

Collective Agreement

between

Nova Scotia Liquor Corporation

- and -

**Nova Scotia Government & General
Employees Union
Local 470E**

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

- 1.1 **"Employee"** means a person who is employed on a probationary or regular basis in a job classification within the bargaining unit.
- 1.2 Where the masculine gender is used it shall be read as including the feminine gender.
- 1.3 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 either the accredited officers of the Union or an Official Representative of the N.S.G.E.U., or both, on behalf of Corporation employees covered by this Agreement in the occupational classifications listed below which are described in the Certification Order LRB 1945 and such further classifications as may be mutually agreed upon.

Clerk 1	Supplies and Stationery Storekeeper
Clerk 2	Machine Operator 1
Clerk 3	Machine Operator 2
Clerk 4	Machine Operator 4
Clerk 5	Customs and Excise Clerk
Clerk 6	Trainee Internal Auditor
Clerk 7	Internal Auditor
Stenographer 3	Shipping Clerk
Switchboard Operator	Retail Accountant

ARTICLE 3 - NO STRIKE

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 this Article shall be construed to conflict with the Trade Union Act, (Nova Scotia).

ARTICLE 4 - UNION MEMBERSHIP

4.1 The Corporation agrees to acquaint new employees with the fact that a collective agreement is in effect; and to introduce new employees to their supervisor and shop steward so that they can be advised of the terms and conditions set out in the agreement.

- 4.2 The Corporation agrees that it will deduct from the earnings of all employees and remit to the Union an amount equivalent to the regular monthly Union Dues. Such deductions will be made from the first pay in the calendar month following the commencement of employment. The Corporation will, at the time of making each remittance to the Union, specify the employees from whose pay such deductions have been made.
- 4.3 The Corporation shall pay to no more than 4 employees designated as Representatives of the Union, time lost, up to four (4) 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.
- 4.4 The Corporation shall pay to employees designated as members of the Union's Negotiating Committee time lost, up to a total of fifteen (15) 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 fifteen (15) 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.
- 4.5 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 a period not exceeding four (4) days to a maximum of one (1) employee who is elected a registered delegate to attend the NSGEU Annual Meeting of the Union.
- b) The Union shall notify the Employer of the name, including the department wherein the employee is employed, of the registered delegate to the NSGEU Annual Meeting of the Union at least three (3) weeks in advance of the Annual Meeting. All requests for leave to be in writing.
- 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, provided not less than fourteen (14) days notice has been given, in writing, shall grant to an employee who has been appointed or elected to a position in the Union, or to a central labour organization to which it is affiliated, on a full-time basis, special leave, for a period of up to twelve (12) months or the remaining duration of this Agreement, whichever is greater, without pay.

4.8 "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 the Memorandum of Agreement between the parties, which shall form part of this Agreement". All requests for leave to be in writing.

4.9 **Jurisdictional Areas and Notification**

a) The employer acknowledges the right of the Union to appoint employees as stewards.

b) The Corporation and the Union will agree on the number of Stewards, taking into account both operational and geographical considerations. There shall be no more than one (1) steward per division.

c) The Union agrees to provide the Corporation with a list of the employees designated as stewards for each jurisdictional area.

ARTICLE 5 - UNFAIR PRACTICES

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

5.2 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.

ARTICLE 6 - RIGHTS OF MANAGEMENT

- 6.1 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 7 - HOURS OF WORK AND OVERTIME

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

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

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

- 7.2 **"OVERTIME"** shall mean overtime authorized by a Supervisor and shall not include time worked which is less than 15 minutes in a day.
- a) Store Auditors - work performed in excess of 35 hours per week shall be recognized as overtime;
 - b) Other Employees - work performed in excess of 7 hours per day or 35 hours per week shall be recognized as overtime.
- 7.3 **"OVERTIME"** will be computed as follows:
- a) at one and one-half (1-1/2) times the employee's basic hourly rate of pay for overtime worked up to three (3) hours per day;
 - b) at two (2) times the employee's basic hourly rate of pay for all overtime worked if the overtime worked exceeds three (3) hours per day, and for all overtime worked on Saturdays or an employee's normally scheduled day off;
 - c) at two and one-half (2-1/2) times the employee's basic hourly rate of pay for all work performed on holidays and on Sundays, except as provided for in 8.5.
 - 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.
- 7.4 An employee's basic hourly rate of pay shall be his annual salary divided by 1820. Overtime hours worked will be accumulated over a four week pay period and payment for them will be made on the second pay day of the period.
- 7.5 An employee who is required to work during a meal period shall be allowed one-half hour off work and shall be paid at a rate of time and one-half for the balance of the meal period and in addition, shall be paid a meal allowance in accordance with the following schedule:

For the term of this agreement \$12.00

Meal allowances shall be paid in advance.

This clause shall not apply to employees whose duties require them to travel and work away from the Head Office of the Corporation.

- 7.6 **"CALL OUT"** shall mean the recall to work of an employee after he has left the Corporation premises. Work immediately preceding or following the employee's regular work hours is not considered to be "call out" work. Where an employee is called out to work, overtime rates as specified in Article 7.3 shall apply provided however that no employee who is called out shall receive less than four (4) hours pay at one and one-half (1-1/2) times his basic hourly rate.
- 7.7 The Corporation will meet and discuss with the Union any requirements for shift work prior to assigning any employee other than Store Auditors to shift work.
- 7.8 Where overtime following the completion of the regular shift exceeds one and one-half (1-1/2) hours, the employee shall be provided with a meal allowance in accordance with Article 7.5.
- 7.9 An employee will not receive a shift differential if he is receiving overtime pay for the same hours.

ARTICLE 8 – HOLIDAYS

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

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

and any other day except Sunday, which is declared a holiday by local authority.

- 8.2 If any of the above holidays fall on an employee's day off, he shall be granted the holiday on an alternate date which is mutually agreeable to the Corporation and the employee.
- 8.3 Employees who report for work on December 24th shall normally be permitted to leave at 12:00 noon without any loss in regular pay, providing December 24th is a regularly scheduled working day for the employee. In the event the Corporation determines that an employee(s) must remain after 12:00 noon on December 24th, such employee(s) shall be granted equivalent time off at another date as mutually agreed between the employee and the Corporation. Employees who are on vacation or chose to take the day off as part of annual vacation will be charged with only one-half day vacation.
- 8.4 If any of the above holidays fall on a Saturday or Sunday, the holiday will be observed on the following Monday. In the event of Christmas Day and Boxing Day falling on a Sunday and Monday respectively, the holidays shall be observed on the Monday and Tuesday.
- 8.5 (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 seven (7) 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 8.2.

ARTICLE 9 - VACATION LEAVE

- 9.1 Employees shall be entitled to receive vacation leave with pay as follows:
- a) during the first 60 months of service (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 9.1 only, service for regular full-time employees includes service as an RPT or CWB as follows:

- a) Less than 4 years of RPT/CWB service will not be recognized towards the calculation of service for the purposes of Article 9.1.
- b) 4 years or more of RPT/CWB service will be recognized at 25% per year towards the calculation of service for the purposes of Article 9.1.

The following example is provided for clarity:

A full-time employee with combined RPT/CWB service of 9 years will be credited with an additional 2.25 years of service toward the calculation of vacation as per Article 9.1

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

- 9.3 Consistent with the economic and efficient operation of the Corporation's business, employees may choose their vacation at any time during the year. The choice of vacation period will be governed by seniority. If an employee's vacation period conflicts with the operation of the business, the employees will be given the opportunity to select another vacation period. Applications for vacation shall be submitted to the employee's Supervisor before the end of April in the year that the vacation is requested. Applications for vacations during the period January to April inclusive shall be submitted to the employee's Supervisor not later than the end of October in the preceding year. Upon reasonable notice an employee may change his vacation request provided that his newly selected vacation period does not interfere with the economic and efficient operation of the Corporation's business.
- 9.4 a) Subject to its operational requirements, the Corporation may allow an employee to carry-over a maximum of five (5) days vacation credits per vacation year for a maximum of twenty-five days if in the opinion of the Corporation, it will not interfere with the efficient operation of the Corporation. Any deferred vacation leave accumulated under this subparagraph must be used within five (5) consecutive vacation years following the vacation year during which the carry-over is approved in writing by the Corporation. Any vacation not used within this five (5) year period shall lapse unless the time is extended by 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 upon request, such payout to be granted in a block of 5 days.
- 9.5 With the approval of the Corporation, an employee who has been employed by the Corporation for a period of five or more years may be advanced five days from vacation leave of the subsequent year.
- 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 vacation credits.
- 9.7 An employee, upon his separation from the Corporation, shall be compensated for vacation leave to which he is entitled. An employee upon

his separation from the Corporation, shall compensate the Corporation for vacation leave which he has taken but which he has not earned.

ARTICLE 10 - BEREAVEMENT LEAVE

- 10.1 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 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.
- 10.2 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.
- 10.3 The Corporation may require such proof of eligibility as they deem reasonable for the bereavement leave granted to an employee.
- 10.4 Bereavement leave may be extended without pay at the discretion of the Vice President-Human Resources upon application by the employee.
- 10.5 Leave to the extent of up to seven (7) hours shall be granted with pay for attending the funeral of the employee's or spouse's aunt or uncle.
- 10.6 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 11 - SICK LEAVE

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

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

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

- 11.3 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 her/his vacation credit restored to the extent of the sick leave.
- 11.4 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.
- 11.5 Employees shall submit to the Corporation an A-27 for any illness over three (3) days duration.
- 11.6 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.
- 11.7 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.
- 11.8 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.

11.9 Employees who are actively being treated for alcohol or other drug dependencies are entitled to use sick leave for this purpose.

11.10 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 12 – LEAVES OF ABSENCE

12.1 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;
- g) attending one's own graduation;

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

- h) executive officers of clubs or fraternal organizations who are obligated to participate formally in funeral services for members;

- i) for legal and financial counsel.

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

- 12.2 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.

12.3 **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 12.3 f) above, the Corporation shall permit her to resume work in the same or comparable 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 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)

- 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 12, may be granted in accordance with the provisions of the Sick Leave Article.

12.4 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 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.

12.5 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 (12.3), 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 Article 12.5 (a)

c) Parental Leave other than in Article (12.3)

For an employee other than one to whom Article (12.3) 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 (12.5 (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 (12.5 (c)) above the employee shall resume work in the same or comparable 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 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 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.

12.6 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 12.6 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 12.6 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 12.6 c)(ii) above the employee shall resume work in the same or comparable 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 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 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.

12.7 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 (SUB) Plan
- b) In respect to the period of Parental or Adoption leave, payments made according to the S.U.B. plan will consist of the following:
- i. where the Employee is subject to 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, payments 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.

12.8 Leave for Birth of a Child

The Business Unit Head shall grant two (2) days leave with pay per year to an Employee when the Employee's spouse gives birth to a child.

12.9 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.

12.10 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.

12.11 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.

12.12 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.

12.13 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.

12.14 Leave of Absence for Full-Time Union President

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

- a) An employee who declares 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 up to a maximum of two (2) years.
- c) Notwithstanding paragraph 2, a leave of absence for a second (2nd) and subsequent consecutive terms shall be granted where operational requirements permit.
- d) For the purpose of paragraphs 2 and 3, the leave of absence shall commence on July 1 and end on June 30.

- e) All benefits of the employee shall continue in effect while the employee is serving as President, and, for such purposes, the employee shall be deemed to be in the employ of the Corporation.
- f) Notwithstanding paragraphs 2 and 5, the gross salary of the President shall be determined by the Union and paid to the President by the Corporation, and the amount of this gross salary shall be reimbursed to the Corporation by the Union.
- g) Upon expiration of his/her term 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 employee and the Corporation, at a salary level commensurate with the position previously held.
- h) Notwithstanding paragraph 2 or any provision of the collective agreement to the contrary, the period of leave of absence shall be deemed to be continuous service and employment with the Corporation for all purposes.
- i) Notwithstanding the provisions of the collective agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the employee returns from leave of absence.
- j) The Union shall reimburse to the Corporation the Corporation's share of contributions for U.I.C. premiums, Canada Pension Plan, Superannuation and group insurance premiums made on behalf of the employee during the period of leave of absence.

12.15 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 13 - SUPERANNUATION

- 13.1 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, copies of which may be obtained from the Queen's Printer, Halifax.

ARTICLE 14 - PUBLIC SERVICE AWARD

- 14.1 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.
- 14.2 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.
- 14.3 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 15 - APPLICATION OF CIVIL SERVICE ACT & REGULATIONS

- 15.1 Provided however that the provisions of the foregoing Article 13, 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 - TERMINATION OF EMPLOYMENT

- 16.1 An employee who is absent from his employment without permission for six (6) consecutive days shall be deemed to have resigned his position effective the first day of his absence. The Corporation and employees agree to provide to each other as applicable two (2) weeks notice in writing of intention to terminate employment.
- 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.
- 16.2 A regular employee shall not be terminated except for just cause.
- 16.3 New employees on probation may be terminated before completion of the probationary period. Such termination shall not be the subject of a grievance.

ARTICLE 17 - GRIEVANCE PROCEDURE

- 17.1 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.
- 17.2 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.
- 17.3 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.

17.4 Step One

The grievance shall be discussed with the employee's immediate supervisor 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.

17.5 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.

17.6 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.

- 17.7 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.
- 17.8 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.
- 17.9 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.
- 17.10 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.

- 17.11 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.

- 17.12 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.
- 17.13 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.
- 17.14 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 18 – SENIORITY & JOB POSTINGS

- 18.1 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.
- 18.2 The selection of employees for promotion, layoff or recall shall be based upon the following factors:

Seniority Ability Skill

When all other factors are equal, seniority shall be the governing factor.
- 18.3 When employees are promoted other than on the basis of seniority, the Corporation, by letter, will advise the President of the Union of its decision and the reasons.
- 18.4 An employee shall lose his/her seniority rights if he/she is discharged or quits his/her employment.
- 18.5 The Corporation will annually provide the Union with an up-dated seniority list for all regular employees covered by this Agreement. Any alleged errors in this list will be brought to the attention of the 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.

- 18.6 Job vacancies or new positions within the bargaining unit which create opportunities for promotion of employees shall be posted on all bulletin boards designated for that purpose, for a period of five days. The Union President shall be provided with a copy of the notice.
- 18.7 An employee about to leave on vacation of one week or more shall be considered for any vacancies which are posted during his/her absence providing he/she forwards to the Vice President - Human Resources, a letter signifying those positions in which he/she is interested.
- 18.8 If the successful applicant is not already employed by the Corporation and is appointed to a position within the bargaining unit despite the application of existing employees, the reasons for the appointment, requested, shall be made known to the President of the Union.
- 18.9 If a job that has been advertised is not filled within 45 working days from the date of it first being advertised, the Corporation will notify all applicants whether they are, or are not being considered for the position.
- 18.10 Upon the appointment of the successful applicant, the Union will be so advised. All other applicants will be advised that the position has been filled.

ARTICLE 19 – PROBATIONARY PERIOD

- 19.1 New employees, except as hereinafter specified, shall be considered probationary until they have been in the employ of the Corporation for a period of six months, after which time they shall be placed on a seniority list and have their seniority dated from the date of their employment. Employees who are retained beyond the six month period shall be considered regular employees except as hereinafter specified.
- 19.2 a) Provided however that the foregoing paragraph shall apply only to new employees hired to fill an existing or contemplated permanent job vacancy and shall have no application to temporary employees.

- b) Persons appointed to the position of Internal Auditor or Internal Auditor Trainee, who have not previously worked for the Corporation in a full time permanent position shall be required to complete a six (6) month probationary period.
- c) For new employees and for persons promoted into the bargaining unit, the initial probationary period shall be for a six month period. For employees promoted to a higher classification within the bargaining unit, a three month probationary period shall apply. These periods may be extended by the Corporation for up to an additional three (3) months. Notice of such extensions will be provided to the Union. All probationary periods shall be counted from the day the employee first assumed the duties of the job on a regular, full-time basis.

ARTICLE 20 - TEMPORARY PERFORMANCE OF HIGHER POSITION DUTIES

20.1 When an employee is required to perform the duties of a position higher than that of which he or she is the incumbent for one (1) or more consecutive days, they shall be paid for all the days served at the applicable rate in the higher rate in which he or she is temporarily serving. This shall have no application to employees undergoing a training period leading to possible promotion.

ARTICLE 21 - RATE OF COMPENSATION ON PROMOTION

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

ARTICLE 22 - WAGES

22.1 Wage rates shall be paid to employees covered by this Agreement according to the classification, conditions and amounts set forth in Schedule "A" attached hereto.

22.2 A night shift differential shall be paid to an employee who works between 9:00 pm and 6:00 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 copy for each member of the Union covered by this Agreement and such additional copies as the Corporation and Union require. The cost of publication shall be divided between the Corporation and the Union equally according to the number of copies required. The Union shall be responsible for the distribution of the Agreement to its members.

ARTICLE 24 - BULLETIN BOARD

- 24.1 The Corporation shall provide bulletin boards for the exclusive use of the Union where duly authorized officers of the Union may post Notices of interest to the Union. Matters of changes in Corporation policy that are the result of joint discussions between the Corporation and the Union will not be posted on these Notice Boards until the official Corporation circular dealing with such changes has been received by the Union.

ARTICLE 25 - GROUP INSURANCE AND MEDICAL

- 25.1 It is a condition of employment that employees covered by this Agreement will participate in the Corporation's Group Insurance Plan.
- 25.2 The Group Insurance Plan consists of life, health, dental and long term disability insurance.
- 25.3 The Corporation will pay the full premium cost of the Group Insurance Plan
- 25.4 The Benefits Committee will be made up of two (2) members appointed from each of the bargaining units as well as two (2) representatives from the management group.

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

The Benefits Committee shall be responsible for:

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 26 - OPERATIONAL CHANGE

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

employment transition allowance or up to five thousand dollars (\$5,000.00) as a relocation allowance. To be eligible for reimbursement, receipts must be received within twelve (12) months from the date of layoff or termination.

ARTICLE 27 - SAFETY AND HEALTH

- 27.1 The Employer shall continue to make all reasonable provisions for the occupational health and safety of employees. The Employer will endeavor to respond to suggestions from the Union and will endeavor to adopt reasonable procedures to prevent or reduce the risk of employment injury and employment-related chronic illness.
- 27.2 a) The Employer agrees to the establishment of a Joint Health and Safety Committee comprised of equal representation of the Union and the Employer.
- b) The Joint Committee will be co-chaired, with the chairing of meetings alternating between the Union and Employer. Minutes of the meetings will be kept and copies distributed to all committee members, the Union and the Employer. Both chairpersons will sign the minutes unless there is a dispute over their contents, in which case the dissenting co-chairperson will indicate in writing the source of disagreement.
- 27.3 The employer undertakes to provide first-aid training to at least one (1) employee per division. The employer shall also provide each division with a first-aid kit.
- 27.4 **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.

27.5 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.

ARTICLE 28 - 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 29 - MANAGEMENT CONSULTATION COMMITTEE

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

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

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

ARTICLE 30- DURATION AND RENEWAL

This Agreement shall be in force and effect for the period from date of signing until March 31, 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:

Representing the Corporation:

Joan Jessome

Mairi Arthur

Neil McNeil

Joanne Ghaney

Jim Ross

Nicole McKim

Roddy MacDonald

Witness

Witness

SCHEDULE "A"

Salary Adjustment

April 1, 2010	←--→	1.0%
April 1, 2011	←--→	1.0%

Collective Agreement in effect until March 31, 2012.

SCHEDULE "A" SALARIES

Job Classification	Effective Dates	STEP 1	STEP 2	STEP 3
Clerk 1	1-Apr-10	\$23,069	\$25,129	\$27,175
	1-Apr-11	\$23,300	\$25,380	\$27,447
Clerk 2	1-Apr-10	\$29,418	\$31,727	\$34,037
	1-Apr-11	\$29,712	\$32,044	\$34,377
Clerk 3	1-Apr-10	\$29,683	\$31,862	\$34,037
	1-Apr-11	\$29,980	\$32,181	\$34,377
Clerk 4	1-Apr-10	\$31,851	\$33,909	\$35,965
	1-Apr-11	\$32,170	\$34,248	\$36,325
Clerk 5	1-Apr-10	\$36,462	\$38,520	\$40,574
	1-Apr-11	\$36,827	\$38,905	\$40,980
Clerk 6	1-Apr-10	\$39,189	\$41,243	\$43,299
	1-Apr-11	\$39,581	\$41,655	\$43,732
Clerk 7	1-Apr-10	\$41,435	\$43,487	\$45,541
	1-Apr-11	\$41,849	\$43,922	\$45,996
Retail Accountant	1-Apr-10	\$44,440	\$46,460	\$48,480
	1-Apr-11	\$44,884	\$46,925	\$48,965
Internal Auditor (Trainee)	1-Apr-10	\$45,911	\$47,964	\$50,019
	1-Apr-11	\$46,370	\$48,444	\$50,519
Internal Auditor	1-Apr-10	\$54,296	\$56,352	\$58,407
	1-Apr-11	\$54,839	\$56,916	\$58,991

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.

CLERK I

Job Scope

Through the use of typewriters, calculators, adding machines and manually is responsible for the checking, preparation and summary of simple records and schedules. Filing of same as required. Able to operate a switchboard on a relief basis.

List of Duties

1. Operates a calculator and adding machine as required to do basic mathematical functions and to accumulate figures.
2. Prepares simple reports, summaries, schedules and business forms related to the operation of the Corporation.
3. Checks and verifies calculations on reports and schedules produced by other divisions and sections.
4. Sorts, forwards and files documents with which employee normally works.
5. Does relief work in own section and other divisions or sections as directed.
6. Other duties as required.

Education

Grade XI and graduation from a recognized business school with a diploma in typing and elementary bookkeeping.

Experience

Six months clerical work and general office routine including operation of adding machines and calculators. Three months on job to meet expected performance standard.

Supervision of Others

Responsible for own work only and may occasionally explain tasks to another employee.

Contacts

Normal daily contacts with fellow employees.

Accuracy

Nature of work requires checking by others, errors could result in loss of time and increased supervision.

Complexity of Duties

Works under general supervision and after initial instruction is required to use own judgement and initiative in making decisions of a routine nature. Is required to carry out accurately and efficiently all phases of work in accordance with methods and procedures developed by others.

CLERK 2

Job Scope

Able to post and balance simple subsidiary ledgers and possessing the ability to apply a calculator and adding machine to this work and to accurate verification,

preparation and summary of simple billings, reports and schedules. Filing of same as required.

List of Duties

1. Accurate posting of subsidiary records and balancing of same through use of a calculator and adding machine.
2. Accurately verifies, prepares and summarizes simple billings, reports and schedules.
3. Operates and maintains a copying machine for own division and other divisions of the Corporation.
4. Sorts, forwards and files documents with which employee normally works.
5. Does relief work in own section and other divisions and sections as required.
6. Able to do the work of a Clerk I.
7. Other duties as required.

Education

Grade XI and graduation from a recognized business school with a diploma in typing and elementary bookkeeping.

Experience

Six months clerical work and general office routine including operation of adding machines, calculators and typewriters. Three months on job to meet expected performance standard.

Supervision of Others

Responsible for own work only and may occasionally explain tasks to another Employee.

Contacts

Normal daily contacts with fellow employees and has limited contacts with personnel of other sections and divisions to give and receive information relative to their job.

Accuracy

Is responsible for accuracy in all phases of work since errors would result in loss of time and delays in other sections.

Complexity of Duties

Works under general supervision and after initial instruction period is required to use own judgement and initiative in making decisions of a routine nature. Is required to carry out efficiently and accurately all phases of work in accordance with existing methods and procedures developed by others.

MACHINE OPERATOR I

Job Scope

Able to post and balance subsidiary ledgers through the use of an accounting business machine with the periodic use of a calculator and adding machine. Through use of the above equipment be able to produce and to summarize billings, reports and schedules.

List of Duties

1. Accurate machine processing of such forms and documents as may be required to produce and balance various subsidiary ledgers, billings, reports and schedules.
2. Through the use of a calculator and adding machine be able to balance such ledgers, billings, reports and schedules which may be produced through the accounting machine.
3. Does considerable checking, verification and production of various reports, schedules, and statements produced by the accounting machine and from data processed by the accounting machine. This work requires a high degree

of familiarity with systems and procedures of the Corporation directly affecting work.

4. Sorts, forwards and files documents with which employee normally works.
5. Does relief work in own section and other divisions and sections as required.
6. Other duties as required.

Education

Grade XI and graduation from a recognized business school with diploma in typing and elementary bookkeeping.

Experience

One year experience - Operation of accounting machine, operation of typewriter, adding machine and calculating machine, six months in position to reach expected performance standards.

Supervision of Others

Responsible for own work only, and may occasionally explain to another employee.

Contacts

Normal daily contacts with fellow employees and has limited contacts with personnel of other sections and divisions to give and receive information relative to their job.

Accuracy

Must perform duties with considerable accuracy as errors would affect efficiency or work other employees and cause delays.

Complexity of Duties

Receives instruction in all phases of work and after initial instructions is required to use own judgment and initiative in carrying out duties. Must take any action deemed necessary to carry out duties in effective and efficient manner.

CLERK 3

Job Scope

Must be able to post and balance subsidiary ledgers. Capable of the preparation and analysis of schedules, reports and statement.

List of Duties

1. Operates a calculator, adding machine and typewriter as required to produce various schedules, reports and statements.
2. Accurate posting of subsidiary records and balancing of same through use of a calculator and adding machine.
3. Sorts, forwards and files documents with which employee normally works.
4. Does considerable checking and verification of documents produced externally to the Corporation. This procedure requires detailed knowledge of the Corporation's costs and retail price and structure.
5. Does relief work in own section and other divisions and sections, as directed.
6. Other duties as required.
7. Able to do the jobs of Clerk 1 and Clerk 2.

Education

Grade XI and graduation from a recognized business school with a diploma in typing and elementary bookkeeping.

Experience

One year clerical and general office routine, and would be required to learn the procedures and methods developed and used in the section. Six months on the job to meet expected performance standards.

Supervision of Others

Is responsible for own work only and may occasionally explain tasks to other employees. Must be capable of taking over daily routine work of own supervisor.

Contacts

Normal daily contacts with fellow employees and has limited contacts with organizations external to the Corporation and personnel of other departments for the purpose of seeking information relative to their job.

Accuracy

Is responsible for accuracy in all phases of work since errors would result in loss of time and delays in other sections.

Complexity of Duties

Works under general supervision and after initial instruction period is required to use own judgement and initiative in making decisions of a routine nature. Is required to carry out efficiently and accurately all phases of work in accordance with existing methods and procedures developed by others.

STENOGRAPHER 3

Job Scope

Under supervision (but without detailed instructions except in specific instances) a Stenographer 3 does standard clerical and stenographic assignments involving taking and transcribing dictation quickly and accurately that may require the use of technical or specialized terms.

List of Duties

1. Type from rough or draft copy.
2. Carry out assignments independently according to a regular prescribed procedure, subject to check or review upon completion.

3. Perform repetitive work requiring knowledge of systems and procedures within a specialized clerical field.
4. As required, to review statements, applications, records and forms for completeness, accuracy, and conformance with established procedures.
5. Give information to other departments or the public concerning well established practices.
6. Post date to small set of records or books.
7. Sort and file documents.
8. Prepare routine correspondence and to complete form letters.
9. Operate simple office machines.
10. In some positions, may oversee and check the work of one or two junior clerks.
11. May perform such other related duties as may be required from time to time.

Education

Grade XI and graduation from recognized business school with a diploma in Shorthand and typing plus a demonstrated ability to take and transcribe dictation quickly and accurately.

Experience

Two or three years experience in stenographic and general office work. Allowed 3 to 6 months to reach expected performance standard.

Supervision of Others

In some positions, may be required to oversee and check the work of one or two junior clerks.

Contacts

Normal interdepartmental employee relationships.

Accuracy

Poor decisions and errors would incur the expense of redoing or checking complete work.

Complexity of Duties

Must be able to exercise judgement and initiative in making decisions in accordance with established and defined regulations or procedures.

CLERK 4

Job Scope

Able to post and balance complex subsidiary ledgers and possessing the ability to apply a calculator and adding machine to this work and to the accurate interpretations, analysis, verification and preparation of complex reports, statements and schedules. Filing as required.

List of Duties

1. Operates a calculator, adding machine and typewriter as required to produce various schedules, reports and statements.
2. Informative analysis and interpretation of various schedules, reports, and statements which they handle. This involves considerable knowledge of the Corporation's operation procedures.
3. Accurate posting of subsidiary records and balancing of same through the use of calculator and adding machine.
4. Sorts, forwards and files documents with which employee normally works.
5. Does considerable checking and verification of documents produced externally to the Corporation. This procedure requires detailed knowledge of the Corporation's costs and retail price structure.
6. Has a detailed knowledge of all work within their section and sufficient knowledge of the Corporation as a whole to enable them to substitute for their supervisors for short intervals.

7. Does relief work in own section and other divisions and sections, as directed.
8. Able to perform jobs of Clerk 1, 2 and 3.
9. Other duties as required.

Education

Grade XI and graduation from a recognized business school with a diploma in typing and elementary bookkeeping.

Experience

One year clerical and general office routine would be required to learn the procedures and methods developed and used in the section. Six months on the job to meet expected performance standards.

Supervision of Others

Responsible for own work only and may occasionally explain tasks to another employee. Must be capable of taking over the complete duties of the supervisor of their section.

Contacts

Normal daily contacts with fellow employees and has frequent contacts with personnel of other departments and organizations external to the Corporation in order to seek and give information relative to duties. Close cooperation with employees of other sections is essential to carry out duties in an efficient manner.

Accuracy

Is responsible for accuracy in all phases of work since errors would result in loss of time and delays in other sections.

Complexity of Duties

Works under general supervision and after initial instructions period is required to use own judgement and initiative in making decisions of a routine and non-routine nature. Is required to carry out efficiently and accurately all phases of

work in accordance with existing methods and procedures developed by others. Should be able to contribute to the improvement of systems and procedures.

MACHINE OPERATOR 2

Job Scope

Able to prepare and balance complex subsidiary records through the use of an accounting machine and the periodic use of a calculator, adding machine and typewriter. Through the use of the above equipment, be able to produce, interpret, analyze and verify reports, statements, and schedules.

List of Duties

1. Accurate machine processing of such reports, statements, and schedules as may be required to produce and balance various subsidiary records.
2. Through the use of a calculator, adding machine and typewriter, be able to balance, produce, analyze and interpret the various reports, statements, and schedules produced by the machine and from machine data.
3. Possesses considerable knowledge of all work within their section and sufficient knowledge of the Corporation as a whole to enable them to substitute for their supervisors for short intervals.
4. Does relief work in own section and other divisions and sections as directed.
5. Sorts, forwards and files documents with which employee normally works.
6. Other duties as required.

Education

Grade XI and graduation from a recognized business school with a diploma in typing and elementary bookkeeping.

Experience

Two years experience - operation of accounting machine, one year experience - operation of typewriter, adding machine and calculating machine. Six months in position to meet expected performance standards.

Supervision of Others

Responsible for own work only. Occasionally explains tasks to other employees. Must be capable of taking over daily routine of own supervisor.

Contacts

Normal daily contacts with fellow employees and has contacts with personnel of other sections and divisions to receive and give information relative to their job. Close co-operation with employees of other sections is essential to carry out duties in an efficient manner.

Accuracy

Must perform duties with considerable accuracy, as errors would affect efficiency of work of other employees and cause delays.

Complexity of Duties

Receives instructions in all phases of work and after initial instructions is required to use own judgement and initiative in carrying out duties. Must take any action deemed necessary to carry out duties in effective and efficient manner.

SWITCHBOARD OPERATOR AND RECEPTIONIST

Job Scope

Handles all incoming and outgoing long distance calls on switchboard. Acts as Receptionist to general public.

List of Duties

1. Answers questions and supplies limited information on routine matters.

2. Directs incoming telephone calls to proper persons.
3. Contacts persons by local or long distance phone as directed by Members of Staff.
4. Keeps up to date record of all outgoing long distance calls and allocates billing to proper departments.

Education

Grade X or equivalent

Experience

Six months to one year experience in operation of switchboard. One month in position to reach expected performance standards.

Supervision of Others

Responsible for own work; may occasionally explain tasks to another employee.

Contacts

Has daily contact with general public, with representatives of Government and commercial establishments.

Accuracy

1. Proper direction of telephone calls and public inquiries.

Complexity of Duties

After initial instruction, is required to use own judgement and initiative in execution of duties in an efficient manner without close supervision.

SUPPLIES AND STATIONERY STOREKEEPER

Job Scope

Under the general supervision of Purchasing Supervisor is responsible for receiving, storing and shipping all miscellaneous supplies and stationery to all Corporation premises.

List of Duties

1. Wraps and packs stationery, supplies and equipment for shipment to all Corporation premises.
2. Ensures proper inventory level maintained to meet all requisitions for supplies and stationery.
3. Prepares all documents covering shipments and reports for various departments as required.
4. Operates duplicating equipment, reproduces copies of all bulletins, Circulars and forms designed for internal use.
5. Other duties as required.

Education

Grade X

Experience

Required, a minimum of at least one year experience in storeroom work. While on the job would be given a period of three months to learn the procedures and methods used on this particular job.

Supervision of Others

Has direct supervision over one clerk.

Contacts

Has frequent contacts by phone and in person with personnel of other departments and organizations external to the Corporation in order to seek and give information relative to duties. Close co-operation with employees of other sections is essential to carry out duties in an efficient manner.

Accuracy

Proper storage and inventory level must be maintained since errors would cause loss of time and delays in Head Office, Corporation Stores and other Corporation premises.

Complexity of Duties

Is instructed by Purchasing Supervisor on what is to be done and how it is to be done and after initial instruction period must be capable of performing all duties

relative to this job with the minimum of supervision and should be able to contribute to the improvement of systems and procedures. Must be able to analyze storeroom records to project purchasing requirements to maintain proper inventory level.

TRAFFIC, CUSTOMS AND CLAIMS CLERK

Job Scope

Is responsible for checking and recording inward and outward freight, the preparation of all customs documents required for the entry and release from Bond of imported or excise shipments of stock and equipment consigned to the Corporation preparation of customs and claims for breakages and shortages of stock consigned to the Corporation and preparation of documents for release and delivery of ship stores.

List of Duties

1. Prepares customs documents for entry of stock and equipment into bonded warehouse.

2. Delivers customs documents to customs officials for approval and collects approved documents from customs officials and posts in customs ledger.
3. Prepares customs documents for release of stock or equipment from bonded to duty paid warehouse and prepares manifest for payment of customs excise and sales tax on release.
4. Prepares customs or excise documents for sales of duty free stock to ships, ships chandlers and foreign consulates.
5. Upon receipt of Carriers arrival notice prepares from outstanding order file a report advising the arrival of inward shipments of stock.
6. Prepares documents for payment of long distance inward freight charges.
7. Identifies and checks all freight charges on local shipments of stock to and from warehouse and stores.
8. Completes, for use of cost department, documents showing duty applicable to individual brands released from bond.
9. Prepares claims against customs and excise for breakages and shortages to stock shipments consigned to Corporation.
10. Telephones and answers telephone to give and receive information to customs and transportation officials and Corporation employees.
11. Files reports and records for safe keeping and future reference.
12. Prepares weekly stock report on in bond inventory and planned releases of stock.

Education

Grade XII

Experience

A total of two years clerical experience. Would have to learn the following while in the job: (1) all sections of the Customs Act and Regulations pertaining to liquor, (2) a working knowledge of the various types, brand names, and numbers

of all liquor handled by the Corporation, (3) a working knowledge of a computerized unit for the purpose of releasing goods from Bond to Duty Paid, (4) a working knowledge of the sections of the Liquor Control Act and Regulations pertaining to transportation and warehousing, (5) a working knowledge of the customs and railway tariffs. Would be allowed six months to reach expected performance standard.

Supervision of Others

Responsible for own work. May occasionally have to explain duties to another employee. Takes over during any temporary absence of the supervisor.

Contacts

Has continuous contacts with Customs and transportation officials, by phone and in person for the purpose of giving and receiving information concerning the operation of the traffic, customs and claims section. Is expected to perform liaison work between customs officials and the Corporation for the benefit of the Corporation. Lack of courtesy, tact, or co-operation would be harmful to the Corporation by the possible slowing down of the whole process of receiving imported goods and having them released from bond to Duty paid. Has daily contacts by phone and in person with Corporation employees in other sections for the purpose of giving and receiving information and instructions. The degree of courtesy, tact, and co-operation used by the employee in this job is of high importance.

Is expected to perform effective liaison work between the Bottle Exchange for the purpose of giving and receiving information and instructions. Has contacts by phone and in person with the bottle dealers, truckers, and the breweries to see that high degree of courtesy and co-operation is carried out for the benefit of the Corporation.

Accuracy

Work methods are largely governed by Customs and Transportation Regulations and Tariffs. All Customs entries and freight accounts are checked by the Supervisor of Traffic, customs and Claims. However, errors, if missed, could cause considerable loss of time if the wrong rate or classification was used when preparing custom duties or transportation charges and went through undetected, it could result in increasing costs considerably.

Complexity of Duties

Receives verbal instructions from the Supervisor as to what is to be done and how it is to be done. After initial instruction period he must be prepared to work under general supervision only. He must be able to visualize and plan in order to overcome any obstacles and successfully execute his various duties. Makes all routine decisions applicable to the position and refers the following decisions to the Supervisor: brands and quantities of stock to be released from Bond or excise, disposition of inward shipments, overtime to be paid to Customs officials, payment of freight demurrage and any other matters pertaining to transportation of goods. The most complex part of his work is arriving at evaluation of imports for customs duties, calculation of proof gallonage of all stock using the correct classification and rate when preparing and checking customs and freight invoices.

TRAINEE INTERNAL AUDITOR

Job Scope

Assists the Chief and Senior Auditors in the completion of store audits. This audit to consist of such procedures and methods as may be directed by the Corporation and to include a general review of accounting records and other supporting evidence as the Corporation may consider necessary in the circumstances.

List of Duties

1. To make a complete analysis of all ledgers, reports, schedules and summaries and to prepare such of these records during the audit as may be necessary in the circumstances.
2. To physically verify that the goods and cash on hand agree with the accounting records.
3. To review procedures being used at the store in order to detect any practices in the store which, may be contrary to the Liquor Control Act or to the policies stated by the Corporation.
4. When errors or omissions are uncovered to take such corrective action as will adjust the situation both at the store level and in the total system as a whole.

5. From time to time to participate in any special studies or audits which the Corporation may consider necessary.
6. To prepare such reports, statements and schedules on the result of an audit or audits as may be deemed necessary by the Corporation.
7. Sorts, forwards and files documents with which employee normally works.
8. Other duties as required.

Education

Grade XII and successful completion of the subjects contained in Level I and Level II of the course of study offered by the Society of Industrial Accountants of Canada. (R.I.A.)

Experience

A minimum of three years experience in accounting, auditing or at an intermediate management level in the Corporation.

Supervision of Others

Responsible for own work and may occasionally explain tasks to another employee.

Contacts

Normal daily contacts with fellow employees as well as daily contacts with store personnel in order to seek and give information relative to duties. Extremely close co-operation with employees of own and other divisions is required to carry out duties in an efficient manner.

Accuracy

The results of audits may be used when initiating both minor and major adjustments to accounting procedures and staff movements. As such actions are vitally important the audit must be accomplished with the highest possible degree of accuracy at each stage of the operation.

Complexity of Duties

Works under general supervision and after initial instruction period is required to use own judgement and initiative in making decisions of a routine nature. Is required to carry out efficiently and accurately all phases of work in accordance with existing methods and procedures developed by others. Must, during the course of this training period, become thoroughly familiar with Corporation policies, accounting system and the Liquor Control Act.

INTERNAL AUDITOR

Job Scope

Assists the Chief and Senior Auditors or is sometimes responsible in their absence for a complete and effective store audit. This audit to consist of such procedures and methods as may be directed by the Corporation and to include a general review of accounting procedures and such tests of accounting records and other supporting evidence as the Corporation may consider necessary in the circumstances.

1. To make a complete analysis of all ledgers, reports, schedules and summaries and to prepare such of these records during the audit as may be necessary in the circumstances.
2. To physically verify that the goods and cash on hand agree with the accounting records.
3. To review and interpret procedures being used at the store or in the audit order to suggest improvements and to detect any practices in the store which may be contrary to the Liquor Control Act or to policies stated by the Corporation.
4. When errors or omissions are uncovered to take such corrective action as will adjust the situation both at the store level and in the total system as a whole.
5. From time to time to participate in any special studies or audits which the Corporation may consider necessary.
6. To prepare such reports, statements and schedules on the results of an audit or audits as may be deemed necessary by the Corporation.

7. Sorts, forwards and files documents with which employee normally works.
8. Other duties as required.

Education

Grade XII and successful completion of the subjects contained in Level I and Level II of the course of study offered by the Society of Industrial Accountants of Canada. (R.I.A.)

Experience

Completion of six months training program as a Junior Store Auditor plus a minimum of three years experience in the accounting, auditing or at an intermediate management level in the Corporation.

Supervision of Others

Responsible for own work only and may occasionally explain tasks to another employee. Must be capable of taking over the complete duties of their Supervisor.

Contacts

Normal daily contacts with fellow employee as well as daily contacts with store personnel in order to seek and give information relative to duties. Extremely close co-operation with employees of own and other divisions is required to carry out duties in an efficient manner.

Accuracy

The results of audits may be used when initiating both minor and major adjustments to accounting procedures and staff movements. As such actions are vitally important the audits must be accomplished with the highest possible degree of accuracy at each stage of the operation.

Complexity of Duties

After initial training period they must be prepared to work under general supervision following established methods and procedures. They will be

expected to conduct store audits without the supervision and guidance of the Chief and Senior Store Auditors and must be prepared to analyze and evaluate any problems arising on the job and take effective action without undue direction. This action not only will correct the situation at store level but from the view of the Corporation as a whole.

LETTER OF UNDERSTANDING

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

and the

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

JOB DESCRIPTIONS

Job descriptions will be reviewed and revised as necessary as quickly as possible.

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"

DEEMED REGULAR FULL TIME VACANCIES

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

Three (3) months after the date of signing of the Collective Agreement or June 1, 1998 which ever is later (the commencement date) all casual hours shall be reviewed annually by a representative of the Union and the appropriate Vice President. The purpose of this review will be to determine if permanent full time vacancies exist. Specifically the hours will be reviewed if there are 1600 hours or more during the twelve (12) month review period. It is agreed that work resulting from the following will be excluded from the review.

- sickness, L.T.D. and/or accident
- hours worked by regular full time employees.
- vacation and leaves of absence including jury duty, bereavement, Union business, etc.
- temporary transfers / assignments / posted secondments
- modified work programs
- accommodations as required by legislation
- overtime/time taken in lieu
- hours worked by students from a recognized educational facility
- hours worked during an identified technological change or other change which may cause job elimination.

Should there be 1600 non overlapping hours in a specific, non-rotating bargaining unit position for reasons other than those listed above, a regular full-time vacancy shall be declared and posted in accordance with the Collective Agreement provided it is not already posted.

The employer shall provide the Union with all information pertinent to the 1600 hour review.

- 2. Three (3) months after the date of signing of the Collective Agreement or June 1, 1998, whichever is later, the Corporation agrees that in the event that an employee is accepted for Long Term Disability and as a result 1600 non-overlapping hours are worked in a specific, non-rotating bargaining unit position, the Corporation will declare and post a Conditional RFT vacancy in that, subject to an operational review. These hours will not count towards deemed regular full time vacancy as described in section 1 of this agreement.

Representing the Union:

Representing the Corporation:

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 1600 hours required for the posting and filling of a full time position.
- c) Applications under this Plan will not be unreasonably denied, and any permitted discretion allowed under this plan will not be unreasonably refused.

3. Eligibility

Any permanent employee is eligible to participate in the plan.

4. Application

- a) An employee must make written application to 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

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"

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 27.4.

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.

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

SIDE LETTER

RE: Agency Stores

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

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: 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

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

SIDE LETTER

RE: Wellness Allowance

In recognition of the efforts of members of Locals 470/470E to improve attendance and reduce sick leave, the NSLC will provide a one-time wellness allowance of \$50 to each member of the bargaining unit as at the date of signing. Members of the bargaining unit are encouraged to use this amount to support activities promoting their health and well-being and that of their families.

Signed on: December 8, 2011
Date

For the Employer

For the Union

Mairi Arthur

Joan Jessome

Roddy MacDonald

Neil McNeil