

# **COLLECTIVE AGREEMENT**

BETWEEN

**THE TOWN OF DEER LAKE**

AND

**NEWFOUNDLAND & LABRADOR ASSOCIATION  
OF PUBLIC & PRIVATE EMPLOYEES**

January 1, 2023 - December 31, 2026

**THIS AGREEMENT** made this 21 day of April,  
Anno Domini, Two Thousand;

BETWEEN:

**DEER LAKE TOWN COUNCIL**

of the one part;

AND

**THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES**, a body corporate organized and existing under the laws of the Province of Newfoundland and having its registered office in the City of St. John's aforesaid (hereinafter called the "Union");

of the other part;

**THIS AGREEMENT WITNESSETH** that for an in consideration of the premises and covenants, conditions, stipulations, and provisos herein contained, the parties hereto agree as follows:

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ARTICLE 1    PURPOSE OF AGREEMENT

1:01            The intention of this Agreement is to promote and maintain harmonious relations and close co-operation between the Council and its employees. It is understood by both parties that their objective is the protection of the best interest of the Council and its employees. Both parties will abide by this Agreement, it being their purpose to settle all differences without disturbance of industrial peace.

ARTICLE 2    RECOGNITION

- 2:01            (a)    The Council recognizes the Newfoundland and Labrador Association of Public and Private Employees as the sole and exclusive bargaining agent for all classes of employees listed in Schedule " A ". No employee within the bargaining unit shall be required or permitted to make any written or verbal agreement with the Council or its representatives which may conflict with the terms of this Collective Agreement.
- (b)    Persons who are not included in the bargaining unit shall not perform any duties of any classification which is included in the bargaining unit except when bargaining unit employees are not available or they cannot do the work required.

ARTICLE 3    INTERPRETATION

- 3:01            In this Agreement the following words and expressions shall have the meanings hereinafter assigned to them:
- (a)    "Bargaining Unit" shall mean all employees affected by this Contract and as per the Certification Order of the Labour Relations Board.
- (b)    "Council representative" - unless otherwise specifically defined, shall mean the Town Manager or such other person or persons appointed by the Council.
- (c)    "Day" - for the purpose of this Agreement, day shall mean working day unless otherwise specified.
- (d)    "Employee" shall mean all employees of Deer Lake Town Council not excluded from the Bargaining Unit through negotiations.
- (e)    "Employer" shall mean the Town of Deer Lake as represented

by Council.

- (f) "Holiday" shall mean the twenty-four (24) hour period commencing at 12:01 a.m. of a calendar day designated as a holiday.
- (g) "Layoff" shall mean the termination of employment of an employee because of lack of work or because of the abolition of a post but retaining all rights in accordance with Article 24.
- (h) "Month" - a month of service shall be any calendar month during which the employee is on the payroll for more than fifteen (15) calendar days in that month.
- (i) "Notice" shall mean in writing, and which is hand delivered or delivered by registered mail.
- (j) "Part-time employee" shall mean a person who is regularly employed to work less than the full number of working hours in each working day or less than the full number of working days in each work week. Part-time employees shall receive the wages and all benefits under this Agreement on a prorated basis.
- (k) "Permanent or regular employees" shall mean any employee within the Bargaining Unit who has served the probationary period outlined in this Agreement.
- (l) "Probation period" means a period of ninety (90) working days from the date of hire.
- (m) "Probationary employee" shall mean any employee who is serving the established probationary period outlined in this Agreement.
- (n) "Promotion" shall mean an action which causes the movement of an employee from his/her existing classification to a classification giving a higher rate of pay.
- (o) "Schedule" shall mean in writing and posted in accessible places to all employees.
- (p) "Shift" shall consist of consecutive hours.
- (q) "Standby" shall mean any period of time during which an employee is required to be available for recall to work.

- (r) "Temporary employee" means a person who is employed for a specific period for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work. Temporary employees shall receive the wages and all benefits under this Agreement on a prorated basis.
- (s) "Vacancy" shall mean an opening which is either permanent full time, permanent part-time, temporary full-time, temporary part-time, seasonal full time or seasonal part-time.
- (t) "Week" shall mean a period of seven (7) consecutive days beginning at 0001 hours Sunday morning and ending at 2400 hours on the following Saturday night.
- (u) "Year" shall mean the period extending from the first day of January in one year to the thirty-first day of December in the same year.

#### ARTICLE 4    UNION SECURITY

4:01

- (a) All present employees of Council within the Bargaining Unit shall, as a condition of employment become and remain members in good standing of the Union.  
  
All future employees of the Council within the Bargaining Unit shall, as a condition of employment, become members of good standing in the Union effective the date of hire.
- (b) The Council agrees to deduct from the earned wages of all employees who come within the scope of the Bargaining Unit, the monthly dues of the Union and deductions on or before the tenth (10) day of each month. A list of employees shall be submitted to the Union with each dues deduction showing names of all employees within the Bargaining Unit, the amount of deductions and if no deduction, the reason therefore. The Union will inform the Council, in writing, of the amount of the Union dues.
- (c) The Council and its representatives agree that there shall be no discrimination, interference or coercion exercised or practised with respect to any person in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, creed, national origin, residence, political or religious affiliation, mental or physical disability nor by reason of membership or legal activity in the Union. Provided that all

things being equal, preference in hiring shall be given to resident taxpayers of the Town of Deer Lake.

ARTICLE 5 REPRESENTATION

- 5:01 The Council agrees to recognize the duly appointed Officers and Stewards from within the various Departments of Council provided that each such Officer or Steward is a member of the Bargaining Unit.
- 5:02 The said Officers and Stewards will form the Union's permanent Grievance Committee and any member of that Committee may handle as a grievance any departure from or misapplication of, the terms of this Agreement or any other matter, whenever and wherever the interest of any employee is directly or indirectly concerned.
- 5:03 No deduction shall be made from the pay of any Officer or Steward by reason of their being present at meetings with representatives of Council held during regular normal working hours.
- 5:04 The Union shall be empowered at any time to have the assistance of a representative from the Provincial body of the Union when dealing or negotiating with Council or representatives of Council. Such Union representatives shall have access to the Council's premises in order to investigate any grievance or to conduct negotiations.

ARTICLE 6 HOURS OF WORK

- 6:01 The regular hours of work for all employees shall be eight (8) hours per day, forty (40) hours per week. The regular working day shall be from 8:00 a.m. to 5:00 p.m. including one (1) hour break at noon and a ten (10) minute break in the A.M. and a ten (10) minute break in the P.M. and the work week shall be from Monday to Friday inclusive except where weather conditions necessitate a change. When there is mutual agreement, during the period June 1 to August 31, the regular working hours shall be 8:00 a.m. to 4:30 p.m. with a one-half ( $\frac{1}{2}$ ) hour break at noon including a ten (10) minute break in the a.m. and a ten (10) minute break in the p.m. There shall be no split shifts.
- 6:02 Hours of work currently in effect at the Stadium shall remain in effect.
- 6:03 Employees in the Aquatic Center and Bowling Alley shall work up to forty (40) hours per week using a flexible hourly schedule. This

is not a guarantee that employees will work forty (40) hours per week. Part-time employees can mutually agree to work up to twelve (12) hours in any one (1) day without compensation for overtime.

6:04 Where possible, in the Pool, Bowling Alley and the Ticket Seller at the Arena, days off shall be allocated at the minimum of two (2) consecutive days off, except where mutually agreed.

6:05 Where possible, employees at the Pool, Bowling Alley and the Ticket Seller at the Arena shall not be scheduled for less than three (3) hours in any shift. Lifeguards/Instructors can mutually agree to work less than three (3) hours in order to accommodate the pool/lessons schedule.

6:06 During periods when the Ticket Seller is working or not available to work, the Employer may assign employees from the Bowling Alley or Pool to sell tickets from 9:00 a.m. to 4:00 p.m. each day from Monday to Friday of each week.

6:07 Exchange of Shifts

Employees may be permitted to exchange their shifts with an employee in the same classification provided that the employee's supervisor is notified and approves the change in shift.

## ARTICLE 7 OVERTIME

7:01 Overtime shall be all hours worked outside of the regular hours or on a holiday listed in Article 8 of this Agreement.

7:02 Overtime rates shall apply as follows:

- (a) Time and one-half (1 ½) for all overtime in any one (1) working day.
- (b) In addition to the forty (40) hour work week, the Employer agrees that any employee who is requested to work on a statutory holiday and agrees to work shall receive a minimum of eight (8) hours' pay at the rate of time and one-half (1 ½) for having worked on such holiday.
- (c) In addition to the forty (40) hour work week, the Employer agrees that any employee who is requested to work on Christmas Day and/or New Year's Day and agrees to work, shall receive a minimum of eight (8) hours' pay at the rate of two (2) times the regular rate of pay.



7:03 In order to facilitate the overtime sharing the following shall apply:

- (i) Records of overtime shall be posted on a weekly basis with overtime from the preceding period, as well as accumulated overtime shown for each employee in each classification.
- (ii) employees shall be considered to have had an opportunity to work overtime for all hours declined, unable to be contacted (supported by written confirmation by the Employer that an attempt was made) or for periods when they are on any type of leave with or without pay with the exception of training seminars or contract negotiations. The daily average will be charged against the employee in that classification.
- (iii) Fair and equitable would be acceptable with a ten percent (10%) difference in the highest and lowest in a twelve (12) month period.

7:04 (a) Employees ordered out to work between the hours of 5:00 p.m. and the following 8:00 a.m. shall be paid a minimum of four (4) hours at regular rates. However, if the call-out consists of more than three (3) hours, time and one-half (1 ½) shall apply to all work after such period until the following 8:00 a.m. when the appropriate rate for such time shall apply.

- (b) Employees ordered out to work at other times, i.e., scheduled days off and weekends, shall be paid a minimum of four (4) hours' pay at the prevailing rate. These provisions shall apply whether or not work is available, providing the employee reports for duty, but do not apply to regular night shift operations.

7:05 Overtime for Staff who work sixty (60) minutes or less shall be as follows:

- (a) from fifteen (15) minutes to thirty (30) minutes, payment for one-half (½) hour at the applicable overtime rate;
- (b) from thirty (30) minutes to sixty (60) minutes, payment for one (1) hour at the applicable overtime rate.

7:06 \* Meal Allowance

After two (2) hours (120 minutes) of overtime following a regular shift, a meal allowance in the amount of twenty dollars (\$20.00) will be provided. After another five (5) consecutive hours (300 minutes) of overtime another meal allowance of twenty dollars (\$20.00) will be provided. All meal allowances will be paid on the

next pay period after it is submitted.

## ARTICLE 8     STATUTORY HOLIDAYS

8:01            The following holidays will be observed as paid holidays for all employees following completion of thirty (30) consecutive days of employment:

- (a)    New Year's Day
- (b)    St. Patrick's Day
- (c)    Good Friday
- (d)    St. George's Day
- (e)    Commonwealth Day
- (f)    Discovery Day
- (g)    Memorial Day
- (h)    Orangeman's Day
- (l)    Labour Day
- (j)    Thanksgiving Day
- (k)    Armistice Day
- (l)    Christmas Day
- (m)    Boxing Day

Plus, one (1) additional holiday in each year that, in the opinion of the Council representatives, is recognized as a civic holiday in the area. If no civic holiday is provided, the employee shall be given one (1) additional holiday at a time determined by Council representatives.

8:02            When any of the above-named holidays falls on a Saturday and/or Sunday and the employee is not required or scheduled to work, then the following Monday and/or Tuesday shall be deemed the holiday.

However, should any of the above-named days or combination of days fall on Saturday and/or Sunday and the employee is scheduled or required to work, then he/she shall be paid the premium rates for such time worked.

8:03            When an employee is on sick leave and a Statutory Holiday fall in this time period, the employee will remain on sick leave and take the Statutory Holiday at a time to be mutually agreed.

## ARTICLE 9     ANNUAL VACATIONS

9:01            (a)    Every employee, after the first year of continuous service, shall be granted vacation on a pro-rata basis for time worked

in the preceding calendar year; pro-rata basis being one-twelfth (1/12) of the annual vacation allowed per month worked. In subsequent years, the vacation allowance is as follows:

1 to 6 years                      15 days at regular rate of pay

Over 6 years                      20 days at regular rate of pay  
to 11 years

Over 11 years 25 days at regular rate of pay  
to 15 years

Over 15 years 30 days at regular rate of pay  
up to 20 years

Vacation for intermittent employees shall be paid as per Clause 9:01 (b). All vacation schedules must be booked by April 30 of the current year and the Employer shall post this vacation schedule by May 15 each year. Three (3) weeks vacation per person will be awarded based on seniority.

- (b) Temporary employees upon employment shall be given an option with respect to annual leave as follows:
- (i) to receive payment for annual leave on a regular basis throughout his/her employment period; or
  - (ii) to receive payment for annual leave at the end of the employee's employment term; or
  - (iii) to bank the annual leave and to be taken by the employee with the approval of the Employer at a later date.

Employee shall notify the Employer of their choice upon hire and if a choice is not made, then Clause 9:01 (b) (i) shall be the choice.

9:02 Any employee may carry forward to another year any portion of his/her annual leave not taken in previous years until by so doing he/she has accumulated a maximum of one (1) year of annual leave excluding current annual leave.

9:03 An employee may change the status of his/her annual leave to sick leave if:

- (a) he/she has been ill for five (5) consecutive days and has

presented a medical certificate to the Employer.

(b) he/she is admitted to hospital.

9:04 (a) If a statutory or declared holiday falls on or is observed during an employee's vacation period, he/she will be granted an additional day's vacation for each holiday in addition to his/her regular vacation period.

(b) When an employee is required to work during his/her annual vacation he/she shall receive pay at the rate of time and one-half (1 ½). Hours worked while on vacation shall not be deducted from the employee's vacation credits.

9:05 All employees shall be granted, wherever conveniently possible, the vacation period preferred by the employee or at such time as may be mutually agreed upon by the Town Manager and the employee where extenuating circumstances exist.

Preference in choice of vacation dates shall be determined by seniority with the Council.

#### ARTICLE 10 RATES OF PAY

10:01 The rates of pay for all employees covered by the Agreement are as set forth in the attached Schedule "A", which Schedule forms part of this Agreement.

10:02 An employee who is required to temporarily perform work in a classification paying a higher rate of pay shall receive the higher rate for all hours worked in the higher classification.

10:03 An employee who is required to temporarily perform work in a classification paying a lower rate of pay shall maintain his/her regular rate of pay.

10:04 It is agreed that those employees who work at both the Stadium and at the Town Depot at different times of the year shall receive rates of pay to coincide with Schedule "A".

#### ARTICLE 11 SENIORITY

11:01 An employee's seniority shall be determined by length of service and shall operate on a Bargaining Unit wide basis.

11:02 The Council will maintain a seniority list showing the date each

employee's service commenced and will also include each employee's classification and length of service.

- 11:03 An up-to-date seniority list shall be posted on all bulletin boards in January of each year and ninety (90) working days will be allowed for any employee to protest an incorrect listing. An initial seniority list will be posted within thirty (30) working days of the signing of this Agreement.
- (a) Newly hired employees shall be considered on probation for a period of ninety (90) working days from the date of hire. During the probationary period employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge and the provisions of the Group Health and Welfare Plan.
  - (b) The employment of such employee may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination as a basis of termination. After completion of the probationary period, seniority shall be effective from the original date of hire.
- 11:04 If an employee is transferred on a temporary basis to a post outside the Bargaining Unit, he/she shall continue to accumulate seniority as though he/she remained in the Bargaining Unit and shall continue to pay the dues of the Union.
- 11:05 An employee hired for a specific period of time not less than ninety (90) working days or as relief will accumulate seniority on a day to day basis in the same manner as all other employees and such seniority will remain with that employee when laid off only for the purpose of determining his/her right and order to recall, subject to Clause 11:06 of this Agreement.
- 11:06
- (a) An employee shall not lose seniority rights if he/she is absent from work because of absence approved by Council, sickness, accident.
  - (b) Employees shall only lose seniority rights in the event:
    - (i) he/she is discharged for just cause;
    - (ii) he/she resigns;
    - (iii) he/she is absent from work without notifying the appropriate person for five (5) days, unless notice was

not reasonably possible;

- (iv) he/she is laid off for a period of two (2) years or longer. In the case of temporary employees, he/she is laid off for a period of one (1) year or longer.
- (v) employees laid off due to reduction in staff who fail to return to work on recall or fail to answer registered letters to return to work shall forfeit all seniority rights unless agreed upon by both parties.

11:07 Employees who are qualified may be interchanged or transferred from one Department to another at any time and from time to time when circumstances warrant, provided that seniority shall not be surrendered or affected by such interchange or transfer, and that there shall be no reduction in rate of pay and further provided that no permanent or regular employee shall be laid off or discharged by reason of such interchange or transfer.

11:08 No employee shall be transferred to a post outside of the Bargaining Unit without his/her consent.

ARTICLE 12 ABSENCE FROM WORK

12:01 (a) Should any employee, through no fault of his/her own, be absent from work, he/she shall not be discriminated against on that account.

All employees shall make every reasonable effort to notify the Employer one (1) hour prior to the commencement of his/her scheduled shift if the shift commences prior to twelve noon and two (2) hours notification if the shift commences after twelve noon. The employees will give as much notice as possible outside of these time limits.

In all instances, individuals will be advised the name and telephone number required to be contacted and where the employee is not able to contact the designated individual, no disciplinary action will be taken.

(b) Should an employee be absent through no fault of his/her own without giving the Employer notice of his/her absence, he/she shall not be penalized in the first instance of such absenteeism other than loss of pay for such period of absenteeism, but upon subsequent instances for such absenteeism without notification as required above, the employee concerned may become subject to disciplinary

action resulting in suspension.

- 12:02 Leave of absence with pay and without loss of seniority not exceeding twenty (20) man days in number, shall be granted, upon request to Council, to employees elected or appointed to represent the Bargaining Unit or Local at Seminars of the Union and the Provincial Convention of the Newfoundland Association of Public Employees, or Conventions of an affiliated group or organization of which it is a member. With the approval of the Council representative, time off with pay will be allowed for the President of the Bargaining Unit to meet with the employee and/or full-time representatives of the Union.
- 12:03 \* An employee shall be granted three (3) consecutive working days with pay following the death of a spouse, common-law spouse, father, mother, child, grandfather, grandmother, brother, sister, mother-in-law, father-in-law, or any relative of such employee residing in the same household.
- 12:04 The Council agrees to consider a request for one (1) additional day upon receipt of a written request from the employee where circumstances require such request.
- 12:05 \* An employee shall be granted one (1) day leave of absence with pay in the event of the death of an employee's sister-in-law, brother-in-law, uncle, aunt, niece, nephew, or first cousin of such employee this one (1) day shall be for attending the funeral.
- 12:06 In the event of the death of an employee covered by this Agreement, the Town Manager may authorize all or any employee to attend the funeral during working hours without loss of pay.
- 12:07 The employee may be required to furnish proof of relationship to the deceased to the Council representative.
- 12:08 The Council agrees to grant leave of absence without loss of pay, seniority or accumulated benefits to an employee who serves as a juror or witness in any Court. The employee will present proof of service that he/she attended as a juror or witness, provided the current system of payment by the Courts remain in effect.
- 12:09 (a) Any employee wishing to upgrade his/her qualifications should make application to Council. Application for such training will be reviewed and decided on by Council on an individual basis.
- (b) Where employees are to be considered for additional training or upgrading and provided the employee's qualifications



meet the requirements for entrance into such training or upgrading program, then preference will be given to employees on the basis of seniority.

- (c) When an employee is attending a training course or other educational programs, the Employer shall pay the full amount of the employee's wages or the difference between what would have been the employee's regular earnings and that paid to the employee by other sources.
- (d) Employees may be given the opportunity to upgrade or acquire new skills with the Town owned equipment during their free time if requested to the Council.

12:10 All employees shall be covered by the Workers' Compensation Act.

12:11 Upon written request, an employee who has completed two (2) years of service shall be granted unpaid leave of absence for educational or personal reasons to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operation and the availability of qualified replacement staff. While on such leave employees shall continue to accumulate service, unless they would otherwise be laid off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this Clause is two (2) weeks. While on such leave employees shall not accumulate service for severance, sick leave or vacation purposes. During such leave the employee will be responsible for the full payment of insurance premiums. If an employee wants to return from such leave early, he/she will be required to give the Employer two (2) weeks' notice of return.

### ARTICLE 13 INSURANCE PROGRAM AND PENSIONS

13:01 Council agrees to maintain a Health and Insurance Plan and will consider any alternate Plan submitted by the Union during the term of this Agreement.

13:02 Council will investigate the possibility of obtaining a salary continuance package which will form part of the present Insurance Plan.

13:03 \* The Employer agrees to provide a matching contribution in the amount of six percent (6%) as its share of pension contributions. The Employer has implemented an autoloan for contributions which should fix the problem of contributions not being forwarded to the service provider in a timely manner.

13:04 Employees required to undergo medical examinations to maintain



driver licences in connection with their employment shall be paid for this cost upon supplying a bill to the Employer.

13:05 Temporary employees who work a minimum of thirty (30) hours per week will be included in the Town's Insurance Plan.

ARTICLE 14 VACANCIES AND NEW JOBS

14:01 When a vacancy occurs in any classification, such vacancy shall be posted on bulletin boards of the Council which are accessible to all the employed for a period of not less than five (5) working days so as to give all interested employees an opportunity to make application for the posted vacancy.

14:02 Preference shall be given to applicants based on seniority, providing their qualifications are sufficient to perform the duties of the vacant classification in the following order:

- 1) employees in the Department;
- 2) employees in the Bargaining Unit;
- 3) applicants outside the Bargaining Unit.

As of May 5, 2005, employees from the Recreation Department, who acquire a position with the Public Works Department will be considered to have the least seniority in this Department as of the seniority list on this date.

14:03 When a new classification is created, the Council agrees to negotiate with the Union the rate of pay applicable to that new classification. In the event that the two (2) parties cannot agree on the rate of wages to be paid in the new classification, the matter will be submitted to arbitration and in any event, the new rate will be effective on the day the new classification came into being.

14:04 Both parties agree:

- (a) to the principle of promotion within the service of the Council;
- (b) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and who has the required qualifications.

14:05 Employees who are promoted shall be on a trial period in the new position for forty (40) calendar days. He/she may be returned to

their original position and wage rate with no loss of seniority if the employee's work performance in this position is unsatisfactory.

## ARTICLE 15 PROTECTIVE CLOTHING

15:01 Council agrees that it will issue protective clothing as follows:

- (a) Council will provide distinctive uniforms to Stadium Personnel.
- (b) Rubber clothing, rubber boots and rubber gloves; employees shall be provided separate PPE (rubber clothing, rubber boots (shall be CSA approved) and rubber gloves) for working on sewer. The Employer shall replace protective clothing upon the employee showing defective clothing.
- \* (c) The Employer is prepared to provide a four hundred and fifty dollars (\$450.00) allowance per year for all full-time employees for the purchase of safety boots and coveralls. Temporary employees will be entitled to an allowance of two hundred and fifty dollars (\$250.00) for the same purpose. If a temporary employee is employed for more than six (6) months in a calendar year, the protective clothing allowance for that employee shall be two hundred and fifty dollars (\$250.00). After safety boots and coveralls have been purchased, any remaining allowance may be used by the employee to purchase other work-related clothing. This allowance to be paid on a separate cheque by January 30th of each year.
 

Employees in the Pool and Bowling Alley Area shall receive one hundred and seventy-five dollars (\$175.00) per year for full time and one hundred dollars (\$100.00) per year for part-time.
- (d) Safety helmets will be provided by Council.
- (e) Work gloves not to exceed four (4) pairs per year.
- (f) Council will, where necessary, provide protective eye covering to employees at no cost to the employee. These coverings to remain the property of the Town of Deer Lake.

Council reserves the right to determine what type and how much protective clothing will be issued and that all clothing supplied by Council be restricted to Town use and remain at the work depot except by permission of the Town Manager.

ARTICLE 16    LABOUR MANAGEMENT COMMITTEE

16:01            A Committee comprising of three (3) selected by the Union and two (2) selected by the Council will form the Labour Management Committee and the Town Manager will act as Secretary to the Committee and also be a member of said Committee.

The Committee shall have the right to discuss and determine any question, but shall not have the right to alter or amend this Collective Agreement or deal with any matter that is properly subject to the Grievance Procedure.

The Committee shall meet at least each month unless otherwise decided by the Committee and Minutes be kept of committee proceedings.

ARTICLE 17    HEALTH AND SAFETY

17:01            Every full time employee shall earn sick leave up to a maximum of three hundred (300) working days at the rate of one and one-half (1 ½) days for each completed month of service commencing from the date of employment.

17:02            An employee shall continue to accumulate sick leave in accordance with Clause 17:01 during any period where the total leave is less than three hundred (300) working days.

17:03            Sick leave with full pay in excess of two (2) consecutive working days or six (6) working days in the aggregate in any calendar year shall not be awarded to an employee unless he has submitted in respect thereof a medical certificate satisfactory to Council. Notwithstanding the foregoing, the Council may require a medical certificate for any period of illness.

17:04            Maternity Leave

(a)    The employee, at her option, may use sick leave for any illness that is a result of or may be associated with pregnancy.

(b)    The employee shall resume her former position and salary upon return from maternity leave with no loss of accrued benefits.

(c)    If an employee maintains coverage for medical, extended

health, dental or group life and pension, the Employer agrees to pay the Employer's share of these premiums.

- (d) An employee who is unable to return to work after the expiration of maternity leave may use any accumulative leave and then proceed on unpaid leave of absence for a period not to exceed three (3) months.

17:05 On the request of the Union, the Council shall make reasonable provisions for the safety and health of the employees during the hours of employment as shall be practicable and advisable in the opinion of the Council and the representatives of the Union.

17:06 An employee upon retirement, resignation or termination due to lack of work will receive pay at the regular rate of one-third (1/3) of the accumulated sick leave to his/her credit.

17:07 A letter shall be sent to each employee twice a year indicating how much unused sick leave he/she has accumulated.

#### ARTICLE 18 GRIEVANCE PROCEDURE

18:01 If a dispute or a grievance arises and if the dispute or grievance is brought forward by an employee or by the Union, such dispute or grievance will be dealt with and disposed of in the following manner:

- (a) Any employee having a grievance shall first take the matter up with his/her Supervisor or have his/her Shop Steward take the matter up for him/her. The grievance must be submitted within five (5) working days of his/her being aware of the grievance.
- (b) Failing satisfactory settlement of the grievance by the Supervisor within five (5) working days from the time it is submitted to him/her, the employee and the Steward concerned shall, within a period of five (5) working days, refer the matter to the Grievance Committee of the Union who are employees of the Council.
- (c) The Grievance Committee shall, within a further period of five (5) working days from the time the grievance is referred to them, take the matter up with the Council representatives.
- (d) Failing satisfactory settlement of the grievance within five (5) working days of the grievance being submitted to the Council representatives, the Committee shall within a further five (5)

working days submit the grievance in writing to the Council who will, at its next meeting, deal with the matter and the reply of Council to the grievance shall be in writing and be submitted to the Grievance Committee within five (5) working days of its meeting.

- 18:02 If no settlement is reached in accordance with the foregoing steps, the matter may be referred to arbitration. Such reference to arbitration to be made within sixty (60) calendar days from the receipt in writing of Council's decision.
- 18:03 It is understood and agreed that the Union shall have the right to originate a grievance on behalf of any employee or group of employees within the bargaining unit or on behalf of the Union as a whole. A grievance on behalf of the Union as a whole may be referred to the Council representative in the first instance but all other grievances shall follow the regular Grievance Procedure.
- 18:04 The periods as outlined above may be extended by mutual consent between the Union and the Council.

#### ARTICLE 19 ARBITRATION

- 19:01 Subject to Article 18 and for the purpose of final settlement of any difference, dispute or grievance between the Council and the Union or its members employed by the Council as to the meaning, application or violation of any of the provisions of this Agreement, the following provisions and procedures shall be followed by the parties to this Agreement.
- 19:02 Either of the parties may notify the other of its desire to submit the difference, dispute or grievance to arbitration and the notice shall contain the name of the first appointee to the Arbitration Board. The recipient of the notice shall, within five (5) working days, advise the other party of the name of its appointee to the Board. The two (2) appointed or selected shall, within a further five (5) working days of the appointment of the second of them, appoint a third person who shall be Chairperson of the Arbitration Board. If the recipient of the notice fails to appoint an Arbitrator or if the two (2) appointees fail to agree on a Chairperson within the time limits, the appointment or appointments shall be made by the Minister of Employment and Labour Relations of Newfoundland and Labrador upon the request of either party and such appointment or appointments will be accepted by both parties. No official, agent or member of the Council or the Union shall be appointed as a member of the Board.
- 19:03 The Arbitration Board shall hear and determine the difference, dispute or grievance and shall make a decision thereon in writing

within thirty (30) calendar days of the appointment of the Chairperson, or within such extended period upon which the Council and Union may agree.

- 19:04 The decision of the majority shall be the decision of the Board and shall be final and binding upon the parties and upon any employee affected by it, but if there is no majority, the decision of the Chairperson shall govern and will be binding upon those affected by it.
- 19:05 The Board of Arbitration shall not have the power to alter or amend any of the provisions of this Agreement or to substitute any new provisions for any existing provision nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 19:06 An Arbitration Board may not alter, modify or amend any provision of this Agreement, but shall have the power to set aside a decision of the Employer and to modify a disciplinary measure imposed by the Employer.
- 19:07 Each of the parties to this Agreement shall bear the expenses of the Arbitrator appointed by it, or for it, by the Minister of Employment and Labour Relations and the parties will jointly and equally bear the expenses, if any, of the Chairperson.

## ARTICLE 20 TRANSPORTATION

- 20:01 Employees required to work outside of the Central Depot who normally return for lunch to the Depot shall be provided with transportation to and from the Depot at the start and end of the lunch period and at the start and end of each work shift.
- Subject to Article 6, Clause 6:01, transportation shall be arranged as the employees arrive at the Depot at 12:00 noon and depart the Depot at 12:30 p.m.
- 20:02 When an employee is required to work outside his/her normal Depot, transportation will be provided by the Town.
- 20:03 In cases where the employee is required to use his/her own vehicle for such transportation, he/she will be paid at prevailing Government rates.
- 20:04 For the purpose of Stadium employees who normally carry out work at the Sports Field from July 1 to August 20, their Depot would remain at the Stadium. Any transportation required for locations other than the Stadium will be provided by the Town.



20:05 Employees shall receive at least three (3) days' notice as to where his/her Depot or main location of work will be.

20:06 Transportation of any tools, equipment, etc., will be the responsibility of the Town.

#### ARTICLE 21 EMPLOYEE'S RECORD

21:01 An employee's record shall, at all reasonable times, be available for his/her inspection and with the employee's permission available to the Union.

21:02 Any offense is to become a part of an employee's record shall be in writing with a copy to the employee concerned and to the Union.

21:03 Any offense which has become a part of an employee's record will be removed from his/her record when twelve (12) months have elapsed providing no recurrence of the same offense has occurred in that period of time.

21:04 An employee may be notified, in writing, of any expression of dissatisfaction concerning his/her work.

21:05 If an employee is not notified, in writing, of any expression of dissatisfaction concerning his/her work within fifteen (15) working days of the event of any such complaint such expression shall not become a part of his/her record for use against him at any time.

#### ARTICLE 22 SUSPENSION AND DISCHARGE

22:01 Whenever the Council or Council representative deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of any act complained of, or omission referred to or that dismissal may follow if such employee fails to bring his/her work up to the required standard by a given date, the Council or Council representative shall, within five (5) days thereafter, give written particulars of such censure to the employee concerned and to the Union. Should the employee or the Union feel that the censure or warning is unwarranted, the matter may be taken up as a grievance and if it is decided that the warning was not deserved, it shall be withdrawn and not go on his/her record.

22:02 An employee may be discharged but only for just cause and only upon the authority of Council. The Council representative may suspend an employee and shall, within five (5) working days, report

such action to Council. When an employee is suspended, he/she shall be given the reason for such suspension by the Council representative in the presence of the Union representative.

- 22:03 When an employee is dismissed, such employee and the Union shall be notified promptly, in writing, by the Council of the reason for such dismissal.
- 22:04 An employee considered by the Union to be wrongfully discharged shall be entitled to a hearing under the Grievance Procedure.
- 22:05 Should it be found, upon investigation, that an employee has been unjustly suspended or discharged, such employee shall be immediately re-instated in his/her former position without loss of seniority and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to a Board.

#### ARTICLE 23 GENERAL

- 23:01 Job descriptions of classifications at the Stadium will be provided for:
- (a) Chief Operator
  - (b) Operators
  - (c) Stadium Attendants.
- 23:02 Extra help will be provided when hockey games or other special events are in progress.
- 23:03 Operators shall not be responsible for any major repairs on machinery. Major repairs shall not include the following:
- (a) installing tire chains;
  - (b) replacing tires on tandem trucks and smaller equipment;
  - (c) greasing equipment;
  - (d) replacing head lamps, signal & tail light bulbs, etc;
  - (e) installing wings, ploughs, buckets, etc;
  - (f) any work currently being performed by employees on equipment.
- 23:04 Tires shall not be repaired at the Town Depot unless proper equipment is installed.



23:05      Shift Premium

All employees working between the hours of 4:00 p.m. and 12:00 a.m. shall receive one dollar and forty cents (\$1.40) per hour and between 12:00 a.m. and 8:00 a.m. shall receive one dollar and forty cents (\$1.40) per hour for all hours worked or any portion thereof.

Employees on a regular shift of Monday to Friday, 8:00 a.m. to 5:00 p.m., will not be compensated for shift premium during their regular scheduled hours of work.

23:06      Except in cases of emergency, no work shall be performed after 6:00 p.m. on the date of the Union meeting published on bulletin boards and by contacting the Town Manager's Office one (1) week in advance of such meeting.

23:07      An employee shall not be required or permitted to work alone at any time under hazardous conditions. However, the Town will not be responsible if an employee performs such work contrary to the Supervisor's orders or without the Supervisor's knowledge of such work or conditions.

23:08      The Town and the Union agree to go to a direct deposit system based on a pay period each two (2) weeks. Cheques will be deposited in the bank at 12:01 a.m. on the second Thursday, on a bi-weekly basis.

23:09      All employees shall be permitted five (5) minutes prior to the lunch hour and five (5) minutes prior to completion of the shift for the purpose of wash-up.

23:10      Each employee shall be entitled to a ten (10) minute break during the first and second half of his/her regular day or shift. Such break to be taken at the work location.

23:11      When an employee's regularly scheduled shift is changed to a new regularly scheduled shift, he/she shall be given twenty-four (24) hours' notice of the change. This shall not include a temporary shift change to cover sickness or injury.

23:12      The Employer agrees that it will employ a minimum of three (3) employees when involved in the installation of water and sewer except in the case of an emergency or when insufficient employees are not readily available.

23:13      For the purposes of this Article the following meanings shall apply:  
(a) "Twenty-four (24) hours" shall mean a twenty-four (24) hour consecutive period prior to any change.

- (b) "Shift Change" shall mean a directive or order issued by a managerial employee requiring an employee to work a different consecutive eight (8) hour period than that which is already scheduled.
- (c) "Change of Depot" shall mean a requirement or directive from a managerial employee to report to and work from a different location than that normally required (e.g. - stadium to town depot).
- (d) "Hour" shall mean a consecutive period of sixty (60) minutes.
- (e) "Call Out" shall mean a directive or requirement by a managerial employee to a bargaining unit employee to report for work at a time other than that originally scheduled or after the employee has completed the assigned work schedule on a daily or weekly basis.

23:14 All Job Descriptions of classifications of employees working with the Town of Deer lake shall be reviewed and updated within sixty (60) days of the signing of this Agreement.

ARTICLE 24 LAYOFFS AND RECALLS

24:01 (a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority by Department and shall be recalled in the inverse order of their seniority by Department, provided they are qualified to do the work required. Seniority for the purpose of this Clause shall be on a bargaining unit wide basis.

(b) There shall be two (2) Distinct Departments, as follows:

- (i) Public Works - Includes Stadium
- (ii) Recreation - Includes Bowling Alley & Aquatic Center.

24:02 Temporary, part-time, and seasonal employees shall receive (2) weeks' notice of layoff. For the purposes of the notice in this instance, the weeks shall be in working days.

Notwithstanding the foregoing, temporary employees shall not be recalled for less than five (5) working days except where there is evident danger to the public, and/or potential damage to the public or private property, then an employee can be recalled for shorter periods as required.

This Clause shall not be used for the sole purpose of eliminating overtime opportunities.

24:03 The Employer shall give thirty (30) days' notice in writing before terminating the employment of a permanent employee, unless the termination is for just cause.

24:04 Temporary employees shall be recalled in order of seniority, providing those temporary employees being recalled are qualified to do the work required.

ARTICLE 25 STANDBY

25:01 Each employee shall receive six (6) hours' pay for each twelve (12) hour period while on standby during Christmas and New Year's leave. Pay to be at the regular rate and the employee to be notified in writing of the standby period.

ARTICLE 26 SEVERANCE PAY

26:01 All employees with a minimum of eight (8) years of service with the Town of Deer Lake will be entitled to receive severance pay when laid off, retired, retired with a disability or resignation. Employees entitled to severance pay shall be paid one (1) week's pay for each year of service based on the rate in effect at the time of layoff, retirement, retirement with a disability or resignation to a maximum of twenty-one thousand dollars (\$21,000).

Severance pay shall be payable only once for any given period of service. An employee laid off, retired, retired on disability or resignation who receives severance pay and is later recalled or rehired shall not receive severance pay for prior services. Future severance pay and years of service shall be calculated from the date of recall or rehire and not the original date of hire. When severance pay is paid to an employee that employee must work the qualifying period of eight (8) years from date of recall or rehire to become eligible for severance pay again.

ARTICLE 27 PERSONAL LOSS

27:01 The Employer will provide insurance protection for tools up to a maximum of ten thousand dollars (\$10,000). Employees will be responsible for supplying a list of tools.

27:02 Personal Loss

- (a) Subject to Clause 27:02 (b), where an employee in the performance of their duty suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered, subject to a maximum of two hundred and twenty-five dollars (\$225.00), excluding cell phones, wallets, electrical equipment and sun glasses other than prescription lens.
- (b) All incidents of loss suffered by an employee shall be reported in writing by the employee within two (2) days of the incident to the permanent head or his designated representative.

27:03 \* The Employer shall pay three hundred dollars (\$300) once every two (2) years for prescription safety eyeglasses with side shields and shatter proof glass for employees required to wear such safety glasses. The bill will be submitted to the town for payment.

27:04 \* The Employer agrees to pay trades persons a tool allowance of two hundred and fifty dollars (\$250) on January 1 of each year.

ARTICLE 28 CONTRACTING OUT

28:01 Work contracted out will be done in such manner that it will cause no loss of employment or benefits to bargaining unit employees. Temporary employees already working shall not be laid off as a result of contracting out, but temporary employees on layoff shall not be recalled as a result of contracting out of work.

28:02 The Employer will give the Union five (5) calendar day's notice of its intention to contract out work.

ARTICLE 29 STRIKES AND LOCKOUTS

29:01 The Union agrees that during the life of this Agreement there shall be no strikes, slowdowns or stoppage of work. The Employer agrees that there shall be no lockouts during the life of this Agreement.

ARTICLE 30 FAMILY AND EMERGENCY LEAVE

- 30:01 An employee who is required to:
- (a) attend to the temporary care of a sick family member;
  - (b) accompany a dependent family member on a dental or medical appointment;
  - (c) attend meetings with school authorities;
  - (d) attend to the needs related to home or family emergencies shall be awarded three (3) days' paid family and/or home emergency leave in a calendar year.

ARTICLE 31 SPECIAL LEAVE

31:01 With the prior approval of the Employer, special leave may be awarded to an employee to enable him/her to participate in courses of training, either within or outside the Province. The duration of and the rate of pay for special leave shall be subject to such terms and conditions as the Employer may see fit to prescribe.

ARTICLE 32 CORRESPONDENCE

32:01 All correspondence between the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Town Manager and the Secretary of the Local, the President of the Union and any full time representative of the Union.

ARTICLE 33 AMENDMENTS

33:01 The terms of this Agreement may be amended at any time at any meeting of the parties hereto on such terms as shall be approved and agreed upon by the parties hereto.

ARTICLE 34 ENFORCEMENT AND DURATION

34:01 The Union and Council undertake performance of the terms of the Agreement and hereby agree that all terms of this Agreement shall be fully performed and carried out by the Union and the Council and that the Union and the Council will enforce, as far as possible, all decisions agreed upon by the Union and Council, as well as all decisions of an Arbitration Board appointed under this Agreement.

34:02 \* This Agreement shall be deemed to have become effective January 1, 2023 and shall remain in force and effect until December 31, 2026, and from year to year thereafter, unless notice of termination in writing is given by either party not more than ninety (90) days prior to termination in any year and negotiations shall commence within twenty (20) days of such written notice.

ARTICLE 35 JOB SECURITY

35:01 The Council agrees to maintain twelve (12) permanent positions with the Town unless circumstances beyond its control necessitates such lay of: (e.g. - equipment malfunction at the Stadium that prevents use of the facility, loss of Public Works Department and equipment, etc.)

**MEMORANDUM OF UNDERSTANDING**

**RE: Winter Weekend Schedule - Snow Removal**

On an experimental basis a winter weekend schedule may be implemented for the purpose of snow removal. During this time Snow Clearing Operators shall be paid:

A Saturday and Sunday differential of three dollars (\$3.00) per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 0400 hours Monday.

If an employee qualifies for shift premium under clause 23:05 above, he/she shall receive both.

SIGNED ON BEHALF OF  
NEWFOUNDLAND & LABRADOR  
ASSOCIATION OF PUBLIC &  
PRIVATE EMPLOYEES

SIGNED ON BEHALF OF  
TOWN OF DEER LAKE

  
\_\_\_\_\_  
Andy Parsons  
EMPLOYEE RELATIONS OFFICER

  
\_\_\_\_\_  
Maxine Hayden  
TOWN MANAGER

**MEMORANDUM OF UNDERSTANDING**

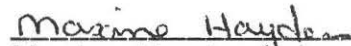
**RE: Volunteer Groups**

The parties agree to remove the obligation to hire unionized staff members during various events organized by volunteer groups such as Strawberry Festival, Community Activities, Winterfest and Deer lake 67.

SIGNED ON BEHALF OF  
NEWFOUNDLAND & LABRADOR  
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TOWN OF DEER LAKE

  
\_\_\_\_\_  
Andy Parsons  
EMPLOYEE RELATIONS OFFICER

  
\_\_\_\_\_  
Maxine Hayden  
TOWN MANAGER



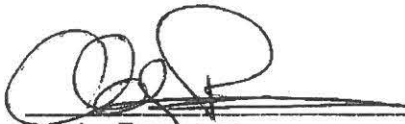
**MEMORANDUM OF UNDERSTANDING**

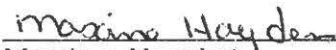
**RE: Vehicle Operations**

All employees will be permitted to operate equipment with Class 5 License with the exception of the back hoe which will solely be the responsibility of the operators.

SIGNED ON BEHALF OF  
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PRIVATE EMPLOYEES

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TOWN OF DEER LAKE

  
\_\_\_\_\_  
Andy Parsons  
EMPLOYEE RELATIONS OFFICER


  
\_\_\_\_\_  
Maxine Hayden  
TOWN MANAGER

**MEMORANDUM OF UNDERSTANDING**

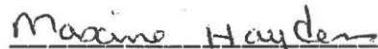
**RE: Seasonal Employees**

It is the Union's interpretation that the Town of Deer Lake is under no obligation to hire staff under the classification of seasonal employee. All new hires will be hired under one of the following classification: permanent or temporary.

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ASSOCIATION OF PUBLIC &  
PRIVATE EMPLOYEES

  
\_\_\_\_\_  
Andy Parsons  
EMPLOYEE RELATIONS OFFICER

SIGNED ON BEHALF OF  
TOWN OF DEER LAKE

  
\_\_\_\_\_  
Maxine Hayden  
TOWN MANAGER

\*

**LETTER OF UNDERSTANDING****RE: Rubber Clothing/Boots/Rubber Gloves**

This is to confirm of an agreement during contract negotiations that within ninety (90) days of signing the Collective Agreement, the Union and the Employer will set up a Committee consisting of two (2) Union members, two (2) Counsellors and one (1) Manager to discuss the implementation of waterproof clothing, footwear and gloves. The Committee will discuss, but is not limited to the following: quality, material, vendors and price of items purchased by the Employer in the performance of their various assigned duties.

Approved Committee Minutes will be made available upon request.

SIGNED ON BEHALF OF  
NEWFOUNDLAND & LABRADOR  
ASSOCIATION OF PUBLIC &  
PRIVATE EMPLOYEES



Andy Parsons  
EMPLOYEE RELATIONS OFFICER

SIGNED ON BEHALF OF  
TOWN OF DEER LAKE



Maxine Hayden  
TOWN MANAGER


**LETTER OF UNDERSTANDING**

**RE: Pensions**

This is to confirm the commitment during contract negotiations that within ninety (90) days of signing the Collective Agreement, the Union and the Employer will set up a Committee consisting of two (2) Union members, two (2) Counsellors and one (1) Manager to discuss evaluating the current service provider for the Pension Plan (RRSP) to determine options of a new provider to administer the Plan in place. The Committee will bring back options to the Bargaining Unit to vote on these options before changes are made.

SIGNED ON BEHALF OF  
NEWFOUNDLAND & LABRADOR  
ASSOCIATION OF PUBLIC &  
PRIVATE EMPLOYEES

SIGNED ON BEHALF OF  
TOWN OF DEER LAKE

  
\_\_\_\_\_  
Andy Parsons  
EMPLOYEE RELATIONS OFFICER

  
\_\_\_\_\_  
Maxine Hayden  
TOWN MANAGER

\*

**LETTER OF UNDERSTANDING**

**RE: Clothing Allowance - Bowling Alley**

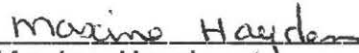
This is to confirm of an agreement during contract negotiations that the Employer will maintain clothing allowance for the following staff: Eva Osmond shall receive one hundred and fifty dollars (\$150.00) per year and Collette Carol and Shane Yetman shall receive one hundred dollars (\$100.00) per year while they maintain their position at the Bowling Alley Area and within the Bargaining Unit.

SIGNED ON BEHALF OF  
NEWFOUNDLAND & LABRADOR  
ASSOCIATION OF PUBLIC &  
PRIVATE EMPLOYEES

SIGNED ON BEHALF OF  
TOWN OF DEER LAKE



Andy Parsons  
EMPLOYEE RELATIONS OFFICER



Maxine Hayden  
TOWN MANAGER

**LETTER OF UNDERSTANDING**

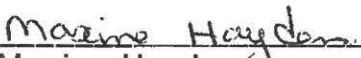
**RE: Full Time Life Guard Position**

This is to confirm of an agreement during contract negotiations that within ninety (90) days of signing the Collective Agreement, the Employer will review the full time Life Guard position with a focus on job duties, hours of work and wages.

SIGNED ON BEHALF OF  
NEWFOUNDLAND & LABRADOR  
ASSOCIATION OF PUBLIC &  
PRIVATE EMPLOYEES

SIGNED ON BEHALF OF  
TOWN OF DEER LAKE

  
\_\_\_\_\_  
Andy Parsons  
EMPLOYEE RELATIONS OFFICER

  
\_\_\_\_\_  
Maxine Hayden  
TOWN MANAGER


\*

**MEMORANDUM OF UNDERSTANDING**

**RE: Annex**

The Employer recognizes the Union as the sole bargaining and exclusive bargaining agent. Work that is currently performed by bargaining unit members in the existing structures shall also be performed by bargaining unit members in the new structure. A meeting will be arranged with the Union President prior to the official opening of the new facility to discuss labour requirement for the new structure.

SIGNED ON BEHALF OF  
NEWFOUNDLAND & LABRADOR  
ASSOCIATION OF PUBLIC &  
PRIVATE EMPLOYEES

  
\_\_\_\_\_  
Andy Parsons  
EMPLOYEE RELATIONS OFFICER

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Maxine Hayden  
TOWN MANAGER

**MEMORANDUM OF UNDERSTANDING**

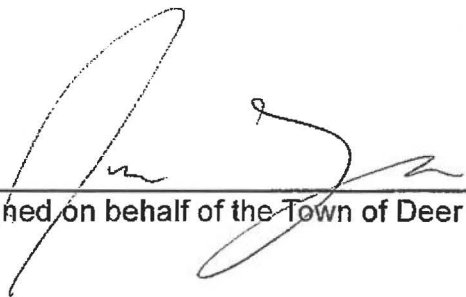
**Re: Custodian/Front Desk Attendant Position**

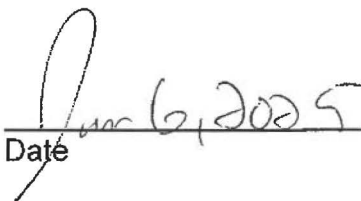
In accordance with Schedule A, the Employer and the Union have agreed to create a new classification called Custodian/Front Desk Attendant for the Recreation Centre. The salary scale for the new position shall be as listed below.

Classification	Dec 23, 2024	Jan 1, 2025	Jan 1, 2026
Custodian/Front Desk Attendant	\$17.67	\$18.02	\$18.38

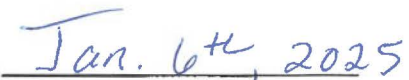
As per Article 4:01, dues shall be collected and submitted to the Union, when position is occupied, on the effective date of signing this Memorandum of Understanding.

This agreement settles this matter and is subsequently entered into the Town of Deer Lake Collective Agreement.

  
\_\_\_\_\_  
Signed on behalf of the Town of Deer Lake

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signed on behalf of the Newfoundland and Labrador Association of Public and Private Employees

  
\_\_\_\_\_  
Date



\*

**Schedule "A"**

Increase all classification as follows:

January 1, 2023 - 2.5%  
 January 1, 2024 - 3.5%  
 January 1, 2025 - 2.0%  
 January 1, 2026 - 2.0%

Recognition Bonus of three hundred dollars (\$300.00) to be paid to all employees.

**Rate of Pay Effective:**

<b>Classification</b>	<b>Jan. 01/23</b>	<b>Jan. 01/24</b>	<b>Jan. 01/25</b>	<b>Jan. 01/26</b>
Grader Operator	\$30.71	\$31.78	\$32.42	\$33.07
Loader, Backhoe Operator	\$29.33	\$30.36	\$30.97	\$31.59
Truck Driver	\$29.33	\$30.36	\$30.97	\$31.59
Labourer	\$29.30	\$30.33	\$30.94	\$31.56
Stadium Operator	\$30.02	\$31.07	\$31.69	\$32.32
Stadium Attendant	\$28.25	\$29.24	\$29.82	\$30.42
Chief Operator Leadhand	\$31.40	\$32.50	\$33.15	\$33.81
Labourer Leadhand	\$28.90	\$29.91	\$30.51	\$31.12
Ticket Seller	\$26.19	\$27.11	\$27.65	\$28.20
Ticket Taker	\$24.07	\$24.91	\$25.41	\$25.92
Mechanic	\$31.07	\$32.16	\$32.80	\$33.46
Mechanic II	\$38.25	\$39.59	\$40.38	\$41.19
Electrician/Labourer	\$31.07	\$32.16	\$32.80	\$33.46
Labourer/Water Operator	\$29.33	\$30.36	\$30.97	\$31.59
Pool Operator	\$19.82	\$20.51	\$20.92	\$21.34
Life Guard/Instructor	\$17.07	\$17.67	\$18.02	\$18.38
Bowling Alley Lead Hand	\$19.82	\$20.51	\$20.92	\$21.34
Bowling Alley Attendant	\$17.07	\$17.67	\$18.02	\$18.38

\*

**APPRENTICE RATES**

The Apprentice rates shall be revised as follows, subject to the successful completion of regular examination:

- (a) In the first year of employment, after completion of pre-apprenticeship training, seventy percent (70%) of the first step of the Journeyman rate.
- (b) In the second year of employment, eighty percent (80%) of the first step of the Journeyman rate.
- (c) In the third year of employment, ninety percent (90%) of the first step of the Journeyman rate.
- (d) At the end of the apprenticeship program, an apprentice shall be paid at the first step of the Journeyman rate.

In the event that regular examinations are impossible to take at the normally scheduled time due to insufficient facilities at the trade schools, the rates shall be retroactive to the normally scheduled date, provided that when the examination is actually taken, it is successfully completed and provided that the appropriate number of hours have been worked.

NOTE: All employees will be paid ninety percent (90%) of their Classification rate during their probationary period.

Students

The Employer has the right to hire students to do the following work:

Recreation Programs  
Administration Support  
Beautification Projects

Should students be required for other work the Employer will seek the support from the Union.

NOTE: Handyman - Persons in this position will receive one dollar (\$1.00) over and above regular rates of pay. A list of such work is:

- (1) Major Carpentry Work
- (2) Survey Level Work

SIGNED this 21 day of April, 2023.

IN WITNESS WHEREOF the parties hereto have hereunto their hand and seals subscribed and set the day and year first before written.

ON BEHALF OF THE TOWN OF DEER LAKE:

Mika [Signature] (Mayor)

Maxine Hayden Town Manager

Hillary Hoyle (NAPE)

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CHRISTA JONES  
A Commissioner for Oaths  
in and for the Province of  
Newfoundland and Labrador.  
My commission expires on December 31, 2027

Christa Jones  
WITNESS

ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF  
PUBLIC AND PRIVATE EMPLOYEES:

[Signature]

[Signature]

[Signature]

[Signature]

Christa Jones  
WITNESS

CHRISTA JONES  
A Commissioner for Oaths  
in and for the Province of  
Newfoundland and Labrador.  
My commission expires on December 31, 2027