

BETWEEN

Union Local B-173 of the International Alliance of Theatrical Stage  
Employees, Moving Picture Technicians, Artists and Allied Crafts of the  
United States, its territories and Canada

(the “Union”)

and

Cineplex Entertainment Limited Partnership o/a Cineplex Cinemas  
Empress Walk

(the “Employer”)



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COLLECTIVE AGREEMENT  
Expires April 1, 2028

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## ARTICLE 1 – GENERAL PURPOSE

**1.01** 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 – SCOPE, RECOGNITION & UNION JURISDICTION

**2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer working at Cineplex Cinemas Empress Walk located at 5095 Yonge St, Toronto, Ontario, save and except assistant managers and persons above the rank of assistant manager.

### **2.02 Respecting Bargaining Unit Work**

The Employer will not use any subcontracting for work normally done by hourly Employees. However, the Employer can subcontract for gardening, security, catering, cleaning, special groups or events in their entirety, or any other provider of services not normally undertaken by hourly Employees under this collective agreement.

### **2.03 Bargaining Unit Work**

All Bargaining Unit Work shall be performed exclusively by members of the bargaining unit.

## ARTICLE 3 – MANAGEMENT RIGHTS

**3.01** The Union acknowledges that, except where modified by and subject to the terms of this Agreement, it is the right of the Employer to manage its business and to direct its work force, including, but not limited to:

- (a) Establishing rules, policies and regulations (and amending them from time to time);
- (b) hiring, promoting, transferring, laying-off due to lack of work;
- (c) disciplining, or discharging employees for just cause using the company's discipline policy;
- (d) determining the duties and responsibilities of employees;
- (e) scheduling, setting the hours of work and opening hours of the cinema; and
- (f) Discharge for just cause. In the event of a without cause termination, by providing the employee with termination and severance pay, in accordance with the *Ontario Employment Standards Act, 2000* (“ESA”) requirements, in lieu of notice.

The Employer shall exercise these rights consistent with the terms of this Agreement and in a manner that is not arbitrary, discriminatory and/or motivated by bad faith.

## ARTICLE 4 – UNION SECURITY AND CHECK-OFF OF UNION DUES

**4.01** The Employer agrees that all non-probationary employees in the bargaining unit, as a condition of continuing employment, shall be members of the Union during the life of this Agreement.

### **4.02 Union Dues**

From all employees covered by this Agreement, the Employer shall deduct the amount of the regular Union dues for the duration of this Agreement. The Employer shall forward this deduction directly to the Union on a monthly basis with a complete breakdown that includes, first name, last name, gross wages and dues remitted for the referenced pay periods. The Union may from time to time direct the Employer in writing to change the dues. Any change in dues shall take effect as of the second pay period following receipt by the Employer of an official notice signed by a duly authorized representative of the Union certifying such change. The Union will indemnify and save the Employer harmless from any claims that may be made against the Employer for amounts deducted for Union Dues.

**4.03** The Employer shall indicate the amount of Union Dues paid by employees on their T-4 slips.

**4.04** The Employer shall provide an active employee list to the Union that includes date of hire, known address on file, e-mail address, and phone number. This list will be provided at the same time as the remittance of Union dues.

**4.05** A representative of the Employer will notify the Union Steward of all new hires within two (2) weeks of the start of their employment. The Union Steward will be given the opportunity during their regular shift, at a time mutually agreed upon by both parties to introduce themselves to each new hire. To be clear, the introduction will not be a disruption to the business.

### **4.06 Union Representatives**

The Employer agrees that the Union's Staff Representative or another authorized Union Representative will be permitted to visit the Employer's premises during normal business hours provided that their visit has been approved by the General Manager or their designate in advance. Such approval shall not be unreasonably withheld. This visit shall not interrupt the flow of work of the employees and the business.

### **4.07 Shop Stewards**

The Employer shall recognize two (2) or more Shop Stewards as appointed by the Union or elected by its members employed by the Employer. The Union shall notify the Employer in writing of the names of the Shop Stewards within twenty (20) business days of them having been appointed or elected. The Shop Stewards shall be entitled to carry out their functions under this Agreement during their paid shift. A Steward shall not cease the performance of their duties and responsibilities as an employee of the Employer to participate in the business without first obtaining permission from their manager, or the manager's designate, and shall advise the manager or managers designate of the general nature of their business and the expected duration of their absence. Immediately upon the Steward's completion of their business, the Steward shall report back to their manager or manager's designate when the Steward returns to work.

### **4.08 Union Bulletin Board Posting**

The Employer shall provide access to a Union bulletin board (which is provided by the Union) for the posting of Union notices and communications. Any material that is posted on this bulletin board must be approved in advance by the General Manager or their designate.

#### **4.09 Labour Management Meetings**

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 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. Additional Joint Labour Management meetings may be mutually agreed to, with two (2) weeks of notice provided to either party.

Upon mutual agreement, scheduled Joint Labour Management Meetings may be cancelled or postponed.

## **ARTICLE 5 – NO STRIKES OR LOCKOUTS**

**5.01** During the term of this Agreement, the Employer agrees that there will be no lockout of the employees, and the Union agrees that neither the Union, any of its officers or officials, nor any employee shall take part in, or call, or encourage any strike as defined in the Labour Relations Act, 1995, picketing, sit-down, slowdown or stoppage of work either complete or partial.

The Union agrees that if any employee(s) in the bargaining unit engages in conduct prohibited by Article 5.01, the Union shall, if necessary, encourage employee(s) to return to work immediately.

An employee who engages in conduct referenced in Article 5.01 may be subject to discipline up to and including discharge for cause.

**5.02** It shall neither be a violation of this Agreement nor a cause for any disciplinary action or dismissal if an employee refuses to enter upon any property involved in a labour dispute or refuses to go through or work behind a picket line at the Employer's place of business.

**5.03** The Employer will not take any action against the Union or any Employee in the event that such a picket line is deemed illegal by a Court, Ontario Labour Relations Board or Canada Labour Relations Board and the Union agrees that if such a picket line is deemed illegal, the Union will use its best efforts to encourage Employees to go to work.

## **ARTICLE 6 – DISCIPLINE AND DISCHARGE**

**6.01** (a) Employees may be disciplined and/or discharged for just cause in alignment with the current Cineplex Discipline Policy (which may change from time to time); which states:

*An employee will receive disciplinary action if their Conduct does not meet the standard expected by Cineplex (this below-standard Conduct is referred to as misconduct). The discipline process is designed to be progressive. Repeated or additional misconduct will result in increasing discipline, up to and including termination of employment for [just] cause. Cineplex may suspend an employee with pay while it investigates an allegation of misconduct.*

(b) To ensure transparency, any changes to the Cineplex Discipline Policy will be shared at the Labour Management Committee once approved by Cineplex leadership in its sole discretion.

**6.02** Any employee called to a meeting concerning discipline or discharge shall be advised that they may request to have a Shop Steward or another authorized Union representative present to represent the employee during such meeting. The supervisor or other representative of the Employer, as the case may be, calling the disciplinary meeting shall send for the Shop Steward or other authorized Union representative without undue delay. If the Shop Steward or other authorized Union representative is unavailable, the meeting may be rescheduled at a later time and date, when the Shop Steward or other authorized Union representative is also scheduled. In any event, the disciplinary record will be dated to the original date of infraction.

Any employee who has been disciplined in the disciplinary meeting will immediately be given a written statement which advises the employee of the nature and extent of such discipline.

### **6.03 Active Discipline:**

As per the Cineplex discipline policy: Copies of all discipline forms or letters are to be placed in an employee's personnel file. 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. If an employee remains discipline-free for a period of 6 months, the current discipline level will be reduced by one for the remainder of the 12-month period. An exception applies for discipline relating to harassment based on human rights protected grounds. Regardless of whether an employee has been discipline-free for 12 or more months, discipline for this type of misconduct will remain active.

Depending on the nature and/or degree of discipline, an employee may not be considered for a transfer or for a promotion to another position within the 6-month period preceding a disciplinary action.

It is acknowledged and agreed that in the event of any changes to Cineplex's Discipline Policy (the "Policy"), the most current Policy shall supersede all of Section 6.05 and the most current Policy version shall govern.

### **6.04 Access to Employee Records**

Upon request, and at a mutually agreed upon time, Employees shall be entitled to review the contents of their personnel file with a Manager present. Employees may make copies of any non-proprietary documentation and may, at their own discretion, provide such copies to the Union.

## **ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE**

**7.01** Whenever the term "grievance procedure" is used in this Agreement it shall be considered as including the arbitration procedure.

**7.02** It is agreed by both the Employer and the Union that any complaint, disagreement or difference between the two parties and/or the employees covered under this Agreement concerning the meaning, interpretation or application of this Agreement, or any provision thereof, or arising from any claim of breach of non-performance thereof, or a complaint that an employee has been disciplined or discharged without just cause, shall be considered a grievance.

**7.03** The Employer agrees that when a grievance has been made by the Union, the Employer's representatives shall not discuss or negotiate with the grieving employee(s) without the consent of the Union.

**7.04** The time period for filing grievances shall be fourteen (14) days from the date of the event giving rise to the grievance or the date upon which such event became known to the grieving party, except for grievances involving wage which may be filed within thirty (30) days after the circumstances giving rise became known to the Union. It is understood and agreed that the remedy for any such wage payments grievance may be retroactive to the first day of the alleged violation. If a grievance occurs, the following grievance procedure will apply:

(a) the grievance shall be presented in writing to the grieved party, and within ten (10) business days of receiving the grievance, a meeting shall be held between the two parties.

(b) A written decision shall be presented to the grieving party within ten (10) business days following the meeting, with a copy to the Union.

(c) Failure by the Employer to have a representative attend the meeting within ten (10) business days of the presentation of the written grievance, and/or failure to render a written decision within ten (10) business days following the meeting, shall require the grievance to be submitted to the arbitration board for a decision. These time limits shall exclude Saturdays, Sundays and holidays and may be extended only by mutual agreement, in writing.

### **7.05 Arbitration**

In the event that the grievance is not resolved following the steps outlined in 7.04 above, it may be referred to a single Arbitrator for determination.

(a) The referring party may notify the other party in writing of its intent to refer the grievance to arbitration and such notice shall include three (3) proposed arbitrators to be appointed, hear and determine the grievance.

(b) The recipient of the notice shall, within ten (10) business days of receipt thereof, inform the other party which of the proposed arbitrators it agrees to appoint or propose three (3) alternatives.

(c) If the parties fail to agree upon an arbitrator within the time limit in Article 7.05(b) above, then the Minister of Labour for the Province of Ontario may be asked to appoint an arbitrator to hear and determine the grievance.

(d) The Arbitrator shall render a decision to both parties, in writing, within a reasonable time.

(e) The costs of the Arbitration shall be borne equally by both parties.

(f) The Arbitrator shall not be authorized to make any decision which is contrary to, or inconsistent with, the provisions of this Agreement. The decision of the Arbitrator shall be final and binding on the Employer and the Union, subject to either party seeking judicial review of the arbitration decision.

## ARTICLE 8 – HEALTH AND SAFETY

**8.01** It is agreed by the parties that great emphasis shall be placed on the need to provide a safe and healthy working environment. In that context, it shall be the responsibility of the Employer:

- (a) to provide employment and places of employment which are safe and healthful for the Employees;
- (b) to provide and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and places of employment safe and healthful;
- (c) to do every other thing reasonably necessary to protect the life, safety and health of Employees; and
- (d) to not require or permit any Employee to enter into or be in any employment or places of employment which are not safe and healthful.

**8.02** The Employer shall comply with the *Occupational Health and Safety Act, R.S.O. 1990, c. O.1*, and all rules, regulations and orders pursuant to applicable laws, which for greater certainty include the *Workplace Safety Insurance Act, 1997, S.O. 1997, c. 16, Sched. A* and its regulations.

### **8.03 Joint Health and Safety Committee**

Joint Health and Safety Committee shall be composed of an equal number of employee and Employer representatives. The Employer shall recognize at least two (2) employee Health and Safety Representatives as appointed by the Union to serve on the Joint-Health and Safety Committee.

With respect to the Joint Health and Safety Committee, the Employer agrees to abide by the *Occupational Health and Safety Act, R.S.O. 1990, c. 01* in respect of its composition, meetings, authority and the execution of its functions.

## ARTICLE 9 – NO BULLYING, HARASSMENT OR DISCRIMINATION

### **9.01 Bullying, Harassment and Discrimination**

The Employer and the Union agree that the workplace should be free from bullying, harassment, violence and discrimination against any employee or prospective employee based on any grounds protected by the Human Rights Code.

**9.02** An employee who violates Article 9 (in whole or in part) may be subject to discipline up to and including discharge for just cause.

## ARTICLE 10 – SENIORITY

### **10.01 Purpose**

Seniority is defined as an employee's length of accumulated service within the bargaining unit from their most recent date of hire. The application of seniority is set out in the articles of this Agreement.

### **10.02 Seniority Lists**

As per Article 4.04, the Employer shall provide an active employee list to the Union that includes date of hire, known address on file, e-mail address, and phone number. This list will be provided at the same time as the remittance of Union dues.

### **10.03 Probationary Employees**

An employee shall be a "probationary employee" until they have been employed by the Employer for a period of ninety (90) days, as calculated from their initial date of hire, subject to Article 10.04. During such probationary period, they will have no seniority rights. The discharge of probationary employees shall be at the discretion of the Employer and shall not be subject to the grievance and arbitration procedures in this agreement.

**10.04** An Employee's bargaining unit seniority shall be calculated from the most recent date of hire or rehire. Seniority shall be reset if there is a period of more than 365 days where the employee is not employed.

Seasonal employees will not accrue seniority during any period of employment, unless the individual becomes a permanent employee during their seasonal contract. At such point their most recent seasonal hire start date becomes their new seniority date.

### **10.05 Loss of Seniority and Termination**

An employee's seniority will be lost and the employee deemed terminated if the employee:

- (a) voluntarily quits their employment or retires;
- (b) is discharged for just cause and such discharge is not reversed through the grievance and arbitration procedures;
- (c) is absent from work for three (3) consecutive working days without notification and reasonable justification.
- (d) fails to return to work or to provide a satisfactory reason for not doing so within fourteen (14) business days after a recall notice has been sent via mail and email to the employee's last known home and email addresses. Copies of the mail and email will be kept in the employee's file.
- (e) fails to return to work or to provide a satisfactory reason for not doing so within three (3) business days after the expiration of an authorized leave of absence.
- (f) is terminated without just cause and accepts termination and severance pay, in line with ESA requirements, in lieu of notice.

### **10.06. Leave of Absence**

An employee shall retain and accrue seniority throughout an ESA legislated approved leave of absence.

## ARTICLE 11 – LAYOFFS, REDUCED HOURS AND RECALL

**11.01** The Employer may layoff and/or reduce the work hours of employees only for legitimate business reasons identified solely by the Employer in good faith.

**11.02** The Employer shall consider the implementation of a reduction of hours of all employees in a specific classification in good faith before laying off any employees in such classification.

**11.03** The Employer shall layoff and/or reduce the work hours of employees in each specific classification on the basis of seniority in that classification subject to the remaining employees having the knowledge, skills and abilities to perform the required work. If the Employer reduces the employee complement during a shift, employees who are currently working the position that is being reduced shall first be asked to volunteer for the reduction and these volunteers shall be selected on the basis of seniority. If there is an insufficient number of volunteers, the most junior employees currently working (regardless of position) at that time shall have their shifts ended early in reverse order of seniority, provided that the remaining employees have the requisite abilities and qualifications to meet the theatre's operational requirements, and that the remaining employees are willing to assume the position, responsibilities, and shift lengths of the employees whose shifts are being reduced.

**11.04** With the exception of force majeure (Article 11.09), the Employer shall provide no less than five (5) working days' written notice of the commencement of any layoff to impacted employees, with a copy to the Union. Alternatively, if the Employer elects not to provide the five (5) working days' notice, impacted employee(s) will receive pay in lieu of notice. This pay will be based on the average hours worked over the previous four (4) weeks. The pay in lieu will be calculated as the average of the total hours worked by the employee during the four (4) weeks preceding the notice of layoff, multiplied by their regular hourly wage rate.

**11.05** The Employer shall recall employees in each specific classification to employment on the basis of seniority in that specific classification subject to the employees being recalled having the knowledge, skills and abilities to perform the required work.

**11.06** The Employer shall recognize the right of employees to be recalled to employment for a period of five (5) months from the date of any layoff.

**11.07** The Employer shall pay employees any pay in alignment with provisions under the ESA, where applicable.

**11.08** Upon receiving notice of recall, employees shall provide, within five (5) days of receiving the recall notice, written affirmation to the Employer of their intent to return to their job classification position. Any employee that fails and/or refuses to return to work within fifteen (15) business days of being recalled to employment by the Employer during the recall period referred to in 11.04 above may be deemed to have resigned and therefore not entitled to any payments under the ESA.

**11.09** The Employer may declare a Force Majeure, cancelling work shifts, laying off Employees during a workday, or otherwise suspending work without prospective obligations to Employees, as a result of an inability to provide work because of an unforeseen circumstance beyond its reasonable control. Force Majeure includes, but is not limited to: riot, war, fire, outbreak of illness, pandemic, epidemic, earthquake, hurricane, flood, labour dispute or strike that prevent entry into the business location, or governmental regulation or order in a national or "state of" emergency. The Employer may suspend the performance of the services by the Employee for as long as the delay continues. No compensation shall

accrue or become payable to the Employee during the period of such suspension, cancellation, or lay off. This clause will, in no way, affect the workweek as defined in this Agreement. In such unforeseen circumstance, the Employer shall furnish a statement in writing to the Union within twenty-four (24) hours or as soon as practicable, as to the reason for the Force Majeure.

**11.10** In the event of a Force Majeure, all employees working will be paid for the remainder of their current shift.

## ARTICLE 12 – LEAVES OF ABSENCE

### **12.01 General Leave of Absence**

Employees with at least one (1) year of service may request one (1) unpaid Leave of Absence for personal reasons of up to two (2) consecutive weeks in duration per calendar year, subject to the Employer's approval, which shall not be unreasonably withheld. Requests must be submitted in writing to the General Manager or the designate, stating the reason and duration of the leave. The Employer will respond within ten (10) business days, providing reasons if the request is denied and suggesting alternative periods if applicable. A maximum of three (3) employees may be on this leave at the same time, and are approved on a first-come, first-served basis.

Employees may not combine this leave with any other requested time off, Special leave or leave that is not governed by ESA legislation. For greater clarity, for any leaves of absence referenced below that are provided for by the ESA and this Agreement, this Agreement is intended to be inclusive of, and not in addition to, the ESA entitlements.

### **12.02 Bereavement Leave**

Employees are entitled to three (3) working days of unpaid bereavement leave in the event of the death of an immediate family member. Immediate family includes spouse or partner, parents, children, siblings, in-laws, grandparents, and grandchildren, including any other family members as recognized by the definition of family, under the ESA.

### **12.03 Family Responsibility Leave**

Employees have the right to take up to three (3) days of unpaid leave each calendar year, after they have worked for an employer for at least two consecutive weeks, because of an illness, injury, medical emergency or urgent matter relating to certain relatives. Relatives for whom a Family Responsibility leave may be taken are governed by the ESA legislation. In the event of legislative changes affecting family leave, the provisions of this article will be revisited to ensure compliance and fairness.

### **12.04 Parental Leave**

(a) Employees are entitled to maternity leave, paternity leave, and unpaid parental leave in accordance with the provisions of the ESA. The duration and conditions of these leaves shall be as stipulated by the ESA, ensuring that employees receive the benefits and protections afforded by law.

(b) Employees must provide written notice to the Employer as per the requirements of the ESA, specifying the intended start date and duration of the leave.

### **12.05 Special Leave for Secondary and Post Secondary Education**

Employees with at least one (1) year of service may request an unpaid leave of up to four (4) months every twelve (12) months for educational pursuits. A maximum of three (3) of employees may be on such leave simultaneously. Education leaves should align with the semester season of the educational institution being attended.

Employees who request this leave must be available for work during Christmas holidays, spring break and summer holidays, unless otherwise approved to remain off at the sole discretion of the general manager and/or their designate. If the employee does not return during these periods they will be deemed to have abandoned their role effective the first day of their expected return.

Employees may not combine this leave with any other requested leave that is not governed by ESA legislation.

Requests must be submitted in writing to the General Manager or their designate at least thirty (30) days in advance of the commencement of the leave. The General Manager or their designate will respond within ten (10) business days, providing reasons if the request is denied.

### **12.06 Maintenance of Seniority**

Employees on any form of approved leave under this Article will maintain their seniority, as per the collective agreement.

### **12.07 Compliance with Statutory Leaves**

The Employer will comply with all statutory leaves as outlined in the ESA.

## **ARTICLE 13 – VACATION PAY**

### **13.01 Vacation Entitlement and Calculation**

#### **(a) Reference Period**

For the purpose of calculating vacation entitlement, the reference year shall be from January 1 of the current year to December 31 of the same year.

#### **(b) Vacation Pay Calculation**

Vacation pay is calculated on the gross wages, as defined in the ESA excluding vacation pay of the employee during the reference year. The vacation pay and entitlements are as follows, based on the employee's years of service:

- Less than five years 4%
- At least 5 years or more 6%

### **13.02 Scheduling Vacation Time**

(a) Employees must submit their vacation requests in writing (or through an equivalent online system) to their immediate manager at least four (4) weeks in advance.

(b) The Employer shall confirm or provide a response to the vacation request no later than two (2) weeks after the request has been made. Subject to article 13.02(c), Vacation requests will not be unreasonably denied. If a conflict arises between employees' vacation requests, approvals will be assigned on a first-come, first-served basis.

A maximum of three (3) employees may be on vacation at the same time.

(c) If a request cannot be accommodated and/or they fall into a business "blackout period", alternative time periods will be suggested.

### **13.03 Vacation Pay Upon Termination or Retirement**

Employees whose employment is terminated for any reason shall receive their vacation pay entitlement that accrues until the end of their statutory notice period under the ESA.

## **ARTICLE 14 – HOURS OF WORK AND OVERTIME**

### **14.01 Work Schedule and Distribution of Hours**

**Work week definition:** For the purpose of this Agreement, the work week is defined as Friday through Thursday.

**14.02** (a) Overtime is paid at one and a half times (1.5x) the regular rate for hours worked beyond 44 hours in a work week, for overtime eligible employees, in accordance with the ESA.

(b) Overtime work is voluntary, and employees may refuse overtime work without facing any form of penalty or retribution.

### **14.04 Timekeeping and Record of Hours**

(a) Employees are responsible for accurately recording their time worked. The Employer will provide a system for timekeeping.

(b) Employees have the right to review their time records to ensure accuracy and address any discrepancies with the Employer.

### **14.05 Changes to Scheduled Hours**

(a) If changes initiated by the Employer to the posted schedule are necessary, the Employer will provide as much notice as possible, to each affected employee via phone, email, or text.

(b) In any instance where an employee is sent home early by the Employer, they will be paid a minimum of three (3) hours' pay at their regular hourly rate.

This article does not apply when the request to go home is initiated by the employee. In such circumstances, the employee shall be paid only for hours worked.

### **14.06 Compliance with Laws**

The Employer will comply with all applicable laws and regulations regarding hours of work, overtime, breaks, and meal periods as set forth in the ESA, and any other applicable legislation.

## **ARTICLE 15 – SCHEDULING**

**15.01** Employees shall adhere to Employer's written policies on scheduling and availability as may apply, at the exclusive discretion of the Employer. Requests for temporary changes to an employee's availability

pattern may be submitted for approval to the scheduling manager, no later than 11:59 pm on the Sunday preceding the posting of the schedule.

### **15.02 Schedule Creation and Posting**

(a) **Weekly Schedule:** The work schedule will cover a one-week period, extending from Friday to Thursday.

(b) **Schedule Posting:** The Employer will post the work schedule at least 48-hours in advance. The schedule will be made available electronically, indicating each employee's total scheduled hours.

In the event of an emergency or any other circumstance arises beyond the Employer's control, and the schedule cannot be posted at least 48 hours in advance, the Employer will communicate this to the employees as soon as possible.15.03.

### **15.03 Schedule Management**

(a) **Maximum Hours:** The Employer will assign employees up to a maximum of 44 hours per week, respecting the overtime provisions outlined in Article 14.

(b) **Priority in Scheduling:** Initial scheduling will be based on employees' availability, ability to perform the work, and seniority. If management requires changes to the schedule after it has been published, such changes will be based solely on employees' availability and ability to perform the work.

After the schedule has been posted by management, employees may exchange shifts with other employees in accordance with procedures set out below in this Section, with the prior authorization of the Employer.

Any employee wishing to exchange their scheduled shift with another employee must submit a shift exchange request through the company's scheduling application no later than twenty-four (24) hours before their scheduled shift starts. No shift exchange will be authorized by the General Manager or the designate of the Employer:

(a) unless the two (2) employees both have the abilities and qualifications necessary to perform the work and job assignments for the proposed shift exchange; and

(b) neither employee becomes entitled to overtime pay as a consequence of the proposed shift exchange.

If an employee calls in absent for a shift, the on-duty manager may find a replacement employee at their sole discretion, without having regard to the replacement employee's seniority.

For further clarity, there shall be no increased costs for the Employer should employees exchange shifts with the Employer's authorization, and there shall be no grievance filed as a result of an authorized and agreed shift exchange.

### **15.04 Overtime and Additional Shifts**

**Calls for Additional work:** Calls for work beyond the scheduled hours will be made in accordance to the employee's availability.

# ARTICLE 16 – STAFFING

## 16.01 Minimum Staffing Levels

(a) **General Staffing Requirements:** The Employer agrees to maintain a sufficient number of employees to effectively handle all tasks within the scope of the bargaining unit. This includes ensuring adequate staffing for all operational activities during cinema hours.

(b) Subject to article 16.01(a), **Specific Minimum Staffing Requirements:**

- **Floor:** A minimum of one (1) employee will be assigned to the floor during operating hours. A minimum of one (1) employee will be assigned to the floor at the closing of the operational day.
- **Concession:** A minimum of one (1) employee will be assigned when the unit is open to the public.
- **Outakes:** A minimum of one (1) employee will be assigned when the unit is open to the public.

For further clarity - in food service areas, one (1) employee will be assigned to each open cash register.

(c) **Adjustments Based on Operational Needs:** While these are the standard minimum staffing levels, the number of employees assigned may be adjusted based on operational needs.

(d) **Cast Lead:** The Employer will make efforts to schedule a minimum of one employee who holds the role of Cast leader on Tuesdays, Fridays and Saturdays for a minimum period of three (3) hours subject to their availability. It is understood that this person is included in the minimum workforce. Grievances will not apply to article 16.01(d) in the event that there are no Cast Leaders available to work these shifts.

## 16.02 Assignment of Duties

(a) **Preparation Time:** Employees assigned to food service, will be scheduled to arrive at least thirty (30) minutes in advance of opening to the public to complete necessary preparations.

(b) **Role Assignments:** Employees will be assigned to specific roles such as usher, cashier or food service, based on the needs of the cinema. The Employer will ensure that each role necessary for operations is adequately staffed. When business levels require it, the Employer may use employees who are cross trained in multiple positions to ensure that there is task coverage by working multiple positions within one shift.

## 16.03 Reserved Work and Management Involvement

(a) **Management Role:** Management personnel may perform bargaining unit work only in specific circumstances such as emergencies, unexpected staff shortages, or high customer volume.

(b) **Duration of Management Involvement:** Management's involvement in bargaining unit work is temporary, only until a suitable replacement from the bargaining unit can be arranged, or if the duration is expected to be less than six (6) hours or show set (matinee or evening).

#### 16.04 Staffing Adjustments

(a) **Reduction in Staffing:** The Employer may reduce staffing levels, based on operational needs, but will maintain the minimum number of employees, as identified in article 16.01(b).

(b) **Increase in Staffing:** If operational needs require additional staffing, the Employer will first seek to assign additional hours to current employees subject to their availability. If such employees become eligible for overtime pay as a result of such changes, the Employer retains the discretion not to schedule them.

#### 16.05 Compliance with Laws

The Employer will comply with all applicable laws and regulations regarding staffing, including health and safety standards, to ensure a safe and efficient working environment.

## ARTICLE 17 – WORKING CONDITIONS

#### 17.01 Cleaning and Maintenance Work

(a) **Assignment of Cleaning Tasks:** Cleaning tasks, including maintenance of walls, ceilings, and other areas, will be assigned to employees as part of their regular duties. These tasks will be scheduled to minimize disruption to cinema operations and employee workload.

(b) **Protective Clothing:** Employees assigned to cleaning tasks that could soil their clothing will be provided an apron upon request.

## ARTICLE 18 – BREAKS

#### 18.01 Scheduling of Breaks

Breaks will be scheduled by the Employer in a manner that ensures operational efficiency while respecting employee welfare.

#### 18.02 Rotation of Breaks

Break periods will be taken in rotation to ensure continuous customer service. The scheduling of these breaks will be managed by the Employer based on operational needs.

#### 18.03 Compliance with Law

The Employer will comply with all applicable laws and regulations regarding employee breaks as set forth in the ESA and any other relevant legislation.

## ARTICLE 19 – HOLIDAYS

#### 19.01 Recognition of Statutory Holidays

This collective agreement shall recognize all statutory holidays in alignment with the Ontario government. **These include:**

- New Year's Day – January 1

- Family Day – the third Monday in February
- Good Friday – the Friday before Easter Sunday
- Victoria Day – the Monday before May 25
- Canada Day – July 1
- Labour Day – the first Monday in September
- Thanksgiving Day – the second Monday in October
- Christmas Day – December 25
- Boxing Day – December 26

Additionally, any other day declared a statutory holiday by the Ontario government will be recognized as such.

### **19.02 Holiday Pay and Work on Holidays**

(a) **Holiday Pay:** If an employee works on a recognized statutory holiday in Ontario, they will be paid according to the calculation identified under ESA for hours worked on that day.

(b) **Public Holiday Pay for Not Working on a Holiday:** For employees, including part-time workers, who are not assigned to work on a statutory holiday, public holiday pay will be calculated in accordance with the ESA. This ensures a fair and equitable approach for all employees, regardless of their hours worked.

(c) **Statutory Holiday During Vacation:** If a statutory holiday occurs while an employee is on vacation, they will receive, the public holiday pay as calculated per clause 19.02(b).

## **ARTICLE 20 –SICK/PERSONAL DAYS**

### **20.01 Entitlement to Sick/Personal Days**

(a) **Number of Unpaid Sick Days:** Each employee is entitled to a maximum three (3) unpaid sick days per year, and three (3) unpaid family responsibility leave days per year. These days are inclusive of the ESA entitlements; they are not in addition to those entitlements.

(b) Unpaid sick days will be made available at the beginning of each calendar year.

### **20.02 Utilization of Sick Days**

**Notification of Absence:** Employees must notify their immediate Manager as soon as possible in the event of an illness or injury that prevents them from attending work.

### **20.03 Additional Provisions**

(a) **Legislative Changes:** If legislative changes occur that affect the provisions of paid sick leave or family leave, this article will be reviewed and amended accordingly to ensure compliance and fairness.

(b) **Confidentiality:** All information regarding the use of sick leave will be treated confidentially by the Employer.

# ARTICLE 21 – JOB POSTINGS

## 21.01 Posting of Job Openings

- (a) **Internal Posting:** When a new position is created or a Cast Leader or Assistant Manager position is vacant, it shall be posted internally for seven (7) days.
- (b) **Selection Criteria:** The position will be awarded to the most competent employee who meets the Employer's job requirements. In cases of equal competence, seniority shall prevail.
- (c) **External Hiring:** If the position cannot be filled internally according to this procedure, the Employer may hire an external candidate.

## 21.02 Training and Development

**Eligibility for Training:** Eligibility for training will be based on operational requirements, the employee's availability, the employee's ability to perform the work, and the required qualifications.

# ARTICLE 22 – UNIFORMS

## 22.01 Uniform Provision and Maintenance

- (a) The Employer will provide uniforms as required according to existing practice (uniform shirt and hat). If changes to the uniform are proposed, the Employer will notify the union.
- (b) **Uniform Standards:** The Employer will ensure that uniforms provided are of a reasonable standard, both in terms of repair and cleanliness.

## 22.02 Employee Responsibilities

- (a) **Personal Hygiene and Presentation:** Employees are required to maintain a good standard of personal hygiene and to present themselves in a professional manner. This includes wearing the provided uniform during work hours and ensuring it is clean and well- maintained.
- (b) **Care of Uniforms:** Employees are responsible for the regular cleaning and maintenance of their uniforms.

## 22.03 Replacement and Additional Uniforms

Employees that work frequently and consistently may request an additional uniform which the Employer will not unreasonably deny.

# ARTICLE 23- EXPIRATION & RENEWAL

## 23.01 Duration of Agreement

This Agreement shall become effective on the day after it has been ratified by both parties and shall remain in effect until April 1, 2028.

This Agreement shall be renewed automatically from year to year, unless either party delivers to the other party with a written notice to bargain which shall be delivered no sooner than ninety (90) days before the Agreement's date of expiration.

In the witness hereof, the parties have affixed their signatures, the 28<sup>th</sup> day of November, 2025

**The International Alliance of Theatrical  
Stage Employees and Moving Picture  
Technicians, Artist, and Allied Crafts of the  
United States, its Territories and Canada  
Local B-173**

**Cineplex Entertainment Limited Partnership  
o/a Cineplex Cinemas Empress Walk**

*Brandy Lynn McAllister*

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Brandy Lynn McAllister  
Business Agent IATSE Local B-173

*Biagio Di Carlo*

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Biagio Di Carlo, VP National Operations

*Maria Tassou*

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Maria Tassou, VP Legal

# APPENDIX – WAGES

**Wage Scale:**

All employees will be paid according to the following hourly rates:

**Age categories:**

Student minimum wage, as per the ESA, applies to students under the age of eighteen (18) who work twenty-eight (28) hours a week or less when school is in session or work during a school break or summer holidays. General minimum wage, as per the ESA, will apply to all other employees.

**Tenure Based Wage Band:**

- At hiring and less than six (6) months of service- Student minimum wage or General minimum wage as per the ESA.
- Six (6) months or more, but less than Eighteen (18) months- Student minimum wage or General minimum wage, as per the ESA, plus \$0.25.
- Eighteen (18) months or more- Student minimum wage or General minimum wage, as per the ESA, plus \$0.50.

<b>ONTARIO GENERAL WAGE GRID</b>			
<b>Effective October 1, 2025</b>			
Job	Starting Hourly Rate 0-6 months service	6-18 months service	18 months + service
<b>Cast Member</b>	General Minimum Wage	General Minimum Wage plus \$0.25	General Minimum Wage plus \$0.50
	<b>\$17.60</b>	<b>\$17.85</b>	<b>\$18.10</b>
<b>Cast Leader</b> (\$0.50 premium about the cast member rate)	<b>\$18.10</b>	<b>\$18.35</b>	<b>\$18.60</b>

<b>ONTARIO STUDENT WAGE GRID</b>			
<b>Effective October 1, 2025</b>			
The following grid applies to student under the age of 18 who work 28 hours a week or less when school is in session or work during the school break of summer holidays			
Job	Starting Hourly Rate 0-6 months service	6-18 months service	18 months + service

<b>Cast Member</b>	Student Minimum Wage	Student Minimum Wage plus \$0.25	Student Minimum Wage Plus \$0.50
	<b>\$16.60</b>	<b>\$16.85</b>	<b>\$17.10</b>
<b>Cast Leader</b> (\$0.50 premium about the cast member rate)	<b>\$17.10</b>	<b>\$17.35</b>	<b>\$17.60</b>

**Additional Provisions:**

- (a) **Cast Lead premium:** Employees in the Cast Leader role will receive an additional Premium of \$0.50 per hour, based on their age category and tenure band.

**Wage adjustment:**

The following are the general and student minimum wage rates which applied or will apply to the time periods set out below:

	A	B	C
<b>Ontario Minimum Wage Rates</b>	Oct 1, 2023, to Sept 30, 2024	Oct 1, 2024, to Sept 30, 2025	Oct 1, 2025, to Sept 30, 2026
<b>General minimum wage</b>	\$16.55 per hour	\$17.20 per hour	\$17.60 per hour
<b>Student Minimum wage</b>	\$15.50 per hour	\$16.20 per hour	\$16.60 per hour

The following retroactive payments in the tables below are in addition to the general and student minimum wage rates already paid (see columns A, B, and C in the table above). The wage adjustments are applicable only to employees actively employed once the collective agreement comes into force.

**Wage adjustments: June 1 – September 30, 2024**

<b>Service Tenure</b>	<b>Role Assign Pay (above general and student minimum wage)</b>	<b>Details</b>
6-18 months as of June 1, 2024	\$0.25/hour	Retroactive pay for all regular hours worked from June 1, 2024 to September 30, 2024.  If employee reached 6-months during the above time period, retroactive pay starts from the 6-month date.
More than 18 months as of June 1, 2024	\$0.50/hour	Retroactive pay for all regular hours worked from June 1, 2024, to September 30, 2024  If employee reached 18-months during this period, additional \$0.25/hour from 18-month date, on top of \$0.25/hour for 6-months

**Wage Adjustments:** October 1, 2024 – effective date that the collective agreement come into force.

<b>Service Tenure</b>	<b>Retroactive Pay (above general and student minimum wage)</b>	<b>Details</b>
6-18 months as of October 1, 2024	\$0.25/hour	<p>Retroactive pay for all regular hours worked from October 1, 2024, to effective date that the collective agreement comes into force.</p> <p>If employee reached 6-months during the above time period, retroactive pay starts from the 6-month date.</p>
More than 18 months as of October 1, 2024	\$0.50/hour	<p>Retroactive pay for all regular hours worked from October 1, 2024, to effective date that the collective agreement comes into force.</p> <p>If employee reached 18 months during this period., additional \$0.25/hour from 18-month date, on top of \$0.25/hour for 6-months.</p>

*\*These wage adjustments do not include overtime hours*

# Letter of Understanding Regarding Cineplex Incentive Programs

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS,  
ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA,

LOCAL B-173

(the "Union")

And

Cineplex Entertainment Limited Partnership o/a

Cineplex Cinemas Empress walk

(the "Employer")

The Employer will offer the following incentive programs, which align with those provided to other hourly employees at its other Ontario theatre location:

Cast pass vouchers; and

Food discounts

The above incentive programs are governed by the Employer's policies, which are subject to change from time to time in the Employer's sole discretion

Executed by the Employer and the Union as of the 30 day of October 2025.

**The International Alliance of Theatrical  
Stage Employees and Moving Picture  
Technicians, Artist, and Allied Crafts of  
the United States, its Territories and  
Canada Local B-173**

**Cineplex Entertainment Limited Partnership o/a  
Cineplex Cinemas Empress Walk**

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