

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

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

**NO DISCRIMINATION, HARASSMENT OR WORKPLACE VIOLENCE**

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

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

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

**ARTICLE 1 – DEFINITIONS**

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

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

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

1.4 A "Casual" employee is one who has been hired to fill a non-regular position. Casuals have rights pursuant to Appendix "B" Retail (Casual) and Appendix "E" Distribution Centre (Casual).

1.5 Where the singular tense is used it shall be read as including the plural tense.

1.6 "Employer" or "Corporation" means the Nova Scotia Liquor Corporation (NSLC).

1.7 "Union" means the Nova Scotia Government & General Employees Union (NSGEU).

## **ARTICLE 2 – RECOGNITION**

2.1 The Corporation shall deal with the authorized representatives of the Union on behalf of Regular Full-Time, Regular Part-Time and Casual Corporation employees in the Bargaining Unit as described in Certification Order L.R.B. 939 or such further classification as may be mutually agreed upon.

2.2 The occupational classifications in the Bargaining Unit at the date of signing, are as follows:

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

## **ARTICLE 3 - NO STRIKE/LOCKOUT**

3.1 During the term of this Agreement,

i. There shall not be any slow down or stoppage of work for any reason by the employees or the Union;

ii. The Corporation shall not lock out its employees;

- iii. Nothing in the Article shall be construed to conflict with the *Trade Union Act, (Nova Scotia)*.

#### **ARTICLE 4 - UNION MEMBERSHIP AND ACTIVITIES**

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

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

#### 4.15 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 the 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.

## **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 a) Staff schedules shall be made by management, in consultation with staff and with the approval of the Regional Director. Schedules for Regular Full-Time employees may be created in a combination of eight (8), ten (10) and twelve (12)-hour shifts (exclusive of meal breaks), based on the operational needs of the work location.
- b) For Regular Full-Time employees, such schedules shall result in an average of forty (40) hours per week through the length of the shift rotation. Any changes in the above hours of work shall be subject to joint agreement between the Corporation and the Union.
- 6.2 Employees appointed to full-time positions prior to October 3, 2005:
- a) May voluntarily participate in ten (10) or twelve (12) hour shifts if the manager makes such shifts available and shall be eligible for every other weekend off. Weekend, for this purpose, means Saturday and Sunday.

Employees shall be advised of the proposed shift schedule in advance of making their decision. Once electing to participate in ten (10) or twelve (12) hour shifts, such election shall be in effect until it is mutually agreed upon to discontinue, or;

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

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

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

6.4 Schedules will adhere to the following principles:

- a) There shall be no split shifting of Regular Full-Time employees.
- b) Overtime shall be payable for work performed in excess of the scheduled hours per day.
- c) Vacation shall be taken on a pro-rated basis. Vacation leave is to be converted to hours.
- d) Special leave and sick leave shall be converted to hours.
- e) Breaks
  - i. For schedules of eight (8) hour shifts, there will be one (1) unpaid meal break per shift. In addition, there shall be two (2) fifteen (15) minute paid breaks.
  - ii. For schedules of ten (10) and twelve (12) hour shifts there will be one (1) unpaid meal break. In addition, there shall be two (2) paid fifteen (15) minute breaks for a ten (10) hour shift and three (3) paid fifteen (15) minute breaks for a twelve (12) hour shift.

- iii. For shifts between three (3) and five (5) hours, employees shall receive one (1) paid fifteen (15) minute break. For shifts between five (5) and seven (7) hours, employees shall receive two (2) paid fifteen (15) minute breaks. For shifts between seven (7) and eight (8) hours, employees shall receive one (1) paid fifteen (15) minute break and one (1) unpaid thirty (30) minute meal break.
  - f) Shift schedules shall average forty (40) hours per week over the period of the shift rotation. Pay will be averaged over the period of the shift rotation to provide consistent bi-weekly pay.
- 6.5
- a) The Corporation shall schedule the hours of work for Regular Full-Time employees at least four (4) weeks in advance. Work schedules will be prominently displayed but may be subject to change for operational reasons. A Regular Full-Time employee who is required to work on their scheduled day off because of an operational change, shall be paid at two (2) times their basic hourly rate for all hours worked.
  - b) If shift schedules are changed, those Regular Full-Time employees participating in ten (10) or twelve (12) hour shifts on a voluntary basis, have the opportunity to opt out, effective at the start of the revised shift schedule.
- 6.6
- "Overtime" shall mean overtime authorized by an employee's immediate supervisor. Work performed in excess of scheduled hours per day or per scheduled rotation, shall be recognized as overtime. Regular Full-Time Employees shall be paid for such overtime as follows:
- a) At one and one-half (1 ½) times the employee's basic hourly rate of pay for overtime worked, up to three (3) hours per day.
  - b) At two (2) times the employee's basic hourly rate of pay for all overtime worked, if the overtime worked exceeds three (3) hours per day or more, and for all overtime worked on Saturdays or an employee's normally scheduled day off.
  - c) At two and one-half (2 ½) times the employee's basic hourly rate of pay for all work performed on holidays and on Sundays, except as provided in Article 7.3.
  - d) Compensation for overtime shall be paid in the pay period in which it is earned except where, upon the request of the employee and with the approval of the Corporation, overtime may be granted in the form of time off in lieu of overtime hours worked. Time off shall be at the applicable rate of overtime worked. Time off in lieu shall be taken in the fiscal year (April 1st-March 31st) in which it is earned unless the time is extended by the Corporation upon the request of the employee, such request is not to be unreasonably denied.

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

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

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

6.9 An employee who is required to work during a regularly scheduled meal period shall be allowed one-half (½) hour off work and shall be paid at a rate of one and one-half (1½) times their basic hourly rate for the balance of the meal period and in addition, shall be paid a meal allowance of twelve dollars (\$12.00). Meal allowances shall be paid in advance.

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

6.11 Where overtime following the completion of the regular shift exceeds one and one-half (1½) hour, the employee shall be provided with a meal allowance in accordance with Article 6.9.

6.12 Overtime hours will be assigned within each work location in order of seniority, to employees who are at the work location when the work becomes available, in the following manner; first to the Regular Full-Time employees, then to Regular Part-Time employees and lastly to Casual employees. Any remaining overtime will be offered in the same order to employees not working when the work becomes available.

## **ARTICLE 7 – HOLIDAYS**

7.1 Regular Full-Time employees shall be paid their regular salary for the following designated holidays:

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

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

In addition to the above-mentioned holidays, each employee will be entitled to one (1) additional holiday with pay each calendar year as follows:

- a) In a municipality where a civic holiday is proclaimed by local authority and the Corporation decides to close its locations, that day shall constitute the holiday.
  - b) Where no such civic holiday is declared or the Corporation does not close its locations on such holiday, the employee shall be granted a holiday with pay at a time determined by the employee and their manager.
- 7.2 a) If any of the above holidays fall on an employee's day off, they will be paid for the holiday at their basic hourly rate.
- b) The regular scheduled hours for the day off can either be paid to the employee at the employee's basic hourly rate or they will be entitled to a day off in lieu, on a day determined by the employee and their manager.
- 7.3 In the event a Regular Full-Time employee is required to work on a holiday the following shall apply:
- a) Victoria Day and Easter Monday
    - i. Victoria Day and Easter Monday shall be considered a regular day of work.
    - ii. Employees shall be paid at straight time for all hours worked, up to their scheduled hours and will be entitled to a floater holiday to be taken at a time to be determined by the employee and their manager.
    - iii. Employees who are off on their regularly scheduled day off, will be entitled to compensation as described in Article 7.2.
  - b) All Other Holidays

For all holidays other than Victoria Day and Easter Monday, work on a holiday shall be compensated at two and one-half (2½) times the employee's basic hourly rate for all hours worked.

## **ARTICLE 8 - VACATION LEAVE**

- 8.1 Regular Full-Time employees shall be entitled to receive vacation leave with pay as follows:

- a) During the first sixty (60) months of service (1 - 5 years), at the rate of 1.25 days for each completed month of service, to a total of fifteen (15) working days per year.
  - b) After the first sixty (60) months of service (6 – 8 years), the rate of 1.33 days for each completed month of service to a total of sixteen (16) working days per year.
  - c) After the first ninety-six (96) months of service (9 - 13 years), at the rate of 1.75 working days for each completed month of service, to a total of twenty-one (21) working days per year.
  - d) After the first one hundred and fifty-six (156) months of service (14 - 17 years), at the rate of 1.83 days for each completed month of service, to a total of twenty-two (22) working days per year.
  - e) After the first two-hundred and four (204) months of service (18 - 25 years), at the rate of 2.25 days for each completed month of service, to a total of twenty-seven (27) working days per year.
  - f) After the first three hundred (300) months of service (26-27 years), at the rate of 2.5 working days for each completed month of service, to a total of thirty (30) working days per year.
  - g) After the first three hundred and twenty-four (324) months of service (28 years) at the rate of 2.75 days for each completed month of service, to a total of thirty-three (33) working days per year.
- 8.2 For the purposes of Article 8.1 only, service for Regular Full-Time employees includes service as a Regular Part-Time employee (RPT) or Casual with Benefits employee (CWB) as follows:
- 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 9 years will be credited with an additional 2.25 years of service toward the calculation of vacation as per Article 8.1
- 8.3 a) Employees who are entitled to three (3) weeks' vacation or less shall be entitled to take a minimum of two (2) weeks during the period of June to

August and the remaining vacation at a time suitable to the employee and the Corporation, outside of this period.

- b) Employees who are entitled to four (4) weeks or more vacation shall be entitled to take three (3) weeks during the period of June to August inclusive and the remaining vacation at a time suitable to the employee and the Corporation, outside of this period.
  - c) The choice of vacation period will be by work location. Requests for vacation shall be submitted by March 31st. Requests submitted within the timeframe will be governed by seniority. Requests submitted outside of the timeframe will be granted in the order in which they are requested. Regular Full-Time employees will be given preference in the scheduling of vacation leaves.
  - d) The number of employees permitted to take vacations at the same time at any one of the Corporation business locations during the above periods shall be decided by the Corporation.
  - e) It is understood that in the key retail period of December the Employer may choose to not grant any vacation.
  - f) Vacation leave for a period of not more than five (5) days may, with the consent of the Corporation, be carried over to the following calendar year, but shall lapse if not used before the close of that calendar year, unless approval pursuant to Article 8.5 a) has been obtained.
- 8.4 Vacation leave entitlement shall be used within the calendar year in which it is earned.
- 8.5 a) A Regular Full-Time employee, with the approval of the Corporation, may be granted permission to carry over five (5) days of their vacation leave each year to a maximum of twenty-five (25) days if, in the opinion of the Corporation, it will not interfere with the efficient operation of the Corporation.
- b) 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 The vacation leave approved pursuant to Article 8.5 a) shall be used within five (5) years subsequent to the date on which it was approved and shall lapse if not used within the period unless the time is extended by the Corporation.

- 8.7 With the approval of the Corporation, an employee who has been employed by the Corporation for a period of five (5) or more years, may be advanced five (5) days from vacation leave of the subsequent year.
- 8.8 An employee, upon their separation from the Corporation, shall be compensated for vacation leave to which they are entitled or shall compensate the Corporation for vacation leave which they have taken but which has not been earned.
- 8.9 Vacation schedules for each calendar year will be approved by April 30<sup>th</sup> in that year. Once posted, vacation schedules will not normally change.
- 8.10 If an employee is transferred after their vacation has been scheduled by the Corporation, the employee's vacation schedule will not be affected by the transfer.

#### **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. Such leave not to exceed seven (7) calendar days. For greater clarity, a working day is a day in which the employee has been scheduled to work.
- 9.2 For the purposes of this article, family shall mean spouse or common-law spouse, child, parent or legally designated guardian, grandparent, grandchild, sibling, including in-laws and step relatives of the same degree. The employee's niece, nephew, aunt or uncle shall also be considered a member of the family if such niece, nephew, aunt or uncle is permanently residing in the employee's household.
- 9.3 The Corporation may require such proof of eligibility as they deem reasonable for the bereavement leave granted to an employee.
- 9.4 Bereavement leave may be extended without pay at the discretion of the Senior Vice-President - Human Resources, upon application by the employee.
- 9.5 Leave to the extent of up to eight (8) hours shall be granted with pay for attending the funeral of the employee's or spouse's niece, nephew, aunt or uncle.
- 9.6 If a death occurs in the immediate family of an employee while the employee is on vacation, the employee shall be granted bereavement leave in accordance with this article and the appropriate number of days will be credited to their vacation bank.

- 9.7 An employee may defer a portion of their bereavement leave for the purpose of attending a memorial service or burial service held subsequent to the death of the relative. The employee shall notify their immediate supervisor of their intention to defer a portion of their bereavement leave upon becoming aware of the need to do so.

## **ARTICLE 10 - SICK LEAVE**

- 10.1 "Sick Leave" means leave granted to an employee who is absent from duty by reason of mental or physical incapacity or for consulting with a doctor or dentist. Employees will make a reasonable effort to arrange medical or dental appointments outside of scheduled working hours.
- 10.2 A Regular Full-Time employee shall be granted two and one twelfth (2 1/12) days sick leave with pay for each month of active service. An employee shall be entitled to accumulate sick leave up to a maximum of three hundred (300) days.

For the purposes of this article, active service means service excluding sick leave, WCB, LTD, 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 a Form A-27 "Application for Sick Leave", from a legally qualified medical practitioner, the employee shall be granted sick leave and their vacation credit restored to the extent of the sick leave.
- 10.4 The pay of an employee who is in receipt of compensation from the Worker's Compensation Board of Nova Scotia, arising from the same incapacity for which sick leave or special leave is granted shall be reduced by the amount paid to that employee by the Worker's Compensation Board.
- 10.5 The Corporation may require an employee to submit to the Corporation, a Form A-27, for any illness over three (3) days duration.
- 10.6 The Corporation reserves the right to have employees medically examined to determine their suitability to carry out the duties required by their job description. For this purpose, the Corporation may require the completion of a Form A-27 for the confidential review by the Corporation's medical consultant. The Corporation will make every effort to find alternative employment within its operation for employees who are medically unfit for their current job.
- 10.7 The Corporation may require the completion of a Form A-27 for periods of three (3) days or less, as it considers it necessary, if it appears that an employees is abusing their sick leave entitlement. A copy of the notice that a Form A-27 is required will be sent to the Union.

- 10.8 If it is necessary to report off sick, the employee shall notify their immediate supervisor as soon as possible and where shift schedules permit, no later than one (1) hour prior to the employee's normal starting time, unless injury or illness prevents the employee from doing so.
- 10.9 Employees who are actively being treated for alcohol, drug or gambling dependencies are entitled to use sick leave for this purpose. The Corporation may require supporting documentation identifying that treatment is being administered regularly and that the employee is actively participating.

## **ARTICLE 11 – LEAVES OF ABSENCE**

### 11.1 Special Leave

The Corporation shall grant up to five (5) days special leave with pay, per year, to Regular Full-Time 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 the wedding or graduation from grade twelve (12) High School and beyond, of any family member.
- e) Change of residence.
- f) Attending employee's own wedding.
- g) Executive officers of clubs or fraternal organizations who are obligated to formally participate in funeral services for members.
- h) For legal and financial counsel.

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

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

### 11.4 Leave of Absence for Jury or Witness Duty

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

- a) Where at the request of the Corporation, an employee, as a result of the functions they fulfill on behalf of the Employer, is required to appear as a witness in a criminal trial, civil trial or before an arbitrator, on a day other than a regularly scheduled work day, they shall be granted another day of rest or a vacation day.
- b) Any 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.

### 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 Letter of Understanding regarding Prepaid Leave.

### 11.6 Leave of Absence for Political Office

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

### 11.7 Emotional Assistance Leave

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

### 11.8 Storm Leave

- a) In the event of inclement weather, NSLC locations will normally continue to operate but in exceptional circumstances, operations may be

suspended. If the locations are closed, employees will be compensated at their regular rate of pay for all hours scheduled during the closure.

- b) If employees cannot travel to work, are going to be late for work, or must leave early as a result of the weather, they must advise their supervisor. Missed time can be made up, if operationally feasible or taken as time off, using vacation, other banked time or unpaid leave.

#### 11.9 Domestic Violence Leave

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

#### 11.10 Pregnancy and Parental Leaves and Allowances

- a) The Corporation may require reasonable supporting documentation specifying the expected date of delivery.
- b) No employee shall be laid off, terminated or otherwise adversely affected in their employment because of pregnancy or while on pregnancy or parental leave.
- c) When an employee returns to work from a period of leave, the employee will resume work in the same or comparable position they held prior to the commencement of the leave.
- d) During a period of leave the calculation of vacation entitlement is as follows:

- i. In a year in which an employee is on a leave, the period is not counted as a month of service for the purpose of calculating vacation entitlement for that year, except for partial months.
  - ii. Notwithstanding i. above, if the leave of absence commences on or after the fifteenth (15<sup>th</sup>) of the month or ends before the fifteenth (15<sup>th</sup>) of the month, such month shall be counted as a month of service for the purpose of calculating vacation entitlement in that year.
  - iii. The period of leave shall count as service for the purpose of determining the rate at which annual vacation entitlement is earned.
- e) While an employee is on leave, the Corporation shall allow the employee to maintain group plan benefits and pension. The employee will pay the entire cost of group plan premiums and the employee portion of the pension contributions during the period of the leave. These employee contributions may be deducted from the Supplementary Benefit payments made by the Corporation, for up to a maximum of seventeen (17) weeks.

(A) Pregnancy Leave

- a) A pregnant employee can take up to seventy-eight (78) weeks' total leave (sixteen (16) pregnancy and sixty-two (62) parental). The length of the leave should, where possible, be determined at the time of application.
- b) If an employee is taking both pregnancy and parental leave the employee must take them consecutively without returning to work between the two leaves.
- c) An employee who becomes pregnant shall, upon request, be granted an unpaid leave of absence of up to sixteen (16) weeks as provided herein.
- d) By no later than the fifth (5<sup>th</sup>) 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 Regular 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 (S.U.B) Plan.
- b) In respect to the period of pregnancy leave, payments made according to the S.U.B. Plan will consist of the following:
  - i. Where the employee is subject to a waiting period before receiving 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 fifteen (15) additional weeks' payments, equivalent to the difference between the weekly EI Benefits the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period, which may result in a decrease in the EI Benefits to which the employee would have been eligible, if no other earnings had been received during the period.
  - iii. For the purposes of this allowance, an employee's weekly rate of pay is the one to which the employee is entitled for their classification on the day immediately preceding the commencement of their pregnancy leave.
- c) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.U.B. Plan will be adjusted accordingly.
- d) The Corporation will not reimburse the employee for any amount they are required to remit to Service Canada, where their annual income exceeds

one and a half (1½) times the maximum yearly earnings under the *Employment Insurance Act*.

- e) If the Corporation determines that any benefit paid under the Plan should not have been paid or should have been paid in a lesser amount, the amount of overpayment will be recovered from any subsequent benefit payable under the Plan or by making a deduction from any future monies payable by the Corporation to the employee.
- f) Total benefits, including the S.U.B. payment made by the Corporation, are not payable for any period in which the employee is disqualified or disentitled from receipt of benefits under the *Employment Insurance Act*, as determined by Service Canada. Benefits are not payable if:
  - i. The employee has been dismissed or suspended without pay.
  - ii. The employee has terminated their employment through resignation.
  - iii. An application is made during a period when the employee is currently on strike, participating in picketing or concerted work interruption.
  - iv. The employee is on an approved leave of absence without pay.
  - v. The employee is receiving insurance benefits under the Corporation's Long Term Disability Plan.

(C) Parental Leave Following Pregnancy Leave

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

(D) Parental Leave for Non-Birthing Parents

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

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

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 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 Regular Full-Time employee entitled to parental or adoption leave in Article 11.10 (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 leave, payments made according to the S.U.B. Plan will consist of the following:
  - i. Where the employee is subject to a waiting period before receiving EI Benefits, payments equivalent to seventy-five percent (75%) of their weekly rate of pay, for the waiting period, less any other earnings received by the employee during the benefit period. The employee must request from EI that their waiting period not be waived, in order to receive this benefit;
  - ii. Up to a maximum of eleven (11) additional weeks', payments, equivalent to the difference between the weekly EI Benefits the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period, which may result in a decrease in the EI Benefits to which the employee would have been eligible, if no other earnings had been received during the period.
  - iii. For the purposes of this allowance, an employee's weekly rate of pay is the one to which the employee is entitled for their classification on the day immediately preceding the commencement of their parental leave.
- c) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.U.B. Plan will be adjusted accordingly.
- d) The Corporation will not reimburse the employee for any amount they are required to remit to Service Canada, where their annual income exceeds one and a half (1½) times the maximum yearly earnings under the *Employment Insurance Act*.
- e) If the Corporation determines that any benefit paid under the Plan should not have been paid or should have been paid in a lesser amount, the amount of overpayment will be recovered from any

subsequent benefit payable under the Plan or by making a deduction from any future monies payable by the Corporation to the employee.

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

#### 11.11 Other Leaves of Absences

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

- e) When an employee returns to work from a period of leave under this provision, they will resume work in the same or a comparable position they held prior to the commencement of the leave.
- f) During a period of leave the calculation of vacation entitlement is as follows:
  - i. In a year in which an employee is on a leave, the period is not counted as a month of service for the purpose of calculating vacation entitlement for that year, except for partial months.
  - ii. Notwithstanding i. above, if the leave of absence commences on or after the fifteenth (15<sup>th</sup>) of the month, or ends before the fifteenth (15<sup>th</sup>) 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*.

## **ARTICLE 13 - PUBLIC SERVICE AWARD**

- 13.1 a) An employee who retires, that is, one who ceases employment with NSLC and is immediately eligible for and immediately accepts a pension pursuant to the *Public Service Superannuation Act*, shall be granted a Public Service Award.
- b) The amount of Public Service Award provided under Article 13.1 a), shall be calculated by multiplying the equivalent of one week's pay (annual salary / 52), times the number of years of full-time service, prorated to account for partial years.
- 13.2 The number of years of full-time service in Article 13.1 b) above, shall be based on the period of NSLC service credited under the *Public Service Superannuation Act*.

13.3 Where an employee dies and would have been entitled to receive a Public Service Award if they had retired from the service of the Corporation immediately before their death, the Public Service Award to which they would have been entitled shall be paid to the employee's beneficiary, as identified in the NSLC group life insurance plan or to the employee's estate, if no such beneficiary is identified.

#### 13.4 Public Services Sustainability (2015) Act

- a) Notwithstanding the above, the *Public Services Sustainability (2015) Act* requires the Employer to freeze the years of service used to calculate the amount of the Public Service Award, which shall be the years up to March 31, 2015.
- b) Employees will have the option to obtain an early payout of their Public Service Award accrued up to March 31, 2015 or receive payout on death or retirement, in accordance with the provisions of the Collective Agreement which applied to them as of March 31, 2015. If employees receive an early payout, the salary used to calculate the amount of the Public Service Award shall be the salary at the date of signing of this Collective Agreement. Otherwise, the salary will be based on the salary 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 An employee who is absent from their employment without permission for eight (8) consecutive days shall be deemed to have resigned their position, effective the first day of their absence.

- a) The employee may be reinstated if they establish to the satisfaction of the Employer, that the absence arose from a cause beyond their control and it was not possible for the employee to notify the Corporation of the reason for the absence.

14.2 A regular employee shall not be terminated except for just cause.

14.3 A new employee hired from outside of the Bargaining Unit who is on probation may be terminated before completion of the probationary period.

14.4 An employee shall have the right to have their steward or other union official present at any disciplinary meeting with the Corporation, provided the steward or union official is readily available.

**ARTICLE 15 - GRIEVANCE PROCEDURE**

15.1 A grievance is defined to be a controversy between the Corporation on the one hand and the Union, or employee(s) on the other. 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, they shall perform all their duties faithfully.

15.3 The Union may appoint a Grievance Committee of four (4) members who may be changed from time to time and whose names shall be communicated to the Corporation. Should any grievance arise, the parties shall make a sincere and determined effort to resolve such valid grievance in the following manner. All grievances shall be submitted and answered in written form.

15.4 Step One – Informal

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

15.5 Step Two – Formal

If the matter is not satisfactorily resolved at Step One, the Union may submit the grievance to the applicable Senior Vice-President – Human Resources within ten (10) days of receipt of a decision in Step One.

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

and reasons for their respective positions at this step of the grievance procedure.

#### 15.6 Step Three – Arbitration

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

15.7 Saturdays, Sundays and holidays shall be excluded in the computation of time limits specified in this article. Time limits may be extended by mutual agreement.

15.8 Any employee who has been found through the grievance procedure to have been wrongfully discharged or suspended, shall be reinstated with full compensation for all time lost at their regular rate of pay with no loss of seniority, unless the arbitrator orders otherwise.

15.9 Whenever the incident causing the grievance involves a loss of earnings and/or benefits, the arbitrator is empowered to order that such loss or part of such loss, be reimbursed or restored. 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 arbitration and shall lodge their grievance at the second (2<sup>nd</sup>) level of the grievance procedure.

15.11 When either party disputes the general application or interpretation of this Agreement, then either party may give to the other notice of its position. The parties will arrange a meeting to discuss the matter and subsequently, the party against whom the complaint has been given, will give an answer. If the matter is not settled to the mutual satisfaction of the parties, it may be referred, in writing, to Step Two of the grievance procedure 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 Union at Step Two of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

## **ARTICLE 16 – EMPLOYEE FILES**

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

## **ARTICLE 17 – SENIORITY**

- 17.1 Length of continuous employment as a probationary and Regular Full-Time employee of the Corporation shall be known as "seniority". Seniority shall be according to the records of the Corporation.
- 17.2 The selection of employees for layoff shall be based upon seniority within classification.
- 17.3 An employee shall lose their seniority rights if they are discharged or quit their employment.
- 17.4 The Corporation will provide the Union with seniority lists for all employees covered by this Agreement. Any alleged errors in this list will be brought to the attention of the 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. The Corporation will continue to supply separate seniority groupings and seniority lists for Warehouse Workers, Store Clerks and Maintenance Workers. A copy of the appropriate seniority lists will be posted in each workplace.

## **ARTICLE 18 – RECRUITMENT & PROMOTION**

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

Seniority      Ability      Skill

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

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

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

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

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

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

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

c) Preference will be given first to qualified Regular Full-Time employees, then qualified Regular Part-Time employees, before being offered to Casual employees.

### 18.5 Bilingual Staffing

The following stores will have bilingual staffing requirements:

Store No.    407, Arichat  
                  413, Cheticamp

572, Meteghan  
590, West Pubnico

### 18.6 Rate of Compensation on Promotion

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

## **ARTICLE 19 - PROBATIONARY & TRIAL PERIODS**

- 19.1 For new employees hired into the Bargaining Unit, the initial probationary period shall be for a six (6) month period. Probation may be extended by the Corporation for an additional period of up to six (6) months. Notice of such extension and the rationale for the extension will be provided to the Union. The probationary periods shall be counted from the day the employee first assumed the duties of the job on a regular basis. After successful completion of the probationary period, Regular Full-Time, Regular Part-Time and eCasual employees will be placed on the respective seniority list and have their seniority dated from the date of commencement of their probationary employment.
- 19.2 Employees promoted to a higher classification within the Bargaining Unit shall serve a six (6) month trial period. If at any time during the trial period an employee is deemed unsatisfactory or if the employee 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. In the case of reversion to a regular part-time position, the employee shall be returned to their previous sub-local and will receive the regularly scheduled hours they received immediately before the promotion.
- 19.3 An employee who accepts a position in Local 1670 or 470E shall, at the discretion of the Employer, have the ability to revert to their previous classification within the Bargaining Unit prior to the expiration of the probationary period and shall not suffer any loss of seniority as a result.

## **ARTICLE 20 – TRANSFERS**

- 20.1 The Corporation maintains its right to transfer Regular Full-Time 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 a Regular Full-Time employee to transfer to another location, the Corporation shall pay such reasonable costs as outlined in the Human Resources Policy and Procedures Manual as they exist at the date of signing. If an employee requests a transfer to another location and the request can be accommodated, subject to operational needs, the employee shall be responsible for all associated costs.

- 20.2 In the event of staff transfers, the Employer will attempt, where possible, to give two (2) weeks' notice to the employee affected.
- 20.3 Seniority will be one of the factors considered when dealing with a request for transfers between night and day operations.

#### **ARTICLE 21 - TEMPORARY PERFORMANCE OF HIGHER POSITION DUTIES**

- 21.1 When an employee is required by the Manager to perform the duties of a higher position than that of which they are the incumbent, for a period of time of three (3) or more hours, the employee shall be paid at the applicable rate in the higher job classification in which they are temporarily serving. This shall have no application to employees undergoing a training period leading to possible promotion.
- 21.2 When an employee is temporarily performing the duties of a higher position, they shall be paid for overtime worked at their regular rate multiplied by the applicable overtime rate provided for in Article 6 or at the regular straight time rate of the higher position, whichever is greater.

#### **ARTICLE 22 – WAGES**

- 22.1 Wage rates shall be paid to employees covered by this Agreement according to the classifications, conditions and amounts set forth in Schedules "A" and "AA".
- 22.2 Shift Differential
- a) A night shift differential shall be paid to an employee who works between 6:00pm and 7:00am.
  - 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 a bulletin board in each location to be located in a place accessible to all employees, for the exclusive use of the Union, where duly authorized officers of the Union may post notices of interest to the members. Matters of changes in Corporation policy that are the result of joint discussions between the Corporation and the Union will not be posted on these notice boards until the official Corporation circulars dealing with such changes have been received by the Union.

**ARTICLE 25 – CLOTHING**

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

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

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

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

**ARTICLE 26 - GROUP INSURANCE AND MEDICAL**

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

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

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

The Benefits Committee shall be responsible for:

- a. Defining problems.
- b. Developing viable solutions to problems.
- c. Making recommendations and preparing solutions to the Corporation.

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

## **ARTICLE 27 - TECHNOLOGICAL & OPERATIONAL CHANGE**

- 27.1 The Corporation is aware of the importance of job security to its employees and 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 or other change in its operation, 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 to discuss issues which may arise as a result of the introduction of such technological change or other change in its operations.
- 27.2 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.
- 27.3 Where the Employer determines that the appropriate response to a technological change is employee retraining and such training is reasonably feasible, it shall be provided during normal work hours, where possible.
- 27.4 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 which will pay four (4) weeks' pay for each year of service, to a maximum of fifty-two (52) weeks.

On production of receipts from an authorized educational institution or employment counselling firm, 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.
- 27.5 Where lay-offs or terminations are necessary, employees shall be laid off in reverse order of seniority in their job classification within their sub-local. In cases of store closures resulting in lay-offs, employees shall be laid off in reverse seniority within their current location.
- 27.6 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.
- 27.7 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.
- 27.8 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 27.4 above.
  - b) Accept the lay-off and forfeit any severance payment, but instead retain recall rights as per Article 27.10.
  - c) Accept a vacancy within an equal or lower job classification within their sub-local.
  - d) Should there be no vacancies pursuant to c) above, displace the most junior employee within their sub-local and classification.
- 27.9 Any employee displaced as a result of Article 27.8 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 27.8.
- 27.10 Employees who are laid-off without severance shall have their names applied to the recall list for a period of twenty-four (24) months. Employees shall be recalled by seniority. Refusal to accept recall to a vacancy within their sub-local 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.
- 27.11 No new employees shall be hired or promoted into the classification until all employees on the recall list have had an opportunity to be recalled.

27.12 The Corporation will reimburse reasonable moving expenses, to a maximum of five thousand dollars (\$5,000.00), in the event an employee is assigned to a store forty (40) or more kilometres from the store in which they were issued a lay-off notice from, as a result of exercising their right to displace pursuant to Article 27.8 d) or by accepting a position pursuant to Article 27.8 c) or through recall.

## **ARTICLE 28 - SAFETY AND HEALTH**

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

28.2 a) The Employer agrees to the establishment of a Joint Occupational Health and Safety Committee (JOHSC) 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 the Employer. Minutes of the meetings will be kept and copies distributed to all committee members, the Union and the Employer. Both chairpersons will sign the minutes unless there is a dispute over their contents, in which case the dissenting co-chairperson will indicate in writing the source of disagreement.

28.3 The Employer undertakes to provide first-aid training to employees by location, as required. The Employer shall also provide each location with a first-aid kit.

## **ARTICLE 29 - EMPLOYEE & FAMILY ASSISTANCE PROGRAM**

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

## **ARTICLE 30 – LABOUR MANAGEMENT COMMITTEE**

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

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

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

### **ARTICLE 31- DURATION AND RENEWAL**

This Agreement shall be in force and effect for the period from date of signing until March 31, 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 Agreement was negotiated and signed on unceded Mi'kmaq territory at Halifax, NS this 11<sup>th</sup> day of June, 2022.

Representing the Union:

Representing the Corporation:

Jason MacLean

Ryan Embrett

Nicole McKim

Paul Rapp

Brian Horne

Ken Cusack

Sheila Keddy

Gordie Rackley

Rose Nolan

Peter MacDonald

Nathan Carmichael

Nadine Watson

Brandy Reyno

Joanne Ghaney

Jennie Brewer

**SCHEDULE "A" SALARIES**

Classification	Effective Date	Annual % Increase	Probationary Rate	Confirmed Rate
Store Clerk	Current		\$42,215	\$45,359
	April 1 2021 base adj.	1.50%	\$42,848	\$46,039
	April 1 2021	1.50%	\$43,491	\$46,730
	April 1 2022	1.50%	\$44,143	\$47,431
	April 1 2023	1.50%	\$44,805	\$48,142
	March 31 2024	1.00%	\$45,254	\$48,624
Product Specialist	Current		\$46,835	\$51,453
	April 1 2021 base adj.	1.50%	\$47,538	\$52,225
	April 1 2021	1.50%	\$48,251	\$53,008
	April 1 2022	1.50%	\$48,974	\$53,803
	April 1 2023	1.50%	\$49,709	\$54,610
	March 31 2024	1.00%	\$50,206	\$55,156
Warehouse Worker	Current		\$42,215	\$45,359
	April 1 2021 base adj.	1.50%	\$42,848	\$46,039
	April 1 2021	1.50%	\$43,491	\$46,730
	April 1 2022	1.50%	\$44,143	\$47,431
	April 1 2023	1.50%	\$44,805	\$48,142
	March 31 2024	1.00%	\$45,254	\$48,624
Lead Hand Warehouse	Current			\$48,704
	April 1 2021 base adj.	1.50%		\$49,435
	April 1 2021	1.50%		\$50,176
	April 1 2022	1.50%		\$50,929
	April 1 2023	1.50%		\$51,693
	March 31 2024	1.00%		\$52,210
Maintenance Worker	Current		\$42,215	\$45,359
	April 1 2021 base adj.	1.50%	\$42,848	\$46,039
	April 1 2021	1.50%	\$43,491	\$46,730
	April 1 2022	1.50%	\$44,143	\$47,431
	April 1 2023	1.50%	\$44,805	\$48,142
	March 31 2024	1.00%	\$45,254	\$48,624
Maintenance Worker II	Current		\$44,413	\$47,556
	April 1 2021 base adj.	1.50%	\$45,079	\$48,269
	April 1 2021	1.50%	\$45,755	\$48,993
	April 1 2022	1.50%	\$46,442	\$49,728
	April 1 2023	1.50%	\$47,138	\$50,474
	March 31 2024	1.00%	\$47,610	\$50,979
Lead Hand Maintenance	Current			\$48,704
	April 1 2021 base adj.	1.50%		\$49,435
	April 1 2021	1.50%		\$50,176
	April 1 2022	1.50%		\$50,929
	April 1 2023	1.50%		\$51,693
	March 31 2024	1.00%		\$52,210

**SCHEDULE "AA" SALARIES**

Hours Worked Threshold	Effective Date	Economic Increase %	Base Hourly Rates		Vacation Pay %
			Retail	DC	
Upon Hire	Current		\$14.41	\$15.38	4%
	April 1 2021 - base adj.	1.50%	\$14.63	\$15.61	
	April 1 2021	1.50%	\$14.85	\$15.84	
	April 1 2022	1.50%	\$15.07	\$16.08	
	April 1 2023	1.50%	\$15.29	\$16.32	
	March 31 2024	1.00%	\$15.45	\$16.49	
1,500 Hours	Current		\$15.61	\$16.40	4%
	April 1 2021 - base adj.	1.50%	\$15.84	\$16.65	
	April 1 2021	1.50%	\$16.08	\$16.90	
	April 1 2022	1.50%	\$16.32	\$17.15	
	April 1 2023	1.50%	\$16.57	\$17.41	
	March 31 2024	1.00%	\$16.73	\$17.58	
3,000 Hours	Current		\$17.46	\$17.46	4%
	April 1 2021 - 1.5% base adj.	1.50%	\$17.72	\$17.72	
	April 1 2021	1.50%	\$17.99	\$17.99	
	April 1 2022	1.50%	\$18.26	\$18.26	
	April 1 2023	1.50%	\$18.53	\$18.53	
	March 31 2024	1.00%	\$18.72	\$18.72	

**APPENDIX "A" Retail (Regular Part-Time)**

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

Preamble.....applies

No Discrimination, Harassment or Workplace Violence.....applies

Article 1 – Definitions.....applies

Article 2 – Recognition.....applies

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

Article 4 - Union Membership and Activities.....applies, EXCEPT:

4.8 a) Applies only to the extent that the leave involves days for which the Regular Part-Time employee was scheduled to work.

Article 5 - Rights of Management.....applies

Article 6 - Hours of Work and Overtime

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

6.2.....does not apply

6.3.....does not apply

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

e).....applies

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

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

Article 7 – Holidays

7.1.....does not apply  
Subject to qualifying as set out below, Regular Part-Time employees will be entitled to the following paid holidays:

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

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

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

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

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

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

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

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

7.2 .....does not apply

7.3 .....does not apply  
A Regular Part-Time employee who is regularly scheduled for less than twenty-four (24) hours per week will qualify for the holiday provided they work fifteen (15) out of the thirty (30) calendar days immediately preceding the holiday and their scheduled work day before and after the holiday.

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

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

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

Article 8 - Vacation Leave

8.1.....does not apply  
Regular Part-Time employees will be given paid vacation leave equivalent to 6% of his gross earnings.

8.2.....does not apply

8.3.....does not apply  
Subject to this and operational requirements, Regular Part-Time employees will take their vacation at times agreeable to both the manager and the Regular Part-Time employee, but excluding the month of December.

8.4.....does not apply  
Regular Part-Time employees shall, by December 15<sup>th</sup> of the current calendar year, elect to take earned vacation leave as a lump sum payment or to carry over and use up to five (5) days, subject to having the necessary earned vacation entitlement, to March 31<sup>st</sup> of the following year. Any earned vacation credit, in excess of time carried over, shall be paid the following year.

8.5.....does not apply

- 8.6.....does not apply
- 8.7.....does not apply
- 8.8.....applies
- 8.9.....applies
- 8.10.....applies
- 8.11.....applies

Article 9 - Bereavement Leave

- 9.1.....applies, EXCEPT:  
A Regular Part-Time employee will only be paid for those days during the seven (7) consecutive days immediately following the death in the employee’s immediate family that he was scheduled to work, to a maximum of five (5) days.
- 9.2.....applies
- 9.3.....applies
- 9.4.....applies
- 9.5.....applies
- 9.6.....applies
- 9.7.....applies

Article 10 - Sick Leave

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

A Regular Part-Time employee shall be entitled to retain their accumulated sick leave on promotion to full-time status.

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

- 10.3..... applies
- 10.4.....applies
- 10.5.....applies
- 10.6.....applies
- 10.7.....applies
- 10.8.....applies
- 10.9.....applies

Article 11 - Leaves of Absence

11.1 Special Leave.....applies, EXCEPT:  
A Regular Part-Time employee shall be granted special leave with pay up to twelve (12) hours per calendar year if the matters cannot readily be dealt with outside of scheduled working hours.

When granted special leave with pay, the employee shall be paid for their regularly scheduled hours for that day.

- 11.2.....applies
- 11.3 Leave for Birth or Adoption of Child.....applies, EXCEPT:  
Only on days that the Regular Part-Time was scheduled to work.
- 11.4 Leave of Absence for Jury or Witness Duty.....applies
- 11.5 Prepaid Leave.....does not apply
- 11.6 Leave of Absence for Political Office.....applies
- 11.7 Emotional Assistance Leave.....applies
- 11.8 Storm Leave.....applies
- 11.9 Domestic Violence Leave.....applies
- 11.10 Pregnancy and Parental Leaves and Allowances.....applies, EXCEPT:  
Regular Part-Time employees are not eligible for pregnancy and parental leave allowance.

11.11 Other Leaves of Absences.....applies

Article 12 – Pension.....applies

Article 13 - Public Service Award.....does not apply

Article 14 - Termination of Employment.....applies

Article 15 - Grievance Procedure.....applies

Article 16 – Employee Files.....applies

Article 17 – Seniority

    17.1.....does not apply

    Length of continuous employment as a Regular Part-Time employee with the Corporation shall be known as seniority. Seniority shall be according to the records of the Corporation.

    17.2.....applies

    17.3.....applies

    17.4.....applies

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

Article 19 - Probationary & Trial Periods.....applies

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

    Employees shall be assigned by seniority to a single store. Store assignments are to be made by seniority within each sub-local.

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

    Requests for transfers to a sub-local other than the employee’s current sub-local may be considered, with the agreement of the Union.

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

Article 22 - Wages

    22.1.....applies

22.2.....does not apply

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

Article 24 - Bulletin Board.....applies

Article 25 - Clothing

25.1.....does not apply  
Regular Part-Time employees will be issued with three (3) shirts or other suitable apparel, which will be replaced when the articles become worn out.

25.2.....applies

Article 26 - Group Insurance and Medical

26.1.....does not apply  
The participation in the Corporation’s Group Insurance Plan will be on a voluntary basis. Employees will have two (2) weeks from the signing of the Collective Agreement to notify the Corporation’s Benefits department of their intentions to opt in or out.

26.2.....applies, EXCEPT:  
Excluding long term disability insurance.

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

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

26.4.....applies

Article 27 – Technological & Operational Change

27.1.....applies

27.2.....does not apply  
Where the Employer determines that there are redundant positions resulting from operational change, those Regular Part-Time employees who are terminated will be provided with a severance package as follows:

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

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

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

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

Article 31 - Duration and Renewal.....applies

Schedule "A" .....applies

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

**APPENDIX "B" Retail (Casual)**

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

Preamble.....applies

No Discrimination, Harassment or Workplace Violence.....applies

Article 1 – Definitions.....applies

Article 2 – Recognition.....applies

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

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

Article 5 - Rights of Management.....applies

Article 6 - Hours of Work and Overtime

6.1 .....does not apply

a) Casual employees may be scheduled up to a maximum of twelve (12) hours per day.

b) Work shall be assigned to Regular Full-Time and Regular Part-Time employees in accordance with the Collective Agreement. When no Regular Full-Time or Regular Part-Time employee is available for work, work shall be offered to Casual employees. Such hours shall be scheduled in a fair and equitable manner among all Casual employees at each location, except grand-parented Casual employees who will be scheduled by seniority per the Letter of Understanding regarding Grand-Parented Casuals, who will be scheduled on the basis of seniority, until such time that they are promoted, resign or their employment is terminated.

6.2.....does not apply

6.3.....does not apply

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

e).....applies

6.5.....does not apply

6.6.....does not apply  
Overtime is defined as hours worked in excess of eighty (80) hours bi-weekly, which have been authorized by the Store Manager or designate. Such overtime shall be paid at a rate of one and one-half (1½) times the base hourly rate.

6.7.....applies

6.8.....applies

6.9.....applies

6.10.....does not apply  
Casual employees are not eligible for Shift Differential

6.11.....applies

6.12.....applies

Article 7 – Holidays

7.1.....does not apply  
Casual employees who qualify, will be entitled to the following holidays with pay:

- |                 |   |
|-----------------|---|
| New Year's Day  | National Day for Truth and Reconciliation |
| Heritage Day    | Good Friday                               |
| Remembrance Day | Canada Day                                |
| Christmas Day   | Labour Day                                |

To qualify, Casual employees must work fifteen (15) days during the thirty (30) days before the holiday and the scheduled shift before and after the holiday.

7.2.....does not apply

7.3.....does not apply  
In the event that an employee is required to work on a holiday, as set out in Article 7.1, they shall be paid the amount the employee would have normally received for that day, plus one and one-half (1½) times the employee's regular rate of wages for the number of hours worked on that holiday in Article 7.1.

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

Article 9 - Bereavement Leave

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

9.2.....applies

9.3.....applies

9.4.....applies

9.5.....applies, without pay

9.6.....does not apply

9.7.....applies, without pay

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

Article 11 - Leaves of Absence

11.1 – Special Leave.....does not apply

11.2.....does not apply

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

11.4 - Leave of Absence for Jury or Witness Duty.....does not apply  
Where at the request of the Corporation 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, they shall be paid  
for their time in attendance, up to a maximum of twelve (12) hours at their  
regular rate of pay.

11.5 - Prepaid Leave.....does not apply

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

11.7 - Emotional Assistance Leave.....applies

11.8 - Storm Leave

a) .....applies

b) .....does not apply

11.9 - Domestic Violence Leave.....applies, EXCEPT: Pursuant to Labour Standards and to the extend the employee is scheduled to work.

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

11.11- Other Leaves of Absences.....applies

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

Article 13 - Public Service Award.....does not apply

Article 14 - Termination of Employment

14.1.....does not apply  
A Casual employee who cannot be contacted for a period of eight (8) consecutive days and has not previously advised their supervisor they are unavailable, shall be deemed to have resigned their position effective the first (1<sup>st</sup>) day of their absence.

14.1a).....applies

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

14.3.....applies

14.4.....applies

Article 15 - Grievance Procedure.....applies

Article 16 – Employee Files.....applies

Article 17 – Seniority

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

17.2.....applies

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

17.4.....applies

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

Article 19 - Probationary & Trial Periods

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

19.2.....does not apply

Article 20 – Transfers

20.1.....applies

20.2.....does not apply

Article 21 - Temporary Performance of Higher Position Duties

21.1.....does not apply  
When a Casual employee is required by the Regional Director to perform the duties of a Local 1670 position for three (3) or more hours, the Casual employee shall be paid a rate equivalent to the difference between a Regular Full Time Store Clerk and the applicable higher position in which they are temporarily serving.

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

Article 22 – Wages

22.1.....applies

22.2.....does not apply

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

Article 24 - Bulletin Board.....applies

Article 25 – Clothing

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

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

Article 26 - Group Insurance and Medical.....does not apply-

Article 27 - Technological & Operational Change.....does not apply

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

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

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

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

Schedule "A".....does not apply

Schedule "AA".....applies

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

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

Preamble.....applies

No Discrimination, Harassment or Workplace Violence .....applies

Article 1 – Definitions.....applies

Article 2 – Recognition.....applies

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

Article 4 - Union Membership and Activities.....applies

Article 5 - Rights of Management.....applies

Article 6 - Hours of Work and Overtime

6.1.....applies

6.2.....does not apply  
Shifts are selected on an annual basis by warehouse and maintenance employees, based on seniority. Once selected, the shift shall remain in effect until the following year, unless otherwise mutually agreed to by the parties.

6.3.....does not apply, EXCEPT:  
After thirty-six (36) months, employees shall be eligible for every second (2<sup>nd</sup>) weekend off.

6.4.....applies

6.5.....applies, EXCEPT:  
The four (4) weeks’ notice may be waived, if mutually agreed upon.

6.6.....applies

6.7.....applies

6.8.....applies  
Call out on an employee’s day off may be for a minimum of four (4) hours and a maximum of twelve (12) hours.

6.9.....applies

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

6.10.....applies

6.11.....applies

6.12.....does not apply  
Overtime hours, up to a maximum of four (4) hours, will be offered in order of seniority to employees who are at the work location when the work becomes available, in the following manner; first to the Regular Full-Time employees, then to Regular Part-Time employees and lastly to Casual employees. Any remaining overtime will be offered in the same order to employees not working when the work becomes available.

Article 7 – Holidays.....applies

Article 8 - Vacation Leave.....applies, EXCEPT:

8.3 a) Employees who are entitled to three (3) weeks’ vacation or less shall be entitled to take a minimum of two (2) weeks during the period of June to August inclusive, and the remaining vacation at a time suitable to the employee and the Corporation, outside of this period. During this period, requests for full weeks will be given priority.

b) Employees who are entitled to four (4) weeks’ or more vacation shall be entitled to take three (3) weeks during the period of June to August inclusive and the remaining vacation at a time suitable to the employee and the Corporation, outside of this period. During this period, requests for full weeks will be given priority

c) .....applies

d) Subject to operational requirements, a minimum of eight (8) Warehouse Workers and one (1) Maintenance Worker will be permitted to take vacations at the same time.

Article 9 - Bereavement Leave.....applies

Article 10 - Sick Leave.....applies

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

Article 12 – Pension.....applies

Article 13 - Public Service Award.....applies

Article 14 - Termination of Employment.....applies

Article 15 - Grievance Procedure.....applies

Article 16 – Employee Files.....applies

Article 17 – Seniority.....applies

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

Article 19 - Probationary & Trial Periods.....applies

Article 20 – Transfers.....does not apply, EXCEPT:

20.3.....applies

Article 21 - Temporary Performance of Higher Position Duties

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

21.2.....applies

Article 22 – Wages.....applies

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

Article 24 - Bulletin Board.....applies

Article 25 – Clothing

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

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

Employees engaged in outside work during inclement weather shall be furnished with rubber outerwear. Such articles of clothing to be returned to their supervisor upon completion of the outside job to which they had been assigned.

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

25.2.....applies

Article 26 - Group Insurance and Medical.....applies

Article 27 - Technological & Operational Change.....applies

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

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

Article 30 – Labour Management Committee.....applies, EXCEPT:  
The DC will be represented by the Vice-President responsible for the department or designate.

Article 31 - Duration and Renewal.....applies

Schedule "A".....applies

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

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

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

Preamble.....applies

No Discrimination, Harassment or Workplace Violence.....applies

Article 1 – Definitions.....applies

Article 2 – Recognition.....applies

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

Article 4 - Union Membership and Activities.....applies, EXCEPT:

4.8 a) Applies only to the extent that the leave involves days for which the Regular Part-Time employee was scheduled to work.

Article 5 - Rights of Management.....applies

Article 6 - Hours of Work and Overtime

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

6.2.....does not apply

6.3.....does not apply

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

e).....applies

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

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

Article 7 - Holidays

7.1.....does not apply  
Subject to qualifying as set out below, Regular Part-Time employees will be entitled to the following paid holidays:

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

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

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

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

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

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

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

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

7.2.....does not apply

7.3.....does not apply

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

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

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

A Regular Part-Time employee who has qualified as defined above and does not work the holiday, will be paid for the holiday at straight time.

Article 8 - Vacation Leave

8.1.....does not apply

Regular Part-Time employees will be given paid vacation leave equivalent to six percent (6%) of their gross earnings.

8.2.....does not apply

8.3.....does not apply

Subject to this and operational requirements, Regular Part-Time employees will take their vacation at times agreeable to both the manager and the Regular Part-Time employee, but excluding the month of December.

8.4.....does not apply

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

8.5.....does not apply

- 8.6.....does not apply
- 8.7.....does not apply
- 8.8.....applies
- 8.9.....applies
- 8.10.....applies
- 8.11.....applies

Article 9 - Bereavement Leave

- 9.1.....applies, EXCEPT:  
A Regular Part-Time employee will only be paid for those days during the seven (7) consecutive days immediately following the death in the employees immediate family, that they were scheduled to work, to a maximum of five (5) days.
- 9.2.....applies
- 9.3.....applies
- 9.4.....applies
- 9.5.....applies
- 9.6.....applies
- 9.7.....applies

Article 10 - Sick Leave

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

A Regular Part-Time employee shall be entitled to retain their accumulated sick leave on promotion to full-time status.

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

- 10.3.....applies
- 10.4.....applies
- 10.5.....applies
- 10.6.....applies
- 10.7.....applies
- 10.8.....applies
- 10.9.....applies

Article 11 - Leaves of Absence

11.1 Special Leave.....applies, EXCEPT:  
A Regular Part-Time employee shall be granted special leave with pay up to twelve (12) hours per calendar year if the matters cannot readily be dealt with outside of scheduled working hours.

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

- 11.2.....applies
- 11.3 Leave for Birth or Adoption of Child.....applies, EXCEPT:  
Only on days that the Regular Part-Time was scheduled to work.
- 11.4 Leave of Absence for Jury or Witness Duty.....applies
- 11.5 Prepaid Leave.....does not apply
- 11.6 Leave of Absence for Political Office.....applies
- 11.7 Emotional Assistance Leave.....applies
- 11.8 Storm Leave.....applies
- 11.9 Domestic Violence Leave.....applies
- 11.10 Pregnancy and Parental Leaves and Allowances.....applies, EXCEPT:  
Regular Part-Times employees are not eligible for pregnancy and parental leave allowance.
- 11.11 other Leaves of Absences.....applies

Article 12 –Pension.....applies

Article 13 - Public Service Award.....does not apply

Article 14 - Termination of Employment.....applies

Article 15 - Grievance Procedure.....applies

Article 16 – Employee Files.....applies

Article 17 – Seniority

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

17.2.....applies

17.3.....applies

17.4.....applies

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

Article 19 - Probationary & Trial Periods.....applies

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

Article 21 - Temporary Performance of Higher Position Duties

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

21.2 .....applies

Article 22 - Wages

22.1.....applies

22.2 .....does not apply

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

Article 24 - Bulletin Board.....applies

Article 25 - Clothing

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

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

Employees engaged in outside work during inclement weather shall be furnished with rubber outerwear. Such articles of clothing to be returned to their supervisor upon completion of the outside job to which they had been assigned.

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

25.2.....applies

Article 26 - Group Insurance and Medical

26.1.....does not apply  
The participation in the Corporation's Group Insurance Plan will be on a voluntary basis. Employees will have two (2) weeks from the signing of the Collective Agreement to notify the Corporation Benefits Administrator of their intentions to opt in or out.

26.2.....applies, EXCEPT:  
Excluding long Term disability insurance.

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

26.4.....applies

Article 27 - Technological & Operational Change

27.1.....applies

27.2.....does not apply  
Where the Employer determines that there are redundant positions resulting from operational change, those Regular Part-Time employees who are terminated will be provided with a severance package as follows:

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

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

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

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

Article 31 - Duration and Renewal.....applies

Schedule "A".....applies

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

**APPENDIX "E" Distribution Centre (Casual)**

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

Preamble.....applies

No Discrimination, Harassment or Workplace Violence.....applies

Article 1 – Definitions.....applies

Article 2 – Recognition.....applies

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

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

Article 5 - Rights of Management.....applies

Article 6 - Hours of Work and Overtime

6.1.....does not apply  
Casual employees may be scheduled up to a maximum of twelve (12) hours per day.

6.2.....does not apply

6.3.....does not apply

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

e).....applies

6.5.....does not apply

6.6.....does not apply  
Overtime is defined as hours worked in excess of forty-eight (48) hours per week, which have been authorized by the supervisor or designate. Such overtime shall be paid at a rate of one and one-half (1½) times the base hourly rate.

6.7.....applies

6.8.....applies

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

Article 7 - Holidays

7.1.....does not apply  
Casual employees who qualify, will be entitled to the following holidays with pay:

- |                 |   |
|-----------------|---|
| New Year's Day  | National Day for Truth and Reconciliation |
| Heritage Day    | Good Friday                               |
| Remembrance Day | Canada Day                                |
| Christmas Day   | Labour Day                                |

To qualify, Casual employees must work fifteen (15) days during the thirty (30) days before the holiday and the scheduled shift before and after the holiday.

- 7.2.....does not apply
- 7.3.....does not apply  
In the event that an employee is required to work on a holiday, as set out in Article 7.1, they shall be paid the amount the employee would have normally received for that day, plus one and one-half (1½) times the employee’s regular rate of wages for the number of hours worked on that holiday in Article 7.1.

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

Article 9 - Bereavement Leave

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

9.6.....does not apply

9.7.....applies, without pay

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

Article 11 - Leaves of Absence

11.1 – Special Leave.....does not apply

11.2.....does not apply

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

11.4 - Leave of Absence for Jury or Witness Duty.....does not apply  
Where at the request of the Corporation 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, they shall be paid for their time in attendance, up to a maximum of twelve (12) hours at their regular rate of pay.

11.5 - Prepaid Leave.....does not apply

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

11.7 - Emotional Assistance Leave.....applies

11.8 - Storm Leave

a).....applies

b).....does not apply

11.9 - Domestic Violence Leave.....applies, EXCEPT:  
Pursuant to Labour Standards and to the extent the employee is scheduled to work.

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

11.11- Other Leaves of Absences.....applies

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

Article 13 - Public Service Award.....does not apply

Article 14 - Termination of Employment

14.1.....does not apply  
A Casual employee who cannot be contacted for a period of eight (8) consecutive days and has not previously advised their supervisor they are unavailable, shall be deemed to have resigned their position effective the first (1<sup>st</sup>) day of their absence.

14.1a).....applies

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

14.3.....applies

14.4.....applies

Article 15 - Grievance Procedure.....applies

Article 17 – Seniority

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

17.2.....applies

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

17.4.....applies

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

Article 19 - Probationary & Trial Periods

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

19.2.....does not apply

19.3.....applies

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

Article 21- Temporary Performance of Higher Position Duties.....does not apply, EXCEPT:  
 .....  
 In the event that a Casual employee is assigned to act as a Lead Hand, they shall be paid a premium of one dollar and fifty cents (\$1.50) per hour.

Article 22 – Wages

22.1.....applies

22.2.....does not apply

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

Article 24 - Bulletin Board.....applies

Article 25 – Clothing

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

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

Employees engaged in outside work during inclement weather shall be furnished with rubber outerwear. Such articles of clothing to be returned to their supervisor upon completion of the outside job to which they had been assigned.

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

25.2.....does not apply  
 Casual employees, while working shall wear approved safety footwear or such other protective apparel as the Corporation may determine. Following the successful completion of the six (6) month probationary period, employees shall be reimbursed for safety footwear with receipt, up to a

maximum of one hundred and seventy-five dollars (\$175.00), every two (2) years thereafter with receipt.

Article 26 - Group Insurance and Medical.....does not apply

Article 27 - Technological & Operational Change.....does not apply

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

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

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

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

Schedule "A".....does not apply

Schedule "AA".....applies

## LETTER OF UNDERSTANDING

Between the

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

and the

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION,  
hereinafter referred to as the "UNION"Deemed Regular Full-Time Vacancies

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

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

- Sick leave, Long-Term Disability and/or accidents.
- Hours worked by Regular Full-Time employees.
- Vacation and leaves of absence including jury duty, bereavement, union business, etc.
- Temporary transfers, assignments and posted secondments.
- Modified work programs.
- Accommodations as required by legislation.
- Overtime and time taken in lieu.

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

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

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

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

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

Representing the Union:

Representing the Corporation:

Nicole McKim

Ryan Embrett

Dated at Halifax, Nova Scotia this 11<sup>th</sup> day of June, 2022.

## LETTER OF UNDERSTANDING

Between the

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

and the

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

## 1. Purpose

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

## 2. Terms of Reference

- a) It is the intent of both the Employer and the Union that the quality and delivery of service to the public be maintained.
- b) Hours worked by the 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 seventeen hundred (1700) hours required for the posting and filling of a full-time position.
- c) Applications under this Plan will not be unreasonably denied, and any permitted discretion allowed under this Plan will not be unreasonably refused.

## 3. Eligibility

Any permanent employee is eligible to participate in the Plan.

## 4. Application

- a) An employee must make written application to the Vice-President of their department at least four (4) calendar months in advance, requesting permission to participate in the Plan. A shorter period of notice may be accepted. The 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 or 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 and 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 either a true savings account, a one (1) year term deposit, a three (3) year term deposit or 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 (1<sup>st</sup>) 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 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 service for the purposes of seniority.
- 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 to 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 11<sup>th</sup> day of June, 2022.

## LETTER OF UNDERSTANDING

Between the

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

and the

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

The NSLC and the Union agree that work resulting from the opening of NSLC stores on Sunday shall be voluntary for Regular Full-Time employees and Regular Part-Time employees.

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

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

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

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

Representing the Union:

Representing the Corporation:

Nicole McKim

Ryan Embrett

Dated at Halifax, Nova Scotia this 11<sup>th</sup> day of June, 2022.

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Operational

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

Representing the Union:

Representing the Corporation:

Nicole McKim

Ryan Embrett

Dated at Halifax, Nova Scotia this 11<sup>th</sup> day of June, 2022.

LETTER OF UNDERSTANDING

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Job Descriptions

Job descriptions will be reviewed and revised as necessary and as quickly as possible. 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 11<sup>th</sup> day of June, 2022.

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Voluntary Demotions

Should an employee express a desire to voluntarily demote to their previously held classification, the Employer and the Union will discuss the request and mutually agree if the request can be approved, including any conditions.

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Representing the Corporation:

Nicole McKim

Ryan Embrett

Dated at Halifax, Nova Scotia this 11<sup>th</sup> day of June, 2022.

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Grand-Parented Casuals

Casual employees who had accrued more than four hundred (400) working hours as of August 16, 2019, are considered "grand-parented" for the purposes of scheduling per Appendix "B" Retail (Casual), Article 6.1 b).

For greater clarity, this group of Casual employees will be scheduled on the basis of seniority, before casual hours are offered to non-grand-parented Casuals, until such time that they are promoted, resign or their employment is terminated.

A confidential list of current grand-parented Casual employees will be provided to the Union at the date of signing the Collective Agreement.

Representing the Union:

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Nicole McKim

Ryan Embrett

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NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION,  
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Regular Full-Time, Regular Part-Time and Casual store employees may be assigned to perform the duties of a Manager, from time to time and shall be paid as follows:

1. In a store with no Manager 1 position, an employee assigned to perform the duties of Store Manager for a period of three (3) hours or more, will be paid at the applicable Store Manager rate.
2. In a store with Manager 1 position, an employee assigned to perform the duties of the Manager 1 for a period of three (3) hours or more, will be paid at the Manager rate. The duties of a Manager 1 include performing the duties of a Store Manager as required, in the event of the Store Manager being absent from the store.
3. An employee assigned to perform the duties of the Store Manager for a single period of two (2) weeks, in the absence of both the Manager 1 and the Store Manager, shall be paid at the applicable Store Manager rate for the days in excess of two (2) weeks. Note that only one (1) employee is eligible for the Store Manager's rate, while more than one (1) employee may be eligible for the Manager 1 rate.
4. Casual employees who qualify for Manager or Store Manager pay as above, shall be paid in accordance with Appendix "B" Retail (Casual) Article 21.1.

For the purpose of this Letter of Understanding and Article 21.1, the applicable rate means the probationary rate of the job classification of Manager 1 or the probationary rate of the job classification of Store Manager of the class of store in which the employee is working.

Representing the Union:

Representing the Corporation:

Nicole McKim

Ryan Embrett

Dated at Halifax, Nova Scotia this 11<sup>th</sup> day of June, 2022.

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Shift Differential in DC

For the life of this Collective Agreement, the Employer and the Union agree that Article 22.2, Shift Differential, will not apply to Regular Full-Time employees in the Distribution Centre, as per Appendix "C". Instead, for the life of this Collective Agreement, such employees will be entitled to a shift differential as follows:

- a) An evening shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid to an employee who works between 6:00pm and 11:00pm.
- b) A night shift premium of two dollars and fifty cents (\$2.50) per hour shall be paid to an employee who works between 11:00pm and 7:00am.
- c) Shift differential shall not be paid while in receipt of overtime pay.

Representing the Union:

Representing the Corporation:

Nicole McKim

Ryan Embrett

Dated at Halifax, Nova Scotia this 11<sup>th</sup> day of June, 2022.

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Staff Scheduling Issues

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

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

Representing the Union:

Representing the Corporation:

Nicole McKim

Ryan Embrett

Dated at Halifax, Nova Scotia this 11<sup>th</sup> day of June, 2022.

LETTER OF UNDERSTANDING

Between the

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Job Evaluations

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 classification of Warehouse Worker.

In the event the job evaluation process results in a recommended higher rate of pay for the above noted 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 the above position, 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 11<sup>th</sup> day of June, 2022.

SIDE LETTER

Between the

NOVA SCOTIA LIQUOR CORPORATION  
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Wellness Allowance

In recognition of the efforts of members of Local 470 to improve attendance and reduce sick leave, the NSLC will provide a one-time wellness allowance of fifty dollars (\$50.00) to each Casual and Regular Part-Time member of the Bargaining Unit and one hundred dollars (\$100) to each Regular Full-Time member, 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:

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Nicole McKim

Ryan Embrett

Dated at Halifax, Nova Scotia this 11<sup>th</sup> day of June, 2022.

SIDE LETTER

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Agency Stores

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

Representing the Union:

Representing the Corporation:

Nicole McKim

Ryan Embrett

Dated at Halifax, Nova Scotia this 11<sup>th</sup> day of June, 2022.

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Job Security

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

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

Representing the Union:

Representing the Corporation:

Nicole McKim

Ryan Embrett

Dated at Halifax, Nova Scotia this 11<sup>th</sup> day of June, 2022.

SIDE LETTER

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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 11<sup>th</sup> day of June, 2022.