

Collective Agreement

between

Nova Scotia Liquor Corporation

- and -

Nova Scotia Government & General
Employees Union
Local 470E

April 1, 2021 – March 31, 2024

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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 goodwill 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 this 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 co-operate 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 "Term employee" means a person who is employed on a term basis to fill an existing temporary vacancy or project for a period of six (6) to twelve (12) months, unless otherwise mutually agreed to by the parties. Term employees shall have rights pursuant to Appendix A of this Collective Agreement.
- 1.3 Where the singular tense is used it shall be read as including the plural tense.

- 1.4 "Employer" or "Corporation" means the Nova Scotia Liquor Corporation (NSLC).
- 1.5 "Union" means the Nova Scotia Government and General Employees Union (NSGEU).

ARTICLE 2 - RECOGNITION

- 2.1 The Corporation shall deal with either the accredited officers of the Union or an Official Representative of the NSGEU, or both, on behalf of Corporation employees covered by this Agreement in the occupational classifications listed below which are described in the Certification Order LRB 1945 and such further classifications as may be mutually agreed upon.

Clerk 4 Accounting Clerk
 Supply Chain Clerk

Clerk 5

Clerk 6 Accounting Clerk
 Supply Chain Clerk

Clerk 7

Trainee Internal Auditor

Internal Auditor

Retail Accountant

ARTICLE 3 - NO STRIKE

- 3.1 During the term of this Agreement:
- a) There shall not be any slow down or stoppage of work for any reason by the employees or the Union;
 - b) The Corporation shall not lock out its employees;
 - c) Nothing in this Article shall be construed to conflict with the *Trade Union Act*, (Nova Scotia).

ARTICLE 4 - UNION MEMBERSHIP

- 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 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 commencement 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 shall pay to no more than four (4) employees designated as representatives of the Union, time lost, up to four (4) 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 are to be in writing.
- 4.4 The Corporation shall pay to employees designated as members of the Union's Negotiating Committee, time lost, up to a total of twenty-one (21), 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 and the foregoing total of twenty-one (21), days will be distributed among the Negotiating Committee members. 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 are to be in writing.
- 4.5 a) Every thirty-six (36) months, where operational requirements permit and on reasonable notice, the Corporation shall grant special leave with pay for a period not exceeding four (4) days to a maximum of three (3) employees who are elected as registered delegates to attend the NSGEU Convention.
- b) The Union shall notify the Employer of the names and department wherein the employees are employed, of the registered delegates to the NSGEU Convention at least three (3) weeks in advance of the Convention. All requests for leave are 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 are to be in writing.

4.7 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.

4.8 Union Executive Positions

Should the Union determine that there is a requirement for a full-time elected Union Executive position(s) of President, First Vice President, Second Vice President, Third Vice President and/or Secretary-Treasurer or should a Bargaining Unit employee be elected to a full-time executive position to a labour organization to which the Union is affiliated, the parties agree that the following shall apply.

- a) An employee who declares their intention to offer for one of the above noted full-time Executive positions shall notify the Corporation as soon as possible after declaring their intention.
- b) An employee elected or appointed to one of the above noted full-time Executive positions shall be given a leave of absence without pay for the term they are to serve.
- c) A leave of absence for a second (2nd) and subsequent consecutive terms shall be granted where operational requirements permit.
- d) 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 in one of the above noted full-time Executive positions and—for such purposes, the employee shall be deemed to be in the employ of the Corporation.
- f) The gross salary of the employee shall be determined by the Union or affiliated labour organization and paid to the employee by the Corporation and the amount of this gross salary shall be reimbursed to the Corporation by the Union or affiliated labour organization.
- 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 the provisions of the Collective Agreement, 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) Where applicable, the Union or affiliated labour organization shall reimburse to the Corporation, the Corporation's share of contributions for Employment Insurance premiums, Canada Pension Plan, Superannuation and group insurance premiums made on behalf of the employee during the period of leave of absence.
- 4.9
- a) The employer acknowledges the right of the Union to appoint employees as stewards.
 - b) 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 division.
 - c) The Union agrees to provide the Corporation with a list of the employees designated as stewards.
- 4.10
- The Union, its members or its agents shall not, during their working hours or on Corporation premises, conduct Union activities except as herein provided.
- 4.11
- 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.

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 and 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 All permanent employees covered by this Agreement shall work thirty-five (35) hours per week, excluding meal periods. The normal hours of work shall be seven (7) hours per day, except for those Bargaining Unit members in the Audit Department. They will normally work Monday through Friday.

Hours of work shall be scheduled in accordance with operational requirements as determined by the Vice President concerned.

Flexible working hour arrangements will be available with the approval and at the discretion of the appropriate supervisor or manager and Vice President. The core hours are from 10:00am to 3:00pm. Work must commence by 10:00am and lunch hours shall not exceed one (1) hour. Flex hours must not conflict with operational needs of the NSLC.

- 6.2 "OVERTIME" shall mean overtime authorized by a supervisor and shall not include time worked which is less than fifteen (15) minutes in a day.
- a) Store Auditors - Work performed in excess of thirty-five (35) hours per week, shall be recognized as overtime;
 - b) Other Employees - Work performed in excess of seven (7) hours per day or thirty-five (35) hours per week, shall be recognized as overtime.

- 6.3 Overtime will be computed as follows:

- a) At one and one-half (1 1/2) 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 and for all overtime worked on Saturdays or an employee's normally scheduled day off.
- c) At two and one-half (2 1/2) times the employee's basic hourly rate of pay for all work performed on Sundays.
- 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 requests will not be unreasonably denied.

- 6.4 An employee's basic hourly rate of pay shall be as set out in Schedule A.
- 6.5 An employee who is required to work during a 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) for the balance of the meal period and in addition, shall be paid a meal allowance in accordance with the following schedule:
- For the term of this Agreement, twelve dollars (\$12.00).
- Meal allowances shall be paid in advance.
- This clause shall not apply to employees whose duties require them to travel and work away from the Head Office of the Corporation.
- 6.6 "CALL OUT" shall mean the recall to work of an employee after they have left the Corporation premises. Work immediately preceding or following the employee's regular work hours is not considered to be call out work. Where an employee is called out to work, overtime rates as specified in Article 6.3 shall apply, provided however, that no employee who is called out shall receive less than four (4) hours pay at one and one half (1 1/2) times their basic hourly rate.
- 6.7 The Corporation will meet and discuss with the Union, any requirements for shift work prior to assigning any employee other than Store Auditors to shift work.
- 6.8 Where overtime following the completion of the regular shift exceeds one and one half (1 1/2) hours, the employee shall be provided with a meal allowance in accordance with Article 6.5.
- 6.9 An employee will not receive a shift differential if they are receiving overtime pay for the same hours.

ARTICLE – 7 HOLIDAYS

- 7.1 The following holidays shall be granted to employees covered by this Agreement without loss of pay:

New Year's Day	Labour Day
Heritage Day	National Day for Truth & Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Natal Day	

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

- 7.2 If any of the above holidays fall on an employee's day off, they shall be granted the holiday on an alternate date which is mutually agreeable to the Corporation and the employee.
- 7.3 Employees who report for work on December 24th shall normally be permitted to leave at 12:00pm without any loss in regular pay, providing December 24th is a regularly scheduled working day for the employee. In the event the Corporation determines that an employee must remain after 12:00pm on December 24th, such employee shall be granted equivalent time off at another date as mutually agreed between the employee and the Corporation. Employees who are on vacation or chose to take the day off as part of annual vacation will be charged with only one half (1/2) day vacation.
- 7.4 If any of the above holidays fall on a Saturday or Sunday, the holiday will be observed on the following Monday. In the event of Christmas Day and Boxing Day falling on a Sunday and Monday respectively, the holidays shall be observed on the Monday and Tuesday.
- 7.5 Compensation for employees required to work on a holiday will be calculated at two and one half (2 1/2) times the employees' basic hourly rate of pay for all work performed on holidays, except as provided for in Article 7.6. Compensation for work 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, holiday pay may be granted in the form of time off in lieu.
- 7.6 Victoria Day, Easter Monday, and Natal Day
- a) Victoria Day, Easter Monday, and Natal Day, shall be considered regular days of work.
 - b) Regular full time employees shall be paid at straight time for all hours worked (up to seven (7) hours) and will be entitled to a floater holiday to be taken at a time to be determined by the employee and their Manager.
 - c) A regular full time employee who is off on their regularly scheduled day off will be entitled to compensation as described in Article 7.2.

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), at 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 - 24 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 two hundred and eighty-eight (288) months of service (25 - 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:
- a) 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.
 - b) 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 nine (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 Except as otherwise provided, vacation leave entitlement shall be used within the year in which it is earned.
- 8.4 Consistent with the economic and efficient operation of the Corporation's business, employees may choose their vacation at any time during the year. The choice of vacation period will be governed by seniority. If an employee's vacation period conflicts with the operation of the business, the employees

will be given the opportunity to select another vacation period. Applications for vacation shall be submitted to the employee's supervisor before the end of April in the year that the vacation is requested. Applications for vacations during the period of January to April inclusive, shall be submitted to the employee's supervisor not later than the end of October in the preceding year. Upon reasonable notice, an employee may change their vacation request provided that the newly selected vacation period does not interfere with the economic and efficient operation of the Corporation's business.

- 8.5 a) Subject to its operational requirements, the Corporation may allow an employee to carry-over a maximum of five (5) days vacation credits per vacation year for 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. For greater clarity, any unused vacation credits that are not carried over shall lapse at the end of the vacation year in which they are earned.
- b) Upon request in writing and subject to having sufficient vacation credits in their accumulated vacation carry-over bank, employees shall be entitled to an annual payout from their accumulated vacation carry-over bank of between one (1) and five (5) days vacation. Such requests must be submitted by no later than February 1st of each year.
- 8.6 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.
- 8.7 An employee, upon their separation from the Corporation, shall be compensated for vacation leave to which they are entitled. An employee upon their separation from the Corporation, shall compensate the Corporation for vacation leave which they have taken but which they have not earned.

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 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, brother, sister, 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 seven (7) hours shall be granted with pay for attending the funeral of the employee's or spouse's niece, nephew, aunt or uncle.
- 9.6 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.
- 9.7 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.

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 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, Workers Compensation (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 an A-27 (Application for Sick Leave) form 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 an A-27 form 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 an A-27 form for the confidential review by our Medical Officer. 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 an A-27 form, for periods of three (3) days or less, as it considers it necessary, if it appears that an employee is abusing their sick leave entitlement. A copy of the notice that an A-27 form 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 or other drug dependencies are entitled to use sick leave for this purpose.
- 10.10 An employee who is actively being treated for a gambling dependency is entitled to use sick leave for this purpose. The employee must be in a residential treatment program in a facility approved by the Nova Scotia Department of Health.

ARTICLE 11 – LEAVES OF ABSENCE

11.1 Special Leave

The Business Unit head 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) Attending employee's own graduation.
- h) Executive officers of clubs or fraternal organizations who are obligated to participate formally in funeral services for members.
- i) 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 Business Unit head 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 are 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, as 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 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, taken as time off as vacation or other banked time or as unpaid leave.

11.8 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 possible 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.

11.9 Pregnancy and Parental Leaves and Allowances

- a) The Corporation may require reasonable supporting documentation specifying the expected date of delivery.
- a) 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 that they held prior to the commencement 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 (2) 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.

- b) 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 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 pregnancy leave, payments made according to the SUB 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. 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 that 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 to 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 SUB 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 SUB 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 (1) week shall be eligible for parental leave allowance, pursuant to Article 11.9 (B) b) ii.

(D) Parental Leave for Non-Birthing Parents

- a) An employee who has become a parent of one (1) 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.
 - 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 who is 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 SUB 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 that 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 to 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 SUB Plan will be adjusted accordingly.
- c) 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*.
- d) 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 SUB 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.

11.10 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
 - iii. 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 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.
- 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 at the Corporation. All benefits, privileges and rights to pension will be in accordance with the provisions of the *Public Service Superannuation Act*, copies of which may be obtained from the Queen's Printer, Halifax.

ARTICLE 13 - PUBLIC SERVICE AWARD

- 13.1 a) An Employee who retires, that is, one who ceases employment with the 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 13.1a) shall be calculated by multiplying the equivalent of one (1) week's pay (annual salary divided by fifty-two (52)), by 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 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 as of August 20, 2019. Otherwise, the salary will be based on the salary that 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 (1) month after the Employer sends them notice of their eligibility for an early payout.

ARTICLE 14 - TERMINATION OF EMPLOYMENT

- 14.1 a) An employee who is absent from their employment without permission for six (6) consecutive days shall be deemed to have resigned their position effective the first (1st) day of their absence.

- b) 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 New employees on probation may be terminated before completion of the probationary period. Such termination shall not be the subject of a grievance.
- 14.4 The Corporation and employees agree to provide to each other, as applicable, two (2) weeks' notice in writing of intention to terminate employment.

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. Such 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, 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 immediate supervisor or applicable designate, within ten (10) days from the date of the event causing the grievance. The supervisor 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 ten (10) 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 Senior 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. 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 has 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. 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 2 of the grievance procedure as set out in Article 15.5 and may subsequently be referred to arbitration in accordance with Article 15.6. 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 2 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 personal 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 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 or recall shall be based upon seniority within a classification by Business Unit.
- 17.3 An employee shall lose their seniority rights if they are discharged or quit their employment.
- 17.4 The Corporation will annually provide the Union with an up-dated seniority list for all regular employees covered by this Agreement. Any alleged errors in this list will be brought to the attention of the Senior 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.

ARTICLE 18 – RECRUITMENT AND 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 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.
- 18.3 Job vacancies or new positions within the Bargaining Unit which create opportunities for promotion of employees shall be posted for a period of seven (7) consecutive days.
- 18.4 An employee about to leave on vacation of one (1) week or more shall be considered for any vacancies which are posted during their absence providing they forward to the Senior Vice President - Human Resources, a letter signifying those positions in which they are interested.
- 18.5 If the successful applicant is not already employed by the Corporation and is appointed to a position within the Bargaining Unit, despite the application of existing employees, the reasons for the appointment shall be made known to the Union.
- 18.6 If a job that has been advertised is not filled within forty-five (45) working days from the date of it first being advertised, the Corporation will notify all applicants whether they are or are not being considered for the position.
- 18.7 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.

ARTICLE 19 – PROBATIONARY AND TRIAL PERIODS

- 19.1 a) For new employees and existing employees from outside of the Bargaining Unit, who are appointed to positions into the Bargaining Unit, the initial probationary period shall be six (6) months.
- b) The probationary period may be extended by the Corporation for up to an additional six (6) months. Notice for such extensions will be provided to the Union.
- c) Following the completion of the probationary period, employees shall be placed on the seniority list and have their seniority dated from the date that the employee first assumed the duties of the job on a full-time basis and shall be considered regular employees.
- 19.2 a) For employees promoted to a higher classification within the Bargaining Unit, a six (6) month trial period shall apply. If at any time during the trial period an employee is deemed unsatisfactory or if the employee themselves finds that they are unable to perform the duties of the new position, they shall revert to their previous classification and seniority within the Bargaining Unit.
- b) Vacancies created by the promotion shall be posted as either a permanent or a term position at the Employer's discretion. In the event that the employee promoted to the higher classification successfully completes the trial period pursuant to Article 19.2 a) and the vacancy has been filled with a term position, the Employer may choose to convert the term incumbent to a permanent employee. For the purposes of this Article, in such instances the duration of the term shall count towards the term employee's probationary period and their seniority shall be backdated to the earliest date of hire.

ARTICLE 20 - TEMPORARY PERFORMANCE OF HIGHER POSITION DUTIES

- 20.1 When an employee is required to perform the duties of a position higher than that of which they are the incumbent, for three (3) or more consecutive hours, they shall be paid for all time served at the applicable rate in the higher position, in which they are temporarily serving. This shall have no application to employees undergoing a training period leading to possible promotion.

ARTICLE 21 - RATE OF COMPENSATION ON PROMOTION

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

ARTICLE 22 - WAGES

- 22.1 Wage rates shall be paid to employees covered by this Agreement according to the classification, conditions and amounts set forth in Schedule "A", attached hereto.
- 22.2 a) A night shift differential shall be paid to an employee who works between 9:00pm and 6:00am.
- b) One dollar and fifty cents (\$1.50) per hour shall be paid for the term of this Collective Agreement.
- c) 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 bulletin boards for the exclusive use of the Union where duly authorized officers of the Union may post notices of 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 circular dealing with such changes has been received by the Union.

ARTICLE 25 - GROUP INSURANCE AND MEDICAL

- 25.1 It is a condition of employment that employees covered by this Agreement will participate in the Corporation's Group Insurance Plan.
- 25.2 The Group Insurance Plan consists of life, health, dental and long term disability insurance.
- 25.3 The Corporation will pay the full premium cost of the Group Insurance Plan.
- 25.4 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:

- i. Defining problems.
- ii. Developing viable solutions to problems.
- iii. Preparing solutions and making recommendations for improvements 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 that may be contemplated.

ARTICLE 26 - TECHNOLOGICAL & OPERATIONAL CHANGE

- 26.1 The Employer agrees to provide as much advance notice as is reasonably practicable, but not less than three (3) months' notice, to the Union of a technological change in equipment or methods which would result in a change in employment status or a significant change in working conditions of employees, as provided for in this Agreement. In addition, the Employer agrees to meet with the Union with the view to discussing problems which might arise as a result of the introduction of such technological change.
- 26.2 In the event of technological change or other change causing job elimination, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such change.
- 26.3 Where the Employer determines that the appropriate response to a technological change is employee retraining and that such training is reasonably feasible, it shall be provided during normal work hours, where possible.
- 26.4 Where the Employer determines that there are redundant positions resulting from operational change, those employees who are laid off or terminated will be provided with a severance package of 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 counseling firm, employees shall be entitled to reimbursement of up to five thousand dollars (\$5,000.00) as an employment transition or relocation allowance. To be eligible for reimbursement, receipts must be received within twelve (12) months from the date of layoff or termination.

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- 26.5 Where lay-offs or terminations are necessary, employees shall be laid off in reverse order of seniority in their job classification, by Business Unit.
- 26.6 The Employer will meet and consult with the Union regarding minimizing the adverse effects of the decision to lay-off any employee(s). Such discussions may include but are not limited to a process for offering voluntary retirement and/or voluntary severance.
- 26.7 The Employer will provide affected employees and the Union with as much notice of impending lay-off as is reasonably possible. Such notice shall include the effective date of lay-off, including the reason. Where less than sixteen (16) weeks' notice is given, the employee whose position is eliminated shall receive pay in lieu of notice for sixteen (16) weeks, less the actual notice given by the Employer.
- 26.8 An employee in receipt of a lay-off notice shall be entitled to exercise any of the following options:
- a) Accept the lay-off and receive severance as per Article 26.4.
 - b) Accept the lay-off and forfeit any severance payment, but instead retain recall rights as per Article 26.10.
 - c) Accept a vacancy within their job classification and Business Unit.
 - d) Should there be no vacancies pursuant to c) above, displace the most junior employee within their job classification in a different Business Unit subject to having the necessary qualifications.
- 26.9 Any employee displaced as a result of Article 26.8 d), will assume the lay-off notice of the person to whom notice was initially given and exercise their rights, as set out in Article 26.8.
- 26.10 Employees who are laid-off without severance, shall have their names applied to the recall list for a period of twenty-four (24) months. Subject to having the necessary qualifications, employees shall be recalled by seniority. Refusal to accept recall to a vacancy within their classification and business unit will result in having their name struck from the recall list. Recall rights shall lapse and employment will cease, without severance, if the lay-off lasts more than twenty-four (24) months without recall.
- 26.11 No new employees shall be hired or promoted into the Bargaining Unit until all employees on the recall list have had an opportunity to be recalled.

ARTICLE 27 - SAFETY AND HEALTH

- 27.1 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.
- 27.2 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.
- 27.3 The Employer undertakes to provide first-aid training to at least one (1) employee per division. The Employer shall also provide each division with a first-aid kit.
- 27.4 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 28 - 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 29 – LABOUR MANAGEMENT COMMITTEE

- 29.1 The Committee shall be comprised of the President of Local 470E and such representatives as appointed by the Union, not to exceed five (5) in number. The Corporation shall be represented by the Vice President – Human Resources or designate, Vice President - Finance or designate, Vice President

- Supply Chain 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.

29.2 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 30- DURATION AND RENEWAL

This Agreement shall be in force and effect for the period from date of signing until March 31, 2024, 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, 2021, 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, 2021. The retroactive payments to retirees will cover all hours worked from April 1, 2021 to the date of their retirement.

IN WITNESS HEREOF, the parties hereto acknowledge that this Collective this Agreement was negotiated and signed on unceded Mi'kmaq territory at Dartmouth, NS, this 31st day of May, 2022.

Representing the Union:

Representing the Corporation:

Jason MacLean

Ryan Embrett

Nicole McKim

Jennie Brewer

Barb Buchanan

Steve Power

Ricky Herritt

Amanda Ash

Bev LeBlanc

Nadine Watson

Schedule "A"

Job Classification	Effective Date	Salary Adjustment	Step 1	Step 2	Step 3
Clerk 4	Current		\$37,138	\$39,537	\$41,936
	Apr 1 2021 - Adj.	2.00%	\$37,881	\$40,328	\$42,775
	Apr 1 2021	1.50%	\$38,449	\$40,933	\$43,416
	Apr 1 2022	1.50%	\$39,026	\$41,547	\$44,068
	Apr 1 2023	1.50%	\$39,611	\$42,170	\$44,729
	Mar 31 2024	1.00%	\$40,007	\$42,592	\$45,176
Clerk 5	Current		\$42,516	\$44,914	\$47,310
	Apr 1 2021 - Adj.	1.50%	\$43,154	\$45,588	\$48,020
	Apr 1 2021	1.50%	\$43,801	\$46,272	\$48,740
	Apr 1 2022	1.50%	\$44,458	\$46,966	\$49,471
	Apr 1 2023	1.50%	\$45,125	\$47,670	\$50,213
	Mar 31 2024	1.00%	\$45,576	\$48,147	\$50,715
Clerk 6	Current		\$45,694	\$48,089	\$50,487
	Apr 1 2021 - Adj.	1.50%	\$46,379	\$48,810	\$51,244
	Apr 1 2021	1.50%	\$47,075	\$49,542	\$52,013
	Apr 1 2022	1.50%	\$47,781	\$50,286	\$52,793
	Apr 1 2023	1.50%	\$48,498	\$51,040	\$53,585
	Mar 31 2024	1.00%	\$48,983	\$51,550	\$54,121
Clerk 7	Current		\$48,313	\$50,706	\$53,101
	Apr 1 2021 - Adj.	1.50%	\$49,038	\$51,467	\$53,898
	Apr 1 2021	1.50%	\$49,773	\$52,239	\$54,706
	Apr 1 2022	1.50%	\$50,520	\$53,022	\$55,527
	Apr 1 2023	1.50%	\$51,278	\$53,818	\$56,359
	Mar 31 2024	1.00%	\$51,790	\$54,356	\$56,923
Retail Accountant	Current		\$51,818	\$54,196	\$56,528
	Apr 1 2021 - Adj.	1.00%	\$52,336	\$54,738	\$57,093
	Apr 1 2021	1.50%	\$53,121	\$55,559	\$57,950
	Apr 1 2022	1.50%	\$53,918	\$56,392	\$58,819
	Apr 1 2023	1.50%	\$54,727	\$57,238	\$59,701
	Mar 31 2024	1.00%	\$55,274	\$57,811	\$60,298
Auditor Trainee	Current		\$53,531	\$55,926	\$58,322
	Apr 1 2021 - Adj.	1.00%	\$54,066	\$56,485	\$58,905
	Apr 1 2021	1.50%	\$54,877	\$57,333	\$59,789
	Apr 1 2022	1.50%	\$55,700	\$58,193	\$60,686
	Apr 1 2023	1.50%	\$56,536	\$59,065	\$61,596
	Mar 31 2024	1.00%	\$57,101	\$59,656	\$62,212
Internal Auditor	Current		\$63,309	\$65,706	\$68,102
	Apr 1 2021 - Adj.	1.00%	\$63,942	\$66,363	\$68,783
	Apr 1 2021	1.50%	\$64,901	\$67,359	\$69,815
	Apr 1 2022	1.50%	\$65,875	\$68,369	\$70,862
	Apr 1 2023	1.50%	\$66,863	\$69,394	\$71,925
	Mar 31 2024	1.00%	\$67,531	\$70,088	\$72,644

LETTER OF UNDERSTANDING

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

and the

NOVA SCOTIA GOVERNMENT AND 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

Ryan Embrett

Dated at Halifax, Nova Scotia this 31st day of May, 2022.

LETTER OF UNDERSTANDING

Between the
NOVA SCOTIA LIQUOR CORPORATION
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and the

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Deemed Regular Full Time Vacancies

1. 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:

Three (3) months after the date of signing of the Collective Agreement, all casual hours shall be reviewed annually by a representative of the Union and the appropriate Vice President. The purpose of this review will be to determine if permanent full-time vacancies exist. Specifically, the hours will be reviewed if there are sixteen-hundred (1600) 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
- hours worked by students from a recognized educational facility
- hours worked during an identified technological change or other change which may cause job elimination.

Should there be sixteen-hundred (1600) non-overlapping hours in a specific, non-rotating Bargaining Unit position 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.

The Employer shall provide the Union with all information pertinent to the sixteen-hundred (1600) hour review.

2. Three (3) months after the date of signing of the Collective Agreement, the Corporation agrees that in the event that an employee is accepted for Long Term Disability and as a result, sixteen-hundred (1600) non-overlapping

hours are worked in a specific, non-rotating Bargaining Unit position, the Corporation will declare and post a conditional RFT vacancy ~~in that~~, subject to an operational review. These hours will not count towards deemed regular full-time vacancy as described in section 1 of this Agreement.

Representing the Union:

Representing the Corporation:

Nicole McKim

Ryan Embrett

Dated at Halifax, Nova Scotia this 31st day of May, 2022.

LETTER OF UNDERSTANDING

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PREPAID LEAVE1. 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 employee's replacement shall be allotted according to the terms of the Collective Agreement. Hours worked by the replacement shall not be counted towards the sixteen-hundred (1600) 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 their 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 their 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 their 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 thirty-three and one third percent (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 that the employee would have received had they not been enrolled in the Plan.
- b) An employee's benefits will be maintained by the Employer during their 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 they 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 employment service.
- e) Superannuation deductions shall be made on the salary the employee would have received had they 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), 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

Ryan Embrett

Dated at Halifax, Nova Scotia this 31st day of May, 2022.

LETTER OF UNDERSTANDING

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

and the

NOVA SCOTIA GOVERNMENT AND 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 26.4.

Representing the Union:

Representing the Corporation:

Nicole McKim

Ryan Embrett

Dated at Halifax, Nova Scotia this 31st day of May, 2022.

LETTER OF UNDERSTANDING

Between the
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WELLNESS ALLOWANCE

In recognition of the efforts of members of Local 470E to improve attendance and reduce sick leave, the NSLC will provide a one-time wellness allowance of five hundred dollars (\$500.00) 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

Ryan Embrett

Dated at Halifax, Nova Scotia this 31st day of May, 2022.

LETTER OF UNDERSTANDING

Between the
NOVA SCOTIA LIQUOR CORPORATION
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JOB EVALUATION

Within three (3) months of the date of ratification, the Employer agrees to retain a third party to conduct a one-time job evaluation process for the following positions:

Accounting Clerk 4
Supply Chain Clerk 4
Accounting Clerk 6
Supply Chain Clerk 6
Retail Accountant
Internal Auditor

In the event the job evaluation process results in a recommended higher rate of pay for any of the above positions, the higher rate of pay shall be effective as of the date of ratification and Schedule "A" will be adjusted accordingly.

In the event the job evaluation results in a lower rate of pay for any of the above positions, then the existing rate of pay pursuant to Schedule "A" shall be maintained.

The Employer and the Union agree and acknowledge that the job evaluation process completed by the retained third party shall be final and not subject to grievance arbitration, except and only to ensure that the terms of this Letter of Understanding are followed.

Representing the Union:

Representing the Corporation:

Nicole McKim

Ryan Embrett

Dated at Halifax, Nova Scotia this 31st day of May, 2022.

Appendix A - TERM EMPLOYEES

Term employees are defined in Article 1.2. They are members of Bargaining Unit. The provisions of the Collective Agreement apply as set out below:

Preamble: APPLIES

No Discrimination: APPLIES

Article 1- Definitions: APPLIES

Article 2 – Recognition: APPLIES

Article 3 – No Strike: APPLIES

Article 4 – Union Membership: 4.1, 4.2, 4.9, 4.10 & 4.11 ONLY, APPLIES

Article 5 – Rights of Management: APPLIES

Article 6 – Hours of Work and Overtime: APPLIES

Article 7 – Holidays: APPLIES

Article 8 – Vacation Leave: DOES NOT APPLY

Term employees shall receive ten (10) vacation days per year, pro-rated for partial years.

Article 9 – Bereavement Leave: APPLIES, without pay

Article 10 – Sick Leave: DOES NOT APPLY

Article 11 – Leaves of Absence: DOES NOT APPLY, except:

11.1 - Term employees shall be granted five (5) days special leave per year for personal reasons other than vacation

11.2

11.4 a) - without pay

11.7

11.10 a) & c) - including pregnancy, parental, adoption and domestic violence leave

Article 12 – Pension: DOES NOT APPLY

Article 13 – Public Service Award: DOES NOT APPLY

Article 14 – Termination of Employment: DOES NOT APPLY

Term employment can end with two weeks' notice in writing by either party. Such termination shall not be subject to a grievance.

Article 15 – Grievance Procedure: APPLIES

Article 16 – Employee Files: APPLIES

Article 17 – Seniority: DOES NOT APPLY

Seniority shall be back-dated to earliest date of hire, without a break in service should a term employee be the successful candidate in a permanent job posting.

Article 18 – Recruitment and Promotion: DOES NOT APPLY

The selection of employees for promotion shall be based upon skill and ability. Qualified term employees will be given preference over external candidates.

Article 19 – Probationary Period: DOES NOT APPLY

Article 20 – Temporary Performance of Higher Position Duties:
DOES NOT APPLY

Article 21 – Rate of Compensation on Promotion: DOES NOT APPLY

Article 22 – Wages: APPLIES

Article 23 – Publication and Distribution: APPLIES

Article 24 – Bulletin Board: APPLIES

Article 25 – Group Insurance and Medical: APPLIES, except:
Participation is optional and the term employee will be responsible for the full premium cost.

Article 26 – Operational Change: DOES NOT APPLY

Article 27 – Safety and Health: APPLIES, except:
27.5 - with receipt

Article 28 – Employee & Family Assistance Program: APPLIES

Article 29 – Labour Management Committee: APPLIES

Article 30 – Duration and Renewal: APPLIES

Schedule "A" – Salaries: APPLIES

LOU - Job Descriptions: APPLIES

LOU – Deemed RFT: DOES NOT APPLY

LOU – Prepaid Leave: DOES NOT APPLY

LOU – Operational: DOES NOT APPLY

LOU – Wellness Allowance: DOES NOT APPLY

LOU – Job Evaluations: DOES NOT APPLY

SIDE LETTER – Job Security: DOES NOT APPLY

SIDE LETTER – Group Insurance Benefits: APPLIES

Representing the Union:

Representing the Corporation:

Nicole McKim

Ryan Embrett

Dated at Halifax, Nova Scotia this 31st day of May, 2022.

SIDE LETTER – JOB SECURITY

Between the
NOVA SCOTIA LIQUOR CORPORATION
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and the

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Job Security

The Nova Scotia Liquor Corporation recognizes the importance of job security to its employees and therefore confirms that its current business plans and projections do not require or foresee any layoff of existing permanent employees during the life of this Collective Agreement.

Representing the Union:

Representing the Corporation:

Nicole McKim

Ryan Embrett

Dated at Halifax, Nova Scotia this 31st day of May, 2022.

SIDE LETTER- GROUP INSURANCE

Between the
NOVA SCOTIA LIQUOR CORPORATION
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NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION,
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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

Ryan Embrett

Dated at Halifax, Nova Scotia this 31st day of May, 2022.