classification on the day immediately preceding the commencement of their pregnancy leave.
- c) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.U.B. Plan will be adjusted accordingly.
- d) The Corporation will not reimburse the employee for any amount they are required to remit to Service Canada where their annual income exceeds one and a half (1½) times the maximum yearly earnings under the *Employment Insurance Act*.
- e) If the Corporation determines that any benefit paid under the plan should not have been paid or should have been paid in a lesser amount, the amount of overpayment will be recovered from any subsequent benefit

payable under the plan, or by making a deduction from any future monies payable by the Corporation to the employee.

- f) Total benefits (including the S.U.B. payment by the Corporation) are not payable for any period in which the employee is disqualified or disentitled from receipt of benefits under the *Employment Insurance Act* as determined by Service Canada. Benefits are not payable if:
- i. the employee has been dismissed or suspended without pay;
 - ii. the employee has terminated their employment through resignation;
 - iii. an application is made during a period when the employee is currently on strike, participating in picketing or concerted work interruption;
 - iv. the employee is on an approved leave of absence without pay;
 - v. the employee is receiving insurance benefits under the Corporation's long term disability plan.

(C) Parental Leave Following Pregnancy Leave

A pregnant employee who has become a parent of one or more children through the birth of a child or children is entitled to a leave of absence without pay for a period not to exceed sixty-two (62) weeks. Of which one week shall be eligible for parental leave allowance, pursuant to 11.7 (B) b) ii.

(D) Parental Leave for Non-Birthing Parents

a) An employee who has become a parent of one or more children through birth or adoption is entitled to a leave of absence without pay for a period not to exceed seventy-eight (78) weeks upon giving the Corporation six (6) weeks' notice in writing of the date that the employee will begin the leave and the date that the employee will return to work. The length of the leave should, where possible, be determined at the time of application.

b) Parental leave other than in (C) above;

- i. shall begin on a date coinciding with or after the birth of the child or children or the date the child or children are placed in the employee's home; and
- ii. shall end not later than seventy-eight (78) weeks after the birth of the child or children, or after the date the child or children first arrive in the Employee's home, whichever is earlier; as determined by the employee.

(E) Parental Leave Allowance

- a) A full time employee entitled to parental or adoption leave under the provisions of this Agreement in (D) above, who provides the Employer with proof that they have applied for and are eligible to receive employment insurance (EI) benefits pursuant to the *Employment Insurance Act 1996*, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan.
- b) In respect to the period of parental leave, payments made according to the S.U.B. plan will consist of the following:
 - i. Where the employee is subject to a waiting period before receiving EI Benefits, payments equivalent to seventy-five percent (75%) of their weekly rate of pay for the waiting period, less any other earnings received by the employee during the benefit period. The employee must request from EI that their waiting period not be waived in order to receive this benefit;
 - ii. Up to a maximum of eleven (11) additional weeks, payments equivalent to the difference between the weekly EI Benefits the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the Benefits to which the employee would have been eligible if no other earnings had been received during the period.
 - iii. For the purposes of this allowance, an employee's weekly rate of pay is the one to which the employee is entitled for their classification on the day immediately preceding the commencement of their parental leave.
- c) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.U.B. Plan will be adjusted accordingly.
- d) The Corporation will not reimburse the employee for any amount they are required to remit to Service Canada where their annual income exceeds one and a half (1½) times the maximum yearly earnings under the *Employment Insurance Act*.
- e) If the Corporation determines that any benefit paid under the plan should not have been paid or should have been paid in a lesser amount, the amount of overpayment will be recovered from any subsequent benefit payable under the plan, or by making a deduction from any future monies payable by the Corporation to the employee.

- f) Total benefits (including the S.U.B payment by the Corporation) are not payable for any period in which the employee is disqualified or disentitled from receipt of benefits under the *Employment Insurance Act* as determined by the Service Canada. Benefits are not payable if:
- i. the employee has been dismissed or suspended without pay;
 - ii. the employee has terminated their employment through resignation;
 - iii. an application is made during a period when the employee is currently on strike, participating in picketing or concerted work interruption;
 - iv. the employee is on an approved leave of absence without pay;
 - v. the employee is receiving insurance benefits under the Corporation's long term disability plan.

11.11 Other Leaves of Absences

- a) The following leaves of absence will be granted in accordance with Nova Scotia Labour Standards.
- i. Reservists Leave
 - ii. Compassionate Care Leave
 - i. Critically Ill Child Care Leave
 - iv. Critically Ill Adult Care Leave
 - v. Crime Related Death or Disappearance Leave
 - vi. Emergency Leave
 - vii. Citizen Ceremony Leave
- b) The parties agree to discuss any changes to the leaves provided for under Nova Scotia Labour Standards, with the intention of updating leaves, while protecting the provided for entitlements, as of the date of signing of each Collective Agreement.
- c) The Corporation may require reasonable supporting documentation for all leaves under this Article.
- d) No employee shall be laid-off, terminated or otherwise adversely affected in their employment while on any approved leave covered under this provision.
- e) When an employee returns to work from a period of leave under this provision, they will resume work in the same or a comparable position they held prior to the commencement of the leave.

- f) During a period of leave the calculation of vacation entitlement is as follows:
- i. In a year in which an employee is on a leave, the period is not counted as a month of service for the purpose of calculating vacation entitlement for that year, except for partial months.
 - ii. Notwithstanding i. above, if the leave of absence commences on or after the 15th of the month, or ends before the 15th of the month, such month shall be counted as a month of service for the purpose of calculating vacation entitlement in that year.
 - iii. The period of leave shall count as service for the purpose of determining the rate at which annual vacation entitlement is earned.
- g) While an employee is on a leave pursuant to this Article, the Corporation shall allow the employee to maintain group plan benefits and pension. The employee will pay the entire cost of group plan premiums and pension contributions during the period of the leave.

ARTICLE 12 – PENSION

- 12.1 All employees in the classifications covered by this Agreement shall, as a condition of employment, participate in the Superannuation Plan in force in the Corporation. All benefits, privileges and rights to pension will be in accordance with the provisions of the *Public Service Superannuation Act*.

ARTICLE 13 - PUBLIC SERVICE AWARD

- 13.1 a) An employee who retires (that is, one who ceases employment with NSLC and is immediately eligible for and immediately accepts a pension pursuant to the *Public Service Superannuation Act*) shall be granted a Public Service Award.
- b) The amount of Public Service Award provided under Article 13.1 a) shall be calculated by multiplying the equivalent of one week's pay (annual salary / 52) times the number of years of full time service prorated to account for partial years.
- 13.2 The number of years of full time service in Article 13.1 b) above shall be based on the period of NSLC service credited under the *Public Service Superannuation Act*.
- 13.3 Where an employee dies and would have been entitled to receive a Public Service Award if they had retired from the service of the Corporation immediately before their death, the Public Service Award to which they would

have been entitled shall be paid to the employee's beneficiary identified in the NSLC group life insurance plan, or to the employee's estate if no such beneficiary is identified.

13.4 Public Services Sustainability (2015) Act

- a) Notwithstanding the above, the *Public Services Sustainability (2015) Act* requires the Employer to freeze the years of service used to calculate the amount of the Public Service Award, which shall be the years up to March 31, 2015.
- b) Employees will have the option to obtain an early payout of their Public Service Award accrued up to March 31, 2015, or receive payout on death or retirement in accordance with the provisions of the Collective Agreement which applied to them as of March 31, 2015. If employees receive an early payout, the salary used to calculate the amount of the Public Service Award shall be the salary at the date of signing of this Collective Agreement. Otherwise, the salary will be based on the salary the employee is receiving at retirement or death. Employees who wish to choose an early payout must opt to do so, in writing to the Employer, no later than one month after the Employer sends them notice of their eligibility for an early payout.

ARTICLE 14 - TERMINATION OF EMPLOYMENT

- 14.1 An employee who is absent from their employment without permission for eight (8) consecutive days shall be deemed to have resigned their position effective the first day of their absence.
 - a) The employee may be reinstated if they establish to the satisfaction of the Employer that the absence arose from a cause beyond their control and it was not possible for the employee to notify the Corporation of the reason for the absence.
- 14.2 A regular employee shall not be terminated except for just cause.
- 14.3 A new employee on probation may be terminated before completion of the probationary period.
- 14.4 An employee shall have the right to have their steward or other Union official present at any disciplinary meeting with the Corporation, provided the steward or Union official is readily available.

ARTICLE 15 - GRIEVANCE PROCEDURE

- 15.1 A grievance is defined to be a controversy between the Corporation on the one hand and the Union, or employee, or employees, on the other hand;

which controversy must pertain to any of the matters listed below; and which, where applicable, has not been satisfactorily resolved between the immediate supervisor and the employee(s).

- a) any matter relating to working conditions not specifically covered by this Agreement;
 - b) any matter involving the interpretation of any provision of this Agreement;
 - c) any matter involving the violation of any provision of this Agreement.
- 15.2 If an employee feels that they have a grievance, they shall report the matter to the Corporation in the manner outlined in the grievance procedure but, pending settlement, they shall perform all their duties faithfully.
- 15.3 The Union may appoint a Grievance Committee of four (4) members who may be changed from time to time and whose names shall be communicated to the Corporation. Should any grievance arise, the parties shall make a sincere and determined effort to resolve such valid grievance in the following manner. All grievances shall be submitted and answered in written form.

15.4 Step One – Informal

The grievance shall be discussed with the employee's manager or their designate, within ten (10) days from the date of the event causing the grievance. The manager or designate will reply to the grievance within ten (10) days from the date in which the grievance was raised.

15.5 Step Two – Formal

If the matter is not satisfactorily resolved at Step One, the Union may submit the grievance to the applicable Division head within twelve (12) days of receipt of a decision in Step One.

The Division head shall meet with the Union within ten (10) days unless there is Agreement of both parties not to meet. The Vice President - Human Resources or designate shall attend this meeting. The Division head shall render their decision within ten (10) days after the matter has been heard, or if a meeting was waived by mutual agreement, the date from which the grievance was received. Extensions to respond at Step Two may be mutually agreed on. The grievor shall be entitled to have a representative of the Union present at any meeting pertaining to their grievance. The Corporation and the Union will cooperate with each other in exchanging relevant information and reasons for their respective positions at this step of the grievance procedure.

15.6 Step Three – Arbitration

If the decision of the Corporation is unacceptable to the Union, the Union shall so notify the Corporation within fifteen (15) days from the date of receipt of the decision. On receipt by the Corporation of notice from the Union that the decision is unacceptable, the parties shall within fourteen (14) days agree upon a sole arbitrator who shall hear the parties and render a decision which shall be binding, on both parties. If, at the expiration of fourteen (14) days, no arbitrator shall have been selected by mutual agreement, then the Minister of Labour of Nova Scotia, at the request of either party, may appoint an arbitrator. The expense of arbitration under this clause shall be shared equally between the parties.

- 15.7 Saturdays, Sundays and holidays shall be excluded in the computation of time limits specified in this Article. Time limits may be extended by mutual agreement.
- 15.8 Any employee who has been found, through the grievance procedure, to have been wrongfully discharged, or suspended, shall be reinstated with full compensation for all time lost at their regular rate of pay with no loss of seniority, unless the arbitrator orders otherwise.
- 15.9 Whenever the incident causing the grievance involves a loss of earnings and/or benefits, the arbitrator is empowered to order that such loss, or part of such loss, be reimbursed or restored. And in a disciplinary case, the arbitrator is empowered to order a reduced penalty.
- 15.10 a) Where an employee is disciplined, suspended without pay or discharged, the Employer shall notify the employee in writing by registered mail or by personal service stating the reason for the suspension or discharge.
- b) The Employer will notify the Union when an employee is disciplined.
- c) Where an employee alleges that they have been suspended or discharged, they may, within ten (10) days of the date on which they were notified in writing, invoke the grievance procedure including provisions for adjudication and shall lodge their grievance at the second level of the grievance procedure.
- 15.11 When either party disputes the general application or interpretation of this Agreement, then either party may give to the other notice of its position. The parties will arrange a meeting to discuss the matter and subsequently, the party against whom the complaint has been given will give an answer. If the matter is not settled to the mutual satisfaction of the parties, it may be referred, in writing, to Step Two of the grievance procedure set out in Article 15.5, and may subsequently be referred to arbitration in accordance with Article 15.5. This section does not apply in cases of individual grievances

and may not be used to bypass the regular grievance procedure set out in the foregoing paragraphs of this Article.

- 15.12 It is agreed that a case of harassment may be a matter for grievance and/or arbitration. Such grievances may be filed by the aggrieved employee and/or the Union at Step Two of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

ARTICLE 16 – EMPLOYEE FILES

- 16.1 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware at the time of filing. Notice of a disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after three (3) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 16.2 a) Employees shall have access to their personnel file and medical information and will be provided a copy upon written request with reasonable notice.
- b) Upon receipt of a signed release provided by the Employer, and with reasonable notice, the Employer will provide a copy of the employee's personnel file and medical information to persons authorized by the employee.

ARTICLE 17 – SENIORITY

- 17.1 Length of continuous employment as a probationary and regular full time employee of the Corporation shall be known as "seniority". Seniority shall be according to the records of the Corporation.
- 17.2 The selection of employees for layoff shall be based upon seniority within classification.
- 17.3 An employee shall lose their seniority rights if they are discharged or quits their employment.
- 17.4 The Corporation will provide the Union with seniority lists for all employees covered by this Agreement. Any alleged errors in this list will be brought to the attention of the Vice President – Human Resources in writing within two (2) months of its receipt. After two (2) months, the list will be used as the sole measure of seniority for the purpose of this Agreement and its use will not be the subject of a grievance. The Corporation will continue to supply separate seniority groupings and seniority lists for Warehouse Workers, Store

Clerks and Maintenance Workers. A copy of the appropriate seniority list(s) will be posted in each workplace.

ARTICLE 18 – RECRUITMENT & PROMOTION

18.1 The selection of employees for promotion shall be based upon the following factors:

Seniority Ability Skill

When all other factors are equal, seniority shall be the governing factor.

18.2 Job vacancies which create opportunities for promotion of employees shall be posted for fifteen (15) days Province wide.

18.3 a) If there are no applicants or if applicants are not qualified for promotion, then the vacancy will be advertised for a further fifteen (15) days in all of the Corporation premises.

b) If a job that has been advertised is not filled within sixty (60) days from the date of its first being advertised, the Corporation will notify all applicants whether they are or are not being considered for the position.

c) Upon the appointment of the successful applicant, the Union will be so advised. All other applicants will be advised that the position has been filled. When employees are promoted other than on the basis of seniority, the Corporation, by letter, will advise the Union of its decision and the reasons.

18.4 a) Promotions within Local 470 shall be first offered to qualified members within the Bargaining Unit.

b) Promotions to positions within Local 1670 or 470E shall be offered to qualified members of Local 470 prior to being offered to external candidates.

c) Preference will be given first to qualified regular full-time employees, then qualified regular part-time employees, before being offered to casuals.

18.5 Bilingual Staffing

The following stores will have bilingual staffing requirements:

Store No.	407,	Arichat
	413,	Cheticamp
	572,	Meteghan
	590,	West Pubnico

18.6 Rate of Compensation on Promotion

The rate of compensation of an employee upon promotion to a job in a new classification shall be at a rate in the new classification equal to one (1) step increase higher than the rate they held in the former classification.

ARTICLE 19 - PROBATIONARY PERIOD

- 19.1 For new employees promoted into the Bargaining Unit, the initial probationary period shall be for a six (6) month period. Probation may be extended by the Corporation for an additional period of up to six (6) months. Notice of such extension and the rationale for the extension will be provided to the Union. For employees promoted to a higher classification within the Bargaining Unit, a six (6) month probationary period shall apply. All probationary periods shall be counted from the day the employee first assumed the duties of the job on a regular basis. After successful completion of the probationary period, regular full-time, regular part-time and casual employees will be placed on the respective seniority list and have their seniority dated from the date of commencement of their probationary employment. Employees promoted to a higher classification shall not suffer a reduction in wages as a result of the promotion.
- 19.2 An employee who accepts a position in Local 1670 or 470E shall, at the discretion of the Employer have the ability to revert to their previous classification within the Bargaining Unit prior to the expiration of the probationary period, and shall not suffer any loss of seniority as a result.

ARTICLE 20 – TRANSFERS

- 20.1 The Corporation maintains its right to transfer employees and in doing so agrees that transfers will not be used as a disciplinary measure. It is agreed that in the event that the Corporation requests an employee to transfer to another location, the Corporation shall pay such reasonable costs as outlined in the Human Resources Policy and Procedures Manual as they exist at the date of signing. If an employee requests a transfer to another location, and the request can be accommodated subject to operational needs, the employee shall be responsible for all associated costs.
- 20.2 In the event of staff transfers, the Employer will attempt, where possible, to give two (2) weeks' notice to the employee affected.
- 20.3 Seniority will be one of the factors considered when dealing with a request for transfers between night and day operations.

ARTICLE 21 - TEMPORARY PERFORMANCE OF HIGHER POSITION DUTIES

- 21.1 When an employee is required by the Operations Manager to perform the duties of a higher position than that of which they are the incumbent for a period of time of three (3) or more hours, the employee shall be paid at the applicable rate in the higher job classification in which they are temporarily serving. This shall have no application to employees undergoing a training period leading to possible promotion.
- 21.2 When an employee is temporarily performing the duties of a higher position, they shall be paid for overtime worked at their regular rate multiplied by the applicable overtime rate provided for in Article 6, or at the regular straight time rate of the higher position, whichever is greater.
- 21.3 A premium of one dollar (\$1) per hour will be paid to an employee designated by the manager of a Wine Basket for all hours actually worked at the Wine Basket. Only one (1) individual at a time may be designated to receive this premium.

ARTICLE 22 – WAGES

- 22.1 Wage rates shall be paid to employees covered by this Agreement according to the classifications, conditions and amounts set forth in Schedule "A" and "AA".
- 22.2 Shift Differential

A night shift differential shall be paid to an employee who works between 6:00pm and 7:00am.

One dollar and fifty cents (\$1.50) per hour shall be paid for the term of this Collective Agreement

Shift differential shall not be paid while in receipt of overtime pay.

ARTICLE 23 - PUBLICATION AND DISTRIBUTION

- 23.1 Sufficient copies of this Agreement shall be printed for the Union to provide one (1) copy for each member of the Union covered by this Agreement and such additional copies as the Corporation and Union require. The cost of publication shall be divided between the Corporation and the Union equally according to the number of copies required. The Union shall be responsible for the distribution of the Agreement to its members.

ARTICLE 24 - BULLETIN BOARD

- 24.1 The Corporation shall provide a bulletin board in each store to be located in a place accessible to all employees for the exclusive use of the Union where duly authorized officers of the Union may post notices in interest to the Union. Matters of changes in Corporation policy that are the result of joint discussions between the Corporation and the Union will not be posted on these notice boards until the official Corporation circulars dealing with such changes have been received by the Union.

ARTICLE 25 – CLOTHING

- 25.1 The Corporation shall provide, to employees clothing as specified below. The choice of such clothing shall be at the sole discretion of the Corporation:

The Corporation shall provide regular store employees with an initial issue of five (5) shirts and one (1) jacket. They will be replaced by the Corporation when they are no longer serviceable and upon the worn out article being returned to the Store Manager. It shall be the responsibility of the employees to have the shirts and jacket provided by the Corporation laundered at their own expense.

In addition, the Corporation shall provide aprons or other such suitable garment for use during working hours. Such aprons shall be left at the store after working hours and shall be laundered at the Corporation's expense.

- 25.2 It is agreed that employees, while working, shall wear approved safety footwear or such other protective apparel as the Corporation may determine. This protective apparel shall be replaced when, in the opinion of the Corporation, they are no longer serviceable. An allowance of one hundred and seventy-five dollars (\$175.00) for each year of this Collective Agreement will be provided to the employees for the purchase of approved safety footwear. The safety footwear allowance will be paid to each employee on April 30th of each year of this Agreement.

ARTICLE 26 - GROUP INSURANCE AND MEDICAL

- 26.1 It is a condition of employment that employees covered by this Agreement will participate in the Corporation's Group Insurance Plan.
- 26.2 The Group Insurance Plan consists of life, health, dental and long-term disability insurance.
- 26.3 The Corporation will pay the full premium cost of the Group Insurance Plan.

- 26.4 The Benefits Committee will be made up of two (2) members appointed from each of the Bargaining Units as well as two (2) representatives from the management group.

The Benefits Committee shall meet on request to discuss matters of concern regarding benefits, and shall have the power to make recommendations concerning improvements to the plans to the Corporation.

The Benefits Committee shall be responsible for:

- a. defining problems;
- b. developing viable solutions to problems; and
- c. making recommendations and preparing solutions to the Corporation.

The Employer will provide the joint committee with as much notice as possible to deal with any changes that may result as far as any increases to premiums may be contemplated.

ARTICLE 27 - OPERATIONAL CHANGE

- 27.1 The Corporation is aware of the importance of job security to its employees and will discuss a minimum of three (3) months in advance with the Executive Officers of the Union any change in its operation which could cause a loss of security of employment. The objective of such joint discussion will be the continued employment of those employees affected and avoidance, if possible, of a layoff situation occurring.
- 27.2 Where the Employer determines that there are redundant positions resulting from operational change those regular full-time employees who are laid off or terminated will be provided with a severance package which will pay four (4) weeks pay for each year of service to a maximum of fifty-two (52) weeks.

On production of receipts from an authorized educational institution or employment counselling firm, regular full-time employees shall be entitled to reimbursement of up to five thousand dollars (\$5,000.00) as an employment transition allowance or up to five thousand dollars (\$5,000.00) as a relocation allowance. To be eligible for reimbursement, receipts must be received within twelve (12) months from the date of layoff or termination.

ARTICLE 28 - SAFETY AND HEALTH

- 28.1 The Employer shall continue to make all reasonable provisions for the occupational health and safety of employees. The Employer will endeavor to respond to suggestions from the Union and will endeavor to adopt reasonable procedures to prevent or reduce the risk of employment injury and employment-related chronic illness.

- 28.2 a) The Employer agrees to the establishment of a Joint Health and Safety Committee comprised of equal representation of the Union and the Employer.
- b) The Joint Committee will be co-chaired, with the chairing of meetings alternating between the Union and Employer. Minutes of the meetings will be kept and copies distributed to all committee members, the Union and the Employer. Both chairpersons will sign the minutes unless there is a dispute over their contents, in which case the dissenting co-chairperson will indicate in writing the source of disagreement.
- 28.3 The Employer undertakes to provide first-aid training to employees (locations to be negotiated). The Employer shall also provide each store or warehouse location with a first-aid kit.

ARTICLE 29 - EMPLOYEE & FAMILY ASSISTANCE PROGRAM

During the life of this Agreement, the Corporation and the Union agree to support the Employee & Family Assistance Program which has been established through the joint efforts of both parties.

ARTICLE 30 – LABOUR MANAGEMENT COMMITTEE

- 30.1 The Committee shall be comprised of the President of Local 470, and such representatives as appointed by the Union not to exceed eight (8) in number. The Corporation shall be represented by the Vice President – Human Resources or designate, Vice President - Store Operations or designate, and such representatives as appointed by the Nova Scotia Liquor Corporation.

The Committee shall meet for the purpose of discussing matters of mutual concern (other than Collective Agreement matters such as pending grievances) on a quarterly basis, and as urgent matters arise, upon mutual agreement.

- 30.2 The Employer agrees to pay legitimate expenses incurred by employees attending meetings of the Labour Management Committee. These expenses include meals, lodging and mileage at rates currently used by the Nova Scotia Liquor Corporation.

ARTICLE 31- DURATION AND RENEWAL

This Agreement shall be in force and effect for the period from date of signing until March 31, 2021, both dates inclusive, except for retroactive salary which shall be paid to employees employed on date of signing for all hours worked only from April 1, 2015, to date of signing.

This Agreement shall be automatically renewed for a period one (1) year unless written notice to revise or terminate is served within two (2) months of the expiry date of said Agreement. The Employer is under no obligation to make any retroactive payment to any person who was not an employee of the Employer at the time of signing the Collective Agreement. However, the Corporation agrees to make retroactive payments to regular full-time employees who have retired from the Corporation since April 1, 2015. The retroactive payments to retirees will cover all hours worked from April 1, 2015 to the date of their retirement.

IN WITNESS HEREOF, the parties hereto acknowledge that this Collective Agreement was negotiated and signed on unceded Mi'kmaq territory at Halifax, NS this 7th day of November, 2019.

Representing the Union:

Representing the Corporation:

Jason MacLean

Craig Sampson

Nicole McKim

Paul Rapp

Brian Horne

Ken Cusack

Edith Thompson

Steve Power

Rose Nolan

Lorne Denny

Jim Ross

Kate Palmer

Steven Yochoff

Joanne Ghaney

SCHEDULE "A" SALARIES

Classification	Effective Date	Annual % Increase	Probationary Rate	Confirmed Rate
Store Clerk	April 1 2015	0.0%	\$39,378	\$42,310
	April 1 2016	0.0%	\$39,378	\$42,310
	April 1 2017	1.0%	\$39,772	\$42,733
	April 1 2018	1.5%	\$40,368	\$43,374
	March 31 2019	0.5%	\$40,570	\$43,591
	April 1 2019	1.5%	\$41,179	\$44,245
	March 31 2020	0.5%	\$41,385	\$44,466
	April 1 2020	1.5%	\$42,005	\$45,133
	March 31 2021	0.5%	\$42,215	\$45,359
Product Specialist	April 1 2015	0.0%	\$43,687	\$47,995
	April 1 2016	0.0%	\$43,687	\$47,995
	April 1 2017	1.0%	\$44,124	\$48,475
	April 1 2018	1.5%	\$44,786	\$49,202
	March 31 2019	0.5%	\$45,010	\$49,448
	April 1 2019	1.5%	\$45,685	\$50,190
	March 31 2020	0.5%	\$45,913	\$50,441
	April 1 2020	1.5%	\$46,602	\$51,197
	March 31 2021	0.5%	\$46,835	\$51,453
Warehouse Worker	April 1 2015	0.0%	\$39,378	\$42,310
	April 1 2016	0.0%	\$39,378	\$42,310
	April 1 2017	1.0%	\$39,772	\$42,733
	April 1 2018	1.5%	\$40,368	\$43,374
	March 31 2019	0.5%	\$40,570	\$43,591
	April 1 2019	1.5%	\$41,179	\$44,245
	March 31 2020	0.5%	\$41,385	\$44,466
	April 1 2020	1.5%	\$42,005	\$45,133
	March 31 2021	0.5%	\$42,215	\$45,359
Lead Hand Warehouse	April 1 2015	0.0%		\$45,430
	April 1 2016	0.0%		\$45,430
	April 1 2017	1.0%		\$45,884
	April 1 2018	1.5%		\$46,573
	March 31 2019	0.5%		\$46,805
	April 1 2019	1.5%		\$47,508
	March 31 2020	0.5%		\$47,745
	April 1 2020	1.5%		\$48,461
	March 31 2021	0.5%		\$48,704

Classification	Effective Date	Annual % Increase	Probationary Rate	Confirmed Rate
Maintenance Worker	April 1 2015	0.0%	\$39,378	\$42,310
	April 1 2016	0.0%	\$39,378	\$42,310
	April 1 2017	1.0%	\$39,772	\$42,733
	April 1 2018	1.5%	\$40,368	\$43,374
	March 31 2019	0.5%	\$40,570	\$43,591
	April 1 2019	1.5%	\$41,179	\$44,245
	March 31 2020	0.5%	\$41,385	\$44,466
	April 1 2020	1.5%	\$42,005	\$45,133
	March 31 2021	0.5%	\$42,215	\$45,359
Maintenance Worker II	April 1 2015	0.0%	\$41,428	\$44,360
	April 1 2016	0.0%	\$41,428	\$44,360
	April 1 2017	1.0%	\$41,842	\$44,804
	April 1 2018	1.5%	\$42,470	\$45,476
	March 31 2019	0.5%	\$42,682	\$45,703
	April 1 2019	1.5%	\$43,322	\$46,389
	March 31 2020	0.5%	\$43,539	\$46,621
	April 1 2020	1.5%	\$44,192	\$47,320
	March 31 2021	0.5%	\$44,413	\$47,556
Lead Hand Maintenance	April 1 2015	0.0%		\$45,430
	April 1 2016	0.0%		\$45,430
	April 1 2017	1.0%		\$45,884
	April 1 2018	1.5%		\$46,573
	March 31 2019	0.5%		\$46,805
	April 1 2019	1.5%		\$47,508
	March 31 2020	0.5%		\$47,745
	April 1 2020	1.5%		\$48,461
	March 31 2021	0.5%		\$48,704

SCHEDULE "AA" SALARIES

Hours Worked Threshold	Effective Date	Annual % Increase	Base Hourly Rates		% in lieu of Benefits
			Retail	DC	
400	April 1 2015	0.0%	\$12.93	\$13.33	8%
	April 1 2016	0.0%	\$12.93	\$13.33	
	April 1 2017	1.0%	\$13.06	\$13.46	
	April 1 2018	1.5%	\$13.26	\$13.67	
	March 31 2019	0.5%	\$13.32	\$13.73	
2,000	April 1 2015	0.0%	\$13.87	\$14.13	9%
	April 1 2016	0.0%	\$13.87	\$14.13	
	April 1 2017	1.0%	\$14.01	\$14.27	
	April 1 2018	1.5%	\$14.22	\$14.49	
	March 31 2019	0.5%	\$14.29	\$14.56	
4,000	April 1 2015	0.0%	\$15.22	\$15.22	11%
	April 1 2016	0.0%	\$15.22	\$15.22	
	April 1 2017	1.0%	\$15.37	\$15.37	
	April 1 2018	1.5%	\$15.60	\$15.60	
	March 31 2019	0.5%	\$15.68	\$15.68	

Hours Worked Threshold	Effective Date	Annual % Increase	Base Hourly Rates		Vacation Pay %
			Retail	DC	
Upon Hire	April 1 2019	1.5% (+.50 DC)	\$14.06	\$15.00	4%
	March 31 2020	0.5%	\$14.13	\$15.08	
	April 1 2020	1.5%	\$14.34	\$15.30	
	March 31 2021	0.5%	\$14.41	\$15.38	
1,500	April 1 2019	1.5% (+.42 DC)	\$15.23	\$16.00	4%
	March 31 2020	0.5%	\$15.31	\$16.08	
	April 1 2020	1.5%	\$15.54	\$16.32	
	March 31 2021	0.5%	\$15.61	\$16.40	
3,000	April 1 2019	1.5%	\$17.03	\$17.03	4%
	March 31 2020	0.5%	\$17.12	\$17.12	
	April 1 2020	1.5%	\$17.37	\$17.37	
	March 31 2021	0.5%	\$17.46	\$17.46	

APPENDIX "A" Retail (Regular Part-Time)

Regular part-time employees are defined in Article 1.3. They are members of the Bargaining Unit. The provisions of this Collective Agreement apply to regular part-time employees working in stores, as set out below:

Preamble applies

Article 1 - Definition applies

Article 2 - Recognition applies

Article 3 - No strike/Lockout applies

Article 4 - Union Membership and Activities applies, EXCEPT:
4.8 a) applies only to the extent that the leave involves days for which the regular part-time employee was scheduled to work.

Article 5 - Rights of Management applies

Article 6 - Hours of Work and Overtime

6.1 does not apply
Regular part-time employees shall work less than forty (40) hours per week on a regularly scheduled basis. The regularly scheduled hours of a regular part-time employee shall not exceed thirty-two (32) hours per week. Subject to the foregoing, regular part-time employees will be given preference in the order of their seniority and over casuals to any additional vacant or casual hours. The sum of the regular part-time employee's casual hours and regularly scheduled hours shall not exceed forty (40) hours in one (1) week.

6.2 does not apply

6.3 does not apply

6.4 does not apply, EXCEPT:
For shifts between three (3) and five (5) hours, employees shall receive one (1) paid fifteen (15) minute break. For shifts between five (5) and seven (7) hours, employees shall receive two (2) paid fifteen (15) minute breaks.

6.5 does not apply.
The Corporation shall schedule the work of regular part-time employees at least two (2) weeks in advance. Work schedules will be prominently displayed in the regular part-time employee's store, but may be subject to change for operational reasons.

6.6 applies

- 6.7 applies
- 6.8 applies
- 6.9 applies
- 6.10 applies
- 6.11 applies
- 6.12 applies

Article 7 – Holidays

7.1.....does not apply
Subject to qualifying as set out below, regular part-time employees will be entitled to the following paid holidays:

- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Heritage Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |

A regular part-time employee who is regularly scheduled for less than twenty-four (24) hours per week will qualify for each holiday provided they work fifteen (15) out of the thirty (30) calendar days immediately preceding the holiday and their scheduled work day before and after the holiday.

A regular part-time employee who is regularly scheduled for a minimum of twenty-four (24) hours per week qualifies for each holiday provided they worked their scheduled day before the holiday.

Regular part-time employees must actually work the qualifying days in order to receive the paid holiday.

Subject to the foregoing, vacation and bereavement leave will be included in determining if an RPT employee has met the required number of qualifying days.

In addition, a vacation day or bereavement day taken before or after the holiday will count towards that requirement.

Employees who are not scheduled for the regular day before the holiday will be deemed to have met the requirement of working the regular day before the holiday.

Days used as sick leave will not count as a qualified day.

7.2 does not apply

7.3 does not apply

A regular part-time employee who is regularly scheduled for less than twenty-four (24) hours per week will qualify for the holiday provided they work fifteen (15) out of the thirty (30) calendar days immediately preceding the holiday and their scheduled work day before and after the holiday.

A regular part-time employee who is regularly scheduled for a minimum of twenty-four (24) hours qualifies for the holiday provided they work their scheduled day before the holiday.

If a qualified regular part-time employee (as defined above) works Victoria Day and/or Easter Monday they will be paid their regular rate of pay for all hours worked, and will be paid for the holiday at a straight rate of pay.

A regular part-time employee who has qualified as defined above and does not work the holiday will be paid for the holiday at straight time.

Article 8 - Vacation Leave

8.1 does not apply

Regular part-time employees will be given paid vacation leave equivalent to 6% of his gross earnings.

8.2 does not apply

8.3 does not apply

Subject to this and operational requirements, regular part-time employees will take their vacation at a time(s) agreeable to both the manager and the regular part-time employee, but excluding the month of December.

8.4 does not apply

RPT employees shall, by December 15th of the current calendar year elect to take earned vacation leave as a lump sum payment, or to carry over and use up to five (5) days (subject to having the necessary earned vacation entitlement) to March 31 of the following year. Any earned vacation credits, in excess of time carried over, shall be paid the following year.

8.5 does not apply

8.6 does not apply

8.7 does not apply

8.8 applies

8.9 applies

8.10 applies

8.11 applies

Article 9 - Bereavement Leave

9.1 applies, EXCEPT:
A regular part-time employee will only be paid for those days during the seven (7) consecutive days immediately following the death in the employee’s immediate family that he was scheduled to work, to a maximum of five (5) days.

9.2 applies

9.3 applies

9.4 applies

9.5 applies

9.6 does not apply

9.7 applies

Article 10 - Sick Leave

10.1 applies

10.2 does not apply
Employees shall be entitled to one (1) day sick leave with pay for each twenty-two (22) days worked by the employee to a maximum accumulation of one hundred (100) days sick leave. An employee shall be entitled to sick leave with pay only for a day on which they were scheduled to work.

An employee shall be entitled to retain his accumulated sick leave on promotion to permanent status.

The Corporation shall be entitled to require such proof of illness as it deems necessary.

10.3..... does not apply

10.4 applies

10.5 applies

- 10.6 applies
- 10.7 applies
- 10.8 applies
- 10.9 applies

Article 11 - Leaves of Absence

11.1 Special Leave..... does not apply

Upon approval of the immediate supervisor, an RPT shall be granted special leave with pay up to twelve (12) hours per calendar year to attend to the following matters if they cannot readily be dealt with outside of scheduled working hours:

- a) conveyance of spouse, child, parent, sibling to medical attention;
- b) staying at home to attend to a family member in a);
- c) attending to an emergency such as fire, flood, or theft;
- d) attending own wedding or own graduation.

Special leave under d) shall only be granted if the employee's immediate supervisor is given forty-eight (48) hours' notice and the operation of any part of their division is not reduced to a point where they cannot carry out the operations they are responsible for.

When granted Special Leave with pay, the RPT shall be paid for their regularly scheduled hours for that day.

11.2.....applies

11.3 Leave for Birth or Adoption of Child

..... applies, EXCEPT:

Only on days that the RPT was scheduled to work.

11.4 Leave of Absence for Jury or Witness Duty

..... applies

11.5 Prepaid Leavedoes not apply

11.6 Leave of Absence for Political Office ... applies

11.7 Emotional Assistance Leave applies

11.8 Storm Leave applies

11.9 Domestic Violence Leave applies

11.10 Pregnancy and Parental Leaves and Allowances
..... applies, EXCEPT:
RPTs are not eligible for pregnancy and parental leave allowance.

11.11 Other Leaves of Absences applies

Article 12 – Pension.....applies

Article 13 - Public Service Awarddoes not apply

Article 14 - Termination of Employment applies

Article 15 - Grievance Procedure applies

Article 16 – Employee Files applies

Article 17 – Seniority

17.1..... does not apply
Length of continuous employment as a regular part-time employee with the Corporation shall be known as seniority. Seniority shall be according to the records of the Corporation.

17.2..... applies

17.3..... applies

17.4..... applies

Article 18 - Recruitment and Promotion
..... applies

Article 19 - Probationary Period applies

Article 20 – Transfers does not apply
Regular part-time employees shall be assigned by seniority to a single store.
Store assignments to be made by seniority within each sub-local.

Store assignments within-each sub-local will be reviewed at a minimum on a yearly basis. The Employer will advertise available part-time hours within each store and all employees will submit their request. Reassignment requests from store RPT’s will be accepted from RPT’s and processed by seniority within the existing sub-local.

Article 21 - Temporary Performance of Higher Position Duties
.....applies

Article 22 - Wages

22.1applies

22.2does not apply

Article 23 - Publication and Distributionapplies

Article 24 - Bulletin Boardapplies

Article 25 - Clothing

25.1 does not apply

Regular part-time employees will be issued with three (3) shirts or other suitable apparel which will be replaced when the articles become worn out.

25.2applies

Article 26 - Group Insurance and Medical

26.1does not apply

The participation in the Corporation’s Group Insurance Plan will be on a voluntary basis. Those employees currently enrolled in the benefit plans will have two weeks from the signing of the Collective Agreement to notify the Corporation Benefits Administrator of their intentions to opt out.

26.2applies, EXCEPT:

Excluding Long Term Disability Insurance.

26.3does not apply

The employees will be responsible for the total cost of the program. Once the employee has completed eight hundred (800) hours of work with the NSLC, the cost of such programs will be cost shared on a 65/35 (Corporation – 65% - employees 35%) basis.

Employees who meet the threshold of eight hundred (800) hours and have been notified that they have met the threshold, will have two (2) weeks from being notified to advise the Corporation Benefits Administrator of their willingness to be enrolled in the benefit plans.

26.4applies

Article 27 - Operational Change

27.1applies

27.2 does not apply

Where the Employer determines that there are redundant positions resulting from operational change, those RPT employees who are terminated will be provided with a severance package as follows:

- a) One (1) week’s pay if their period of employment is less than two (2) years;
- b) Two (2) week’s pay if their period of employment is two (2) years or more but less than five (5) years;
- c) Four (4) week’s pay if their period of employment is five (5) years or more but less than ten (10) years; and
- d) Eight (8) week’s pay if their period of employment is ten (10) years or more.

Article 28 - Safety and Health..... applies

Article 29 - Employee and Family Assistance Program
..... applies

Article 30 – Labour Management Committee
.....applies

Article 31 - Duration and Renewal applies

Schedule "A" applies

Schedule "AA" does not apply

APPENDIX "B" Retail (Casual)

Casual employees are defined in Article 1.4. They are members of the Bargaining Unit. The provisions of this Collective Agreement apply to casual employees working in stores, as set out below:

Preamble applies

No Discrimination applies

Article 1 – Definition applies

Article 2 - Recognition applies

Article 3 - No strike/Lockout..... applies

Article 4 - Union Membership and Activities applies, EXCEPT:
4.8 applies only to casuals and only to the extent that the leave involves days for which the casual employee was scheduled to work

Article 5 - Rights of Management applies

Article 6 - Hours of Work and Overtime

6.1 does not apply

- a) Casuals may be scheduled up to a maximum of 12 hours per day.
- b) Work shall be assigned to full-time and regular part-time employees in accordance with the Collective Agreement. When no full-time or regular part-time employee is available for work, work shall be offered to casual employees. Such hours shall be scheduled in a fair and equitable manner among all casual employees, except casuals with more than four hundred (400) hours at the time of ratification of this Collective Agreement, who will be scheduled on the basis of seniority, until such time that they are promoted, resign or their employment is terminated. For clarity, casuals with more than 400 hours at the time of ratification will be considered grand-parented, and a list of these employees shall be provided to the Union no later than thirty (30) days from the date of ratification.

6.2 does not apply.

6.3 does not apply

6.4 does not apply, EXCEPT:
g) and for shifts between three (3) and five (5) hours, employees shall receive one (1) paid fifteen (15) minute break. For shifts between five (5)

and seven (7) hours, employees shall receive two (2) paid fifteen (15) minute breaks.

6.5 does not apply

6.6 does not apply
Overtime is defined as hours worked in excess of 80 hours bi-weekly which have been authorized by the Store Manager or designate. Such overtime shall be paid at a rate of one and one half times (1.5X) the base hourly rate.

6.7 applies

6.8 applies

6.9 applies

6.10 does not apply
Casuals are not eligible for Shift Differential

6.11 applies

6.12 applies

Article 7 – Holidays

7.1 Casual employees who qualify will be entitled to the following holidays with pay:

- New Year's Day
- Heritage Day
- Good Friday
- Canada Day
- Labour Day
- Christmas Day
- Remembrance Day

To qualify casuals must work 15 days during the 30 days before the holiday and the scheduled shift before and after the holiday.

7.2 does not apply

7.3 does not apply
In the event that an employee is required to work on a holiday as set out in 7.1 they shall be paid the amount the employee would have normally received for that day plus one and a half times the employee’s regular rate of wages for the number of hours worked on that holiday in 7.1.

Article 8 - Vacation Leave.....does not apply

Article 9 - Bereavement Leave

9.1 does not apply

If a death occurs in the immediate family of a Casual employee, he shall be excused from work immediately and be granted five (5) consecutive days off without pay immediately following the death.

9.2 applies

9.3 applies

9.4 applies

9.5 applies, without pay

9.6 does not apply

9.7 applies, without pay

Article 10 - Sick Leave.....does not apply

Article 11 - Leaves of Absence

11.1 – Special Leave does not apply

11.2 does not apply

11.3 - Leave for Birth or Adoption of a Child
..... does not apply

11.4 - Leave of Absence for Jury or Witness Duty
..... does not apply
Where at the request of the Corporation and employee, as a result of the functions he fulfills on behalf of the Employer, is required to appear as a witness in a criminal trial, civil trial or before an arbitrator he shall be paid for his time in attendance up to a maximum of twelve hours at his regular rate of pay

11.5 - Prepaid Leave does not apply

11.6 - Leave of Absence for Political Office
.....applies

11.7 - Emotional Assistance Leave applies

11.8 - Storm Leave

- a) applies
- b) does not apply

11.9 - Domestic Violence Leave

- a) applies, EXCEPT:
pursuant to Labour Standards and to the extend the employee is scheduled to work.
- b) applies
- c)..... applies
- d) applies
- e) applies
- f) applies

11.10 - Pregnancy and Parental Leaves and Allowances
.....applies, EXCEPT:
casuals are not eligible for pregnancy and parental leave allowance.

11.11- Other Leaves of Absencesapplies

Article 12 –Pension.....does not apply

Article 13 - Public Service Awarddoes not apply

Article 14 - Termination of Employment

14.1.does not apply
A casual who cannot be contacted for a period of 8 consecutive days and has not previously advised their supervisor they are unavailable shall be deemed to have resigned their position effective the first day of their absence.

14.1a).....applies

14.2..... applies
With the addition of the following; casuals who are consistently and regularly unavailable for work may be terminated.

14.3.....applies

14.4.....applies

Article 15 - Grievance Procedureapplies

Article 16 – Employee Files.....applies

Article 17 – Seniority

17.1 does not apply
Length of continuous employment as a casual employee with the Corporation shall be known as seniority. Seniority shall be according to the records of the Corporation.

17.2 applies

17.3applies, EXCEPT
Casual employees shall maintain their seniority date following resignation, if
rehired within six (6) months from the date of the resignation.

17.4applies

Article 18 - Recruitment and Promotion.....applies

Article 19 - Probationary Period

19.1applies, EXCEPT:
termination during the period of probation will not be the subject of a
grievance.

19.2does not apply

Article 20 – Transfers

20.1applies

20.2does not apply

Article 21 - Temporary Performance of Higher Position Duties

21.1.....does not apply
When a casual employee is required by the Regional Manager to perform the
duties of a 1670 position for three (3) or more hours, the casual shall be paid
a rate equivalent to the difference between a full time store clerk and the
applicable higher position in which they are temporarily serving.

21.2.....does not apply
When a casual employee is temporarily performing the duties of a higher
position, they shall be paid for overtime worked at his regular rate multiplied
by the applicable overtime rate provided for in Article 6, or at the rate
established in 20.1 above, whichever is higher

21.3.....applies

Article 22 – Wages

22.1applies

22.2does not apply

Article 23 - Publication and Distribution.....applies

Article 24 - Bulletin Boardapplies

Article 25 – Clothing

25.1 does not apply
Casual employees will be issued with 3 shirts or other suitable apparel which will be replaced when the articles become worn out.

25.2 does not apply.
Casual employees, while working shall wear approved safety footwear or such other protective apparel as the Corporation may determine. Following the successful completion of the six (6) month probationary period, employees shall be reimbursed for safety footwear with receipt, up to a maximum of one hundred and seventy-five dollars (\$175.00), every two (2) years thereafter with receipt.

Article 26 - Group Insurance and Medical does not apply.

Article 27 - Operational Change does not apply

Article 28 - Safety and Health..... applies

Article 29 - Employee and Family Assistance Program
..... applies

Article 30 – Labour Management Committee.....applies

Article 31 - Duration and Renewal... applies, EXCEPT:
There will be no retroactive pay for casual retirees.

Schedule "A" does not apply

Schedule "AA"applies

APPENDIX "C" Distribution Centre (Regular Full-Time)

Regular full-time employees are defined in Article 1.2. They are members of the Bargaining Unit. The provisions of this Collective Agreement apply to regular full-time employees working in the Distribution Centre, as set out below:

Preamble..... applies

No Discrimination applies

Article 1 - Definition applies

Article 2 - Recognition applies

Article 3 - No strike/Lockout..... applies

Article 4 - Union Membership and Activities applies

Article 5 - Rights of Management applies

Article 6 - Hours of Work and Overtime

6.1applies

6.2does not apply

Shifts are selected on an annual basis by warehouse and maintenance employees, based on seniority. Once selected, the shift shall remain in effect until the following year, unless otherwise mutually agreed to by the parties.

6.3.....does not apply, EXCEPT:

After thirty-six (36) months, employees shall be eligible for every second weekend off.

6.4.....applies

6.5.....applies, EXCEPT:

Waive the 4 weeks' notice if mutually agreed upon.

6.6.....applies

6.7.....applies

6.8.....applies EXCEPT:

One (1) unpaid meal break and two (2) paid fifteen (15) minute breaks shall only apply on shifts of eight (8) hours or more. Call out on an employee's day off may be for a minimum of four (4) hours and a maximum of twelve (12) hours.

6.9.....applies

An employee who is required to work during a regularly scheduled meal period shall be allowed one-half (1/2) hour off work and shall be paid at a rate of one and one-half (1 1/2) times their basic hourly rate for the balance of the meal period and, in addition, shall be paid a meal allowance of twelve dollars (\$12.00). Meal allowances shall be paid in advance.

A Warehouse employee who works overtime will be given a paid fifteen (15) minute break between the time they complete their regular shift and the time they begin their overtime.

6.10.....applies

6.11.....applies

6.12.....does not apply

Overtime hours, up to a maximum of four (4) hours, will be offered in order of seniority to employees who are at the work location when the work becomes available, in the following manner; first to the regular full-time employees, then to regular part-time employees and lastly to unionized casual employees. Any remaining overtime will be offered in the same order to employees not working when the work becomes available.

Article 7 – Holidays.....applies

Article 8 - Vacation Leave.....applies

Article 9 - Bereavement Leave.....applies

Article 10 - Sick Leaveapplies

Article 11 - Leaves of Absence.....applies

Article 12 – Pension.....applies

Article 13 - Public Service Awardapplies

Article 14 - Termination of Employmentapplies

Article 15 - Grievance Procedureapplies

Article 16 – Employee Files.....applies

Article 17 – Seniority.....applies

Article 18 - Recruitment and Promotionapplies

Article 19 - Probationary Periodapplies

Article 20 – Transfers.....does not apply

Article 21 - Temporary Performance of Higher Position Duties

21.1.....applies

21.2.....applies

21.3.....does not apply

Warehouse Workers acting in a Lead Hand capacity will receive an additional \$1.50 per hour.

Article 22 – Wages.....applies

Article 23 - Publication and Distribution.....applies

Article 24 - Bulletin Board.....applies

Article 25 – Clothing

25.1 does not apply

Employees in the classifications of Warehouse Worker and Maintenance Worker will, where necessary, be issued with two (2) pair of acid-resistant trousers. Employees in the classification of Maintenance Worker will also be issued with two (2) acid-resistant shirts. These items of clothing will be replaced by the Corporation when they become unserviceable and the worn out article is returned by the employee to their supervisor. The cleaning of these articles will be the responsibility of the employee.

The Corporation shall provide employees in the classification of Warehouse Worker with smocks, aprons or shop coats for use during working hours. These garments shall be left in the Warehouse after working hours and shall be laundered at the Corporation's expense.

Employees engaged in outside work during inclement weather shall be furnished with rubber outerwear during the period of the day that they are so employed; such articles of clothing to be returned to their supervisor upon completion of the outside job to which they had been assigned.

The Corporation will provide employees in the classification of Warehouse Worker with an initial issue of two (2) work shirts. They will be replaced by the Corporation when they are no longer serviceable and upon the worn out article being returned to the DC Operations Manager. It shall be the responsibility of the employee to have the shirts, provided by the Corporation, laundered at his own expense.

25.2.....applies

Article 26 - Group Insurance and Medicalapplies

Article 27 - Operational Changeapplies

Article 28 - Safety and Health.....applies

Article 29 - Employee and Family Assistance Program
.....applies

Article 30 – Labour Management Committee.....
.....applies, EXCEPT:
The DC will be represented by the Vice President Supply Chain &
Procurement or designate.

Article 31 - Duration and Renewalapplies

Schedule "A"applies

Schedule "AA".....does not apply

APPENDIX "D" Distribution Centre (Regular Part-Time)

Regular part-time employees are defined in Article 1.3. They are members of the Bargaining Unit. The provisions of this Collective Agreement apply to regular part-time employees working in the Distribution Centre, as set out below:

Preamble..... applies

Article 1 - Definition applies

Article 2 - Recognition applies

Article 3 - No strike/Lockout..... applies

Article 4 - Union Membership and Activities applies, EXCEPT:

4.8 a) applies only to the extent that the leave involves days for which the regular part-time employee was scheduled to work.

Article 5 - Rights of Management applies

Article 6 - Hours of Work and Overtime

6.1 does not apply

Regular part-time employees shall work less than forty (40) hours per week on a regularly scheduled basis. The regularly scheduled hours of a regular part-time employee shall not exceed thirty-two (32) hours per week. Subject to the foregoing, regular part-time employees will be given preference in the order of their seniority and over casuals to any additional vacant or casual hours. The sum of the regular part-time employee's casual hours and regularly scheduled hours shall not exceed forty (40) hours in one (1) week.

6.2 does not apply

The Corporation shall schedule the work of regular part-time employees at least two (2) weeks in advance. Work schedules will be prominently displayed in the regular part-time employee's work location, but may be subject to change for operational reasons.

6.3.....does not apply

6.4.....does not apply, EXCEPT:

For shifts between three (3) and five (5) hours, employees shall receive one (1) paid fifteen (15) minute break. For shifts between five (5) and seven (7) hours, employees shall receive two (2) paid fifteen (15) minute breaks.

6.5.....does not apply

6.6 applies

- 6.7 applies
- 6.8 applies
- 6.9 applies
- 6.10 applies
- 6.11 applies
- 6.12 applies

Article 7 - Holidays

7.1.....does not apply
Subject to qualifying as set out below, regular part-time employees will be entitled to the following paid holidays:

- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Heritage Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |

A regular part-time employee who is regularly scheduled for less than twenty-four (24) hours per week will qualify for each holiday provided they work fifteen (15) out of the thirty (30) calendar days immediately preceding the holiday and their scheduled work day before and after the holiday.

A regular part-time employee who is regularly scheduled for a minimum of twenty-four (24) hours per week qualifies for each holiday provided they worked their scheduled day before the holiday.

Regular part-time employees must actually work the qualifying days in order to receive the paid holiday.

Subject to the foregoing, vacation and bereavement leave will be included in determining if an RPT employee has met the required number of qualifying days.

In addition, a vacation day or bereavement day taken before or after the holiday will count towards that requirement.

Employees who are not scheduled for the regular day before the holiday will be deemed to have met the requirement of working the regular day before the holiday.

Days used as sick leave will not count as a qualified day.

7.2 does not apply

7.3 does not apply

A regular part-time employee who is regularly scheduled for less than twenty-four (24) hours per week will qualify for the holiday provided they work fifteen (15) out of the thirty (30) calendar days immediately preceding the holiday and their scheduled work day before and after the holiday.

A regular part-time employee who is regularly scheduled for a minimum of twenty-four (24) hours qualifies for the holiday provided they works their scheduled day before the holiday.

If a qualified regular part-time employee (as defined above) works Victoria Day and/or Easter Monday they will be paid their regular rate of pay for all hours worked, and will be paid for the holiday at a straight rate of pay.

A regular part-time employee who has qualified as defined above and does not work the holiday will be paid for the holiday at straight time.

Article 8 - Vacation Leave

8.1 does not apply

Regular part-time employees will be given paid vacation leave equivalent to 6% of their gross earnings.

8.2 does not apply

8.3 does not apply

Subject to this and operational requirements, regular part-time employees will take their vacation at a time(s) agreeable to both the manager and the regular part-time employee, but excluding the month of December.

8.4 does not apply

RPT employees shall, by December 15th of the current calendar year elect to take earned vacation leave as a lump sum payment, or to carry over and use up to five (5) days (subject to having the necessary earned vacation entitlement) to March 31 of the following year. Any earned vacation credits, in excess of time carried over, shall be paid the following year.

8.5 does not apply

8.6 does not apply

8.7 does not apply

8.8 applies

8.9 applies

8.10 applies

8.11 applies

Article 9 - Bereavement Leave

9.1 applies, EXCEPT:
A regular part-time employee will only be paid for those days during the seven (7) consecutive days immediately following the death in the employees immediate family that he was scheduled to work, to a maximum of five (5) days.

9.2 applies

9.3 applies

9.4 applies

9.5 applies

9.6 does not apply

9.7 applies

Article 10 - Sick Leave

10.1 applies

10.2 does not apply
Employees shall be entitled to one (1) day sick leave with pay for each twenty-two (22) days worked by the employee to a maximum accumulation of one hundred (100) days sick leave. An employee shall be entitled to sick leave with pay only for a day on which they were scheduled to work.

An employee shall be entitled to retain their accumulated sick leave on promotion to permanent status.

The Corporation shall be entitled to require such proof of illness as it deems necessary.

10.3.....does not apply

10.4 applies

10.5 applies

- 10.6 applies
- 10.7 applies
- 10.8 applies
- 10.9 applies

Article 11 - Leaves of Absence

11.1 Special Leave..... does not apply

Upon approval of the immediate supervisor, an RPT shall be granted special leave with pay up to twelve (12) hours per calendar year to attend to the following matters if they cannot readily be dealt with outside of scheduled working hours:

- a) conveyance of spouse, child, parent, sibling to medical attention;
- b) staying at home to attend to a family member in a);
- c) attending to an emergency such as fire, flood, or theft;
- d) attending own wedding or own graduation.

Special leave under d) shall only be granted if the employee's immediate supervisor is given forty-eight (48) hours' notice and the operation of any part of their division is not reduced to a point where they cannot carry out the operations they are responsible for.

When granted Special Leave with pay, the RPT shall be paid for his regularly scheduled hours for that day.

11.2.....applies

11.3 Leave for Birth or Adoption of Child.... applies, EXCEPT:
Only on days that the RPT was scheduled to work.

11.4 Leave of Absence for Jury or Witness Duty
..... applies

11.5 Prepaid Leave does not apply

11.6 Leave of Absence for Political Office ... applies

11.7 Emotional Assistance Leave applies

11.8 Storm Leave applies

11.9 Domestic Violence Leave applies

11.10 Pregnancy and Parental Leaves and Allowances
..... applies, EXCEPT:
RPTs are not eligible for pregnancy and parental leave allowance.

11.11 other Leaves of Absences..... applies

Article 12 –Pension.....applies

Article 13 - Public Service Award does not apply

Article 14 - Termination of Employment applies

Article 15 - Grievance Procedure applies

Article 16 – Employee Files applies

Article 17 – Seniority

17.1..... does not apply
Length of continuous employment as a regular part-time employee with the Corporation shall be known as seniority. Seniority shall be according to the records of the Corporation.

17.2..... applies

17.3..... applies

17.4..... applies

Article 18 - Recruitment and Promotion..... applies

Article 19 - Probationary Period applies

Article 20 – Transfers does not apply

Article 21 - Temporary Performance of Higher Position Duties ...applies

Article 22 - Wages

22.1 applies

22.2 does not apply

Article 23 - Publication and Distribution applies

Article 24 - Bulletin Board applies

Article 25 - Clothing

25.1 does not apply
Employees in the classifications of Warehouse Worker and Maintenance Worker will, where necessary, be issued with two (2) pair of acid-resistant trousers. Employees in the classification of Maintenance Worker will also be issued with two (2) acid-resistant shirts. These items of clothing will be replaced by the Corporation when they become unserviceable and the worn out article is returned by the employee to their supervisor. The cleaning of these articles will be the responsibility of the employee.

The Corporation shall provide employees in the classification of Warehouse Worker with smocks, aprons or shop coats for use during working hours. These garments shall be left in the Warehouse after working hours and shall be laundered at the Corporation's expense.

Employees engaged in outside work during inclement weather shall be furnished with rubber outerwear during the period of the day that they are so employed; such articles of clothing to be returned to their supervisor upon completion of the outside job to which they had been assigned.

The Corporation will provide employees in the classification of Warehouse Worker with an initial issue of two (2) work shirts. They will be replaced by the Corporation when they are no longer serviceable and upon the worn out article being returned to the DC Operations Manager. It shall be the responsibility of the employee to have the shirts, provided by the Corporation, laundered at his own expense.

25.2 applies

Article 26 - Group Insurance and Medical

26.1 does not apply
The participation in the Corporation's Group Insurance Plan will be on a voluntary basis. Those employees currently enrolled in the benefit plans will have two weeks from the signing of the Collective Agreement to notify the Corporation Benefits Administrator of their intentions to opt out.

26.2 applies, EXCEPT:
Excluding Long Term Disability Insurance.

26.3 does not apply
The employees will be responsible for the total cost of the program. Once the employee has completed eight hundred (800) hours of work with the NSLC, the cost of such programs will be cost shared on a 65/35 (Corporation – 65% - employees 35%) basis.

26.4 applies

Article 27 - Operational Change

27.1 applies

27.2 does not apply

Where the Employer determines that there are redundant positions resulting from operational change, those RPT employees who are terminated will be provided with a severance package as follows:

- a) One (1) week’s pay if their period of employment is less than two (2) years;
- b) Two (2) week’s pay if their period of employment is two (2) years or more but less than five (5) years;
- c) Four (4) week’s pay if their period of employment is five (5) years or more but less than ten (10) years; and
- d) Eight (8) week’s pay if their period of employment is ten (10) years or more.

Article 28 - Safety and Health..... applies

Article 29 - Employee and Family Assistance Program
..... applies

Article 30 – Labour Management Committee
.....applies

Article 31 - Duration and Renewal applies

Schedule "A" applies

Schedule "AA" does not apply

APPENDIX "E" Distribution Centre (Casuals)

Casual employees are defined in Article 1.4. They are members of the Bargaining Unit. The provisions of this Collective Agreement apply to casual working in the Distribution Centre, employees as set out below:

Preamble..... applies

No Discrimination..... applies

Article 1 - Definition applies

Article 2 - Recognition applies

Article 3 - No strike/Lockout..... applies

Article 4 - Union Membership and Activities applies EXCEPT:
4.8 applies only to the extent that the leave involves days for which the DC casual was scheduled to work.

Article 5 - Rights of Management applies

Article 6 - Hours of Work and Overtime

6.1 does not apply
Casuals may be scheduled up to a maximum of 12 hours per day.

6.2 does not apply

6.3 does not apply

6.4 does not apply, EXCEPT:
6.4 g) and for shifts between three (3) and five (5) hours, employees shall receive one (1) paid fifteen (15) minute break. For shifts between five (5) and seven (7) hours, employees shall receive two (2) paid fifteen (15) minute breaks.

6.5 does not apply

6.6 does not apply
Overtime is defined as hours worked in excess of 48 hours per week which have been authorized by the supervisor or designate. Such overtime shall be paid at a rate of one and one half times (1.5X) the base hourly rate.

6.7 applies

- 6.8 applies
- 6.9 applies
- 6.10 does not apply
- 6.11 applies
- 6.12 applies

Article 7 - Holidays

7.1 Casual employees who qualify will be entitled to the following holidays with pay:

- New Year's Day
- Heritage Day
- Good Friday
- Canada Day
- Labour Day
- Christmas Day
- Remembrance Day

To qualify casuals must work 15 days during the 30 days before the holiday and the scheduled shift before and after the holiday.

- 7.2 does not apply
- 7.3 does not apply
In the event that an employee is required to work on a holiday as set out in 7.1 they shall be paid the amount the employee would have normally received for that day plus one and a half times the employee's regular rate of wages for the number of hours worked on that holiday in 7.1.

Article 8 - Vacation Leave.....does not apply

Article 9 - Bereavement Leave

- 9.1 does not apply
If a death occurs in the immediate family of a Casual employee, he shall be excused from work immediately and be granted (five) 5 consecutive days off without pay immediately following the death.
- 9.2 applies
- 9.3 applies
- 9.4 applies

9.5 applies, without pay

9.6 does not apply

9.7 applies, without pay

Article 10 - Sick Leave.....does not apply

Article 11 - Leaves of Absence

11.1 – Special Leave does not apply

11.2 does not apply

11.3 - Leave for Birth or Adoption of a Child
..... does not apply

11.4 - Leave of Absence for Jury or Witness Duty
..... does not apply
Where at the request of the Corporation and employee, as a result of the functions he fulfills on behalf of the Employer, is required to appear as a witness in a criminal trial, civil trial or before an arbitrator he shall be paid for his time in attendance up to a maximum of twelve hours at his regular rate of pay

11.5 - Prepaid Leave does not apply

11.6 - Leave of Absence for Political Office
..... applies

11.7 - Emotional Assistance Leave applies

11.8 - Storm Leave

- a) applies
- b) does not apply

11.9 - Domestic Violence Leave

- a) applies, EXCEPT:
pursuant to Labour Standards and to the extent the employee is scheduled to work.
- b) applies
- c) applies
- d) applies
- e) applies
- f) applies

11.10 - Pregnancy and Parental Leaves and Allowances
.....applies, EXCEPT:
casuals are not eligible for pregnancy and parental leave allowance.

11.11- Other Leaves of Absencesapplies

Article 12 – Pension.....does not apply

Article 13 - Public Service Awarddoes not apply

Article 14 - Termination of Employment

14.1.does not apply
A casual who cannot be contacted for a period of 8 consecutive days and has not previously advised their supervisor they are unavailable shall be deemed to have resigned their position effective the first day of their absence.

14.1a).....applies

14.2. applies
With the addition of the following; casuals who are consistently and regularly unavailable for work may be terminated.

14.3.....applies

14.4.....applies

Article 15 - Grievance Procedureapplies

Article 17 – Seniority

17.1does not apply
Length of continuous employment as a casual employee with the Corporation shall be known as seniority. Seniority shall be according to the records of the Corporation.

17.2applies

17.3applies, EXCEPT
Casual employees shall maintain their seniority date following resignation, if rehired within six (6) months from the date of the resignation.

17.4applies

Article 18 - Recruitment and Promotionapplies

Article 19 - Probationary Periodapplies

Article 20 – Transfers does not apply

Article 21- Temporary Performance of Higher Position Duties
.....does not apply, EXCEPT:

In the event that a casual is assigned to act as a Lead Hand, they shall be paid a premium of one dollar and fifty cents (\$1.50) per hour.

Article 22 – Wages

22.1 applies

22.2 does not apply

Article 23 - Publication and Distribution.....applies

Article 24 - Bulletin Board applies

Article 25 – Clothing

25.1 does not apply

Employees in the classifications of Warehouse Worker and Maintenance Worker will, where necessary, be issued with two (2) pair of acid-resistant trousers. Employees in the classification of Maintenance Worker will also be issued with two (2) acid-resistant shirts. These items of clothing will be replaced by the Corporation when they become unserviceable and the worn out article is returned by the employee to their supervisor. The cleaning of these articles will be the responsibility of the employee.

The Corporation shall provide employees in the classification of Warehouse Worker with smocks, aprons or shop coats for use during working hours. These garments shall be left in the Warehouse after working hours and shall be laundered at the Corporation's expense.

Employees engaged in outside work during inclement weather shall be furnished with rubber outerwear during the period of the day that they are so employed; such articles of clothing to be returned to their supervisor upon completion of the outside job to which they had been assigned.

The Corporation will provide employees in the classification of Warehouse Worker with an initial issue of two (2) work shirts. They will be replaced by the Corporation when they are no longer serviceable and upon the worn out article being returned to the DC Operations Manager. It shall be the responsibility of the employee to have the shirts, provided by the Corporation, laundered at his own expense.

25.2 does not apply

Casual employees, while working shall wear approved safety footwear or such other protective apparel as the Corporation may determine. Following

the successful completion of the six (6) month probationary period, employees shall be reimbursed for safety footwear with receipt, up to a maximum of one hundred and seventy-five dollars (\$175.00), every two (2) years thereafter with receipt.

Article 26 - Group Insurance and Medical does not apply.

Article 27 - Operational Change does not apply

Article 28 - Safety and Health..... applies

Article 29 - Employee and Family Assistance Program.....applies

Article 30 – Labour Management Committee.....applies

Article 31 - Duration and Renewal... applies, EXCEPT:

There will be no retroactive pay for casual retirees.

Schedule "A" does not apply

Schedule "AA"applies

LETTER OF UNDERSTANDING

Between the
NOVA SCOTIA LIQUOR CORPORATION
hereinafter referred to as the "EMPLOYER"

and the

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION,
hereinafter referred to as the "UNION"

Deemed Regular Full Time Vacancies

While the Corporation reserves its general right to determine the existence of a vacancy, it agrees that one of the situations which will create a regular full time vacancy is as follows:

All casual and regular part-time hours shall be reviewed annually by a representative of the Union and the Regional Manager. The purpose of this review will be to determine if permanent full time vacancies exist. Specifically, the hours will be reviewed if there are seventeen hundred (1700) hours or more during the twelve (12) month review period. It is agreed that work resulting from the following will be excluded from the review.

- sickness, L.T.D. and/or accident.
- hours worked by regular full time employees.
- vacation and leaves of absence including jury duty, bereavement, Union business, etc.
- temporary transfers / assignments / posted secondments.
- modified work programs.
- accommodations as required by legislation.
- overtime/time taken in lieu.

Should there be seventeen hundred (1700) non-overlapping hours in a facility for reasons other than those listed above, a regular full-time vacancy shall be declared and posted in accordance with the Collective Agreement provided it is not already posted.

For greater clarification of this section, hours worked may be accumulated to a maximum of forty (40) hours over any five (5) days per week. Hours worked by two (2) or more employees concurrently shall not be totaled together but can be used to create additional, separate tracks.

Tracks may be blended, if not worked concurrently, to determine if a deemed vacancy exists.

The employer shall provide the Union with all information pertinent to the seventeen hundred (1700) hour review.

The Corporation agrees that in the event that an employee is accepted for Long Term Disability and as a result seventeen hundred (1700) non-overlapping hours are worked in the facility, the Corporation will declare and post a Conditional RFT vacancy in that facility, subject to an operational review of the store/warehouse requirements. These hours will not count towards deemed regular full time vacancy as described above.

Representing the Union:

Representing the Corporation:

Nicole McKim

Craig Sampson

Dated at Halifax, Nova Scotia this 7th day of November, 2019.

LETTER OF UNDERSTANDING

Between the

NOVA SCOTIA LIQUOR CORPORATION
hereinafter referred to as the "EMPLOYER"

and the

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION,
hereinafter referred to as the "UNION"

PREPAID LEAVE**1. Purpose**

The Prepaid Leave Plan is established to afford employees the opportunity of taking a leave of absence and to finance the leave through the deferral of salary.

2. Terms of Reference

- a) It is the intent of both the Employer and the Union that the quality and delivery of service to the public be maintained.
- b) Hours worked by the employees replacement shall be allotted according to the terms of the Collective Agreement. Hours worked by the replacement shall not be counted towards the 1700 hours required for the posting and filling of a full time position.
- c) Applications under this Plan will not be unreasonably denied, and any permitted discretion allowed under this plan will not be unreasonably refused.

3. Eligibility

Any permanent employee is eligible to participate in the plan.

4. Application

- a) An employee must make written application to his Vice President at least four (4) calendar months in advance, requesting permission to participate in the plan. A shorter period of notice may be accepted by the Vice President. Entry date into the plan for deductions must commence at the beginning of a bi-weekly pay period.
- b) Written acceptance or denial of the request, with explanation, shall be forwarded to the employee within two (2) calendar months of the written application.

5. Leave

- a) The period of leave will be not less than six (6) months nor more than one (1) year.

- b) On the return from leave, the employee will be assigned to his same position or, if such position no longer exists, the employee will be governed by the appropriate provisions of this Agreement.
- c) After the leave, the employee is required to return to regular employment for a period that is not less than the period of leave.

6. Payment Formula and Leave of Absence

The payment of salary, benefits and the timing of the period leave shall be as follows:

- a) During the deferral period of the Plan, preceding the period of the leave, the employee will be paid a reduced percentage of his salary. The remaining percentage of salary will be deferred, and this accumulated amount plus the interest earned shall be retained for the employee by the Employer to finance the period of leave.
- b) The deferred amounts, when received, are considered to be salary or wages and as such are subject to withholding for income tax, Canada Pension Plan and Employment Insurance at that time.
- c) The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each calendar month for: a true savings account, a one (1) year term deposit, a three (3) year term deposit and a five (5) year term deposit. The rates for each of the accounts identified shall be those quoted by the financial institution maintaining the deferred account. Interest shall be based upon the average daily balance of the account on the first day of the following calendar month.
- d) A yearly statement of the amount standing in the employee's credit will be sent to the employee by the Employer.
- e) The maximum length of the deferral period will be six (6) years and the maximum deferred amount will be 33 1/3% of salary. The maximum length of any contract under the Plan will be seven (7) years.
- f) The employee may arrange for any length of deferral period in accordance with provisions set out under 6 (e).

7. Benefits

- a) While the employee is enrolled in the Plan prior to the period of leave, any benefits related to salary level shall be structured according to the salary the employee would have received had he not been enrolled in the Plan.
- b) An employee's benefits will be maintained by the Employer during his leave of absence; however, the premium costs of all such benefits shall be paid by the employee during the leave.

- c) While on leave, any benefits related to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had he not been enrolled in the plan.
- d) Superannuation deductions shall be continued during the period of leave. The period of leave shall be a period of pensionable service and service.
- e) Superannuation deductions shall be made on the salary the employee would have received had he not entered the plan or gone on leave.
- f) Sick leave and vacation credits will not be earned during the period of leave nor will sick leave be available during such period.

8. Withdrawal

- a) An employee may withdraw from the plan in unusual or extenuating circumstances, such as, but not limited to financial hardship, serious illness or disability, family death or serious illness, or termination of employment. Withdrawal must be submitted in writing, detailing the reason(s) therefore, as soon as possible prior to the commencement of the leave.
- b) In the event of withdrawal, the employee shall be paid a lump sum adjustment equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible within sixty (60) calendar days of withdrawal from the Plan.
- c) Should an employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the employee's estate as soon as possible.

9. Written Contract

- a) All employees will be required to sign the approved contract before enrolling in the Plan. The contract will set out all other terms of the Plan in accordance with the provisions set out herein.
- b) Once entered into, the contract provisions concerning the percentage of salary deferred and the period of leave may be amended by mutual agreement between the employee and the Employer.

Representing the Union:

Representing the Corporation:

Nicole McKim

Craig Sampson

Dated at Halifax, Nova Scotia this 7th day of November, 2019.

LETTER OF UNDERSTANDING

Between the

NOVA SCOTIA LIQUOR CORPORATION
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and the

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION,
hereinafter referred to as the "UNION"

SUNDAY OPENINGS

The NSLC and the Union agree that work resulting from the opening of NSLC stores on Sunday shall be voluntary for Regular full-time (RFT) employees and Regular part-time (RPT) employees.

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

- a) First, to RFT employees on a voluntary basis by seniority.
- b) Should fewer than the required number of RFT employees volunteer, (by seniority) such Sunday work shall then be offered to RPT employees.
- c) Should fewer than the required number of RPT employees be available, such Sunday work shall then be offered to Casual employees.
- d) Should fewer than the required number of employees volunteer, such Sunday work may be assigned to RPT's who have worked less than forty (40) hours in the store during that week by reverse seniority.

Regular full-time employees shall be paid at the rate of one and one half (1 1/2) times his hourly rate for all hours worked. Regular part-time employees will be paid their regular rate for all hours worked. Any hours worked on Sunday shall not count towards the calculation of overtime pay.

Employees may be excluded from working on Sundays on the grounds of Religious Beliefs. Employees shall be required to advise their manager of their unavailability to work on Sundays due to their Religious Beliefs.

Representing the Union:

Representing the Corporation:

Nicole McKim

Craig Sampson

Dated at Halifax, Nova Scotia this 7th day of November, 2019.

LETTER OF UNDERSTANDING

Between the

NOVA SCOTIA LIQUOR CORPORATION
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and the

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION,
hereinafter referred to as the "UNION"

OPERATIONAL

In the event of the contracting out or privatization in whole or part of any of the operations of the Nova Scotia Liquor Corporation during the life of the Collective Agreement, the parties agree to meet to discuss possible enhancements to the severance packages currently provided by Article 27.2.

Representing the Union:

Representing the Corporation:

Nicole McKim

Craig Sampson

Dated at Halifax, Nova Scotia this 7th day of November, 2019.

LETTER OF UNDERSTANDING

Between the

NOVA SCOTIA LIQUOR CORPORATION
hereinafter referred to as the "EMPLOYER"

and the

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION,
hereinafter referred to as the "UNION"

JOB DESCRIPTIONS

Job descriptions will be reviewed and revised as necessary as quickly as possible and the updated job descriptions will be provided to the Union.

Representing the Union:

Representing the Corporation:

Nicole McKim

Craig Sampson

Dated at Halifax, Nova Scotia this 7th day of November, 2019.

SIDE LETTER

Between the
NOVA SCOTIA LIQUOR CORPORATION

and the

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

Wellness Allowance

In recognition of the efforts of members of Local 470 to improve attendance and reduce sick leave, the NSLC will provide a one-time wellness allowance of fifty dollars (\$50.00) to each member of the Bargaining Unit as at the date of signing of this Collective Agreement. Members of the Bargaining Unit are encouraged to use this allowance to support activities promoting their health and well-being and that of their families.

Representing the Union:

Representing the Corporation:

Nicole McKim

Craig Sampson

Dated at Halifax, Nova Scotia this 7th day of November, 2019.

SIDE LETTER

Between the

NOVA SCOTIA LIQUOR CORPORATION

and the

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

Agency Stores

The NSLC always reserves the right to open or close stores or adjust operating practices to deliver its business objectives. However, the NSLC confirms that its current business plans and projections do not require, during the life of this Collective Agreement, the closure of NSLC stores or the lay-off of existing full-time and part-time employees, as a result of present or proposed agency stores.

Representing the Union:

Representing the Corporation:

Nicole McKim

Craig Sampson

Dated at Halifax, Nova Scotia this 7th day of November, 2019.

SIDE LETTER

Between the

NOVA SCOTIA LIQUOR CORPORATION

and the

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

Job Security

The Nova Scotia Liquor Corporation recognizes the importance of job security to its employees. In response to concerns raised during collective bargaining, the NSLC makes the following confirmation:

The NSLC confirms that its current business plans and projections do not require or foresee any layoff of existing full time employees during the life of this Collective Agreement.

Representing the Union:

Representing the Corporation:

Nicole McKim

Craig Sampson

Dated at Halifax, Nova Scotia this 7th day of November, 2019.

SIDE LETTER

Between the

NOVA SCOTIA LIQUOR CORPORATION

and the

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

Group Insurance Benefits

The NSLC agrees to the following for all members of the group insurance plan:

The co-pay on all prescriptions will be ten percent (10%) of the cost of the prescriptions to a maximum of five dollars (\$5.00).

The dental fee guide in effect in the employee's province of residence will be two (2) years prior to the date treatment is rendered.

The maximum amount payable for all paramedical services combined, as stated in the benefit plan is fifteen hundred dollars (\$1,500.00) in a calendar year.

Representing the Union:

Representing the Corporation:

Nicole McKim

Craig Sampson

Dated at Halifax, Nova Scotia this 7th day of November, 2019.

SIDE LETTER

Between the

NOVA SCOTIA LIQUOR CORPORATION

and the

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

Store Staff Scheduling Issues

The parties agree to meet and discuss issues relating to store scheduling as required during the life of this Agreement. Issues dealing with scheduling of store staff shall be discussed during meetings of the Labour Management Committee and all reasonable attempts will be made to resolve issues of concern.

This letter does not amend or alter existing language dealing with management rights, scheduling and/or hours of work. The purpose of this letter is to assist in seeking solutions, in a cooperative and mutually respectful manner to scheduling issues should they arise.

Representing the Union:

Representing the Corporation:

Nicole McKim

Craig Sampson

Dated at Halifax, Nova Scotia this 7th day of November, 2019.