

CINEPLEX ODEON CORPORATION

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PURPOSE

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

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

ARTICLE 1:00 RECOGNITION

1:01

The Employer agrees to recognize the Union as the sole bargaining authority in respect to wages, hours of work, terms and conditions of employment for all Employees coming within the unit as defined in the Certificate of Bargaining Authority granted the Union by the Labour Relations Board.

1:02

The Union recognizes the Employer's right to hire, dismiss, lay-off, transfer, promote, demote Employees, and set hours of work, but any action taken may be subject to redress under the Grievance Procedure.

1:03 SUCCESSORSHIP STATUS

- (1) Where a Business or part of it or a substantial part of its Estate Assets are sold, leased, transferred or otherwise disposed of, the Purchaser, Lessee or Transferee is bound by all proceedings under the Labour Relations Code of B.C. before the date of disposition and the Collective Agreement shall continue as if no change had occurred and where a Collective Agreement is in force, it continues to bind the Purchaser, Lessee or Transferee to the same extent as if it had been signed by him/her.
- (2) Where there is a dispute as to the applicability of (A) above, the parties shall submit such dispute to the Labour Relations Board for clarification.

ARTICLE 2:00 UNION SECURITY

2:01

All new Employees shall make application to join the Union and execute an Assignment of Wages to the Union covering the Initiation Fees and monthly dues within the first (1st) fifteen (15) days of employment and remain Members of the Union as a condition of their continuous employment.

2:02

The Employer agrees to terminate the employment of any Employee forthwith who fails to comply with 2:01 above when requested by the Union. The Employer shall be exempt from legal action.

2:03

The Employer agrees to hand each new Employee a Membership Card and Dues Check-off Card, which will be filled out at that time and returned to the Employer, who shall then mail to the Union's Office, the Membership Card only. The Union shall provide one (1) month's notice to the Employer when changing the Union fees and dues.

2:04

The Employer agrees to remit Union dues, fees and assessments no later than twenty (20) days following the end of the month in which income was last earned by the Employees. With this remittance there shall be an itemized list showing the name of each Employee from whose wages such deductions were made and the amount of the deductions. With these remittances there shall also be a list of New Employees hired during the month with the name and address of each new Employee and a list showing the names of the Employees who have been terminated. All dues remittances and assessments shall be shown on all T-4 slips.

ARTICLE 3:00 HOURS OF WORK

3:01

The standard working shift shall be eight (8) consecutive hours worked within eight and one-half (8½) hours.

3:02

The standard working week shall consist of five (5) consecutive shifts of eight (8) hours, unless mutually agreed to between the Employer and the Employee and as long as this mutual agreement is not in violation of this Collective Agreement.

3:03

All Employees are entitled to rest periods to be taken as close as practicable to the middle of the shift in accordance with the following schedule:

- (3) Employees working between four (4) and six (6) hours shift -
One fifteen (15) minute paid rest period.
- (2) Employees working between seven (7) and eight (8) hours shift -
Two fifteen (15) minute paid rest periods.

An Employee shall also be entitled to a half (½) hour unpaid break after five (5) hours of work.

3:04

Any hours worked in excess of the above in Section 3:01 and 3:02 shall be paid as per Article 5:00 – OVERTIME.

3:05

A minimum regular shift for any Employee shall be four (4) consecutive hours.

3:06

A schedule of working hours shall be posted in each and every Employee's name, his/her daily starting and quitting time, his/her regular day off each week. This Schedule shall not be changed unless the Employee is given forty-eight (48) hours previous notice. This time frame may be changed to twenty-four (24) hours notice in cases of extra work load or reduced workload.

3:07

An Employee shall have at least eight (8) consecutive hours free from work between each shift worked. Any hours worked within these eight hours shall be paid at the appropriate overtime rate. Unless the Employees voluntarily choose to alter their schedule which affects our agreement of eight (8) consecutive hours, the Employer requires a written request if he/she chooses to alter his/her schedule.

ARTICLE 4:00 WAGE RATES AND PAYMENT OF WAGES

4:01

The following Wage Rates shall be paid to the Classifications named below during the Life of this Agreement.

	Sept. 1, 2000	Sept. 1, 2001
JANITOR	\$10.35	\$10.60
JANITRESS	\$10.35	\$10.60

4:02

In the event of the Employer hiring Employee(s) who come within the unit for which the Union is certified during the Life of this Agreement and for whom a classification and wage rate is not contained herein, it is agreed the classification and a wage rate shall be added to Article 4:00. If the parties are unable to agree on a wage rate, the matter may then be taken up under the Grievance and Arbitration Procedure.

4:03

The wages of all Employees shall be paid bi-weekly. Each Employee shall receive with his/her wages a separate statement showing the hours worked, the rate of pay and an itemized list of deductions each and every pay day.

4:04 – T-4 SLIPS

All Dues remittances and assessments shall be shown on all T-4 slips.

4:05

The application of the terms of this Agreement shall not have the effect of reducing any Employee's wage rate in effect at the time of its execution. The clause on Classification and Wage Rates shall be considered a minimum and shall not preclude the payment of a higher wage rate to any Employee at the discretion of the Employer, subject to notifying the Union. Each Employee covered by this Collective Agreement will be entitled to a minimum of two (Admit One) staff passes with each bi-weekly paycheck. Each staff pass will have an

expiration date of thirty (30) days after they have been issued.

ARTICLE 5:00 OVERTIME

5:01

For all hours worked in excess of those shown in Article 3:04, one and one-half (1 ½) times the basic rate except as hereinafter provided for.

5:02

Employees shall receive double their hourly rates after three (3) hours of overtime.

5:03

The Employee's scheduled day off during the calendar week shall be designated as the seventh (7th) day of the week and for all work performed by an Employee on the seventh (7th) day of the week, two (2) times his/her basic rate.

5:04

- (A) For all hours worked by an Employee who is called back to work after completing his/her regular shift, one and one-half (1 ½) times his/her basic rate of pay for all hours worked with a minimum of three (3) hours pay at the basic rate, whichever is the greater, except where an Employee is called back to work after working on his/her regular day off when he/she shall receive two (2) times his/her basic rate of pay for all hours worked with a minimum of three (3) hours pay at the basic rate.
- (B) If an Employee is on stand-by or is called back to work and no work is available they shall be paid a minimum of three (3) hours pay at the regular hourly rate.

ARTICLE 6:00 ANNUAL VACATIONS

6:01

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 year onward	Five weeks

- (B) For the purpose of computing an Employee's vacation pay, the following formula shall be used:

ENTITLEMENT	PERCENTAGE OF GROSS ANNUAL WAGES
Two weeks	4%
Three weeks	6%
Four weeks	8%
Five weeks	10%

- (3) Every Employee shall be required to give 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.
- (4) Employees shall receive vacation entitlement as follows:
 - (i) on the last pay period prior to the Employee taking any entitled vacation.
 - (ii) vacation pay to be paid on a separate cheque.
 - (iii) at the end of the year an Employee shall be paid their remaining vacation entitlement.

6:02

Vacations shall be allotted according to seniority.

6:03

When a General Holiday named in Article 7:00, occurs during an Employee's annual vacation, he/she shall receive another day's vacation with pay.

ARTICLE 7:00 GENERAL HOLIDAYS

7:01

The following days shall be recognized by the Employer as General Holidays:

NEW YEAR'S DAY	CANADA DAY	THANKSGIVING DAY
GOOD FRIDAY	BC DAY	REMEMBRANCE DAY
VICTORIA DAY	LABOUR DAY	CHRISTMAS DAY
		BOXING DAY

In the event of any of the foregoing General Holidays falling on a Sunday, the Monday following shall be recognized as the General Holiday.

7:02

Any Employee who is required to work on any of the aforementioned General Holidays, shall be paid at the rate of one and one-half (1 ½) times the regular rate for the hours worked with a minimum of four (4) hours work.

7:03

- a) After an Employee has been in the employ of the Employer for thirty days, an Employee with regular schedule of hours, who has worked or earned wages for at least five (5) days of the last two (2) weeks before the paid holiday, is entitled to a regular day's pay for such Holiday.
- 2) After an Employee has been in the employ of the Employer for thirty days, an Employee who works irregular hours for at least five (5) days of the last two (2) weeks before the paid holiday, is entitled to an average day's pay for the Holiday. The amount is calculated by dividing the Employee's total wages, excluding overtime, earned in the two (2) week period

by the number of days actually worked.

- 3) After an Employee has been in the employ of the Employer for thirty days, an Employee who has worked fewer than at least five (5) days of the last two (2) weeks before the paid holiday is entitled to Holiday pay on a pro-rated basis. Prorated General Holiday pay is calculated by dividing the total wages in the thirty (30) day period (excluding overtime) by fifteen (15).
- 4) When a General Holiday named in Article 7:00 occurs during an Employee's annual vacation, he/she shall receive another day's vacation with pay if he/she has been employed for at least thirty (30) days.
- 5) This is in addition to any other compensation due to an Employee as outlined in Article 7:02.

7:04

Employees whose regular scheduled day off falls on any of the aforementioned General Holidays shall receive:

- (4) another day off with pay, OR
- (5) an extra day's pay

in addition to any other compensation due them pursuant to 7:02 above.

7:05

All other general holidays declared by the B.C. Provincial government shall be recognized in this Collective Agreement. This does not change any of the General Holidays currently in the Collective Agreement.

ARTICLE 8:00 GENERAL

8:01

It is agreed that all rules and regulations of the Workers Compensation Board shall be complied with by the Employer.

8:02

No Employee shall be asked and no Employee shall make a verbal or written agreement with the Employer inconsistent with this Agreement.

8:03

All working conditions presently prevailing that are not contrary to this Agreement, shall remain in effect. Any change in working conditions shall be agreed to by the parties before being implemented.

8:04

An Officer of the Union shall have access to any of the Employer's theatres covered by this collective agreement to carry out Union Business affecting the operation of this Agreement. Members of the Union 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.

8:05

The Employer agrees to supply a bulletin board and space for same where a copy of this Agreement and other notices of direct interest to the Employees shall be posted.

8:06

All work presently being performed by Employee(s) shall be continued to be performed by Employee(s) in accordance with the terms of this Agreement.

8:07

- (A) Time off with pay shall be granted to Employee's Representative when meeting with Officers of the Company on behalf of the Union, on matters of business, including Negotiations, affecting both parties only.
- (2) Subject to operational requirements, time off with or without pay could also be granted by the General Manager, to official Representatives of the Union to attend Meetings, Conventions, Work Shops, etc. pertaining to Labour matters directly affecting the Union providing that:
 - (1) at least 14 calendar day's notice, in writing, of the request for leave is provided to the General Manager which notice shall include the reason for the leave, and the commencement date and duration of the proposed leave.
 - (2) if an Employee is granted a leave of absence for an elected or appointed position in the Union, the leave of absence shall not exceed three (3) months in any calendar year.
 - (3) Employees who are granted a leave of absence shall continue to accrue seniority during the leave of absence, whether the leave is with or without pay.
 - (4) except for leaves under Article 8:07 (A), any leave of absence with pay shall only be paid leave up to a maximum of 20 day's pay in any calendar year for the Employee on leave, and any such leave shall be unpaid once the Employee exceeds the limit of 20 day's pay in any

calendar year.

- (3) If leave with pay is granted under this Article, the Employer will pay the Employee's basic pay directly to the Employee and the Union will reimburse the Employer for all wage and benefit costs. Those costs shall include the actual wages paid and the Employer's share of Canada Pension Contributions, Employment Insurance premiums, Worker's Compensation premiums, and any Health and Welfare premiums.

8:08 LEAVE FOR COURT APPEARANCES

- (1) 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.
- (2) In cases where an Employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (3) An Employee in receipt of his/her regular earnings while servicing 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.
- (4) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (5) 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.
- (6) For all the above leaves, the Employee shall advise his/her Manager as soon as he/she is aware that such leave is required.

8:09 NO STRIKES OR LOCK-OUTS/RIGHT TO REFUSE

- (3) The Union shall not sanction any strike, stoppage or cessation of work, or picketing, for the duration of this Collective Agreement, and there shall be no deliberate interference with the operations of the company.
- (4) On expiration of this Collective Agreement, there shall be no strikes or lock-outs so long as this Agreement continues to operate.
- (5) It is agreed to, between the parties, that it shall not be a violation of the terms and conditions of the Collective Agreement for any or all Employees to refuse to cross a pocket

line. The Employer agrees not to discriminate or discipline any or all Employees to have exercised their right to refuse to cross a picket line. In the event the Employees refuse to report for duty under this clause, Article 2:00 will not apply to Employees hired to replace them until such time as the regular Employees return to work.

ARTICLE 9:00 TERMINATION OF EMPLOYMENT

9:01

Nothing in this Agreement shall preclude the Employer from terminating any Employee's employment for just cause. The Union may request, and the Employer agrees to supply forthwith, upon request, the reason of the termination of employment of any Employee.

9:02

In the event of closure of a theatre, the Employer agrees to give:

- (1) Two (2) weeks notice where the Employee has completed a period of employment of at least six consecutive months, and
- (2) After the completion of a period of employment of three consecutive years, one additional week's notice, and for each subsequent completed year's employment, an additional week's notice up to a maximum of eight (8) week's notice or wages in lieu of notice.
- (3) For the purpose of calculating wage entitlement under Article 9:02, one week's salary shall be the normal of the Employee's weekly wage during the eight weeks prior to the date on which the Employee received notice of termination.

9:03

In the event of the termination of employment of any Employee, they shall be paid all wages, including vacation pay due them, and given their Record of Employment upon termination.

9:04 TECHNOLOGICAL CHANGE

The Employer agrees to abide by all terms and conditions of Section 54 of the Labour Relations Code and any future amendments.

ARTICLE 10:00 LAYOFFS

10:01

It is agreed, when lay-offs take place due to a reduction of staff, the Employee with the least seniority, shall be the first to be laid off and the last to be rehired.

10:02

It is agreed that temporary lay-offs shall not be used for disciplinary purposes.

10:03

In the event that the Employer closes a theatre for any reason, all Employees within that operation shall be offered their right to replacement at another theatre location in the bargaining unit. Upon receipt of notice of termination under this article, such Employee(s) shall have the opportunity to apply for any vacant position(s), or additional position(s) which become available in any of the Employer's operation in the bargaining unit during the notice period, and for a six month period following termination. Employees so applying shall be given preference in order of their seniority, over any other applicants provided they have the ability to properly perform the work available.

10:04 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 at which time seniority shall be frozen.

An Employee shall lose all seniority if the Employee:

- (1) is discharged for just cause;
- (2) voluntarily quits his/her employment or abandons his/her position;
- (3) is on lay-off for more than nine (9) months unless extended by mutual agreement between the Employer and the Union, and such agreement shall be in writing.
- (4) is absent for three (3) consecutive working days, except through scheduling, without notifying the Employer, unless a satisfactory reason is given. In cases of medical situations, medical documentation (ie: doctor's note) will be given to the Employer which will provide a reason for the absence from work.

- (5) fails to report for work within seven (7) calendar days after being notified by the Employer of a recall from lay-off unless a satisfactory reason is given, subject to Article 10:03.

10:05 SENIORITY DEFINED

- (4) For the purpose of vacation entitlement, seniority shall be defined as length of service as an Employee of the Employer as defined in the Certification.
- (5) It is understood that the individual Theatre will constitute the seniority unit. Seniority is accrued on a Theatre by Theatre basis and is non transferable.
- (6) Seniority shall be accumulated during a leave of absence granted by the Employer for a period of thirty (30) calendar days or less.

10:05 (Cont')

- (7) Seniority shall be accumulated when an Employee is absent due to a compensable injury received on the job.
- (8) Seniority shall be accumulated when an Employee is absent due to an illness or injury for six (6) consecutive months or less, provided that at the request of the Employer, the Employee provide a doctor's certificate, certifying that the Employee is not able to perform his/her duties.

ARTICLE 11:00 GRIEVANCE AND ARBITRATION PROCEDURE

11:01 – Definition and Recognition of a Grievance

Any complaint, disagreement or difference of opinion between the parties respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered a grievance.

11:02 – Informal Step

As an informal step, the Employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom the Employee reports. At the Employee's option, the Employee may be accompanied by the Shop Steward.

11:03 – Step One

- (1) At this step, notice of the grievance, in writing, must be filed with the Theatre Manager at Step one within ten (10) working days after (i) the occurrence of the events giving rise to the alleged grievance, or (ii) the date on which the Employee first has knowledge of the events giving rise to the

alleged grievance.

- (2) The notice in writing shall clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provisions if there is an applicable one.
- (3) The Theatre Manager must answer the grievance in writing within ten (10) working days by providing a response to the Shop Steward or Business Agent.

11:04 - Step Two

- (1) In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to resolve the grievance shall be made between the Employee, a Union representative and the District Supervisor.
- (2) This step must be taken by notice, in writing, within five (5) working days of the date on which the written answer was delivered to the Shop Steward or Business Agent in Step One.
- (3) The meeting under this step must take place within five (5) working days of the notice to go to Step Two, unless the parties agree to extend the deadline for the meeting.
- (4) The District Supervisor must answer the grievance in writing within ten (10) working days of the meeting by providing a response to the Union representative.

11:05 - Step Three

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to arbitration by a single arbitrator. Referral of the dispute to arbitration must be done within 20 working days of the meeting in Step Two. The parties will attempt to agree on a mutually acceptable arbitrator as soon as possible, and failing agreement, either party may apply to the Collective Agreement Arbitration Bureau for the appointment of an arbitrator.

11:06 - Union or Employer Grievance

The Union may file policy, or general grievance, and the Employer may file grievances. Such grievances shall be filed at Step Two of the grievance procedure, and the grievance procedure shall apply with the necessary changes to any such grievances.

11:07 - Time Limits

A grievance or dispute shall commence and proceed through the Steps

of the grievance procedure within the time limits provided, otherwise it shall be deemed to be abandoned. The time limits may be extended by mutual consent of the parties.

11:08 - Persons Authorized to Deal with Grievances

- (5) The Union agrees to provide the Employer with a written list of the names of any persons other than Shop Stewards, who are authorized to deal with the adjustment or resolution of grievances on behalf of the Union, and to provide further written advice of changes made in the list from time to time.
- (6) The Employer agrees to provide the Union with a written list of the names of any persons who are authorized to deal with the adjustment or resolution of grievances on behalf of the Employer, and to provide further written advice of changes made in the list from time to time.

11:09 - Arbitration Hearing and Award

- (1) As soon as the Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing within 15 days and further encouraged to render a decision within 30 days of the conclusion of the arbitration hearing.
- (2) In order to expedite the arbitration process, the parties may meet to identify the issue or issues and to prepare in written form, a statement of facts which are not in dispute.
- (3) The parties recognize that they are bound by a decision of the arbitrator.

11:10 - Authority of the Arbitrator

The parties to the arbitration recognize that the authority of the arbitrator is set out in Section 89 of the Labour Relations Code of British Columbia.

11:11 - Cost Sharing

Each party to the arbitration will be responsible for its own costs, and will share equally, the cost associated with the Arbitrator.

11:12 - Technical Error or Omission

No technical error or omission will render a grievance inarbitrable.

ARTICLE 12:00 AGREEMENT COSTS SHARED

12:01

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

ARTICLE 13:00 LIFE OF AGREEMENT, TERMINATION AND RENEWAL

13:01

This Agreement shall become effective as of the first (1st) day of September, 2000 and shall remain in full force and effect until midnight the thirty-first (31st) day of August, 2002 and shall renew itself without change on the first (1st) day of September, 2002, and on each succeeding first (1st) day of September of any year thereafter, unless written notice to commence negotiations for a new Collective Agreement is served by either party to the other party within the four (4) month period immediately prior to the thirty-first (31st) day of August, 2002 or the thirty-first (31st) day of August in any year thereafter.

13:02

It is expressly agreed and understood that the operation and application of Section 50(2) and (3) of the Labour Relations Code of the Province of B. C. are excluded.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

DATED THIS _____ DAY OF _____, 20_____.

FOR THE COMPANY

CINEPLEX ODEON CORPORATION

COLIN SMYTH
VICE-PRESIDENT OF OPERATIONS

DANIEL SEGUIN
DIRECTOR OF OPERATIONS

FOR THE UNION

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 244

ROGER F. FITZPATRICK
BUSINESS AGENT

This Agreement to cover the Employees of Cineplex Odeon Corporation who are members of the Service Employees International Union (Local 244) for the following theatres only:

Vancouver:

Granville Cinemas – 855 Granville Street, Vancouver, BC V6Z 1K7

Victoria:

Odeon Theatre – 780 Yates Street, Victoria, BC V8W 1L4

CINEPLEX ODEON CORPORATION

**1303 Yonge Street
Toronto, Ontario M4T 2Y9**

TELEPHONE: 416-323-6600

2000 - 2002

