COLLECTIVE LABOUR AGREEMENT

**Cinema Cavendish**

**BETWEEN**

**Société ville lasalle S.E.N.C**

**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”**

**2009-2012**

## **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, agrees to fully cooperate, individually and collectively, in the achievement of these goals.

**1.02 General Clauses**

a) The present agreement consists of total 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 a 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 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**

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 given out by the Ministry of Labour and annexed to the present Collective Agreement.

## **Article 3 Definitions and Field of Application of the Agreement**

* 1. **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”: the persons authorized and designated to represent the Employer or the Employer, himself.

 d) “Union”: the persons authorized to represent the Union, or the Union itself.

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 work week 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, cleaning, or any other provider of services not normally undertaken by salaried persons under this collective agreement.

**3.03 Employer Responsibility**

a) In the case of lease, sub-lease, or loan, of its locale to third parties without cinema projection, the collective agreement continues to apply if the Employer supplies the personnel for the third party;

b) In the case of special cinema projection (ex: press or distributor screenings) without revenue, the provisions of the collective agreement do not apply;

c) However, when there is cinema projection outside of normal Employer programming (ex: film festival or similar), the minimum staffing is determined by the following parameters:

 i) One (1) salaried person per open cash if the concession counters are open;

ii) One (1) salaried person per open cash if the borrower does not provide their own ticketing system;

iii) One (1) salaried person per open cash if the bar is open, understanding that the salaried person may be only temporarily at the bar, or in intermittent fashion.

## **Article 4 Management Rights**

**4.01 General Clauses**

a) The Union recognizes that the exclusive rights of management lie with the Employer, to manage, to administrate his 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
* 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).

* 1. **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 areas of work and in areas that are in full view of employees, and a copy of all new policies are given to the shop steward and to the union office at least seven 7 days before the date is to go into effect.

c) The Union can contest the reasonable character of all new internal policies within 10 days of the effective date of the policy, via grievance and arbitration. In the case of arbitration, the arbitrator presented with the grievance has the ability to declare the policy reasonable or unreasonable.

d) If the arbitrator concludes that the policy is unreasonable, the policy will not be applicable. On the other hand, the arbitrator cannot modify a policy, but may simply give recommendations as to the working of such a policy.

## **Article 5 Union Security and Union Dues**

**5.01**

All employees must, as a condition of the 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 Membership**

Every new salaried person, upon being hired, must sign a request of Union membership, as a condition of employment. The Employer ask the new hired person to fill up the Union membership form at the same time as the other forms required by the Employer and the Employer 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 receipt 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:

1. The names of the salaried person for whom the deductions were made, as well as the amount deducted for each
2. The name of salaried persons who did not have any deductions.
3. For each salaried person, the number of hours worked the hourly rate, as well as the total income.

b) This statement will be sent in every thirty (30) days on a printed form, and if possible, in computerized format, useable by the Union.

**5.05 Salaried Person Excluded From the Union**

The Employer cannot be obliged to send a salaried person away 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**

The Employer commits to have as a speaker, for the purposes of administering, applying and interpreting the Collective Agreement, only persons designated by the Union to represent it. The Union provides the Employer with a list of persons who represent it.

**6.02 Delegate Presence**

Any meeting of a disciplinary nature between the employer and a salaried person, or between the Employer and a group of salaried persons must take place in the presence of a person mandated to represent the Union. If there is no union delegate nominated for the establishment, the employer must hold the meeting in the presence of another salaried worker, who will act as a witness.

**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 with a list of its managers/directors and supervisors, as well as the other persons liable to enter into a contract with 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. The Employer does not refuse any such permission in an unreasonable manner.

**6.06 Particular Understanding**

Any particular understanding modifying the 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, representing the Union. All understandings of this nature must be done in writing and approved by the Union, and cannot come into effect until ratified by the parties.

**6.07 Delegate Information**

The Employer advises the shop steward or his assistant of any course, seminar, conference which are given to the negotiation team.

**6.08 Copy of Communications**

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

**6.09 Information to New Salaried Persons**

a) The Employer gives a document prepared by the Union to every new salaried person, informing them, amongst other things, the name of the shop steward as well as his assistant name, and indicating the procedure to follow to contact them, as well as a copy of the Collective Agreement.

b) When the steward or his assistant is present at the place of work, the director or his representative introduces him to the new salaried persons;

c) In the course of the first thirty (30) days of work of a new salaried person, the shop steward or a representative can meet every new salaried person during work hours, without a loss of pay for the salaried person, this being at least thirty (30) minutes, at a time convenient for the director.

## **Article 7 Strike and Lock Out**

**7.01 Work Stoppage**

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

**7.02 Lock-Out**

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

## **Article 8 Hiring**

**8.01 Hiring Within the Bargaining Unit**

a) In the case of the creation of a new position; this position is posted for seven (7) days;

b) This position is awarded to the person with the most seniority and who has applied for it as long as he can perform the normal requirements of the task.

c) If the position cannot be filled according to this procedure, the Employer can hire a person from the outside.

**8.02 Opening of Positions (Excluding the Bargaining Unit)**

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

**8.03 Trial Period**

New salaried persons are on a trial period for one hundred and twenty (120) actual working hours for the Employer. A dismissal, firing, or lay off, throughout this period is not normally subject to a grievance procedure or arbitration. However, the Union can submit a grievance if it alleges 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) These lists are updated, posted and transmitted to the Union, at least two (2) weeks before the dates mentioned in Article 11.01.

c) In case of a dispute with the posted 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 these people.

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:

* + 1. Resignation
		2. Dismissal, except if the dismissal is voided by an arbitrator or in agreement between the Union and the Employer
		3. When availability’s are not given at the dates indicated at the article 11.01.
		4. After a complete 2 month period during which a salaried person didn’t work for any of the assignation that she was scheduled for.
		5. After an absence of more than 3 consecutive assignations at work without justification from the salaried person in the 2 weeks following the event.

**9.04 Maintenance of Seniority and Priority**

a) If a salaried person must cease working for the Employer because of closure or being laid off, 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) month 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 has worked for Cineplex Entertainment in another establishment occupying a position covered by this present agreement has his seniority acknowledged in this establishment.

## **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**

During the duration of the present collective agreement, the wages of all salaried persons must exceed the minimum wage mandated by the Government of Quebec. In cases of minimum wage increases, the parties agree to make adjustments to Annex ‘A’ in the following manner:

(a)the hourly wage of scale 1 will exceed by fifteen ($0.15) cents the minimum wage mandated by the Government of Quebec;

(b) the hourly wage of scale 2 will exceed by ten ($0.10) cents the hourly wage of scale 1;

(c) the hourly wage of scales 3 to 8 will be adjusted as follows:

i) if the increase occurs before July 1st 2010, 35% of the minimum wage increase mandated by the Government of Quebec to a maximum of $0.20 annually for the period of July 1st 2009 to June 30th 2010;

ii) if the increase occurs after July 1st 2010 and before June 30th 2011, 25% of the minimum wage increase mandated by the Government of Quebec to a maximum of $0.20 annually for the period of July 1st 2010 to June 30th 2011;

iii) if the increase occurs after July 1st 2011 and before June 30th 2012, 10% of the minimum wage increase mandated by the Government of Quebec to a maximum of $0.10 annually for the period of July 1st 2010 to June 30th 2012;

(d) the hourly wage of all scales of the stock clerk will be adjusted as follows:

i) if the increase occurs before July 1st 2010, 25% of the minimum wage increase mandated by the Government of Quebec to a maximum of $0.20 annually for the period of July 1st 2009 to June 30th 2010;

ii) if the increase occurs after July 1st 2010 and before June 30th 2011, 20% of the minimum wage increase mandated by the Government of Quebec to a maximum of $0.20 annually for the period of July 1st 2010 to June 30th 2011;

iii) if the increase occurs after July 1st 2011 and before June 30th 2012, 10% of the minimum wage increase mandated by the Government of Quebec to a maximum of $0.10 annually for the period of July 1st 2010 to June 30th 2012;

(e) The parties agree that the adjustments described in paragraphs (c) and (d) of the present article do not replace the annual increases in the scales. If an adjustment resulting from the increase of minimum wage is made and the subsequent change in wage from a yearly increase occurs, the wages of the salaried person will be the higher of the following two: the adjustment according to this article or the wage of the salaried person under the scales.

**10.03 Subsidies**

All salaried persons who must use their own vehicle in the exercise of their duties have the right to full salary, plus a subsidy of forty six ($0.46) cents per kilometer. The Employer will also defray 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 check 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 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.

## **Article 11 Distribution of Hours of Work and Schedules**

**11.01 Availability**

a) Salaried persons give their availability in writing to the manager, at the latest by August 15th, November 15th, January 15th, and May 15th, for the work weeks of the trimester starting the first Tuesday after those dates, as per article 11.02.

1. The availability is expressed for each work period allowed by the basic hours of work, as well as for calls outside of work hours.
2. The salaried persons who wish to modify their availability may do so until one (1) week before the base schedule is posted.
3. The refusal to give an availability at the date indicate 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.
4. The salaried person have to give a minimum of 7 working period of availability by month. Availability has to permit the inclusion in the working schedule of a working period normally attributed at the cinema. Availability from opening until thirty (30) minutes after the start of the last film of the night counts as two periods of availability on days where the cinema is open during the day. On-call availability does not count towards the minimum number of availabilities.
	1. **Basic Hours of Work**

a) The basic hours of work covers a period of a week extending, for each week, from Tuesday to the following Monday;

b) Basic hours of work must be established in accordance with Article 12.01;

c) The director 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) Where possible:

 i) The work schedule of a salaried person for a given week is concentrated in five (5) consecutive days;

 ii) The salaried person has two (2) consecutive days of rest per week.

e) The base schedule is posted at least two (2) weeks before it comes into effect.

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 if, at the end of a month, she didn’t respect her availability for the shift that she was scheduled and if she hasn’t performed any shifts. The salaried person gets her privileges back thirty (30) from when she comes back to work. This doesn’t apply for the salaried person on sick leaves, leaves of absence or on a holiday.

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

**11.03 Calls beyond the basic hours of work**

a) Calls for the period of work outside of basic hours of work are done the preceding day, except in the case of emergency or the impossibility of acting otherwise;

b) The director assigns salaried persons for 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 of all, 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**

1. Except for the case of illness, accident or other similar cases, the salaried persons who want to change their schedule or who 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 the case of cutting personnel on the same day of an assigned shift, it is done in the inverse order of priority, after offering the reduction in shift by order of priority, as long as the remaining employees are capable of accomplishing the work required;

c) In the case of cutting personnel in addition to the base schedule employees, 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 work assignation. Failing to respect the above mentioned, the employer must give the concerned salaried person the work as foreseen by his schedule.

**11.05 Overtime**

a) Working overtime is on a voluntary basis; any employee may refuse to work overtime without getting penalized;

b) If the Employer wants to have work done at a higher rate, according to the provisions in the Agreement, such work must first be offered to staff based on the priority list, and in first place to staff 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 house is in operation, the Employer must assign a sufficient number of people to perform all the duties applying to the bargaining unit. The salaried person can be assigned to one or many of the activity cover by the certification as mentioned in article 2.01.

**12.02 Standards**

### While the theater is in operation, a minimum of three (3) salaried persons are assigned to work. The assignment is done with sufficient time before opening the doors to the public to allow them to undertake the necessary preparation to greet clients, but with at least thirty (30) minutes for the employee at the concession stand and at least fifteen (15) minutes in all other cases. At least one employee is assigned to door usher and an additional employee per open cash. In the sixty (60) minutes after the opening of the doors to the public, the Employer will assign an additional employee to work as needed for the operation of the cinema on Saturdays and Sundays. As well, Tuesdays and Fridays a fourth employee will be assigned to a shift of a minimum four (4) hours.

### However, the Employer can reduce the minimum staffing above as of 10h00pm according to the needs of operation. Three (3) employees is the minimum staffing until the end of operations on Tuesdays, Fridays, and Saturdays.

However, on Friday and Saturday between 5:30pm and 11:30pm, a minimum of five (5) salaried persons must be assigned to work within a timeframe of four (4) consecutive hours.

When the arcade is in operation at the cinema Place Lasalle, an employee is assigned to here and other duties as required by the priority of operations for a timeframe of four (4) consecutive hours on Tuesday and Friday and a minimum of six (6) consecutive hours on Saturday and Sunday.

### As needed, the Employer may assign an employee to the function of stock clerk as described in Annex ‘C’ for a minimum of four (4) hours a week

**12.03 Reserved Work**

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

 a) Emergency or irresistible force;

 b) Absence, delay or unforeseen departure by a scheduled person;

c) Unexpected crowd;

d) Cancellation calls at the last minute that doesn’t leave enough time to management to do the calls.

e) Training of salaried person

In spite of the preceding, the parties agree that;

Management or a person mandate by management are allowed to perform any prospective work, or implementation and necessary adjustment for the good work of the cinema as long as it doesn’t have the effect to take away working hours for the salaried person that they could have been assigned to. The application of this article should not have the effect to delay 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**

The cases mentioned in 12.03 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 approach of calling for the job is taken among the other movie house staff who has indicated their availability for a call for the job, according to the order of priority. In this case the recall must be for a duration of no less than three (3) paid hours;

 c) The implementation of this clause shall not create an overtime situation;

1. Employer’s representative records the calls made in application of this article and upon request provides a copy thereof to the shop steward.

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 gave a copy of the calling list to the shop steward.

**12.05 Cleaning**

Cleaning assignments, such as cleaning walls and ceilings or ventilation grills and other similar jobs is not performed by employees assigned to usher-doorman, refreshment counters or cash during the operating hours of counters or the movie house. 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 Shift**

The minimum shift is four (4) hours at the regular hourly wage.

* 1. **Hours of Work**

a) The hours of work are calculated to fifteen (15) minute intervals;

b) For the purposes of the calculations of pay, the total time which the salaried person is available to the Employer is considered as time work.

c) The salaried person must use the punch clock to confirm their hours of presence at work, both the start and end of their shift. The salaried person must be in uniform and ready for work when they punch in. They must also punch out before changing clothing at the end of their shift.

d) If the salaried person arrives for work after the start of their assigned work shift, they will be remunerated according to the actual time of the start of their work shift. It is equally held that if an employee leaves earlier than expected, their work hours will be calculated to the minute.

**13.03 Preparation and Intermissions**

As far as the requirements of the distributor and the programming allow, there are at least ten (10) minutes of intermission between each representation.

**13.04 Overtime**

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

a) In addition to forty (40) hours of the same week;

b) In addition of eight (8) hours a day if the salaried person is only available for eight (8) hours that day and if the employer is asking that salaried person to work for over eight (8) hours.

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

**13.05 Night Work**

a) All hours worked between midnight (00 H00) and eight a.m. (08 H00) are remunerated at time and a half;

b) The Employer defrays, upon presentation of receipt, the cost of a taxi for salaried persons who must work:

1. Less than fifteen (15) minutes before the closure of the regular service of public transportation.
2. Less than thirty (30) minutes after the opening of the regular service of public transportation.

c) The employer will provide to the salaried person a taxi coupon of a maximum value of thirty five dollars ($35), when the salaried person respects the conditions in paragraph b).

## **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 Hours Worked** | **Break Period** | **Meal Period** |
|  | **15 minutes** | **30 minutes** |
| 4 | 15 min. | 0 |
| 5 | 15 min. | 30 min. |
| 6 | 15 min | 30 min. |
| 7 | 15 min. | 30 min. |
| 8 | 30 min. | 30 min. |
| 9 | 30 min. | 30 min. |
| 10 | 30 min. | 60 min. |
| 11 | 30 min. | 60 min. |
| 12 | 30 min. | 60 min. |
| 13 | 45 min. | 60 min. |
| 14 | 60 min. | 60 min. |
| 15+ | 60 min. | 90 min. |

1. The hours worked are those between the beginning of the assigned shift to the end of the assigned shift, including breaks;
2. The first break has to be taken at least 1 hour after the beginning of the shift;
3. 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 close, 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 less than six (6) hours after the beginning of the assignation to work except is 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 rotation in such a manner that there is no interruption in service 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:

 - January 1

 - Good Friday

 - Patriot’s Day

 - Fete Nationale du Québec

 - Canada Day

 - Labour Day

 - Thanksgiving

 - Christmas

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

**15.02 Remuneration and Minimum Compensation**

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

(a) If the salaried person is scheduled to work a holiday, they will earn double time. Additionally, salaried persons working the 24th or 31st of December will earn double time despite these days not being holidays as far as this collective agreement is concerned. The compensatory indemnity does not apply for these days.

### (b)If the salaried person is not assigned to work a holiday under article 15.01, they 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, paid at their regular wages.

**15.03 Holidays and Vacations**

If a holiday occurs during the vacation of an employee, that person receives, in addition to vacation pay, compensation provided for in Art. 15.02 (b).

## **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 5 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 two (2) 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

**16.04 Method of Payment**

a) The vacation pay is given one week before the start of the period where the vacation is taken, or during the pay period during the vacation as selected by the employee. The salaried person must indicate their choice on the vacation request form in Annex ‘J’ of the present agreement. The Employer will deduct federal and provincial taxes as needed

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 hours works for the year starting the first Tuesday of the year to the last Monday of the year, in accordance with the dates of revenue forms, divided by fifty two (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 having completed the probationary period is entitled to 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:

1. 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;
2. 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 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 four (4) salaried persons can take such a leave at the same time. However the fourth leave without pay is given to a salaried person who asked the leave without pay for reason concerning study, with justification papers.

c) 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 enumerate at the article 25.04 and 25.05 of the present collective agreement will be in application only for the first 3 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 $500.

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.

## **Article 20 Union Leave**

**20.01 Union Leave without pay**

A person designated by the Union, can, at the rate of a maximum of three (3) 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 five (5) 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 understood that Cineplex Entertainment is in any way the Employer in such cases and only act as the ‘’agent payeur’’.

## **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 Health and welfare 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 mixed committee first.

## **Article 26 Miscellaneous Clauses**

**26.01 Changing Rooms and Rest Areas**

a) The Employer installs and maintains, on the work site, separate changing rooms or a divider permitting sufficient privacy for both sexes. These rooms are kept up appropriately and equipped with individual lockers in numbers sufficient enough for each salaried person to have their own locker. The salaried persons can put on their own personal padlock to lock their locker.

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, and directly accessible from the work site.

**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 Deposits and Withdrawals of Money**

No salaried person shall be required to perform deposits or withdrawals of money.

**26.04 Food and Beverages**

a) Upon presentation of an authorised justification piece, when buying food or beverages at any Cineplex Entertainment cinemas in Quebec, the salaried persons are entitled to a thirty percent (30%) discount. Additionally, salaried persons have a fifty (50) percent discount on all fountain drinks and popcorn sizes. The rebate doesn’t apply to combos, promotions and product from the bar.

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.

**26.05 Complementary Tickets**

Upon presentation of an authorized justification piece; 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 premiere, special screenings, when the cinema is sold out or when it is prohibited by distributors or institutions or organisms, to accept free passes of all kind. This privileges is not exchangeable, nor has cash value.

## **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 suit.

**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.

* 1. **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 three (3) persons representing the Union and two 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 held outside of regular working hours.

**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.

## **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.

* 1. **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.

* 1. **Safety Equipment**

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

**30.05 Training For Difficult Customers/Situations**

When hired, employees are trained on key aspects of their new roles and training issues related to customer service and safety. This course aims to enable employees to be able to cope with difficult situations involving clients, so they can act with prudence and diplomacy while ensuring a safe work environment.

## **Article 31 Disciplinary Measures**

**31.01 Warning**

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

**31.02 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.

**31.03 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.

**31.04 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.

**31.05 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;

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.

**31.06 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.

**31.07 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 32 Grievance Procedures**

**32.01 Definition**

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

**32.02 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:

* 1. The Union must submit the grievance in writing to the director of the establishment or his representative, with a copy to the director of operations, within a twenty (20) day period of knowing about the event that gave rise to the grievance;
	2. 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.
	3. 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 director of operations or his representative of his intention to carry the grievance to arbitration;
	4. Before the parties proceed to the choice of an arbitrator, the parties must have a mandatory meeting to attempt to resolve the dispute. If there is no resolution, the procedure continues.
	5. Following the meeting 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.

**32.03 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.

**32.04 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.

**32.05 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.

**32.06 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.

**32.07 Delays**

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

**32.08 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 33 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 34 Annexes**

The annexes are an integral part of the agreement.

## **Article 35 Duration of the Agreement**

**35.01**

The clauses of the present agreement takes effect as of signing and are for a duration of three (3) years.

**35.02**

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2011

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Cineplex Entertainment Alliance Internationale des

 Employés de Scéne de Théâtre et de

 Cinéma des Etats-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 1 year of seniority.

Level 3: One (1) year, less than two (2) years of seniority.

Level 4: Two (2) year, less than three (3) years of seniority.

Level 5: Three (3) year, less than four (4) years of seniority.

Level 6: Four (4) years, less than five (5) years of seniority.

Level 7: Five (5) years, less than ten (10) years of seniority.

Level 8: Ten (10) years and more of seniority.

|  |  |  |  |
| --- | --- | --- | --- |
| **Seniority** |  **Signature** | **One Year Later** | **Two Years Later** |
| Level 1 | 9.15$ | 9.15$ | 9.15$ |
| Level 2 | 9.25$ | 9.25$ | 9.25$ |
| Level 3 | 9.65$ | 9.85$ | 10.05$ |
| Level 4 | 9.75$ | 9.95$ | 10.15$ |
| Level 5 | 9.90$ | 10.10$ | 10.30$ |
| Level 6 | 10.00$ | 10.20$ | 10.40$ |
| Level 7 | 10.40$ | 10.60$ | 10.80$ |
| Level 8 | 10.55$ | 10.75$ | 10.95$ |

(b) All the salaried person’s performing duties of the stock/maintenance clerk position shall be paid at the following rate:

Level 1: Under (six) 6 months of seniority.

Level 2: Six (6) months, less than 1 year of seniority.

Level 3: One (1) year or more, but less than three (3) years

Level 4: Three (3) years or more, but less than five(5)

Level 5: Five (5) years or more

|  |  |  |  |
| --- | --- | --- | --- |
| **Seniority** | **Signature** | **One Year Later** | **Two Years Later** |
| Level 1 | 10.25$ | 10.25$ | 10.25$ |
| Level 2 | 10.90$ | 11.10$ | 11.30$ |
| Level 3 | 11.15$ | 11.35$ | 11.55$ |
| Level 4 | 11.40$ | 11.60$ | 11.80$ |
| Level 5 | 11.65$ | 11.90$ | 12.10$ |

c) The Employer agrees to gives, on top of the above rates, bonus or commission implemented at Quebec cinemas by Cineplex Entertainment.

d) If the Employer wish to assigned a salaried person in quality of crew chief or responsible for training, to do the training of newly hired salaried persons or for the establishment of daily job tasks to be accomplish by other 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 crew chief or as a trainer.

**2-Back pay and signature bonus**

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 :

For the regular hours worked as the stock/maintenance clerk, $0.40 per hour since February 1st 2008;

For the hours worked at level 1 of paragraph a) of Annex ‘A’: $0.30 per hour from February 1st 2008 until April 30th 2009, and $0.15 per hour from May 1st 2009 onwards.

For the hours worked at level 2 of paragraph a) of Annex ‘A’: $0.30 per hour from February 1st 2008 until April 30th 2009, and $0.25 per hour from May 1st 2009 onwards.

For the hours worked at all other levels and positions: $0.30 per hour since February 1st 2008.

**Annex ‘B’**

#### **Job description – usher/doorman**

|  |  |  |  |
| --- | --- | --- | --- |
| **Title of the position :**  | Usher/doorman |  |  |
|  |  |  |  |
| * **Role :**
 |
| Make sure that the cinema complex offer to the client a very good service, assure a good gestion of the crowds, keep the place clean at all time and keep a close look at all the field of responsibilities. |
| * **Management of time :**
 | * **Goals in %**
 |
| * Client services
 | 100 % |
| * **Main fields of responsibilities**
 |
| * **Client services**
 | * **Key actions**
 |
| Understand and respect the commitment of Cineplex Entertainment toward clients services.  | ∙ Respect the dispositions on health and safety at work and all the other procedure and rules of the company toward health and safety.* Work in collaboration with the crew chiefs and management.
* Collaborate to the goals of management.
* Welcoming the guests, control the tickets and indicate to the client the appropriate room.
* Make sure that all the procedure of opening and closing are respected and that the standards of the company are respected.
* Make sure that the sanitary standard of the cinema respect the standards of the company or of the local authority or surpasses them.
* Verification of the checklist in the cinemas, bathroom and other places determine by the management.
* Maintain the door register and give it to the management at the end of the day.
* Make sure that everybody is ready for the rush time and do a good control of the crowd.
* Answer the questions or preoccupations of the guests.
* Inventory
* Any other task demand by the Employer.
 |
| * **Work environment :**
 |
| * Stand up work, walking and transportation of merchandises.
* A flexible schedule that include evenings, week-end and holidays.
 |
| * **hierarchical Reports:**
 | * **Basic qualifications:**
 |
| * Reports to the management team of the cinema.
 | * Have a good knowledge of the client services field.
* Be able to take initiative and have a sense of organization
* Be able to organize his time work
* Capacity to communicate effectively and professionally to the clients, members of management and crew chiefs.
 |

The job descriptions above are not limitative and serve uniquely for the application of the article 3.03c) and 12, 03 of the present collective agreement.

**Annex ‘C’**

###### **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- Cleaning of events and baskets.

6- Can also perform certain task relative to the opening of the cinema.

7- Cleaning of the emergency exit when it is needed to be done outside the operating hours of the cinema.

8- To perform work relative to recycling when it is perform outside of the operational hours.

9- Any other similar task demand by the Employer.

The tasks enumerated above are not limitative.

**Annex ‘D’**

**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 assignation 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 assignations 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 120 hours in the stage.

**Annex ‘E’**

**Availability form**

Name of the employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cinema: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Month: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- | --- | --- | --- | --- |
| Friday | Saturday | Monday | Sunday | Tuesday | Wednesday | Thursday |
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Received by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of reception: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cellular or pager: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional information:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legend:

1. D Available on call
2. C Off ( Holidays, maternity leave, leave without pay )
3. ND Not available
4. The hours of availability must express as follows: ex. 12:00-18:00.

5- ``On call`` only availability for the entire period is not acceptable

**Annex ‘F’**

**Vacation request form**

Name of the cinema: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of the request: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employer’s response:

Accepted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Refused: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of vacation period: \_\_\_\_\_\_\_\_\_\_\_\_

Employee

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex ‘G’**

**Calls list/ Cancellation of shifts**

To be handed to the union delegate of the cinema each time that a salaried person is called in to work, or when his/her work shift has been cancelled.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| NAME | TIME | TEL | YES | NO | REASON | W/O R | COMMENTS |
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DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DAY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SHIFT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HOUR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REASON: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex ‘H’**

**Union certification**