

**Collective Agreement**

**between**

**Nova Scotia Liquor Corporation**

**- and -**

**Nova Scotia Government & General  
Employees Union**

**Local 470**

**April 1, 2010 – March 31, 2012**

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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**

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

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

## **ARTICLE 1 - DEFINITION**

- 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 **"Regular full-time employee"** is one who has been hired or promoted to fill a position with the hours specified in Article 6.1 regularly scheduled on an indefinite basis.
- 1.3 **"Regular part-time employee"** is one who has been hired to fill a position that is regularly scheduled on an indefinite basis for less than the weekly hours for regular full-time employees.

The number of regular part-time positions is as follows:

- a) Class 1 Store: one position
- b) Class 2 Store: two positions
- c) Class 3 Store: three positions
- d) Class 4 Store: four positions
- e) DC: seven positions

- 1.4 **“Casual employee”** means an employee who has worked a total of 400 hours from their most recent date of hire and who is not a full time employee or a regular part time employee. Casual employees include those employees occupying a Scheduled Casual position assigned to a store and casual employees who are employed on an on-call and intermittent basis with no guarantee of hours (“On-Call Casuals”).

The number of Scheduled Casual positions is as follows:

- a) Class 1 Store: two position
- b) Class 2 Store: three positions
- c) Class 3 Store: four positions
- d) Class 4 Store: four positions

- 1.5 Where the masculine gender is used it shall be read as including the feminine gender.
- 1.6 Where the singular tense is used it shall be read as including the plural tense.

## **ARTICLE 2 - RECOGNITION**

- 2.1 The Corporation shall deal with the authorized representatives of the Union on behalf of regular full-time and regular part-time 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 cessation, retardation, 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 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 pay in the calendar month following the completion of the first 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 his 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 4 employees designated as Representatives of the Union, time lost, up to four (4) days (a combined total of 16 days) during a twelve-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

month period shall begin on the anniversary of the effective date of this agreement. All requests for leave to be in writing.

- 4.6 Where operational requirements permit, and on reasonable notice, leave without pay and without loss of seniority may be granted to employees who are elected as officials or delegates of the Union to attend to meetings or functions in their official capacity.

Such permission will not be unreasonably withheld, however, the Employer reserves the right to restrict the use of such leaves of absence should requests for leave become too frequent. All requests for leave to be in writing.

- 4.7 The Employer will continue the salary of an employee who is granted leave without pay in accordance with article 4.6 and will bill the Union for the employee's salary.

- 4.8 The Corporation shall pay to employees designated as members of the Union's Negotiating Committee time lost, up to a total of sixty (60) days, for the attendance at negotiation sessions with the employer during the negotiation of a new agreement. The Union may determine the number of employees on its Negotiating Committee and the foregoing total of sixty (60) days will be distributed among the Negotiating Committee members. Application for leave to attend contract negotiations should be made to the immediate Supervisor seven (7) days prior to the meeting. All requests for leave to be in writing.

- 4.9 The Union shall notify the Employer in writing of the names, including the department or store wherein the employee is employed, of the member of the Boards of Directors and Bargaining Unit Negotiating Committee.

- 4.10 a) Effective January 2006, and every 24 months thereafter, where Operational requirements permit, and on reasonable notice, the Corporation may grant special leave with pay for up to a total of four (4) days each to a maximum of four (4) employees who are elected as registered delegates to attend NSGEU Conventions.

- b) The Union shall notify the Employer of the names, including the department or store wherein the employee is employed, of the registered delegates to the NSGEU Convention at least three (3) weeks in advance of the meeting. All requests for leave to be in writing.

- 4.11 a) The Employer, provided not less than fourteen (14) days notice has been given, in writing, shall grant to an employee who has been appointed or elected to a position in the Union, or to a central labour organization to which it is affiliated, on a full-time basis, special leave, for a period of up to twelve (12) months or the remaining duration of this Agreement, whichever is greater, without pay.
- b) Leave of absence for an employee who becomes the full-time President of the Nova Scotia Government and General Employees Union shall be granted in accordance with Article 11.15
- 4.12 The Employer acknowledges the right of the Union to appoint employees as Stewards.
- 4.13 a) The Corporation and the Union will agree on the number of Stewards, taking into account both operational and geographical considerations. There shall be no more than one (1) steward per store.
- b) The Union agrees to provide the Corporation with a list of the employees designated as stewards for each jurisdictional area.
- 4.14 The Corporation agrees that where operational requirements permit and on reasonable notice the employer shall grant time off with pay to designated employees to attend meetings of the Labour-Management Committee.

#### **ARTICLE 5 - RIGHTS OF MANAGEMENT**

- 5.1 This Agreement shall not affect the operation of the Corporation; the Union recognizes the Corporation's rights except where they are modified by the Collective Agreement to:
- a) manage the facilities and any enterprise in which the Corporation is engaged;
- b) direct, hire, promote, transfer employees;
- c) suspend, discipline, layoff, demote, dismiss or retire its employees for just cause;

- d) assign employees and determine the number and classification of employees required to perform the work that the Corporation is engaged in;
- e) enforce safety and other regulations made by the Corporation;
- f) generally retain all rights with respect to the operation of the Corporation's business except to the extent that such rights have been modified by the Collective Agreement.

### **ARTICLE 6 - HOURS OF WORK AND OVERTIME**

- 6.1 Store staff schedules shall be made by store management, in consultation with store staff and with the approval of the Regional Manager. Store schedules for full-time clerks 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 store.

For full-time clerks 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.

Hours of work for Maintenance and Distribution Centre employees will be established on the same principles as set out in Articles 6.1 through 6.5, inclusive.

- 6.2 Store clerks appointed to full-time positions prior to October 3, 2005
- a) may voluntarily participate in ten (10) or twelve (12)-hour shifts if the store manager makes such shifts available and shall, as a result, be scheduled to have every other weekend off ("weekend" for this purpose means Saturday and Sunday); or
  - b) otherwise, will be scheduled five (5)- eight (8)-hour shifts per week and, as a result, shall not be eligible for weekends off until they have served thirty six (36) months in such position. After thirty six (36) months they shall be eligible for every other weekend off ("weekend" for someone on eight (8) hour shifts means Saturday, Sunday and Monday).

Once electing to participate in ten (10) and twelve (12) hour shifts, such election shall be in effect until the following March 31st.

- 6.3 Store clerks appointed to full-time positions on or after October 3, 2005 shall automatically participate in the schedule of eight (8), ten (10) or twelve (12) hours shifts as provided by the store manager.

If scheduled on ten (10) or twelve (12) hour shifts they shall be scheduled so as to have every third weekend off; after thirty six (36) months on ten (10) or twelve (12) hours shifts they shall be scheduled so as to have every second weekend off (“weekend” for this purpose means Saturday and Sunday).

If scheduled on eight (8) hour shifts they shall only be eligible for weekends off after thirty six (36) months at which time they shall be eligible for every second weekend off (“weekend” for someone on eight (8) hours shifts means Saturday, Sunday and Monday).

- 6.4 Schedules will adhere to the following principles:

- a) There shall be no split shifting of full-time clerks.
- 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. For greater clarity vacation entitlement and vacation leave is to be converted to hours.
- d) Special Leave shall be converted to hours.
- e) The period of bereavement leave shall not extend beyond seven (7) calendar days.
- f) Sick Leave shall be converted to hours.
- g) For schedules of ten (10) and twelve (12) hour shifts:
  - i. There will be one meal period of sixty (60) minutes and on meal period of thirty to sixty (30-60) minutes per shift.

- ii. 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.
  - h) Employees who have the opportunity to voluntarily participate in ten (10) or twelve (12) hour shifts under Article 6.2(a) above shall be advised of the proposed shift schedule in advance of making their decision.
  - i) If shift schedules are changed pursuant to Article 6.5, those employees participating in ten (10) or twelve (12) hour shifts on a voluntary basis have the opportunity to opt out effective at the start of the revised shift schedule.
- 6.5 The Corporation shall schedule the hours of work for employees at least four (4) weeks in advance. Work schedules will be prominently displayed but may be subject to change for operational reasons. An employee who is required to work on his scheduled day off because of an operational change shall be paid at two (2) times his basic hourly rate for all hours worked.
- 6.6 "**Overtime**" shall mean overtime authorized by an employee's immediate supervisor. Work performed in excess of scheduled hours per day, or per scheduled rotation shall be recognized as overtime. Employees shall be paid for such overtime as follows:
- a) at one and one-half (1-1/2) times the employee's basic hourly rate of pay for overtime worked up to three (3) hours per day;
  - b) at two (2) times the employee's basic hourly rate of pay for all overtime worked if the overtime worked exceeds three (3) hours per day or more, and for all overtime worked on Saturdays or an employee's normally scheduled day off.
  - c) at two and one-half (2 1/2) times the employee's basic hourly rate of pay for all work performed on holidays and on Sundays, except as provided in 7.3(a).
  - d) Compensation for overtime shall be paid except where, upon the request of the employee and with the approval of the Corporation, overtime may be granted in the form of time off in lieu of overtime hours worked. Time off shall be at the applicable rate of overtime worked.

Time off in lieu shall be taken in the fiscal year (April 1-March 31) in which it is earned unless the time is extended by the Corporation upon the request of the employee, such request not to be unreasonably denied.

- 6.7 An employee's basic hourly rate of pay shall be his annual salary divided by 2080. Overtime will be calculated to the nearest one-half ( $\frac{1}{2}$ ) hour:

Overtime of 1 hour 15 minutes calculated as 1 hour overtime

Overtime of 1 hour 16 minutes calculated as  $1\frac{1}{2}$  hours overtime

- 6.8 Overtime hours worked will be accumulated over a two (2) week pay period and payment for them will be made on the second pay day of the period.
- 6.9 "**Call Out**" shall mean the recall to work of an employee after he has 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 ( $1\frac{1}{2}$ ) times his basic hourly rate.
- 6.10 An employee who is required to work during a regularly scheduled meal period shall be allowed one-half ( $\frac{1}{2}$ ) hour off work and shall be paid at a rate of one and one-half ( $1\frac{1}{2}$ ) times his basic hourly rate for the balance of the meal period and, in addition, shall be paid a meal allowance of \$12.00. Meal allowances shall be paid in advance.
- 6.11 Shift differential shall not be paid when in receipt of overtime pay.
- 6.12 Where overtime following the completion of the regular shift exceeds one and one-half ( $1\frac{1}{2}$ ) hour, the employee shall be provided with a meal allowance in accordance with Article 6.10.
- 6.13 A Warehouse employee who works overtime will be given an unpaid break between the time he completes his regular shift and the time he begins his overtime. The length of the break will not exceed one half ( $\frac{1}{2}$ ) hour.

## **ARTICLE 7 - HOLIDAYS**

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

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

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

- a) in a municipality where a civic holiday is proclaimed by local authority and the Corporation decides to close its stores, that day shall constitute the holiday;
- b) where no such civic holiday is declared or the Corporation does not close its stores on such holiday, the employee shall be granted a holiday with pay at a time determined by the employee and the Manager.

7.2 a) If any of the above holidays fall on an employee's day off, he will be paid for the holiday at the employee's 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 he will be entitled to a day off in lieu on a day determined by the employee and the Manager.

7.3 In the event an employee is required to work on a holiday the following shall apply:

a) Victoria Day and Easter Monday

- i. On Victoria Day and/or Easter Monday, the day shall be considered a regular day of work.

- ii. Regular full time employees shall be paid at straight time for all hours worked (up to scheduled hours) and will be entitled to a floater holiday to be taken at a time to be determined by the employee and his Manager.
- iii. A regular full time employee who is off on his regularly scheduled day off will be entitled to compensation as described in Article 7.2.
- iv. A regular part time employee who is regularly scheduled for less than 24 hours per week will qualify for the holiday provided he works 15 out of the 30 calendar days immediately proceeding the holiday and his/her scheduled work day before and his scheduled work day after the holiday.
- v. A regular part time employee who is regularly scheduled for a minimum of 24 hours qualifies for the holiday provided he works his scheduled day before the holiday.
- vi. If a qualified regular part time employee (as defined above) works Victoria Day and/or Easter Monday he will be paid his regular rate of pay for all hours worked, and will be paid for the holiday at a straight rate of pay.
- vii. 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.

b) All Other Holidays

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

### **ARTICLE 8 - VACATION LEAVE**

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

- b) after the first 60 months of service (6 - 8 years), at the rate of 1.33 days for each completed month of service to a total of 16 working days per year;
- c) after the first 96 months of service (9 - 13 years), at the rate of 1.75 working days for each completed month of service to a total of 21 working days per year;
- d) after the first 156 months of service (14 - 17 years), at the rate of 1.83 days for each completed month of service to a total of 22 working days per year.
- e) after the first 204 months of service (18 - 25 years), at the rate of 2.25 days for each completed month of service to a total of 27 working days per year.
- f) after the first 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 30 working days per year
- g) after the first 324 months of service (28 years) at the rate of 2.75 days for each completed month of service to a total of 33 working days per year.

For the purposes of Article 8.1 only, service for regular full-time employees includes service as an RPT or CWB as follows:

- a) Less than 4 years of RPT/CWB service will not be recognized towards the calculation of service for the purposes of Article 8.1.
- b) 4 years or more of RPT/CWB service will be recognized at 25% per year towards the calculation of service for the purposes of Article 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*

- 8.2 Store employees who are entitled to three (3) weeks vacation or less shall take either:

- a) 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, or
- b) three (3) weeks during the period of June to August inclusive.

Store employees who are entitled to four (4) weeks or more vacation shall take three (3) weeks during the period of June to August inclusive, and the remaining vacation at a time suitable to the employee and the Corporation outside of this period.

The choice of vacation period will be governed by seniority. Requests for vacation periods open during June, July and August will be considered by seniority.

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. All other employees shall be granted vacation leave at such time during the year as the Corporation determines with seniority being the governing factor in determining such vacation periods. Written request for vacations outside the months of June, July and August will be given consideration.

It is understood that in the key retail period of December the employer may choose to not grant any vacation.

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 8.4 has been obtained.

- 8.3 Vacation leave entitlement shall be used within the calendar year in which it is earned.
- 8.4 a) An employee, with the approval of the Corporation, may be granted permission to carry over five (5) days of his vacation leave each year to a maximum of twenty-five (25) days if, in the opinion of the Corporation, it will not interfere with the efficient operation of the Corporation.

- b) An employee who has reached the maximum accumulation of twenty five (25) days in his/her vacation bank shall be entitled to a payout of five (5) days vacation annually upon request, such payout to be granted in a block of 5 days.
- 8.5 The vacation leave approved pursuant to Subsection 8.4 of this Section shall be used within five (5) years subsequent to the date on which it is approved and shall lapse if not used within the period unless the time is extended by the Corporation.
- 8.6 With the approval of the Corporation, an employee who has been employed by the Corporation for a period of five (5) or more years may be advanced five (5) days from vacation leave of the subsequent year.
- 8.7 An employee, upon his separation from the Corporation, shall be compensated for vacation leave to which he is entitled or shall compensate the Corporation for vacation leave which he has taken but which he has not earned.
- 8.8 Vacation schedules for each calendar year will be posted by March 31 in that year. Once posted, vacation schedules will not normally change.
- 8.9 If an employee is transferred after his vacation has been scheduled by the Corporation, the employee's vacation schedule will not be affected by the transfer.
- 8.10 Regular Full Time employees are entitled to select their vacation period(s) based on their service with the Corporation. For this subsection only, service shall mean an employee's total years of continuous employment with the Corporation, and does not include time worked as a casual employee not in the bargaining unit.

### **ARTICLE 9 - BEREAVEMENT LEAVE**

- 9.1 If a death occurs in the immediate family of an employee, he shall be excused from work immediately and be granted five (5) consecutive working days off (such leave not to exceed seven (7) calendar days) with pay following the day of the death for the purpose of attending the funeral and other related matters of the deceased relative. For greater clarity, a "working day" is a day in which the employee has been scheduled to work.

- 9.2 For the purposes of this Article, family shall mean spouse, or common law spouse, child, parent or legally designated guardian, grandparent, grandchild, brother, sister, and in-laws of the same degree. The employee's aunt or uncle shall also be considered a member of the family if such aunt or uncle is permanently residing in the employee's household.
- 9.3 The Corporation may require such proof of eligibility as they deem reasonable for the bereavement leave granted to an employee.
- 9.4 Bereavement leave may be extended without pay at the discretion of the Vice President-Human Resources upon application by the employee.
- 9.5 Leave to the extent of up to eight (8) hours shall be granted with pay for attending the funeral of the employee's or spouse's 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 his/her vacation credits.
- 9.7 An employee may defer a portion of his 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 his immediate supervisor of his intention to defer a portion of their bereavement leave upon becoming aware of the need to do so.

### **ARTICLE 10 - SICK LEAVE**

- 10.1 "**Sick Leave**" means leave granted to an employee who is absent from duty by reason of mental or physical incapacity, or for consulting with a doctor or dentist.

Employees will make a reasonable effort to arrange medical or dental appointments outside of scheduled working hours.

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

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

- 10.3 If an employee becomes ill during a period of vacation and the illness is for a period of three (3) or more consecutive days, and such illness is supported by an A-27 form from a legally qualified medical practitioner, the employee shall be granted sick leave and his 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 Employees shall submit to the Corporation an 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 our Medical Officer. The Corporation will make every effort to find alternative employment within its operation for employees who are medically unfit for their current job.
- 10.7 The Corporation may require the completion of Form A-27, "Application for Sick Leave", for periods of three (3) days or less as it considers it necessary if it appears that employees are abusing their sick leave entitlement. A copy of the notice that a Form A-27 is required will be sent to the Union President.
- 10.8 If it is necessary to report off sick, the employee shall notify his immediate supervisor as soon as possible and where shift schedules permit, no later than one hour prior to the employee's normal starting time unless injury or illness prevents the employee from doing so.
- 10.9 Employees who are actively being treated for alcohol or other drug dependencies are entitled to use sick leave for this purpose.
- 10.10 An employee who is actively being treated for a gambling dependency is entitled to use sick leave for this purpose. The employee must be in a residential treatment program in a facility approved by the Nova Scotia Department of Health.

## **ARTICLE 11 – LEAVES OF ABSENCE**

### **11.1 Special Leave**

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

Up to four (4) days shall be granted for the following reasons:

- a) conveying husband, wife, sons, daughters, mother, father, sister, brother or grandparents to a doctor;
- b) having to stay at home to administer to any family member in (a) above;
- c) attending to any emergency at home such as fire, flood or theft;
- d) attending wedding or graduation from Grade XII High School and beyond of sons, daughters, brothers and sisters;
- e) change of residence;
- f) attending employee's own wedding;

Up to one (1) day shall be granted for the following reasons:

- g) executive officers of clubs or fraternal organizations who are obligated to participate formally in funeral services for members;
- h) for legal and financial counsel.

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

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

### 11.3 Pregnancy Leave

- a) No employee shall be laid off, terminated or otherwise adversely affected in her employment because of pregnancy.
- b) After completion of twelve (12) months continuous employment, an employee who becomes pregnant, shall, upon request, be granted an unpaid leave of absence of up to seventeen (17) weeks as provided herein.
- c) No later than the fifth (5th) month of pregnancy, the Employee shall submit to the Corporation, a written request for pregnancy leave.
- d) The Corporation may, prior to approving the leave, request, and the Employee shall then provide, a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- e) Pregnancy leave shall begin on such date, not sooner than sixteen (16) 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 seventeen (17) weeks after the pregnancy leave began.
- g) The Corporation shall not terminate the employment of an employee who has been employed for more than twelve (12) continuous months because of the Employee's pregnancy but the Corporation may require an employee to commence a leave of absence at the time at which the duties of her position cannot reasonably be performed by a pregnant woman 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) Where an employee reports for work upon the expiration of the period referred to in Article 11.3 (f) above, the Corporation shall permit her to resume work in the same position she held prior to the commencement of pregnancy leave.

i) Calculation of vacation entitlement

- i. In a year in which an employee is on Pregnancy leave, the period of leave is not counted as a month of service for the purpose of calculating vacation entitlement for that year, except for partial months.
- ii. Notwithstanding (i) above, if the leave of absence commences on or after the 15th of the month, or ends before the 15th of the month, such month shall be counted as a month of service for the purpose of calculating vacation entitlement in that year.
- iii. The period of leave shall count as service for the purpose of determining the rate at which annual vacation entitlement is earned.

The following example is provided for clarity:

*An employee with 95 months of service commences a Pregnancy Leave on May 17th and returns to work on May 19th of the following year. Her 96th month of service is completed in February during the period of leave.*

*Her vacation is calculated in the first year as:*

*1.33 days X 5 months (Jan – May) = 6.65 days vacation*

*(May counts as a Month of service because the leave started after the 15th)*

*Her vacation is calculated for the second year as:*

*1.75 ays X 7 months (June – Dec) = 12.25 days vacation*

*(The rate is 1.75 because she completed 96 months in February; May does not count as a Month of service because the leave ended after the 15th)*

- j) Leave for illness of an employee arising out of or associated with her pregnancy prior to the commencement of, or the ending of pregnancy leave granted in accordance with Article 11, may be granted in accordance with the provisions of the Sick Leave Article.

## 11.4 Pregnancy Leave Allowance

- a) A full-time employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Corporation with proof that she has applied for and is eligible to receive employment insurance (EI) benefits pursuant to the Employment Insurance Act 1996, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. (Previously Appendix “A” Proposed Supplementary Employment Benefit Plan)
- b) In respect to the period of pregnancy leave, payments made according to the S.U.B. plan will consist of the following:
  1. where the Employee is subject to a two (2) week waiting period before receiving E.I. Benefits, payments equivalent to seventy-five percent (75%) of her bi-weekly rate of pay for the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
  2. up to a maximum of five (5) additional weeks, payments equivalent to the difference between the bi-weekly E.I. Benefits the Employee is eligible to receive and ninety-three percent (93%) of her bi-weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E.I. Benefits to which the Employee would have been eligible if no other earnings had been received during the period.

For the purposes of this allowance, an employee's bi-weekly rate of pay is the one to which the Employee is entitled for her classification on the day immediately preceding the commencement of her maternity 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 she is required to remit to Human Resources and Skills Development Canada (HRSDC) where her annual income exceeds one and a half (1½) times the maximum yearly earnings under the Employment Insurance Act.

- e) While an employee is on pregnancy leave the Corporation shall allow the Employee to maintain group plan benefits and pension. The Employee will pay the entire cost of the group plan premiums and the employee portion of the pension contributions during the period of the pregnancy leave. These Employee contributions will be deducted from the Supplementary Benefit payments made by the Corporation for up to a maximum of seventeen (17) weeks.
- f) It is understood that employees entitled to the seven (7) weeks Pregnancy Leave Allowance as provided in this Article may be eligible for an additional Parental Leave Allowance which combined with the pregnancy Leave Allowance may result in eligibility up to a maximum of seventeen (17) weeks allowance.
- g) 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.
- h) Total benefits (including the S.U.B. payment by the Corporation) are not payable for any period in which the Employee is disqualified or disentitled from receipt of benefits under the Employment Insurance Act as determined by the Employment Insurance Commission. Benefits are not payable if:
- i. the Employee has been dismissed or suspended without pay;
  - ii. the Employee has terminated her 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.

## 11.5 Parental Leave

a) An employee who has completed twelve (12) months continuous employment and 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 thirty-five (35) weeks upon giving the Corporation four (4) weeks' notice in writing of the date that the Employee will begin the leave and the date that the Employee will return to work.

b) Parental Leave following Pregnancy leave

For an employee who has taken pregnancy leave pursuant to article (11.3), Parental Leave

- i. shall begin immediately upon completion of the pregnancy leave and without the Employee returning to work; and
- ii. shall end not later than thirty-five (35) weeks after the parental leave began, as determined by the Employee, subject to the notice requirements set out in 11.5 a)

c) Parental Leave other than in Article (11.3)

For an employee other than one to whom Article (11.3) applies, Parental Leave:

- i. shall begin on a date coinciding with or after the birth of the child or children; and
- ii. shall end not later than fifty-two 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

d) The Corporation may require an employee who takes Parental Leave pursuant to Article (11.5 (c)) to submit a certificate from a legally qualified medical practitioner to establish the entitlement of the employee to the Parental Leave.

- e) Where an employee reports for work upon the expiration of the period referred to in Article (11.5 (c)) above the employee shall resume work in the same position the employee held prior to the commencement of the Parental Leave.
- f) Calculation of vacation entitlement
- i. In a year in which an employee is on Parental leave, the period of leave is not counted as a month of service for the purpose of calculating vacation entitlement for that year, except for partial months.
  - ii. Notwithstanding (i) above, if the leave of absence commences on or after the 15th of the month, or ends before the 15th of the month, such month shall be counted as a month of service for the purpose of calculating vacation entitlement in that year.
  - iii. The period of leave shall count as service for the purpose of determining the rate at which annual vacation entitlement is earned.

The following example is provided for clarity:

*An employee with 95 months of service commences a Parental Leave on May 17th and returns to work on May 19th of the following year. Her 96th month of service is completed in February during the period of leave.*

*Her vacation is calculated in the first year as:*

*1.33 days X 5 months (Jan – May) = 6.65 days vacation*

*(May counts as a Month of service because the leave started after the 15th)*

*Her vacation is calculated for the second year as:*

*1.75 days X 7 months (June – Dec) = 12.25 days vacation*

*(The rate is 1.75 because she completed 96 months in February; May does not count as a Month of service because the leave ended after the 15th)*

- g) While an employee is on Parental 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 pension contributions during the period of the Parental Leave.

## 11.6 Adoption Leave

- a) An employee who has completed twelve (12) months continuous employment and who has become a parent of one or more children through the placement of the child or children in the care of the employee for the purpose of adoption pursuant to the law of the Province is entitled to a leave of absence without pay for a period not to exceed fifty-two (52) weeks upon giving the Corporation four (4) 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 employee may amend the notice upon giving the Corporation four (4) weeks' advance notice or as soon as reasonably practicable if the first arrival of the child or children in the employee's home is not anticipated or occurs sooner than reasonably expected.
- b) The Corporation shall require an employee who requests Adoption Leave pursuant to article 11.6 (a) to submit a certificate of an official in the Department of Community Services to establish the entitlement of the employee to the Adoption Leave.
- c) The Adoption Leave:
- i. shall begin on a date coinciding with the arrival of the child or children in the employee's home; and
  - ii. shall end not later than fifty-two (52) weeks from the date the adoption Leave began.
  - iii. If both adoptive parents are eligible for Adoption Leave under this collective agreement the provisions of article 11.6 shall only apply to one of those employees.
- d) Where an employee reports for work upon the expiration of the period referred to in Article 11.6 (c) (ii) above the employee shall resume work in the same position the Employee held prior to the commencement of the Adoption Leave.

e) Calculation of vacation entitlement

- i. In a year in which an employee is on Adoption leave, the period of leave is not counted as a month of service for the purpose of calculating vacation entitlement for that year, except for partial months.
- ii. Notwithstanding (i) above, if the leave of absence commences on or after the 15th of the month, or ends before the 15th of the month, such month shall be counted as a month of service for the purpose of calculating vacation entitlement in that year.
- iii. The period of leave shall count as service for the purpose of determining the rate at which annual vacation entitlement is earned.

The following example is provided for clarity:

*An employee with 95 months of service commences an Adoption Leave on May 17th and returns to work on May 19th of the following year. Her 96th month of service is completed in February during the period of leave.*

*Her vacation is calculated in the first year as:*

*1.33 days X 5 months (Jan – May) = 6.65 days vacation*

*(May counts as a Month of service because the leave started after the 15th)*

*Her vacation is calculated for the second year as:*

*1.75 days X 7 months (June – Dec) = 12.25 days vacation*

*(The rate is 1.75 because she completed 96 months in February; May does not count as a Month of service because the leave ended after the 15th)*

- f) While an employee is on Adoption 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 pension contributions during the period of the Adoption Leave.

## 11.7 Parental and Adoption Leave Allowance

- a) A full time employee entitled to Parental or Adoption Leave under the provisions of this Agreement, who provides the Employer with proof that s/he has applied for and is eligible to receive employment insurance (EI) benefits pursuant to the Employment Insurance Act 1996, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit (S.U.B.) Plan.
- b) In respect to the period of Parental or Adoption leave, payments made according to the S.U.B. plan will consist of the following:
  - i. where the Employee is subject to two (2) weeks before receiving E.I. Benefits, payments equivalent to seventy-five percent (75%) of his/her bi-weekly rate of pay for the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
  - ii. up to a maximum of ten (10) additional weeks, payment equivalent to the difference between the bi-weekly E.I. Benefits the Employee is eligible to receive and ninety-three percent (93%) of his/ her bi-weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E.I. Benefits to which the Employee would have been eligible if no other earnings had been received during the period.

For the purposes of this allowance, an Employee's bi-weekly rate of pay is the one to which the Employee is entitled for his/ her classification on the day immediately preceding the commencement of his/her parental or adoption leave. In the case of a part-time Employee such bi-weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's time worked (as defined for the purpose of accumulating seniority) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Employee's classification.

- 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 he/she is required to remit to Human Resources and Skills Development Canada where his/her annual income exceeds one and a half (1½) times the maximum yearly earnings under the Employment Insurance Act.
- e) If the Corporation determines that any benefit paid under the plan should not have been paid or should have been paid in a lesser amount, the amount of overpayment will be recovered from any subsequent benefit payable under the plan, or by making a deduction from any future monies payable by the Corporation to the Employee.
- f) Total benefits (including the S.U.B. payment by the Corporation) are not payable for any period in which the Employee is disqualified or disentitled from receipt of benefits under the Employment Insurance Act as determined by the Employment Insurance Commission. Benefits are not payable if:
  - i. the Employee has been dismissed or suspended without pay;
  - ii. the Employee has terminated his/her 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.

### **11.8 Leave for Birth of a Child**

The Vice President – Operations shall grant up to two (2) days leave with pay per year to an Employee when the Employee's spouse gives birth to a child.

### **11.9 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, his regular earnings for the time missed, provided

that he furnishes 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 he fulfills 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, he shall be granted another day of rest or vacation day.

### **11.10 Jury Compensation**

Any employee given leave of absence with pay to serve on a jury shall have deducted from his salary an amount equal to the amount that the employee receives for such jury duty.

### **11.11 Military Leave**

- a) where operational requirements permit, an employee may be granted leave of absence without pay to a maximum of two (2) weeks for the purpose of taking military training or serving military duty.

### **11.12 Prepaid Leave**

Regular full time employees will be entitled to take a leave of absence financed through a salary deferral arrangement in accordance with the provisions of the Prepaid Leave Plan set out in the Memorandum of Agreement between the union and employer.

### **11.13 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.

### **11.14 Emotional Assistance Leave**

Employees directly involved in a robbery or an attempted robbery 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.

### **11.15 Leave of Absence for Full-Time Union President of NSGEU**

The following shall apply to an employee who is elected or appointed as the full-time President of the Union:

- a) An employee who declares his/her intention to offer for the position of President of the Union shall notify the Corporation as soon as possible after declaring his/her intention to seek the office of President.
- b) An employee elected or appointed as President of the Union shall be given a leave of absence without pay for the term he/she is to serve.
- c) A leave of absence for a second (2nd) and subsequent consecutive term shall be granted in accordance with paragraphs (a) and (b) subject to operational requirements.
- d) All benefits of the employee shall continue in effect while the employee is serving as President, and, for such purposes, the employee shall be deemed to be in the employ of the Corporation.
- e) Notwithstanding paragraphs (b) and (d), the gross salary of the President shall be determined by the Union and paid to the President by the Corporation, and the amount of this gross salary shall be reimbursed to the Corporation by the Union.
- f) Upon expiration of his/her terms of office, the employee shall be reinstated in the position he/she held immediately prior to the commencement of leave or in a position mutually agreed upon by the Corporation and the employee at a salary level commensurate with the position previously held.
- g) Notwithstanding paragraph (b) or any provision of the Collective Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service with the Corporation for all purposes.

- h) Notwithstanding the provisions of the respective Collective Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the calendar year in which the employee returns from leave of absence.
- i) The Union shall reimburse to the Corporation the Corporation's share of contributions for U.I.C. premiums, Canada Pension Plan, Superannuation and group insurance premiums made on behalf of the employee during the period of leave of absence.

#### **11.16 Compassionate Care Leave**

Employees who qualify for compassionate care leave employment insurance benefits under the federal government's Employment Insurance program may be granted leave without pay to a maximum of eight (8) weeks in accordance with Section 60E of the Labour Standards Code.

### **ARTICLE 12 - SUPERANNUATION**

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

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

- 13.1 a) An Employee who retires (that is, one who ceases employment with NSLC and is immediately eligible for and immediately accepts a pension pursuant to the Public Service Superannuation Act) shall be granted a Public Service Award.
- b) the amount of Public Service Award provided under Article 13.1(a) shall be calculated by multiplying the equivalent of one week's pay (annual salary / 52) times the number of years of full time service prorated to account for partial years.
- 13.2 The number of years of full time service in (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 s/he would have been entitled to receive a Public Service Award if s/he had retired from the service of the Corporation immediately before his/her death, the Public Service Award to which s/he would have been entitled shall be paid to the employee's beneficiary identified in the NSLC group life insurance plan, or to the employee's estate if no such beneficiary is identified.

#### **ARTICLE 14 - TERMINATION OF EMPLOYMENT**

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

#### **ARTICLE 15 - APPLICATION OF CIVIL SERVICE ACT AND REGULATIONS**

- 15.1 Provided however that the provisions of the foregoing Article 12, Superannuation, are subject to any alterations that may be made in the Civil Service Act and/or Regulations during the term of this Collective Agreement.

#### **ARTICLE 16 - GRIEVANCE PROCEDURE**

- 16.1 A grievance is defined to be a controversy between the Corporation on the one hand and the Union, or employee, or employees, on the other hand; which controversy must pertain to any of the matters listed below; and

which, where applicable, has not been satisfactorily resolved between the immediate supervisor and the employee(s).

- a) any matter relating to working conditions not specifically covered by this Agreement;
- b) any matter involving the interpretation of any provision of this Agreement;
- c) any matter involving the violation of any provision of this Agreement.

16.2 If an employee feels that he has a grievance, he shall report the matter to the Corporation in the manner outlined in the grievance procedure but, pending settlement, he shall perform all his duties faithfully.

16.3 The Union shall 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.

#### 16.4 **Step One**

The grievance shall be discussed with the employee's Regional Manager in the case of Store Clerks; DC Operations Manager in the case of Warehouse Staff or Supplies and Stationery staff; or Facilities Manager in the case of Maintenance staff, or their respective designates, within ten (10) days from the date of the event causing the grievance. The manager/supervisor will reply to the grievance within ten (10) days from the date of receipt of the grievance.

#### 16.5 **Step Two**

If the matter is not satisfactorily resolved at Step One, the Grievance Committee shall take it to the applicable Division head within twelve (12) days of receipt of a decision in Step Two.

The Division head shall meet with the Committee within ten (10) days unless there is agreement of both parties not to meet. The Vice-President-Human Resources or designate shall attend this meeting. The Division head shall render his/her decision within ten (10) days after the matter has

been heard. The Grievance Committee shall be entitled to have a representative of the Union present at any meeting with the Division head. Either or both parties may have Counsel present at such meeting. 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.

### 16.6 **Step Three**

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 within thirty (30) days of his appointment 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 & Environment 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.

- 16.7 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.
- 16.8 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.
- 16.9 Whenever the incident causing the grievance involves a loss of earnings and/or benefits, the arbitrator is empowered to order that such loss, or part of such loss, be reimbursed or restored. And in a disciplinary case, the arbitrator is empowered to order a reduced penalty.
- 16.10 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.

Where an employee alleges that he has been suspended or discharged, he may, within ten (10) days of the date on which he was notified in writing, invoke the grievance procedure including provisions for adjudication and shall lodge his grievance at the second level of the grievance procedure.

- 16.11 When either party disputes the general application or interpretation of this Agreement, then either party may give to the other notice of its position. The Parties will arrange a meeting to discuss the matter and subsequently, the Party against whom the complaint has been given will give an answer. If the matter is not settled to the mutual satisfaction of the parties, it may be referred, in writing, to Step 2 of the Grievance procedure set out in Article 16.5, and may subsequently be referred to arbitration in accordance with Article 16.6. 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.
- 16.12 It is agreed that a case of sexual harassment shall be a matter for grievance and/or arbitration. Such grievances may be filed by the aggrieved employee and/or the Union at Step 2 of the Grievance Procedure and shall be treated in strict confidence by both the Union and the Employer.
- 16.13 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware at the time of filing. Notice of a disciplinary action which may have been placed on the personal file of an employee shall be destroyed after three (3) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 16.14 Employees shall have access to their personnel files to the extent that is provided for under the Freedom of Information and Protection of Privacy Act.

## **ARTICLE 17 - SENIORITY**

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

17.2 The selection of employees for promotion or layoff shall be based upon the following factors: Seniority Ability Skill

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

17.3 Job vacancies which create opportunities for promotion of employees shall be posted for 15 days province wide.

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

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

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 President of the Union of it's decision and the reasons.

17.5 The Corporation maintains its right to transfer employees and in doing so agrees that transfers will not be used as a disciplinary measure. It is agreed that in the event that the Corporation requests an employee to transfer to another location, the Corporation shall pay such reasonable costs as outlined in the Human Resources Policy and Procedures Manual as they exist at the date of signing. If an employee requests a transfer to another location, and the request can be accommodated subject to operational needs, the employee shall be responsible for all associated costs.

17.6 An employee shall lose his seniority rights if he is discharged or quits his employment.

- 17.7 The Corporation will provide the Union with seniority lists for all the regular employees covered by this Agreement. Any alleged errors in this list will be brought to the attention of the Vice President – Human Resources in writing within two (2) months of its receipt. After two (2) months, the list will be used as the sole measure of seniority for the purpose of this Agreement and its use will not be the subject of a grievance. The Corporation will continue to supply separate seniority groupings and seniority lists for Warehouse workers, Store Clerks and Maintenance Workers. A copy of the appropriate seniority list(s) will be posted in each workplace.
- 17.8 Promotions to positions as provided for by this Article shall be limited:
- a) to classifications within the bargaining unit; and
  - b) For greater clarification, promotions to Local #1670 shall be limited to the lowest actual position within Local #1670, meaning the actual lowest active position in the #1670 bargaining unit.
- 17.9
- a) Except in cases where the selection of a person for the lowest position is confined to a competition between or among bargaining unit employees, the provisions of this Agreement shall not apply.
  - b) For greater certainty, the provisions of this Agreement shall not apply to a case where the selection of a person for the lowest position is between or among bargaining unit member or members and a non-bargaining unit person, except to the extent as is herein provided Article 17.9(a).
  - c) Nothing herein shall prohibit or restrict the Corporation from selecting a non-bargaining unit person for the lowest position and such selection may be made without regard to the provisions of this Agreement.
- 17.10 In the event of staff transfers, the Employer will attempt, where possible, to give two weeks notice to the Employee affected.
- Seniority will be one of the factors considered when dealing with a request for transfers between night and day store operations.
- 17.11 When an employee is promoted out of the bargaining unit to a position in Local 1670 or 470E, and prior to the expiration of his probationary period,

is returned to the bargaining unit, he shall return to his former classification and he shall not suffer any loss of seniority as a result.

### **ARTICLE 18 - BILINGUAL STAFFING**

18.1 The following stores will have bilingual staffing requirements:

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

### **ARTICLE 19 - PROBATIONARY PERIOD**

19.1 For new employees promoted into the bargaining unit, the initial probationary period shall be for a six month period. Probation may be extended by the Corporation for an additional period of up to six months. Notice of such extension and the rationale for the extension will be provided to the Union. For employees promoted to a higher classification within the bargaining unit, a six month probationary period shall apply. All probationary periods shall be counted from the day the employee first assumed the duties of the job on a regular basis. After successful completion of the probationary period, regular full-time, regular part-time and casual employees will be placed on a seniority list and have their seniority dated from the date of commencement of their probationary employment. Employees promoted to a higher classification shall not suffer a reduction in wages as a result of the promotion.

### **ARTICLE 20 - TEMPORARY PERFORMANCE OF HIGHER POSITION DUTIES**

20.1 When an employee is required by the Regional or Distribution Manager or Vice President - Property Management to perform the duties of a higher position than that of which he or she is 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 he or she is temporarily serving. This shall have no application to employees undergoing a training period leading to possible promotion.

- 20.2 When an employee is temporarily performing the duties of a higher position, he shall be paid for overtime worked at his 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.
- 20.3 A premium of one (\$1) dollar per hour will be paid to an employee designated by the Manager of a Wine Basket for all hours actually worked at the Wine Basket. Only one individual at a time may be designated to receive this premium.
- 20.4 Warehouse Workers acting in a Lead Hand capacity will receive an additional \$1.50 per hour.

### **ARTICLE 21 - RATE OF COMPENSATION ON PROMOTION**

- 21.1 The rate of compensation of an employee upon promotion to a job in a new classification 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 22 - WAGES**

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

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

\$1.50 per hour shall be paid for the term of this Collective Agreement

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

### **ARTICLE 23 - PUBLICATION AND DISTRIBUTION**

- 23.1 Sufficient copies of this Agreement shall be printed for the Union to provide one (1) copy for each member of the Union covered by this Agreement and such additional copies as the Corporation and Union

require. The cost of publication shall be divided between the Corporation and the Union equally according to the number of copies required. The Union shall be responsible for the distribution of the Agreement to its members.

### **ARTICLE 24 - BULLETIN BOARD**

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

### **ARTICLE 25 - CLOTHING**

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

The Corporation shall provide regular Store Clerks with an initial issue of five (5) shirts and one (1) fleece jacket. They will be replaced by the Corporation when they are no longer serviceable and upon the worn out article being returned to the Store Manager. It shall be the responsibility of the employees to have the shirts and fleece jacket provided by the Corporation laundered at his/her 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 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 his Supervisor. The cleaning of these articles will be the responsibility of the employee.

- 25.3 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.
- 25.4 Employees engaged in outside work during inclement weather shall be furnished with rubber outerwear during the period of the day that they are so employed; such articles of clothing to be returned to their supervisor upon completion of the outside job to which they had been assigned.
- 25.5 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 dollars (\$170.00) 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 30 of each year of this agreement.

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

## **ARTICLE 26 - GROUP INSURANCE AND MEDICAL**

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

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

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

The Benefits Committee shall be responsible for:

1. defining problems;
2. developing viable solutions to problems; and
3. making recommendations and preparing solutions to the Corporation.

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

### **ARTICLE 27 - OPERATIONAL CHANGE**

27.1 The Corporation is aware of the importance of job security to its employees and will discuss a minimum of three (3) months in advance with the Executive Officers of the Union any change in its operation which could cause a loss of security of employment. The objective of such joint discussion will be the continued employment of those employees affected and avoidance, if possible, of a layoff situation occurring.

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

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

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

- 28.1 The Employer shall continue to make all reasonable provisions for the occupational health and safety of employees. The Employer will endeavor to respond to suggestions from the Union and will endeavor to adopt reasonable procedures to prevent or reduce the risk of employment injury and employment-related chronic illness.
- 28.2 a) The Employer agrees to the establishment of a Joint Health and Safety Committee comprised of equal representation of the Union and the Employer.
- b) The Joint Committee will be co-chaired, with the chairing of meetings alternating between the Union and Employer. Minutes of the meetings will be kept and copies distributed to all committee members, the Union and the Employer. Both chairpersons will sign the minutes unless there is a dispute over their contents, in which case the dissenting co-chairperson will indicate in writing the source of disagreement.
- 28.3 The Employer undertakes to provide first-aid training to employees (locations to be negotiated). The Employer shall also provide each store or warehouse location with a first-aid kit.
- 28.4 Video Display Terminals**
- a) An employee who is required to work at a Video Display Terminal (VDT) for fifty percent (50%) or more of the normal work week shall be entitled to have his/her eyes examined by an Ophthalmologist prior to operating such equipment and once per year thereafter. The Employer shall, where required, pay the costs of such examinations or tests where not covered by a medical plan provided by the Employer.
- b) A pregnant VDT operator may request a job reassignment for the period of pregnancy by forwarding a written request to the employee's immediate supervisor along with a certificate from a duly qualified medical practitioner, certifying she is pregnant. Upon receipt of the request, the Employer, where possible, will assign the VDT operator to an alternate position and/or classification or to alternate duties within the Department.

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

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

## **ARTICLE 30 - MANAGEMENT CONSULTATION COMMITTEE**

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

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

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

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

This Agreement shall be in force and effect for the period from date of signing until March 31, 2012, 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, 2010, 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, 2010. The retroactive payments to retirees will cover all hours worked from April 1, 2010 to the date of their retirement.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized officers this 8th day of December, 2011.

*Representing the Union:*

*Joan Jessome*  
\_\_\_\_\_

*Neil McNeil*  
\_\_\_\_\_

*Nicole McKim*  
\_\_\_\_\_

Witness

*Jim Ross*  
\_\_\_\_\_

*Representing the Corporation:*

*Mairi Arthur*  
\_\_\_\_\_

*Roddy MacDonald*  
\_\_\_\_\_

Witness

*Joanne Ghaney*  
\_\_\_\_\_

**SCHEDULE "A"**

**Salary Adjustment Regular Full Time  
Salary Adjustment Regular Part Time**

**April 1, 2010: 1.0%**

**April 1, 2011: 1.0%**

**Salary Adjustment Casuals**

**April 1, 2011: 1%**

**Collective Agreement is in effect until March 31, 2012.**

**SCHEDULE "A" SALARIES**

<b>Classification</b>	<b>Effective Dates</b>	<b>Probationary Rate</b>	<b>Confirmed Rate</b>
Store Clerk	1-Apr-10	\$36,206	\$38,901
	1-Apr-11	\$36,568	\$39,290
Product Specialist	1-Apr-10	\$40,167	\$44,128
	1-Apr-11	\$40,569	\$44,569
Warehouse Worker	1-Apr-10	\$36,206	\$38,901
	1-Apr-11	\$36,568	\$39,290
Lead Hand Warehouse	1-Apr-10		\$42,335
	1-Apr-11		\$42,758
Maintenance Worker	1-Apr-10	\$36,206	\$38,901
	1-Apr-11	\$36,568	\$39,290
Maintenance Worker II	1-Apr-10	\$38,090	\$40,786
	1-Apr-11	\$38,471	\$41,194
Lead Hand Maintenance	1-Apr-10		\$44,219
	1-Apr-11		\$44,661

**Casual Wages & Percentage In Lieu of Benefits**

**Effective April 1, 2010**

Hours Worked Threshold	Base Hourly Rates			% In Lieu of Benefits
	Retail		DC	
	Scheduled	On Call	On Call	
400	12.25	11.50	12.25	8%
2,000	13.00	12.50	13.00	8%
4,000	14.00	14.00	14.00	10%

**Effective April 1, 2011**

Hours Worked Threshold	Base Hourly Rates			% In Lieu of Benefits
	Retail		DC	
	Scheduled	On Call	On Call	
400	12.37	11.62	12.37	8%
2,000	13.13	12.63	13.13	8%
4,000	14.14	14.14	14.14	10%

## **SCHEDULE "B"**

All employees shall be prepared to work at any time when called. In the event of an emergency, the Corporation reserves the right to assign anyone to another job in order to replace an absent employee in a different job of classification.

As a condition of employment, it is understood that all employees covered by this Agreement shall be of good character, sound physical condition, and mentally alert.

In addition to their minimum duties, an employee shall perform such other related duties as may be detailed from time to time by his Supervisor or Manager.

### **STORE CLERK**

#### **Job Scope**

Under the close supervision of the Nova Scotia Liquor Corporation retail Store Manager, is responsible for making cash sales of spirits, wine and beer to the general public in accordance with the Liquor Control Act and Regulations and perform other duties necessary for the efficient operation and maintenance of the store.

#### **List of Duties**

##### **Daily**

1. Fulfill the demands of the general public by making cash sales of spirits, wine and beer in accordance with the Liquor Control Act and Regulations.
2. Pricing stock, filling bins and display cases with stock to keep supply at proper level for efficient operation of the store.
3. Unload stock from carrier, store and pile in the proper manner.
4. Load outgoing stock on trucks for delivery to customers (Licensees).
5. Counts and records stock on hand for inventory control purposes.

6. Sweep, wash, dust and general cleaning of store premises for sanitary purposes. (The Manager will, whenever possible, and in the best interest of the Corporation to do so, assign these duties to the more junior clerks.)
7. Operate cash register and count cash to verify with totals shown on register tapes and make necessary change.
8. Deliver daily cash receipts to bank for deposit.
9. Assist the Manager in the checking and preparation of sales reports to ensure accuracy of reports.
10. Floor supervision, surveillance, and answering queries from the public.
11. If required, handles empty bottles and cans.
12. Operates materials handling equipment after a period of on-job training.

#### Periodic

1. Takes monthly physical inventory to verify stock in store with stock ledger.
2. Assist in the operation of monthly reports for Head Office.
3. May be required to act as Store Manager or Assistant Store Manager during their absence.

### **WAREHOUSEMAN**

#### **Job Scope**

Under the direct supervision of the Foreman (Warehouse) must attain a general knowledge of all brands carried in the Warehouse for the purpose of picking orders for the Stores. Move stock to shipping area after picking orders, loads and unloads trucks, containers and rail cars, and perform any other general utility duties required in the Warehouse.

#### **List of Duties**

1. Handles cases as required when picking orders, loading and unloading trucks, containers or rail cars, or any moving of product within the confines of our Warehouse, or any area designated as a place of work by the Corporation.

2. Be able to operate material handling equipment. i.e. forklift trucks, pallet trucks and motorized roller conveyor systems, and ensure equipment is in mechanical order before proceeding with regular duties.
3. Accurately count stock when receiving or shipping to properly identify and process cases of breakages or shortages, either in Warehouse or at the time of receipt into the Warehouse. Preparation of Bills of Lading on outgoing shipments, checking on transportation firms signatures to make sure that all Bills of Lading and delivery orders are properly executed.

## **MAINTENANCE MAN I**

### **Job Scope**

Under general supervision, the Maintenance Man, Grade 1, is responsible for the care and maintenance of government establishments and other equipment located within the building and performs repairs of an unskilled nature.

### **List of Duties**

#### **Daily**

1. Remove waste paper from offices for disposal.
2. Cleans sinks and toilet facilities to maintain sanitary conditions in the building.
3. Assists in plumbing, electrical and carpentry work repairs of a minor nature.
4. May perform such other related duties as may be required from time to time.

#### **Periodic**

1. Place accumulation of waste outside for disposal.
2. Remove snow and ice from sidewalks and spread salt to prevent formation of ice.
3. Cleans windows, cuts grass, and performs any other outside or inside clean-up work required.

## **MAINTENANCE WORKER II**

### **Job Scope**

Under general supervision, the Maintenance Man II is responsible for the efficient repair, maintenance and operation of all facilities and equipment in the various Corporation establishments and performs any other related duties, as required, for the efficient operation and maintenance of Corporation property.

The Maintenance Man II will be required to perform any one or a combination of the following duties.

### **List of Duties**

#### **Daily**

1. Examines and repairs equipment and facilities.
2. Cleans light fixtures, replaces bulbs and fuses and makes minor electrical repairs, when required.
3. Maintains and repairs all locks and locking devices to keep in efficient operating condition.
4. Will act as an instructor, when required, to train other employees in the operation and use of the various types of material handling equipment and tools.
5. Performs painting jobs, as required, including traffic control signs, signs, parking area lines, machinery and equipment and other areas in Corporation buildings, as directed.
6. Maintains and safeguards all material and tools required for the various jobs performed.

#### **Periodic**

1. Removal of worn out or obsolete machines and equipment and the setting up, installing and testing of new machinery and equipment, as required.
2. Inspects, cleans and maintains Corporation fire-fighting equipment to make sure it is always ready and in efficient condition for use.

3. Assembling, dismantling, packaging and wrapping equipment and supplies for transfer from one location to another.
4. Carries out maintenance work required in Corporation stores, as directed.
5. May be required to assist in grass cutting and snow removal.

**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 as set out below:

Preamble .....applies

Article 1 - Definition .....applies

Article 2 - Recognition.....applies

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

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

Article 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 to vacant regularly scheduled hours. They will also be given preference over casuals for additional hours which become available on a casual and intermittent basis ("casual hours") in their store. 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

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.....does not apply

Overtime for regular part-time employees to the nearest one half (1/2) hour:

Overtime of one (1) hour fifteen (15) minutes calculated as one (1) hour overtime.

Overtime of one (1) hour sixteen (16) minutes calculated as one and a half (1 1/2) hours.

Overtime hours will be assigned within each facility. The overtime hours will first be offered to the regular full-time employees actually working in the facility when the work becomes available. Any remaining overtime hours will then be offered to regular part-time employees actually working in the facility when the work becomes available in the order of their seniority.

6.8.....applies

6.9.....applies

6.10 .....applies

6.11.....applies

6.12.....applies

6.13.....applies

Article 7 - Holidays

7.1 Subject to qualifying as set out below, regular part-time employees will be entitled to the following paid holidays:

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas 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 he

works fifteen (15) out of the thirty (30) calendar days immediately preceding the holiday and his scheduled work day before and his scheduled work day 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 he worked his scheduled day before the holiday.

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

Paid, pre-approved vacation days may be included in determining if an R.P.T. employee has met the required number of qualifying days. Ex: If an R.P.T. has worked ten (10) days in the 30 calendar days immediately preceding the holiday, and has taken five (5) pre-approved, paid vacation days in that period, then the qualifier (works 15 days) will be deemed to have been met.

In the determination of “his regular scheduled work day” an pre-approved 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. Ex: R.P.T. works Monday to Friday and the qualified day is Saturday will be deemed to have qualified.

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

7.2 ..... does not apply

7.3 ..... applies

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

Regular full-time employees will be given preference in the scheduling of vacation leaves. Subject to this and operational requirements, regular part-time employees will take their vacation at a time(s) agreeable to both

the manager and the regular part-time employee, but excluding the month of December.

8.3.....does not apply  
RPT 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 of the following year. Any earned vacation credits, in excess of time carried over, shall be paid the following year.

8.4. - 8.6 (inclusive) .....do not apply

8.7.....applies

8.8.....applies

8.9.....applies

Article 9 - Bereavement Leave

9.1.....applies  
except that under this Article, a regular part-time employee will only be paid for those days during the five (5) consecutive days immediately following the death in the employees immediate family that he was scheduled to work.

9.2.....applies

9.3.....applies

9.4.....applies

9.5.....applies

9.6.....does not apply

9.7.....applies

Article 10 - Sick Leave

10.1.....applies

10.2 - 10.3 (inclusive) .....do not apply  
Employees shall be entitled to one (1) day sick leave with pay for each twenty-two (22) days worked by the employee to a maximum

accumulation of eighty (80) days sick leave. An employee shall be entitled to sick leave with pay only for a day on which he was scheduled to work.

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

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

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

Article 11 - Leaves of Absence

11.1 Special Leave ..... does not apply  
Upon approval of the immediate Supervisor, an RPT shall be granted Special Leave with pay up to one shift once per calendar year to attend to the following matters if they cannot readily be dealt with outside of scheduled working hours:

1. emergency conveyance of spouse, child, parent, sibling to medical attention;
2. staying at home to attend to a family member in (1) above;
3. attending to an emergency such as fire, flood, or theft;
4. attending own wedding or own graduation.

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

- 11.2 – Pregnancy Leave .....applies
- 11.3 – Pregnancy Allowance .....does not apply
- 11.4 – Parental Leave .....applies

11.5 – Adoption Leave .....applies

11.6 – Adoption Allowance ..... does not apply

11.7 – Leave for Birth of Child ..... The Division Vice President shall grant up to two (2) days leave, with pay, per year to an RPT employee when the employee’s spouse gives birth to a child on a day the RPT was scheduled to work.

11.8 – Leave of Absence for Jury or  
Witness Duty .....applies

11.9 – Jury Compensation .....applies

11.10– Military Leave .....applies

11.11– Prepaid Leave ..... does not apply

11.12– Leave of Absence for Political  
Office .....applies

11.14 – Emotional Assistance Leave ...applies

11.15 Leave of Absence for Union  
President .....applies

#### Article 12 - Superannuation

Article 12.1.....Employees covered by this Appendix shall be covered by the provisions of the Public Service Superannuation Act, as amended from time to time.

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

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

Article 15 - Application of Civil Service Act & Regulations.....applies

Article 16 - Grievance Procedure.....applies

Article 17 - Seniority

17.1.....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 to 17.8 (inclusive) .....applies

Article 18 - Bilingual Staffing Requirements ..applies

Article 19 - Probationary Period.....applies

Article 20 - Temporary Performance of Higher Position Duties .....applies

Article 21 - Rate of Compensation or Promotion .....does not apply

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

25.3 .....applies

25.4.....applies

25.5 .....applies

25.6 .....applies

Article 26 - Group Insurance and Medical ....applies  
as per letter of understanding re: RPT's.

Article 27 - Operational Change .....applies

27.2 .....does not apply

Article 28 - Safety and Health .....applies  
except that under 28.4 (Video Display Terminals), an RPT who is required to work at a Video Display Terminal (VDT) at least twenty (20) hours per week on a regular and ongoing basis shall be entitled to have his/her eyes examined by an Ophthalmologist prior to operating such equipment and once per year thereafter. The Employer shall, where required, pay the costs of such examinations or tests where not covered by a medical plan provided by the Employer.

Article 29 - Employee Assistance Program ...applies

Article 30 - Management Consultation Committee.....applies

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

Schedule "A" .....applies

Schedule "B" .....applies

**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 as set out below:

Preamble ..... applies

No Discrimination..... applies

Article 1 – Definition ..... applies

Article 2 - Recognition..... applies

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

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

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

Article 6 - Hours of Work and Overtime

6.1..... does not apply

(A) Scheduled Casuals may be scheduled up to a maximum of 12 hours per day.

(B) Work shall be assigned to full time and regular part time employees in accordance with the Collective Agreement. When no full time or regular part time employee is available to work, work shall be offered to Scheduled Casuals and, if work remains available, to On-Call Casuals on the basis of the following rules:

1) Scheduled Casuals shall be assigned regularly scheduled hours of work two weeks in advance. These hours shall be assigned on a rotational basis beginning with the most senior scheduled casual.

2) When additional hours of work become available on a casual and intermittent basis, those hours shall be first offered to regular part time employees in accordance with the Collective Agreement.

3) When additional hours of work remain after regular part time employees have first been given the opportunity to work those hours, the remaining

hours shall be offered to casual employees occupying an assigned Scheduled Casual position in the store where the work is available. The Employer will offer the work to Scheduled Casuals assigned to the store on a rotating basis commencing with the most senior casual Store Clerk.

4) When additional hours of work remain after work has been offered to Scheduled Casuals, it shall be assigned to On-Call Casuals in the store where the work is available, on a rotating basis; then to employees outside the bargaining unit.

(C) Scheduled Casuals must be available for scheduled shifts Friday, Saturday and Sunday on a regular and consistent basis.

6.2..... does not apply.

6.3..... does not apply

6.4..... does not apply

6.5..... does not apply. The Corporation shall assign the hours of work for scheduled casuals at least two weeks in advance. Such hours are subject to change based on operational needs.

6.6..... does not apply

Overtime is defined as hours worked in excess of 80 hours bi-weekly which have been authorized by the Store Manager or designate. Such overtime shall be paid at a rate of 1.5X the base hourly rate.

6.7..... does not apply

Overtime for casual employees will be calculated to the nearest one half (1/2) hour:

Overtime of one (1) hour fifteen (15) minutes calculated as one (1) hour overtime.

Overtime of one (1) hour sixteen (16) minutes calculated as one and a half (1 1/2) hours.

Overtime hours will be assigned within each facility. The overtime hours will first be offered to the regular full-time employees actually working in the facility when the work becomes available. Any remaining overtime hours will then be offered to regular part-time employees actually working

in the facility when the work becomes available in the order of their seniority.

Any remaining overtime hours will then be offered to regular part-time employees actually working in the facility when the work becomes available in the order of their seniority.

Any remaining overtime hours will then be offered to scheduled casual employees actually working in the facility when the work becomes available in the order of their seniority.

Any remaining overtime hours will then be offered to casual employees actually working in the facility when the work becomes available in the order of their seniority.

6.8.....applies

6.9.....applies

6.10 .....does not apply

6.11.....applies (Casuals are not eligible for Shift Differential)

6.12.....does not apply

6.13.....does not apply

Article 7 - Holidays

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

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

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

7.2 .....does not apply

7.3 In the event that an employee is required to work on a holiday as set out in 7.1 they shall be paid the amount the employee would have normally received for that day plus one and a half times the employee’s regular rate of wages for the number of hours worked on that holiday in 7.1.

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

Article 9 - Bereavement Leave

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

- 9.2.....applies
- 9.3.....applies
- 9.4.....applies
- 9.5.....applies, without pay
- 9.6.....does not apply
- 9.7.....applies, without pay

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

Article 11 - Leaves of Absence

- 11.1..... does not apply
- 11.2..... does not apply
- 11.3.....applies
- 11.4..... does not apply
- 11.5.....applies
- 11.6.....applies
- 11.7..... does not apply
- 11.8..... does not apply

11.9 Where at the request of the Corporation and employee, as a result of the functions he fulfills on behalf of the employer, is required

to appear as a witness in a criminal trial, civil trial or before an arbitrator he shall be paid for his time in attendance up to a maximum of twelve hours at his regular rate of pay

11.10..... does not apply

11.11..... applies

11.12..... does not apply

11.13 to 11.16 (inclusive) ..... applies

Article 12 – Superannuation ..... does not apply

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

Article 14 - Termination of Employment

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

14.1a) ..... applies

14.2. Applies, with the addition of the following; casuals who are consistently and regularly unavailable for work may be terminated.

14.3..... applies

14.4..... applies

Article 15 - Application of Civil Service Act & Regulations..... does not apply

Article 16 - Grievance Procedure..... applies

Article 17 – Seniority

17.1 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 to 17.6 (inclusive) .....applies
- 17.7 applies, and the Corporation will supply a separate seniority list for casuals.
- 17.8.....applies
- 17.9 Applies; Lowest position means Scheduled Casual
- 17.10.....does not apply
- 17.11.....applies

Article 18 - Bilingual Staffing Requirements ..applies

Article 19 - Probationary Period.....applies, as amended

Article 20 - Temporary Performance of Higher Position Duties

20.1..... does not apply

When a casual employee is required by the Regional Manager to perform the duties of a 1670 position for three (3) or more hours, the casual shall be paid a rate equivalent to the difference between a full time store clerk and the applicable higher position in which he or she is temporarily serving.

20.2.....does not apply

When an casual employee is temporarily performing the duties of a higher position, he shall be paid for overtime worked at his regular rate multiplied by the applicable overtime rate provided for in Article 6, or at the rate established in Appendix B 20.1, whichever is higher

20.3.....applies

Article 21 - Rate of Compensation on Promotion...does not apply

Article 22 - Wages

22.1 Does not apply; wages to be covered in Schedule “AA”

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 3 shirts or other suitable apparel which will be replaced when the articles become worn out.

- 25.2 ..... does not apply
- 25.3 ..... does not apply
- 25.4..... applies
- 25.5 Does not apply. Casual employees, while working shall wear approved safety footwear or such other protective apparel as the Corporation may determine.
- 25.6 ..... does not apply

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

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

Article 28 - Safety and Health

- 28.1 – 28.3 (inclusive) ..... applies
- 28.4..... does not apply

Article 29 - Employee Assistance Program ... applies

Article 30 - Management Consultation Committee..... applies

Article 31 - Duration and Renewal... Applies, except this Agreement shall be in force and effect for the period from date of signing until March 31, 2012, 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, 2011, 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.

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

Schedule "B" ..... 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 as set out below:

<u>Preamble</u> .....	applies
<u>No Discrimination</u> .....	applies
<u>Article 1 - Definition</u> .....	applies
<u>Article 2 - Recognition</u> .....	applies
<u>Article 3 - No strike/Lockout</u> .....	applies
<u>Article 4 - Union Membership and Activities</u> ..	applies.
<u>Article 5 - Rights of Management</u> .....	applies
<u>Article 6 - Hours of Work and Overtime</u> .....	applies, except 6.5 waive the 4 weeks' notice if mutually agreed upon
<u>Article 7 – Holidays</u>	applies
<u>Article 8 - Vacation Leave</u>	applies
<u>Article 9 - Bereavement Leave</u>	
9.1.....	applies
<u>Article 10 - Sick Leave</u> .....	applies
<u>Article 11 - Leaves of Absence</u> .....	applies
<u>Article 12 - Superannuation</u> .....	applies
<u>Article 13 - Public Service Award</u> .....	applies
<u>Article 14 - Termination of Employment</u> .....	applies
<u>Article 15 - Application of Civil Service Act &amp; Regulations</u> .....	applies
<u>Article 16 - Grievance Procedure</u> .....	applies

<u>Article 17 – Seniority</u> .....	applies
<u>Article 18 - Bilingual Staffing Requirements</u> ..	does not apply
<u>Article 19 - Probationary Period</u> .....	applies
<u>Article 20 - Temporary Performance of Higher Position Duties</u> .....	applies
<u>Article 21 - Rate of Compensation on Promotion</u> ...	applies
<u>Article 22 – Wages</u> .....	applies
<u>Article 23 - Publication and Distribution</u> .....	applies
<u>Article 24 - Bulletin Board</u> .....	applies
<u>Article 25 - Clothing</u> 25.1.....	does not apply
25.2 – 25.6 (inclusive) .....	applies
<u>Article 26 - Group Insurance and Medical</u> ....	applies
<u>Article 27 - Operational Change</u> .....	applies
<u>Article 28 - Safety and Health</u> .....	applies
<u>Article 29 - Employee Assistance Program</u> ...	applies
<u>Article 30 - Management Consultation Committee</u> .....	applies, except the DC will be represented by the Vice President Supply Chain & Procurement or designate
<u>Article 31 - Duration and Renewal</u> .....	applies
<u>Schedule "A"</u> .....	applies
<u>Schedule "B"</u> .....	applies

**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 as set out below:

Preamble ..... applies

No Discrimination..... applies

Article 1 - Definition ..... applies

Article 2 - Recognition..... applies

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

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

Article 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 to vacant regularly scheduled hours. They will also be given preference over casuals for additional hours which become available on a casual and intermittent basis ("casual hours") in their store. 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 – 6.5 (inclusive) ..... 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.....does not apply

Overtime for regular part-time employees to the nearest one half (1/2) hour:

Overtime of one (1) hour fifteen (15) minutes calculated as one (1) hour overtime.

Overtime of one (1) hour sixteen (16) minutes calculated as one and a half (1 1/2) hours.

Overtime hours will be assigned within each facility. The overtime hours will first be offered to the regular full-time employees actually working in the facility when the work becomes available. Any remaining overtime hours will then be offered to regular part-time employees actually working in the facility when the work becomes available in the order of their seniority.

6.8 – 6.13 (inclusive) .....applies

Article 7 - Holidays

7.1 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       |
| 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 he works fifteen (15) out of the thirty (30) calendar days immediately preceding the holiday and his scheduled work day before and his scheduled work day 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 he worked his scheduled day before the holiday.

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

Paid, pre-approved vacation days may be included in determining if an R.P.T. employee has met the required number of qualifying days. Ex: If an R.P.T. has worked ten (10) days in the 30 calendar days immediately preceding the holiday, and has taken five (5) pre-approved, paid vacation days in that period, then the qualifier (works 15 days) will be deemed to have been met.

In the determination of “his regular scheduled work day” an pre-approved 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. Ex: R.P.T. works Monday to Friday and the qualified day is Saturday will be deemed to have qualified.

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

7.2 ..... does not apply

7.3 ..... applies

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

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

8.3..... does not apply

RPT 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 of the following year. Any earned

vacation credits, in excess of time carried over, shall be paid the following year.

8.4 - 8.6 (inclusive) .....does not apply

8.7- 8.9 (inclusive) .....applies

Article 9 - Bereavement Leave

9.1.....applies

except that under this Article, a regular part-time employee will only be paid for those days during the five (5) consecutive days immediately following the death in the employees immediate family that he was scheduled to work.

9.2- 9.5 (inclusive) .....applies

9.6.....does not apply

9.7.....applies

Article 10 - Sick Leave

10.1.....applies

10.2 - 10.3 (inclusive) .....do not apply

Employees shall be entitled to one (1) day sick leave with pay for each twenty-two (22) days worked by the employee to a maximum accumulation of seventy-five (75) days sick leave. An employee shall be entitled to sick leave with pay only for a day on which he was scheduled to work.

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

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

10.4- 10.9 (inclusive) .....applies

Article 11 - Leaves of Absence

11.1 Special Leave .....does not apply

Upon approval of the immediate Supervisor, an RPT shall be granted Special Leave with pay up to one shift once per calendar year to attend to

the following matters if they cannot readily be dealt with outside of scheduled working hours:

1. emergency conveyance of spouse, child, parent, sibling to medical attention;
2. staying at home to attend to a family member in (1) above;
3. attending to an emergency such as fire, flood, or theft;
4. attending own wedding or own graduation.

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

11.2 – Pregnancy Leave .....applies

11.3 – Pregnancy Allowance .....does not apply

11.4 – Parental Leave .....applies

11.5 – Adoption Leave .....applies

11.6 – Adoption Allowance .....does not apply

11.7 – Leave for Birth of Child ..... The Division Vice President shall grant up to two (2) days leave, with pay, per year to an RPT employee when the employee's spouse gives birth to a child on a day the RPT was scheduled to work.

11.8 – Leave of Absence for Jury or  
Witness Duty .....applies

11.9 – Jury Compensation .....applies

11.10– Military Leave .....applies

11.11– Prepaid Leave .....does not apply

11.12– Leave of Absence for Political  
Office .....applies

11.14 – Emotional Assistance Leave ...applies

11.15 Leave of Absence for Union  
President .....applies

Article 12 - Superannuation

Article 12.1.....Employees covered by this Appendix shall be covered by the provisions of the Public Service Superannuation Act, as amended from time to time.

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

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

Article 15 - Application of Civil Service Act & Regulations.....applies

Article 16 - Grievance Procedure.....applies

Article 17 - Seniority

17.1.....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 to 17.8 (inclusive) .....applies

Article 18 - Bilingual Staffing Requirements ..does not apply

Article 19 - Probationary Period.....applies

Article 20 - Temporary Performance  
of Higher Position Duties .....applies

Article 21 - Rate of Compensation or  
Promotion .....does not apply

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
- 25.2 – 25.6 (inclusive) .....applies

Article 26 - Group Insurance and Medical ....applies  
as per letter of understanding re: RPT's.

Article 27 - Operational Change .....applies

- 27.2 ..... does not apply

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

except that under 28.4 (Video Display Terminals), an RPT who is required to work at a Video Display Terminal (VDT) at least twenty (20) hours per week on a regular and ongoing basis shall be entitled to have his/her eyes examined by an Ophthalmologist prior to operating such equipment and once per year thereafter. The Employer shall, where required, pay the costs of such examinations or tests where not covered by a medical plan provided by the Employer.

Article 29 - Employee Assistance Program ...applies

Article 30 - Management Consultation Committee.....applies, except the DC will be represented by the Vice President Supply Chain & Procurement or designate

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

Schedule "A".....applies

Schedule "B".....applies

**APPENDIX "E" Distribution Centre Casuals**

Casual employees are defined in Article 1.4. They are members of the bargaining unit. The provisions of this Collective Agreement apply to casual employees as set out below:

Preamble .....applies

No Discrimination.....applies

Article 1 - Definition

1.1to1.3 (inclusive) .....applies

1.4.....applies, recognizing that the DC has no scheduled casuals

1.5.....applies

1.6.....applies

Article 2 - Recognition.....applies

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

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

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

Article 6 - Hours of Work and Overtime

6.1.....does not apply

Casuals may be scheduled up to a maximum of 12 hours per day.

6.2 to 6.5 (inclusive) .....does not apply

6.6.....does not apply

Overtime is defined as hours worked in excess of 48 hours per week which have been authorized by the supervisor or designate. Such overtime shall be paid at a rate of 1.5X the base hourly rate.

6.7.....does not apply

Overtime for casual employees will be calculated to the nearest one half (1/2) hour:

Overtime of one (1) hour fifteen (15) minutes calculated as one (1) hour overtime.

Overtime of one (1) hour sixteen (16) minutes calculated as one and a half (1 1/2) hours.

Overtime hours will be assigned within each facility. The overtime hours will first be offered to the regular full-time employees actually working in the facility when the work becomes available. Any remaining overtime hours will then be offered to regular part-time employees actually working in the facility when the work becomes available in the order of their seniority.

Any remaining overtime hours will then be offered to regular part-time employees actually working in the facility when the work becomes available in the order of their seniority.

Any remaining overtime hours will then be offered to casual employees actually working in the facility when the work becomes available in the order of their seniority.

6.8.....applies

6.9.....applies

6.10 .....does not apply

6.11.....applies (Casuals are not eligible for Shift Differential)

6.12.....does not apply

6.13.....does not apply

Article 7 - Holidays

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

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

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

7.2 ..... does not apply

7.3 In the event that an employee is required to work on a holiday as set out in 7.1 they shall be paid the amount the employee would have normally received for that day plus one and a half times the employee’s regular rate of wages for the number of hours worked on that holiday in 7.1.

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

Article 9 - Bereavement Leave

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

9.2 to 9.4 (inclusive) ..... 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..... does not apply

11.2..... does not apply

11.3..... applies

11.4..... does not apply

11.5..... applies

11.6..... applies

11.7..... does not apply

11.8..... does not apply

11.9...Where at the request of the Corporation and employee, as a result of the function he fulfills on behalf of the employer, is required to appear as a witness in a criminal trial, civil trial or before an arbitrator he shall be paid for his time in attendance up to a maximum of twelve hours at his regular rate of pay.

11.10..... does not apply

11.11..... applies

11.12..... does not apply

11.13 to 11.16 (inclusive) ..... applies

Article 12 – Superannuation ..... does not apply

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

Article 14 - Termination of Employment

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

14.1a) ..... applies

14.2. Applies, with the addition of the following; casuals who are consistently and regularly unavailable for work may be terminated.

14.3..... applies

14.4..... applies

Article 15 - Application of Civil Service Act & Regulations ..... does not apply

Article 16 - Grievance Procedure..... applies

Article 17 – Seniority

17.1.....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 to 17.6 (inclusive) ..... applies

17.7 applies, and the Corporation will supply a separate seniority list for casuals.

17.8..... applies

17.9 Applies; Lowest position means RPT

17.10..... does not apply

17.11..... applies

Article 18 - Bilingual Staffing Requirements .. does not apply

Article 19 - Probationary Period..... applies, as amended

Article 20 - Temporary Performance of Higher Position Duties

In the event that a casual is assigned to act as a Lead Hand, he shall be paid a premium of \$1.50 per hour.

Article 21 - Rate of Compensation or Promotion ..... does not apply

Article 22 - Wages

22.1 Does not apply; wages to be covered in Schedule “AA”

22.2..... does not apply

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

Article 24 - Bulletin Board ..... applies

Article 25 - Clothing

25.1..... does not apply

25.2 to 25.4 (inclusive) ..... applies

25.5 Does not apply. Casual employees, while working shall wear approved safety footwear or such other protective apparel as the Corporation may determine.

25.6 ..... applies

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

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

Article 28 - Safety and Health

28.1 – 28.3 (inclusive) ..... applies

28.4..... does not apply

Article 29 - Employee Assistance Program ... applies

Article 30 - Management Consultation Committee..... applies, except the DC will be represented by the Vice President Supply Chain & Procurement or designate

Article 31 - Duration and Renewal Applies, except this Agreement shall be in force and effect for the period from date of signing until March 31, 2012, 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, 2011, 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.

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

Schedule "B" ..... 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 AND GENERAL EMPLOYEES UNION,  
hereinafter referred to as the "UNION"

### **REGULAR PART-TIME EMPLOYEES**

1. A regular part-time employee (RPT) is one who has been hired as a regular part-time employee to fill a position that is regularly scheduled on an indefinite basis for less than the weekly hours for regular full-time employees.
2. Regular part-time employees shall be assigned by seniority to a single store or to the warehouse. Initial assignments to be made by seniority within areas as agreed upon by the Corporation and the Union.
3. Store assignments within agreed areas will be reviewed on a twelve month basis. Reassignment requests from store RPT's will be accepted from RPT's and processed within the existing sub-local areas contained in Local #470 subject to operational requirements.
4. Effective the date of signing, all R.P.T.'s shall be eligible to be covered under the provisions of Article 26.2 excluding Long Term Disability insurance. The employees will be responsible for the total cost of the program. Once the employee has completed 1000 hours of work with the NSLC following November 1, 1997 the cost of such programs will be cost shared on a 65/35 (Corporation – 65% - Employees 35%) basis. The participation of these programs will be on a voluntary basis.

Employees who meet the threshold of 1000 hours and have been notified that they have met the threshold, will have two weeks from being notified to advise the Corporation Benefits Administrator of their willingness to be enrolled in the benefit plans.

Those employees currently enrolled in the benefit plans will have two weeks from the signing of the collective agreement to notify the Corporation Benefits Administrator of their intentions to opt out.

#### 5. 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 in January by a representative of the Union and the Regional Manager. The purpose of this review will be to determine if permanent full time vacancies exist. Specifically the hours will be reviewed if there are 1700 hours or more during the twelve (12) month review period. It is agreed that work resulting from the following will be excluded from the review.

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

Should there be 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 per week. Hours worked by two 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 1700 hour review.

- 7. Regular part-time employees subject to the provisions of Appendix “A”.
- 8. In January, the Corporation agrees that in the event that an employee is accepted for Long Term Disability and as a result 1700 non-overlapping hours are worked in the facility, the Corporation will declare and post a Conditional RFT vacancy in that facility, subject to an operational review of the store/warehouse requirements. These hours will not count towards deemed regular full time vacancy as described in section 7 of this agreement.

Representing the Union:

Representing the Corporation:

Joan Jessome

Mairi Arthur

Neil McNeil

Joanne Ghaney

Jim Ross

\_\_\_\_\_

Nicole McKim

Roddy MacDonald

Witness

Witness

Dated at Halifax, Nova Scotia this 8<sup>th</sup> day of December, 2011.

**LETTER OF UNDERSTANDING**

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

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

**RPT SEVERANCE PAYMENT**

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

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

Representing the Union:

Representing the Corporation:

Joan Jessome

Mairi Arthur

Neil McNeil

Joanne Ghaney

Jim Ross

\_\_\_\_\_

Nicole McKim

Roddy MacDonald

Witness

Witness

Dated at Halifax, Nova Scotia this 8th day of December, 2011.

**LETTER OF UNDERSTANDING**

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

and the

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

**PREPAID LEAVE****1. Purpose**

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

**2. Terms of Reference**

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

**3. Eligibility**

Any permanent employee is eligible to participate in the plan.

**4. Application**

- a) An employee must make written application to his Vice President at least four (4) calendar months in advance, requesting permission to participate in the plan. A shorter period of notice may be accepted by the Vice President. Entry date into the plan for deductions must commence at the beginning of a bi-weekly pay period.

- b) Written acceptance or denial of the request, with explanation, shall be forwarded to the employee within two (2) calendar months of the written application.

## **5. Leave**

- a) The period of leave will be not less than six (6) months nor more than one (1) year.
- b) On the return from leave, the employee will be assigned to his same position or, if such position no longer exists, the employee will be governed by the appropriate provisions of this Agreement.
- c) After the leave, the employee is required to return to regular employment for a period that is not less than the period of leave.

## **6. Payment Formula and Leave of Absence**

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

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

- e) The maximum length of the deferral period will be six (6) years and the maximum deferred amount will be 33 1/3% of salary. The maximum length of any contract under the Plan will be seven (7) years.
- f) The employee may arrange for any length of deferral period in accordance with provisions set out under 6 (e).

## **7. Benefits**

- a) While the employee is enrolled in the Plan prior to the period of leave, any benefits related to salary level shall be structured according to the salary the employee would have received had he not been enrolled in the Plan.
- b) An employee's benefits will be maintained by the Employer during his leave of absence; however, the premium costs of all such benefits shall be paid by the employee during the leave.
- c) While on leave, any benefits related to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had he not been enrolled in the plan.
- d) Superannuation deductions shall be continued during the period of leave. The period of leave shall be a period of pensionable service and service.
- e) Superannuation deductions shall be made on the salary the employee would have received had he not entered the plan or gone on leave.
- f) Sick leave and vacation credits will not be earned during the period of leave nor will sick leave be available during such period.

## **8. Withdrawal**

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

- c) Should an employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the employee’s estate as soon as possible.

**9. Written Contract**

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

Representing the Union:

Representing the Corporation:

Joan Jessome

Mairi Arthur

Neil McNeil

Joanne Ghaney

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Nicole McKim

Roddy MacDonald

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Dated at Halifax, Nova Scotia this 8th day of December, 2011.

## **LETTER OF UNDERSTANDING**

Between the  
NOVA SCOTIA LIQUOR CORPORATION  
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and the

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

### **SUNDAY OPENINGS**

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

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

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

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

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

Representing the Union:

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Dated at Halifax, Nova Scotia this 8th day of December, 2011.

**LETTER OF UNDERSTANDING**

Between the  
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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:

Joan Jessome

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Dated at Halifax, Nova Scotia this 8th day of December, 2011.



NOVA SCOTIA LIQUOR CORPORATION  
and the  
NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION  
Local 470 and Local 470E

**SIDE LETTER**

**RE: Dental Fee Guide**

The NSLC agrees to advance the Dental Fee Guide to 2008, effective as soon as administratively possible following the signing of the collective agreement, and at the start of a month.

Signed on: December 8, 2011  
Date

**For the Employer**

**For the Union**

Mairi Arthur

Joan Jessome

Roddy MacDonald

Neil McNeil

NOVA SCOTIA LIQUOR CORPORATION  
and the  
NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION  
Local 470 and Local 470E

**SIDE LETTER**

**RE: Job Security**

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

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

Signed on: December 8, 2011  
Date

**For the Employer**

**For the Union**

Mairi Arthur

Joan Jessome

Roddy MacDonald

Neil McNeil



