



Changes Specific to the **NLC** Tentative Agreement 2022-26

DISCLAIMER:

If there are any discrepancies between this document and the official tentative agreement or interpretation thereof, the latter shall prevail.

This document is meant for information purposes only. Members should read the entirety of their tentative agreement and ask questions, if necessary, before casting their vote.

The following is an overview of the changes contained in the NLC tentative agreement.

Article 13 – Hours of Work

13.04 (b) For the normal work day as defined in 13.01(a), Corporate Office, Warehouse, Blending **and the Branches** shall receive a rest period of fifteen (15) consecutive minutes in the first half of a normal work day and fifteen (15) consecutive minutes in the second half of a normal work day.

EXPLANATION: The Branches have been added to this clause.

Article 17 – Temporary Assignment

17:07 (NEW)

If a bargaining unit employee is temporarily assigned to a management position in excess of twenty-four (24) months in any thirty-six (36) month period, he / she shall lose their right to return to the bargaining unit.

EXPLANATION: This new language governs the length of temporary assignment to management allowed before an employee loses their right to return to the bargaining unit.

Article 35 – Protective Clothing and Uniforms

35.01

The Employer agrees to increase the allowances as follows:

- **Uniform allowance = \$275**
- **Pant Allowance = \$175**
- **Footwear Allowance = as per agreed global boot allowance (\$200)**

EXPLANATION: This represents a 22.2% increase to the uniform allowance, a 40% increase to the pant allowance, and a 122% increase in the boot allowance.

Memorandum of Understanding re Warehouse and Bottling Plant Hours of Work

Where the Corporation introduces alternative shift(s) to those contained in article 13.02, the following conditions would apply:

- The Regular Shift will continue to operate as indicated in article 13.02. An Alternate Shift will operate outside the Regular Shift hours.
- Current permanent Warehouse or Production Line Workers assigned to the Regular Shift will have the option to remain on the Regular Shift and ~~will not be required to work the Alternate Shift, except if necessary during the initial operating of the Alternate Shift to allow for training of new staff~~ **if operational requirements permit. However, should there not be enough temporary Workers who possess the required training and demonstrated ability to staff the Alternate Shift, current permanent Warehouse or Production Line Workers who possess the required training and demonstrated ability shall be required to work the Alternate Shift. These impacted current permanent Warehouse or Production Line Workers will be determined by reverse order of seniority if there are no volunteers to staff the Alternate Shift.**
- **A permanent Warehouse or Production Line Worker moved to the Alternate Shift as per the above requirement can return to the Regular Shift when a junior employee is trained.**
- Articles 13.02 and 14.02 do not apply
- The letter of intent regarding the Closure of the Bottling Plant is not applicable to employees working alternate shifts.

EXPLANATION: The Employer needed to amend the MOU to address pressures anticipated with the increased volume of work in the warehouse and bottling operations. Your negotiating team agreed to amendments that allow voluntary movement to the second shift. If an employee is forced to move to the second shift, the movement will only be for hands-on training, and the employee will have the option of returning to their regular shift after the training is complete.

Memorandum of Understanding re NLC Closures

This will confirm our understanding reached at negotiations with respect to store closures:

- (a) The Corporation agrees that it will not convert any of its retail liquor stores to private agency stores during the period of April 1, 2022 to March 31, 2026. The Corporation further agrees that no additional store closures will occur during the same period, unless the Corporation can demonstrate to the Union that the store is losing money.
- (b) Notwithstanding (a) above, if the Employer opens any new store over and above any existing Corporation stores, and at a later date decides to close the new store, or decides to relocate a Branch (Retail Store) to another nearby town or municipality, then the permanent and part-time employees of those stores will be continued in permanent and part-time employment.

EXPLANATION: The Employer bargained hard to have this letter removed from your contract. Protecting this letter was a big win for your negotiating team.

Still have questions about your collective agreement?

Call 1-833-414-1097 or 709-754-9062.

This hotline is staffed:

September 21-25 from 9 am to 8 pm NDT

September 26 from 9 am to noon NDT

NAPE