

# Collective Agreement

Between

**Town of Victoria  
(herein referred to as the council)**



and

**Transport & Allied Workers Union,  
Local 855 affiliated with the  
International Brotherhood of Teamsters,  
Chauffeurs, Warehousemen and Helpers of America  
(herein referred to as the union)**



**Effective Date: January 1, 2025  
Expiration Date: December 31, 2029**

*Handwritten initials in blue ink, possibly "A.S." and "R.P."*

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*D.S.  
RD*

## **ARTICLE 1 - PURPOSE**

The purpose of this agreement is to set forth certain terms and conditions of employment relating to remunerations, hours of work, employee benefits and general working conditions affecting all employees coming within the scope of this agreement.

## **ARTICLE 2 - RECOGNITION**

The Council recognized the Union as the sole and exclusive bargaining agent for all employees in accordance with the certification order issued by the Newfoundland and Labrador Labour Relations Board on the 11<sup>th</sup> day of March 1981 which includes all employees save and except the town clerk, non-working foreperson and those above the rank of non-working foreperson.

## **ARTICLE 3 - UNION SECURITY**

The Council agrees that as a condition of employment or continued employment of its employees in the bargaining unit, to deduct from each employee's wages an amount equal to the current initiation fees and/or monthly dues of the Union and remit the amount so deducted from the employee's earnings, together with a list of such employees to the financial secretary of the Union, not later than the fifteenth (15<sup>th</sup>) day of the following month.

Providing that at that time of such deduction there is in the possession of the Council a written assignment executed by the assignee authorizing such deduction by the Council.

The Union agrees to indemnify and save the Council harmless against any claim or liability arising out of or resulting from the operation of this article.

## **ARTICLE 4 - SHOP COMMITTEE**

The Council acknowledges the right of the Union to appoint shop stewards and a shop committee. The Union will inform the Council in writing of the names of the stewards and any subsequent change therein. The Council shall not be asked to recognize any steward until such notification has been received from the Union. Stewards shall be employees with One (1) or more years of service.

## **ARTICLE 5 - GRIEVANCE PROCEDURE AND ARBITRATION**

In this article, a grievance is defined as a dispute concerning the interpretation, application or alleged violation of any clause of this agreement.

If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the grievance procedure and determined, if necessary, by arbitration.

Both parties agree to make every effort to settle such grievances properly through the following steps.

There shall be no stoppage or suspension of work because of such grievance.

**Step 1** An employee shall first discuss their grievance with their immediate supervisor within Three (3) days of the matter giving rise to the grievance. At this step the employee may be accompanied by a shop steward if they so desire. The supervisor shall reply within a further Three (3) days.

**STEP 2** Failing a settlement at Step 1, within further Three (3) days the grievance shall be submitted in writing to Council stating the facts giving rise to the grievance and what articles of the agreement have been violated and the contention of the employee and the Union with respect to these articles and what solution to the grievance is requested.

Within a further Five (5) days, if no satisfactory settlement is reached, the matter shall be advanced to the third step of the grievance procedure.

**STEP 3** Within a further Ten (10) days a meeting shall be arranged between Council representatives and the shop committee and a provincial Union representative.

If no settlement is reached, then the matter shall be submitted to arbitration or abandoned.

The grievance procedure may be utilized by the Council or by the Union in processing a grievance.

Failing settlement of the grievance at Step 3, either party may submit the matter in dispute to arbitration, which submission must be in Five (5) days of the receipt of the reply at Step 3.

The notice of Intention to arbitrate shall state the matter at issue and shall state in what respect the agreement has been violated or misinterpreted and the nature of the relief or remedy sought.

The party giving notice of the Intention to arbitrate shall at the same time name its nominee to the arbitration board.

The party to whom the notice is given shall within Five (5) days after receiving the notice name the person whom it nominates to be arbitrator and the Two (2) nominees named in accordance with this provision shall within Five (5) days after the appointment of the second should agree on a third person to be appointed chairperson of the arbitration board.

If the party to whom the notice is given fails to name an arbitrator within the period of Five (5) days after receiving the notice or if the Two (2) arbitrators named by the parties fail to agree upon a chairperson within Five (5) days after the naming of the second arbitrator the Minister of Labour shall, on the request of either party, name an arbitrator or shall appoint a chairperson as the case may be.

An arbitration board shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provision or to give any decision inconsistent with the terms of the provisions of this agreement.

Council shall not be required to pay back wages more than Five (5) days prior to the date of filing any grievance.

The fees and expense of the chairman of an arbitration board or sole arbitrator shall be borne equally by the Council and the Union.

The decision of the arbitration board or arbitrator shall be final and binding.

An arbitration board may not later, modify or amend any provisions 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.

Any grievance which arose prior to the effective day of this agreement shall not be processed.

Any grievance not advanced to the next step by the Union, within the time limit in that step shall be deemed resolved by the Council's answer at the preceding step.

CJ  
RP

## **ARTICLE 6 - NO STRIKES OR LOCKOUTS**

During the present agreement or any renewal thereof, there shall be no strike, no partial or total stoppage of work nor any form of slowdown on the part of the employees, nor shall there be any picketing whatsoever relating to the Council.

During the present agreement there shall be no lockout by the Council.

Employees shall not be required to cross a picket line, however, in the event of an emergency and/or in the case of necessary maintenance both of which shall be determined by the Council, the Union agrees to supply the personal required to do the jobs when requested by the Council.

## **ARTICLE 7 - MANAGEMENT RIGHTS**

The Council acknowledges and agrees that it is the exclusive function of the Council to:

- a. Maintain order, discipline and efficiency.
- b. Consistent with the provisions of this agreement, to make and alter from time to time, or at any time, rules and regulations to be served and otherwise to take such measures as Council may determine to be necessary for the orderly and economical operation of the Council's business.
- c. Generally to manage the business or businesses in which the Council is engaged and without restricting the generality of the foregoing, to determine the number and location of its business outlets, services to be rendered, the methods of operating, schedules of production of services, kinds and locations of machines and tools and equipment to be used, the process of assembling or repairing, the engineering and designing of its products or services and the control of material and parts to be used and otherwise to take such measures as Council may determine to be necessary for the orderly and economical operation of the Council's business.

## **ARTICLE 8 - DISCIPLINE**

The Council retains the right to discipline employees for just cause.

The Council shall post in a conspicuous place a list of rules and regulations governing working conditions which list is to be taken as forming part and parcel of this agreement.

## **ARTICLE 9 - SENIORITY**

Seniority shall be based on length of continuous service with the Council and applied on the basis of classification within the bargaining unit.

The Council shall post a seniority list with respect to members of the bargaining unit within Thirty (30) days of the signing of this agreement and each year thereafter members of the bargaining unit shall have the right to protest any errors on the seniority list within the period of Thirty (30) days following posting. Any dispute concerning the seniority list will be subject to the grievance procedure.

Members of the bargaining unit who are promoted to supervisory positions not subject to this agreement, shall retain their seniority after promotion or transfer for the period of Twelve (12) months and shall be entitled to return to their former positions within the period.

The right to transfer any employee to another department is reserved by the Council, the employees concern will not have their seniority impaired as a result of such transfer.

In the event of a reduction of the work force, the Council will apply the principle of last on - first off and following a layoff, rehiring shall be executed on the principal of last off - first on.

An employee shall be terminated, lose all seniority status and his/her name shall be removed from the seniority list for the following reasons:

- a. If they voluntarily quit their job.
- b. If they are dismissed for just cause.
- c. If they fail to report for duty when recalled after a lay-off or at any time following unauthorized absence from work, unless satisfactory explanation is given to Council (Report means Two (2) days).

- d. If they are on layoff or an authorized leave of absence from work for sickness or accident for a period exceeding Twelve (12) months, unless otherwise agreed to specifically by the Council. In the case of current bargaining unit employees', the period shall not exceed Twenty-Four (24) months.

In making promotions, demotions, filling vacancies, layoff and rehiring, ability and qualifications shall be the governing factors, where these Two (2) factors are equal, seniority shall govern.

An employee's seniority status may be changed by arbitration under the provisions of this collective agreement. All job openings will be posted on bulletin boards by the Council.

It is understood that employees hired for short term work projects (less than Four (4) months) will not be subject to seniority.

#### **ARTICLE 10 - BULLETIN BOARDS**

A bulletin board shall be erected by the Council in the town hall for the convenience of both the Union and the Council for the purpose of posting notices of interest.

#### **ARTICLE 11 - PROBATIONARY EMPLOYEES**

An employee will acquire seniority after they have worked for a total period of Six (6) consecutive working months, and the employee has successfully performed all duties within their job description.

Such seniority will date from the first day that an employee has actually commenced work for the employer and will accumulate thereafter.

During the probationary period such an employee shall be paid at a rate of Twenty-Five cents (\$0.25) per hour lower than the regular rate for their classification.

CS  
RP

**ARTICLE 12 - INSTRUCTION**

The Council may require an employee to instruct any other employee whom the Council may designate in the operation of any machine or equipment, and such employee shall carry out the Council's instructions.

**ARTICLE 13 - CLASSIFICATION AND RATES OF PAY**

Employees to whom this agreement applied shall be classified as set forth in the wage schedule hereto annexed and marked Schedule A which shall form part of this agreement.

The wages shall be paid on the hours worked by the said employees as herein set forth.

Where a new classification is necessary, the rate and qualifications will be negotiated with the Union and when a higher rate is agreed upon, it shall be retroactive to the date of the new classification was implemented.

**ARTICLE 14 - TEMPORARY CLASSIFICATION**

Where an employee is required to perform temporarily any work in a classification for which a lower rate than their own is paid, they shall continue to be paid their regular rate of pay, and if any employee is required to perform temporarily any work in a classification paying a higher rate than their own, they shall be paid such higher rate of pay but only during the continuance of such temporary employment.

**ARTICLE 15 - CLOTHING**

All employees working under hazardous conditions or exposed to inclement weather will receive an allowance towards the purchase of protective clothing as follows:

Clothing Allowances	
January 1 <sup>st</sup> , 2025	\$650.00
January 1 <sup>st</sup> , 2026	\$675.00
January 1 <sup>st</sup> , 2027	\$700.00
January 1 <sup>st</sup> , 2028	\$725.00
January 1 <sup>st</sup> , 2029	\$750.00

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RP

The allowance will be the total amount with all appropriate deductions taken out and paid on or before May 1<sup>st</sup> of each year.

It is understood that part time employees, who work less than Six (6) months in the previous calendar year, shall have their allowance pro-rated.

In addition, Council shall provide the following list of protective items, such items must be worn when necessary (rubber boots, safety vest, hard hats, liners, safety glasses and rain gear).

#### **ARTICLE 16 - BEREAVEMENT LEAVE**

An employee may request bereavement leave and will be granted time off with pay, not to exceed the following consecutive calendar days to enable them to look after funeral arrangements and to attend the funeral.

Bereavement Leave Chart	
Spouse, child, stepchild or parents	5 working days
Sister, brother, grandparents, stepbrother, stepsister, mother or father-in-law, grandchild	3 working days
Brother-in-law or sister-in-law, aunts, uncle, nieces and nephews	1 working day

The days of such leave for which the employee will receive pay will be limited to those days on which an employee is scheduled to work and pay for such days will be limited to an amount equivalent to Eight (8) hours at the employees' regular rate of pay.

Prior authority for such leave must be obtained from the employer.

In the event of a death in the immediate family of an employee, that is spouse, father, mother, child, while the employee is on annual vacation, they will have a day(s) reinstated, (maximum of Three (3) days), at the regular hourly rate to their annual vacation entitlement, for each day that the bereavement period encompassed normally scheduled work days.

#### **ARTICLE 17 - PUBLIC HOLIDAYS**

The following public holidays will be observed, and holiday pay will be paid if there is not work performed on these days.

C.S.  
RA

If there is any work performed on these days, it will be paid at the rate of time and one-half (x1.5) in addition to holiday pay.  
To qualify for the paid holiday an employee must work the day before the holiday and the day after the holiday.

For purposes of the holiday schedule, One (1) year service means Six (6) months plus Ninety percent (90%) of the time after the Six (6) month period which the employee is required to work.

For all employees who have passed the probationary period, the following holidays will be observed:

Public Holiday Schedule	
New Year's Day	Orangeman's Day
Good Friday	Civic Holiday
Commonwealth Day	Labour Day
St. George's Day	Thanksgiving Day
Victoria Day	Armistice Day
Discovery Day	Christmas Day
Canada/Memorial Day	Boxing Day

Plus One (1) floating holiday to be given at a time acceptable to the employee.

## **ARTICLE 18 - VACATIONS**

### **One Year Continuous Service**

For the purpose of this article, a year of continuous service means that the employee must have worked a minimum of Six (6) months plus Ninety percent (90%) of the required time after the Six (6) month period.

### **Vacation Entitlement**

An employee who has worked a minimum of One (1) year and a maximum of Four (4) years shall receive Two (2) weeks' vacation with pay, such pay to be based on Four percent (4%) of gross pay, or a minimum of Eighty (80) hours at their applicable rate of pay, whichever is less.

An employee who has worked a minimum of Four (4) years and a maximum of Ten (10) years shall receive Three (3) weeks' vacation with pay, such pay to be based on Six percent (6%) of gross pay, or a minimum of One hundred and Twenty (120) hours at their applicable rate of pay, whichever is less.

An employee who has worked a minimum of Ten (10) years and a maximum of Fifteen (15) shall receive Four (4) weeks' vacation with pay, such pay to be based on Eight percent (8%) of gross pay, or a minimum of One hundred and Sixty (160) hours at their applicable rate of pay, whichever is less.

An employee who has worked a minimum of Fifteen (15) years and a maximum of Eighteen (18) years shall receive Five (5) weeks' vacation with pay. Such pay to be based on Ten percent (10%) of gross pay, or a minimum of Two hundred (200) hours at his applicable rate of pay, whichever is less.

An employee who has worked Eighteen (18) years or more shall receive Six (6) weeks' vacation with pay. Such pay to be based on Twelve percent (12%) of gross pay, or a minimum of Two hundred and Forty (240) hours at his applicable rate of pay, whichever is less.

For further clarification, minimum hours pay in each of the above paragraphs is based on a full year's service. Anything less than a full year will be based on their applicable percentage of gross pay.

Outside workers cannot take their vacation at the same time.

#### **ARTICLE 19 - PAY DAY**

All wages shall be paid weekly on or before 5:00pm on Friday of the following week.

#### **ARTICLE 20 - PERSONAL LEAVE**

a. Entitlement Per Year

Employees shall be paid their regular wage for time off during which they are absent from work due to illness or personal reasons. Such payments shall be limited to Twelve (12) days per year.

b. Entitlement Per Month

Employees shall be entitled to One (1) day leave for each month.

Fifteen (15) days worked during a calendar month shall constitute a months' entitlement.

*J.C.F.*

Any time worked less than Twelve (12) months shall be prorated.

c. Unused Leave

All unused leave entitlement, maximum of Twelve (12) days, (Twelve (12) minus the number of days actually used) shall be paid on or before December 15<sup>th</sup> of each year or on termination of employment.

Employees dismissed for just cause or resigns shall not be entitled to any unused leave. No days to accumulate beyond the calendar year.

d. Following absence for more than Two (2) days, a medical certificate is to be provided by the employee.

**ARTICLE 21 - HOURS OF WORK & OVERTIME**

- a. The regular work week, for all full-time employees not involved in snow clearing, shall consist of Forty (40) hours made up of Five (5) days of Eight (8) hours each, Monday through Friday, between the hours of 8am to 5pm with Two (2), Fifteen (15) minute breaks midway between the first Four (4) hour shift and midway between the second Four (4) hour shift but no later than Two (2) hours into either shift.

It is understood and agreed that overtime for full-time employees shall be paid at time and one-half (X1.5) of straight time beyond Eight (8) hours per day and Forty (40) hours per week.

It is further understood and agreed that part-time/casual employees shall be paid at time and one-half (X1,5) beyond Forty (40) hours per week.

Time and one-half shall be paid to full-time and part-time employees for all hours worked on public holidays, if all qualifiers are met.

For the purpose of paying over-time, all actual time worked including authorized time off, (sick/personal time, vacation day, bereavement day or statutory holiday, etc.,) shall be included in the calculation for a Forty (40) hour work week.

It is further understood and agreed that all full-time employees will be offered any over-time first, before replying on part-time or casual employees.

C.S.  
RP

If required to work overtime, double-time (X2) shall be paid for the following public holidays:

~~Christmas Day~~  
~~New Year's Day~~  
~~Good Friday~~

- b. The regular work week for employees engaged in snow clearing duties shall consist of Forty (40) hours, these hours of work to be determined at the discretion of the town clerk manager. Employees are entitled to Two (2), Fifteen minutes breaks midway between the first Four (4) hour shift and midway between the second Four (4) hour shift, but no later than Two (2) hours into either shift.

It is understood and agreed that overtime for full-time employees shall be paid at time and one-half (X1.5) beyond Eight (8) hours per day and Forty (40) hours in a work week.

It is further understood and agreed that part-time /casual employees shall be paid at time and one-half (X1.5) beyond Forty (40) hours per week.

For the purpose of paying overtime, all actual time worked including authorized time off, (sick / personal time, vacation day, bereavement day or statutory day, etc.,) shall be included in the calculation for a Forty (40) hour work week.

- c. Any employee called into work after regular hours will be guaranteed a minimum of Three (3) hours pay at their regular applicable rate.

It is understood that once an employee has completed the task for which they were called in for then they are free to go home.

## **ARTICLE 22 - SUB-CONTRACTORS**

The Council agrees not to sub-contract or contract out work to third parties normally done by Council employees provided there are persons with necessary skills and ability and who are available and ready and willing to perform the work.

The only time sub-contracting will take place is during breakdown of equipment and only then until equipment is repaired.

C.S.  
R.P.

**ARTICLE 23 - LAY-OFF**

Council agrees to give any employee who has served the probationary period, notice of Two (2) weeks prior to any lay-off.

**ARTICLE 24 - WORK ALLOWANCE**

It is agreed that a working foreperson will be employed at all times and in the event the designated working foreperson is temporarily unavailable for work in their normal capacity, the member with the most seniority will temporarily fill the position of working foreperson and receive the working forepersons' rate of pay.

**ARTICLE 25 - SEVERANCE PAY**

The Council agrees to pay each employee who has a minimum of Four (4) years seniority upon their permanent termination of employment due to retirement, a One (1) time payment equal of One (1) week pay for each Two (2) years they have been employed with council.

This lump sum payment is not to exceed the following attached schedule.

Employees terminated for just cause shall not be entitled to severance pay.

For the purposes of this article, One (1) year service means Six (6) months plus Ninety percent (90%) of the time after the Six (6) month period, which the employee is required to work.

Maximum Severance Pay				
2020	2021	2022	2023	2024
\$9,300	\$9,600	\$9,900	\$10,200	\$10,500

**ARTICLE 26 - AMENDMENTS**

Amendments to this agreement may be made only by the mutual consent of both parties.

*C.S.  
RP*

Proposed amendments shall be submitted in writing by the party desiring the change, and negotiations thereon shall start within Thirty (30) days of such notice.

During negotiations and thereafter, if no agreement is reached, the provisions of this agreement shall remain in full force and effect.

#### **ARTICLE 27 - STAND-BY**

Employees requested to be on stand-by shall be paid Six (6) hours pay for each Forty-Eight (48) hours of stand-by.

Stand-by beyond Forty-Eight (48) hours shall be pro-rated.

#### **ARTICLE 28 - DURATION**

This agreement shall come into effect on the 1<sup>st</sup> day of January 2025, and shall remain in full force and effect until the 31<sup>st</sup> day of December 2027, and from year to year thereafter until written notice to terminate this agreement or to negotiate a revision of same is given by either party to the other as provided by the *Labour Relations Act*.

#### **ARTICLE 29 - MANDATORY TRAINING**

All employees must agree to acquire all mandatory training in the scope of their job description and must agree to continue any mandatory training upgrading.

#### **ARTICLE 30 - GROUP RRSP**

The Council and members agree to participate in Teamsters Union Local 855 Group Locked-In RRSP.

Plan participation is voluntary; however, if current employees opt out, they can only opt in at the renewal of this collective agreement.

The employer agrees to deduct and remit the following amounts:

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RP

January 1<sup>st</sup>, 2020, \$1.00 per hour worked to a maximum of Forty (40) hours per week.

The employees will contribute the following amount:

January 1<sup>st</sup>, 2020, \$1.00 per hour worked to a maximum of Forty (40) hours per week

All employees may contribute more than One dollar (\$1.00) per hour to the group RRSP if they so desire.

The amounts to be deducted and remitted shall be the extent of the employer's liability and shall be forwarded to the group RRSP fund office or such other entity designated by the trustees of the fund, not later than the fifteenth day of the month following the month to which contribution apply. The employer shall supply as an accompaniment to the contributions, details of hours worked and the amount contributed on behalf of each employee.

CS  
AP

**SCHEDULE A**

Classifications	Jan. 1, 2025 (3%)	Jan. 1, 2026 (3%)	Jan.1, 2027 (3%)	Jan.1, 2028 (3.5%)	Jan.1, 2029 (3.5%)
Working Foreperson	\$32.76	\$33.74	\$34.75	\$35.97	\$37.23
General Worker (Operators)	\$30.86	\$31.79	\$32.74	\$33.89	\$35.08
General Worker	\$22.82	\$23.50	\$24.21	\$25.06	\$25.94

**Note:**

1. There shall be a One (1) time signing bonus of One thousand dollars (\$1000) paid out to all employees.
2. All agreed to increases shall be retroactive to January 1<sup>st</sup>, 2025.
3. Working foreperson will receive Three dollars (\$3.00) per hour above top rate + agreed increases.

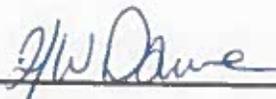


**SIGNATURE PAGE**

SIGNED on behalf of Transport and Allied Workers Union, Local 855 by its authorized officers in the presence of:

Transport & Allied Workers Union, Local 855

  
Union Representative

  
Witness

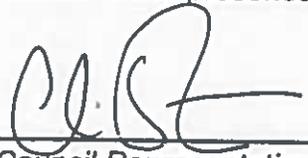
Dec 9 2025  
Date

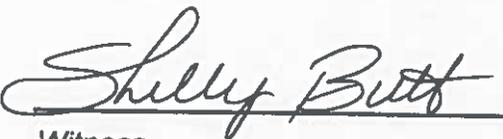
Dec. 9, 2025  
Date

SIGNED by the Town of Victoria by its authorized officers in the presence of:

Town of Victoria



  
Council Representative

  
Witness

Dec 19/25  
Date

December 19/2025  
Date

RP

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