

COLLECTIVE AGREEMENT

BETWEEN

DOMINION DISTRICT RECREATIONAL COMPLEX

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 850

(Effective from October 1, 2019 to September 30, 2024)

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A G R E E M E N T

BETWEEN **DOMINION DISTRICT RECREATIONAL COMPLEX
SOCIETY hereinafter referred to as the "EMPLOYER",**

Party of the First Part

AND **LOCAL 850, CANADIAN UNION OF PUBLIC EMPLOYEES,
hereinafter referred to as the "UNION",**

Party of the Second Part

ARTICLE 1 - PREAMBLE

WHEREAS: It is the desire of both parties to this agreement;

To maintain and improve the harmonious relations and settled conditions of employment between the employer and the union;

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;

To encourage efficiency in operation;

To promote the morale, well-being and security of all the employees in the bargaining unit of the union;

AND WHEREAS: It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW THEREFORE: The parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

2:01 The Union recognizes that it is the function of the employer to exercise the regular and customary function of management and to direct the working force of the employer, subject to the terms of this agreement. The question of whether one of these rights is limited by this agreement may be directed through the Grievance Procedure.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3:01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 850 as the sole and exclusive bargaining agent for all its permanent employees as covered by this agreement, employed at Dominion District Recreational Complex Centre and excluding employees covered under Paragraphs (a) and (b) of Subsection 2 of Section 1 of the Trade Union Act, namely the Manager.

3:02 Work of Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the regular hours of work or pay of any employee except as provided for in Article 23.

3:03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representative, which may conflict with the terms of this agreement.

3:04 Personnel Records

- (a) An employee shall have the right at any time to have access to and review their personnel record.
- (b) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the decision shall become part of the file.
- (c) No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

- (d) An employee shall have the right to make copies of any material contained in their personnel record.
- (e) No disciplinary documents in the employee's personnel file shall be used against such employee beyond a period of twelve (12) months.

Any documentation on any employee's file shall be removed upon signing of this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

4:01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of Prohibited Grounds of discriminations as outlined in the Nova Scotia human Right Act as amended, nor by reason of his membership or activity in a Trade Union.

ARTICLE 5 - UNION SECURITY

5:01 All Employees to be Members

All employees of the Employer, as a condition of continuing employment shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. No employee of the Employer, on the date of execution of this agreement, shall be compelled to join the Union but shall pay dues in accordance with the Rand Formula. All future employees of the Employer shall, as a condition of continuing employment, become and remain members in good standing in the Union after 30 days of employment with the Employer.

5:02 Check-off

The Employer shall deduct from every employee any monthly dues, initiations or assessments levied, in accordance with the Union Constitution and/or By-Laws, and owing by him to the Union and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th day of the month following accompanied by a list of all employees from whose wages the deductions have been made.

5:03 All new employees shall be probationary employees until they have performed an aggregate of 60 days of actual work for the Employer, at which time they shall be regarded as permanent employees. Probationary employees shall have all the rights and privileges of this Collective Agreement with the

exception that they may be dismissed based on a fair and proper assessment against reasonable standards of performance and suitability.

ARTICLE 6 - CORRESPONDENCE

6:01 All correspondence between the parties, arising out of this agreement of incidental thereto, shall pass to and from the Secretary of the Board and the Secretary of the Union. Any documentation pertaining to discipline or terminations will also be copied to the CUPE National Representative.

ARTICLE 7 - LABOUR MANAGEMENT RELATIONS

7:01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of the officers. Similarly, the Employer will, when requested, supply the Union with a list of its supervisory or other persons with whom the Union may be required to transact business.

7:02 The Bargaining Committee

The Bargaining Committee shall be appointed and consist of not more than four (4) representatives of the Employer, as appointees of the Employer, and consist of not more than four (4) representatives of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee as will the employer provide the names of their nominees.

7:03 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employees premises in order to investigate and assist in the settlement of a grievance, time to be set with the Secretary of the Board.

ARTICLE 8 - LABOUR MANAGEMENT CO-OPERATION COMMITTEE

8:01 Establishment of Committee

A Labour Management Co-operation Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties to this agreement in the interest of maximum service to the public.

8:02 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of the collective agreement. The Committee shall not supersede the activities of any other Committee of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached at their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

8:03 Meetings of Committee

The Committee should meet at a date and time mutually agreeable to the respective members of the Committee.

ARTICLE 9 - GRIEVANCE PROCEDURE**9:01 Grievance Committee**

In order to provide an orderly and speedy procedure for the settlement of grievances, the Employer acknowledges the right of the Union to appoint a president or designate whose duties shall be to assist any employee in preparing and presenting his grievance in accordance with the Grievance Procedure.

9:02 Definition of a Grievance

A grievance under this agreement shall be defined as any differences or dispute between the Employer and any employee or employees or the Union, or a case where it is alleged that the Employer had acted unjustly.

9:03 Settling of Grievances

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

- Step 1** The aggrieved employee or employees shall submit the grievance to the Grievance Committee within seven (7) days of the alleged grievance.
- Step 2** If the Union Committee considers the grievance to be justified, the employee or employees concerned shall first seek to settle the dispute with the employee or employees' Supervisor or Department Head.
- Step 3** Failing satisfactory settlement within 24 hours after the dispute was submitted under Step 2, the employee or employees concerned, together with the Committee, will submit to the Secretary of the Board, written statement of the particulars of the complaint and the redress sought. The

Secretary of the Board shall arrange a meeting between the Union and the Board to discuss the grievance. The Board shall render its decision within five (5) days from the date of the meeting with the Union.

Step 4 Failing satisfactory settlement being reached in Step 3, the Union may, on giving five (5) days' notice to the Employer of its intention, refer the dispute to arbitration. Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, or the Union has a grievance, Steps 1, 2 and 3 of this Article may be by-passed.

Step 5 In every case where a grievance has not reached Step 4 within 30 days of the occurrence of the incident giving rise to the grievance, then the Employer may consider that the grievance has been abandoned, and in no case shall it be allowed to proceed further to arbitration.

9.04 Voluntary Mediation

Prior to proceeding to arbitration, the parties may jointly agree to utilize the voluntary mediation process established by the Nova Scotia Department of Labour and Advanced Education. It is agreed that if voluntary mediation is utilized neither party shall be deemed to waive its right to proceed to arbitration unless the parties agree otherwise, Time limits will be suspended during this process.

ARTICLE 10 - ARBITRATION

10:01 Composition of Board of Arbitration

Where either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) Appointees shall then meet to select a Chairman.

10:02 Failure to Appoint

If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairman within seven (7) days of the appointment, this appointment shall be made by the Minister of Labour for the Province of Nova Scotia, upon the request of either party.

10:03 Expenses of the Board

Each party shall pay:

- 1) The fees and expenses of the Arbitrator it appoints.
- 2) One-half the fees and expenses of the Chairman.

10:04 Power of the Board of Arbitration

The Arbitration Board shall not have the power to amend or change any provisions of this agreement; however, the Arbitration Board may render a decision, which in the opinion of the Arbitration Board is fair and equitable under the circumstances.

10:05 Decision of Arbitration Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties.

10.06 Sole Arbitrator

Where the parties mutually agree, a sole Arbitrator may be appointed in place of a Board of Arbitration. The sole Arbitrator shall have all the rights and powers of a Board of Arbitration appointed under this Article. Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

ARTICLE 11 - SENIORITY**11:01 Seniority**

Seniority is defined as the length of service in the employ of the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recalls.

11:02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union in January of each year.

11:03 Loss of Seniority

An employee shall not lose seniority rights if they are on an approved leave of absence.

11:04 An employee shall only lose seniority rights in the event:

- i. He/she is discharged for just cause and is not reinstated.
- ii. He/she resigns.
- iii. He/she fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so unless through sickness or other just cause. It shall be the duty of the employee to keep the Employer informed of his current address.
- iv. He/she is laid off for a period longer than one (1) year; however, for current employees, one (1) year is extended to two (2) years for purpose of layoff.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12:01 Job Postings

When a vacancy occurs within the Complex or a new position is created, either inside or outside the bargaining unit, the Employer shall notify the Union in writing in order that all members will know about the position and be able to make written application therefore.

12:02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

12:03 Recognition of Seniority

Both parties recognize:

1. The principle of promotion within the service of the Employer.
2. That job opportunity should increase in proportion to length of service and ability.

12:04 Method of Making Appointments

Therefore, in making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority and having the required qualifications and ability.

12:05 Trial Period

The successful applicant shall be placed on a trial period for 30 days, conditional on satisfactory service, such trial promotion shall become permanent after the period of 30 days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he/she shall be returned to his former position without loss of seniority and wage or salary consistent with that classification.

12:06 The provisions of the article shall not apply to promotion outside of the bargaining unit.

12:07 In the case of promotion outside of the bargaining unit, the employee shall be placed on a trial period for six (6) months, and at any time within that six (6) months, if he/she is terminated by the Employer, shall have the option of reverting to his/her former position.

ARTICLE 13 - LAYOFFS AND RECALLS**13:01 Layoff and Rehiring Procedure**

Both parties recognize that job security should increase in proportion to length of service. When an employee is to be laid off, the Employer will advise the Union President and Employee fifteen (15) days before implementing notice of layoff. Fifteen (15) days or as close to the date of recall as reasonably possible shall be given to the Union President and Employee upon recall. Therefore, in the event of a layoff within the department, employees shall be laid off in reverse order of their seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

13:02 No New Employees

No new employees will be hired until those laid off have been given an opportunity of re-employment.

13:03 Notice of Layoff

The Employer shall notify employees to be laid off 15 working days before the layoff is to be effective. If the employee to be laid off has not had the opportunity to work 15 days after notice of layoff, he shall be paid in lieu of work for that part of 15 days during which work was not available.

13:04 Employee to Notify Employer

Employees shall notify the Employer five (5) working days before leaving the employ of the Board.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE**14:01 Discharge and Discipline Procedure**

An employee may be dismissed or disciplined, but only for just cause, and only upon the authority of the employer, as defined in this agreement. A Department Head may suspend an employee but shall immediately report such action to the employer. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of his/her steward or union representative. Such employee and the Union shall be notified promptly in writing by the employer with full disclosure of the reason for such discipline or discharge.

14:02 May Omit Grievance Steps

An employee considered by the union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 9, Grievance Procedure. Step 2 of the Grievance Procedure shall be omitted in such cases.

14:03 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the employer. Evidence shall be limited to the grounds stated in the discharge and discipline notice to the employee.

14:04 Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged shall be immediately reinstated in his/her former position without loss of seniority. He/she 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 a Board of Arbitration, if the matter is referred to such a Board. Any monies earned by an employee during a period of suspension or discharge shall not be deducted from any award made under this Article.

ARTICLE 15 - HOURS OF WORK

15:01 During the regular operational season the normal work week shall be eight (8) hours per day, five (5) days per week.

Employees to receive two (2) consecutive days off per week.

15:02 If an employee has not obtained forty (40) hours in the Christmas and/or New Year's week, the employee may work Christmas or New Year's Eve to make up their forty (40) hours if necessary and will only work 9-1 and be paid for the entire shift.

15:03 The employer must give forty-eight (48) hours' notice of a shift change unless it is an emergency.

15:04 Inclement Weather

In the event the employer cancels work due to inclement weather, the employee shall be given the opportunity to make up the lost shift at another time mutually agreed by both the employee and the employer. If a mutual agreement is not reached, then the employer will be responsible for full payment of the lost shift.

15.05 Employer Closing of Facilities – Halloween

In the event the Employer closed the facility to the public for Halloween the Employee shall be given the opportunity to make up the lost shift at another time mutually agreed by both the employee and the Employer. If a mutual agreement is not reached, then the Employer will be responsible for full payment of the lost shift.

ARTICLE 16 - OVERTIME

16:01_(a) Time and one-half for all hours after 40 hours. On a Statutory Holiday, time and one-half plus the holiday pay or a day in lieu of the holiday.

(b) At the request of the employee, over time may be banked to a maximum of eighty (80) hours. Once the bank has reached the maximum, no further overtime hours may be banked, and all overtime will be paid out in accordance with (a) above. Any overtime banked may be paid out in March at the request of the employee.

ARTICLE 17 - STATUTORY HOLIDAYS

17:01 (a) The Employer will provide one (1) holiday for every 173 hours worked by an employee, counting Statutory Holidays, providing that the employee works the fast scheduled work day before and the first scheduled work day after any such holiday in order to qualify.

(b) Employees who are required to work on a holiday shall be allowed to bank the 12-hour holiday premium pay which will be taken on the employee's request but within seventy-five (75) days of the holiday.

- 17:02** Float Holiday - Each employee shall be permitted two (2) float holidays to be taken between January and March of each year taken at the discretion of the employee. The float holiday shall be exclusive to the four (4) statutory holidays that are earned between October and December.

ARTICLE 18 - VACATIONS

- 18:01 Full time employees:** Two (2) weeks after one (1) year
 Three (3) weeks after ten (10) years
 Four (4) weeks after fifteen (15) years
- Seasonal employees:** Five percent (5%) after one (1) year
 Seven percent (7%) after five (5) years
 Eleven percent (11%) after ten (10) years

ARTICLE 19 - SICK LEAVE

- 19:01** One (1) sick day for every 18 days worked to a maximum of twenty (20) days including those already earned. The employer shall advance seven (7) days paid sick leave in October of each year.
- 19:02** Any employee who does not use the sick leave plan for the period October 1 to March 31 (for Mike and John) and April 1 to March 31 (for Mary), in any year, shall be entitled to a bonus of \$300.00 payable on April 15th of that year. For each day of sick leave used, the bonus will be reduced by one-half (1/2) days' pay. This sick leave bonus shall be paid on the last pay period before the operational shutdown.

ARTICLE 20 - BEREAVEMENT LEAVE

- 20:01** If a death occurs in the immediate family of an employee bereavement leave shall not start until the day following the death of that person. If a death occurs in the immediate family and the employee is required to leave, he/she will be paid for the remainder of the shift.
- 20.02** Employees shall be granted five (5) consecutive days leave without loss of pay and benefits in the case of the death of a parent, spouse, common-law spouse, son, daughter, stepparent, or stepchild.

Employees shall be granted three (3) consecutive days leave without loss of pay and benefits in the case of the death of grandparent, grandchild, sister, brother, mother-in-law, and father-in-law.

- 20.03** Employees shall receive one (1) day off to attend the funeral of an aunt, uncle, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step siblings, provided that they attend the funeral or other service.
- 20.04** An additional two (2) days shall be granted without pay if travel is required for the employee to attend the funeral.
- 20.05** Employees shall only be paid bereavement for actual time lost and shall not be paid on their regular scheduled days off.
- 20.06** Additional leave may be granted at the discretion of the Department Head or Board of Directors.

ARTICLE 21 - LEAVE OF ABSENCE

21:01 Union Business

Any two (2) employees who have been elected as accredited delegates of the Union to be granted leave of absence to attend not more than two (2) Conventions of affiliated labour bodies annually, without pay and without loss of seniority.

21:02 Leave of Absence for Other Reasons

The Board may grant leave of absence for good and sufficient reasons to any employee requesting same.

ARTICLE 22 - PAYMENT OF WAGES

22:01 The Employer shall pay salaries and wages in accordance with Appendix "A" attached hereto and forming part of this agreement.

22:02 Rink employees shall be paid weekly on Thursdays.

ARTICLE 23 - NEW CLASSIFICATIONS

23:01 No Elimination

Management shall not materially change any existing job classification nor create any new job classification without first consulting the Union with respect to the appropriate rate of pay.

ARTICLE 24 - JOB SECURITY

24:01 In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted,

transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-union employee during the life of this agreement, provided however that nothing contained herein shall:

- (a) Prevent the Employer from hiring workers through government grants, provided that any employment made possible by such grants be made available first to Union employees, if they are eligible, and provided such grant employees so hired do not have an effect on existing Union members' employment during the regular operational season.
- (b) Prevent the Employer from hiring part-time staff to do functions normally done by Union employees when supervised by either a Union employee or the manager, so long as supervision by the Manager does not affect normal Union employment.
- (c) Prohibit the employees, servants or agents of those people retaining or hiring the facility for a special function from doing any work which they deem necessary for that special function even if such work is normally done by Union employees; provided Union people are offered employment in connection with all functions for which the Recreational facility is receiving payment. It is specifically recognized that any events, which take place in the MACNEIL ROOM, shall not be the subject of this collective agreement.
- (d) Prevent the functions associated with the canteen from being leased out or being totally operated by non-union personnel.
- (e) In the event that Union personnel perform management functions in the, absence of the Manager, then such functions are deemed not to be "assigned to the collective bargaining unit".
- (f) Limit in any way the right of the Manager to do any function presently performed by him, even if the Manager shall cease to be a member of the bargaining unit.

ARTICLE 25 - NO STRIKE

25:01 The Union agrees that there shall be no walkout during the term of this agreement. The Employer agrees that there shall be no lockout during the term of this agreement. In the event that there is to be a strike both parties agree to sit down and agree upon essential services that are to be maintained.

ARTICLE 26 - CLOTHING PROVISIONS

26:01 Rink employees shall be provided with one (1) pair of coveralls (winter) per year plus additional coveralls if required. In the event that the employee does

not need coveralls in any one year, they shall receive a boot allowance of equal value to a pair of coveralls.

ARTICLE 27 – RETIREMENT

27:01 The normal retirement age will be 65 years of age. Employees choosing to work past 65 years of age shall be permitted to do so.

ARTICLE 28 – OCCUPATIONAL HEALTH AND SAFETY

28.01 The Employer and Union agree to formulate a committee to be known as the Occupational Health and safety Committee. Such committee shall consist of two (2) representatives from the Union. One representative shall be selected by the Union and the other representative shall be the National Representative and two (2) representatives of the Employer. Such Committee shall meet monthly to deal with the *Occupational Health and safety Act and Regulations*.

Meetings and workplace inspections will take place during the regular work hours and representatives shall be granted time away from their assigned duties to attend the same without loss of pay or benefits.

28.02 First Aid and Defibrillation Training

The Employer will provide and pay for regular and consistent training for First Aid, including the use of Automated External Defibrillators, to Employees as prescribed by Occupational Health and Safety Regulations.

ARTICLE 29 - TERM OF AGREEMENT

29:01 Effective Date

This agreement shall be binding and remain in effect from October 1, 2019 to September 30, 2024, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least two (2) months prior to December, in any year, that it desires its termination or amendment.

29:02 Changes in Agreement

Any changes deemed necessary in this agreement may be made by mutual agreement between the Employer and the Union at any time during the existence of this agreement.

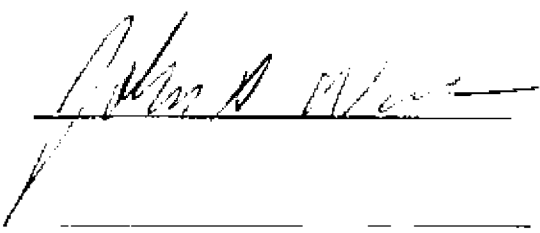
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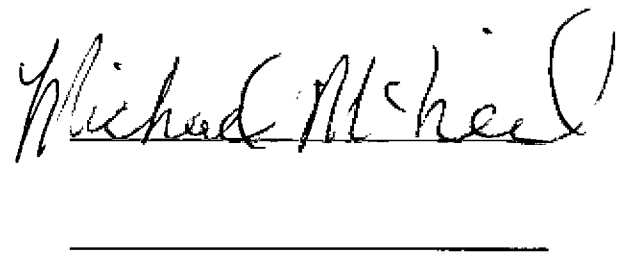
IN WITNESS WHEREOF the duly authorized representatives of the Dominion District Recreational Complex Society, Local 850, C.U.P.E., and the duly authorized representatives of the Board have set their hands and affixed their seals,

This 5th day of March, 2021

**DOMINION RECREATIONAL
COMPLEX SOCIETY**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 850**





APPENDIX "A" – WAGES ALL CLASSIFICATIONS

CLASSIFICATION	CURRENT HOURLY RATE	Oct. 1/19 3%	Oct. 1/20 2.5%	Oct. 1/21 2%	Oct. 1/22 2%	Oct. 1/23 2%
RINK ATTENDANT	\$23.49	\$24.19	\$24.79	\$25.29	\$25.80	\$26.32
SECRETARY	\$19.90	\$20.50	\$21.01	\$21.43	\$21.86	\$22.30

The provisions of wage Appendix "A" shall be retroactive to October 1, 2019.

:mj/cope-491

