

COLLECTIVE AGREEMENT

Between

**Cineplex Entertainment LP (Cineplex Cinemas Coquitlam and VIP; SilverCity
Riverport Cinemas; and Cineplex Cinemas Strawberry Hill)**

(the “Employer”)

and

United Food and Commercial Workers Union, Local 1518

(the “Union”)

The terms and conditions of the attached agreed-to items shall become effective at the beginning of the first pay period following ratification by the parties unless otherwise stated.

November 30, 2022 – February 1, 2025

Ratified by member vote: November 30, 2022



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Article 1 – Purpose

The general purpose of this Agreement is to establish and maintain collective bargaining relations and to foster co-operation between the Employer and the Union and the employees covered by this Agreement.

Article 2 – Bargaining Agency

The Employer recognizes the Union as the exclusive bargaining agent for all employees of Cineplex Cinemas Coquitlam and VIP; SilverCity Riverport Cinemas; and Cineplex Cinemas Strawberry Hill, except for the General Manager, Senior Managers, Theatre Managers, VIP Front of House Manager, VIP Back of House Manager, VIP Front of House Supervisors, Assistant Managers, and persons above the rank of General Manager, with respect to rates of pay, wages, and all other conditions of employment set out in this agreement.

Article 3 – Union Security

Employees must, as a condition of employment, become members of the Union and must, as a condition of employment, maintain membership in the Union.

The Employer agrees to provide the Union in writing with the name and address of each employee in the bargaining unit along with the employee's date of hire on the last Friday of each month. The Employer will require new employees to sign a dues check-off form and Union membership application.

Article 4 – Deduction of Union Dues

The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, Union dues as are authorized by regular and proper vote of the membership of the Union. The Union will supply an appropriate form to the Employer so new employees, at the time of hire, will authorize Union dues deductions.

The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction.

Dues checkoffs are to be submitted on a monthly or four-week basis showing amount deducted each week, for what purpose and the total amount deducted during the month or four-week period of each employee for whom the deductions were made. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

The Union agrees to indemnify and save harmless the Employer, its agents and non-bargaining unit employees from any and all claims or actions arising out of or in any way related to the deductions made in accordance with this article.

Article 5 – Management Rights

Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively within the rights of the Employer and its Management. Without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain standards, order, discipline, and efficiency; hire, assign, direct, schedule (including time off and vacation requests), promote, demote, classify, reclassify, transfer, lay-off, recall, suspend, discharge or otherwise discipline employees for just cause;
- b) determine the methods and techniques of work, the number of persons to be employed, institute changes in jobs and job assignments, discontinue, reorganize, limit and/or combine, any operation or part thereof;
- c) make, enforce and alter from time to time rules, regulations, and policies and procedures to be observed by employees, provided that they are not inconsistent with this Agreement:
and
- d) discipline or discharge a probationary employee at its discretion, provided that the decision to discipline or discharge a probationary employee is made in good faith and in accordance with the applicable legislation

The Employer agrees that these functions will be exercised in a manner that is consistent with the provisions of this Agreement.

The Employer's exercise of these rights in one manner or another, or the non-exercise of such rights, in no way circumscribes the Employer's exercise of these rights in the future.

Article 6 – No Discrimination and Harassment

The Employer and the Union recognize the rights of employees to work in an environment free from harassment, including sexual harassment, and discrimination, as defined by the BC Human Rights Code and the Employer's policy.

In accordance with their obligation under the Human Rights Code, the Employer and the Union each agree there will be no discrimination against employees by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, age, record of offences, marital status, family status, or disability.

The Union and the Employer agree that when the Employer has received an allegation of harassment or discrimination, it will be investigated by the Employer following the process outlined in their policy. If the Union receives an allegation, it shall immediately advise the Employer at which time the Employer shall investigate in accordance with its policies and with the law.

A summary of the investigation report will be provided to the Union upon request by either the respondent(s) and/or the complainant(s)-involved.

Article 7 – Union Work Jurisdiction

All work shall be performed by employees of the Employer who are members of the union with exceptions listed in Article 2. The primary responsibilities of individuals excluded from the bargaining unit is managerial in nature but it is recognized that they will perform the duties of the bargaining unit employees from time to time as business levels dictate.

Article 8 – No Strikes or Lockouts

During the term of this Agreement, neither the Union, nor any of its officers or officials, nor any employee shall take part in, or call, or encourage any strike picketing, sit-down, slowdown or stoppage of work either complete or partial, and the Employer agrees that there shall be no lockout.

An employee who engages in the conduct referenced in the paragraph above may be subject to discipline in accordance with the Employer's written policies.

Article 9 – Probation

The Union and the Employer agree that the purposes of a probationary period are:

- a) To assess the potential, capability and general suitability of a new employee for continued employment.
- b) To provide a new employee with an opportunity to demonstrate they are suitable for continued employment.

An employee shall be considered on probation until ninety (90) calendar days have passed since their last date of hire with the Employer.

The probationary period may be extended by mutual agreement between the Employer and The Union. The agreement shall be made by e-mail between the general manager or their designate, and the Union representative. The extension will not exceed an additional thirty (30) calendar days.

If an employee terminates their employment and is re-hired, they will be considered a new employee.

An employee will have no seniority and shall be considered on probation until ninety (90) calendar days have passed since their last date of hire with the Employer.

Article 10 – Grievance Procedure

Any disagreement or difference between the parties hereto concerning the interpretation, application, operation or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance.

The parties agree that complaints shall be dealt with as quickly as possible. It is understood that no grievance exists until an employee, a Shop Steward, or a Union Representative has first brought the complaint to the attention of the General Manager or management's designate, orally or in writing and the Employer has been provided with an opportunity to resolve the complaint within seven (7) calendar days of receipt. At all times employees shall retain the ability to personally raise and attempt to resolve complaints with management.

Grievances shall be submitted by the Union and the Employer within 7 days of the Employer having been provided an opportunity to resolve the grievance informally. Grievances must be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union representative or representatives and the Employer representative or representatives shall meet and in good faith shall earnestly endeavour to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in the Agreement.

Grievances involving the dismissal or layoff of an employee must be submitted to the Employer within ten (10) working days from the date of dismissal.

The Employer agrees to reply in writing as to the disposition of all grievances submitted by the Union.

Discipline is considered to be 'active' from the date of the form or letter. If the employee remains discipline-free for a period of 12 months after their last level of discipline, all discipline becomes 'inactive' and may not be relied upon in any future discipline. An exception applies for discipline relating to harassment-of a non-physical or physical nature. Regardless of whether an employee has been discipline-free for 12 or more months, discipline for this type of misconduct will remain active in that employee file.

Article #11 – Board of Arbitration

The Board of Arbitration shall be composed of a mutually agreeable single arbitrator.

Grievances submitted to the Arbitrator shall be in writing and shall clearly specify the nature of the issue.

In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify, or alter this Agreement in any of its parts, but may, however, interpret its provisions.

The findings and decision of the Arbitrator shall be binding and enforceable on the parties.

Article #12 – Joint Labour Management Meeting (JLM)

It is agreed that Joint Labour Management meetings will be held on a mutually agreed date two (2) times per calendar year, involving an equal number of management and employee representatives to a maximum of three (3) people per group. The Joint Labour Management Meeting will be at maximum one (1) hour in length and will be held as part of a normally scheduled shift for the participants. The purpose of these meetings is to promote a harmonious relationship between management and employees, and the expectation is for a good faith discussion related to issues in the workplace. Additional Joint Labour Management meetings may be mutually agreed to, with 2 weeks of notice provided to either party.

Article #13 – Union Leave

Subject to the needs of the business, the Employer agrees that employees chosen to attend Union conventions, conferences, seminars or Union negotiations

- a) Not more than six (6) employees.

The Union shall notify the Employer at least three (3) weeks in advance of the commencement of all such leaves of absence.

Upon at least three (3) weeks' notice and subject to the needs of the business, the Employer shall grant a leave of absence, for purposes of Union business, to three (3) employees on the following basis:

- a) Up to six (6) months' leave of absence. Any further time would be subject to mutual agreement.

The Employer will bill the Union and the Union will reimburse the Employer for wages and benefits paid to an employee during a leave of absence.

Article #14 – Union Representative Visits

Duly authorized full-time Representatives of the Union shall be entitled to visit the theater for the purpose of observing working conditions, interviewing members, and to ensure that the terms of the Collective Agreement are being implemented. Their visit must be arranged and approved with the General Manager or their designate in advance. Such approval shall not be unreasonably withheld.

Upon request, Union Representatives shall be permitted to check employee time records including work schedules and, in the event of any discrepancies, they shall be presented under Article 10 of this Agreement. It is understood the Union Representative may attempt to resolve problems with Management prior to implementation of Article 10.

Article #15 – Shop Stewards

It is recognized that Shop Stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such appointments or elections.

The Employer agrees to recognize Shop Stewards for the purpose of overseeing the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and Grievances to designated Management of the theater. The Employer shall not be required to recognize any Steward until the Union has informed The Employer of their appointment as a Steward either verbally or in writing.

A Steward's first obligation is to the performance of their duties and responsibilities as an employee of the Employer.

The Employer agrees that employees will have the option to have the Shop Steward present, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice shall be present when a member of the Bargaining Unit:

- a) Is given a reprimand which is to be entered on the employee's personnel file.
- b) Is suspended or discharged.

A copy of formal discipline report to be entered on an employee's file will be given to the employee. An employee's signature on discipline indicates receipt of the discipline and not agreement with it.

Subject to giving the Employer advance notice of at least three (3) days, employees shall have access to their personnel file with a manager present.

Article #16 – Hours of Work

Friday shall be considered the first day of work for the basic workweek.

A weekly work schedule will be published at the latest by noon on Wednesday for the workweek beginning Friday.

The Employer is required to advise individual employees of the changes to the work schedule after it has been posted, except for circumstances outside of the Employer's control.

Daily hours of work shall be consecutive with the exception of breaks, staff meetings. Split shifts can be scheduled, by mutual agreement.

Employees shall not be required to work in excess of five (5) consecutive days unless mutually agreed upon.

There shall be an interval of not less than ten (10) hours between shifts for all employees unless mutually agreed.

An employee who works a shift of five (5) hours or more shall receive an unpaid meal period of thirty (30) minutes. The parties agree that in order to meet business needs, the eating period may be divided into two (2) shorter eating periods that will total thirty (30) minutes.

The eating period(s) shall be taken at a time that will ensure that an employee does not work more than five (5) consecutive hours without an eating period.

Managers or a Cast Leader will arrange and schedule breaks for employees scheduled for five (5) hours or more. The employees shall take their breaks at the scheduled time. If unable to take their scheduled break, employees must communicate with the on-duty management at the start of their scheduled break time to delay or re-schedule the break.

Article #17 – Scheduling/Availability

Employees shall adhere to Employer's written policies on scheduling and availability as may apply from time to time at the exclusive discretion of the Employer.

Article #18 – Seniority

Seniority is defined as an employee's length of accumulated service based on their most recent date of hire. Employees will continue to accumulate seniority during absences such as: Statutory leaves, disability leave, and WCB leave are considered time worked.

An employee shall not acquire seniority or be included on the seniority list until they have completed the probationary period set out in Article 9. Upon successful completion of the probationary period, the employee shall acquire seniority dating back to the employee's most recent date of hire.

The Employer agrees to forward the seniority lists of all employees consisting of all bargaining unit employees' names and addresses to the Union office with hourly rate of pay upon request up to twice per year.

Seniority will be lost if an employee:

- a) Resigns, retires, or is discharged.
- b) An employee fails to return to work following the expiration of an authorized leave of absence without reasonable cause.
- c) An employee utilizes an authorized leave of absence for purposes other than those for which the leave was granted unless prior approval in writing has been obtained from the Employer.
- d) An employee is in violation of the employers' time and attendance policy.
- e) Fails to report to work within five (5) working days of being recalled from a layoff.

An employee shall immediately notify the Employer and the Union of any change of their address or contact information including telephone number(s) and e-mail address. If an employee fails to do so, the Employer shall not be responsible for any communication or correspondence that does not get delivered or communicated to that employee.

Article #19 – Layoff/ Recall

In the event of a layoff, the employee with the least amount of seniority shall be first to be laid off, provided that the remaining employees not on layoff have the ability and qualifications to satisfactorily perform the work required.

Employees placed on layoff shall receive their entitlements as set out in British Columbia's Employment Standards Act.

In the event that the Employer recalls employees following a layoff, the employee with the greatest seniority shall be the first to be recalled, provided that they have the ability, qualifications and availability to satisfactorily perform the work required.

Article #20 – Job Postings

Where a vacancy in the bargaining unit occurs in a position that has a higher supervisory responsibility, notice of such vacancy shall be posted on a designated bulletin board for a period of seven (7) calendar days.

An employee wishing to be considered for a vacancy shall apply by completing the documentation required by the Employer within the seven (7) calendar day period referred to above.

In filling a vacancy, the Employer will consider the availability, abilities, disciplinary record and qualifications of the applicants as the governing factors in its selection process. Where availability, abilities and qualifications are relatively equal between qualified applicants, the most senior qualified applicant shall be offered the position. In the event that there are no qualified applicants, the Employer shall fill the vacancy at its discretion.

If the Employer determines that an employee's availability is the sole reason why they have not been offered a position that has been posted pursuant to this article, the employee will be given an opportunity to change their availability in order to be awarded the position and as such the availability cannot be changed for a period of one (1) year. unless by mutual agreement.

The Employer shall announce its decision concerning the vacancy as soon as possible, but no later than fourteen (14) calendar days following the removal of the posting of the vacancy.

Article #21 – Overtime

Hours worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate legislated in the Employment Standards Act for British Columbia of 1.5 times their regular rate of pay. This excludes hours worked on a Statutory Holiday.

There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payments.

In the event overtime is being offered it should be offered in order of highest seniority to lowest seniority as long as the employee can perform the work required and they are scheduled in the specified role for which overtime is being offered.

Nothing in this Agreement shall be construed as a guarantee of overtime.

Article #22 – Vacation Pay/ Scheduling

Vacation Pay

The Employer shall provide vacation time and vacation pay to employees covered by this Agreement in accordance with the BC Employment Standards Act as amended.

The employer is responsible to pay out the vacation pay for shifts worked as per the employers current payroll practices.

Employees whose employment is terminated or if they terminate and give two (2) weeks' notice in writing to the Employer, shall receive all owed vacation pay as per provincial legislation.

Vacation Scheduling

The following language applies to all employees, and shall be effective January 1, 2023.

Vacations must be taken in units of not less than one (1) week.

Vacation time off requests shall be submitted in writing, and shall be granted on a “first come, first serve” basis. The employer shall respond in a reasonable timeframe when granting or denying vacation time. Where an employee is requesting an excess of three (3) weeks consecutive time off for vacation they shall provide the employer with one (1) months’ notice.

In the case of multiple requests, those denied will be in order of reverse seniority.

The employer reserves the right to grant or deny vacation time based on operational needs and staffing requirements.

Article #23 – Statutory Holidays

The following days shall be considered statutory holidays:

- New Year’s Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- B.C. Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day

and all other public holidays proclaimed by the provincial government.

Employees required to work on one of the above listed statutory holidays shall be compensated at the provincially legislated rate of 1.5 times their regular hourly rate of pay.

In order to qualify for the public holiday pay, the employee must be employed for 30 calendar days prior to the holiday and had earned pay on at least 15 of the 30 calendar days before the holiday.

If the employee does not qualify for the holiday pay, their hours will be paid at their regular rate.

Article #24 – Leave of Absences

The Employer and the Union agree that employees on leaves as defined below shall accumulate seniority.

Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave per employment year to meet responsibilities related to the care, health, or education of any member of the employee's immediate family. Immediate family constitutes spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

Maternity & Parental Leave

An employee's entitlement to maternity and parental leave is governed by the Employment Standards Act, as amended.

Jury Duty Leave

The Employer shall grant to an employee who is summoned for jury service a leave of absence without pay for the duration of the employee's jury service. Upon the conclusion of the employee's jury service, they shall return to work immediately.

Bereavement Leave

In the event of the death of an employee's immediate family (spouse, father, mother, stepfather, stepmother, sibling, stepsibling, child or stepchild or grandparent or any relative living in the household of the employee), shall be granted up to three (3) days off work. The employee shall receive pay at their regular hourly wage rate for the shifts, if any, that the employee had been scheduled to work during the period of time referred to above.

The Employer may request reasonable proof from an employee that they are entitled to bereavement leave under this article.

Student Leave

All employees, may apply in writing for a student leave, who attend post-secondary school sixty (60) km or more from their home and/or live in residence. Such employee(s) will maintain their seniority and rate of pay set out in the Collective Agreement. Employee discounts on food and complimentary employee movie passes will be suspended during the approved leave.

The student leave will correspond with the post-secondary schedule. Employees who request this leave must be available for work during Christmas holidays, spring break and summer holidays, meeting the employer's minimum availability requirements, unless otherwise approved to remain off at the sole discretion of the general manager and their designate. If the employee does not return during these periods, they will be deemed to have resigned their role effective the first day of their expected return.

All student leave requests and returns from approved leave must be received thirty (30) calendar days in advance of the leave beginning or ending. The employer will be required to grant approval

for up to 5% of all employees (rounding up) to a maximum of six (6) employees annually for student leave. For purposes of clarity, if Strawberry Hill has 100 employees, the Employer will be required to grant student leave approval for up to 5 employees. If Strawberry Hill has 50 employees, the Employer will be required to grant student leave approval for up to 3 employees.

Employees who are granted this leave, will also be granted the leave for all future requests while they are in school and will count toward the maximum allotment of employees approved annually. All student leaves will be granted based on employee seniority. Such leave will not be unreasonable denied.

Domestic Violence Leave

An employee's entitlement to a Domestic Violence leave is governed by the Employment Standards Act, as amended.

Article #25 – Discounts/Theatre Passes

The Employer will provide employees with movie passes in accordance with the following conditions:

- The issuance of a Cast Pass is dependent on each employee working at least 2 shifts per week or 4 shifts in a pay period of 14 days. The employee also must have passed their probationary period and have no active discipline in their file. If the employee qualifies, they will be granted one (1) cast pass per pay period as upon request. The manner of use of Cast Passes is ultimately determined by management discretion.

The Employer will provide employees with an employee discount on select food and beverage items in line with its national theatre procedures.

During an employee's eating period, they may obtain one (1) bag of popcorn, plus one (1) soft drink or (1) coffee or tea served in the employers approved employee sized containers.

Any food or drink ordered before, during, or after the employee's shift, must be ordered from the guest side of the counter, and prepared by another on duty employee as per standard food and drink specifications. The national theatre procedures will change from time to time, modifying the eating period entitlements cited above.

The Employer will offer any incentive programs in line with national theatre practices, as applicable.

Article #26 – Health & Safety Committee

The Employer agrees to maintain a Health and Safety Committee. The Committee shall function in accordance with the Workers' Compensation Board Health and Safety Regulations.

A member of the bargaining unit shall be elected by Bargaining Unit members or shall be appointed by the Union to the Health and Safety Committee.

If the Employer requires an employee to become certified to perform first aid, the Employer shall pay:

- a) the first aid course registration fee; and
- b) the employee's regular wages for the time that the employee attends the first aid course.

Article #27 – Union Bulletin Board

The Employer will provide a dedicated bulletin board located in the cast room for the exclusive use of the Union. Shop stewards or Union representatives shall be the only authorized people to post material. Any material that is posted on this bulletin board must be reviewed and approved by the General Manager or their designate. Such approval shall not be unreasonably withheld.

Article #28 – Uniforms

During an employee's scheduled shift, the employee must adhere to the Cineplex uniform policy.

The employer shall act in accordance with uniform requirements as outlined in the Employment Standard Act, as amended.

Article #29 – Wages

The Employer will continue to pay employees wages in alignment with the *British Columbia Employment Standards Act*. This proposal includes continuing to pay all current premiums for work performed as follows:

Cast Leaders; will be paid a premium of twenty-five cents (\$0.25) per hour

Kitchen Leaders; will be paid a premium of sixty-five cents (\$0.65) per hour

Article #30 – Expiration & Renewal

This Agreement shall be for the period from and including the date of ratification to and including February 1, 2025 and from year to year thereafter, subject to the right of either Party to the Agreement, within six (6) months' notice immediately preceding February 1, 2025 or any subsequent anniversary date thereafter to:

- a) Terminate this Agreement, in writing, effective February 1, 2025 or any subsequent anniversary thereof,
- b) Require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

- a) The Union gives notice of strike in compliance with the Labour Relations Code of British Columbia, or
- b) The Employer gives notice of lockout in compliance with the Labour Relations Code of British Columbia.

SIGNED THIS 5th of February, 2023.

**FOR THE UNION
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518**



Kim Novak, President

**FOR THE EMPLOYER
Cineplex Entertainment LP**



Daniel Séguin, SVP National Operations

LETTER OF UNDERSTANDING #1

BETWEEN

United Food and Commercial Workers Local 1518 (the "Union")

AND

Cineplex Entertainment LP (the "Employer")

Re: Seniority

Member's seniority first Sunday after ratification will be original hire date as provided to the Union on December 20th, 2019, subject to Members being actively employed on the date of ratification.

AGREED this 5th of February, 2023.

**FOR THE UNION
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518**



Kim Novak, President

**FOR THE EMPLOYER
Cineplex Entertainment LP**



Daniel Séguin SVP National Operations

LETTER OF UNDERSTANDING #2

BETWEEN

United Food and Commercial Workers Local 1518 (the “Union”)

AND

Cineplex Entertainment LP (the “Employer”)

Re: Great Escape Voucher

Within two (2) pay periods following ratification the employer will provide each employee with two (2) Great Escape vouchers, entitling the holder to two (2) admissions, two (2) regular soft drinks, and one (1) regular popcorn.

AGREED this 5th of February, 2023.

FOR THE UNION



Kim Novak, President

**FOR THE EMPLOYER
Cineplex Entertainment LP**



Daniel Séguin SVP National Operations

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