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Collective Agreement

between

Nova Scotia Liquor Corporation

- and -

Nova Scotia Government & General

Employees Union

Local 1670

April 1, 2024 – March 31, 2028

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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 recognizing that a relationship of goodwill and mutual respect between the Corporation and the employees can contribute greatly to the maintenance and increase of that welfare, the parties of the contract have joined together in the following Agreement.

ARTICLE 1 - RECOGNITION

1.1 The Corporation recognizes the Union as the exclusive representative for those Employees designated as Retail Store Managers and Assistant Managers as defined in the Labour Relations Board, Order #1930 for the purpose of Collective Bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment. The definition of the Bargaining Unit may be amended as mutually agreed.

1.2 The Union and the Employer support the right to gender expression therefore the provisions of this Agreement are intended to be gender neutral wherever possible and will be interpreted on that basis. Where the singular or plural tense is used in this Agreement, the same will be construed as meaning the plural or singular if the context required, unless otherwise specifically stated in accordance with federal and provincial laws.

1.3 The parties agree that this Agreement constitutes the entire contract between them governing the rates of pay and working conditions of the employee in the bargaining unit.

ARTICLE 2 - DEFINITIONS

2.1 "Employee" means a person who is employed on a probationary or regular basis in a job classification within the Local 1670 bargaining unit.

2.2 "Day", unless defined otherwise shall mean working day.

2.3 "Seniority" means the length of continuous employment as a probationary and regular bargaining unit employee of the corporation.

2.4 "Service" means the total accumulated months of regular full time employment with the corporation since the most recent date of hire.

ARTICLE 3 - NO STRIKE/LOCKOUT CLAUSE

3.1 The parties hereto agree that during the term of this Agreement, there shall be no strike of any kind whatsoever, work stoppages, slowdowns, interruption or interference with the normal business activities of the

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Corporation or any other concerted activity for any reason by any employees of the Union. Neither shall the Corporation cause a lockout of its employees who adhere to these regulations.

3.2 There shall be no stoppage or disruption of work during the term of this Agreement regardless of the actions of any other Union or group of employees. Nothing in this Article shall be construed to conflict with the Trade Union Act (Nova Scotia).

3.3 Participation by an employee or employees of the Union in any act violating this Article, in addition to remedies under the Trade Union Act, will be cause of legal proceedings and disciplinary action.

ARTICLE 4 - UNION SECURITY

4.1 The Corporation agrees that there shall be established, as of the first day of the month following the signing of this Agreement, a check-off, compulsory for all employees in the bargaining unit. Such check-off will remain in effect for as long as the employee remains a member of the bargaining unit and will require the Corporation to deduct monthly, from the employee's earning, an amount equivalent to Union Dues as assessed by the Union according to its constitution or by-laws.

4.2 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 payment of Union Dues, or an amount equivalent to Union Dues, shall not constitute Union Membership.

ARTICLE 5 – NO DISCRIMINATION OR HARASSMENT

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

5.2 In circumstances where an employee may be unable to perform the regular duties of their position due to a protected human rights ground, the Corporation shall accommodate the employee to the point of undue hardship in accordance with the Workplace Accommodation Policy. The affected Employee shall participate and cooperate fully in this process.

ARTICLE 6 - MANAGEMENT RIGHTS

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6.1 Except to the extent expressly abridged by the specific articles of this Agreement, the Corporation reserves and retains, solely and exclusively, all of its inherent rights to manage the business, as such rights existed prior to the execution of this Agreement with the Union.

6.2 The sole and exclusive right of management which are not abridged by this Agreement shall include but are not restricted to:

a) Its right to establish or continue policies, practices and procedures for the conduct of the business and, from time to time, to change or abolish or implement policies, practices and procedures;

b) To determine, and from time to time redetermine the number, location and type of its operations, and the methods, processes and equipment to be employed;

c) To discontinue operations in whole or in part, or to discontinue their performance by members of the bargaining unit or employees of the Corporation. The Corporation reserves the right to have such processes or operations performed by persons outside the Corporation or deleted entirely;

d) To determine, and from time to time redetermine the number of hours per day, or per week, operations shall be carried on;

e) To select and to determine as necessary the number and types of employees;

f) To assign work to such Employees in accordance with the requirements determined by the Corporation;

g) To establish and change work schedules subject to the provisions of Article 7;

h) To transfer, promote, demote or layoff, terminate or otherwise relieve Employees from duty for lack of work or other legitimate reasons;

i) To make and enforce reasonable rules for the maintenance and discipline and protection of property;

j) To suspend, discharge, or otherwise discipline Employees for just cause and otherwise to take such measures as management may deem to be necessary for the orderly or economical operation of the Corporation's business.

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6.3 The exercise by the Corporation of any of the foregoing rights shall not alter any of the specific provisions of the Agreement; nor shall they be used to discriminate against any member of the Union or bargaining unit.

6.4 The Employer retains the right to introduce, amend, or cancel policies, regulations, or directives, provided that such changes are not inconsistent with the terms of this Collective Agreement.

The Employer will provide the Union with a copy of any newly implemented or amended policy, regulation, or directive that may affect bargaining unit employees, at the time of implementation.

Such policies and changes will be communicated to employees in a manner that is clear and reasonably accessible.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Subject to consultation with the Regional Director and recognizing store operational requirements, Store Managers will schedule their own hours of work and hours of work for subordinate managers; in each case averaging 80 hours per bi-weekly period. In scheduling hours, Managers will work to optimize the efficient and effective operation of the store.

7.2 It is understood and agreed that employees shall be required by the Corporation to work in excess of 80 hours per bi-weekly period as overtime. Remuneration for overtime hours worked shall be at two (2) times the normal hourly rate. All overtime must be approved by the Regional Director.

7.3 The Corporation agrees to reimburse employees recalled from vacation for all reasonable expense incurred by the employee as a result of recall, and for which they would not have incurred had they normally been at work or had the recall not been affected.

7.4 If an employee is required to provide security or other emergency services at a time when the store is not normally open they shall be paid a minimum of four (4) hours at one and half (1.5) times the normal hourly rate.

7.5 Compensation for overtime shall be paid except where, upon the request of the employee and with the approval of the Regional Director, overtime may be granted in the form of time off in lieu of overtime hours worked. Use of the time in lieu shall be subject to mutual agreement of the employee and the Regional Director. Time off shall be at the applicable rate of overtime worked.

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7.6 Breaks will be taken, according to the length of shift, as follows:

Shift (actual hours worked & paid)	Total time scheduled (inclusive of unpaid meal break)	Paid Break(s)	Meal Break (Unpaid)
2	2	-	-
3	3	-	-
3.5	3.5	1 x 15 min	-
4	4	1 x 15 min	-
4.5	4.5	1 x 15 min	-
5	5	1 x 15 min	-
5.5	5.5	2 x 15 min	-
6	6	2 x 15 min	-
6.5	6.5	2 x 15 min	-
7	7	2 x 15 min	-
7	7.5	1 x 15 min	1 x 30 min
7.5	8	1 x 15 min	1 x 30 min
8	9	2 x 15 min	1 x 60 min
10	11	2 x 15 min	1 x 60 min
12	13	3 x 15 min	1 x 60 min

ARTICLE 8 - HOLIDAYS

8.1 The following holidays will be recognized as paid holidays for employees:

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

In addition to the above-mentioned holidays, each employee will be entitled to one 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 employees will be granted a holiday with pay, deposited into their holiday bank on August 1, to

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be used at a time mutually agreed upon by the employee and the Corporation.

8.2 If any of the above holidays fall on an employee's day off or during the employee's vacation, the employees shall have the choice of:

a) Compensation at their regular rate of pay for the holiday, or

b) A day off in lieu on a day determined by the employee and their manager

8.3 Except as otherwise agreed in writing, in the event that an employee is required to work on a holiday all such work shall be compensated at two (2X) times the employee's basic hourly rate for all hours worked.

8.4 Victoria Day and Easter Monday Exception: Notwithstanding the above, in the event that a decision is made to open NSLC stores on Victoria Day and/or Easter Monday, the day shall be considered a regular day of work. Employees shall be paid at straight time for all hours worked (up to eight hours) and will be entitled to a day off in lieu to be taken at a time to be determined by the employee and the Corporation. However, if in such circumstances Victoria Day and/or Easter Monday fall on an employee's regularly scheduled day off, and the employee is off, they will be entitled to compensation as described in Article 8.2 above.

ARTICLE 9 - VACATION LEAVE

9.1 Employees shall be entitled to receive vacation leave with pay as follows:

a) During the first 60 months of service, at the rate of 1.25 days for each completed month of service, to a total of 15 working days per year.

b) After the first 60 months of service, at the rate of 1.33 days for each completed month of service, to a total of 16 working days per year.

c) After the first 96 months of service, at the rate of 1.75 working days for each completed month of service, to a total of 21 working days per year.

d) After the first 156 months of service, at the rate of 1.83 days for each completed month of service, to a total of 22 working days per year.

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e) After the first 192 months of service, at the rate of 2.25 days for each completed month of service, to a total of 27 working days per year.

f) After the first 288 months of service, at the rate of 2.5 days for each completed month of service, to a total of 30 working days per year.

g) After the first 324 months of service at the rate of 2.75 days for each completed month of service, to a total of 33 working days per year.

For the purposes of Article 9.1 only, service for Regular Full-Time employees includes service as an RPT or CWB as follows:

a) Less than 4 years of RPT/CWB service will not be recognized towards the calculation of service for the purposes of Article 9.1.

b) 4 years or more of RPT/CWB service will be recognized at 25% per year towards the calculation of service for the purposes of Article 9.1.

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 9.1

9.2 Except as otherwise provided, vacation leave entitlement shall be used within the year in which it is earned.

9.3 Store Managers shall schedule their own vacation in consultation with the Regional Director based on the efficient and effective operation of the store.

9.4 In a store where there are multiple managers, the Manager's request for vacation leave shall be granted by the senior store leader, in consultation with the Regional Director as necessary, based on the efficient and effective operation of the store. Where a potential scheduling conflict exists between the Manager's, priority will be given based on bargaining unit seniority.

9.5

a) Subject to its operational requirements, the Corporation shall allow an Employee to carry-over a maximum of five (5) days vacation credits per vacation year to a maximum of twenty-five (25) days. Any deferred vacation leave accumulated under this sub-paragraph must be used within five (5) consecutive vacation years following the vacation year during which the carry-over is approved in writing by the Corporation.

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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 up to ten (10) days' vacation annually upon request.

9.6 With the approval of the Corporation, an employee who has been employed by the Corporation for a period of five years or more may be advanced five days from vacation leave of subsequent year.

9.7 An employee, upon separation from the Corporation, shall be compensated for vacation leave to which they are entitled.

9.8 An employee, upon separation from the Corporation, shall compensate the Corporation for vacation leave which they have taken but which they have not earned.

ARTICLE 10 - BEREAVEMENT LEAVE

10.1 If a death occurs in the immediate family of an employee, the employee shall be excused from work immediately and be granted five (5) consecutive working days off with pay following the day of 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.

10.2 For purposes of this Article, family shall mean spouse, or common law spouse, child, step-child, parent, step-parent or legally designated guardian, grandparent, grandchildren, sibling and in-laws of the same degree. The employee's aunt or uncle shall also be considered a member of the family if such aunt or uncle is permanently residing in the employee's household.

10.3 The Corporation may require such proof of eligibility as they deem reasonable for the bereavement granted to an employee.

10.4 Bereavement leave may be extended without pay at the discretion of the Senior Vice President - Human Resources upon application by the employee.

10.5 Leave to the extent of eight (8) hours shall be granted with pay for the purpose of attending the funeral of the employee's or spouse's aunt or uncle, niece or nephew.

10.6 If a death occurs in the immediate family of an employee while that employee is on vacation leave, the employee shall be granted bereavement leave in accordance with Article 9, and the appropriate number of days will be credited to their vacation bank.

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10.7 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 11 - SICK LEAVE

11.1 Sick leave means leave granted to an employee who is absent from duty by reason of mental or physical incapacity or for consultation with a doctor or dentist.

11.2 An employee shall be granted (2.16) days sick leave with pay for each month of active service.

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

An employee shall be entitled to accumulate sick leave up to a maximum of (300) three hundred days.

11.3 The Corporation reserves the right to require proof of illness, and take such action as it considers necessary at any time sick leave is taken.

11.4 The Corporation may require an employee to submit an A-27 (Application for Sick Leave) for any illness over five (5) days duration.

11.5 The Corporation may require the completion of an A-27, for periods of five (5) 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 an A-27 is required will be sent to the Union. Only in such circumstances will the Employer reimburse an employee the reasonable costs involved in supplying A-27 forms.

11.6 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.

11.7 The Corporation reserves the right to have employees medically examined to determine their suitability to carry out the duties required by their job. For this purpose, the Corporation may require the completion of an A-27 for the confidential review by our Medical Officer. A copy of the notice that an A-27 is required under this article will be sent to the Union.

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11.8 In the event that employees are found to be medically unfit for their job, every effort will be made to find alternative employment within its operation.

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

11.10 Employees who are actively being treated for dependencies recognized as a disability, are entitled to use sick leave for this purpose. The Corporation reserves the right to require proof, to its complete satisfaction, that such treatment is being administered regularly and that the employee is making a sincere and determined effort to recover.

11.11 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 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.

ARTICLE 12 – LEAVES OF ABSENCE

12.1 Personal Leave

The Corporation shall grant up to seven (7) days Personal Leave with pay per year to employees where they are unable to be at work as a result of personal matters and shall not be unreasonably denied.

12.2 Emotional Assistance Leave

Employees directly involved in a robbery or an attempted robbery or other traumatic event in the 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.

12.3 Court Leave

Leave of absence with pay shall be granted to every employee, other than an employee on leave of absence without pay or under suspension, who is required:

a) To serve on a jury; or

b) By subpoena or summons to attend as a witness in any proceeding held:

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i. In or under the authority of a court; or

ii. Before an arbitrator or umpire or a person or body of persons authorized by law to make an enquiry and to compel the attendance of witnesses; or

iii. Before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses.

Provided that no such leave shall be granted in a case where the employee is a party to the proceedings.

Where an employee notifies the Employer in advance, where possible, that they are required to serve pursuant to the provisions of Article 12.3(b)(i) as a result of the function the employee fulfills on behalf of the Employer on a day other than a regularly scheduled work day, the Employer will consider an employee's request to cover time lost on a day of rest or vacation for that period of time required by the court for the purpose of giving evidence pursuant to this Article.

An employee who is given a 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.

12.4 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.

12.5 Leave for Birth or Adoption of a Child

Business unit head or designate, shall grant up to 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.

12.6 Pregnancy, Parental and Adoption Leaves and Allowances

The Corporation may require reasonable supporting documentation specifying the expected date of delivery.

No employee shall be laid off, terminated or otherwise adversely affected in their employment while on Pregnancy and/or Parental and Adoption Leave.

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When an employee returns to work from a period of leave, the employee will resume work in the same or a comparable position they held prior to the commencement of the leave.

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.

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 entire leave.

12.6 (A) **Pregnancy and Parental Leave**

A pregnant employee can take up to 77 weeks' total leave (16 pregnancy and 61 parental). The length of the leave must be determined at the time of application.

If an employee is taking both pregnancy and parental leave, the employee must take them consecutively without returning to work between the two leaves.

a) 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, and parental leave.

c) 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.

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d) 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.

e) 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 person 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 reasonable modification of duties or temporary assignment as provided in this provision.

f) 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, may be granted in accordance with the provisions of the Sick Leave Article.

12.6 (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 S.U.B. plan will consist of the following:

i. Where the employee is subject to a waiting period before receiving E.I. 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;

ii. Up to a maximum of fifteen (15) additional weeks or up to a maximum of sixteen (16) weeks if no waiting period, payments equivalent to the difference between the weekly E.I. 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 E.I. Benefits to which the employee would have been eligible if no other earnings had been received during the period.

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c) 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.

d) 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.

e) 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.

f) 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.

g) 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.

12.6 (C) **Parental Leave (Following Pregnancy Leave)**

A pregnant employee who has become a parent of one or more children through birth is entitled to a leave of absence without pay for a period not to exceed sixty-one (61) weeks.

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The pregnant employee may be eligible for up to one week of Parental Leave Allowance, pursuant to 12.6 (B)(b)(ii).

12.6 (D) **Parental and Adoption 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-seven (77) weeks upon giving the Corporation eight (8) 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 must be determined at the time of application.

b) Parental Leave other than in Article 12.6(C)
For an employee other than one to whom Article 12.6(C) applies, Parental Leave:

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-seven (77) weeks after the birth of the child or children, or after the date the child or children are placed in the employee's home, whichever is earlier; as determined by the employee.

12.6 (E) **Parental and Adoption Leave Allowance**

a) A full-time employee entitled to Parental or Adoption Leave under the provisions of this Agreement, Article 12.6 (D), 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 or Adoption 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 E.I. 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.

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ii. Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the weekly E.I. 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 E.I. Benefits to which the employee would have been eligible if no other earnings had been received during the period.

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 or adoption 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.

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v. The employee is receiving insurance benefits under the Corporation's long-term disability plan.

12.7(A) **Leaves for Union Business**

Where operational requirements permit, and on reasonable notice, leave without pay and without loss of seniority may be granted to employees who are elected:

a) As members of the Board of Directors of the Union for the attendance at Board Meetings;

b) As members of the Bargaining Unit Negotiating Committee of the Union for the attendance at negotiating Committee meeting;

c) As required delegates to attend educational workshops, training sessions and or special conventions including, but not limited to, N.S.G.E.U., N.U.P.G.E., C.L.C. and the Nova Scotia Federation of Labour;

d) As members of standing committees of the Union for the attendance at meetings of standing committees;

e) As members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour.

Such permission will not be unreasonable withheld, however, the Employer reserves the right to restrict the use of such leaves of absence should requests for leave become too frequent. Such requests for leave shall be in writing. The Employer will continue the salary of an Employee who is granted leave without pay in accordance with Article 12.1 and will bill the union for the employee's salary.

12.7(B) **Union Executive Positions**

Where the Union has determined the requirement for a fulltime elected Union Executive position under the following headings: President (NSGEU), First Vice President, Second Vice President, Third Vice President, Secretary Treasurer; President and Secretary Treasurer of the National Union of Public Employees (NUPGE), or President of the Nova Scotia Federation of Labour an approved leave of absence without pay shall be granted in accordance with the following provisions:

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a) An employee elected to one of the above noted fulltime Union Executive positions shall notify the Corporation as soon as possible after declaring their intention to seek the office.

b) An employee elected or appointed to one of the above noted fulltime Union 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 term shall be granted in accordance with paragraphs (a) and (b) subject to operational requirements.

d) All benefits of the employee shall continue in effect while the employee is serving in the fulltime Union Executive position, and, for such purposes, the employee shall be deemed to be in the employ of the Corporation.

e) Notwithstanding paragraphs (b) and (d), the gross salary shall be determined by the Union and paid to the employee by the Corporation, and the amount of this gross salary shall be reimbursed to the Corporation by the Union.

f) 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 Corporation and the employee at a salary level commensurate with the position previously held.

g) Notwithstanding paragraph (b) or any provision of the Collective Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service with the Corporation for all purposes.

h) Notwithstanding the provisions of the respective Collective Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the calendar year in which the employee returns from leave of absence.

i) The Union shall reimburse to the Corporation the Corporation's share of contributions for EI premiums, Canada Pension Plan, Superannuation and group insurance premiums made on behalf of the employee during the period of leave of absence.

12.8 **Domestic Violence Leave**

Employees shall be entitled to domestic violence leave in accordance with the Nova Scotia *Labour Standards Code*, and shall also be entitled to an additional two (2) days paid_domestic violence leave per year if eligible.

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12.9 **Other Leaves of Absence**

The following leaves of absences will be granted in accordance with the Nova Scotia *Labour Standards Code*:

- Compassionate Care Leave
- Critically Ill Child Leave
- Critically Ill Adult Care Leave
- Crime Related Child Death or Disappearance Leave
- Emergency Leave
- Reservists Leave
- Citizenship Ceremony Leave
- Leave for End of Pregnancy

The Corporation may require reasonable supporting documentation for all leaves.

No employee shall be laid off, terminated or otherwise adversely affected in their employment while on any of these approved leave of absences.

When an employee returns to work from a period of leave, the employee will resume work in the same or a comparable position they held prior to the commencement of the leave.

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.

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 entire leave.

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(Links to the various Labour Standards Leaves will be provided on our Intranet)

ARTICLE 13 - SUPERANNUATION

13.1 All employees in the classifications covered by the 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 14 - PUBLIC SERVICE AWARD

14.1

a) Subject to Article 14.1(b) below, an employee who was employed on before April 1, 2015 and who ceases to be employed after April 1, 2015 either by retirement or resignation from employment and is immediately eligible for and immediately accepts a pension pursuant to the provisions of the Public Service Superannuation Act, shall be granted a Public Service Award equal to one (1) week's pay for each year of full-time service. The amount will include a pro-rated payment for a partial year of service.

b) The entitlement of an employee to a Public Service Award shall be based on an employee's total full-time service as of April 1, 2015. Employees hired after April 1, 2015, whether or not they have previous service, shall not be entitled to a Public Service Award.

c) The salary which shall be used to calculate the amount of the Public Service Award in accordance with this Article shall be the salary which the employee was receiving on the date of the termination of their employment or the salary used in the calculation of a pension under the Public Service Superannuation Act, whichever is greater.

14.2 Where an employee dies, and they would have been entitled to receive a Public Service Award if they had retired from the NSLC immediately before their death, the Public Service Award to which they would have been entitled shall be paid to their beneficiary under the NSLC Group Life Insurance Policy, or to their estate if there is no such beneficiary.

ARTICLE 15 - GRIEVANCE PROCEDURES

15.1 A grievance is defined as a difference between the Parties concerning the interpretation, application, administration or alleged violation of the collective agreement.

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15.2 If an employee feels that they a 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 **Grievance Procedure**

Step One

Within ten (10) working days of the event giving rise to the grievance, or within ten (10) working days of becoming aware of the event giving rise to the grievance, the employee shall discuss the grievance with the Regional Director. The Regional Director shall respond to the grievor within ten (10) working days of the grievance being brought forward.

Step Two

Failing satisfactory settlement at Step One, the Union shall, submit the grievance in writing to the Senior Vice President People & Culture or designate within five (5) working days of receipt of the decision rendered in Step One. The written submission shall include a description of the event giving rise to the grievance and, where applicable, clearly indicate which articles of the Agreement have been violated; and shall be signed by the Employee concerned.

A meeting to discuss the grievance shall be held with the Senior Vice President, People & Culture or designate, unless there is agreement of both parties not to meet. The employee shall be entitled to have a representative of the Union present at any such meeting and the Corporation reserves the right to have Counsel present at such meetings. The Corporation and the Union will co-operate with each other in exchanging relevant information and reasons for their respective positions at this step of the Grievance procedure.

The Corporation shall render a decision in writing within ten (10) working days of the meeting, or if no meeting is held, within ten (10) working days of receiving the written grievance.

Step Three – Referral to Arbitration

If the matter is not satisfactorily resolved at step two, the Union will, within fifteen (15) working days of receiving the decision at Step Two, notify the Senior Vice President – People & Culture of its intention to seek Arbitration.

Within fifteen working days of receipt of such notice, the parties shall appoint, by mutual consent, a Sole Arbitrator who shall hear the case

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and render a decision binding upon the both parties, unless there is mutual agreement to have the grievance heard by an Arbitration Panel. Where an Arbitration Panel is chosen, each party shall nominate one Panel member and the two Panel members shall then select a Panel Chairperson by mutual agreement.

If, after the expiration of fifteen (15) working days, or such other time period as is mutually agreed between the parties, no Arbitrator (or Panel Chairperson) has been selected by mutual agreement, then the Minister of Environment & Labour of Nova Scotia, at the request of either party, may appoint an Arbitrator. The Arbitrator's fees and disbursements shall be shared equally by the Corporation, and the Union. All other expenses, including fees for Panel nominees, shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other. However, the grievor shall not lose regular earnings for time missed as a result of attending the arbitration.

15.4 The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement and the Arbitrator's decision shall be final and binding on the Union, its members, the employee or employees involved, and the Corporation.

15.5 Where either party disputes the general application or interpretation of this Agreement, a policy grievance may be discussed with the Senior Vice President, People & Culture, or with the Union, as the case may be. Where no satisfactory resolution is reached the dispute may be resolved pursuant to Article 15.3 Step III – Referral to Arbitration. This section shall not apply in cases of individual grievances.

ARTICLE 16 - EMPLOYER-UNION RELATIONS

16.1 a) The Committee shall be comprised up to five (5) employee members, with no more than one (1) representative or alternate for each Region of the Corporation's operations, together with the Local Union President and/or the Employee Relations Officer, with the right of the Union to change such representatives provided that the names of any changed representatives shall be immediately communicated to the Corporation.

The Corporation shall be represented by the Vice President Human Resources or designate, Vice President Customer Experience 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

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pending grievances) on a quarterly basis, and as urgent matters arise, upon mutual agreement.

b) The Corporation agrees to pay all reasonable travelling expenses incurred by its employees in attendance at such meetings and to pay normal salary to its employees while attending such meetings.

16.2 a) The Corporation shall pay to employees designated as representatives of the Union, the time lost, up to two hundred (200) hours per each twelve (12) months for employees acting on behalf of the Union, when dealing with problems which, from time to time, arise between the Corporation and the Union or employees during the term of this Agreement.

b) The employees designated as representatives of the Union shall be communicated to the Corporation by the Union. The two hundred (200) hours referred to in Article 16.2 (a) shall commence on November 1, 1997 and every 12 months thereafter.

16.3 The Corporation shall pay to employees designated as Members of the Union's Negotiating Committee time lost, up to twelve (12) days for the negotiation of a new Agreement during the year that this Agreement expires. The number of employees so designated being limited to five (5) and the total number of days being limited to sixty (60).

16.4 a) Where operational requirements permit, and on reasonable notice, the Corporation may grant special leave with pay for a period not exceeding two (2) days to a maximum of four (4) employees who are elected as registered delegates to attend the NSGEU annual meeting of the union.

b) The union shall notify the employer of the names, including the department or store wherein the employee is employed, of the registered delegates to the NSGEU annual meeting of the union at least three (3) weeks in advance of the annual meeting.

All requests for leave to be in writing.

ARTICLE 17 - SENIORITY

17.1 Length of continuous employment as a probationary and regular bargaining unit employee of the Corporation shall be known as Seniority. Seniority shall be according to the records of the Corporation.

17.2 Where ability, skill and merit are equal as determined by the Corporation, layoffs and recalls shall be determined on the basis of seniority of the employees concerned. Subject to the foregoing, should

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two or more of the concerned employees have equal seniority then length of full-time service shall be the deciding factor.

17.3 Seniority shall be forfeited, if any employee resigns or otherwise terminates, is discharged for cause, fails to return to work or indicates they will not return to work within two weeks following recall or is laid off for twelve months or more.

17.4 The Corporation will annually provide the Union with an up-dated Seniority List of all regular employees covered by this Agreement. Copies of the list will be circulated to each member of the Union - Management Relations Committee.

ARTICLE 18 - TRANSFERS AND PROMOTIONS

18.1 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.

In the event an employee requests a transfer to another location, such request shall be made in writing to their Regional Director and if the request is accommodated subject to operational needs, the employee shall be responsible for all associated costs. In assessing transfer requests, seniority will be one of the factors considered.

A unilateral transfer by the Corporation shall not result in a reduction of salary for the employee transferred. A transfer granted at the request of the employee shall result in a reduction of salary if the transfer is to a lower paid classification.

18.2 In the event that the Corporation requests an employee to transfer to another location, and that location is 40 or more kilometers from the employee's present location, no employee shall be required to accept the transfer unless it is mutually agreed to.

18.3 In the event that an employee or the Corporation requests a transfer, which will result in an employee moving to a lower classification, notice of the transfer shall be provided to the Union at least ten (10) days prior to the effective date of the transfer.

18.4 If a vacancy arises, all candidates who have applied for the position shall be considered and the appointment shall be made in accordance with the provisions of Article 18.5. If no candidate within the bargaining unit has requested the position, the Corporation's decision to fill the vacancy

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shall not be the subject of a grievance. Nothing herein shall prevent the Corporation from advertising as it deems necessary.

18.5 In determining the skill, ability and merit of an applicant for a promotion within the bargaining unit, the Corporation will consider whether the applicant meets the following criteria:

1. Maintains satisfactory attendance at work, that is, they are not on attendance monitoring.

2. Has demonstrated satisfactory work performance.

3. Has successfully completed all the required training offered for the position.

4. Meets or exceeds the pass mark for the posted position. The pass mark shall be determined by Management at the time the position is posted.

5. Has successfully completed at least six months in their current classification.

The position will be offered to the most senior candidate, based on bargaining unit seniority, who meets all of the above requirements.

18.6 The Corporation agrees that, in assessing employees in the bargaining unit for promotion in the unit, it shall continuously monitor the performance of the employee concerned. This shall include consultation and assistance in upgrading the ability, skill and merit of the employee if they are found deficient in any areas that may adversely affect their promotability. This will be done through the evaluation procedures of the Corporation and through discussion with the employee's Manager and such other persons as the Corporation designates.

18.7 Employees covered by this Agreement shall have the right to apply for positions outside the Bargaining Unit, it being agreed that the Corporation has full discretion in making appointments to such positions. New positions or vacancies at Head Office or in the field that create opportunities for promotion shall be posted in all stores.

18.8 In job postings the Corporation shall identify those locations or positions which require candidates to be bilingual.

18.9 For new employees and for persons promoted into the bargaining unit, the initial probationary period shall be for a six month period. This period may be extended by the Corporation for an additional six (6) months. Notice of such extension will be provided to the Union.

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Employees on such probation shall not be entitled to any seniority benefits. However, on completion of the probationary period, they will be entitled to seniority credits effective the first day they commenced their duties on a regular full time basis.

18.10 For employees promoted to a higher classification within the bargaining unit, a three month trial period shall apply. This period may be extended by the Corporation for an additional three (3) months. Notice of such extension will be provided to the Union.

18.11 All probationary and trial periods shall be counted from the day the employee first assumed the duties of the job on a regular, full time basis.

18.12 When an employee is promoted out of the bargaining unit, and prior to the expiration of their probationary period, returned to the bargaining unit, they shall return to their former classification and they shall not suffer any loss of seniority as a result of the demotion.

18.13 When an employee is promoted to a position within the bargaining unit and is subsequently demoted for misconduct or other sufficient reason, the Corporation will classify them in accordance with their abilities and available positions at the time.

ARTICLE 19 - WAGES

19.1 Wage rates shall be paid to employees covered by this Agreement in accordance with Schedule "A" attached.

19.2 Except as provided in 19.3 below, probationary employees within the Manager 1 classification shall be paid the starting rate of their classification. After each year of continuous service within the classification, the employee shall be eligible to move to the rate applicable to the next step for the position.

19.2 (b) All other classifications within Schedule A after 6 months of continuous service within the classification shall be eligible to move to the rate applicable to the next step for the position.

19.3 Employees promoted within the bargaining unit shall not suffer a reduction in salary during the probationary period but shall receive either their current rate or the starting rate of the new classification, whichever is the higher. Upon completion of the probationary period, the employee will be paid at the confirmed rate for the position.

19.4 When a Manager is temporarily appointed outside of their own store to a position higher than their own by the Regional Director, they shall be paid for all time served at the applicable rate in the higher job

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classification. The applicable rate is the probationary rate for the first 3 consecutive months in the position and the confirmed rate thereafter.

19.5 In the event of a higher classified manager being absent from a store, any lower classified Manager in the store shall perform the duties of the higher role as required.

In the event of a prolonged absence, when a Manager is temporarily required to perform the duties of a higher classified position in their own store, they shall be paid at the probationary rate in the higher job classification, effective as of the date the prolonged absence began. A prolonged absence is defined as any single period of two weeks or more.

19.6 Shift Premium

A night shift premium at the rate of three dollars ($3.00) per hour shall be paid to an employee who works between 6:00pm and 7:00am. Shift premium shall not be paid while in receipt of overtime pay.

ARTICLE 20 - MILEAGE

20.1 Employees shall be compensated at the prevailing rate, established by the Corporation, for the use of personal automobile on Corporation business where such mileage has been approved by the Regional Director.

ARTICLE 21 - GROUP INSURANCE

21.1 It is a condition of employment that employees covered by this Agreement will participate in the Corporation's Group Insurance Plan. The Group Insurance Plan consists of life, health, dental and long term disability insurance.

21.2 The Corporation will continue to pay the full premium cost of the Group Insurance Plan for employees in the bargaining unit as of March 31, 2005.

Employees joining the bargaining unit on or after April 1, 2005 shall maintain their cost-sharing arrangements then in place.

21.3 a) The Benefits Committee will be made up of three (3) members appointed from the Bargaining Units three (3) representatives from the management group, the NSGEU Pension and Benefits Officer, in addition to representatives from the other Bargaining Units.

b) The Benefits Committee shall meet on request to discuss matters of

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concern regarding benefits, and shall have the power to make recommendations concerning improvements to the plans to the Corporation.

c) The Benefits Committee shall be responsible for:

1. Defining problems;

2. Developing viable solutions to problems; and

3. Making recommendations and preparing solutions to the Corporation.

ARTICLE 22 - MISCELLANEOUS

22.1 a) The Union, its members or its agents shall not, during their working hours or on Corporation premises, conduct Union activities except as herein provided.

b) 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.

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

22.3 a) Employees are subject to the rules and regulations of the Corporation. Such rules and regulations may be changed by the Corporation as it deems necessary.

b) Such rules and regulations shall not in any way conflict with the provisions of the Collective Agreement.

22.4 The Corporation agrees that employees, while working, shall wear safety shoes 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. It is agreed that the full cost of supplying the safety shoes or such other protective apparel will be paid by the Corporation.

22.5 The Corporation will provide five shirts and one fleece jacket to all employees. The choice of such clothing shall be at the sole discretion of

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the Corporation. They will be replaced by the Corporation when they are no longer serviceable. It shall be the responsibility of the employees to wear such clothing while on duty and to keep such clothing cleaned, in good repair, and suitably presentable to the public at their own expense.

22.6 Employees who receive a less than fully satisfactory performance appraisal have the right to request a re-evaluation at anytime which is at least three (3) months after their last evaluation.

ARTICLE 23 – DISCIPLINE AND DISCHARGE

23.1 The Corporation shall have the right to discipline, suspend or discharge an employee for just cause.

23.2 If the employer decides to hold a disciplinary meeting with an employee, the employer shall first notify a representative of the Union of the time and date of the meeting. The employer shall inform the employee of their right to have a Union representative present during the meeting. The above shall not prevent immediate disciplinary action from being imposed.

23.3 a) Where an employee is suspended or discharged, the employer shall within ten days notify the employee in writing by registered mail or in person stating the reason for the suspension or discharge.

b) The Employer will notify the Union when an employee is disciplined.

23.4 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 arbitration and shall lodge their grievance at the second level of the grievance procedure.

23.5 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.

ARTICLE 24 – TECHNOLOGICAL CHANGE, OPERATIONAL CHANGE

24.1 The Employer agrees to provide as much advance notice as is reasonably practicable, but not less than three (3) months' notice, to

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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.

24.2 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.

24.3 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.

24.4 Where the Employer determines that there are redundant positions resulting from operational change those regular full-time employees who are laid off will be provided with a severance package which will pay four (4) weeks pay for each year of service, with a minimum of twenty-six (26) weeks, to a maximum of fifty-two (52) weeks.

On production of receipts from an authorized educational institution or employment counseling 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.

24.5 Where layoffs or terminations are necessary, employees shall be laid off in reverse order of bargaining unit seniority in their job classification.

24.6 The Employer will meet and consult with the Union and the Executive of Local 1670 with a view to 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.

24.7 The Employer will provide affected employees with as much notice of impending lay-off as is reasonably possible. Such notice shall include the effective date of lay-off and the reasons therefore and shall be posted and also copied to the Union.

Where less than sixteen (16) weeks notice is given, the employee(s) whose position is eliminated shall receive pay in lieu of notice for sixteen (16) weeks less the actual notice given by the Employer.

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24.8 An employee in receipt of lay-off notice shall be entitled to exercise any of the following options:

a) Accept the lay-off and receive severance as per Article 24.4 above, or

b) Accept the lay-off and forfeit any severance payment, but instead retain recall rights as per Article 24.11

c) Displace ("bump") the most junior employee in the employee's same or any lower classification, in either their Region or the Province.

For Clarity:

If, for example, a Class II manager is given notice of lay-off and does not accept severance, they may accept the lay-off and their name shall be placed on the recall list as per Article 24.11 below, or may choose to utilize their options as follows:

a. Bump the most junior Class II Manager in the Region

b. Bump the most junior Class II Manager in the Province

c. Bump the most junior Class I Manager in the Region

d. Bump the most junior Class I Manager in the Province

24.9 Any employee bumped as a result of the above will assume the lay-off notice of the person to whom notice was initially given and exercise their seniority rights as set out above in 24.8.

24.10 Any employee who bumps another employee, pursuant to Article 24.8 (c), will have priority for vacancies in their original classification for a period of twenty-four (24) months.

24.11 Employees who are laid off without severance shall have their names applied, by bargaining unit seniority, to the recall list for a period of twenty-four (24) months.

Employees shall be recalled by bargaining unit seniority to their own classification or to a lower classification. Refusal to accept recall to any classification will result in having their name struck from the recall list.

The lay-off shall be a termination of employment and recall rights shall lapse if the lay-off lasts for more than twenty-four (24) months without recall. No severance is payable in relation to such terminations.

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24.12 No new employees shall be hired into the bargaining unit until all employees on the recall list have had an opportunity to be recalled.

24.13 The corporation will reimburse reasonable moving expenses, to a maximum of $5,000.00, in the event an employee is assigned to a store forty or more kilometres from their current store (or former store in the case of recall), as a result of exercising their right to bump a junior employee, or accepting a position by recall.

ARTICLE 25 - DURATION AND RENEWAL

This Agreement shall be in place from April 1, 2024 until March 31, 2028, both dates inclusive. However the terms of the Agreement, except as noted below, shall only be in force and effect commencing on the date of ratification.

Notwithstanding the above, employees employed on the date of ratification shall be paid retroactive salary for all hours worked for the period from April 1, 2024 to the date of signing. In addition, retroactive payments will be applied to regular full-time employees who have retired from the Corporation since April 1, 2024. The retroactive payments for retirees will include all hours worked from April 1, 2024 to the date of their retirement.

This Agreement shall be automatically renewed for a period of one (1) year unless written notice to revise or terminate is served within two (2) months of the expiry date of the Agreement.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized officers this 10 day of March, 2026.

Representing the Union:

Signed by: Sandra Mullen
Sandra Mullen

Signed by: Gina Boyd
Gina Boyd

Signed by: Darren Smith
Darren Smith

Signed by: Robin West
Robin West

Signed by: neil poirier
Neil Poirier

Representing the Corporation:

DocuSigned by: Ryan Embrett
Ryan Embrett

Signed by: Nadine Watson
Nadine Watson

Signed by: Jennie Brewer
Jennie Brewer

Signed by: Kate Palmer
Kate Palmer

DocuSigned by: Ken Cusack
Ken Cusack

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Signed by:
leanne wright

Leanne Wright

Signed by:

Jody Dixon

Signed by:
Gordie Rackley

Gordie Rackley

Signed by:
Nicole Holland

Nicole Holland

Signed by:

Andy MacInnis

Signed by:
Tracy Walker

Tracy Walker

Schedule "A"

Salary Increases:

Effective April 1, 2024	5.5% (as no classifications are ineligible for a 2.5% special adjustment)
Effective April 1, 2025	Economic adjustment 2%
Effective April 1, 2026	Economic adjustment 2%
Effective April 1, 2027	Economic adjustment 2%

The above salary increases are implemented as:

Job Classification	Effective Date	Step 1	Step 2	Step 3
Manager I	March 31 2024 (Current)	$63,870	$65,148	
	April 1 2024	$67,383	$68,731	$70,106
	April 1 2025	$68,731	$70,106	$71,508
	April 1 2026	$70,106	$71,508	$72,938
	April 1 2027	$71,508	$72,938	$74,397
Job Classification	**Effective Date**	**Probationary/Trial Rate**	**Confirmed Rate**	
Manager II	March 31 2024 (Current)	$67,362	$69,319	
	April 1 2024	$71,067	$73,132	
	April 1 2025	$72,488	$74,595	
	April 1 2026	$73,938	$76,087	
	April 1 2027	$75,417	$77,609	
Manager III	March 31 2024 (Current)	$73,869	$76,059	
	April 1 2024	$77,932	$80,242	
	April 1 2025	$79,491	$81,847	
	April 1 2026	$81,081	$83,484	
	April 1 2027	$82,703	$85,154	
Manager IV	March 31 2024 (Current)	$79,184	$83,178	
	April 1 2024	$83,539	$87,753	
	April 1 2025	$85,210	$89,508	
	April 1 2026	$86,914	$91,298	
	April 1 2027	$88,652	$93,124	
Manager V	March 31 2024 (Current)	$86,161	$88,752	
	April 1 2024	$90,900	$93,633	
	April 1 2025	$92,718	$95,506	
	April 1 2026	$94,572	$97,416	
	April 1 2027	$96,463	$99,364	

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SCHEDULE "B"

STORES AND JOB CLASSIFICATIONS

Stores Classification

Stores classification shall be reviewed annually, at the end of each fiscal year. A store's classification is based on annual net sales excluding Harmonized Sales Tax (HST) and bottle deposit. If there are any changes to the store classifications, they shall be adjusted effective April 1st.

The adjustments shall be for achieving fiscal annual net sales increases as a result of growth in sales volume, over and above any element attributable to price changes. Each fiscal year the net sales target for each Classification level will be adjusted to reflect increases in the previous year attributable to price change.

If a store's net sales meet or exceed the target for each of two consecutive years, that store shall be reclassified accordingly effective April 1st for the subsequent fiscal year. For greater clarity, a store meeting or exceeding the applicable targets shall be reclassified effective the first day of the next fiscal year directly following the two consecutive (2) fiscal years.

Classification	Annual Net Sales Targets			
	April 1 2024 - March 31 2025	April 1 2025 - March 31 2026	April 1 2026 - March 31 2027	April 1 2027 - March 31 2028
Class 1	< $2,802,338			
Class 2	≥ $2,802,338			
Class 3	≥ $5,324,443			
Class 4	≥ $10,088,418			
Class 5	≥ $15,000,000			

Spaces in this chart intentionally left blank for filling in future net sales targets as they are established. Within 30 days of the annual net sales targets being established each year, the Employer will provide a copy of the updated chart to employees and the union.

Job Classifications

The following job classifications are related to designated store classifications where the Corporation makes appointments. Nothing in this classification restricts the Corporation in eliminating job classifications or making appointments where vacancies arise in the classification.

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Class 1 Store - Manager I
Class 2 Store - Manager II
Class 3 Store - Manager III
Class 4 Store - Manager IV
Class 5 Store - Manager V

When the Corporation appoints a Store Manager to one of its stores, they shall be appointed at the same level as that at which the store is classified at the time of the appointment.

In the event of a downward reclassification, the incumbent employees will retain their classification and all rights to salary increases and benefits. In the event of an upward reclassification of the Store, the incumbent employee(s) shall be reclassified to the higher classification. Appointments to reclassified stores shall be made in accordance with the revised store classification.

Should a store meet the required annual net sales as identified for a Class 4 store or class higher, a Manager 1 shall be appointed at the Manager 1 classification.

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LETTER OF UNDERSTANDING #1

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"

STORE STAFF SCHEDULES

Store staff schedules shall be made by store management. Subject to the general operational needs of the store, and where possible, such schedules will allow management to have every other weekend off. It is understood that weekend means Saturday, Sunday and Monday.

The Corporation shall retain the right to determine the classification and number of management in the store. A 1670 member will be regularly scheduled at each retail location under the Express banner.

Representing the Union:

Signed by:
Gina Boyd
E85AA8B484C1449

Gina Boyd

Representing the Corporation:

DocuSigned by:
Ryan Embrett
D6CF5889CB5145F

Ryan Embrett

Dated at Halifax, Nova Scotia this 10 day of March, 2026.

Docusign Envelope ID: F4D5B6BE-D1B9-4DF1-AA64-BD8E4AE059F9

LETTER OF UNDERSTANDING #2

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"

SUNDAY OPENINGS

The NSLC and the Union agree that work resulting from the opening of NSLC stores on Sunday shall be voluntary and on an individual basis.

Employees shall be paid at the rate of one and one half (1-1/2) times their hourly rate for all hours worked. Any hours worked on Sunday shall not count towards the calculation of overtime pay.

Representing the Union:

Signed by:
Gina Boyd
Gina Boyd

Representing the Corporation:

DocuSigned by:
Ryan Embrett
Ryan Embrett

Dated at Halifax, Nova Scotia this 10 day of March, 2026.

Docusign Envelope ID: F4D5B6BE-D1B9-4DF1-AA64-BD8E4AE059F9

LETTER OF UNDERSTANDING #3

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

and the

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION,
Local 1670
hereinafter referred to as the "UNION"

LEAVE OF ABSENCE FOR TEMPORARY ASSIGNMENTS

In order to provide employees with access to career development opportunities in the form of leave of absence from the bargaining unit to accept a temporary assignment to a position outside the bargaining unit, the parties agree as follows:

1. Leave of absence for this purpose means the temporary assignment of an employee to an NSLC role outside the bargaining unit. Such assignment may be to a temporary role, for example on a specific project, or to an established or new position.

2. Temporary Assignments may be for up to 24 months and may be extended further by mutual agreement between the Union and the Corporation. The Employer will advise the Union of the projected start and end dates for each temporary assignment or extension thereof.

3. Temporary Assignment opportunities are offered on a volunteer basis and no employee will be assigned out of the bargaining unit without their consent.

4. During the Temporary Assignment the employee shall not be involved in matters of discipline. The employee will continue to pay Union dues and accumulate seniority and service and be entitled to Union representation up to a period of 24 months and will retain enrolment in the Employer's group insurance and pension plans.

5. The employee's salary during the Temporary Assignment will not be less than the salary for the employee's classification in the bargaining unit.

6. Temporary Assignments may be terminated by the employee or the employer on 30 days notice, or such shorter notice as may be mutually agreeable.

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7. Upon termination of the Temporary Assignment the employee will return to their own, or a comparable, bargaining unit position.

Both parties commit to working together to resolve any issues which may arise in relation to the administration of Temporary Assignments.

Representing the Union:

Signed by:
Gina Boyd
Gina Boyd

Representing the Corporation:

DocuSigned by:
Ryan Embrett
Ryan Embrett

Dated at Halifax, Nova Scotia this 10 day of March, 2026.

Docusign Envelope ID: F4D5B6BE-D1B9-4DF1-AA64-BD8E4AE059F9

LETTER OF UNDERSTANDING #4

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

and the

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION, LOCAL 1670
hereinafter referred to as the "UNION'

EXPRESSIONS OF INTEREST FOR TEMPORARY VACANCIES

While the Employer currently has discretion with respect to filling temporary vacancies of any length arising due to leaves of absence, on a trial basis, the Employer agrees to establish an "expression of interest" process for filling such temporary vacancies, as follows:

1. For the purposes of this Letter of Understanding,

    i. An "expression of interest" is a process for filling a temporary vacancy with a qualified employee within the same classification as the temporary vacancy.
    ii. A "temporary vacancy" is a vacancy arising due to leave of absence that is expected to last for a period of at least three (3) months.

2. Where consistent with the operational requirements of the Employer, expressions of interest for transfers to cover temporary vacancies may be invited by the Employer from employees within the same classification as the temporary vacancy.

3. When inviting expressions of interest, the Employer will identify the store location of the temporary vacancy and will assess each applicant's suitability for the temporary vacancy in its sole discretion based on operational requirements.

4. Subject to operational requirements, assignment to a temporary vacancy may end at any time upon either the Employer or the employee providing at least two (2) weeks' notice. Employees filling temporary vacancies will return to their previous position and store once the temporary vacancy ends.

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Representing the Union:

Gina Boyd

Representing the Corporation:

Ryan Embrett

Dated at Halifax, Nova Scotia this 10 day of March, 2026.

Docusign Envelope ID: F4D5B6BE-D1B9-4DF1-AA64-BD8E4AE059F9

LETTER OF UNDERSTANDING #5

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

and the

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION, LOCAL 1670
hereinafter referred to as the "UNION'

STORE MANAGER V – ANNUAL SALES STIPEND

The Employer recognizes that some Class 5 stores may from time to time significantly exceed the annual net sales targets as set out in Schedule "B."

Where at the end of any fiscal year, a Class 5 store exceeds the applicable annual net sales target for Class 5 stores, as set out in Schedule "B", by an amount of $5,000,000.00 or more (for annual net sales of at least $20,000,000.00 or more), the Employer will provide a one-time sales stipend of $3500.00 to the Store Manager V (the "Annual Sales Stipend").

The Annual Sales Stipend shall be pro-rated based on completed months of active service as a Store Manager V in the store during the fiscal year.

Receipt of an Annual Sales Stipend is conditional upon the Store Manager V completing at least six (6) months of active service in the Class 5 store during the fiscal year.

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

Representing the Union:

Signed by:
Gina Boyd
F85AA8B484C1449...
Gina Boyd

Representing the Corporation:

DocuSigned by:
Ryan Embrett
D6CE5B8BC661465...
Ryan Embrett

Dated at Halifax, Nova Scotia this 10 day of March, 2026.

Docusign Envelope ID: F4D5B6BE-D1B9-4DF1-AA64-BD8E4AE059F9

LETTER OF UNDERSTANDING #6

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

and the

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION, LOCAL 1670
hereinafter referred to as the "UNION'

Professional Development and Educational Support

The Employer and the Union agree on the importance of supporting employee's ongoing professional development, in alignment with the organization's goals and available resources.

Employees who wish to pursue professional development should review the offerings available through the NSLC Academy. In the event there is no suitable option reasonably available, an employee may submit a request in accordance with the NSLC's Professional Development Approval Process.

The Employer will establish and communicate a process for all employees to submit professional development and training interests directly to the Learning & Development team. Submissions will be reviewed collectively to identify themes, assess feasibility, and incorporate relevant opportunities into organizational training plans. While employee input will be considered, final training offerings will be determined based on strategic priorities, budget, and operational feasibility.

The Employer affirms its plan to offer training on Verbal Intervention skills, in the current fiscal year.

Representing the Union:

Signed by:
Gina Boyd
Gina Boyd

Representing the Corporation:

DocuSigned by:
Ryan Embrett
Ryan Embrett

Dated at Halifax, Nova Scotia this 10 day of March, 2026.

Docusign Envelope ID: F4D5B6BE-D1B9-4DF1-AA64-BD8E4AE059F9

LETTER OF UNDERSTANDING #7

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

and the

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION, LOCAL 1670
hereinafter referred to as the "UNION'

RE: Averaging Hours in a Bi-weekly Period

It is understood and agreed that where circumstances require an Employee to work in excess of their scheduled hours, the Employee shall consider whether it is operationally feasible to average their time and reduce another shift (by arriving later or leaving earlier than scheduled) in that same bi-weekly period for the equivalent amount of such time worked in excess of their scheduled hours.

Where operations do not permit the Employee to average their time, the hours required to work in excess of 80 hours per bi-weekly period shall be considered overtime. Remuneration for overtime hours worked shall be in accordance with Article 7. All overtime must be approved by the Regional Director.

Representing the Union:

Signed by:
Gina Boyd
Gina Boyd

Representing the Corporation:

DocuSigned by:
Ryan Embrett
Ryan Embrett

Dated at Halifax, Nova Scotia this 10 day of March, 2026.

Docusign Envelope ID: F4D5B6BE-D1B9-4DF1-AA64-BD8E4AE059F9

NOVA SCOTIA LIQUOR CORPORATION

and the

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION
Local 1670

SIDE LETTER #1

RE: Wellness Allowance

In recognition of the efforts of members of Local 1670 to improve attendance and reduce sick leave, the NSLC will provide a one-time wellness allowance of $100 to each member of the bargaining unit at the date of signing. Members of the bargaining unit are encouraged to use this amount to support activities promoting their health and well-being and that of their families.

Representing the Union:

Signed by:
Gina Boyd
F85AABB484C1449...

Gina Boyd

Representing the Corporation:

DocuSigned by:
Ryan Embrett
...

Ryan Embrett

Dated at Halifax, Nova Scotia this 10 day of March, 2026.

Docusign Envelope ID: F4D5B6BE-D1B9-4DF1-AA64-BD8E4AE059F9

NOVA SCOTIA LIQUOR CORPORATION

and the

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION Local 1670

SIDE LETTER #2

RE: Group Insurance Benefits

The Parties agree to the following for all members of the group insurance plan:

The co-pay on all prescriptions will be 10% of the cost of the prescription to a maximum of ten dollars ($10) per prescription, and

The dental fee guide in effect in the employee's province of residence will be as of the date treatment is rendered, and

The maximum amount payable for all paramedical services (which does not include mental health coverage) combined, as stated in the benefit plan, is one thousand five hundred dollars ($1,500) in a calendar year.

The maximum amount payable for mental health coverage is one thousand five hundred dollars ($1500.00) in a calendar year, which is separate and distinct from coverage for paramedical services.

Coverage for eye examinations is limited to a maximum of one hundred twenty dollars ($120) every twenty-four (24) months.

Should the Employer make improvements to the group insurance plan for non-union employees solely as it relates to the benefits, co-pay and coverage amounts outlined in this Side Letter, the same improvements will apply to the unionized employee plan.

Representing the Union:

Signed by:
Gina Boyd
Gina Boyd

Representing the Corporation:

DocuSigned by:
Ryan Embrett
Ryan Embrett

Dated at Halifax, Nova Scotia this 10 day of March, 2026.