

|                   |     |    |    |
|-------------------|-----|----|----|
| SOURCE            | CO. |    |    |
| EFF.              | 98  | 02 | 27 |
| TERM.             | 00  | 02 | 26 |
| No. OF EMPLOYEES  | 100 |    |    |
| NOMBRE D'EMPLOYÉS | 100 |    |    |

## COLLECTIVE AGREEMENT

**THIS AGREEMENT** is effective the 27th day of February, 1998.

**BETWEEN: FAMOUS PLAYERS INC.**

*(hereinafter referred to as the "EMPLOYER")*

**AND ALBERTA PROJECTIONISTS AND VIDEO TECHNICIANS, LOCAL 302 OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA**

*(hereinafter referred to as the "UNION")*

### ARTICLE 1 - PURPOSE OF THE AGREEMENT

- 1.01** The purpose of this Collective Agreement is to define the conditions of employment of those UNION employees covered by this Collective Agreement, and to provide a prompt and amicable method of resolving any and all differences arising from the interpretation, application, administration or alleged violation of the Collective Agreement without loss of efficiency, unnecessary expense, or interruption of work.
- 1.02** Except for the express provisions of the Alberta Labour Relations Code and the Employment Standards Code, this Collective Agreement represents all the terms and conditions which govern the relations between the UNION, the EMPLOYER and those employees of the EMPLOYER to whom this Collective Agreement applies. No other or further terms and conditions, express or implied, are applicable or enforceable, except where, and to the extent of, further mutual agreements which are committed to in writing by the parties and expressly appended to this Collective Agreement.
- 1.03** It is hereby agreed that all commitments which could, in any way, affect this Collective Agreement, but which were verbally promised, inferred or implied and which are not written into this Collective Agreement shall be null and void and shall not be binding on either the EMPLOYER or the UNION.

12/38(01)

**1.04**

Definitions

(a) Projectionist

The “Projectionist” includes both the Regular Projectionist and the Relief Projectionist.

(b) Regular Projectionist

The “Regular Projectionist” is the Projectionist who is assigned by the UNION to perform work for the majority of the hours at each of the theatres under this Collective Agreement. The UNION shall notify the EMPLOYER in writing of the name of the Regular Projectionist at each theatre.

(c) Relief Projectionist

The “Relief Projectionist” is any Projectionist, who is not the Regular Projectionist, assigned by the UNION to perform work at any theatre under this Collective Agreement.

(d) Regularly Scheduled Hours

The “Regularly Scheduled Hours are the hours scheduled by the EMPLOYER under Article 9.02 of the Collective Agreement and shall not include hours worked as the result of a call in under Articles 9.07 (b) or 9.08 (b).

**ARTICLE 2 - UNION RECOGNITION AND SECURITY**

**2.01**

The EMPLOYER recognizes the UNION as the exclusive bargaining agent for all Moving Picture Machine Operators, I.A.T.S.E. Local #302, (hereinafter referred to as “Projectionists”)employed by the EMPLOYER within the jurisdiction of the UNION as designated in Article 2.02

**2.02**

For the purposes of the above Article 2.01, territorial jurisdiction shall mean all territories within the boundaries of the Province of Alberta.

**2.03**

It is mutually agreed as a condition of employment that all Projectionists in the employ of the EMPLOYER shall be good standing members of the UNION. It is the responsibility of the UNION to advise the EMPLOYER if the member is not in good standing and is not to be employed.

**2.04**

The EMPLOYER will notify the UNION of its requirements for Projectionists and the UNION, without undue delay on its part, shall furnish such Projectionists. The UNION agrees to furnish competent and efficient Projectionists to perform work as required by the EMPLOYER under the provisions of this Collective Agreement.

- 2.05** The EMPLOYER in respect to each employed Projectionist, shall deduct from each pay of such Projectionist(s) and remit to the UNION, sums for dues and contributions to the UNION as the UNION may, from time to time, direct the EMPLOYER in writing. The EMPLOYER shall be given thirty (30) days' prior notice by the UNION of any variation in the dues assessment. The UNION will save the EMPLOYER harmless from any and all claims which may be made against the EMPLOYER for amounts deducted and herein provided.
- 2.06** Both parties agree to make every effort not to permit employees covered by this Collective Agreement to contravene the provisions of either the Labour Relations Code or the Employment Standards Code of the Province of Alberta in complying with this Collective Agreement.
- 2.07** The EMPLOYER will permit the recognized business agent of the UNION or his authorized agent to enter the projection booth at any time provided the manager has been notified of his arrival.
- 2.08** An I.A.T.S.E. decal of reasonable size shall be displayed publicly in each theatre.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01** The EMPLOYER shall have the right to manage its business in all respects save and except where specifically limited by the terms of this Collective Agreement.
- 3.02** The EMPLOYER shall have the right to make such reasonable rules and regulations as it may deem necessary for the management of the operation of the theatre which may affect the Projectionist. The UNION agrees that its members shall obey all such rules and regulations of any authorized representative of the EMPLOYER insofar as they do not conflict with the terms of this Collective Agreement.
- 3.03** The EMPLOYER may reprimand, suspend, or dismiss an employee covered by this Collective Agreement, provided there is just cause for such discipline or dismissal. The employee may grieve the EMPLOYER'S actions pursuant to Article Five (5) of this Collective Agreement.

- 3.04** A Projectionist will present to the EMPLOYER Film Inspection Reports, Performance Interruption Reports, Payroll Time Sheets, Requisition for Supplies Form, Booth Inventory Report, Maintenance Log and other relevant reports when requested by the EMPLOYER for the proper operation and administration of the projection suite. Film Inspection Reports, Performance Interruption Reports, and Payroll Time Sheets shall be prepared and provided to the EMPLOYER on the day requested during the Regularly Scheduled Hours. All other reports (“Other Reports”) will be prepared as soon as possible during the Regularly Scheduled Hours. Should it not be possible to complete those Other Reports during the Regularly Scheduled Hours on the day requested, then they shall be due on the Projectionist’s next paid shift.
- 3.05** If as a result of a labour dispute of any kind or due to circumstances beyond the control of the EMPLOYER, the EMPLOYER is unable to operate the theatre, then there shall be no Regularly Scheduled Hours during such period and the Projectionist will neither work nor be paid. In order for the EMPLOYER to rely on this Article, the EMPLOYER must give the UNION and the Regular Projectionist twelve (12) hours’ notice, otherwise the scheduled Projectionist shall be paid for the Regularly Scheduled Hours that he or she was scheduled to work within twelve (12) hours of the giving of the notice. The EMPLOYER agrees at all times to comply with the Employment Standards Code of Alberta.
- 3.06** Within forty-eight (48) hours of the receipt of a written request from the EMPLOYER, the UNION shall provide the EMPLOYER in writing with the names of the Projectionists who were assigned to work for the EMPLOYER at any of its theatres.
- 3.07** A Projectionist who, in any consecutive twelve (12) month period, fails or refuses to report for work as scheduled, without a valid reason and fails to arrange a replacement, may be disciplined by the EMPLOYER as specifically provided herein:
- (i) first occurrence - one (1) day suspension;
  - (ii) second occurrence - one (1) week suspension;
  - (iii) third occurrence - discharge;
- subject to the Projectionist’s right to grieve in accordance with this Collective Agreement. The discipline set out above constitutes a specific penalty.
- 3.08** The UNION agrees that when the Projectionist is not required to be in the booth performing projectionist duties, the Projectionist will assist management in other theatre operational duties other than projection when called upon to do so during the Regularly Scheduled Hours such as minor repairs, poster changes, closing usher, doorman, floor usher operations, concession operations (other than handling cash) and routine building maintenance, however, it is agreed and understood that the projection duties take priority. The assignment of duties other than Projectionist duties shall be made in good faith and not for punitive or discriminatory purposes.

**3.09** Nothing in this Collective Agreement shall prevent the EMPLOYER from assigning a Manager or Assistant Manager to perform work normally performed by a Projectionist provided:

- (i) A Projectionist is scheduled to work all of the Regularly Scheduled Hours at the theatre to which the Projectionist is assigned; and
- (ii) The Manager or Assistant Manager assigned to perform such work shall not spend a majority of his or her working time doing work normally performed by the Projectionist.

If the EMPLOYER assigns a Manager or Assistant Manager to perform work normally performed by a Projectionist, then the UNION shall be held harmless from any damages which may result from having employees other than UNION Projectionists performing such work.

#### **ARTICLE 4 - NO INTERRUPTION OF WORK**

**4.01** There shall be no strikes, slow downs or other interruptions of work by the UNION or its members, and no lockouts by the EMPLOYER, while this Collective Agreement is in force.

**4.02** It shall not be a breach of this Collective Agreement, nor a cause for discipline against any individual Projectionist, nor a grievance against the UNION if a Projectionist refuses to cross any legal picket line at any theatre operated by the EMPLOYER provided that nothing in this clause and section, and nothing in any other provision of this Collective Agreement shall prevent or restrict the EMPLOYER from hiring replacement Projectionists outside the terms of this Collective Agreement, should an individual Projectionist refuse to cross a picket line or should the UNION refuse to supply Projectionists due to a picket line at the theatre. The UNION acknowledges that no claims for lost wages or damages will be made by it in the event of such actions being taken by the EMPLOYER provided the UNION is given the opportunity to send to the theatre one alternate projectionist and such Projectionist arrives and begins to work within one (1) hour of the UNION or its Business Manager, or the UNION'S emergency number (which will always be maintained) being notified that the scheduled Projectionist has failed to cross the picket line. The alternate Projectionist must also continue to work the hours as assigned by the EMPLOYER.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

- 5.01** "Grievance" shall mean any difference between the parties relating to the interpretation application or administration of this Collective Agreement, including the EMPLOYER'S discipline or dismissal of any employee.
- 5.02** Grievances shall be dealt with as follows:
- (a) An Employee or the UNION representative desiring to solve a Grievance shall within fourteen (14) days fi-om the date of the incident giving rise to the Grievance or from the date he or she was first aware, or should have been aware of such incident, take the matter up with the EMPLOYER. The Employee shall be entitled to have in his or her company a UNION Representative of his / her choice; if they reach agreement their decision shall be final.
  - (b) Failing settlement of a Grievance within fourteen (14) days of its being reported, under clause (a), or in the case of any other Grievance, including a Grievance of the EMPLOYER, the particulars of the Grievance shall be set out in writing by the party wishing to resort to this procedure and shall be delivered to the other party within fourteen (14) days of the meeting under clause (a) or in the case of any other grievance, within fourteen (14) days of the incident giving rise to the grievance and both parties shall forthwith confer on the matter and if they agree the decision shall be final.
  - (c) If the Grievance is not satisfactorily resolved under the provisions of clause (b) within ten (10) days of receipt of the written Grievance by the other party or such longer time as the parties may agree to, then the matter shall be referred to an Arbitrator selected as follows:
    - (i) The party desiring arbitration shall notify the other party in writing of the matter to be arbitrated and proposing three (3) Arbitrators;
    - (ii) The party receiving the notice shall within seven (7) days, notify the other party of either its agreement to one of the proposed Arbitrators or proposing a further three (3) Arbitrators; and
    - (iii) Should the party originally desiring arbitration fail to accept one of the proposed Arbitrators, within ten (10) days, either party may apply to the Chair of the Alberta Labour Relations Board to appoint the Arbitrator.
- 5.03** The Arbitrator shall sit, hear the parties, and make an award within sixty (60) days from the date of the appointment of the Arbitrator, provided that the time may be extended by agreement of the parties to the Grievance. The Arbitrator shall deliver the award in writing to each of the parties.

- 5.04** Each party to the arbitration shall pay its own costs and expenses of arbitration and one-half of the compensation and expenses of the Arbitrator.
- 5.05** The Arbitrator appointed pursuant to this Article has no jurisdiction to alter, add to, delete from, modify or amend, or to make any decision that is inconsistent with the provisions of this Collective Agreement.

## **ARTICLE 6 - GENERAL HOLIDAYS**

### **6.01 General Holidays**

The General Holidays are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day. If the Provincial Government should make any changes to the General Holidays, such changes shall be implemented according to the statute.

### **6.02 General Holiday During Vacation**

If a General Holiday falls during a Projectionist's vacation period, he shall be granted an additional day's pay for such holiday in addition to his regular vacation pay.

### **6.03 General Holiday Time**

For the purposes of this Collective Agreement, a General Holiday shall be deemed to commence from 00:01 A.M. of this holiday and to run for a twenty-four (24) hour continuous period to 00:01 A.M. the following morning.

### **6.04 General Holiday Pay**

The EMPLOYER shall pay the Regular Projectionist Holiday Pay for all paid holidays listed in Section 6.01, calculated at the Regular Hourly Rate multiplied by eight (8) hours. In addition, the Projectionist who works on the General Holiday shall be paid one and one half (1 1/2) times the Regular Hourly Rate for all hours worked on that General Holiday.

## **ARTICLE 7 - VACATION PAY**

### **7.01 Regular and Relief Projectionists**

Each Projectionist will be paid bi-weekly, as vacation pay, an amount equal to four (4%) percent of his or her gross earnings for the relevant pay period. However, all Projectionists who have been with the circuits (as defined in Article 7.05), for more than four years, will subsequent to notification from the UNION be paid vacation pay as follows:

From the 1st day of the fifth (5th) year to the last day of the fourteenth (14th) year of consecutive service, each Projectionist will be paid, bi-weekly, for vacation pay, an amount equal to six (6%) percent of his or her gross earnings for the relevant pay period.

From the 1st day of the fifteenth (15th) year to the last day of the twenty-fourth (24th) year of consecutive service, each Projectionist will be paid, bi-weekly, for vacation pay, an amount equal to eight (8%) percent of his or her gross earnings for the relevant pay period.

From the 1st day of the twenty-fifth (25th) year of consecutive service, each Projectionist will be paid, bi-weekly, for vacation pay, an amount equal to ten (10%) percent of his or her gross earnings for the relevant pay period.

**7.02** The EMPLOYER shall recognize the current rate of vacation pay for all Projectionists of the UNION listed in Appendix "C" attached, and the UNION shall update the list January 1st each year.

**7.03** **Vacation Time**

It is the responsibility of each individual Projectionist to inform the Business Agent for his or her vacation entitlement and substantiate same with his or her work history. The Business Agent will notify the EMPLOYER in writing of individual Projectionist vacation entitlement.

**7.04** **Components of Gross Earnings Subject to Vacation Pay**

All hours worked as required by the EMPLOYER shall be subject to the applicable vacation pay excluding overtime.

**7.05** **NAMES OF CIRCUITS:**

NATIONAL GENERAL CINEMAS  
FAMOUS PLAYERS INC.  
CANADIAN ODEON THEATRES LTD.  
TWINEX CENTURY THEATRES CORPORATION LIMITED  
PREMIER OPERATING CORPORATION LIMITED  
CINEPLEX ODEON CORPORATION  
CINEPLEX CORPORATION  
or CANADIAN THEATRE GROUP



## **ARTICLE 8 - TRAINEES**

### **8.01 Projectionist Trainees**

The UNION has the right to place Projectionist trainee(s) in any theatre(s) covered under this Collective Agreement for the purpose of being trained as a Projectionist by the UNION. The names of all Projectionist trainees shall be submitted to the EMPLOYER in writing who for reasonable cause (conveyed to the UNION in writing) shall have the right to refuse any Projectionist trainee access to the EMPLOYER'S premises, subject to Article Five (5) herein.

### **8.02 Management Trainees**

Management trainees may be placed in the projection booth for training by a member of Management when a Projectionist is not scheduled to work. If the EMPLOYER exercises this option the UNION shall be held harmless from any damages which may result from having persons other than UNION Projectionists operating the equipment.

## **ARTICLE 9 - WAGES AND HOURS**

**9.01** The details of the hourly rates of pay and the Regularly Scheduled Hours for each theatre covered by this Collective Agreement are set out in Appendix "A" attached.

### **9.02 Work Schedule**

- (a) The Projectionists shall report for work at the time scheduled by the EMPLOYER and perform such duties as required by the EMPLOYER. The Projectionists' work schedule will be prepared by the EMPLOYER and posted in the projection suite and sent to the UNION'S Call Steward, by Tuesday if possible, but in any event no later than the Wednesday preceding the commencement of the regular work week which shall run from Friday to the following Thursday (the "Regularly Scheduled Hours"). If during the course of the regular work week there is a change in the Regularly Scheduled Hours, the EMPLOYER will provide prior written notice of the change(s) twenty-four (24) hours in advance by posting the schedule of changes in the projection suite concerned, sending a copy to the UNION'S Call Steward and telephoning the Regular Projectionist.
- (b) (i) The minimum weekly guarantee of hours shall be the actual hours of operation of the theatre up to the maximum guarantee set out in Appendix "A" attached and which forms part of this Collective Agreement. The EMPLOYER shall make reasonable efforts to schedule the guaranteed hours over no more than six (6) days in each week.
- (ii) In any week in which a General Holiday falls, the minimum weekly guarantee of hours shall be reduced by the number of hours for which the Regular Projectionist is paid Holiday Pay under Article 6.04.

(iii) Should the UNION be unable or unwilling to supply a Projectionist in any week, the guaranteed hours for that week shall be reduced by the number of Regularly Scheduled Hours not worked by a Projectionist as a result of the UNION'S inability or unwillingness to supply a Projectionist.

(c) The UNION shall provide the EMPLOYER in writing with the name and applicable phone numbers of the UNION'S Call Steward and Regular Projectionist for each of the theatres covered by this Collective Agreement.

**9.03** The UNION will provide Projectionists as required by the EMPLOYER pursuant to Article 2.06. The UNION undertakes to supply and assign Projectionists upon the condition that each Projectionist shall not work more than eight (8) hours in a day or forty-four (44) hours in a week. In the event that an employee or former employee makes a claim against the EMPLOYER either under the terms of the Collective Agreement or under the terms of the Alberta Employment Standards Code, that the employee has worked hours in excess of those set out in this Article, previous to this contract and/or in the future, the UNION shall indemnify the EMPLOYER for any payments for which the EMPLOYER is held responsible by an Arbitrator or by an Employment Standards Officer.

**9.04** Unless otherwise specifically provided herein, all hours worked under the terms of this Collective Agreement will be paid for at the Regular Hourly Rate in fifteen (15) minute increments.

**9.05** Three (3) hours shall constitute the minimum work call for a Projectionist unless otherwise specifically provided for by another Article herein and shall be paid at the Regular Hourly Rate.

**9.06** All wages shall be paid bi-weekly in full, one week in arrears and not later than Friday, by direct deposit into the specified individual Projectionist bank account, after all approved and legal deductions have been made. The statement of wages for these deposits and deductions shall be available to all Regular and Relief Projectionists at their place of employment no later than Thursday evening. The Relief Projectionist's statement of wages and deductions shall be mailed to them within seven (7) days.

**9.07**

**Service, Repair, Installation, and Maintenance**

- (a) Where the EMPLOYER requests a Projectionist to assist in or perform the inspection, transmission test, sound service, repair work, installation, maintenance, replacement or modification of motion picture projection equipment in the theatre, the UNION will provide a Projectionist to perform such work as is required by the EMPLOYER. The Projectionist will be paid at the Regular Hourly Rate with a minimum call of three (3) hours. The three (3) hour minimum call will not apply where the hours worked are contiguous to the Regularly Scheduled Hours or other paid hours. Such work shall be scheduled on the work schedule.
- (b) Should the EMPLOYER call in a Projectionist by reason of an emergency to perform the inspection, transmission tests, sound service, repair work, installation, maintenance, replacement or modification of motion picture projection equipment in the theatre after such Projectionist has left the theatre, the Projectionist shall be paid at the Regular Hourly Rate for a minimum of three (3) hours and such hours shall not be part of the Regularly Scheduled Hours. The three (3) hour minimum call will not apply where the hours worked are contiguous to the Regularly Scheduled Hours or other paid hours.

**9.08**

**Film Handling**

- (a) Film build-up, film break-down, trailer changes and film move-overs shall be performed during the Regularly Scheduled Hours, whenever possible. If the EMPLOYER requires the Projectionist to perform film build-up, film breakdown, trailer changes or film move-overs at a time other than during the Regularly Scheduled Hours but contiguous with the Regularly Scheduled Hours or other paid hours, the Regular Hourly Rate will be paid for such work up to a maximum of:
  - (i) one and one half (1 1/2) hours for film build-up per single feature;
  - (ii) forty-five (45) minutes for film break-down per single feature; and
  - (iii) one half (1/2) hour for trailer changes or film move-overs per single feature.
- (b) Should the EMPLOYER call in a Projectionist to perform film build-up, film breakdown, trailer changes or film move-overs after such Projectionist has left the theatre, the Projectionist shall be paid at the Regular Hourly Rate for a minimum of three (3) hours and such hours shall not be part of the Regularly Scheduled Hours. The three (3) hour minimum shall not apply where the hours worked are contiguous with the Regularly Scheduled Hours or other paid hours.

## **ARTICLE 10 - BENEFITS**

### **10.01 Pension Plan**

For the purpose of making the required contributions to a Registered Retirement Savings Plan or Government approved Pension Plan ("the Plan"), to be operated and administered by the UNION in conjunction with an accredited Trust Company, Insurance Company, Assurance Company or Chartered Bank for the benefit of each employed Projectionist, the EMPLOYER agrees to pay, to the UNION, on behalf of the Employee, amounts of money in total, as follows:

### **10.02 Employer Contribution**

An amount equal to five (5%) percent of earnings for all hours worked of the employed Projectionist, including vacation pay.

### **10.03 Employee Contribution**

An amount equal to five (5%) percent of the earnings for all hours worked of the employed Projectionist, including vacation pay, together with any additional amounts that the Projectionist may designate, be deducted from each pay and remitted to the UNION in accordance with Section 10.06.

### **10.04 Health & Welfare**

The EMPLOYER agrees to pay to the Health and Welfare Benefit Fund of the UNION, ("the Fund") to be operated and administered by the UNION for the benefit of its Members, an amount equal to three (3%) percent of the earnings for all hours worked including vacation pay of the employed Projectionist.

**10.05** The amount referred to in Articles 2.05, 10.02, 10.03 and 10.04 shall be paid to the UNION in full, within twenty-one (21) days of the last pay period each month.

### **10.06 Operation and Administration Liability**

As the Plan and the Fund are operated and administered by the UNION as set out above, the EMPLOYER shall be exempt for any liability which may arise out of the operation and administration of the Plan and the Fund save and except for any liability which may arise as a result of the EMPLOYER'S failure or refusal to comply with the obligations to make the contributions as and when required by Article 10.05 hereof.

### **10.07 No Set-Off or Counter Claim**

The EMPLOYER agrees that its contributions to the Plan and Fund shall not be withheld from the Plan or Fund by reason of a claim of set-off or a counter claim that the EMPLOYER may have for any liability of the UNION or any Employee.

## **ARTICLE 11 - CLOSURE**

- 11.01 It is hereby agreed that in the event any theatre or theatres covered by this Collective Agreement ceases to operate as a theatre, this Collective Agreement shall become null and void insofar as that theatre or theatres is concerned. However, the EMPLOYER agrees to give the Projectionist(s) employed at that theatre or theatres written notice or salary in lieu thereof to comply with the Employment Standards Code of Alberta. It is agreed that the “in lieu” payment will be reduced by the amount of earnings by the Projectionist concerned if re-employed as a Projectionist during this period.

## **ARTICLE 12 - NEW THEATRES**

### **12.01 Acquiring Existing Theatres**

In the event the EMPLOYER should acquire additional theatre or theatres, it is agreed that it shall not be obligated to carry out the terms of the within Collective Agreement with respect to any such theatre where an existing agreement is in force and effect until the final termination of such existing agreement, at which time the UNION shall be entitled to negotiate the operating term of such theatre or theatres. If there is not existing agreement in force, the applicable rate and working conditions of an equivalent theatre under this Collective Agreement shall apply. In the event no comparable theatre exists under the Collective Agreement, it is mutually agreed that such theatre or theatres shall be subject to negotiations.

### **12.02 Conversion of Existing Theatres**

When an existing theatre is altered to include more screens, then applicable rates, Regularly Scheduled Hours and working conditions of the new converted theatre shall be the equivalent of a comparable theatre covered under this Collective Agreement. In the event no comparable theatre exists under the Collective Agreement, it is mutually agreed that such theatre or theatres shall be subject to negotiations.

### **12.03 Constructing New Theatres**

It is mutually agreed that when the EMPLOYER is constructing a new theatre(s) the rate, Regularly Scheduled Hours and working conditions shall be equivalent to a comparable theatre under the Collective Agreement. In the event no such theatre exists, under the Collective Agreement, it is mutually agreed that such theatre(s) shall be subject to negotiations at least ninety (90) days prior to the opening of the theatre for operations.

- 12.04 Arbitration**  
Failing agreement under either Article 12.01, 12.02 or 12.03 hereof, the Projectionist shall commence work and be paid at the rate for the Regularly Scheduled Hours proposed by the EMPLOYER which shall not be less than the established rate for a complex with one (1) screen less than the disputed theatre. That matter shall, however, be submitted to an Arbitrator by the UNION as a Grievance in accordance with the procedure set out in Article five (5).

### **ARTICLE 13 - GENERAL**

- 13.01 Film Carrying**  
The Projectionist will be required to carry film to and from the theatre lobby and within the Projection booth as required by the EMPLOYER. The EMPLOYER will provide assistance as required by circumstance and the EMPLOYER will supply such equipment as necessary to transfer film to, from and within the projection booth in order to comply with the Occupational Health and Safety Act of Alberta.
- 13.02 Cleaning Supplies**  
All necessary supplies for the cleaning and maintenance of the equipment under the Projectionist's care shall be supplied by the EMPLOYER.
- 13.03 Illness and Accident**  
The UNION will not be held responsible for the closure of any theatre due to illness or accident during the Regularly Scheduled Hours of the Projectionist employed in that theatre, but will provide a relief Projectionist within one hour of notification of absence. If the UNION is unable to supply such persons the EMPLOYER may operate the projection equipment until such time as the Projectionist arrives to work at which time the EMPLOYER will abandon the booth.
- 13.04 Film Damage**  
The Projectionists will not be responsible for film damage during projection, rewind, or handling unless as the result of willful misconduct or negligence.

## **ARTICLE 14 - LEAVE**

### **14.01 Jury Duty**

When a Projectionist is required to do Jury Duty, the EMPLOYER agrees to pay such Projectionist the difference between his or her Jury Duty Remuneration and his or her full REGULAR salary during such absence.

Any Projectionist called for Jury Duty and who is temporarily excused from attendance at Court shall notify the UNION'S Business Manager or Authorized Representative immediately and shall report for work if a reasonable period of time remains before his or her regular shift.

In order to be eligible for such payments, the Projectionist must furnish a written statement from the proper Public Official showing, in detail, the date and time served daily and the amount of remuneration received.

### **14.02 Bereavement Leave**

The EMPLOYER hereby agrees that all Regular Projectionists working under this Collective Agreement shall be entitled to a maximum of three (3) days' leave of absence, with full REGULAR salary, during the week in which the death occurs of next-of-kin, namely Spouse, Children, Father, Mother, Sister, Brother, Mother-in-Law and Father-in-Law. Relief Projectionists are entitled to Bereavement Leave on a pro-rata basis to reflect the number of days that they are scheduled to work in that theatre for that week to a maximum of three (3) days. The Business Manager or Authorized Representative will notify the EMPLOYER'S Representative of bereavement leave entitlement at the time of the bereavement.

**ARTICLE 15 DURATION OF AGREEMENT**

15.01 This Collective Agreement shall become effective from the **27th** day of **February, 1998** by both parties and shall remain in full force and effect until the **26th** day of **February, 2000**. It shall be renewed automatically from year to year thereafter unless either the EMPLOYER or the UNION gives notice in writing to commence collective bargaining, such notice to be delivered not more than ninety (90) days and not less than thirty (30) days prior to the **26th** day of **February, 2000**.

**DATED** at the City of **TORONTO** this **10th** day of **February, 1998**.

**FOR THE EMPLOYER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**APPENDIX "A" - LOCAL 302**

A.01 The hourly rates for the projectionists working at the theatres are set out below:

| <b>Hourly Rate</b> |         |
|--------------------|---------|
| 4 to 6 screens     | \$14.00 |
| 7 to 9 screens     | \$15.00 |
| 10 or more screens | \$16.00 |

A.02 Listed below are all of the theatres which are subject to this Collective Agreement along with the applicable wage rates and Regularly Scheduled Hours.

| <b>Theatre</b>       | <b># of Screens</b> | <b>Rate</b> | <b>Weekly Hours</b> |
|----------------------|---------------------|-------------|---------------------|
| Westmount            | 4                   | \$14.00     | 40                  |
| Bankers Hall         | 5                   | \$14.00     | 40                  |
| Westmall             | 5                   | \$14.00     | 40                  |
| Sunridge,            | 5                   | \$14.00     | 40                  |
| Park Plaza, Red Deer | 7                   | \$15.00     | 40                  |
| South Centre         | 7                   | \$15.00     | 40                  |
| Market Mall          | 8                   | \$15.00     | 40                  |
| Gateway              | 8                   | \$15.00     | 80                  |
| Westhills            | 10                  | \$16.00     | 80                  |
| South Calgary        | 10                  | \$16.00     | 80                  |

This Collective Agreement does not apply to and the Union no longer asserts jurisdiction over the following theatres, as long as A.01 above is not relevant:

Paramount (1), Edmonton  
Paramount (2), Lethbridge  
Lethbridge Centre (2), Lethbridge

A.03 The Regularly Scheduled Hours for the Theatres set out above shall be the lesser of the actual hours of such theatres' operations or the hours set out above. Should the UNION not be able to supply Projectionists when scheduled, the hours scheduled but not worked shall be counted as hours worked for purposes of this Appendix and Article 9.02. The EMPLOYER shall not make any payment for hours scheduled but not worked. Should a theatre's Regularly Scheduled Hours be less than the hours set out above for that theatre, then a Projectionist shall be scheduled for all hours of that theatre's operation. Hours of theatre operation mean those hours the theatre operates for the exhibition of film for the general public.

- A.04** Where a Theatre does not operate its Regularly Scheduled Hours of operation in a week, for whatever reason, the hours for which a Projectionist is scheduled in that week shall not exceed the actual hours of operation of that Theatre for that week.
- A.05** Should a theatre change from a night house to a grind house, the Regularly Scheduled Hours above shall change from 40 hours to 80 hours per week. Similarly, should a theatre change from a grind house to a night house, the Regularly Scheduled Hours shall change from 80 hours to 40 hours per week. Changes to a night house's hours of operation during the summer period, the Christmas period, March break, School reading week or other temporary periods, shall not be a change from a night house to a grind house and any additional hours of operation may be covered as the EMPLOYER chooses in accordance with Article 3.09.

**LETTER OF INTENT**

February 10, 1998

IATSE Local 302  
Calgary, Alberta

**Re: South Centre and Market Mall Theatres - Grind Hours**

The Company acknowledges that both the South Centre Theatre and the Market Mall Theatre have been operating as Grind Houses following the Christmas period. While the South Centre and Market Mall Theatres continue to operate as Grind Houses, the Regularly Scheduled Hours for those two Theatres shall be eight (80) hours per week. When the South Centre and Market Mall Theatres each cease operating as a Grind House, the Regularly Scheduled Hours for those Theatres shall revert to forty (40) hours per week section A.05 of Appendix "A" shall become applicable.

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**Famous Players Inc.**