

**COLLECTIVE AGREEMENT**

**between the**

**CINEPLEX ODEON CORPORATION**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from January 1, 1996 to October 21, 1999**

**TABLE OF CONTENTS**

**DEFINITIONS ..... 1**

**ARTICLE 1 - PREAMBLE ..... 1**

    1.1 Purpose of Agreement ..... 1

    1.2 Future Legislation ..... 1

    1.3 Conflict with Regulations ..... 1

    1.4 Use of Terms ..... 2

    1.5 Altering of Terms of Agreement ..... 2

**ARTICLE 2 - MANAGEMENT RIGHTS ..... 2**

    2.1 ..... 2

    2.2 ..... 2

    2.3 ..... 2

**ARTICLE 3 - UNION RECOGNITION AND RIGHTS ..... 2**

    3.1 Bargaining Unit Defined ..... 2

    3.2 Bargaining Agent Recognition ..... 2

    3.3 Correspondence ..... 3

    3.4 No Other Agreement ..... 3

    3.5 No Discrimination for Union Activity ..... 3

    3.6 Recognition and Rights of Stewards ..... 3

    3.7 Bulletin Boards ..... 3

    3.8 Right to Refuse to Cross Picket Lines ..... 4

    3.9 Time Off for Union Business ..... 4

**ARTICLE 4 - HIRING ..... 4**

    4.1 ..... 4

    4.2 ..... 5

**ARTICLE 5 - CHECK-OFF OF UNION DUES ..... 5**

**ARTICLE 6 - EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES ..... 5**

**ARTICLE 7 - EMPLOYER-UNION RELATIONS ..... 6**

    7.1 Representation ..... 6

    7.2 Union Bargaining Committee ..... 6

    7.3 Union Representatives ..... 6

    7.4 Technical Information ..... 6

    7.5 Joint Consultation and Staff Meetings ..... 6

**ARTICLE 8 - GRIEVANCE PROCEDURE ..... 7**

    8.1 Grievance Procedure ..... 7

    8.2 Step 1 ..... 7

    8.3 Time Limits to Present Initial Grievance ..... 7

    8.4 Step 2 ..... 7

    8.5 Time Limit to Reply at Step 2 ..... 8

    8.6 Time Limit to Submit to Arbitration ..... 8

    8.7 Administrative Provisions ..... 8

    8.8 Dismissal or Suspension Grievance ..... 8

    8.9 Deviation from Grievance Procedure ..... 8

    8.10 Amending Time Limits ..... 8

    8.11 Grievance Recommendations ..... 8

    8.12 Notice of Intent to Arbitrate ..... 9

    8.13 Single Arbitrator ..... 9

    8.14 Decision of Arbitrator ..... 9

8.15	Expenses of Arbitrator.....	9
8.16	Amending Time Limits .....	9
<b>ARTICLE 9 - DISMISSAL, SUSPENSION AND DISCIPLINE.....</b>		<b>9</b>
9.1	Burden of Proof .....	9
9.2	Dismissal.....	10
9.3	Suspension .....	10
9.4	Dismissal and Suspension Grievance .....	10
9.5	Right to Grieve Disciplinary Action .....	10
9.6	Personnel File .....	10
9.7	Right to Have a Steward Present.....	10
9.8	Employee Harassment .....	11
<b>ARTICLE 10 - SENIORITY .....</b>		<b>11</b>
10.1	Seniority Defined.....	11
10.2	Seniority Lists .....	11
10.3	Same Service Seniority Date.....	11
10.4	Loss of Seniority .....	11
10.5	Re-employment.....	12
10.6	Bridging of Service.....	12
<b>ARTICLE 11 - LAYOFF AND RECALL .....</b>		<b>12</b>
11.1	.....	12
11.2	.....	12
11.3	.....	12
11.4	.....	13
11.5	.....	13
11.6	.....	13
11.7	.....	13
11.8	.....	13
11.9	.....	13
11.10	.....	13
<b>ARTICLE 12 - HOURS OF WORK SCHEDULES .....</b>		<b>14</b>
12.1	.....	14
12.2	.....	14
12.3	.....	14
12.4	.....	14
12.5	.....	14
12.6	.....	14
12.7	.....	14
<b>ARTICLE 13 - RELIEF PERIODS.....</b>		<b>15</b>
13.1	.....	15
13.2	.....	15
13.3	.....	15
13.4	.....	15
13.5	.....	15
<b>ARTICLE 14 - OVERTIME .....</b>		<b>15</b>
14.1	.....	15
14.2	.....	15
14.3	Rest Interval.....	15
14.4	.....	16
14.5	.....	16
14.6	.....	16

<b>ARTICLE 15 - STATUTORY HOLIDAYS.....</b>	<b>16</b>
15.1 .....	16
15.2 .....	16
15.3 .....	16
15.4 Holiday Coinciding with a Day of Vacation.....	17
15.5 Paid Holiday Leave .....	17
<b>ARTICLE 16 - ANNUAL VACATIONS.....</b>	<b>17</b>
16.1 Vacation entitlement shall be as follows: .....	17
16.2 Vacation Schedules and Preference .....	17
16.3 Call Back on Vacation.....	17
<b>ARTICLE 17 - LEAVE OF ABSENCE.....</b>	<b>18</b>
17.1 Full-time Union or Public Duties .....	18
17.2 Leave for Court Appearances.....	18
17.3 Elections.....	18
17.4 General Leave.....	18
17.5 Emergency Service Leave .....	18
<b>ARTICLE 18 - MATERNITY LEAVE .....</b>	<b>19</b>
18.1 Maternity Leave.....	19
18.2 Adoption Leave .....	19
18.3 Seniority Rights on Re-employment.....	19
18.4 Extension of Maternity Leave .....	19
18.5 Parental Leave.....	19
<b>ARTICLE 19 - MANDATORY RETIREMENT .....</b>	<b>20</b>
<b>ARTICLE 20 - HEALTH AND SAFETY .....</b>	<b>20</b>
20.1 .....	20
20.2 .....	20
20.3 .....	20
20.4 .....	20
<b>ARTICLE 21 - ADJUSTMENT PLAN.....</b>	<b>20</b>
21.1 .....	20
21.2 Definition.....	20
21.3 .....	21
21.4 .....	21
21.5 .....	21
21.6 .....	21
<b>ARTICLE 22 - PAYMENT OF WAGES .....</b>	<b>21</b>
22.1 Pay Days .....	21
22.2 Rates of Pay .....	21
22.3 Pay on Temporary Assignment.....	22
<b>ARTICLE 23 - GENERAL CONDITIONS .....</b>	<b>22</b>
23.1 Damage to Personal Property .....	22
23.2 Copies of Agreement.....	22
23.3 Changing Readographs.....	22
23.4 Uniforms .....	22
23.5 Dignity .....	22
23.6 Cashier Shifts.....	22
23.7 Personnel File .....	22
23.8 Work Experience Programs.....	23
23.9 Mandatory Training.....	23

<b>ARTICLE 24 - TERM OF AGREEMENT .....</b>	<b>23</b>
24.1 .....	23
24.2 .....	23
24.3 .....	23
24.4 .....	23
<b>APPENDIX A - HOURLY RATES OF PAY FOR ALL EXISTING EMPLOYEES.....</b>	<b>25</b>
<b>APPENDIX A-1 - HOURLY RATES OF PAY FOR EMPLOYEES.....</b>	<b>26</b>

This Agreement to cover the employees of CINEPLEX ODEON CORPORATION who are members of the B.C. Government and Service Employees' Union for the following theatres only:

- Victoria: Odeon Triple 780 Yates Street V8W 1L4
- Vancouver: Granville 7 855 Granville Street V6Z 1K7
- Langley: Clearbrook 32500 South Fraser Way V2T 4X2

---

## DEFINITIONS

For the purpose of this Agreement:

- (1) *"Union"* means the B.C. Government and Service Employees' Union;
- (2) *"Employer"* means Cineplex Odeon Corporation;
- (3) *"leave of absence without pay"* means to be absent from duty with permission but without pay.
- (4) *"layoff"* - it is understood that layoff and recall applies to closure of a theatre for temporary periods, for example, for redecorating, remodelling, expansion, converting to multiple screens, and to a permanent reduction in the regular operating hours of a theatre that causes a reduction of staff. Fluctuations in hours worked which arise in the ordinary course of business and are not related to a permanent reduction in the operating hours of a theatre do not constitute layoff or recall.

## ARTICLE 2 - PREAMBLE

### 2.1 Purpose of Agreement

The purpose of this Agreement is to provide orderly collective bargaining between the Employer and the Union. Both the Employer and the Union agree that it is in the best interests of both parties to cooperate fully, individually and collectively with one another and thereby agree to abide by the terms set out in this Agreement.

### 2.2 Future Legislation

If any article, section, paragraph, clause or phrase of this Agreement is declared or held illegal, void or unenforceable by Provincial, Federal or other law, or by decision of any court, the remaining provisions of this Agreement shall continue to be valid and in full force and effect and the parties shall immediately meet to review the effect of such change to this Collective Agreement and if necessary attempt to resolve the differences created by such change.

### 2.3 Conflict with Regulations

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulation.

**2.4 Use of Terms**

*Singular and Plural* - wherever the singular is used, the same shall be construed as meaning the plural if the facts or context require.

**2.5 Altering of Terms of Agreement**

Any modification to this Agreement must be approved in writing by the Employer and the Union.

**ARTICLE 3 - MANAGEMENT RIGHTS**

**3.1**

The Union recognizes the right of the Employer to manage its business in all respects in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by employees. The Union further recognizes that the Employer retains all the customary rights, responsibilities and prerogatives of Management except as expressly modified or restricted by a clause of this Agreement.

**3.2**

Nothing contained in this Agreement shall be deemed to obligate the Employer to continue to operate any of its theatres or properties or any part thereof.

**3.3**

Rules unilaterally introduced by the Employer must satisfy the following requisites:

- (a) they must not be inconsistent with or violate an express provision of the Collective Agreement;
- (b) they must not be unreasonable;
- (c) they must be clear and unequivocal;
- (d) they must be conveyed to the employees before the Employer will act on it;
- (e) they must be consistently enforced;
- (f) employees are to be advised that disciplinary action may result if a rule is breached.

**ARTICLE 4 - UNION RECOGNITION AND RIGHTS**

**4.1 Bargaining Unit Defined**

The bargaining unit shall comprise all employees included in the certificate issued by the Labour Relations Board.

**4.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board applies.

#### **4.3 Correspondence**

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement, shall be sent to the President of the Union, or his/her designate.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the President of the Union or his/her designate.

#### **4.4 No Other Agreement**

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

#### **4.5 No Discrimination for Union Activity**

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union, and the Union agrees that no employee's activity or membership in the Union shall in any way interfere with carrying out of the employee's duties to the Employer.

#### **4.6 Recognition and Rights of Stewards**

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and Union will agree on the number of stewards, taking into account both operational and geographic considerations. It is understood that there would not be more than three (3) stewards at any one location.
- (b) The Union will endeavour to provide a minimum of one (1) steward in each theatre, selected from the staff within that theatre to represent the members of the Union.
- (c) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area. A steward, or his/her alternate, shall obtain the permission of the immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

Duties of the stewards shall include:

- (1) investigation of complaints of an urgent nature;
- (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure.
- (3) supervision of ballot boxes and other related functions during ratification votes;
- (4) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (5) attending meetings at the request of the Employer;
- (6) interview each new employee within the first thirty (30) days to acquaint new employees with the Union.

#### **4.7 Bulletin Boards**

The Employer shall provide bulletin board facilities for the exclusive use of the Union in locations established by mutual agreement. The use of such bulletin board facilities shall be restricted to the



business affairs of the Union. If the Union wishes to supply, the bulletin boards shall be covered with plexiglass and locked to prevent unauthorized material being placed upon or removed from the board.

#### **4.8 Right to Refuse to Cross Picket Lines**

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia unless the picket line has been declared to be unlawful by the Labour Relations Board. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action. In the event the employees refuse to report for duty under this clause, Article 4.1 will not apply to employees hired to replace them until such time as the regular employees return to work.

#### **4.9 Time Off for Union Business**

(a) *Without Pay*

Leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (3) for no more than three (3) employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee or to carry on negotiations with the Employer;
- (4) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board.
- (5) Leave of absence granted under this Article shall include sufficient travel time. Leave of absence under this Article will normally be limited to one (1) employee from each theatre. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this Article. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.
- (6) To facilitate the administration of this Clause, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence under this Clause shall include sufficient travel time. It is understood that employees on leave of absence pursuant to this Clause shall receive their current rates of pay while on leave of absence.

### **ARTICLE 5 - HIRING**

#### **5.1**

It is mutually agreed that in respect to the employment of any of the herein mentioned categories, viz: doorpersons, cashiers, ushers, usherettes and concession workers, the Employer shall have the right to select and engage persons of its choosing. If, after a probationary period of thirty (30) shifts worked or ninety (90) calendar days of employment (whichever occurs first), the employee is found suitable by the Employer, it is also agreed such employee must then immediately apply for membership and join the Union.

No new staff shall be hired if present staff are available, capable, and desirous of working any additional hours which may become available for any reason, however, Management may not be required to give additional hours to any employee if this would cause overtime rates (excluding Statutory Holiday rates) to be paid. The Union recognizes the Employer's right to hire additional employees required for increase in business and replacement of personnel necessitated by resignations and/or terminations provided that no reduction in shift hours of existing staff occurs. It shall be the responsibility of Management to notify the Union of new hirings. No employee who fails to apply for membership in the Union after the probationary period shall be given further employment.

## **5.2**

The Employer agrees that as a condition of continued employment any employee who is a member of the Union or who hereafter becomes a member of the Union shall remain a member thereof. The Union will notify the Employer in writing of any of its employees who have failed to become, or ceased to be, members of the Union.

### **ARTICLE 6 - CHECK-OFF OF UNION DUES**

- (a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union. The Union will provide the Employer a schedule of dues to be deducted, and the Union has the right to change the dues structure to be deducted from the employees by giving thirty (30) days written notice to the Employer.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made in each payroll period, and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee. In addition, the Employer will provide the following information on each employee: social insurance number, address with postal code, birth date, employee's home phone number and job classifications.
- (e) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (f) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the preceding year. Such receipt to be provided no later than March 1 of each year.

### **ARTICLE 7 - EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her steward, provided that there is a shop steward at that location, and introduced to the steward if he/she is on the same shift. Whenever the steward is employed in the same work areas as the new employee, the employee's

immediate supervisor will introduce him/her to his/her steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that the Union steward, provided that there is a shop steward at that location, will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union. It is understood that this clause is not meant to apply to the situation of a new operation being opened. In that case a representative of the Union would be given fifteen (15) minutes to address the new employees as a group within thirty (30) calendar days of the opening.

## ARTICLE 8 - EMPLOYER-UNION RELATIONS

### 8.1 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### 8.2 Union Bargaining Committee

A Union Bargaining Committee shall be appointed by the Union and shall consist of up to three (3) members of the Union together with the President of the Union or his/her designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

### 8.3 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of the Union staff shall notify the designated manager in advance of their intention and their purpose for entering and shall not interfere with the operation of the theatre.
- (b) Upon receipt of a written request, the Employer may, in its discretion, allow time on the agenda of any course, seminar, workshop or staff meeting held by the Employer for a Staff Representative from the Union to speak.

### 8.4 Technical Information

The Employer agrees to provide the Union such information on age, marital status, number of dependents and current classification as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

### 8.5 Joint Consultation and Staff Meetings

- (a) The parties recognize the importance and necessity of the principals to this Agreement meeting regularly to discuss issues relating to the workplace that affect the parties or the employees. On the request of either party, the parties shall meet for the promoting the cooperative resolution of workplace issues, to respond to changes in the economy or the business environment affecting the Employer's business, to foster the development of work related skills and to promote workplace productivity.
- (b) *Staff Meetings:* When Special or Regular Company meetings, inclusive of fire drills, are called and employees are required to attend, same shall constitute a two hour minimum call when meeting

time is not held prior to, or consecutive with, call for work time. If called consecutively with call for work time, the minimum call shall be one-half (½) hour.

## ARTICLE 9 - GRIEVANCE PROCEDURE

### 9.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
  - (1) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure under this Article.

### 9.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated Management representative. The aggrieved employee shall have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee or the Union may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or Union staff representative.

### 9.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in a manner prescribed in Article 8.4, must do so no later than twenty one (21) calendar days after the date:

- (a) on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

### 9.4 Step 2

- (a) Subject to the time limits in Article 8.3, the employee or Union may present a grievance at this level by:
  - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the Article or Articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required;
  - (3) transmitting the grievance through the Union steward, to the designated Management representative.
- (b) The Management representative will:
  - (1) sign and date the grievance as received at Step 2; and
  - (2) if applicable, forward the grievance to the representative of the Employer authorized to deal with the grievances at Step 2.

(c) In the event the Employer has a grievance concerning the interpretation, application, administration or alleged violation of the Collective Agreement, the grievance shall be filed in writing with the Union President. If the grievance is not resolved within fourteen (14) calendar days, the grievance may be referred to arbitration pursuant to Article 8.12.

#### **9.5 Time Limit to Reply at Step 2**

Within twenty one (21) calendar days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee(s) grievance.

#### **9.6 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 2 and pursuant to Article 8.5, the President or his/her designate, may inform the Employer of his/her intention to submit the dispute to arbitration within twenty one (21) calendar days after the Employer's decision has been received or twenty one (21) calendar days after the Employer's decision was due, whichever occurs first.

#### **9.7 Administrative Provisions**

- (a) Grievance replies at Step 2 of the grievance procedure and notification to arbitrate shall be sent by registered mail and/or fax.
- (b) Grievance replies and notification shall be deemed to have been presented on the date on which they were registered, and received on the date they were delivered to the appropriate office of the Employer or the Union, or at the time of fax transmission.
- (c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, replies and notifications shall be by fax.

#### **9.8 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within twenty one (21) calendar days of the date on which the dismissal occurred, or within twenty one (21) calendar days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within twenty one (21) calendar days of the date on which the suspension occurred, or within twenty one (21) calendar days of the employee receiving notice of suspension.

#### **9.9 Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into a discussion or negotiation with respect to the grievance, whether directly or indirectly with the aggrieved employee without the consent of the Union.

#### **9.10 Amending Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

#### **9.11 Grievance Recommendations**

If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, (named "Investigator") or a substitute agreed to by the parties, shall at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference;
- (c) make written recommendations to resolve the difference.

within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure. The parties may agree in advance to treat the recommendations as binding and, in such cases, this procedure shall constitute the final and binding arbitration of the issue in the difference.

#### **9.12 Notice of Intent to Arbitrate**

Where a difference arising between the parties related to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure notify the other party within twenty one (21) calendar days of the receipt, or due date, of the reply at the second step, of its desire to submit the difference or allegation to arbitration.

#### **9.13 Single Arbitrator**

The party desiring arbitration shall notify the other party in writing of the particulars of the matter in dispute and will make recommendations as to an appropriate arbitrator.

- (a) The party receiving the notice shall, within five (5) days thereafter, advise the submitting party as to whether they will accept the proposed arbitrator and if not, will submit names in response.
- (b) If the parties cannot agree on an arbitrator, then either party may apply to the Minister of Labour to appoint an arbitrator.

#### **9.14 Decision of Arbitrator**

The decision of the Arbitrator shall be final, binding and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which he/she deems just and equitable. However, the Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

#### **9.15 Expenses of Arbitrator**

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator. Each party shall pay its own costs and expenses of arbitration.

#### **9.16 Amending Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

### **ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**

#### **10.1 Burden of Proof**

In all cases of discipline, the burden of proof of just and reasonable cause shall rest with the Employer.

## **10.2 Dismissal**

An Employer representative may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal and will be made available to the employee within five (5) days of the time the discipline is imposed.

## **10.3 Suspension**

An Employer representative may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension and will be made available to the employee within five (5) days of the time the discipline is imposed.

## **10.4 Dismissal and Suspension Grievance**

All dismissals and suspensions will be subject to formal grievance procedure under Article 8 of this Agreement. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) days of the action being taken.

## **10.5 Right to Grieve Disciplinary Action**

Disciplinary action, grievable by the employee, shall include dismissal letters, suspension letters, written censures, letters of reprimand, and adverse reports of performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

## **10.6 Personnel File**

An employee, or the President of the Union or his/her designate, shall, with the written authority of an employee, be entitled to review an employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such files.

Upon the employee's request, any disciplinary letters, other than formal employee appraisals, shall be removed from the employees's file after the expiration of twenty-four (24) months from the date it was issued provided there has not been a further infraction.

## **10.7 Right to Have a Steward Present**

- (a) An employee shall be entitled to have his/her shop steward present at any meeting where the Employer intends to impose discipline (other than verbal warnings) on the employee, provided this does not result in an undue delay of the action being taken.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local Union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward; providing that this does not result in an undue delay of the appropriate action being taken.
- (c) If there is no shop steward within the theatre, the employer shall inform the employee of his/her representational rights and indicate in writing they may call their local union office to arrange for union representation. If the Union is unable to provide a union representative by the next business day, excluding weekends and statutory holidays, the disciplinary action taken by the Employer shall not be challenged solely because a steward was not present.

## **10.8 Employee Harassment**

- (a) The Union and the Employer recognize the right of the employees to work in an environment free from personal or sexual harassment and the Employer undertakes to investigate and take appropriate action with any person employed by the Employer engaging in such harassment.
- (b) Should any employee feel that they have been subjected to harassment, they will, without delay and accompanied by the shop steward, raise their concerns with the Manager or with a designated contact person.
- (c) Should a satisfactory resolve of the employee's concerns not be reached at this level, a written submission of the alleged harassment will be submitted to the Union and the District Manager who will meet to discuss the concerns raised. If the matter is not resolved at this stage, it may be referred to an investigator under Article 8.11, Investigator, and it shall not form the basis of a grievance.
- (d) Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

- (a) For the purpose of vacation entitlement and increment steps on the wage schedule, seniority shall be defined as length of service as an employee of the Employer commencing at the end of the probationary period and shall include service with the Employer prior to the certification or recognition of the Union.
- (b) It is understood that for all other purposes including applying for vacancies, promotions, and layoff and recall, the individual theatre will constitute the seniority unit. For these purposes, seniority is accrued on a theatre by theatre basis, and is non-transferable.
- (c) It is mutually agreed that present theatre staff shall have first option to apply for any vacant position including more favourable hours. Seniority, availability and capability shall be the governing factors in selection.

### **11.2 Seniority Lists**

The Employer shall maintain a service seniority list showing the date each employee commenced employment with the Employer. An up-to-date seniority list shall be sent to the President of the Union and posted on all bulletin boards on January 1<sup>st</sup> and July 1<sup>st</sup> of each calendar year. Individual theatre unit seniority lists shall be posted on January 1<sup>st</sup> and July 1<sup>st</sup> of each calendar year.

### **11.3 Same Service Seniority Date**

When two (2) or more employees have the same seniority date and when mutual agreement cannot be reached, then seniority shall be determined by the toss of a coin.

### **11.4 Loss of Seniority**

An employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, shall not accrue seniority for leave periods over thirty (30) calendar days.

An employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority during the leave period; provided that, upon returning, the employee shall accept the first available position in the employee's original classification.



An employee shall lose all seniority if the employee:

- (a) is discharged for just cause;
- (b) subject to Article 10.5, voluntarily quits his/her employment or abandons his/her position;
- (c) is on layoff for more than six (6) months unless extended under Article 11.3;
- (d) is absent for three (3) consecutive working days, except through scheduling, without notifying the Employer, unless a satisfactory reason is given;
- (e) fails to report for work within seven (7) calendar days after being notified by the Employer of a recall from layoff unless a satisfactory reason is given.

### **11.5 Re-employment**

An employee who resigns and within sixty (60) days is re-employed shall be granted a leave of absence without pay covering those days absent and, effective the date of re-employment, shall retain all rights in relation to seniority and other fringe benefits.

### **11.6 Bridging of Service**

If an employee terminates as a result of a decision to raise a dependent child or dependent children, and is re-employed, upon application he/she shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have at least three (3) years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six (6) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

## **ARTICLE 12 - LAYOFF AND RECALL**

### **12.1**

All layoffs shall be done in reverse order of seniority provided the employees remaining have the ability to properly perform the assigned duties. It is understood that the Employer must show just reasons for any layoff that is not in reverse order of seniority.

### **12.2**

Recall shall be in order of seniority provided the employee to be recalled has the ability to properly perform the duties of the position to which the recall applies. It is understood that the Employer must show just reasons for any recall that is not done in order of seniority.

### **12.3**

In the event that the Employer determines that a theatre covered by this Collective Agreement is to be permanently closed, employees with one (1) or more years seniority shall be entitled to a minimum of three (3) months notice that their jobs in that theatre will be terminated, save and except that the Union

agrees that three (3) months notice need not be given in the event of closures caused by acts of God, fire, or other emergency circumstances, or in the event of a business decision made by the Employer not known by local Management prior to the three (3) month notice period. In those cases the portion of the length of notice less than three (3) months will be added to the affected employees' period of eligibility to apply under Article 11.5.

**12.4**

Copies of notices pursuant to Article 11.3 shall be delivered to the Union in a timely fashion.

**12.5**

Upon receipt of a notice of termination under this article, such employees shall have the opportunity to apply for any vacant positions, or additional positions which become, or will become, available in any of the Employer's operations in the bargaining unit during the notice period, and for a six (6) month period following the employee's termination. Employees so applying shall be given preference, in order of their service seniority, over any other applicants provided they have the ability to properly perform the work available.

**12.6**

In the event that more than one employee applies for a position, the employee with the most service seniority shall be selected from those applicants who have met the requirements as set forth in Article 11.5 above.

**12.7**

The Employer shall promptly inform all employees in receipt of a notice under this Article of available vacancies in the Employer's operations in the bargaining unit during the notice period referred to in Article 11.5, and shall provide to the employees information as to the hours of work and probable schedules of any such available positions. If an employee rejects a position located within fifteen (15) miles of the closed theatre that offers at least the same number of hours as the employee was working at the time the employee received notice of termination, the employee shall be removed from the list and shall not be entitled to the benefits of this clause. Any notice of a vacancy under this Article may be given personally, by telephone, or by registered letter to the last address provided to the Employer.

**12.8**

Employees must apply for the vacancies, in writing, within ten (10) days after the date the employee was informed of the job vacancy or additional job. If an employee does not apply within the said ten (10) day period, the employee has no right to be considered for that position.

**12.9**

Employees who are re-employed pursuant to this Article shall retain all accrued benefits of this Agreement that have been earned in accordance of their seniority subject only to Articles 10.1(b) and 10.4.

**12.10**

Employees who are working thirty (30) hours or more per week at the time that they are given notice of termination due to closure of a theatre may opt to terminate their employment by accepting severance pay as follows:

- (a) two (2) weeks salary for the first completed year of service and thereafter one (1) week's salary for each continuous year of service to a maximum of fifteen (15) weeks;
- (b) for the purposes of calculating wage entitlement under Article 11.10(a) above, one (1) week's salary shall be an average of the employee's weekly wage during the ten (10) weeks prior to the date on which the employee received notice of termination pursuant to Article 11.3;
- (c) it is understood that the option of severance pay is available only should the employee eligible under this clause not be offered employment which would allow the employee to work twenty-five (25) or more hours per week within fifteen (15) miles of the closed theatre. Further, if an employee is offered work at less than twenty-five (25) hours per week and accepts that position, then there is no entitlement to severance pay.

### **ARTICLE 13 - HOURS OF WORK SCHEDULES**

#### **13.1**

Schedule of shifts to be worked shall be posted a minimum of twenty-four (24) hours before the date of implementation.

#### **13.2**

The employer shall assign shifts within classifications based on seniority, availability and capability to a maximum of eight (8) hours in any one (1) day and forty (40) hours in any one (1) week for any individual employee.

In the event that the parties agree to merge one (1) or more existing classifications into a single classification, the employer will use their best effort in assigning senior employees' preferred work assignment provided they are capable of performing the available work.

#### **13.3**

When an employee is called or reports for work on regular schedule and finds the schedule has been changed without proper notification (24 hours), such employee shall receive his/her pay for the regular scheduled time not worked, with a minimum of four (4) hours.

#### **13.4**

Time shall be computed from the time the employee is regularly scheduled to report for work, provided that the employee is available for work at that time.

#### **13.5**

No employee shall be required to work a split shift without the employee's consent.

#### **13.6**

Unless expressly stated in this Agreement, the schedules of hours of work and days of work shall not be construed as providing a guarantee of work or pay to any employee.

#### **13.7**

Employees reporting for work shall receive in any one day a minimum of four (4) hours pay at the prevailing rate for that day, except for matinees where the minimum call is three (3) hours.

## ARTICLE 14 - RELIEF PERIODS

### 14.1

Relief periods shall be provided for as follows: five (5) minutes per hour for each hour worked, but no employee shall be required to work more than four (4) hours without relief.

### 14.2

Any member of the Union may be called upon to temporarily cover the other's duties.

### 14.3

Where temporary relief is covered by an employee with a lesser rate of pay, the employee relieving shall receive the higher rate for all time so worked, the only exception shall be the first accumulated sixty (60) minutes if the total time so worked in any one day is sixty (60) minutes or less. If the relief period extends beyond sixty (60) minutes, then the higher rate shall apply from the first minute.

### 14.4

Employees scheduled to work relief shall receive the contract rate of pay for that classification for all time so worked.

### 14.5

Management may assume the duties of bargaining unit employees in the case of unexpected absences, temporary relief, emergencies or to facilitate service to theatre patrons in case of unusually high audience attendance. Management assumption of the duties of bargaining unit employees as set out above shall not exceed four (4) hours in any one (1) work day except on days where they are unable to find additional capable employees who are willing to work on shift notice.

Except as provided in this Article, Management staff shall not perform bargaining unit work.

## ARTICLE 15 - OVERTIME

### 15.1

In all theatres, all time worked over eight (8) hours in any one day, or over forty (40) hours in any one week shall be considered as overtime, and all such time shall be paid for at the rate of time and one-half the regular rate except as otherwise provided in the Agreement.

### 15.2

Overtime shall be computed in one minute periods and paid for at the prescribed rate.

### 15.3 Rest Interval

An employee required to work overtime beyond his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift which fall within the eight (8) hour period.

**15.4**

The Employer shall make an effort to distribute overtime and/or additional time (i.e., time added to the employee's scheduled shift) on an equitable basis within a classification among the employees in the classification who are on duty on that shift and are capable of performing the work required. It is understood that overtime and additional time are not distributed by seniority.

**15.5**

All employees shall have the right to refuse to work overtime and/or additional time (i.e., time added to the employee's scheduled shift), provided that the Employer may require the junior employee(s) in the classification who is capable of performing the work required to work overtime and/or additional time starting from the most junior employee on shift and going up the seniority list.

**15.6**

An employee who has completed his shift and gone home who is called back to work outside of regular working hours on that day shall be compensated for a minimum of four (4) hours at the applicable overtime rates. He/she shall be compensated from the time he/she leaves his/her home to report for duty until the time he/she arrives back upon proceeding directly to and from work. The Employer is not obligated to call back in line of seniority employees who have already worked a shift on that day.

**ARTICLE 16 - STATUTORY HOLIDAYS****16.1**

The following days shall be recognized by the Employer as statutory holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Remembrance Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	B.C. Day

and any other day which may be proclaimed as a statutory holiday by the federal or provincial governments.

**16.2**

Work performed on these statutory holidays shall be paid at a rate not less than time and one-half.

**16.3**

Employees who have been in the employ of the Employer for thirty (30) days or more and who worked five (5) days in the two (2) weeks prior to any of the above listed statutory holidays are entitled to the following:

- (a) if called to work on a statutory holiday, the employee shall receive, in addition to Clause 2 above, straight time rates for the day;
- (b) if not called for work, or is on scheduled day off on a statutory holiday, the employee shall be paid at straight time rates for the day. "Day" shall mean the hours equivalent to the employee's normal work day.

**16.4 Holiday Coinciding with a Day of Vacation**

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

**16.5 Paid Holiday Leave**

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) working days preceding his/her holiday, in which case he/she shall receive the higher pay.

**ARTICLE 17 - ANNUAL VACATIONS**

**17.1 Vacation entitlement shall be as follows:**

(a) Years of Service	Entitlement
First to Third .....	Two Weeks
Fourth to Ninth.....	Three Weeks
Tenth to Seventeenth.....	Four Weeks
Eighteenth onward .....	Five Weeks

(b) For the purpose of computing an employee's vacation pay, the following formula will be used:

Entitlement	Percentage of Gross Annual Earnings
Two Weeks .....	4%
Three Weeks .....	6%
Four Weeks .....	8%
Five Weeks .....	10%

(c) Once per calendar year, upon thirty (30) days' notice, employees shall be entitled to receive their accrued vacation pay prior to commencement of their vacation.

**17.2 Vacation Schedules and Preference**

(a) Vacation preference within the theatre shall be on the basis of service seniority. Schedules shall be completed and approved by April 30th of each year. An employee who does not indicate his/her selection by April 30th shall not be able to exercise his/her seniority rights for that year and shall be required to give thirty (30) calendar days notice of his/her vacation selection and the Employer will make every reasonable effort to comply with the vacation selection subject to operational requirements.

(b) Employees may split their vacation entitlement into weekly blocks. Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in the choice of the third vacation period, but only after all other "first" and "second" vacation periods have been posted.

(c) Vacation schedules, once approved by the Employer, shall not be changed, other than in the case of emergency, except by mutual agreement between employee and Employer.

**17.3 Call Back on Vacation**

Employees who have commenced their annual vacation shall not be called back to work, unless they agree.

## ARTICLE 18 - LEAVE OF ABSENCE

### 18.1 Full-time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a municipal, provincial, or federal election, for a maximum period of ninety (90) days;
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) for employees elected to a public office for a maximum period of five (5) years;
- (d) for an employee elected to the position of President or Secretary-Treasurer of the Union, the leave shall be for a period of two (2) years and shall be renewed upon request of the Union.

### 18.2 Leave for Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (e) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay and for a maximum of two (2) months.
- (f) For all the above leaves, the employee shall advise his/her Manager as soon as he/she is aware that such leave is required.

### 18.3 Elections

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

### 18.4 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee after one year's employment for up to one (1) month for emergency or unusual circumstances; such request to be in writing and approved by the Employer. Approval shall not be withheld unjustly but leaves may be refused in peak business periods, or when such leave may be detrimental to the operation of the theatre. Such leave may be extended in the discretion of the Manager.

### 18.5 Emergency Service Leave

Where employees' services are required for emergency operations by request from Provincial Emergency Programs or appropriate police authority which the employee is required by law to comply with, leave

from work as required may be granted without loss of pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

## ARTICLE 19 - MATERNITY LEAVE

### 19.1 Maternity Leave

A pregnant employee shall qualify for maternity leave after six (6) months of continuous employment.

- (a) Upon request, the employee will be granted leave of absence without pay for a period of not more than six (6) months.
- (b) The period of maternity leave without pay shall be from eleven (11) weeks before the expected date of termination of the pregnancy.
- (c) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified practitioner.
- (d) On return from maternity leave, an employee shall be placed in her former position or in a position of equal rank and salary.
- (e) The Employer shall maintain coverage for any benefits provided for in this Agreement during the period of maternity leave.
- (f) Vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity leave for the first six (6) months of maternity leave providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year.
- (g) Maternity leave for employees in their initial six (6) months shall be in accordance with the Employment Standards Act.

### 19.2 Adoption Leave

Upon request, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. The employee shall advise the Employer of his/her intention to adopt and furnish proof of adoption.

### 19.3 Seniority Rights on Re-employment

- (a) An employee who returns to work after the expiration of maternity or adoption leave shall retain the seniority she/he had accumulated prior to commencing maternity or adoption leave and shall be credited with seniority for the period of time covered by the maternity or adoption leave.
- (b) An employee shall be deemed to have resigned on the date upon which her maternity or his/her adoption leave commenced if an application for re-employment is not made one (1) month prior to the expiration of the leave or if she/he does not return to work after having applied for re-employment.

### 19.4 Extension of Maternity Leave

Maternity leave may be extended for up to an additional six (6) months where the employee can demonstrate that such extension is necessary.

### 19.5 Parental Leave

- (a) Upon written request, an employee shall be entitled to parental leave of up to twelve (12) consecutive weeks without pay.



- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the twelve (12) weeks parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence;
  - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 18.1 or 18.2;
  - (2) in the case of a father, following the birth or adoption of the child and conclude within the fifty-two (52) week period after the birthdate or adoption of the child. Such leave request must be supported by appropriate documentation.

**ARTICLE 20 - MANDATORY RETIREMENT**

Upon reaching age sixty-five (65), an employee shall be required to retire and leave the employ of the Employer.

**ARTICLE 21 - HEALTH AND SAFETY**

**21.1**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her shift.

**21.2**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

**21.3**

The Employer agrees that an up-to-date copy of the WCB First Aid Regulations will be kept in the Manager's office and will be made available to the employees upon request.

**21.4**

The Employer shall ensure that an industrial first aid kit shall be kept behind the candy bar on each floor level in all theatres. These kits shall be properly stocked at all times. Employees shall immediately report all injuries to the Theatre Manager.

**ARTICLE 22 - ADJUSTMENT PLAN**

**22.1**

The Union recognizes the Employer's right to introduce measures, policies practices and changes in the workplace.

**22.2 Definition**

For the purposes of this Agreement, "a significant number of employees" means ten (10) or more employees covered by this Agreement.

**22.3**

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees,

- (a) the Employer shall give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice, or change is to be effected; and
- (b) after notice has been given, the Employer and the Union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
  - (1) consideration of alternatives including amendment of the Agreement;
  - (2) human resource planning and employee counselling and retraining;
  - (3) notice of termination;
  - (4) severance pay;
  - (5) benefit entitlement;
  - (6) a bipartite process for overseeing the implementation of the adjustment plan.

**22.4**

If, after meeting in accordance with 21.3, the parties have agreed to an adjustment plan, it will be deemed to be part of the Agreement.

**22.5**

This Article does not apply to the termination of the employment of employees referred to in Section 49.2 65 of the Employment Standards Act.

**22.6**

The Employer agrees to provide reasonable training with pay, in advance of any technological change.

**ARTICLE 23 - PAYMENT OF WAGES****23.1 Pay Days**

- (a) All employees shall be paid biweekly.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the pay cheque for each pay period.

**23.2 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement. For information purposes the applicable rates of pay are recorded as Appendix A and Appendix A-1 to this Agreement.
- (b) The distribution of pay cheques shall be done in such a manner that the details of the pay cheque shall be confidential.

### **23.3 Pay on Temporary Assignment**

Temporary positional changes shall not be reason for reduction in hourly rate normally paid employees. Demotion of staff to a lesser or other position may not be done without just and stated cause. Where there is a permanent change of classification, the length of the employee's service shall apply in determining the applicable wage rate in the newly assigned classification.

## **ARTICLE 24 - GENERAL CONDITIONS**

### **24.1 Damage to Personal Property**

Where an employee's personal property, utilized in the performance of his/her duties is damaged while the employee is carrying out his/her duties, and the damages are not covered by Workers' Compensation or insurance, the Employer shall reimburse the employee for the necessary repairs or replacement.

### **24.2 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason the Union shall print and distribute sufficient copies of the Agreement to all bargaining unit employees. The costs associated will be shared equitably by the Union and the Employer.

### **24.3 Changing Readographs**

All changing of readographs shall be paid on an hourly basis at the employee's prevailing rate of pay for that day over and above the employee's scheduled shift.

### **24.4 Uniforms**

- (a) In any work in which the Employer requires employees to wear special uniforms and distinctive wearing apparel, the Employer shall furnish and launder said apparel. No uniforms shall be worn outside the theatres except by permission of the Employer.
- (b) Where employees are required to wear special uniforms or distinctive wearing apparel other than the regular theatre uniform, in or out of the theatre, same shall be mutually agreed between the Employer and the Union.
- (c) If an employee is required by Management to wear dress slacks, the Employer shall be responsible for dry cleaning these slacks.

### **24.5 Dignity**

No employee shall be required, without their express consent, to perform special marketing or promotional duties which may entail performing act or wearing costumes which the employee could reasonable believe may subject them to public embarrassment, ridicule, humiliation or indignity.

### **24.6 Cashier Shifts**

Employees assigned to perform cashier duties shall be provided sufficient time to prepare.

### **24.7 Personnel File**

In the event that an employee's employment is terminated, the employer shall, upon the employee's request, provide the employee with a letter stating the length of their employment and the duties for which they were employed.

**24.8 Work Experience Programs**

Should the employer enter into participation in any work experience programs with any public or private education institution, the employer shall ensure that on any shifts to which program participants are assigned, the number of employees assigned is not less than the number of employees who would be assigned on a similar shift without work experience program participants.

**24.9 Mandatory Training**

In the event the employer requires employees to undertake any mandatory training, such training shall be conducted during the working hours.

**ARTICLE 25 - TERM OF AGREEMENT**

**25.1**

This Agreement shall be effective on the date of signing and will expire on October 21, 1999.

**25.2**

Within four (4) months prior to the termination of this Agreement either party may initiate negotiations for a new Agreement provided proper notice is given in accordance with the provisions of the Labour Relations Code of British Columbia.

**25.3**

The terms and conditions of this Agreement shall remain in full force and effect during the period of such negotiations, and if such negotiations are continuing after the expiry date, until a strike or lockout occurs, or until such time as a new Agreement is concluded by the parties and implemented.

**25.4**

The provisions of Section 50(2) and (3) of the Labour Relations Code are excluded.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
George Mah, District Supervisor, B.C.

\_\_\_\_\_  
Michelle Job, Bargaining Committee

\_\_\_\_\_  
Robert Albanese, Manager, Granville  
Cinemas

\_\_\_\_\_  
Ryan Prouty, Bargaining Committee

\_\_\_\_\_  
Jim Vanlier, Manager, Clearbrook  
Cinemas

\_\_\_\_\_  
Mohammed Namazi, Bargaining Committee

\_\_\_\_\_  
Aaron Dragushan, Bargaining Committee

\_\_\_\_\_  
Kevin Park, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

## APPENDIX A

## HOURLY RATES OF PAY FOR ALL EXISTING EMPLOYEES

Classification	Effective Jan 1/95
<b>Cashier, Concession Clerk, &amp; Doorman</b> Probationary: End of Probation - 6 Mos: 7-12 Mos: 1-5 Yrs: Over 5 Yrs:	\$ 7.99 8.11 8.44 8.82 8.98
<b>Usher</b> Probationary: End of Probation - 6 Mos: 7-12 Mos: 1-5 Yrs: Over 5 Yrs:	7.59 7.63 7.94 8.34 8.49
<p>1. <i>In any theatre where the staff consists only of a cashier and concession worker, there does not have to be a designated doorman rate. Whenever additional personnel are used, one person, other than the cashier or concession worker, must be paid the doorman's rate.</i></p> <p>2. <i>In the event that the stock or cash control procedures are not acceptable to one or both of the parties to this Agreement, such procedures will be examined jointly with a view of arriving at a mutually satisfactory solution.</i></p> <p>3. <i>Special Concession Clerks shall receive a premium of one dollar (\$1) per hour more than Concession Clerks. Specialized Concession Clerks are those clerks who are required to prepare food in a drive-in theatre. This premium will not apply to any employee hired after August 1, 1993.</i></p>	

Effective October 21, 1997, Appendix "A" employees receive a bonus of \$100.00.

Effective October 21, 1998, Appendix "A" employees receive a bonus of \$50.00.

## APPENDIX A-1

## HOURLY RATES OF PAY FOR EMPLOYEES

This rate will apply to all employees hired after August 1, 1993 and will continue for the full term of this Agreement.

Classification	Effective Oct. 21/97	Effective Oct. 21/98
<b>Cashier, Concession Clerk, &amp; Doorperson &amp; Usher</b>		
Probationary:	\$ 7.05	\$ 7.10
End of Probation - 6 Mos:	7.09	7.14
7-12 Mos:	7.45	7.55
1-5 Yrs:	7.85	7.95
Over 5 Yrs:	8.00	8.10
<i>In the event that the stock or cash control procedures are not acceptable to one or both of the parties to this Agreement, such procedures will be examined jointly with a view of arriving at a mutually satisfactory solution.</i>		