



COLLECTIVE AGREEMENT

between

SASKATCHEWAN SCIENCE CENTRE INC.
REGINA, SASKATCHEWAN

(hereinafter called the "EMPLOYER")

and

LOCAL NO. 295
OF
THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING
PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED
STATES,
ITS TERRITORIES AND CANADA, AFL-CIO, CLC

(hereinafter called the "UNION")

January 1, 2014 to December 31st, 2016

ARTICLE 1— PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement shall be to promote orderly relations between the company and its employees and the parties agree that it is mutually advantageous to set and maintain just and equitable wages, work standards and working conditions as set forth in this agreement, to protect the safety and health of the employees and to facilitate the settlement of such misunderstandings as may arise between the parties hereto. The Employer, its employees and the Union, agree to cooperate fully, individually and collectively to the achievement of these purposes.
- 1.2 Except for the express provisions of any laws, this represents all the terms and conditions which govern the relations between the Union and the Employer and those employees of the Employer to whom this agreement applies. No other or further terms and conditions expressed or implied are applicable or enforceable, except whether and to the extent of further mutual agreements, which are committed to in writing by the parties and expressly appended to this agreement.
- 1.3 It is hereby agreed that all commitments, which could in any way affect this agreement, but which were verbally promised, inferred or implied and which are not written into this agreement, shall be null and void and shall not be binding on either the Employer or the Union.

ARTICLE 2 — UNION RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for all Motion Picture Operators employed by the Employer and hereinafter sometimes referred to as projectionists of I.A.T.S.E. Local 295.
- 2.2 The Employer hereby agrees to employ only those projectionists furnished by the Union. The Union hereby agrees to furnish competent projectionists to perform work as required by the Employer during the life of this agreement.
- 2.3 Since the Union is required by this agreement to provide qualified projectionists, as required by the Employer and projectionist trainees shall be training under the supervision of a qualified projectionist, projectionist trainees shall be permitted to be trained in the projection rooms covered by this agreement. The training shall be conducted during the normal operation hours of the theatre.
- 2.4 Every employee who is now, or hereinafter becomes a Member of the Union shall maintain his membership in the Union as a condition of his/her employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after commencement in his/her employment, apply for and maintain membership in the Union and maintain membership in the Union as a condition of his/her employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the Members of the Union.
- 2.5 It is agreed that 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.
- 2.6 The Employer will notify the Union of its requirements for Projectionists and the Union, without due delay on its part shall furnish such Projectionists.
- 2.7 The Union agrees to supply competent projectionists to perform work as required by the Employer under the provisions of this agreement. Both parties agree to make every effort not to permit employees covered by this collective agreement to contravene the provisions of the LABOUR STANDARDS ACT in complying with this agreement.
- 2.8 The Employer in respect to each projectionist shall deduct from each pay of such projectionist 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.

- 29 The Employer will permit the recognized Business Agent or any duly Authorized Agent of the Union to enter the projection suite at any time provided the Employer has been notified of his arrival.

JURISDICTION

- 2.10 The operation of projectors and working within a projection booth for a theatre area, where the projectionist has been specifically trained to run, continuously monitor and maintain the projection equipment during the entire length of a film that operates on a pre-established schedule shall be the jurisdiction of Local 295 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada. This will not include traveling or temporary installations, or projected images that have been designed or developed to run with limited or no supervision, or require less than one (1) days training to learn how to operate the projection system, or maintain these systems.

ARTICLE 3 — MANAGEMENT RIGHTS

- 31 All rights, powers, authority, responsibilities and other management functions relative to the operation of the enterprise and the supervision of the workforce shall be exclusively reserved to the Employer, subject only to those restrictions specifically provided for in this agreement.
- 32 The Chief Projectionist shall be considered a full time employee of the Employer.
- 33 The Union shall in compliance with Article 2.2 consult with the Employer prior to furnishing competent projectionists and the Employer has the right to reject said projectionist for just cause.
- 3.4 In the event that the Employer, through an emergency, has an immediate need for a projectionist the Union shall supply a projectionist and provisions of Articles 3.3 shall not apply.

ARTICLE 4 — DISCRIMINATION

- 4.1 The Employer agrees that there shall be no discrimination, intimidation, intervention, constraint nor coercion by either party to this Agreement, nor by any of their members or representatives, against any employee, according to the Saskatchewan Human Rights Code, Labour Standards Act and Trade Union Act.

ARTICLE 5 — STRIKE AND LOCKOUT

- 5.1 There shall be no strikes or lockouts, as defined by the Trade Union Act during the term of this agreement.

ARTICLE 6 — GRIEVANCES

- 6.1 An employee of the Union desiring to solve a Grievance shall within seven (7) days of its occurrence take the matter up with the Employer. The Employee shall be entitled to have in his company a Union representative of his/her choice. If they reach an agreement their decision shall be final
- 6.2 Failing settlement of a Grievance within fourteen (14) days of its occurrence, under Clause (6.1), 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 delivered to the other party) and both parties shall forthwith confer on the matter and if they agree, the decision shall be final.

- 6.3 If the Grievance is not satisfactorily resolved under the provision of clause (6.2) within fourteen (14) 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 Arbitration Board composed of three persons as follows:
- (1) The party desiring arbitration shall appoint its member of the Board and shall notify the other party in writing of the appointment and of the matter to be arbitrated.
 - (2) The party receiving the notice shall within seven (7) days appoint its member of the Board and notify the other party of its appointment.
 - (3) The two arbitrators so appointed shall confer to select a third person to be Chairperson of the Board (the "Arbitration Board") and should they fail to agree within ten (10) days upon a person willing to act, they shall apply to the Chairperson of the Saskatchewan Labour Relations Board to appoint such a third member.
- 6.4 The Arbitration Board shall sit, hear the parties, and make its award within sixty (60) days from the date of the appointment of the Chairperson, provided that the time may be extended by agreement of the parties to the Grievance. The Board shall deliver its award in writing to each of the parties. The award of the majority of the Board shall be the award of the Board and shall be final and binding upon the parties. In the event there is no majority vote, the ruling of the Chairperson will govern.
- 6.5 Each party to arbitration shall pay its own costs and expenses of arbitration and one-half of compensation and expenses of the Chairperson.

ARTICLE 7 — TECHNOLOGICAL CHANGES AND TRAINING OF EMPLOYEES

- 7.1 If the Employer shall introduce any technological change as defined in The Saskatchewan Trade Union Act, the provisions of The Saskatchewan Trade Union Act shall apply.
- 7.2 Should such changes cause a substantial modification in the employees' duties and require new skills, the Employer shall give the employees such training as is normally required in such cases. Such training shall take place during regular working hours whenever possible.

ARTICLE 8 — HOURS OF WORK

8.1 Normal Working Hours:

The normal work schedule of employees shall be comprised of such work shifts as are established herein. All hours worked beyond such normally scheduled shifts shall be construed as overtime and paid according to the provisions herein.

8.2 Shifts:

Where the first projection shift of the day is concerned the shift shall include a minimum of one (1) hour preparation time. The last projection shift of the day shall include a minimum one half (½) hour for tests, storage, maintenance and repair.

Where a minimum one (1) hour break occurs between film projections for shifts subsequent to the first projection of the day, the shift preceding the break shall include one half (½) hour for tests, storage, maintenance and repair and the shift subsequent to the break shall include one half (½) hour preparation time.

83 Minimum Calls:

The Employer agrees that any employee called to work shall be paid a minimum of three (3) hours.

8.4 Overtime:

Employees shall be paid at the time and one half rate in the following circumstances: All hours in excess of seven and one half (7 ½) consecutive hours in the same day. All hours worked in excess of thirty-seven and one half (37 ½) in one (1) week.

8.5 Late Operations:

All hours worked between Midnight and eight (8) a.m. shall be paid at the time and one half rate.

ARTICLE 9 — STATUTORY HOLIDAYS

9.1 All hours worked during the holiday will be at the regular time plus time and one half rate.

9.2 The following days will be recognized as Statutory Holidays: New Years' Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Saskatchewan Day; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day and Boxing Day.

9.3 For the purposes of this agreement, a Statutory Holiday shall be deemed to commence from 00.01 a.m. of the holiday and to run for a twenty-four (24) hour continuous period to 00.01 a.m. the following morning.

9.4 Easter Monday and Boxing Day shall apply to the Chief Projectionist.

9.5 Easter Monday and Boxing Day shall only apply to the Part-time Projectionists working on those days.

ARTICLE 10 — VACATION PAY

10.1 Vacation pay will be subject to gross earnings. The Union will notify the Employer of any change in Vacation pay entitlement within thirty (30) days.

Chief and Part-time Projectionists:

10.2 For all time worked and from the first day of work to the last day of the seventh (7th) year of consecutive service, 6 per cent of gross earnings plus 6 per cent of vacation pay.

10.3 From the first day of the eighth (8th) year to the last day of the fourteenth (14th) year of consecutive service, 8 per cent of gross earnings plus 8 per cent of vacation pay.

10.4 From the first day of the fifteenth (15th) year to the last day of the seventeenth (17th) year of consecutive service, 10 per cent of gross earnings plus 10 per cent of vacation pay.

10.5 From the first day of the eighteenth (18th) year of consecutive service, 12 percent of gross earnings plus 12 percent of vacation pay.

10.6 Vacation entitlement will be taken each year. Requests to carry over up to two (2) weeks will be in writing and be granted.

ARTICLE 11 — LAYOFF

11.1 The Employer agrees to give the projectionists employed at the Science Centre written notice or salary in lieu thereof to comply with the LABOUR STANDARDS ACT OF SASKATCHEWAN.

ARTICLE 12 — LEAVE OF ABSENCE

Bereavement Leave:

12.1 The Employer hereby agrees that all projectionists working under this collective agreement shall be entitled to a maximum of three (3) consecutive working days leave of absence for bereavement within Saskatchewan and four (4) consecutive working days leave of absence if traveling outside of Saskatchewan, with full regular salary. To commence the week in which the death occurs. Leave of absence will be for next-of-kin namely; Spouse, Common-Law Spouse, Children, Father, Mother, Sister, Brother, Mother-In-Law and Father-In-Law. There is a maximum of five (5) days bereavement per calendar year (non-accumulating). The Employer agrees to comply with the bereavement Clause in the LABOUR STANDARDS ACT OF SASKATCHEWAN as it is presently written.

Maternity, Paternity and Adoption Leave:

12.2 Will be provided according to the LABOUR STANDARDS ACT OF SASKATCHEWAN.

ARTICLE 13 — HOURS OF WORK AND SHIFTS

Chief Projectionist:

13.1 a) The regular hours of work shall be seven and one half (7 ½) hours per day between eight (8) a.m. and six (6) p.m.. All hours outside the regular hours shall be considered overtime and will be paid at the applicable overtime rate. An exception to these hours shall be allowed to exclusively accommodate the regular quarter-annual service by the IMAX/Sonics service engineers to the projection and sound equipment. On these exclusive dates the hours of the Chief Projectionist shall be flexible and arranged through the mutual agreement of the Employer and the Union.

13.1 b) The chief projectionist shall be scheduled for regular weekly maintenance as required and shall submit said schedule to the management for approval.

13.2 In the event that a Statutory Holiday falls in the regular work week and he/she does not perform duties that day then he/she shall be paid the regular rate of pay for a minimum of seven and one half (7 ½) hours.

Part Time Projectionists:

13.1.1 The regular hours of work shall be all other shifts outside the regular hours of the Chief Projectionist and shall be subject to overtime after seven and one (7 ½) consecutive hours per day.

13.1.2 The Chief Projectionist shall set the work schedule of Part Time Projectionists so that hours will be distributed proportionately by seniority to each Part Time Projectionist within each fourteen (14) day period, depending upon their availability. The Chief Projectionist will provide a copy of the up to date schedule to the SSC management on a regular basis, and any subsequent changes to schedule are to be communicated to SSC management.

13.1.3a) Relief Projectionists shall be trained a minimum of 200 hours and undergo a skills assessment by the Chief Projectionist before being eligible to be hired as a Part Time Projectionist.

13.1.3 b) Relief Projectionists shall be scheduled on an intermittent basis to ensure that they keep their skill at a level that will enable them to be engaged as a Part Time Projectionist as the position becomes available.

Request to Modify Regular Shifts:

13.1.4 Any request for a voluntary change in shifts consisting of regular hours between employees shall be submitted to the supervisor or his/her representative for approval. It is agreed that such approval will not result in overtime being paid. It is further agreed that approval for such requests shall not be reasonably withheld.

13.1.5 The Employer shall make every reasonable effort to notify projectionists of any program or shift changes at least twenty-four (24) hours in advance. Should additional movie showings be added during a day's shift the projectionist will not unreasonably withhold service.

13.1.6 Regularly scheduled shifts shall be filled in order of experience and employment seniority and based on availability.

ARTICLE 14 — SERVICE AND REPAIR

14.1 The Chief Projectionist shall normally be called when service engineers are servicing the equipment and shall be paid the regular hourly rate with a minimum three (3) hour call. In the event that the Chief Projectionist is not available a Part-time Projectionist shall be called and shall be paid the regular hourly rate with a minimum three (3) hour call.

14.2 Any operation, installation, replacement, repair or modification to any equipment pertaining to picture, sound, lighting and projection in any existing or new theatre shall be performed by Members of the Union with a minimum three (3) hour call, subject to clauses 2.2 and 2.10.

14.3 All controls pertaining to the operation of the projection equipment shall be installed within the confines of the projection room.

ARTICLE 15 — BENEFITS

Pension Benefits:

15.1 For the purpose of making the required contributions to a Government approved Pension Plan or Group R.R.S.P. to be operated and administered by the Union in conjunction with an accredited Assurance Company for the benefit of each employed projectionist. The Employer agrees to pay semi-monthly, to the Union, on behalf of each employee, amounts of money in total as follows:

Employer Contribution:

15.2 An amount equal to (6.5) per cent of the GROSS earnings of the eligible employed projectionists.

Employee Contribution:

15.3 A minimum amount equal to (5) per cent of the GROSS earnings of the projectionist.

At the discretion of the projectionist(s) and upon notification to the EMPLOYER the amount set out in Article 15.3 may be increased.

The Employee may request, in writing, to have a portion of their pension benefit directed to the Health and Welfare plan administered by the Union.

Operation and Administration Liability (Pension Benefit):

15.4 As the plan is operated and administered by the Union as set out above, the Employer shall be exempt from any liability arising out of such operation or administration, save and except for any liability which may arise as a result of the Employers failure or refusal to comply with the obligations to make the contributions and when required by Article 15.2 hereof.

15.5 All Pension and Sick Benefit payments to be remitted to the Union semi-monthly, within twenty-one (21) days of each pay period.

15.6 All Pension and Sick Benefits for Regular and Relief projectionists will be based on GROSS EARNINGS/TOTAL WAGE as defined per Saskatchewan Labour Standards Act.

15.7 Part-time Projectionists shall be eligible, subject to clause 2.4, for participation in the pension plan after 90 calendar days commencing with the first day of employment.

ARTICLE 16 — LAYOFF/SEVERANCE

16.1 In the event of layoffs the Employer agrees to give the projectionists written notice or salary in lieu thereof to the LABOUR STANDARDS ACT OF SASKATCHEWAN.

ARTICLE 17 — HEALTH AND SAFETY

17.1 The Employer agrees that the following shall be made available in the projection suite, a protective vest, gloves, face mask and a first aid kit.

17.2 As handling heavy equipment or materials may require assistance, the Employer may designate an employee outside the bargaining unit to give brief assistance to the projectionist.

17.3 The Employer agrees not to require a projectionist to perform editing concurrently with projection duties. For the purpose of this agreement "editing" shall be construed as putting together pieces of film such as trailers.

17.4 The Employer agrees to make available within the projection suite at all times, a device for assisting the projectionist in the lifting and moving of the film reels. The device upon availability, shall be made available to other areas of the Science Centre. Availability of the device is to be determined by the projectionist on duty.

17.5 The projectionist on duty is to act as fire warden for the third floor of the Kramer IMAX Theatre, in accordance with internal fire procedures.

ARTICLE 18 — VALIDITY OF AGREEMENT

18.1 Should any provision or term of this agreement be or become in violation with the present or future provisions of any Law, said provisions and or terms of the agreement shall be deemed to be amended accordingly and all other provisions or terms to said agreement shall remain in force.

ARTICLE 19 — GENERAL

- 19.1 Any differences arising between Management and Employees regarding salary, benefit or the interpretation of any clauses in this agreement, must be reported to the Business Manager of the Local or the Local's authorized representative and the Employer for adjustment and the projectionist shall continue to work until such matter is resolved.
- 19.2 The projectionist will be required to handle film with assistance if required in film shipping containers to or from the projection suite. It shall be the responsibility of the projectionist to handle the film in the projection suite and the Employer agrees to provide approved proper equipment for this purpose.
- 19.3 The projectionist shall not be financially responsible for film damage during projection, rewind or handling.
- 19.4 The Employer shall supply all necessary supplies for the cleaning and maintenance of the equipment under the projectionist's care.
- 19.5 The Union will not be held responsible for the closure of any theatre due to illness or accident of the projectionist employed in that theatre, but will provide a relief projectionist within one (1) hour of notification of absence.
- 19.6 The Chief Projectionist shall acquire an earned personal paid day every quarter to be taken in the next quarter. Scheduling of the earned day off must be approved by the Director. Such approval shall not be unreasonably denied. The earned personal day will not be paid out or carried over. Quarters are defined as January to March, April to June, July to September, and October to December. Accumulation of an earned personal day for any new full-time employee takes effect the next full quarter.

ARTICLE 20 — DURATION OF AGREEMENT

- 20.1 This agreement shall become effective from **January 1, 2014** and shall remain in force and effect until **December 31, 2016**.
- 20.2 This Collective Agreement shall continue to apply to the parties notwithstanding any termination date in the agreement until a new collective agreement is concluded.
- This Agreement shall remain in full force and effect in accordance with the above dates, and from year to year thereafter, unless either party to this agreement has given not less than thirty (30) days written notice and not more than sixty (60) days prior to the expiration date of its intention to negotiate the Agreement.

DATED AT THE CITY OF REGINA THIS _____ DAY OF _____, 20_____

FOR THE EMPLOYER:

Print Name and Title

Signature

Print Name and Title

Signature

FOR THE UNION:

Print Name and Title

Signature

Print Name and Title

Signature

APPENDIX "A" WAGE SCALE

CHIEF PROJECTIONIST/SPP CERTIFIED TECHNICIAN

January 1, 2014- \$26.75 per hour

January 1, 2015- \$27.28 per hour

January 1, 2016 \$27.82 per hour

CHIEF PROJECTIONIST:

January 1, 2014 \$24.64 per hour

January 1, 2015 \$25.13 per hour

January 1, 2016 \$25.63 per hour

PART TIME PROJECTIONIST:

January 1, 2014 \$17.36 per hour

January 1, 2015 \$17.70 per hour

January 1, 2016 \$18.05 per hour

RELIEF PROJECTIONIST:

January 1, 2014 \$13.46 per hour

January 1, 2015 \$13.72 per hour

January 1, 2016 \$13.99 per hour

The rates set out above reflect an increase of:

2% in 2014

2% in 2015

2% in 2016