

COLLECTIVE LABOUR AGREEMENT

2017-2020

CINEMA CINEPLEX ODEON FORUM

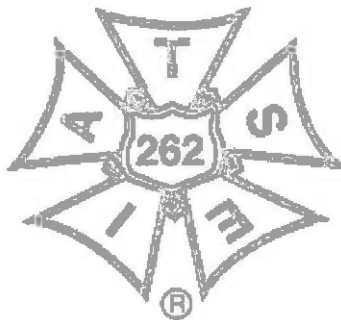
BETWEEN

CINEPLEX ENTERTAINMENT L.P.

Hereafter, "the Employer"

And

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE
TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA
Local 262**



Hereafter, "the Union"

Article 1:	Preamble and General Clauses.....	7
1.01	Goal of the agreement	7
1.02	General Clauses	7
1.03	Legislation	7
1.04	Procedures.....	7
1.05	Use of Terms	7
1.06	Rights and Freedoms of the Individual	7
1.07	Language of Work.....	7
Article 2	Recognition of the Union	8
2.01	Negotiating Agent	8
Article 3	Definitions and Field of Application of the Agreement.....	8
3.01	Definitions	8
3.02	Allotment of Work.....	8
3.04	Responsibility of the Employer	8
Article 4	Rights of Management.....	9
4.01	General Clauses	9
4.02	Internal Policies.....	9
Article 5	Union Security and Union Dues.....	9
5.01	Mandatory Union Membership.....	9
5.02	Moment of Membership	9
5.03	Deduction of Dues	9
5.04	Statement of Dues	10
5.05	Salaried Person Excluded From the Union.....	10
Article 6	Working Relationships	10
6.01	Employer Interlocutor	10
6.02	Delegate Presence	10
6.03	Union Correspondence	10
6.04	Employer Representatives.....	11
6.05	Union Access to Work Site	11
6.06	Particular Understanding	11
6.07	Copy of Communications.....	11
6.08	Information to newly Salaried Persons	11
Article 7	Strike and Lock Out	11
7.01	Strike.....	11
7.02	Lock-Out	11
Article 8	Hiring.....	12
8.01	Hiring Within the Bargaining Unit.....	12
8.02	Opening of Positions (Excluding the Bargaining Unit).....	12
8.03	Trial Period.....	12

Article 9	Seniority and Priority	12
9.01	Definitions	12
9.02	List of Seniority and Priority	12
9.03	Accumulation of Seniority and Priority	12
9.04	Preservation of Seniority and Priority	13
Article 10	Remuneration and Payments	13
10.01	Salary Scale	13
10.02	Minimum Wage	13
10.03	Travel reimbursement	14
10.04	Pay days	14
Article 11	Distribution of Work Hours and Schedules	14
11.01	Availability	14
11.02	Basic Hours of Work	15
11.03	Calls beyond the basic hours of work	16
11.04	Schedule Modification	16
11.05	Overtime	16
Article 12	Minimum staffing and Jobs	17
12.01	Minimum staff	17
12.02	Standards	17
12.03	Reserved Work	17
12.04	Duration of the exceptions of reserved work	18
12.05	Cleaning	18
Article 13	Working Hours	18
13.01	Minimum Working Hours	18
13.02	Hours of Work	18
13.03	Preparation and Intermissions	19
13.04	Overtime	19
13.05	Night Work	19
Article 14	Breaks	19
14.01	Daily Rest Breaks and Meal Breaks	19
14.02	Break Times	20
Article 15	Statutory Holidays	20
15.01	Definitions	20
15.02	Remuneration and Minimum Compensation	21
Article 16	Holidays	22
16.01	Period of Reference	22
16.02	Calculation of Vacation	22
16.03	Choice of Vacation Period	22
16.04	Method of Payment	22

Article 17	Sick Leave	23
17.01	Bank and Mode of Payment	23
Article 18	Personal Leave	23
18.01	23	
18.02	Bereavement Leave.....	23
18.03	Leave without Pay.....	24
Article 19	Family Leave.....	24
19.01	Maternity Leave	24
19.02	Leave for Family Obligation	24
Article 20	Union Leave	25
20.01	Union Leave without pay	25
20.02	Maintenance of Seniority and Priority	25
20.03	Paid union leave	25
Article 21	Leave for Legal Matters	25
21.01	Matters to which the Employee is not a Party	25
21.02	Matters to which an Employee is a Party.....	26
Article 22	Collective insurance plan	26
Article 23	Leave for Public Duty	26
23.01	Right to Participate.....	26
Article 24	Lay Off and Closures	26
24.01	Reduction of Personnel.....	26
24.02	Temporary Closing.....	26
24.03	Closure or Prolonged Lay Off	26
24.04	Reclassification	27
Article 25	Uniforms.....	27
25.01	General Provision	27
Article 26	Miscellaneous Clauses	27
26.01	Changing Rooms and Rest Areas	27
26.02	Responsibility for the Cash Register.....	27
26.03	Food and Beverages.....	28
26.04	Complementary Tickets	28
Article 27	Civic Accountability	28
27.01	Protection	28

27.02	.....	28
27.03	.....	28
27.04	.....	29
Article 28	Union Life	29
28.01	Notice Board	29
28.02	Use of Facility	29
28.03	List of Salaried Persons	29
28.04	Shop Stewards.....	29
28.05	Changes in the Establishment	30
Article 29	Mixed Committees	30
29.01	Composition	30
29.02	Role	30
29.03	Regular Meetings.....	30
29.04	Special Meetings.....	31
29.05	Procedure and Minutes.....	31
29.06	Remuneration	31
Article 30	Health and Safety	31
30.01	Declaration of Principle	31
30.02	Legislation	31
30.03	Reports and studies	31
30.04	Safety Equipment.....	31
30.05	Assistance Programs	31
Article 31	Psychological Harassment	32
Article 32	Disciplinary Measures	32
32.01	Warning.....	32
32.02	Reprimand	32
32.03	Imposition of Disciplinary Measures	32
32.04	Gradation of Sanctions	32
32.05	Notice of Disciplinary Measures	32
32.06	Disciplinary File	33
32.07	Union Representative	33
Article 33	Grievance Procedures	33
33.01	Definition	33
33.02	Presentation of the Grievance	33
33.03	Preliminary Objections	34
33.04	Jurisdiction of the Arbitrator	34
33.05	Final Decision	34
33.06	Payment of Fees	34
33.07	Delays	34
33.08	Written Agreement	34

Article 34	Student Salaried Persons	35
Article 35	Annexes	35
Article 36	Duration of the Agreement.....	35
36.01	.....	35
36.02	.....	35
Annex 'A'	.....	36
1. REMUNERATION.....		36
2-Back pay and signature bonus		37
Annex 'B'	.....	38
Annex 'C'	.....	39
Job description – stock/maintenance clerk		
Annex 'D'	.....	40
Annex 'E'	.....	41
Letter of Understanding no.1		42
Letter of understanding no. 2.....		43

Article 1: Preamble and General Clauses

1.01 Goal of the agreement

The present agreement aims to establish and maintain orderly working relationships and satisfactory conditions of employment, as well as foreseeing an effective, harmonious and equitable procedure for the resolution of all misunderstandings, which may surface between the parties, and this, without a loss of productivity, work interruption or unnecessary disbursements. Furthermore, the Employer, his employees and the Union, agree to fully cooperate, individually and collectively, in the achievement of these goals.

1.02 General Clauses

The present agreement consists of the overall working conditions that regulate relations between the Employer, the Union, and the salaried employees of the Employer to whom this agreement applies. No modification of the present agreement is valid unless it is recorded in writing and signed by the representatives duly authorized by the Employer and the Union, and lodged with the Ministry of Labour, all according to the clauses of Article 72 of the Labour Code;

1.03 Legislation

- a) If a clause of the present agreement is or becomes incompatible with Canadian or Quebec law, or with a regulation of the application of such laws, the Employer and the Union agree that this clause, in the manner in which it is incompatible, will be considered non-essential, null and without recourse and the present agreement will conform with the law;
- b) If a law applicable to the salaried employees regulated by the agreement gives more advantages than those provided for by the agreement, these greater advantages apply in the manner in which the law provides.

1.04 Procedures

No act of procedure, grievance or complaint resulting from the application of the present agreement can be considered null or rejected because of faulty drafting or an irregularity of procedure.

1.05 Use of Terms

In the following text, the use of certain masculine terms is used only to simplify the text and does not imply any discrimination whatsoever. Unless the meaning contradicts it, the masculine terms apply equally to females.

1.06 Rights and Freedoms of the Individual

The parties agree that all salaried employees have the right to recognition and the equal use, to all the rights and freedoms of the Collective Agreement, without distinction, exclusion or preference based on race, color, sex, age, family status, religion, political beliefs, language, ethnic origin, nationality or sexual orientation. There is discrimination when such a distinction, exclusion or preference has the effect of reducing or compromising these rights and advantages foreseen by the agreement.

1.07 Language of Work

The language of work is French. This language is used in all written communication. All directives, forms and other documents posted or that need to be filled out, must be in French. However, the language used for verbal communication can be in the employee's language if it is not French.

Article 2 Recognition of the Union

2.01 Negotiating Agent

The Employer recognizes the Union as the sole bargaining agent as it pertains to the Labour Code of Quebec, for all those who belong to the bargaining unit defined by the Certificate of Accreditation issued by the Ministry of Labour and annexed to the present Collective Agreement. (Annex E)

Article 3 Definitions and Field of Application of the Agreement

3.01 Definitions

In the present collective agreement, the following definitions apply, unless the context opposes itself:

- a) "Agreement": The present collective agreement;
- b) "Salaried person": every person covered by the agreement;
- c) "Employer": Cineplex Entertainment LP (Cineplex Odeon Forum) as per state on the certificate of accreditation issued by the Ministry of Labour and annexed to the current collective agreement.
- d) "Union": The International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 262, authorized to represent every person covered by the accreditation unit.
- e) "Day": for the purpose of the agreement, the expression <day> signifies a calendar day, which includes official holidays and weekends.
- f) "Work week": For means of application of this collective agreement, the workweek is defined as being from Friday to Thursday.

3.02 Allotment of Work

The Employer will not use any subcontracting for work normally done by salaried persons. However, the Employer can subcontract for gardening, security, catering, cleaning, or any other provider of services not normally undertaken by salaried persons under this collective agreement.

3.04 Responsibility of the Employer

- a) In the case of rental, subletting or third party lending, without cinematography projection, the Collective Agreement continues to apply in the manner that the Employer furnishes the personnel required by a third party;
- b) In the case of special cinematography projection (example: a press or distributor showing), without revenue, the provisions of the Collective Agreement do not apply.
- c) Nevertheless, when there is cinematography projection outside of normal programming (example: film festival or similar activity), the minimum staffing is determined by the following parameters:
 - a) 1 employee per open cash register, if the cash registers at the food counters are open

- b) 1 employee per open cash register, when the third party does not supply his own ticketing system

Article 4 Rights of Management

4.01 General Clauses

- a) The Union recognizes that the exclusive rights of management lie with the Employer, to manage, to administrate its business and affairs in conformity with the rights that the law gives it, conforming to its obligations and notably to those that are provided for in the clauses of the present agreement and, without restraining the generality of the proceeding, most particularly:
 - to hire, to transfer, to promote, to demote, to discipline for just cause and dismiss
 - to determine the contents of the duties and responsibilities of the employees conforming to the provision of the Collective Agreement
 - to determine the hours of work, as well as opening hours
 - to establish rules of conduct and to apply the disciplinary regulations reasonably
 - to establish the number and quality of staff required for these activities

The above provisions are subject to pertinent regulations of the Collective Agreement.

- b) The Employer will not exercise the rights of management in an arbitrary or discriminatory manner (Article 1.06 of the Collective Agreement).

4.02 Internal Policies

- a) The Employer can issue reasonable internal policies in order to maintain order and efficiency in its establishment.
- b) All new internal policies are posted in the areas of work and in areas that are in full view of employees, as well as a copy of all new policies are to be given to the shop steward and to the union office at least seven 7 days before the date in which it is to go into effect.

Article 5 Union Security and Union Dues

5.01 Mandatory Union Membership

All employees must, as a condition of maintenance of their employment, be members in good standing with the Union. New employees must become members of the Union on the first day of employment.

5.02 Moment of Membership

Every new salaried person, upon being hired, must sign a request of Union membership, as a condition of employment. The Employer asks the newly hired person to fill up the Union membership form at the same time as the other forms required by the Employer; the Employer then gives to the Union the membership form, duly completed within the first thirty (30) days of hiring.

5.03 Deduction of Dues

- a) The deduction of Union dues is done by the Employer each pay period directly at the

source. The deducted sums are given to the Union no later than thirty (30) days after the deduction.

- b) The Employer commits to deduct, from the pay of all salaried persons subject to the present agreement, the regular amount of Union dues throughout the present agreement.
- c) Any change in dues is effective the second pay period following the reception of an official notice signed by a duly authorized Union representative, certifying this change to the Employer.

5.04 Statement of Dues

- a) At the same time as the deducted Union dues are sent to the Union as provided for in the present text, the Employer will provide the Union with a statement indicating:
 - i) The names of the salaried person from whom the deductions were made, as well as the amount deducted for each
 - ii) The name of salaried persons who did not have any deductions.
- b) This statement will be sent every thirty (30) days via a printed medium, and if possible, via a computerized format useable by the Union.

5.05 Salaried Person Excluded From the Union

The Employer cannot be obliged to dismiss a salaried person for the sole reason that the Union has refused or deferred the admittance of this person as a member, or has suspended or excluded him from its ranks, except for reasons provided for in the Labour Code.

Article 6 Working Relationships

6.01 Employer Interlocutor

The Employer commits to have solely as a speaker, for the purposes of administering, applying and interpreting the Collective Agreement, only the union shop stewards mentioned at article 28.04 and the members of the union executive.

6.02 Delegate Presence

The shop steward must be present when the employer imposes a disciplinary warning. In the case where no shop steward or his assistant is available at the moment of imposition of the disciplinary act, the Employer must then contact a Union representative in order for him to be present at the meeting. Otherwise, the Employer resort to the salaried person having the most seniority to act as witness exclusively during the meeting.

However, after the Employer has duly notified the salaried person that a shop steward must accompany the salaried person, the salaried person may renounce to their right of being accompanied by the shop steward.

6.03 Union Correspondence

All correspondence relative to the present Agreement addressed by the Employer to the Union is sent to a person designated by the Union to receive this correspondence at 1945 rue Mullins, bureau 160, Montréal, Québec, H3K 1N9, or to any other address designated by the Union.

6.04 Employer Representatives

The Employer provides the Union, upon request, a list of its managers/directors and supervisors, as well as the other persons liable to encounter the Union for administration purposes of the Collective Agreement.

6.05 Union Access to Work Site

The Employer permits persons representing the Union to have access to all work places in the exercise of their functions after approbation of the manager on duty. The Employer does not refuse such permission except in the case of a valid motive.

6.06 Particular Understanding

Any particular understanding modifying the current collective agreement cannot be negotiated between a salaried person or a group of salaried persons and the Employer, without the presence of a person duly mandated to represent the Union and the Employer, and cannot come into effect until both parties ratify it.

6.07 Copy of Communications

The Employer gives the Union a copy of all documents and any generally applicable communication that it gives salaried persons.

6.08 Information to newly Salaried Persons

- a) The Employer gives a document prepared by the Union to every newly salaried person, informing them, amongst other things, the name of the shop steward as well as his assistant's name and contact information, as well as a copy of the Collective Agreement.
- b) In the course of the first thirty (30) days of work of a newly salaried person, the shop steward or any Union representative can meet every new salaried person during work hours, without a loss of pay to the salaried person, this being at least thirty (30) minutes, at a time convenient for management.

Article 7 Strike and Lock Out

7.01 Strike

The Union commits itself not to strike, engage in slowed down work, complete or partial work stoppage, for the duration of the Agreement.

7.02 Lock-Out

The Employer commits itself not to resort to a lock out throughout the duration of the present agreement.

Article 8 Hiring

8.01 Hiring Within the Bargaining Unit

- a) In the case where a new position is created, this position is posted for seven (7) days. The posting must include a task description, the necessary qualifications and other normal requirements for the task.
- b) The position is awarded to the person shown to be most qualified and apt to accomplish the given task by the Employer. Where equal competency is observed, seniority will prevail.
- c) If the position cannot be filled according to this procedure, the Employer can hire a person externally.

8.02 Opening of Positions (Excluding the Bargaining Unit)

Openings for positions of managers/directors and assistant managers/directors of theatres are posted internally for ten (10) days for informational purposes only. However, awarding these positions is at the discretion of the Employer and is not subject to a grievance or arbitration.

8.03 Probation Period

The new salaried person ended their probation period periods after hundred sixty (160) hours actually worked for the Employer. The new salaried person in probation are governed by the collective agreement, except what concerned the grievance procedure in case of dismissal. However, the Union can submit a grievance in case of a violation of article 1.06.

Article 9 Seniority and Priority

9.01 Definitions

- a) Seniority: length of service of a salaried person with Cineplex Entertainment., counting from the date of hire. Seniority is utilized to calculate holidays and social benefits.
- b) Priority: priority is used, amongst others, for choosing hours of work and vacation days. Priority is determined by the duration of service of a salaried person in the establishment, from the date of his hire in the establishment.

9.02 List of Seniority and Priority

- a) The Employer keeps an updated list indicating, for each salaried person, his date of hire by Cineplex Entertainment, his seniority, as well as his level of priority.
- b) In case of a dispute with the list, the grievance procedure and arbitration provided for by the present Agreement applies.

9.03 Accumulation of Seniority and Priority

- a) The seniority and priority of the salaried persons accumulate from the date of hire of the salaried persons.
- b) Seniority and priority accumulates in all cases, except the following, at which point they are lost, as well as the employment, and the privileges attached to it:

- i) Resignation
- ii) Dismissal, except if the dismissal is voided by an arbitrator or in agreement between the Union and the Employer
- iii) When availabilities are not given when due at 11.001 c) at the dates indicated at the article 11.01.
- iv) After a complete 2 months period during which a salaried person didn't work for any of the assigned work hours that she was scheduled for.
- v) After an absence of more than 3 consecutive assigned work shifts at work without a valid reason, the proof of which falls to the salaried person and must be submitted to the Employer in the week following the absence.
- vi) Absence for illness or accident for a period of more than twelve (12) months.
- vii) When the availabilities doesn't reach the minimum indicated at 11.01e) and the modalities indicated at 11.02 g)

9.04 Preservation of Seniority and Priority

- a) If a salaried person must cease working for the Employer because of a closure or a layoff, his seniority and his priority continue to accumulate for a period of twelve (12) months and are acknowledged if he eventually returns to the service of the Employer, within this delay. It is understood that after this twelve (12) months period, the salaried person loses his right to seniority. It is understood that a refusal to work after a recall under this clause constitutes a breach of employment except in cases of work language issues or transport issues. The salaried person must keep the Employer informed of all changes in address so that the notice of recall is properly addressed.
- b) A salaried person who work for Cineplex Entertainment in another establishment and that his transfer is accepted in the establishment of the employer, has 15 years of services acknowledged in this other establishment when he is transfer in the negotiation unit.
- c) A salaried person who's transfer at the cinema where she was first hired is accepted, will have 15 priority rank at the moment of departure recognize. (The priority cannot be cumulated from an establishment to another)

Article 10 Remuneration and Payments

10.01 Salary Scale

Salaried persons are remunerated according to the provision of the present Agreement, according to the salary scale appearing in Annex <A>.

10.02 Minimum Wage

In the event where the minimum wage is adjusted at a higher rate by the government, in an amount equal or inferior to \$0.25 the hour per cumulated civil year, the hourly rates as indicated in Annex <A> will be adjusted in such a manner so as to have a gap of \$0.15 between each pay tier. If the minimum wage rise is more than \$0.25 the hour per cumulated civil year during the term of the present collective agreement, the hourly rates will be adjusted in such a manner so as to have a gap of \$0.10 between each pay tier.

10.03 Travel reimbursement

All salaried persons who must use their own vehicle in the exercise of their duties have the right to full salary, plus a subsidy as stated by Cineplex Entertainment LP's current policies. The Employer will also defray any incurred parking costs.

10.04 Pay days

Salaried persons are paid every two (2) weeks by direct deposit on Friday for the period of work ending the preceding Thursday. If the pay day coincides with a holiday, the pay is deposited the preceding regular day.

The electronic pay slip must be given to the salaried persons on Friday and must indicate at least the following information:

- The first and Last names of the salaried person;
- The gross pay;
- The net pay;
- The hourly rate;
- The period covered by the check;
- The hours worked in overtime and the corresponding amounts;
- Bonuses;
- The deductions anticipated by the agreement or by the law;
- Cumulative amounts;
- The cumulative amount of vacation pay.

However, a printed copy must be given to any salaried persons who requests so in the case where they do not have access to a computer.

Article 11 Distribution of Work Hours and Schedules

11.01 Availability

- a) The Employees transmitted their availabilities via the system designated by the Employer.
- b) Availabilities are stated for each work period allowed by the basic hours of work
- c) The salaried persons who wish to modify their availability may do so until the manager starts making the schedule.
- d) The refusal to give an availability at the stated dates indicated in a) is considered a refusal to work and a resignation unless a valid reason is given. Such proof is incumbent on the salaried person.
- e)
 - i) The total of availability express in 11.01b) by the salaried person has to be of a minimum of 8 work availabilities per month
 - ii) In addition. The salaried person with less than 18 months of seniority will have to provide among the 8 availability express in 11.01e)

- a) 3 closing availability among the following days : (Tuesday, Friday, Saturday)
In that case the closing is at least until the closing of the cinema.
- b) 2 availability among the following period : (Saturday, Sunday until 6h00PM)
Of which at least 1 Saturday by month.

III) Valid work availabilities must allow their inclusion, in the schedule, a normally attributed work period at the cinema

The restrictions in e) II) only applied to the salaried persons hired after October 1st 2016.

IV) A work availability from opening until thirty (30) minutes after the start of the last movie is considered as being two (2) work availabilities when the cinema is open all day long. An "On-call" availability is not accounted as being in the minimum amount of required availabilities as stated above. The application of the present article doesn't exempt the 18 months and less of seniority of the minimum availability specify in article 11.01 (e) II a) and b).

- (f) If the number of available salaried persons is deemed insufficient for operational needs, the Employer can, before the conclusion of the schedule, notify and force salaried persons having the less seniority to be available. The Employer must notify the Union. Before using 11.01 f), the Employer must first notify salaried persons in writing that needs of operation are not being fulfilled and request new availabilities.

11.02 Basic Hours of Work

- a) The basic hours of work cover a period of a week extending, for each week, from Friday to the following Thursday;
- b) Basic hours of work must be established in accordance with Article 12.01;
- c) The manager assigns salaried persons, not exceeding forty (40) hours, to fill the basic hours of work according to:
 - i) The availability of the salaried person;
 - ii) The capacity to perform the work;
 - III) The order of priority.
- d) The schedule is posted on Tuesday at the latest at 9h00pm for the schedule starting on that Friday. The schedule have to be post in the employees break room by seniority order and indicate for each employees, their availability and the total of work hours for that period. The schedule is also available on electronic version.
- e) Where possible:
 - i) The work schedule of a salaried person for any given week is concentrated in five (5) consecutive days;
 - ii) The salaried person has two (2) consecutive days of rest per week.
- f) It is the responsibility of the salaried person to take the necessary means in order to know his working schedule
- g) A salaried person loses their free access to movies and candy bar rebates for the next month if, at the end of a month, he doesn't respect his minimum availability. The salaried person gets his privilege back the following month. On that occasion, the salaried person will be given an administrative warning. A copy is transmitted to the Union. If, in the following twelve (12) months the salaried person doesn't respect his minimum availability,

this will be considered as a work refusal and a resignation unless a valid reason, whose proof falls to the salaried person. This doesn't apply to salaried persons on sick leaves, leaves of absence or on a holiday. Also, this article doesn't apply to the salaried person who have concluded a written agreement with the general manager of the cinema.

- h) The salaried person is obliged, except for valid reasons, to participate in employer meetings that are convoked by the latter and posted on the basic schedule.

11.03 Calls beyond the basic hours of work

- a) Calls for a period of work outside of the basic hours of work are transmitted to the salaried person the previous day, except in case of emergency or when impossible to do so otherwise.
- b) The manager assigns salaried persons to these calls according to:
 - i) The availability of the salaried persons
 - ii) The capacity to perform the work;
 - iii) The order of priority:
 - 1) First, amongst the salaried persons whose schedule anticipates less than forty (40) hours for the week;
 - 2) Then, amongst the salaried persons whose schedule anticipates at least forty (40) hours for the week.

11.04 Schedule Modification

- a) Except in a case of an accident or other similar cases, the salaried persons who want to change their schedule or cannot work on scheduled periods must advise the employer at least forty-eight (48) hours in advance. The employer may not refuse such changes unless he is not able to find a replacement for the salaried person. Nevertheless, the use of this clause by a salaried person cannot result in reducing the minimum number of shifts worked below the obligations in article 11.01e.
- b) In case personnel are cut on the day of an assigned shift, it is done in the inverse order of priority, after offering the reduction in shift duration by order of priority, as long as the remaining employees are capable of accomplishing the work required;
- c) In the case where personnel are cut, the employer must advise the employees concerned of the changes to their schedule before they arrive at work. However, the cutting of personnel must take place the day before the assigned work and if possible, before 8h30PM. If the employer fails to respect the above mentioned, the employer must give the concerned salaried person the work as foreseen by his schedule.
- d) The Employer maintains up to date a record in the cinema for the replacements of quarters of work. This register has to include the names of the salaried people, their telephone numbers, their availability or non-availability, a mention in the effect that the quarter of work is accepted or not, the hour of the call and the reason of the refusal. The list is submitted to the union on request.

11.05 Overtime

- a) Working overtime hours is done on a voluntary basis; any employee may refuse to work overtime without being penalized;
- b) If the Employer wants to have work done at a higher rate, according to the provisions in the

Agreement, such work must firstly be offered to staff based on the priority list, priority given to those already on the job. However, if no employee accepts the work, the one with the least priority must perform the job for a maximum period of three (3) hours.

Article 12 Minimum staffing and Jobs

12.01 Minimum staff

It is agreed that when the movie theatre is in operation, the Employer must assign a sufficient amount of people to perform all the duties applying to bargaining unit work. The salaried person can be assigned to one or many of the activities covered by the certification as mentioned in article 2.01.

12.02 Standards (A verifier)

- a) While the theater is in operation a minimum of four (4) salaried persons are assigned to work. The assigned work is done with sufficient time before opening the doors to the public, as to allow them to undertake the necessary preparation to greet and serve clients, but with at least forty five (45) minutes for the employee at the concession stand, thirty minutes (30) in the case of the usher/doorman and at least fifteen (15) minutes in all other cases. At least one employee is assigned per open cash at the box office and at concessions. In the ninety (90) minutes after the opening of the cinema to the clients, the Employer will assign an additional salaried person at work, according to the priority needs of the cinema.
- b) However, the Employer can reduce the minimum staffing above as of 15 minutes after the beginning of the last movie according to operational needs. However, two (2) salaried persons must remain at work except for Monday, Wednesday, Thursday and Sunday evening where the Employer can reduce the minimum staffing at 1 salaried person according to operational needs.
- c) As needed, the Employer may assign an employee to the function of maintenance clerk as described in Annex 'C'.

12.03 Reserved Work

Management is not allowed to do the work of covered by bargaining unit, except in the following cases:

- a) Emergency or *force majeure*;
- b) Absence, delay or unforeseen departure of a scheduled person;
- c) Unexpected turnout;
- d) Cancellation calls at the last minute which doesn't leave enough time for management to do the calls.
- e) Training of salaried person
- f) When the shift cannot be cover because of a lack of availability. This clause cannot have the effect to delay the hiring of new salaried person.

In spite of the preceding, the parties agree that;

Management or a person mandated by management is allowed to perform any prospective work, or implementation and necessary adjustment for the optimal running of the cinema; as long as it does neither affect nor take away working hours to salaried persons whom could have been assigned to do the same said work. The application of this article should not have the effect of delaying the

hiring of new salaried persons. As an example, the management could perform or ask a non-salaried person to perform certain duties for training or development goals.

12.04 Duration of the exceptions of reserved work

The cases mentioned in 12.03 b), c) and d) will only last for the time required to find either a replacement or the required additional staff, according to the following procedure:

- a) By an employee already assigned to work the same day, and in such a case, for the time needed to complete the work schedule of the missing employee, or a minimum of two (2) hours, according to the order of priority;
- b) If subsection a) does not allow finding a replacement, then the employer must proceed to calling staff that have already expressed their ability for a call to work, according to the order of priority, in order to fill the needed position.
- c) The implementation of this clause shall not create a situation of overtime;
- d) The employer takes note of the calls made in application of this article and, upon request, provides a copy of the latter to the Union.
- e) The grievance procedure is not applicable when it is impossible to find a replacement. However, the employer must have previously done the calls provided by article 12.05 and have given a copy of the calling list to the shop steward.

12.05 Cleaning

Cleaning assignments, such as cleaning of walls and ceilings or ventilation grills and other similar work can be made by the people assigned to the schedule as ushers, concession or box office during the hours of operations of the concessions or of the cinema if time allowed them to do so otherwise the Employer assign outside of the operation hours.

In the cases mentioned in the preceding paragraph, all salaried persons involved in these jobs shall be provided with overalls or work clothing.

Article 13 Working Hours

13.01 Minimum Working Hours

The minimum work shift is of four (4) hours at the regular hourly wage. However the minimum work shift can be of three (3) hours at the regular hourly wage in case of employees meeting.

13.02 Hours of Work

- a) The hours of work are calculated in fifteen (15) minute intervals but all salaried persons must be at the disposition of the Employer until the end of his shift. However, the dispositions planned in 12.02b) have priority in the application of this article.
- b) For the purposes of the calculations of pay, the total time which the salaried person is available to the Employer is considered as work time.
- c) The salaried person must use the punch clock to confirm their hours of presence at work,

both at the start and end of their shift.

- d) If the salaried person arrives after the beginning of his assigned shift, the salaried person will get paid according to the real time of beginning of his shift. The same will apply if the salaried person leaves work before the end of his shift. The person will get paid by the minute.

13.03 Preparation and Intermissions

As far as the requirements of the distributor and of programming allow, there are at least fifteen (15) minutes of intermission between each feature presentation.

13.04 Overtime

Are remunerated at time and a half, all the hours worked;

- a) Over forty (40) hours of work in the same week;

b) More than eight (8) hours in a day if the salaried person is only available for eight (8) hours that day, and at the request of the employer, the salaried person's work shift is extended for more than eight (8) hours.

There should not be any duplication of daily and weekly overtime.

13.05 Night Work

- a) Excluding those assigned as maintenance clerks or as usher-doorman, all hours worked between midnight (1:00am) and six in the morning (6:00am) will receive a one (\$1) dollar bonus.
- b) For the salaried persons who works as usher, all hours worked between midnight (1:30am) and six in the morning (6:00am) will receive a one (\$1) dollar bonus.
- b) Further to a preliminary agreement with the Employer, who cannot refuse without valid motive, when a salaried person is working and that his only method of returning home is public transportation and that at the end of his work shift it is no longer available, the Employer then defrays, upon presentation of a receipt, the cost of the taxi or any other legitimate and recognized similar service directly from the workplace to his home, up to a maximum of thirty dollars (\$30.00), for those who must work until:
 - i) Less than fifteen (15) minutes before the closure of the regular service of public transportation.
 - ii) Less than thirty (30) minutes after the opening of the regular service of public transportation.

Article 14 Breaks

14.01 Daily Rest Breaks and Meal Breaks

- a) An employee that works four (4) hours, but less than eight (8) hours in the course of one day, is entitled to one remunerated break of fifteen (15) minutes, a second remunerated break of fifteen (15) minutes is allotted to an employee that works eight (8) hours but less than twelve (12) hours, a third remunerated break of fifteen (15) minutes is allotted to an employee that works thirteen (13) hours but less than fourteen (14) hours and a fourth remunerated break of fifteen (15) minutes is allotted to an employee that work fourteen hours and more.

An employee that works five (5) hours but less than ten (10) hours in the course of one day, is entitled to one remunerated meal break of thirty (30) minutes, and a second remunerated meal break of thirty (30) minutes is allotted to an employee that works ten (10) hours but less than fifteen (15) hours and a third unpaid meal break when is allotted to an employee that work fifteen hours and more, all of which is illustrated in the table below:

Total of hours worked	Break	Lunch Break	Total
	15 minutes	30 minutes	
4	15 mins	0	15 mins
5	15 mins	30 mins	45 mins
6	15 mins	30 mins	45 mins
7	15 mins	30 mins	45 mins
8	30 mins	30 mins	60 mins
9	30 mins	30 mins	60 mins
10	30 mins	60 mins	90 mins
11	30 mins	60 mins	90 mins
12	30 mins	60 mins	90 mins
13	45 mins	60 mins	105 mins
14	60 mins	60 mins	120 mins
15 hours or more	60 mins	90 mins	150 mins

- b) The hours worked are those between the beginning of the assigned shift to the end of the assigned shift, including breaks;
- c) The first break has to be taken at least 1 hour after the beginning of the shift;
- d) The last break must be taken at least one hour before the end of the work shift.
- e) Thirty minutes after the box office is closed, the employer cannot give a meal-break unless there is a mutual agreement with the salaried person.
- f) The meal period must be taken no more than six (6) hours after the beginning of the assigned work, except if there is an agreement with the salaried person.
- g) Through mutual agreement with the management of the cinema, the rest breaks and/or the meal breaks may be combined.

14.02 Break Times

Break times are taken in rotational manner so as to cause no interruption in the service provided to patrons. These breaks are determined by management.

Article 15 Statutory Holidays

15.01 Definitions

- a) The following statutory holidays are recognized as such for the implementation of the present agreement:

- New Year's Day
- Good Friday
- Victoria Day
- St. Jean Baptiste Day
- Canada Day
- Labour Day
- Thanksgiving
- Christmas

b) The same applies for any other day legislated as a holiday by the government.

15.02 Remuneration and Minimum Compensation

The salaried person who has completed their probation period and respects the following conditions has a right to the following indemnities on holidays as mentioned in article 15.01;

- (a) If a salaried person is scheduled to work a holiday, he will earn double time.
- (b) Additionally, salaried persons who have accumulated more than eighteen (18) months of seniority that work on the 24th or 31st of December after 6.00pm will earn double time despite these days not being holidays as far as per this collective agreement. The compensatory indemnity does not apply for these days.

The salaried person hired before November 15th 2013 at Cineplex Entertainment LP will be paid double time on these days without restrictions.

- (c) The compensatory indemnity for salaried employees who have accumulated more than eighteen (18) months of seniority shall be calculated as such: if the salaried person is not assigned to work on a holiday as per article 15.01, they will receive an indemnity equal to the number of hours worked during the previous 28 days, divided by the number of days worked during the same period, before the holiday in question. This indemnity is paid at the regular wage. To qualify, the salaried person must have worked a minimum of fifty two (52) hours in the twenty-eight (28) calendar days before the holiday; otherwise the indemnity calculated in 15.02 e) will be paid. However, if the indemnity in 15.02 e) is higher, the latter will prevail.
- (d) When a holiday occurs while a salaried person has taken paid vacations, he will receive, in addition to his regular vacation pay, the compensatory indemnity as per article 15.02 e).
- (e) Salaried persons who have accumulated less than eighteen (18) months of seniority will have their compensatory indemnity calculated by the following: if the salaried person is not scheduled to work on one of the holidays as stated per article 15.01, he will receive an indemnity equal to one-twentieth (1/20) of the salary earned in the last four (4) weeks of pay preceding the week of the holiday, excluding overtime.
- (f) It will be recognized that the method of payment established prior to the establishment of the 2013 agreement will be maintained for all salaried persons hired before November 15th, 2013 and employed by Cineplex Entertainment LP at the signing of the collective agreement.

Article 16 Holidays

16.01 Period of Reference

The period of reference for the calculation of vacation is from May 1 to April 30 of the following year.

16.02 Calculation of Vacation

The vacation pay is calculated on the wages earned by the salaried person over the course of the reference year. The vacations and indemnities are given in the manner below. A salaried person who, at the end of the reference year, does not have a complete year of seniority has a right to an amount equal to four (4) percent of their total gains for the reference period. The other employees have a right to the vacations calculated as follows based on seniority:

Under 1 year	4%
One year to five years	4%
Five years to ten years	6%
Ten years to twenty years	8%
Twenty years and more	10%

16.03 Choice of Vacation Period

- a) Salaried persons make known their choice of vacation period at least four (4) weeks in advance of the schedule during which it starts, in writing;
- b) The employer must confirm the request for vacation a maximum of three (3) weeks after such a request has been formulated. Requests for vacation are not refused, except for just cause. The need of personnel in order to fulfill the operational needs of the cinema can be considered as a just cause for the purpose of the present article;
- c) If two or more requests for vacation are made at the same time, for the same vacation period, the order of priority will prevail for the choice of vacation periods
- d) The requests for vacations are handled by the Employer in priority order by date of receipt. As such, an approved vacation cannot later be canceled to allow a more senior person, who made their request later, to take vacation at the same time.

16.04 Method of Payment

- a) The vacation pay is paid during the regular pay preceding the beginning of the period of holidays or during the regular pay in the course of which the salaried person takes its holidays according to the choice of the salaried person. The salaried person has to ask for its holidays by the system of pay according to the planned schedules.
- b) Vacations have no monetary value. They must be taken, at the latest, twelve (12) months after the reference period.

Article 17 Sick Leave

17.01 Bank and Mode of Payment

- a) At the start of each year, the Employer credits each salaried person a bank of sick leave equivalent to five (5) days of work, the number of hours composing each day of work being equal to the average hours of work done by each salaried person in the previous year (Total of hours worked for year beginning January first on December 31st, divided by fifty (52) weeks). On request, the salaried person can be informed by a member of management of their sick leave hours remaining. Following which, if a salaried person is absent from work for medical or injury reasons for more than one (1) consecutive shift, that salaried person will be reimbursed the salary lost for the following shifts until they have used their credited number of sick leave hours.
- b) The maximum number of hours in the sick leave bank is forty (40) and these hours are not cumulative or have monetary value.
- c) The salaried person must present the Employer with a medical note after the second consecutive day where they were unable to work for medical reasons. The Employer may request a second opinion at their own expense.

Article 18 Personal Leave

18.01

- a) Any employee is entitled to a paid leave of absence in the following cases:
 - For his or her marriage: five (5) days;
 - For the birth or adoption of a child: five (5) days;
- b) Any employee having completed the probationary period is entitled to leave of absence without pay in the following cases:
 - For the marriage of his or her father, mother, brother, sister: the day of the event;
 - For the marriage of his or her son or daughter: two (2) days.

18.02 Bereavement Leave

The salaried person receives their regular wages for the shifts they were supposed to be present at work. The leave concerns consecutive days following the death:

- a) In the event of a death of a father, mother, sister, brother, grandmother, grandfather, the salaried person is entitled to a bereavement leave of three (3) days following the day of the death. The salaried person receives his regular salary for the shifts that he is scheduled to be at work for;
- b) In the event of a death of wife, husband or child, the salaried person is entitled to a bereavement leave of five (5) days following the day of the death. The salaried person receives his regular salary for the shifts that he is scheduled to be at work for;
- c) For the purposes of application of the present clause, husband/wife means a person having a relationship as a couple and having a communal life with a salaried person, for more than one (1) year;

- d) Furthermore, the Employer permits, on request, every salaried person to be absent from his work without pay, at the time of the death of a parent other than the ones designated specifically in the present article, as well as for the period of mourning following the death in the family.

18.03 Leave without Pay

- a) Subject to fifteen (15) day advance notice, a salaried person who has over a (1) year of seniority can be absent from work without pay for any personal reason for a maximum period of eight (8) months during a period of twelve (12) consecutive months.
- b) A maximum of eight (8) salaried persons can take such a leave at the same time. However the seventh and eighth leaves without pay are given to a salaried person who asked the leave without pay for reason concerning study, with justification papers. Such a leave will not be refused without just cause;
- d) Upon return from such leave, the salaried person will be assigned work, according to their availability, once the Employer makes calls for shifts or adds shifts to the current schedule. The salaried person will be assigned to work on the next work schedule normally made.
- e) The advantages enumerated at the article 26.03 and 26.04 of the present collective agreement will be in application only for the first 2 months of the leave without pay.

Article 19 Family Leave

19.01 Maternity Leave

- a) The salaried persons benefit from numerous family leaves as follows: maternity leave, paternity leave, parental leave, and family obligation leave. These are in accordance with the conditions foreseen by the *Law of Work Norms of Quebec* and of the *Quebec Regime of Parental Assurance*
- b) In addition to the benefits foreseen by the law, the salaried person who takes parental leave and returns to work after this leave has a right to a lump sum of \$600.

To benefit from this payment, the salaried person must have worked four hundred (400) hours in the six (6) months preceding the date of the parental leave, or have been working over a year before the leave. Additionally, they must work thirty (30) hours in the four (4) weeks following their return to work or work sixty (60) hours in the three (3) months following their return to work.

19.02 Leave for Family Obligation

A salaried person can absent themselves from work, without pay, for ten (10) days per year to fulfill their obligations regarding the health, safety, or education, of their child, the child of their partner, their father, their mother, their sister or brother, or one of their grandparents. A day may also be divided (in half days, as an example) if the Employer consents.

Article 20 Union Leave

20.01 Union Leave without pay

A person designated by the Union, can, at the rate of a maximum of two (2) people at a time, on two weeks' notice from the Union to the Employer (except in an emergency case), be away from his work, without pay, as union leader of the 262 local section, as delegate of the Union to the Congress of the International Alliance (IATSE), Canadian Labour Congress (CLC), and the Federation of Workers (FTQ), or Council of Workers of Metropolitan Montreal (CTM), or as director, delegate or representative in these instances. However if a salaried person take a leave without pay as a leader of the 262 local section, that leave will be include in the total number of leave without pay describe at article 18.03b)

20.02 Maintenance of Seniority and Priority

A salaried person who benefits from a leave as described in the present article does not suffer any loss of seniority or priority.

20.03 Paid union leave

- (a) The Employer accepts to give to any salaried person name by the Union, a leave without loss of seniority and priority in order to participate to the union activities required by its functions. A maximum of 2 members at the same time will be allowed to go on leave for a maximum period of three days at the time. The salaries persons will receive their salary in accordance with article 20.03(d) below.
- (b) The Union will advise the Employer in written in a delay of fourteen (14) opening days preceding the leave.
- (c) The demands of leaves permissions will be presented to the Employer in written and will mention the date or dates of absence, the name or names of the concerned salaried persons, the reason of the absence, the number of hours and the salary rate to be paid for each of the concerned members.
- (d) The Union will be responsible for the payment of the salaries of the salaried persons during their absence. However, the Employer is committed to remunerate the salaried person in function of the modalities and directives transmitted by the Union. In such cases, the Union is committed to reimburse the Employer in the following height (8) days following the reception of the bill. That bill will include the cost of salaries (vacation percentage include) and also all the social charges paid and assumed by the Employer.

It is clear and understand that Cineplex Entertainment is in any way the Employer in such cases and only act as the "paying agent".

Article 21 Leave for Legal Matters

21.01 Matters to which the Employee is not a Party

A salaried person summoned under the authority of a court to act as a juror or to appear as a witness before a court or a quasi-judicial organization, before a coroner, before the fire commissioner or inquiry commission, in an action of which he is not a party to, receives the difference between what he receives to act as such and his regular salary for the period of time that his presence is required in these instances.

21.02 Matters to which an Employee is a Party

A salaried person called to appear in an action of which he is party to by reason of actions that happened in the exercise of his duties will not have a deduction in pay as a result of his actions.

Exception: if the procedure is with his Employer.

Article 22 Collective insurance plan

The employer agrees to deduct on the pay of the salaried person a contribution to the health and welfare plan. The amount of the contribution will be established by the Union depending of the health and welfare plan chosen by the member in a general department assembly. The employer will be advised of the amount of contribution according to the method indicated in article 5.03 c) and the remittance will be done according to the procedure in article 5.04.

Article 23 Leave for Public Duty

23.01 Right to Participate

The Employer recognizes salaried persons' exercising of their right to participate in public affairs and assists them in the exercise of this right according to the law.

Article 24 Lay Off and Closures

24.01 Reduction of Personnel

- a) Any reduction in the number of salaried persons, not due to the closing of the establishment, is done in an inverse order of priority.
- b) The call backs are then made in order of priority.

24.02 Temporary Closing

- a) Excepting cases of irresistible force, in all cases of temporary closing, the Employer gives employees a one (1) month notice, or in lieu thereof, pays employees the salary for the entire period where such a notice was not given.
- b) In the case of a temporary closure of a cinema, the persons who were employed at the time of closure are recalled according to the order of priority before any new hiring.

24.03 Closure or Prolonged Lay Off

- a) In cases of closure or lay off foreseen six (6) months or more in advance, the Employer commits to respect all above provisions provided by the law on the standards of work and, moreover, to send the same notice, and within the same time allotment required by the Ministry of Labour, to the Union, by virtue of the law on the formation and professional qualification of the workers, in order to facilitate the reclassification and retraining of affected salaried persons;
- b) If there is a failure to give warning as indicated above, the Employer pays the salary for the

period of the advance notice. The weekly salary is established as the average weekly salary during the complete pay periods of the three (3) months preceding the cessation of employment or layoff.

24.04 Reclassification

- a) The Employer offers to salaried persons affected by a lay off or a closure all work that becomes available in another one of their cinemas accredited by the Union, before any hiring of new personnel, and this, having maintained their right of seniority.
- b) This work offer concerns only jobs covered by the bargaining unit;
- c) A list to this effect will be made by the mixed committee and the offers of work will be done by seniority.
- d) It is understood that once a salaried person refuses a reasonable offer of employment in another cinema of the Employer that is accredited by the Union, that this refusal will be deemed as a refusal of work and a resignation, unless such refusal is motivated by work language issues or transport difficulties.

Article 25 Uniforms

25.01 General Provision

The Employer requirement in terms of uniforms and personal hygiene must be respected by the salaried person. The Employer continues to provide the uniform pieces that he provided in the past at the moment of the start of the negotiation of the present collective agreement. If the Employer wished to modified the color of the pants or any other accessory that the salaried persons need to provide, he must consult with the mix committee first.

Article 26 Miscellaneous Clauses

26.01 Changing Rooms and Rest Areas

- a) The Employer maintains, on the work site, separate changing rooms or permitting sufficient privacy for both sexes. These rooms are kept up appropriately and equipped with individual lockers in sufficient numbers. Salaried persons can put on their own personal padlock to lock their locker. The cleaning of the site is under the responsibility of the salaried persons.
- b) The Employer installs and maintains, on the work site, closed rest areas, of a sufficient size for salaried persons. These areas / rooms are furnished with a sufficient quantity of tables and chairs
- c) The changing rooms and rest areas are heated and adequately ventilated.

26.02 Responsibility for the Cash Register

The salaried employee responsible for a cash is liable in cases of deficit of the cash if there is fraud or misappropriation of funds. The salaried person is responsible, but not liable, for all deficit and errors on the cash if the following circumstances occur:

- (a) the salaried person responsible was able to personally verify the content of the cash at the start and end of their work shift;
- (b) the salaried person had exclusive access to the cash during their shift;
- (c) the salaried person was able to verify all deposits and withdrawals.

26.03 Food and Beverages

- a) Upon presentation of an authorized Identification paper and a coupon from the cinema of origin, when buying food or beverages at any Cineplex Entertainment cinemas in Quebec, salaried persons have a fifty (50) percent discount on all fountain drinks and popcorn sizes. Additionally, the salaried persons are entitled to a thirty percent (30%) discount on all other products serve at cinemas (to the exception of Tim Hortons, VIP cinema or any other franchise concept). The rebate doesn't apply to combos, promotions and product from the bar. This program is for the personal consummation of the salaried person only. It is to note that the principal concession of the VIP is not part of the exceptions.
- b) When the salaried person works, the salaried person is also allowed a free pop-corn and a free drink or regular coffee, in respect with the Employer format. For all other product during break, the employee benefit of the employee price for is purchase according to Cineplex Entertainment politics.

26.04 Complementary Tickets

Upon presentation of an authorized cast pass; salaried persons maintain the right to see films for free, with one guest, of their choice, every day of the week, in all Cineplex Entertainment cinemas in Canada. The free passes are valid from the opening to the closing of the cinema except for premieres, special screenings, when the cinema is sold out or when it is prohibited by distributors (for the period planned by the distributors) or institutions or organisms, to accept free passes of all kind. This privilege is not exchangeable, nor cashable. In the case of the D-Box movies, the employees must pay the same supplement as the clients.

The present clause will be revised in mixed committee in sixty days (60) following the signature of the collective agreement in what concerned D-Box movies.

Article 27 Civic Accountability

27.01 Protection

The Employer protects the salaried persons against any monetary claim from a third party following an act or an omission of a salaried person in the exercise of his duties.

27.02

This protection extends to judicial costs incurred by a third party civil sult.

27.03

The Employer, if called upon to pay out compensation in the application of this article, cannot take any action to recuperate the amount lost, against the salaried person, except in the case of a serious fault or gross negligence.

27.04

The presence of the salaried person, required for final preparation, for attendance or as witness will be done without a loss of salary.

Article 28 Union Life

28.01 Notice Board

- a) The Employer puts a notice board at the disposition of the Union, to be used exclusively by the Union. It is understood that no content will be permitted that is defamatory to the Employer or its representatives.
- b) The location of this board is determined by the Union, in conjunction with the Employer.

28.02 Use of Facility

- a) With the Employer's consent, the Union can hold meetings of its members in any and all rooms covered by this agreement, as long as they are available and it does not interfere with the operations of the cinema;
- b) The use of the room is without cost, unless its use results in extra costs, in which case, they will be assumed by the Union.

28.03 List of Salaried Persons

Within the first thirty (30) days of the signature of the Collective Agreement and, thereafter, on February 1st and August 1st of each year, the Employer furnishes the Union with a complete list, in alphabetical order, of salaried persons, indicating for each:

- Surnames and first names
- Personal address
- Telephone number
- Date of birth
- Date of hiring
- Seniority
- Priority

Salaried persons are responsible for advising management of any changes to this list.

28.04 Shop Stewards

- a) The Union must name, for the specific location targeted by the agreement, a shop steward who represents it in the application and interpretation of the agreement;
- b) In addition, the Union must name, for the specific location targeted by the agreement, an assistant shop steward who, in the absence of the steward, will have the same functions as him;
- c) The Union must name a sufficient number of stewards to ensure that, as much as possible, there will be a regular presence on the work site.
- d) The Union advises the Employer of the identity of the stewards and their assistants.

- e) The functions of the shop steward and his assistant consist of, amongst others, to:
 - i) Represent the Union on the work site.
 - ii) Make inquiries into grievances and assist salaried persons who may need help in presenting their grievance according to the grievance procedures;
 - iii) Participate in negotiations with the Employer.
- f) The shop steward may be absent from work temporarily, without a loss of salary, to fulfill his duties. Before departing his post, the steward obtains the permission from his immediate superior. This permission will not be refused, other than for valid reasons. When he returns to his position, the steward advises his immediate superior.

28.05 Changes in the Establishment

The Employer informs the Union at least thirty (30) days in advance of administrative changes, as well as technological changes or others that are likely to have consequences on the working conditions of all salaried persons governed by the present Collective Agreement.

Article 29 Mixed Committees

29.01 Composition

The parties put into place a mixed committee with equal members from both sides, composed of a maximum of three (3) persons representing the Union and a maximum of three persons representing the Employer, one of which is the director of operations for Quebec, or in his absence, the district director.

29.02 Role

- a) The committee meets to settle all matters related to work relations, security, or any other matter that requires a reciprocal consultation. The committee serves to discuss and find an understanding on all questions relative to the application and interpretation of the agreement and to the working conditions, including the elaboration and alterations of the descriptions of new or existing duties, as well as professional training;
- b) The committee also draws up the recommendations relating to technological changes, renovations or modifications to equipment or the building that influences the working conditions of salaried persons governed by the present agreement;
- c) The committee can make any recommendations as it relates to health and security at work;
- d) The committee sees to the creation of various training programs managed jointly by the Employer and the Union.

29.03 Regular Meetings

The committee holds 2 regular meetings a year or at the demand of one of the parties. The meetings are normally held during the normal hours of work but can also take place during the working hours with agreement of the parties.

29.04 Special Meetings

In the case of emergency, either of the two parties can ask to have special committee meetings convene during working hours.

29.05 Procedure and Minutes

- a) The committee works by consensus of members.
- b) The committee records minutes of their work and communicates their recommendations, in writing, within two (2) weeks, to salaried persons, the Union and to whomever else required.

29.06 Remuneration

When attending regular committee meetings, salaried persons who represent the Union receive remuneration of one (1) hour before or after their required service. If special meetings are called during work hours, the persons can be absent from work, without loss of pay, for the duration of the meeting but their presence will be part of the minimum staffing.

Article 30 Health and Safety

30.01 Declaration of Principle

The Union and the Employer recognize the importance of maintaining the best health and safety conditions.

30.02 Legislation

The Employer, the Union and the salaried employees commit to respect the pertinent laws and regulations dealing with health and safety of workers and to put the provisions into effect diligently.

30.03 Reports and studies

The employer agrees to give to the mixed committee a copy of all accident reports concerning a salaried person. If the employer has a study conducted on health and security of the salaried employees, the employer will submit a copy to the Union of the study's results.

30.04 Safety Equipment

The Employer provides the salaried persons security equipment that is normally used for the work that they do.

30.05 Assistance Programs

- a) The Employer and the Union recognize alcoholism and other drug addictions as illnesses which require appropriate treatment (all steps contributing to the rehabilitation of the person);
- b) Before imposing a disciplinary or administrative measure related to these illnesses, such as dismissal or suspension, the Employer agrees to refer the case to the mixed committee and

to offer the employee concerned a leave of absence without pay, in order to follow the appropriate treatment. Such a leave does not involve a loss of seniority and priority;

- c) Upon his return to work, the employee reclaims the work position that he held at the time of his departure, with all his rights of seniority and priority;
- d) The employee who refuses to follow the appropriate treatment or who repeats the offence could have a disciplinary or administrative measure imposed upon him, subject to his right to contest the measure by way of a grievance.

Article 31 Psychological Harassment

Any salaried person has a right to a work environment exempt of psychological harassment. Psychological harassment is defined as being a vexatious conduct which manifests itself through behaviors, words, acts and other repeated gestures that are hostile or undesired, which infringes upon the psychological or physical dignity or integrity of the salaried person and that results into, due to the latter, a harmful workplace.

Salaried persons who are victims of such behaviors can invoke the dispositions as present in the *Loi sur les Normes du Travail*, proceeding through a grievance procedure as outlined in the present collective agreement.

The reasonable exercise of management rights do not constitute as being harassment.

Article 32 Disciplinary Measures

32.01 Warning

A warning is a verbal or written notice from the Employer, whose goal is to draw a salaried person attention to his duties.

32.02 Reprimand

A reprimand is a written warning enabling the salaried person to make amends, subject to the other clauses of the agreement. A reprimand is normally preceded by a warning.

32.03 Imposition of Disciplinary Measures

All disciplinary measures imposed on a salaried person must correspond to the severity and frequency of the mistake of the salaried person, taking into account, if called for, mistakes committed by the salaried person that have been subject to a written warning or a still valid reprimand.

32.04 Gradation of Sanctions

Despite the notion of gradation of sanctions being desirable, the Employer is not restricted to a verbal or written warning when the offense committed is of sufficiently significant severity.

32.05 Notice of Disciplinary Measures

- a) The Employer gives a written warning of disciplinary measures to all salaried persons who

become the subject of such measures within twenty (20) days following the acknowledgement of the event. A copy of the warning is sent to the Union; As a last resort, in the impossibility to hand it to the salaried person, a copy of the notice can be sent to the Labor union to meet the deadlines.

- b) The warning must indicate the nature of the disciplinary measures, as well as the reasons for the warning, and it must be signed by a representative authorized by the Employer;
- c) Under no circumstances is the signature, indicating the receipt of disciplinary measures by a salaried person, be interpreted as an admission or confession on his part.

32.06 Disciplinary File

- a) Every employee can have access to his disciplinary file. On this occasion, he can be accompanied by a person representing the Union.
- b) With the written permission of the salaried person concerned, a person representing the Union can familiarize themselves with the disciplinary file of a salaried person;
- c) All disciplinary measures are removed from the disciplinary file of a salaried person after a period of twelve (12) months, except in the case of a repeat offence during this same twelve (12) month period. A disciplinary measure may not remain in the file of a salaried person for a period over eighteen (18) months.

A salaried person, who believes he is wronged by a disciplinary measure, a warning, a reprimand, the contents of his disciplinary file, or by any other notice or similar measure, can turn to the grievance procedure provided for by the present agreement.

32.07 Union Representative

A person representing the Union must be present when the Employer imposes a disciplinary measure. If that person is not available at the moment that the disciplinary measure is given, the employer has to communicate with the business agent of the general department so he can assist the meeting or can authorize the employer to use the salaried person with the most seniority to act in the quality of a witness during the meeting.

Article 33 Grievance Procedures

32.01 Definition

A grievance is any disagreement relative to the interpretation or the application of the present Collective Agreement.

33.02 Presentation of the Grievance

- a) Any salaried person, accompany or not, by the Union shop steward or a Union representative can, before filing a grievance, try to resolve his problem by meeting with the general manager or one of his representative.
- b) In order to settle in brief delay, any grievance that can occur during the present collective agreement, the parties will respect the following procedure:

i) The Union must submit the grievance in writing to the director of the establishment or his representative within a twenty (20) day period of knowing about the event that gave rise to the grievance;

ii) The director of the establishment or his representative must respond in writing within the fifteen (15) days following the date that the grievance is received.

iii) If the answer of the director of the establishment or his representative is not believed to be satisfactory, or if it is not given within the time period in paragraph (b), the Union can, in the forty-five (45) days following the receipt of the grievance, advise the Employer or his representative of his intention to carry the grievance to arbitration;

iv) Following the notice provided for in the preceding paragraph, the parties have fifteen (15) days to agree on the choice of an arbitrator and in the absence of an agreement, the Minister of Labour will be asked to name one, following the clauses of the Labour Code.

33.03 Preliminary Objections

Any preliminary objection is communicated to the other party at least thirty (30) days before the date fixed for the hearing of the grievance.

33.04 Jurisdiction of the Arbitrator

a) The arbitrator must render his decision based on the clauses of the present agreement.

b) The arbitrator is not permitted to amend, alter the agreement, to render a decision contrary to the clauses of the present Collective agreement, nor to add anything to whatsoever.

33.05 Final Decision

The decision of the arbitrator must be justified, and given back in writing within sixty (60) days following the end of the hearing; it is final and binds the Employer, the Union and all the salaried persons.

33.06 Payment of Fees

The Employer and the Union each pay half of the fees and expenses of the arbitrator. The cost of the transcript of steno notes, witnesses, etc, must be paid by the party who requests such transcripts, witnesses, etc.

33.07 Delays

The parties can agree beforehand, by written agreement in each particular case, to prolong the delays provided for in the present article.

33.08 Written Agreement

All written agreements between the Employer and the Union, in connection with any stage of the procedure of the regulations of grievances and arbitration, are final and binds the Employer, the Union and all salaried persons.

Article 34 Student Salaried Persons

The Employer undertakes to facilitate the pursuit of studies to salaried persons, notably concerning the hours of work and days without pay.

Article 35 Annexes

The annexes are an integral part of the agreement.

Article 36 Duration of the Agreement

36.01

The present collective agreement comes into effect October 1st 2017 and end on September 20th 2020. Notwithstanding the above, the new wages and premiums planned at Annex A will be effective as of December 22nd 2017.

36.02

Notwithstanding clauses of 35.01, the clauses within the present Collective Agreement remain in effect until the signature of a new Collective Agreement.

In testimony whereof the parties have signed, through their duly authorized representatives, in Montreal, the first (1st) of October 2017

CINEPLEX ENTERTAINMENT

ALLIANCE INTERNATIONALE DES
EMPLOYÉS DE SCÈNE DE THÉÂTRE ET DE
CINÉMA DES ÉTATS-UNIS ET DU CANADA
(IATSE), SECTION LOCALE 262

Annex 'A'

1. REMUNERATION

- (a) All salaried persons except the stock/maintenance clerk are paid at the rate established in the following board that recognizes the experience of the salaried persons.

Levels:

- Level 1: Under (six) 6 months of seniority.
 Level 2: Six (6) months, less than 18 months of seniority.
 Level 3: Eighteen (18) months, less than two (3) years of seniority.
 Level 4: Three (3) years, less than four (4) years of seniority.
 Level 5: Four (4) years, less than five (5) years of seniority.
 Level 6: Four (5) years, less than ten (10) years of seniority.
 Level 7: More than ten (10) years of seniority.

Seniority	Signature	May 1 st 2018	May 1 st 2019
Level 1	\$11.40	\$11.40	11.40\$
Level 2	\$11.50	\$11.85	12.20\$
Level 3	\$11.60	\$11.95	12.30\$
Level 4	\$11.75	\$12.10	12.45\$
Level 5	\$11.88	\$12.24	12.60\$
Level 6	\$12.11	\$12.40	12.75\$
Level 7	\$12.27	\$12.55	12.90\$

- b) When the employer assigned a salaried person to perform the duties of the stock/maintenance clerk position identified at annex C, the Employer will pay a bonus of one (\$1.00) for all the hours work as maintenance clerk.
- c) The Employer agrees to gives, on top of the above rates, bonus or commission implemented at the cinema Forum by Cineplex Entertainment.
- d) If the Employer wish to assigned a salaried person in quality of corporative trainer, to do the training of newly hired salaried persons or any similar task, a bonus of \$0.35/hour will be given for all the hours that the salaried person was assigned to perform as a corporative trainer.
- e) A salaried persons who obtained the post of crew chief will have a bonus according to the following grid, for all hours work assigned as crew chief;

- Level 1 : hiring bonus as crew chief until two (2) years of service as crew chief.
 Level 2 : More than two (2) years of service but less than four (4) years
 Level 3 : More than four years of service as crew chief

Anclenneté	
Échelon 1	0.35\$
Échelon 2	0.45\$
Échelon 3	0.55\$

2-Back pay

In the thirty (30) days following the signing, the Employer pays salaried persons still employed by Cineplex Entertainment at the time of the signing a lump sum for retroactive pay for each regular hour worked as follows :

1. For the hours worked at level 2 and 3 of paragraph a) of Annex 'A': \$0.15 per hour since the end of the contract and until the signature of the new contract.
2. For the hours worked at level 4 through 5 of paragraph a) of Annex 'A': \$0.20 per hour since the end of the contract and until the signature of the new contract.
3. For the hours worked at level 6 through 7 of paragraph a) of Annex 'A': \$0.25 per hour since the end of the contract until April 30th 2017 and \$0.30 per hour since May 1st 2017.

Annex 'B'

Job description – stock/maintenance clerk

- 1- Clean and organize the stockroom of the cinema
- 2- Reception and stockage of all the merchandise received by the furnishers during and outside the operational hours of the cinema.
- 3- Verification and replacement of all the lamps, when the other salaried person doesn't have the time to do it during their regular assignation.
- 4- General maintenance including minor reparation: seats, painting and other relative work.
- 5- When needed, preparation of coffee during press screening
- 6- Cleaning of vents and hoods.
- 7- When needed, redistributed the merchandise received to the appropriate places according to the directives.
- 8- To perform work relative to recycling when it is perform outside of the operational hours.
9. Can also perform certain task relative to the opening of the cinema.
- 10- Any other similar task demand by the Employer.

The tasks enumerated above are not limitative.



Annex 'C'

Letter of agreement relative to the use of persons in a social insertion stage

The union must at all times be informed of the use of persons in social insertion stages. The employer must submit to the Union two (2) weeks prior to the start of the stage's period the following information:

The name of the person in the stage;
The name of the cinema concerned
The date of the start of the stage
The date of the end of the stage

It is understood that the employer agrees to not integrate more than one person per establishment.

The assignment of the person in the stage must at all times be in excess of minimum staff requirements.

It is understood that the affectation of this person does not modify in any way whatsoever the modalities of the present collective agreement, and that the employer must respect the assignments of the members and the affectations in sufficient numbers of salaried persons in the establishment.

If the employer decides to hire the person in the stage as a salaried person, this person shall be exempted from the probation period as defined in article 8.03, if this person has completed over 160 hours in the stage.

Annex 'D'

Letter of understanding in regard of marquees and work in height

Two (2) employees must be assigned at all time when there is a need to use a ladder for works in height. Also, the Employer must furnish a ladder that respects the health and safety regulations for such work.

Appropriate working clothes must be furnished by the Employer for such tasks.

In height means nine (9) feet and more.

Annex 'E'

Union certification

Letter of understanding No.1

Annex A

Wages

The wage rate planned to the Appendix A of the collective agreement of the 8 cinemas must be adjusted to be increased in the case the first collective agreement of the employees of cinemas Ste-Foy and/or Laval have higher wages than those planned in this agreement. The increase of wage rates will come into effect when the contents of the first collective agreement of the salaried person of cinemas Ste-Foy and/or Laval will be applicable to them. The adjustment on the pay of the salaried persons will be made in 30 days following the application of the Ste-Foy and/or Laval agreement.

The parties make a commitment to automatically and entirely report this clause without modifying the terms during renewal of the next collective agreement in the case working conditions of the salaried persons of cinemas Ste-Foy and/or Laval are still pending when the present agreement is due.

In testimony whereof the parties have signed, through their duly authorized representatives, in Montreal, the first (1st) of October 2017

CINEPLEX ENTERTAINMENT

**ALLIANCE INTERNATIONALE DES
EMPLOYÉS DE SCÈNE DE THÉÂTRE ET DE
CINÉMA DES ETATS-UNIS ET DU CANADA
(IATSE), SECTION LOCALE 262**

Letter of understanding No.2

The parties agree on the following;

The parties suit that there is a mutual interest to reach for a letter of agreement which handle various situations which could appear in particular towards the minimum staff required in the article 12.02 or other relevant articles. For that purpose; the parties agree to meet within the framework of a mixed committee in sixty (60) days following the signature of the collective agreement.

In testimony whereof the parties have signed, through their duly authorized representatives, in Montreal, the first (1st) of October 2017

CINEPLEX ENTERTAINMENT

**ALLIANCE INTERNATIONALE DES
EMPLOYÉS DE SCÈNE DE THÉÂTRE ET DE
CINÉMA DES ÉTATS-UNIS ET DU CANADA
(IATSE), SECTION LOCALE 262**