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ITALIAN CULTURAL CENTRE SOCIETY

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PURPOSE

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and his Employees, to provide an amicable method of settling differences and misunderstandings which might arise, to further to the fullest extent possible the safety and welfare of the Employees, economy of operation, quality of work done and protection of property and to elevate the Industry to the highest possible degree.

It is recognized by this Agreement to be the duty of the Employer and the Union to co-operate fully for the advancement of the aforementioned conditions.

ARTICLE 1:00 BARGAINING AGENTS RECOGNITION**1:01**

The Employer shall recognize the Union as the sole bargaining agent for all his Employees as defined in the Certificate Of Bargaining Authority, in respect to wages, terms and conditions of employment. During the term of this Agreement, there shall be no lock-out by the Employer and no strike by the Employees, stoppage of work or slow down, either partial or general, authorized by the Union.

ARTICLE 2:00 EMPLOYERS RIGHTS**2:01**

The Union recognizes the Employer's right to hire, fire, promote, demote, transfer or lay off any Employee, but any such action on the part of the Employer may be taken up under the Grievance Procedure except the hiring of new Employees. The Management and operation of the direction and promotion of its working forces is the exclusive responsibility of the Employer. In no case shall a person commence work of any nature without prior consent of management. Failure to notify management of an offer of employment to any individual may result in disciplinary action in accordance with the Collective Agreement.

ARTICLE 3:00 UNION SECURITY**3:01**

All present Employees shall become Members of the Union with seven (7) days of the signing of this Agreement, and remain Members of the Union as a condition of continuous employment.

3:02

- (i) An Employee, working four (4) days or more in any one (1) calendar month, shall pay to the Union an amount equal to the Dues charged by the Union to its Members. The Employer agrees that new Employee(s) shall be required to sign an Assignment Of Wages to the Union covering aforementioned Fees. It is agreed the Employer will secure the foregoing authorization from new Employee(s) when hiring them.
- (ii) Employees who work less than four (4) days per month shall pay Union dues as outlined in the Service Employees International Union, Local 244 Constitution (Article XV, Section 3)

3:03

An Employee(s) shall make application to join the Union and execute an Assignment Of Wages to the Union covering the Initiation Fee and Monthly Dues within the first (1st) fifteen (15) days of employment and remain Member(s) of the Union as a condition of continuous employment.

3:04

The Employer shall hand each new Employee an S.E.I.U. Application Card and a Dues Check-Off Authorization Card, which shall be filled out and left with the Employer. The Union Application Card shall be sent to the S.E.I.U., Local 244's office within fifteen (15) days of the date of hiring of said Employee(s) and the Dues Check-Off Card is to be retained by the Employer. These cards will be furnished to the Employer by the Union.

3:05

The Employer shall notify the Union before the end of each calendar month of the Name and Address of each Employee hired and terminated during the past month. The Employer shall also notify the Union of any Employees change of address or telephone number, when they are provided to the Employer.

3:06

The Employer agrees to remit Union dues, fees and assessments no later than the fifteenth day following the end of the month in which income was last earned by the Employees. With this remittance there shall be an itemized list showing the name of each Employee from whose wages such deductions were made and the amount of the deductions. With these remittances there shall also be a list of New Employees hired during the month with the Name and Address of each new Employee and a list showing the names of the Employees who have been terminated or are now on annual vacation, sick leave, W.C.B. and/or leave of absence. All dues remittances and assessments shall be shown on all T-4 slips.

3:07

The Union shall be permitted to inspect and audit the Employer's record of time worked by Employees and contributions made to the Plans and shall be allowed the time necessary to complete the Audit. The Auditor shall notify the Employer of his intentions to audit and to make the necessary arrangements for the time and place.

3:08

Upon receiving written notification from the Union that an Employee has not complied with 3:01, 3:02 or 3:03 above, the Employer agrees to terminate within seven (7) days of the employment of that Employee.

3:09

The Employer agrees to notify the Union, in writing, within five (5) days of appointing an Employee to a position which he considers to be outside the bargaining unit.

3:10

In the event of a change in the Schedule of Fees and Dues made by the Union, the Employer agrees to make deductions in accordance with the revised Schedule providing, however, that at least two (2) months written notice by Registered Mail is given by the Union advising of these changes.

3:11

In the event an Employer fails to remit contributions in conformity with the foregoing provisions of this Agreement, the Union is free to take any economic action it deems necessary against such an Employer, and such action shall not be considered a violation of this Agreement.

3:12

The Employer agrees to give notice by separate letter, to the Union, that the Employee has terminated their employment because of retirement. The covering letter shall indicate the Employee's Name, Current Address, Social Insurance Number and Retirement Date.

3:13

In the event an Employer fails to remit contributions to these Plans in conformity with this Clause of the Agreement, the Employer shall, if in default more than ten (10) days after written notification by the Union, pay the monies due thereunder and in addition hereto pay these Plans a penalty in the amount of Five Hundred (\$500.00) Dollars. The Employer shall be responsible for loss of benefits to any Employee because of the Employer's default action.

3:14

There shall be no discrimination against any Employee for being an Officer, Shop-Steward or Committee Man of the Union.

3:15

Shop-Stewards shall be recognized by the Employer and the Union shall notify the Employer as to the Shop-Steward's name in each operation, when a Shop-Steward is appointed.

3:16

No Employee shall be asked, and no Employee shall offer to make a written or verbal agreement and/or Contract with the Employer, inconsistent with or at variance with the terms of this Agreement.

3:17

The signing of this Agreement shall be no reason for the Employer to cancel any existing privileges that are not contrary to this Agreement. Working conditions and rest periods presently existing shall be maintained.

3:18

All negotiations shall be conducted during the Employer's usual business hours.

3:19

No Member of the Union shall be required to work with any person who is not a Member of the Union, except volunteers.

3:20

Any Employee requested to meet with the Employer with respect to discipline or Employee work performance shall be informed of the nature of the discussion, and if the Employee so wishes, such Employee may have a Union representative present at the meeting.

ARTICLE 4:00 HOURS OF WORK

4:01

The standard working shift for all Employees shall be eight (8) hours worked within eight (8) consecutive hours existing.

4:02

- (A) The standard work week for all Employees shall consist of five (5) shifts of eight (8) hours each with two (2) consecutive days off, unless there is a mutually agreed change agreed to between the Employee, Employer and the Union.
- (B) If an Employee is scheduled to work, and reports to work, they shall receive at least four (4) hours work and, if work is available, each additional hour will be paid for work performed.
- (C) No Employee shall be scheduled to work more than six (6) consecutive days in a two (2) week period.

4:03

Time worked beyond the hours shown in 4:01 and 4:02 above shall be paid at the overtime rate.

4:04

Management reserves the sole right to schedule hours of work.

4:05

- (A) A copy of this Agreement and a Schedule shall be posted on the Employer's premises, on which shall be stated each Employee's Name, starting and quitting time, work days and days off, and shall not be changed by the Employer without twenty-four (24) hours previous notice being given to the Employee affected; unless a change in the Schedule is necessitated by the Union's failure to give adequate notice under Article 14:00. This schedule shall be posted at least one (1) week prior to the schedule taking effect.
- (B) An Employee whose shift is changed with less than eight (8) hours notice shall receive one (1) hours "call-in" pay.

4:06

Each Employee shall have a lunch period of at least one-half (½) hour.

4:07

An Employee called back to work from a lunch break shall be considered not to have had any portion of the lunch break. He shall be given his applicable lunch break later in his shift.

4:08

No Employee shall be required to commence working a new shift until at least ten (10) hours have elapsed since ending his previous shift, other than a swing shift.

4:09

An Employee who is required by the Company to take Courses to upgrade his job or learn new jobs resulting from such causes as technological change or new methods, shall be paid his regular hourly rate while attending such Training Courses. Tuition Costs of such training or required Industrial First-Aid Training shall be paid by the Company.

4:10 CONSULTATION WITH UNION PRIOR TO CERTAIN CHANGES

The Employer agrees to consult with the Union, prior to discharging, laying off, or bumping an Employee or promoting any Employee. If the Employer fails to consult with the Union the Employer agrees the Union shall have the right to nullify any changes made until such consultation has taken place.

4:11

Management of the Centre must be notified of any time taken off or away from the Work Site during scheduled working hours, including, but not limited to: medical, personal appointments, sickness, injury, supply pick-up, or other errands run for the Centre. Notification must be made on the day's timecard indicating the time the Employee has left the site, reasons for absence, and the time returned. Failure to inform Management of time away for the Work Site will be considered to be ending the scheduled shift and may also result in disciplinary action in accordance with the CBA.

ARTICLE 5:00 OVERTIME

5:01

Overtime shall be paid for at the following rates:

- (A) For all hours worked beyond eight (8) in any one (1) day by an Employee, for the first two (2) hours, one and one-half (1½) times the regular rate and for all hours past the tenth (10th) hour, two (2) times the regular rate for all hours worked.

- (B) (i) Sixth (6th) day of the week, first (1st) day off of the week, time and one-half (1½) times the regular rate for the first (1st) four (4) hours and double the regular rate for all additional hours.
- (ii) For all hours on the seventh (7th) day of the week, second (2nd) day off of the week, double the regular rate of pay for all hours worked.
- (C) The words "sixth and seventh day of the week" as used above, shall mean the Employee's first (1st) and second (2nd) day off in the week.

5:02

For all hours worked by any Employee on a General or Proclaimed Holiday named in Article 8:00, two (2) times the regular rate of pay, in addition to any wages due him pursuant to Article 8:00.

5:03

When overtime is deemed necessary by the Employer no Employee shall be forced to work overtime. All overtime work shall be mutually agreed to by the Employee beforehand, and the Employer agrees to give advance notice whenever possible. All overtime worked shall be in compliance with the "Hours Of Work Act".

ARTICLE 6:00 CLASSIFICATIONS AND PREMIUM RATES**6:01 JANITOR**

An Employee whose duties shall include the use of heavy duty janitorial machinery; stripping and waxing floors, moving and arranging furniture as required; snow removal of public walkways only, as required. Janitors are also:

1. To ensure that the hall and rooms be thoroughly cleaned and set up in accordance with the customer's instructions.
2. To check regularly the state of repairs of Centre and grounds and to keep it under control.
3. To co-operate with Centre Staff.
4. To replace lights and repair fixtures.
5. To keep the maintenance of the Centre and grounds:
 - (A) to perform minor repairs to plumbing, heating and electrical systems and fixtures, all appliances and

fixtures, or any other attachments of the Society's property, as necessary;

- (B) to test, repair, adjust, and maintain in order:
 - (i) emergency lighting, alarms, heat and public lighting system;
 - (ii) sumps, sump pumps, run-off drains, gutters, and downspouts;
 - (iii) any tools and equipment under his care and control;
 - (iv) doors and door closers.

6. To be responsible for the stores and store rooms as follows:

- (A) set-up and maintain in good order:
 - (i) such supplies and equipment as are necessary for his carry-out of duties;
 - (ii) rooms made available to him for purposes of his carrying-out his duties;
- (B) be available for:
 - (i) receiving supplies ordered by the Office;
 - (ii) running errands for the Centre.

7. Miscellaneous Duties:

- (A) assist or provide access to tradesmen to do repairs, cleaning, etc., and to Hydro, telephone or Cablevision Employees as may be necessary;
- (B) prepare written or verbal reports on various matters that:
 - (i) are required by the Office from time to time;
 - (ii) should be brought to the attention of the Office.

8. Grounds:

Direct Staff and Volunteers to:

- (A) cut overgrown bushes and plants;
- (B) water grounds as necessary;
- (C) keep grounds clean.

9. To help with decorations, set-up of gallery and other rooms for special occasions.
10. Supervise janitors in accordance with Office instructions.
11. To assist in the cleaning and maintenance of the kitchen on a regular schedule where requested by management.
12. Any other similar duties.

6:02 CHARGE HAND

To be designated by the Employer to give direction to other Members of the bargaining unit. The Charge Hand will submit on a daily basis; reports, checklists and other confirmations of work completed, as prepared by the Employer with assistance from members of the bargaining unit. The Charge Hand will also be responsible to update on a periodic basis, the status of completion of various projects as required.

6:03 CURRENT EMPLOYEES

All Employees as covered by this Agreement as of the date of signing shall not be reclassified to a lower Classification.

6:04 PROBATIONARY EMPLOYEE

An Employee shall be classified as "probationary" for a period of three (3) calendar months, commencing the date of hiring. This probationary period shall not alter seniority as described in Article 9:01, and shall not alter any provision described within this Agreement.

ARTICLE 7:00 WAGE RATES AND PAYMENT OF WAGES

7:01

- (A) The following Wage Rates shall be paid to the Classifications named below during the Life of the Agreement.

<u>CLASSIFICATION</u>	<u>JAN 1/00</u>	<u>JAN 1/01</u>	<u>JAN 1/02</u>	<u>JAN 1/03</u>	<u>JAN 1/04</u>
JANITOR	\$14.28	\$14.57	\$14.86		
				5.16	\$1
				5.46	\$1

** It is agreed that there will be a wage reopener (the two percent increase remains as is). This wage

reopener will take place on January 1, 2003 and January 1, 2004. This will allow the parties to discuss economic factors as they relate to the wage increase.

7:01(Cont')

- (B) CHARGE HAND - The Charge Hand shall be paid One Dollar (\$1.00) per hour more than his/her regular rate of pay.
- (C) Probationary Employees shall be paid One Dollar (\$1.00) per hour less than the rate of the classification in which they are working.

7:02

In the event of the Employer hiring Employees during the Life of this Agreement, and for whom a wage rate is not contained in Article 7:00, it is agreed the said classification for the new Employees, together with a wage rate shall be added to the said Article 6:00 and 7:00 by an Amendment. If the parties are unable to agree on a wage rate, the matter of a wage rate may be taken up under Article 15:00 - Grievance Procedure and Arbitration.

7:03

Where a female Employee is required to perform duties that are ordinarily performed by a male Employee, she shall receive the wage rate of the male Employee, and in all instances shall the "Equal Pay for Equal Work Act" apply.

7:04

When any Employee is called for work, they shall be paid four (4) hours wages if there is no work available. When an Employee is called to work to respond to an alarm, that Employee shall be paid for two (2) hours unless the time spent on the alarm is greater than two (2) hours. If longer than that time, the Employee shall be paid a minimum of four (4) hours.

7:05

An Employee, performing work that calls for a higher wage rate for four (4) hours, or less, in any one (1) day, shall be paid the higher rate for four (4) hours. An Employee performing work that calls for a higher wage rate in excess of four (4) hours in any one (1) day, shall be paid the higher wage for such day.

7:06

- (i) The wages of all Employees shall be paid every second Friday, all wages earned up to and including the previous Friday. If pay day falls on a General Holiday, proclaimed holiday, and/or an Employee's regular day off, pay day shall be the day immediately preceding such General Holiday, proclaimed holiday and/or day off.
- (ii) Each pay cheque shall contain a detailed statement showing the hours worked, and an itemized list of deductions from wages.
- (iii) It is understood that if an Employee works overtime during a pay period, this overtime shall be paid during the pay period. Note: Due to this change in method of operation, it will take a little while to implement this system.

7:07

Any Employee, who leaves the employ of the Employer, shall receive all wages due him in full, and shall be

given his Record Of Employment within two (2) days of such termination.

7:08

In the event of the Employer terminating an Employee's employment, he shall receive his wages, holiday pay and all monies due him from the Employer and the Record of Employment within forty-eight (48) hours of termination, in accordance with the Employment Standards Act of British Columbia.

ARTICLE 8:00 HOLIDAYS AND ANNUAL VACATIONS

8:01

The following General Holidays shall be recognized by the Employer:

NEW YEAR'S DAY	LABOUR DAY	GOOD FRIDAY
THANKSGIVING DAY	EASTER SUNDAY	REMEMBRANCE DAY
VICTORIA DAY	CHRISTMAS DAY	CANADA DAY
B.C. DAY	BOXING DAY	

and all other holidays which may hereafter be required to be observed under the Statutes of Canada and/or the Province of British Columbia.

8:02

Employees, who have established seniority in accordance with Article 9:00, who have worked the scheduled working day previous to, and the scheduled working day following the general or proclaimed holiday, unless prevented from working by circumstances beyond his control, shall receive their regular wage for the general or proclaimed holiday and shall have the day off. Through mutual consent between the Employer and the Employee, the Employee may exchange an alternate statutory holiday off with pay.

8:03

An Employee who has completed the service requirements listed below shall be granted a vacation and receive vacation pay as follows:

<u>SERVICE REQUIREMENT</u>	<u>LENGTH OF VACATION</u>
One (1) year	Two (2) weeks

All Employees in their second (2nd) calendar year shall be entitled to an Annual Vacation credit of eleven (11) working days with pay and each year thereafter shall add one (1) extra day to a total of twenty (20) working days.

8:04

Payment of vacation pay shall be made before the shift immediately preceding the start of the Annual Vacation.

8:05

An Employee shall receive his vacation entitlement in a consecutive two (2) week period; an additional week(s) may be taken concurrently except when the efficient operation of the business would be adversely affected, and only one (1) Employee shall be on vacation at one time.

8:06

- (A) An Employee shall receive and take vacation with pay, in accordance with the Schedule of Vacation Entitlement within Article 8:03.
- (B) Vacation pay shall be calculated at four (4%) percent of gross earnings of the previous year's employment or wages, whichever is the greater.
- (C) An Employee who terminates or is terminated shall receive an amount equal to what their vacation pay would be.

8:07

Employees leaving the employ of the Employer for any cause whatsoever, shall receive vacation pay in accordance with his length of employment as per Article 8:06 above.

8:08

In the event of a general or proclaimed holiday falling on an Employee's regular day off, he shall receive:

- (A) another day off with pay, OR
- (B) another day's wages in lieu thereof, as may be mutually agreed to by the Employer and the Union.

8:09

If a general or proclaimed holiday falls during an Employee's annual vacation, he shall receive an extra day's vacation with pay in lieu thereof.

ARTICLE 9:00 SENIORITY

9:01

Seniority shall commence at the commencement of employment after the Employee has been in the employ of the Employer for ninety (90) continuous days.

9:02

Seniority shall continue during a Leave of Absence granted by the Employer for a period of ninety (90) continuous days and may be extended by mutual agreement by the parties.

9:03

Seniority shall continue when an Employee is off due to illness for a three (3) month period, and the Employer may require the Employee to present a Doctor's Certificate as evidence of such illness. This three (3) month period may be extended by mutual agreement between the parties.

9:04

Seniority shall continue when an Employee is off work on account of an injury received while on the job.

9:05

In the event of lay offs, due to the reduction of the working forces, seniority shall be the deciding factor; that is, the Employee with the least seniority shall be the first (1st) to be laid off and the last to be rehired. Lay offs shall not be used for discipline or discharge purposes.

9:06

An Employee whose lay off exceeds one hundred and twenty (120) continuous days, shall lose his seniority.

9:07

An Employee who is laid off and fails to return to work after receiving forty-eight (48) hours notice to return to work without reasonable cause, shall lose his seniority.

9:08

Shift selection shall be done by seniority. The most senior Employee getting the first (1st) choice of shift and the least senior Employee getting the last choice of shift. Selection of days off shall also be by seniority.

ARTICLE 10:00HEALTH & WELFARE/SAFETY

10:01

The Employer agrees to cover all Employees by the provisions of the Workers' Compensation Act.

10:02

It is the desire of both parties to this Agreement to maintain the highest standard of safety. No Employee shall be required to and no Employee shall perform any work in a hazardous manner. All unsafe working conditions and/or equipment shall be reported to the Employer immediately.

10:03

If an Employee is required to work alone, that Employee will be provided with a means of communication.

10:04 DAY OF INJURY

An Employee injured on the job, shall be transported to the nearest Hospital or to his/her home at no cost to the Employee and shall suffer no loss of wages or benefits for the day of injury.

10:05

- (i) The Health and Welfare Plan shall receive contributions based on the Employer paying sixty (60%) percent of the total cost and the Employees paying forty (40%) percent of the total cost.
- (ii) The Employer agrees to pay the Employee's cost of MSP coverage up front and then collect the Employee's portion.
- (iii) That the Employees contribution to the Health & Welfare Plan shall be credited to the taxable portion of the Plan.

10:06 SICK LEAVE ACCUMULATION

All Employees shall earn Sick Leave credits at the rate of three-quarters (.75) day per month. There shall be no Annual payout. There shall be a ten (10) day cap on the accumulation of the Sick Leave credits. These credits can be accumulated and transferred from year to year to a maximum of 20 days. The Sick Leave credits may be used to pay for the three (3) day waiting period for the Weekly Indemnity Benefits and should an Employee use all Weekly Indemnity Entitlement and U.I.C. Entitlement, the Employee may then use the balance of his Sick Leave accumulation.

ARTICLE 11:00GENERAL**11:01**

Refusal to cross a legally established picket line shall not constitute cause for discipline or discharge. An Employee who refuses to cross a legally established picket line shall be considered to be absent without pay.

11:02

- (A) If required, the Employer shall supply coveralls for each Employee, and shall maintain and launder same.
- (B) If required, Employees shall be provided with protective rain clothing when required to work in inclement weather.
- (C) If required, the Employer shall supply two (2) uniforms to each Employee and shall maintain and launder same.

11:03

Employees may be required to sign daily time cards or punch a time clock card. Employees are required to punch time cards on a time card clock to record all hours worked. Time cards must be approved, signed off and submitted by the lead hand to the payroll officer by the payroll cut-off deadline. Notation of all hours worked, sick days taken, and time off for any other reason must appear on said time cards. Failure to do so may result in non-payment of those hours not included on the time card.

11:04

An Employee, at the Employer's request and expense, may be required to take a Physical Exam and if found incapable of performing the job on an ongoing basis by the Physician, may be terminated.

11:05

The Employer shall furnish Employees with tools and working equipment and the Employee shall be held responsible for same, except when ordered to leave tools on the job or when left on the Employer's premises.

11:06

The Employer agrees that Grounds Maintenance such as minor sweeping and litter picking shall be done by Members of the bargaining unit. Employees will be required to do landscaping work.

11:07

Management and/or Supervisors shall not do bargaining unit work. However, they may pick up random litter from time to time when passing by. But may do work only on an emergency basis.

11:08

The Employer agrees that major renovation/remodelling and/or construction alteration work shall be contracted out. Employees shall only be required to do minor trade/maintenance work.

11:09 CONTRACTING OUT

The Company agrees not to contract or sub-contract out work that presently falls within the bargaining unit as described in the Certification, without the written agreement of the Union.

11:10

The Employer shall not reduce the hours for the four (4) Employees presently on the Payroll. The four (4) positions shall also be guaranteed under the terms of this Agreement.

11:11 DISCRIMINATION

- (A) Subject to the provisions of this Agreement, neither the Union nor the Company in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise; because of race, colour, creed, national origin, age, sex, sexual preference or marital status.
- (B) The Union and the Employer recognize the right of the Employee to work in an environment free from sexual harassment.

11:12 UNION PIN/LABEL

- (A) It shall not be a violation of this Agreement for an Employee to post the Service Employees International Union, Local 244's "label" in a conspicuous place. The said "label" is to be attached to any glass area.
- (B) It shall also not be a violation of this Agreement for an Employee to wear the Service Employees International Union, Local 244's duly recognized Pin on the Employee's lapel or their person. An Employee may wear the Union Button without being disciplined.

11:13 DISCUSSIONS WITH AN EMPLOYEE

The Employer agrees that after a written grievance has been received by the Employer, the Employer Representatives will not enter into any discussion or negotiation, with respect to the grievance, either directly or indirectly with a grieved Employee without the consent of the Union Representative.

11:14 UNIFORMS

Should the Employer require uniforms, then the Employer shall provide, maintain and launder such uniforms or other special clothing at the Employer's insistence to Employees whose duties require such clothing at no cost to the Employee.

11:15 Retirement

When an Employee retires, that Employee shall receive a bonus equal to:

- | | | |
|---|---|-------------------|
| More than five years of service but less than ten years service | – | two weeks salary. |
| More than ten years service | – | one month salary. |

ARTICLE 12:00DISCHARGE AND TERMINATION OF EMPLOYMENT

12:01

Nothing in this Agreement shall prevent the Employer terminating the employment of any Employee for just cause.

12:02

The Union may request, in writing, and the Employer agrees to furnish, in writing, to the Union, by return mail, the reason for the termination of employment of any Employee.

ARTICLE 13:00PENSION PLAN

13:01

The Service Employees International Union Local 244 Pension Plan has been terminated. The fifteen (15¢) cents per hour Employer contribution to the Plan shall now be rolled over to the Employees wages.

13:02 BEREAVEMENT LEAVE

An emergency leave of two (2) working days, with pay, shall be granted to an Employee in the case of a death in the Employee's immediate family. "Immediate Family", is defined as a Wife (Husband), Child, Brother, Sister, Parent, or other blood relative residing in the Employee's household, and shall include a Common-Law Spouse. An Employee shall be entitled to one (1) additional week's leave of absence without pay upon request. Should an Employee require additional leave of absence beyond the one (1) week and two (2) days, such leave shall not be unreasonably withheld.

13:03 JURY DUTY

- (A) Any regular full-time Employee who is required to perform Jury Duty, including Coroner's Jury Duty, or who is required to appear as a Crown Witness or Coroner's Witness on a day which he would normally have worked, shall be reimbursed by the Company for the difference between the pay received for the said Jury or Witness Duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work.
- (B) Such reimbursement shall not be in excess of eight (8) hours per day or forty (40) hours per week, less Statutory Pay received for the said Jury or Witness Duty. The Employee shall be required to furnish proof of Jury or Witness service and pay received.

ARTICLE 14:00 LEAVE OF ABSENCE**14:01**

Time off with pay shall be granted to Employees Representatives when meeting with Officers of the Company on behalf of the Union, on matters of business (excluding negotiations) affecting both parties only.

14:02

Time off without pay shall be granted by the General Manager, to official Representatives of the Union to attend Meetings, Conventions, Workshops, etc. pertaining to Labour matters directly affecting the Union, provided that:

- (A) An Employee who is elected or appointed to a full time position with the Union or any Trade Union body with which the Union is affiliated or approves of or who is elected to Public Office shall, if he so requests, in writing, be granted Leave of Absence without pay and without loss of seniority.
- (B) Reasonable notice is given of the date and duration of such time off.

14:03 PUBLIC DUTY LEAVE

The Company shall grant, on written request, Leave Of Absence without pay:

- (A) For Employees who seek election in a Municipal Provincial or Federal Election for a maximum period of ninety (90) days.
- (B) For Employees elected to a Public Office for an indefinite period of time.

14:04 PERSONAL LEAVE

The Employer agrees to grant personal leave of absence for sufficient cause for a reasonable length of time, (not to exceed ninety (90) days). Leaves shall be submitted in writing and shall be granted in writing. Should the Employer deny leave, written reasons shall be given with a copy to the Union Office.

ARTICLE 15:00 GRIEVANCE PROCEDURE AND ARBITRATION**15:01**

It is agreed that any grievance and/or dispute, arising out of the interpretation, application, and/or operation of this Agreement that may arise during the Life of this Agreement, shall be promptly discussed and the parties hereto will diligently co-operate in an effort to adjust such grievance and/or dispute at the earliest possible time.

15:02

Written notice of any grievance and/or dispute shall be given the other party within fourteen (14) days of occurrence, except in the case of termination of an Employees employment, the notice of complaint shall be filed within seven (7) days of occurrence. The agreed procedure for adjusting all grievances and/or disputes shall be as follows:

- (A) By a discussion between the Employee(s) concerned and the head of the department.

- (B) By a discussion between the Employee(s), the Shop-Steward (if one is appointed), and the head of the department.

15:02 (Cont')

- (C) By a discussion between the Employee(s), the Business Representative of the Union and the Employer.
- (D) Grievance and/or disputes settled satisfactorily shall date to the time of filing same.

15:03 SECTION 84

Any grievance and/or dispute between the Union and the Employer involving the interpretation, application or any alleged violation of this Agreement may be referred to by either party to:

- (A) The Labour Relations Board pursuant to Section 84 of the Labour Relations Code;
- (B) Arbitration.

15:04 SECTION 103

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an Employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, **NEIL HAGGQUIST** or a substitute agreed to by the parties, shall at the request of either party:

- (A) investigate the difference;
- (B) define the issue in the difference; and
- (C) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure.

15:05

- (A) If the Grievance and/or dispute is not solved by negotiations between the Employer and the Union within seven (7) working days after negotiations have begun, either party may request, in writing, that the Grievance and/or dispute be submitted to Arbitration. If such request is made, an Arbitration Board, consisting of one (1) Representative selected by the Employer, and one (1) Representative selected by the Union, shall be appointed within five (5) days after written request has been received. If either party fails to appoint or select its Representative within the time specified herein, the other party may appeal to the Labour Relations Board (B.C.) to make the appointment.

(B) **SINGLE ARBITRATOR**

By mutual agreement the Union and the Employer may select a Single Arbitrator to resolve the dispute in accordance with the Grievance Procedure and Arbitration Article of the Collective Agreement. Failing to agree on a Single Arbitrator the provisions of a three (3) man Board will apply.

15:06

The two (2) Arbitrators selected shall meet within forty-eight (48) hours after appointment, and shall select a Chairman of the Arbitration Board. If they are unable to agree upon the selection of a Chairman within twenty-four (24) hours, either of them may then request the Labour Relations Board of British Columbia to appoint a

Chairman.

15:07

The Arbitration Board shall not have power to change, modify, extend, or amend this Agreement or to award costs or damages against either party, but it shall have the power to order, if it deems proper, that any Employee, who has been wrongfully suspended, discharged, or otherwise disciplined, shall be reinstated without loss of pay and with any other benefit under this Agreement which he may have lost. A majority decision of the Board shall constitute the award. The decision of the Board shall be binding on both parties.

15:08

Each party shall pay its own costs, fees and the expenses of its Representatives and Witnesses. The fees and expenses of the Chairman shall be shared equally between the parties, unless agreed by the parties to utilize Section 103.

15:09

In the event of an Arbitration Board being appointed, it is agreed by both the Union and the Employer, that such Board shall be requested to hand down its decision within ten (10) days, or as soon thereafter as may conveniently be arranged.

ARTICLE 16:00 TECHNOLOGICAL CHANGE

16:01

Any question regarding technological change within the scope of this Agreement, shall be resolved by the procedures as outlined in Labour Relations Code of British Columbia.

ARTICLE 17:00 LIFE AND RENEWAL OF AGREEMENT

17:01

- (A) This Agreement shall become effective as of the first (1st) day of January, 2000 and shall remain in full force and effect until midnight of the thirty-first (31st) day of December, 2004 and shall renew itself without change on the first (1st) day of January, 2005 on each succeeding first (1st) day of January thereafter, unless written notice to commence negotiations for a new Collective Agreement is served by either party to the other party within the four (4) month period immediately preceding the thirty-first (31st) day of December, 2004, of the four (4) month period immediately preceding the thirty-first (31st) day of December in any year thereafter.
- (B) In the event that notice to commence negotiations for a new Collective Agreement is served pursuant to this Collective Agreement, it is agreed the Employer will not increase or decrease the rates of pay or alter any term or condition of employment of any Employee for whom collective bargaining is being conducted until a new Collective Agreement has been consummated.

17:02

The parties hereto agree to exclude the operation of Section 50(2) & (3) of the Labour Relations Code of British Columbia.

17:03 RETROACTIVE PAY

It is agreed and understood that all monetary items are retroactive and that all retroactive pay shall be paid in full within thirty (30) days from the date of signing.

17:04 AGREEMENT COSTS SHARED

The Employer and the Union agree to share the costs equally of the printing and typing of such Collective Agreement.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

DATED THIS __ DAY OF _____, 20__.

FOR THE COMPANY

ITALIAN CULTURAL CENTRE
SOCIETY

FOR THE UNION

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 244

LUIGI BASTONE
COMMITTEE PERSON

VALENTINO CITTON

ROGER F. FITZPATRICK
BUSINESS AGENT

LETTER OF UNDERSTANDING NO. 1

BETWEEN: ITALIAN CULTURAL CENTRE SOCIETY,
3075 Slocan Street, Vancouver, B.C. V5M 3E4

AND: SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244,
#301 - 7820 Edmonds Street, Burnaby, B.C. V3N 1B8

It is hereby agreed to with reference to Article 8:05 - Annual Vacation, that MAFALDA AND PASQUALE MINIACI shall be allowed to take their vacations simultaneously. Upon termination of MAFALDA, PASQUALE, or both MINIACI'S, this Letter Of Understanding shall become null and void.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

DATED THIS __ DAY OF _____, 20__.

FOR THE COMPANY

ITALIAN CULTURAL CENTRE
SOCIETY

FOR THE UNION

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 244

LUIGI BASTONE
COMMITTEE PERSON

VALENTINO CITTON

ROGER F. FITZPATRICK
BUSINESS AGENT

ITALIAN CULTURAL CENTRE

**3075 Slocan Street, Vancouver, B. C. V5M 3E4
Telephone: 430-3337**

2000 - 2004