

COLLECTIVE BARGAINING AGREEMENT

CINEMA AMC 22 FORUM AMC ENTERTAINMENT INC

Hereinafter, "the Employer"

And

Alliance internationale des employés de scène, de théâtre, des techniciens de l'image,
artistes et métiers connexes des États-Unis, de ses territoires et du Canada,

IATSE local 262



Hereinafter, "the Union"

2009-2012

Contents

Article 1. PREAMBLE AND GENERAL CLAUSES.....	2
Article 2. UNION RECOGNITION.....	2
Article 3. DEFINITIONS AND RANGE OF APPLICATION OF THE AGREEMENT.....	3
Article 4. MANAGEMENT RIGHTS.....	3
Article 5. UNION SECURITY AND DUES.....	4
Article 6. WORK RELATIONS.....	4
Article 7. STRIKE AND LOCK-OUT.....	5
Article 9. SENIORITY.....	6
Article 10. REMUNERATION AND PAYMENTS.....	6
Article 11. DISTRIBUTION OF HOURS OF WORK AND WORK SCHEDULES.....	7
Article 12. MINIMUM STAFFING AND POSITIONS.....	9
Article 13. CALCULATION OF HOURS.....	9
Article 14. BREAKS.....	10
Article 15. STATUTORY HOLIDAYS.....	11
Article 16. VACATIONS.....	11
Article 17. SICK LEAVE.....	12
Article 18. PERSONAL LEAVE.....	12
Article 19. FAMILY LEAVE.....	13
Article 20. UNION LEAVE.....	13
Article 21. LEAVE FOR JUDICIAL MATTERS.....	13
Article 22. GROUP INSURANCE.....	14
Article 23. LEAVE TO PARTICIPATE IN PUBLIC AFFAIRS.....	14
Article 24. TECHNOLOGICAL CHANGES, TRAINING, LAYOFFS AND SHUT DOWNS.....	14
Article 25. UNIFORMS.....	15
Article 26. VARIOUS CLAUSES.....	15
Article 27. CIVIC RESPONSIBILITY.....	17
Article 28. UNION LIFE.....	17
Article 29. MIXED COMMITTEE.....	18
Article 30. HEALTH AND SAFETY.....	18
Article 31. DISCIPLINARY MEASURES.....	19
Article 32. GRIEVANCE PROCEDURE.....	20
Article 33. STUDENT EMPLOYEES.....	21
Article 34. ANNEXES.....	21
Article 35. DURATION OF THE AGREEMENT.....	21
ANNEX "A".....	22
ANNEX "B".....	23

Article 1. PREAMBLE AND GENERAL CLAUSES

Art. 1.01 Goal of the Agreement

The present agreement seeks to establish and maintain organized, harmonious, and equitable work relations as well as provide for the resolution of all misunderstandings between the parties without loss of productivity, interruption of work, or unnecessary spending. Furthermore, the Employer, the employees, and the Union all agree to cooperate fully, individually and collectively, in the realization of these goals.

Art. 1.02 General Clauses

The present agreement consists of total working conditions that regulate relations between the Employer, the Union, and the salaried employees of the Employer to whom this agreement applies. No modification of the present agreement is valid unless it is recorded in writing and signed by the representatives duly authorized by the Employer and the Union, and lodged with the Ministry of Labour, all according to the clauses of Article 72 of the Labour Code. It is agreed that all obligations, verbal or written, prior to the present agreement and not written as part of the present agreement, is considered null and void.

Art. 1.03 Legislation

If a clause of the present agreement is or becomes incompatible with a Canadian or Quebec law, or with a regulation of the application of such laws, the Employer and the Union agree that this clause, in the manner in which it is incompatible, will be considered non-essential, null and without recourse and the present agreement will conform with the law.

Art. 1.04 Usage of Terms

In the following text, the use of certain masculine terms is used only to simplify the text and does not imply any discrimination whatsoever. Unless the meaning contradicts it, the masculine terms apply equally to females. Unless the context indicates otherwise, the singular includes the many and vice-versa.

Art. 1.05 Rights and Freedoms of the Employee

The parties agree that all employees have the right to recognition and the equal use, to all the rights and freedoms of the Collective Agreement, without distinction, exclusion or preference based on race, colour, sex, age, family status, religion, political beliefs, language, ethnic origin, nationality or sexual orientation. There is discrimination when such a distinction, exclusion or preference has the effect of reducing or compromising these rights and advantages foreseen by the agreement.

Art. 1.06 Language of Work

The Employer will provide his employees with all written communications in French and, if the Employer deems it appropriate, equally in English. Where verbal communications are concerned, they will be in French or in English as appropriate.

Article 2. UNION RECOGNITION

Art. 2.01 Negotiation Agent

The Employer recognizes the Union as the sole bargaining agent as it pertains to the Labour Code of Quebec for all those who belong to the bargaining unit defined by the Certificate of Accreditation given out by the Ministry of Labour on September 5th, 2007.

Art. 2.02 Operation of Equipment

The Employer will use employees to operate the projection equipment located in the projection booth unless it is otherwise provided for in the present collective agreement. People outside of the bargaining unit can provide maintenance of this equipment. In accordance with past practice, people excluded from the bargaining unit can also operate the projection equipment in cases of absence, unforeseen situations, if assistance is requested, or corporate events.

Article 3. DEFINITIONS AND RANGE OF APPLICATION OF THE AGREEMENT

Art. 3.01 Definitions

In the present collective agreement, the following definitions apply unless the context opposes it:

“Employee”: All people covered by the bargaining unit;

“Employer”: *AMC Forum 22 Cinema* or *AMC Entertainment Inc.*;

“Union”: *The International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States , its Territories and Canada*, local 262.

Art. 3.02 Allotment of work

The Employer agrees to not subcontract any work done by bargaining unit employees at the moment of the signing of the collective agreement. However, the Employer reserves the right to use their external technical support people or organizations for activities related to the maintenance and repair of their audio-visual equipment, and for the maintenance and cleaning of their premises, including theatre room cleanings.

Art. 3.03 Employer’s Responsibility

Unless otherwise provided for in the collective agreement, or on demand of a third party user, the Employer will use employees in the case of lease, sub-lease or rental of their location to third parties for the goal of cinematographic projection.

Article 4. MANAGEMENT RIGHTS

Art. 4.01 General Clause

The Union recognizes that the Employer has the right to manage, direct and administrate their business in accordance with the rights that the law allows them, in conformity with the obligations of the law and those of the clauses of the collective agreement. The Employer agrees to not exercise its management rights in an arbitration or discriminatory fashion in the context of clause 1.05 of this agreement.

Art. 4.02 Internal Regulations

(a) The Employer may create reasonable internal regulations for the goal of maintaining good order and efficiency in their establishment.

(b) All new internal regulations must be posted on the work premises in an area easily in sight of the employees. A copy of all new regulations will be transmitted to the Union at least three (3) days before the date of its enforcement, except in unforeseen circumstances.

Article 5. UNION SECURITY AND DUES

Art. 5.01 Union Membership

As of their first day of work, employees become members of the Union.

Art. 5.02 Time of Membership

The Employer gives all new employees a membership form for the Union at the same time as other forms required by the Employer. If the employee returns it completed, the Employer will in turn remit it to the Shop Steward present on the work premises.

Art. 5.03 Collection of Dues

- (a) The withholding of union dues is done by the Employer at the source on every pay period. The dues are then sent to the Union within thirty (30) days of withholding;
- (b) The Employer agrees to deduct the regular Union dues from all employees during the course of the present agreement;
- (c) Any change in dues is effective the second pay period following the receipt of an official notice signed by a duly authorized Union representative, certifying this change to the Employer.

Art. 5.04 Statement of Dues

- a) At the same time as the deducted Union dues are sent to the Union as provided for in the present text, the Employer will provide the Union with a statement indicating
 - i) The names of the salaried person for whom the deductions were made, as well as the amount deducted for each
 - ii) The name of salaried persons who did not have any deductions, as well as, for each case, the reason for doing so
 - iii) For each salaried person, the number of hours worked the hourly rate, as well as the total income.
- b) This statement will be sent in thirty (30) days on a printed form, and if possible, in computerised format, useable by the Union.
- c) Every month, the Employer sends to the Union the list of salaried persons on leaves of absence and who resigned.

Article 6. WORK RELATIONS

Art. 6.01 Union Correspondence

All correspondence related to the present agreement sent by the Employer to the union is transmitted to the person designated by the Union to receive this correspondence by email, fax or by mail at 3414 avenue du Parc, suite 320, Montréal (Québec), H2X 2H5 or all other addresses designated by the Union.

Art. 6.02 Union Access to the Work Premises

The Employer will permit Union representatives access to the work premises for the exercise of their functions after having received permission from the General Manager. The Employer will not refuse such permission without just cause.

Art. 6.03 Particular Understanding

Any particular understanding modifying the agreement cannot be negotiated between an employee, or group of employees, and the Employer without the presence of a duly mandated person to represent the Union and the Employer, and it cannot enter into force save after ratification by the parties. Both parties will provide each other with a list of duly mandated people.

Art. 6.04 Copy of Communications

Upon request by a Union representative, the Employer will remit to the Union a copy of all documents and all general communications given to Employees.

Art. 6.05 Information Given to New Employees

During the first month of their employment, with previous authorization of the Employer, a representative of the Union scheduled may meet with a new employee, without loss of pay, for a period not to exceed fifteen (15) minutes.

Article 7. STRIKE AND LOCK-OUT

Art. 7.01 Work Stoppage

The Union agrees to not strike, or engage in a partial or complete work stoppage, for the duration of the agreement.

Art. 7.02 Lock-out

The Employer agrees to not resort to lock-out for the duration of the agreement.

Article 8. HIRING

Art. 8.01 Hiring Within the Bargaining Unit

When the Employer needs to train employees to be able to fulfill hours as a Projection Clerk or Guest Services Clerk, they must post the opening for ten (10) days and offer the training to the most qualified employees. If the employees are equally qualified and available, the training is then offered in seniority order. If no employee is interested or qualified, the Employer may hire for the position externally.

Art. 8.02 Hiring Outside the Bargaining Unit

Openings for positions outside the bargaining unit will be posted internally for ten (10) days for information purposes. However, the offering of these positions is at the Employer's discretion and cannot be the made the issue of a grievance or arbitration.

Art. 8.03 Trial Period

New employees finish their trial period 90 calendar days after their first day of work, During their trial period, employees are governed by the collective agreement except in the grievance procedure as it relates to dismissal.

Article 9. SENIORITY

Art. 9.01 Definitions

“Seniority”: The length of uninterrupted service of an employee from their date of hire at *AMC Forum 22 Cinema*.

Art. 9.02 Seniority List

(a) The Employer will maintain a current list indicating the date of hire at *AMC Forum 22 Cinema* for each employee.

(b) This list will be updated and at the Union’s availability August, November January and May of each year.

(c) In case of contestation of the list, the grievance and arbitration procedure in the current agreement will apply.

Art. 9.03 Loss of Seniority

There is automatically a loss of seniority and employment following of these circumstances:

i) The resignation of the employee;

ii) The termination of the employee, unless the termination is later overturned by an arbitrator or by agreement between the Union and the Employer;

iii) After a two (2) month period during which the employee does not complete any work;

iv) After completing the trial period, if the employee does not arrive for work three (3) times that they were scheduled without valid reason during a twelve (12) month period.

Article 10. REMUNERATION AND PAYMENTS

Art. 10.01 Salary Scale

The employees will be paid in accordance with the clauses of the current agreement, in line with the salary scales located in Annex A.

Art. 10.02 Premiums

Any employee who must use their own vehicle at the Employer’s demand to perform tasks assigned by the Employer is entitled to their salary plus a forty (\$0.40) cent premium per kilometre. The Employer will also, as the situation requires, defray all parking costs incurred.

Art. 10.03 Payment of the Pay

Employees are paid every two (2) weeks by direct deposit on Thursday for the period of work ending the preceding Thursday. If the pay day coincides with a holiday, the pay is deposited the preceding regular day.

The check slip must be given to the salaried persons on Friday and must indicate at least the following information:

- The first and last names of the employee;
- The gross pay;
- The net pay;
- The holiday pay accumulated and not taken;
- The period covered by the check;
- The hours worked in overtime and the corresponding amounts;
- Bonuses;
- The deductions anticipated by the agreement or by the law;
- Cumulative amounts.

Art. 10.04 Film Festivals

For the duration of a film festival, an appropriate number of employees will be assigned, including a projection clerk.

Article 11. DISTRIBUTION OF HOURS OF WORK AND WORK SCHEDULES

Art. 11.01 Availabilities

(a) The employees submit their availabilities in writing to the general manager, at the latest by August 15th, November 15th, January 15th and May 15th, for the weeks of the quarter starting the first Friday after these deadlines

(b) The availabilities will be expressed for each week of the quarter, as well as for calls above the schedule.

(c) At their discretion, employees may modify their availability for the remaining time of the quarter three (3) times per quarter, at least one (1) week before the schedule is made. Any additional modifications may be authorized by the Employer if they deem it for a sufficient and justified reason.

(d) The refusal to provide availability by the dates given in paragraph (a) is considered as a refusal to work and a resignation unless a valid reason is provided by the employee.

(e) The employee provides satisfactory availabilities for each week in accordance with the periods of work normally attributed to cinemas, including complete availabilities for at least one (1) work period during one (1) of three (3) weekend days (Friday/Saturday/Sunday), one (1) of the four (4) weekdays (Monday to Thursdays inclusively) and one (1) day between Monday and Sunday inclusively.

Art. 11.02 Schedule

- (a) The schedule covers a one week period from Friday to the next Thursday.
- (b) The schedule is determined in association with the needs of the operations of the Employer and in line with the clauses of article 12.
- (c) The Employer may assign employees up to one (1) work shift a day and up to forty (40) hours per week to fill the schedule according to:
 - i) The availabilities of the employee;
 - ii) Their ability to carry out the work;
 - iii) The order of seniority.
- (d) The schedule is posted the preceding Tuesday for the week it covers.
- (e) Insofar as it is possible given the availabilities of the employee:
 - (i) The schedule of an employee may be concentrated over a period of five (5) consecutive days;
 - (ii) The employee has a right to two (2) consecutive days off per week.
- (f) It is the responsibility of the employee to take the necessary means to know their work schedule.

Art. 11.03 Calls Above the Schedule

- (a) Calls for work shifts above the schedule are given the day before, save in cases of emergency or where it is impossible to act otherwise.
- (b) The general manager assigns employees for these calls according to the provisions of paragraph 11.02c).

Art. 11.04 Modifications to the Schedule

- (a) Save in cases of illness, accident or other similar unforeseen cases, employees, who provided more than the minimum availability required in paragraph 11.01e), may ask to modify their schedule up to two (2) times per month (three (3) times per month for employees who are availability for work during two (2) of three (3) weekend days). They must advise the Employer at least 48 hours in advance. If the Employer is unable to replace the employee, they must respect their original schedule. Employees who provide only the minimum availability requirements of paragraph 11.01e) cannot benefit from modifications to the schedule.
- (b) In case of cuts of personnel on the same day of the shift, they are performed in reverse order of seniority, after having been offered in seniority order, so long as the remaining employees at work can accomplish all the work required.

Art. 11.05 Overtime

- (a) The performance of overtime is voluntary; any employee may refuse overtime without incurring penalty.
- (b) In the case of the Employer wanting to effect overtime, the work must first be offered to employees on-site, in seniority order. However, if no employee accepts the work, the less senior person must remain at work for a maximum period of three (3) hours.

ART. 11.06 Inspection and Repairs

When inspection or repairs are done on projection equipment, they must be documented and this information be made to the employees.

Article 12. MINIMUM STAFFING AND POSITIONS

Art. 12.01 Minimum Staffing

When the cinema is in operation, the Employer determines and assigns a sufficient number of employees to accomplish all the tasks related to the bargaining unit.

Art. 12.02 Assignments

Once the theatre is open for the paying public until fifteen (15) minutes after the start of the last show of the day, six (6) employees will be scheduled to work, including one (1) projection clerk. Save in cases of special circumstances, the projection clerk will be assigned to work at least one (1) hour before the start of the first show.

The Employer will ensure that the projection clerks are in a position to take their breaks and, if needed, can benefit from the help of a co-worker during heavy work periods. The Employer will make reasonable efforts to insure that this help will be provided by a bargaining unit employee.

Art. 12.03 Reserved Work

In addition to other occasions provided for by the collective agreement, member of the management can also perform bargaining unit work in the following cases:

- (a) Emergency or "force majeure";
- (b) Absence, lateness, or unforeseen departure on the part of a scheduled employee; \
- (c) Unforeseen business levels;
- (d) Cancellation of a work shift at the last minute that does not allow time to proceed with calls or when no employee is available;
- (e) Training of employees.

Art. 12.04 Length of Exceptions to Reserved Work

When the circumstances listed in paragraphs b), c) and d) of article 12.03 occur, the Employer may use management staff until:

- (a) An employee already on site to work the same day becomes available; or
- (b) An available employee, who is not already present on site, arrives on site after having been called by the Employer.

The clauses of this article cannot allow for overtime to the employee.

Art. 12.05 Cleaning Work

(a) Cleaning work, insofar as cleaning of walls and cleanings and ventilation, will not be performed by employees scheduled for ushering, concessions or box office during the hours of operation of the counters of the theatre.

(b) In the cases mentioned in the preceding paragraph, all employees involved in these jobs shall be provided with overalls or work clothing.

Article 13. CALCULATION OF HOURS

Art. 13.01 Minimum Duration of a Work Shift

The minimum length of a normal shift is four (4) hours at regular hourly wages. However, the minimum length is reduced to three (3) hours for employee meetings, calls above the schedule, cleaning work, or festivals.

Art. 13.02 Hours of Work

The hours of work are calculated to the exact minute.

Art. 13.03 Preparation and Intermissions

As far as the requirements of the distributor and the programming allow, there are at least twenty (20) minutes of intermission between each representation.

Art. 13.04 Overtime

Employees are paid at an overtime rate of fifty (50) percent above their regular hourly wage for work hours exceeding 40 hours in the same week.

Art. 13.05 Night Work

With the exception of projection clerks, employees working between 1am and 6am will receive an hourly premium of one (1) dollar.

If an employee is working and their only means of transport home is public transit, and if it is not available at the end of their shift, the Employer will reimburse the Employee the fees they spend for a taxi ride directly between the work premises and their home, to a maximum of \$30. To receive this reimbursement, the employee must supply the Employer with a detailed receipt that specifies the time of the ride, the points of origin and arrival, and the cost of the ride. This must be provided on their next shift.

Article 14. BREAKS

Art. 14.01 Rest Breaks and Meal Breaks

Rest and meal breaks will be distributed as follows:

Length of Shift	Rest Breaks (15 minutes each)	Meal Breaks (30 minutes each)
4 hours	1 (15 minutes total)	0 (0 minutes total)
5 hours	0 (0 minutes total)	1 (30 minutes total)
6 hours	0 (0 minutes total)	1 (30 minutes total)
7 hours	1 (15 minutes total)	1 (30 minutes total)
8 hours	1 (15 minutes total)	1 (30 minutes total)
9 hours	2 (30 minutes total)	1 (30 minutes total)
10 hours	2 (30 minutes total)	1 (30 minutes total)
11 hours	2 (30 minutes total)	2 (60 minutes total)
12 hours	2 (30 minutes total)	2 (60 minutes total)
13 hours	2 (30 minutes total)	2 (60 minutes total)
14 or more hours	3 (45 minutes total)	2 (60 minutes total)

- (i) The hours worked are those between the start of the shift and the end of the shift, including breaks.
- (ii) The first break is taken one hour after the start of the shift at the earliest and the last break must be taken at least one hour before the end of the shift.
- (iii) Thirty (30) minutes after the closing of the box office, the Employer cannot schedule a break save with mutual agreement with the employee.
- (iv) The meal break must be given no later than six (6) hours after the start of the shift save with mutual agreement with the employee.

The present article does not apply to projection clerks.

Art. 14.02 Time of Breaks

The breaks will be taken in rotation, in a manner that does not cause a service interruption to the clientele. The break times will be determined by the Employer. The Employer and the employee may agree to join breaks together.

Article 15. STATUTORY HOLIDAYS

Art. 15.01 Definition

The following statutory holidays are recognized as such for the implementation of the present agreement:

- January 1
- Good Friday
- Patriot's Day
- Fete Nationale du Québec
- Canada Day
- Labour Day
- Thanksgiving
- Christmas

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

Art. 15.02 Remuneration and Minimal Compensation

The employee who has completed their probation period has a right to the following benefits for the statutory holidays listed in article 15.01:

- i. The employee assigned to work a statutory holiday is paid at twice the normal rate;
- ii. The employee who is not assigned to work a statutory holiday will receive an indemnity equal to the total number of hours worked during the 28 days prior to the statutory holiday, divided by the number of days worked, paid at their normal hourly rate.

Art. 15.03 Holidays and Vacation

If a holiday occurs during the vacation time of an employee, that employee will receive the indemnity provided in article 15.02 (ii).

Article 16. VACATIONS

Art. 16.01 Reference Period

The reference period for the calculation of vacations will be from May 1st to April 30th of the following year.

Art. 16.02 Calculation of Vacation Time

- (a) An employee who, as of May 1st, has less than five (5) years of seniority has a right to two (2) weeks of vacation per year;
- (b) An employee who, as of May 1st, has more than five (5) but less than fifteen (15) years of seniority has a right to three (3) weeks of vacation per year;
- (c) An employee who, as of May 1st, has more than fifteen (15) years of seniority has a right to four (4) weeks of vacation per year.

Art. 16.03 Choice of Vacation Period

- (a) The employees will let their vacation choice be known in writing at least four (4) weeks in advance;
- (b) The Employer must confirm the demand of vacation two (2) weeks at most after the demand is made. Vacation demands will not be refused save for just cause.
- (c) If two or more vacation demands are received by management for the same time period, they will be processed in order that they were received.

Art. 16.04 Vacation Pay

The vacation pay will be accumulated by the Employer and remitted to the employee at the time they take their vacation.

Article 17. SICK LEAVE

Art. 17.01 Bank and Mode of Payment

An employee with at least one (1) year of seniority, who regularly works between fifteen (15) and twenty (20) hours per week, has a right to between fifteen (15) and twenty (20) hours of sick leave per calendar year, proportionally to the number of works worked previously. The Employer may demand a medical certificate or other piece of valid justification. The indemnity for sick leave is payable in case of illness or accident as follows:

- First day of absence – No indemnity (convalescence period);
- Subsequent days of absence – Indemnity for the amount left in the sick leave bank.

The indemnity is paid in regards to the work schedule, not to exceed eight (8) hours, for the days where the employee would have worked save for the illness or accident, at their regular hourly wage. The convalescence period applies to each illness or accident where the indemnity bank has not yet been spent in the calendar year. The indemnity bank is not cumulative, cannot be carried forward, or withdrawn as cash by the employee.

Article 18. PERSONAL LEAVE

Art. 18.01 Marriage

Any employee who has completed their probation period has a right to a leave of five (5) consecutive calendar days for the occasion of their marriage, including the day of the marriage ceremony. If the employee is scheduled to work the day of their marriage, they receive an indemnity equal to the pay they would have otherwise received.

Art. 18.02 Death Leave

For the death of a father, mother, brother, or sister, the employee has a right to a leave without loss of pay for no more than three (3) days, between the day of death and the day of the funeral inclusively. For the death of a partner or child of the employee, the leave is not to exceed five (5) days.

Art. 18.03 Leave Without Pay

With a written request fifteen (15) days prior and with the approval of the Employer, which will only be denied with just cause, an employee may absent themselves from work without pay for a period not to exceed three (3) months. If the request is made for academic reasons, the absence cannot exceed eight (8) months.

Article 19. FAMILY LEAVE

Art. 19.01 Maternity or Paternity Leave

The employee has a right to a maternal or paternal leave in accordance with the applicable provisions of the law.

Art. 19.02 Leave for Family Obligation

In accordance with the provisions of the law, an employee may absent themselves from work, without pay, for 10 days a year to fulfill obligations related to the care, the health or the education of their child or the child of their partner, their father, their mother, a brother, a sister, or a grandparent. This leave can be split into partial days if the Employer consents. The employee must advise the Employer of their absence as soon as possible and take all reasonable measures at their disposal to limit the length and frequency of this leave.

Article 20. UNION LEAVE

Art. 20.01 UNION LEAVE

A person designated by the Union can, to a maximum of three (3) people at a time, on written notice by the Union two (2) weeks in advance (save in case of emergency) to the Employer, absent themselves from work for a period of thirty (30) days, without pay, in position of executive of IATSE local 262, Congres Du Travail du Canada (CTC), or Federation de travailleur et travailleuses du Quebec (FTQ), or Conseil des travailleur du Montreal metropolitain (CTM), or in position of delegate or representative of such.

Art. 20.02 Maintenance of Seniority

An employee who benefits from a leave under the present article suffers no loss of seniority.

Art. 20.03 Union Liberation

(a) The Employer consents to accord all employees designated by the Union a leave without pay without loss of seniority to participate in Union activities required by their function. A maximum of five (5) members at a time will be liberated for a period of three (3) days maximum at a time. The Employees will receive their salary in accordance with article 20.03d) below.

(b) The Union must advise the Employer in writing within fourteen (14) working days prior to these liberations.

(c) The demands for permission for absence will be presented to the Employer in writing, indication the dates of absence, the name or names of the employees concerned, the reason for the absence, the number of hours and the hourly wage to be reimbursed to each member involved.

(d) The Union is responsible for compensating the employees' salaries during their absence.

Article 21. LEAVE FOR JUDICIAL MATTERS

Art. 21.01 Matters to Which the Employee is not a Party

The employee has right to a leave in accordance with the applicable provisions of the law.

Art. 21.02 Matters to Which the Employee is a Party

An employee called to appear in a case where they are one of the involved parties in reason of the exercise of their duties does not suffer any ill treatment. This article does not apply in cases where the employee is called to appear in litigation between the employee and the Employer, in litigation between another employee and the Employer, or between the Union and the Employer.

Article 22. GROUP INSURANCE

Art. 22.01 General Principle

The Employer agrees to display on the pay of the employees a contribution to a collective medical insurance. The amount of the contribution will be established by the Union in accordance with the insurance plan chosen by the members in departmental assembly. The Employer will be advised of the amount of the contribution of the employees according to the method outline in article 5.03 and will remit the amount in accordance with the method outline in article 5.04.

Article 23. LEAVE TO PARTICIPATE IN PUBLIC AFFAIRS

Art. 23.01 Right to Participate

The Employer recognizes the right of their employees to engage in public affairs and will facilitate their exercise of this right in accordance with the applicable laws.

Article 24. TECHNOLOGICAL CHANGES, TRAINING, LAYOFFS AND SHUT DOWNS

Art. 24.01 Personnel Reductions

- (a) All reductions of the number of employees without a shutdown will be done in reverse order of seniority.
- (b) The calls back will be done in seniority order.

Art. 24.02 Shut Downs or Layoffs

- (a) In cases of shut down or layoffs expected to last longer than six (6) months, the Employer agrees to respect first the provisions accorded by the *Law of the Work Standards* in matters of notice to the effected employees and, if necessary, notice to the *Minister of Labour*. The Employer must also give notice to the Union in the goal of facilitating the relocation of effected employees.
- (b) In place of giving notice as described, the Employer may pay the salary for the notice period. The weekly wages will be determined by establishing the average weekly wages during the three (3) months of pay preceding the end of employment or the layoff.

Art. 24.03 Technological Changes

(a) In the case of the Employer deciding to install new projection equipment, they must advise the Union fifteen (15) working days before the application of such changes.

(b) If these changes entail a significant modification of the tasks of a position, or require new qualifications, the Employer will provide the affected employees a training period.

(c) The Employer agrees to provide to the employees and the Union the practical information required for the new projection equipment.

(d) If over half of the projection rooms for the public change to use a digital projection system, the Employer will advise the Union and the projection clerk position will be eliminated. The employees who accomplished the majority of their shifts as projection clerks, compared to other positions, during the preceding six (6) months, will continue to be paid their projection clerk wages for the following periods, according to their seniority, while performing other tasks in the company.

Under five (5) years of seniority: 2 weeks;

Five (5) to ten (10) years of seniority: 4 weeks;

Over ten (10) years of seniority: 8 weeks.

ART. 24.04 Training of Projection Clerks

If the Employer requests that an employee train another to perform the tasks of a projection clerk, the training will not exceed ten (10) hours over a period of three (3) consecutive months. The training employee will be paid a one (1) dollar premium per hour of training given. Helping another employee does not constitute training.

Article 25. UNIFORMS

Art. 25.01 General Clause

The requirements of the Employer must be respected in the area of the type of clothing worn, and the hygiene of, the employees. The Employer will continue to provide the uniform in accordance with the past practice that existed at the time of the negotiation of the present agreement.

Article 26. VARIOUS CLAUSES

Art. 26.01 Change Rooms and Meal Room

(a) The Employer will install and maintain, on the work premises, separate change rooms that allow sufficient privacy for the employees of different sexes. These locations will be maintained and equipped with individual lockers such that each employee has one for their work shift. The employees can put their personal locks to lock their locker. With prior authorization of the Employer, the locks can remain in place after the closing of the premises if the employee is scheduled to work the next day. Employees with over one (1) year of seniority can leave their locks in place indefinitely provided that there are sufficient lockers to accommodate the needs of all employees. The cleanliness and hygiene of the area is the responsibility of the employees using it. The Employer cannot be held responsible for lost or stolen items.

(b) The Employer will maintain a closed break room of sufficient size, with tables and chairs to accommodate five (5) people at a time.

(c) The change rooms and the break room will be adequately heated and ventilated.

Art. 26.02 Responsibility for the Cash

The employee responsible for the cash register shall be liable for any deficit in the event of fraudulent or misappropriation of funds. The employee shall be responsible but not liable for any deficit or error of the cash register provided that said employee had exclusive access to the cash register during their daily work period.

Art. 26.03 Food and Beverage

While they work, during their break, an employee has right to one (1) free popcorn as well as one (1) free soft drink or regular coffee, in accordance with the format provided by the Employer. The Employer may also choose to offer other discounts.

Art. 26.04 Free Tickets

With the prior authorization of the Employer, the employees may receive a double free pass valid in all AMC Entertainment Inc. cinemas, in accordance with corporate policies in effect. This pass is valid from the open to close of the theatre, with the exception of premieres, screenings, or if the theatre is in sell-out conditions. This privilege is neither exchangeable nor cashable.

ART. 26.05 Transportation of Film Cans

If requested, the Employer puts a cart in good working order at the disposal of the employees requiring it for the goal of transporting film cans to or from the projection booth. If modifications are made to the film cans, and because of these modifications the cart does not suffice for the transport, the Employer will provided the necessary equipment.

ART. 26.06 Maintenance of the Projection Booth

The projection clerks are responsible for the maintenance of the floor of the projection booth and are expected to keep the area in order and as clean as possible.

ART. 26.07 Written Report

Upon demand from the Employer, the projection clerk must submit one or more of the following reports, duly filled, before the end of the day that it is demanded: Inspection Report, Projection Interruption Report, Time Sheet, Supply Requisition Form, Inventory Report, Maintenance Report, and any other form that has to do with the functioning and administration of the projection booth.

ART. 26.08 Union Emblem

The Employer and the Union will mutually agree to a location where the Union emblem can be displayed.

ART. 26.09 Tools

The Employer provides the employees with all tools required to do their tasks and assures their maintenance and replacement.

ART. 26.10 Chairs for the Cashier (Ticket Sales)

The Employer will provide the employees sufficient chairs for the accomplishment of their tasks.

Article 27. CIVIC RESPONSIBILITY

Art. 27.01 Protection

The Employer protects the salaried persons against any monetary claim from a third party following an act or an omission of a salaried person in the exercise of his duties.

Art. 27.02 Recursory Action

The Employer, if called upon to pay out compensation in the application of this article, cannot take any action to recuperate the amount lost, against the salaried person, except in the case of a serious fault or gross negligence.

Art. 27.03 Appearance and Testimony

The presence of the salaried person, required for final preparation, for attendance or as witness will be done without a loss of salary.

Article 28. UNION LIFE

Art. 28.01 Bulletin Board

The Employer will make a bulletin board available to the Union in the employee break room, which is reserved for Union use. It is understood that no document attached will have defamatory or inappropriate content.

Art. 28.02 Employee List

In the twenty (20) days following the signing of the collective agreement and, afterwards, the 1st of February and March of each year, the Employer will provide the Union with a complete list of employees in alphabetical order, indicating the following for each:

- Their first and last names
- Their home address
- Their phone number
- Their birthday
- Their date of hire
- Their seniority.

The employees are responsible for advising the management in writing of all changes to this list.

Art. 28.03 Shop Stewards

The shop stewards must exercise their functions without diminishing the efficiency of theatre operations. They are held to the same quantity and quality of work as other employees.

- (a) The Union must name, for the establishment covered by the collective agreement, the shop steward(s) who represent them in the application and interpretation of the agreement;
- (b) In addition, the Union can, for the establishment covered by the collective agreement, an assistant shop steward who, in the absence of the shop steward, will have the same functions as them;
- (c) The Union must name a sufficient number of shop stewards in order to, as much as possible, have a regular presence on the work premises.
- (d) The Union will advise the Employee of the identities of the shop steward(s) and their assistant(s).

The shop steward may temporarily absent themselves from their post without loss of pay to exercise their functions. Before absenting their post, the shop steward must obtain the permission of their immediate manager. This permission will not be refused without just cause. Upon return to their post, the shop steward must inform their immediate manager. It is agreed that only one shop steward will absent themselves at a time to exercise their Union functions.

Article 29. MIXED COMMITTEE

Art. 29.01 Composition

The parties will put together an evenly mixed committee comprising three (3) people representing the Union and three (3) people representing the Employer.

Art. 29.02 Role

The committee will convene to discuss all business related to the business relations, the safety of the work, and all other affairs which require reciprocal consultation and recommendations.

Art. 29.03 Meetings

For a maximum of two (2) meetings a year, the Employer accepts to pay the equivalent of one (1) hour of pay, at regular wage, to two (2) employees designated by the Union to assist at these meetings.

Art. 29.04 Procedure and Official Report

- (a) The committee functions by consensus of its members. In the absence of consensus, the lack of agreement is noted in the official report.
- (b) The committee draws up the official report of its work and communicates its recommendations in writing in the following two (2) weeks to the employees, the Union and to others as appropriate.

Article 30. HEALTH AND SAFETY

Art. 30.01 Declaration of Principle

The Union and the Employer recognize the importance of maintaining the best health and safety conditions.

Art. 30.02 Legislation

The Employer, the Union and the employees commit themselves to respect the laws and regulations applicable to the health and safety of workers, and to put these clauses into effect with diligence.

Art. 30.03 Safety Equipment

The Employer will provide the safety equipment normally used for the work done by the employees.

Art. 30.04 Reasonable Accommodation

The Employer and the Union, in conformity with the applicable provisions of the lay, will take the necessary means to accommodate the employees handicapped with an addiction to drugs or alcohol.

Article 31. DISCIPLINARY MEASURES

Art. 31.01 Disciplinary Measures

Warnings, suspensions, demotions and terminations are the only disciplinary measure that can be imposed on employees. The nature of the offence will determine the nature of the disciplinary measure to impose. Whenever possible, the Employer can apply the principle of progression of sanctions.

Art. 31.02 Notice of Disciplinary Measures

(a) The Employer will remit a written notice of the disciplinary measure to each employee that is the subject of one within twenty (20) days of the incident. A copy will be sent to the Union. The Union is informed of the name of the representative present during the disciplinary meeting

(b) The notice must indicate the nature of the disciplinary measure and the reasons for their use. It must be signed by an authorized representative of the Employer.

(c) In no case will the acknowledgement of the receipt of a disciplinary measure by an employee be interpreted as an admission or confirmation on their part.

Art. 31.03 Disciplinary File

(a) All employees may access their disciplinary file. On that occasion, they may be accompanied by a representative of the Union;

(b) With the written permission of the concerned employee, a representative of the Union may examine the disciplinary file of an employee;

(c) All disciplinary measure are removed from the file of the employee after twelve (12) months of their imposition, save if during the same period another disciplinary measure was given to the same employee for a similar offence.

An employee, who believes he is wronged by a disciplinary measure, a warning, a reprimand, the contents of his disciplinary file, or by any other notice or similar measure, can turn to the grievance procedure provided for by the present agreement.

Art. 31.04 Union Representative

If the Employer imposes a disciplinary measure, a representative of the Union is present unless the employee in question does not want representation. If a Union representative is not available to participate in such a meeting, they may be replaced by the employee with the most seniority present and available on the work premises to serve as a witness for the meeting.

Article 32. GRIEVANCE PROCEDURE

Art. 32.01 Definition

A grievance is any disagreement related to the interpretation or application of the present collective agreement.

Art. 32.02 Presentation of the Grievance

(a) Any employee, accompanied or not by a delegate of the Union, must try to resolve the problem by meeting with the general manager or their representative before filing a grievance notice.

(b) With the goal of resolving, in the shortest delay possible, all grievances that occur during the agreement, the parties agree to the following procedures:

i) A grievance is submitted to the Employer by the Union within a delay of twenty (20) days of the event causing the grievance. The grievance is written and cannot be modified after being submitted to the Employer.

ii) In the fifteen (15) days following the receipt of the grievance, the general manager or the representative of the Employer sends their decision to the Union in writing.

iii) If the Employer's response is judged to be insufficient, or is not sent within the delay expressed in paragraph (ii), the Union can, in the forty-five (45) days following the deadline expressed in paragraph (ii), advise the Director of Labour Relations of AMC of their intention to bring the grievance to arbitration.

iv) Following the notice given in the preceding paragraph, the parties have fifteen (15) days to agree to a choice of arbitrator or, in an agreement cannot be reached, the Minister of Labour will be asked to name an arbitrator in accordance with the provisions of the Labour Code.

Art. 32.03 Jurisdiction of the Arbitrator

The arbitrator must render his decision by basing himself on the provisions of the current agreement. His is not permitted to amend or alter the agreement, or to render a decision contrary to the provisions of the current agreement, nor to add to it.

Art. 32.04 Final Decision

The arbitrator's decision must be made and rendered, in writing, within sixty (60) days of the end of the audience. The decision is final and binds the Employer, the Union, and all employees.

Art. 32.05 Payment of Fees

The Union and the Employer will each pay half of the fees and costs of the arbitrator.

Art. 32.06 Delays

The parties can agree, by written agreement per particular case, to prolong the delays given in the present article.

Art. 32.07 Written Agreement

All written agreements between the Employer and the Union, in connection with any stage of the procedure of the regulations of grievances and arbitration, are final and binds the Employer, the Union and all employees.

Article 33. STUDENT EMPLOYEES

On request from an employee, with presentation of the appropriate justifying evidence, the Employer will take into consideration the academic schedule of the employee for the establishment of their work schedule.

Article 34. ANNEXES

The annexes are an integral part of the agreement.

Article 35. DURATION OF THE AGREEMENT

Art. 35.01 Entrance into Force and Duration of Application

The current collective agreement enters into force as of the date of the sentence, being December 11 2009, and is for a duration of three (3) years as of this date.

Art. 35.02

Notwithstanding article 35.01, the provisions of the current collective agreement will continue to apply until the signing of a new collective agreement.

ANNEX "A"

1. Remuneration

a) Employees, other than those working as projection clerks, will be paid an hourly wage according to the following table in accordance with their seniority:

Seniority	First Year of Contract	Second Year of Contract	Third Year of Contract
<i>Bracket 1 (Under 6 months)</i>	\$9.15	\$9.15	\$9.15
<i>Bracket 2 (6 months to 1 year)</i>	\$9.25	\$9.25	\$9.25
<i>Bracket 3 (1 to 2 years)</i>	\$9.65	\$9.85	\$10.05
<i>Bracket 4 (2 to 3 years)</i>	\$9.75	\$9.95	\$10.15
<i>Bracket 5 (3 to 4 years)</i>	\$9.90	\$10.10	\$10.30
<i>Bracket 6 (4 to 5 years)</i>	\$10.00	\$10.20	\$10.40
<i>Bracket 7 (5 to 10 years)</i>	\$10.40	\$10.60	\$10.80
<i>Bracket 8 (Over 10 years)</i>	\$10.55	\$10.75	\$10.95

In the case of the minimum wage being adjusted upwards, the hourly wages given at brackets 1 and 2 will be equally increased by the same amount to maintain the difference between these wages and the minimum wage (the minimum wage being at \$9.00 at the time of this present agreement entering into effect).

b) Projection clerks will be paid an hourly wage according to the following table:

First Year of Contract	Second Year of Contract	Third Year of Contract
\$12	\$13	\$14

2. Retroactivity

The employees at *AMC Forum 22 Cinema* employed at the moment of entrance into effect of the present agreement will benefit from a retroactive application of the salary provisions stipulated in the preceding paragraph for a period of six (6) months.

3. Crew Lead Position

Before the Employer reintroduces the position of crew lead, and that it encompasses a function covered by the accreditation certificate, the Employer must attempt to agree with the Union beforehand as to the applicable hourly wage for this position. If no agreement can be reached, the Union may file a grievance for arbitration to determine the applicable hourly wage.

ANNEX "B"

Disciplinary Files

The Employer and the Union agree to the following: That all disciplinary files prior to the entrance into effect of the collective agreement will be suppressed for all employees covered by the current collective agreement.